

# Board Book

April 16, 2020

MISSISSIPPI BOARD OF TRUSTEES OF STATE  
INSTITUTIONS OF HIGHER LEARNING

# Board Meeting Outline

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

## MEETINGS SCHEDULE

Health Affairs Committee | April 15, 2020, 3:00p |  
UMMC Office of the Vice Chancellor  
**IHL Board Meeting** | April 16, 2020, 9:00a | IHL Board Room

## CALL TO ORDER INVOCATION

Trustee Hal Parker  
Trustee Walt Starr

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**ADJOURNMENT**

**MINUTES OF THE BOARD OF TRUSTEES OF  
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March 19, 2020**

**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 held via teleconference 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 December 10, 2019, to each and every member of said Board said date being at least five days prior to this March 19, 2020 meeting. The following members participated by phone: Dr. Steven Cunningham (by phone), Mr. Tom Duff (by phone), Dr. Ford Dye (by phone), Mr. Shane Hooper (by phone), Ms. Ann H. Lamar (by phone), Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin (by phone), Dr. Alfred E. McNair, Jr. (by phone), Mr. Chip Morgan (by phone), Mr. Hal Parker (by phone), and Dr. J. Walt Starr (by phone). Mr. Gee Ogletree was absent. The meeting was called to order by Hal Parker, President. Trustee Martin introduced Reverend Morris Thompson from the Episcopal Church of the Mediator in Meridian, MS to provide the invocation.

Due to recommendations from the Mississippi State Department of Health for social distancing due to COVID-19, members of the Board participated in the meeting via teleconference. **In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this teleconference meeting were recorded by name in a rollcall. This was a regular monthly meeting of the Board.**

**APPROVAL OF THE MINUTES**

On motion by Trustee Duff, seconded by Trustee Martin, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on February 20, 2020.

**CONSENT AGENDAS**

Trustee Duff pulled agenda item #37 from the Legal Consent Agenda for further consideration. On motion by Trustee Lamar, seconded by Trustee Morgan, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas as amended.

**ACADEMIC AFFAIRS**

1. **STATE** – Approved the amendments to the State Specific Requirements of the Nursing Accreditation Standards. The standards have been edited for deletion of the GRE for graduate degree nursing programs; addition of C-NEA national nursing accrediting body; and clarification regarding fingerprinting, graduate student-to-faculty ratios, and expanded definition of preceptors. The amendments are as follows.

**III. STANDARDS FOR ACCREDITATION**

The accrediting bodies for professional nursing education are Accreditation Commission for Education in Nursing (ACEN), Commission on Collegiate Nursing Education (CCNE) and the Commission for Nursing Education Accreditation (C-NEA).

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**STANDARD II. FACULTY AND STAFF**

2. State Specific Requirements
  - g. Preceptors (e.g. mentors, guides, coaches) shall be academically/experientially prepared at or beyond the level for which the preceptor service is rendered and shall have a minimum of one year experience.

**STANDARD III: STUDENTS**

2. State Specific Requirements
  - a. Associate Degree Nursing Programs.
    - 3) All students must satisfy a criminal history background check with fingerprinting.
  - b. Bachelor Degree Nursing Programs.
    - 5) All students must satisfy a criminal history background check with fingerprinting.
  - c. Graduate Degree Nursing Programs.

Minimum admission criteria for graduate degree nursing programs (MSN & DNP) are as follows:

    - ~~1) An analytic score of at least 3.0 on the Graduate Records Exam (GRE).~~
    - 5) All students must satisfy a criminal history background check with fingerprinting.

**STANDARD IV: CURRICULUM**

2. State Specific Requirements
  - b. Graduate student-to-faculty ratios must be:
    1. No more than 15 to 1 for total enrollment.
    2. No more than 15 to 1 in graduate clinical courses (non-APRN courses).
    3. No more than 2 to 1 for advanced practice registered nurse (APRN) clinical courses that require direct supervision.
    4. No more than 6 to 1 for advanced practice registered nurse (APRN) clinical courses that do not require direct supervision (i.e. precepted experiences).
2. **SYSTEM** – Approved the following new academic units.

Centers and Institutes

  - a. **MSU** – Research Institute for Sport Convergence (RISC)
  - b. **UM** – Institute for Data Science (IDS)
  - c. **UM** – The University of Mississippi Community First Research Center for Wellbeing and Creative Achievement (UM: C.R.E.W.)
  - d. **USM** – Center for Molecular and Cellular Biosciences (CMCB)
  - e. **USM** – Institute for Advanced Analytics and Security (IAAS)
3. **SYSTEM** – Approved the following modifications to existing academic units.

Rename

  - a. **MUW** – From Psychology and Family Studies to Psychology and Family Science
  - b. **UM** – From Center for Biomechanics, Device, Design, and Diagnostics to Center for Diagnostics, Design, Devices, and Biomechanics
  - c. **UM** – From Department of Electrical Engineering to Department of Electrical and Computer Engineering
  - d. **UMMC** – From Department of Otolaryngology and Communicative Sciences to Department of Otolaryngology – Head and Neck Surgery

Reorganization

  - e. **MUW** – From Division of Education and Outreach; College of Arts, Sciences, and Education to School of Education; College of Arts and Sciences

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4. **SYSTEM** – Approved the following new academic degree programs.
  - a. **UM** – Master of Science in Athletic Training (CIP 51.0913)
  - b. **UM** – Bachelor of Fine Arts in Film Production (CIP 50.0602)
  - c. **USM** – Master of Science in Athletic Training (CIP 51.0913)
  - d. **USM** – Master of Science in Biomedical Sciences (CIP 26.0102)
  - e. **USM** – Master of science in Environmental Science (CIP 03.0104)
5. **SYSTEM** – Approved the following modifications to existing academic degree programs.

Rename

  - a. **DSU** – From Bachelor of Science in Social Science Education (CIP 13.1317, 5097) to Bachelor of Science in Social Studies Education (CIP 13.1318)
  - b. **MSU** – From Master of Science in Veterinary Medical Sciences (CIP 51.2505, 4135) to Master of Science in Veterinary and Biomedical Sciences (CIP 51.2505, 4135)
  - c. **MSU** – From Veterinary Medical Sciences PhD (CIP 51.2505, 1018) to Veterinary and Biomedical Sciences PhD (CIP 51.2505, 1018)
  - d. **MUW** – From Bachelor of Family Studies (CIP 19.0704, 5744) to Bachelor of Science in Family Science (CIP 19.0101)
  - e. **MUW** – From Bachelor of Arts in Political Science (CIP 45.1001, 5705) to Bachelor of Science in Political Science (CIP 45.1001, 5705)
  - f. **UM** – From Bachelor of Business Administration in Managerial Finance (CIP 52.0801, 5406) to Bachelor of Business Administration in Finance CIP 52.0801, 5406)
  - g. **UMMC** – From Bachelor of Science in Health Sciences (CIP 51.9999, 5769) to Bachelor of Science in Health Systems Administration (BSHSA) (CIP 51.0701)
  - h. **UMMC** – From Master of Health Sciences (MHS) (CIP 51.0701, 4549) to Master of Health Systems Administration (MHSA) (CIP 51.0701, 4549)

**FINANCE**

6. **IHL Executive Office** – Approved the request to enter an agreement with Leon Consulting, LLC d/b/a LK Marketing Services for the systems’ management, integrated marketing strategy, call center supervision general support and reporting for Mississippi’s Complete 2 Compete initiative. The initial term of the agreement is March 19, 2020 through September 30, 2020, with the option to renew for up to four additional one-year terms through September 30, 2024. At the time of each renewal, proposal prices and scope may be revised as needed for changes in project. The Board approved the full-term beginning March 19, 2020 and ending September 30, 2024. The total estimated cost of the initial term of the agreement is \$381,364. If the options to renew for the four additional one-year periods are exercised, the estimated additional cost would be approximately \$3,060,000. The Board approved up to \$3,441,364 for the full term of the agreement March 19, 2020 through September 30, 2024. Funding is available from Mississippi Department of Human Services grant 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.

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7. **MSU** – Approved the request on behalf of its Office of Nutrition Education (ONE) for a contract/services agreement between Mississippi State University (MSU) and Frontier Strategies, LLC, for advertising agency services for the implementation of the social marketing campaign *HappyHealthy*, which was developed in 2017 pursuant to a contract previously entered into between MSU and this company. The original contract start date is March 23, 2020 ending September 30, 2020. The agreement may be renewed for a period of one (1) year upon agreement of both parties in writing, not to exceed a total agreement life of five (5) years. The grant budget is \$3,000,000. A breakdown of budgeted amounts for FY2020 based on actual expenditures in FY2018 is included in the bound *March 19, 2020 Board Working File*. MSU is preparing a modification of the FY2020 budget narrative to add an additional \$350,000 to \$400,000 to this breakdown in case costs have increased since FY2018. Since the contract did not begin in October as planned, MSU is also planning to request an extension of the funding through December 31, 2020. Frontier’s hourly rates are included in their cost proposal as well as the contract. MSU anticipates paying for advertising on a weekly/monthly basis. Frontier will invoice monthly for production services. The contract is funded by a subgrant between the Mississippi Department of Human Services and MSU Office of Nutrition Education (ONE). The funding source for the subgrant is the United States Department of Agriculture (USDA). The funding for this agreement was approved by the USDA on September 16, 2019. This funding is approved and awarded on a year-to-year basis from October 1st through September 30th; therefore, MSU is unable to enter a long-term contract. 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. **UM** – Approved a sublease between Kappa Alpha Theta Fraternity, Inc. (“KAT”) and Tau of Chi Omega Fraternity House Corporation (“Chi Omega”). 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 – was dissolved. Before its dissolution, the KAT House Corporation assigned and conveyed all of its rights, title and interest in its primary lease with the IHL to KAT, the national fraternity with which the Epsilon Zeta Chapter and the KAT House Corporation are affiliated. Moreover, because the sorority residential facility occupied by the Epsilon Zeta Chapter would be vacant as of May 2019, the KAT House Corporation (through its assignee KAT) subleased 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 was necessary because the primary lease between the KAT House Corporation and IHL expressly provided 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. Now that IHL has approved the Assignment and Assumption of Lease between KAT House Corporation and Kat, and also approved the Sublease between KAT and KKG House Association, and that Sublease is set to expire June 30, 2020, KAT (assignee of KAT House Corporation) seeks to enter into a second sublease with Chi Omega. The primary lease between the IHL/UM and KAT (assignee of the KAT House Corporation) is for a fifty-year term, from May 21, 1979 to May 20, 2029. The primary lease contains an option to renew the lease

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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 that IHL previously approved between the KAT House Corporation and KAT is permanent and has no term. The term of the sublease between KAT and Chi Omega is for one year, from July 20, 2020 to June 30, 2021. The primary lease between the IHL/UM and KAT (assignee of the KAT House Corporation) imposes an annual \$50 lease payment to UM. The base rent under the sublease between KAT and Chi Omega is \$135,000 per year, payable in equal monthly installments, plus a one-time \$11,250 security deposit. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

9. **UMMC** – Approved the request to amend its End User Agreement with Air Products and Chemicals, Inc. to add a new oxygen system to supply the Children’s Hospital Expansion and to include provisions regarding indemnification, insurance, and confidential information. The Agreement is for the purchase of bulk liquid oxygen and rental of the tanks used to house the liquid oxygen. Bulk liquid oxygen provides a safe, reliable supply option for high-purity oxygen used by adult and pediatric inpatient and outpatients at UMMC. The term of the agreement remains unchanged at sixty (60) months, beginning on the date of first delivery, which was March 12, 2018, through March 11, 2023. The amendment will take effect on the date of first delivery of the new system for the Children’s Expansion, expected to be on or about June 1, 2020. The expiration date remains unchanged. The total estimated cost of the amended agreement is \$1,400,000. The estimated cost of the original Agreement was \$1,193,359.53. During the term of the amended agreement, UMMC anticipates the need for an additional \$206,640, which includes but is not limited to the monthly tank rental fee, annual inspection costs, and the annual delivery charges. 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.
10. **UMMC** – Approved the request to enter a Letter Agreement with Cisco Systems, Inc. for the end user license of its Digital Network Architecture (DNA) software operated in conjunction with equipment used in UMMC’s network infrastructure. The DNA licenses and associated network hardware are for use in the Children’s Hospital Expansion, delivering an internet-based network and accelerating and simplifying enterprise network operations. The licensed networking equipment will connect computers, printers and medical equipment to the UMMC network. Network connectivity is needed for communication, access to the electronic health record, and interface of medical equipment with the electronic health record system. The term of the Agreement will be for a period of thirty-six (36) months, beginning upon execution of the Agreement by both parties, which is estimated to be on or about April 1, 2020, through March 31, 2023. The total cost of the Agreement is \$596,948.15, including the network equipment and end user licenses. Pursuant to IHL Board Policy 707.03, Approval of Prepayment for Goods or Services, the Board also approved the prepayment of the three (3) year license fee. The agreement will be funded by Children’s expansion project 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.

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11. **UMMC** – Approved the third amendment to the subscription agreement with Elsevier B.V. (Elsevier) for access to the ScienceDirect platform which allows access to unique titles for science, technology and medicine and for archival access to titles that were transferred to Elsevier in 2016. The Third Amendment provides access to an additional journal now offered under the ScienceDirect platform, the Annals of Oncology journal. The term of the Third Amendment is ten (10) months, from March 20, 2020 through December 31, 2020. The total term of the amended agreement remains unchanged at five (5) years, from January 1, 2016, through December 31, 2020. The estimated total cost of the Third Amendment is \$2,589.00. The total estimated cost of the amended agreement is \$4,679,250.92. The agreement will be funded by state 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.
12. **UMMC** – Approved the request to amend its Radiopharmaceutical Purchase Agreement with NuMedRx Pharmacy Solutions, LLC to revise the commitment requirement to purchase radiopharmaceutical drugs from NuMedRx and add information security requirements. The amendment excludes any purchases related to the Mind Center ARIC Study and/or any research related product purchase from required purchases under the Agreement. Additionally, the Board approved the request to add and/or remove drugs listed in the Agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement remains unchanged at sixty (60) months, from September 1, 2018, through August 31, 2023. There is no additional cost for the amendment. The estimated cost of the Agreement remains \$13,397,227.39 over the five (5) year term. 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.
13. **UMMC** – Approved the request to enter a Product Supply Agreement with PETNET Solutions, Inc. for the purchase of Amyvid, a drug used for Positron Emission Tomography (PET) imaging of the brain in adults who are being evaluated for Alzheimer's disease and other causes of cognitive decline. In 2019, UMMC received external grant funding for a multisite study of the use of Amyvid. PETNET will provide Amyvid for the ARIC-NCS Study across all study sites. The term of the Agreement is five (5) years, from March 20, 2020, through March 19, 2025. The total estimated cost of the Agreement is \$2,305,178. Each dose of Amyvid is \$3,029.00, plus the cost of delivery for the various study sites. The agreement will be funded by grant 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.
14. **UMMC** – Approved the request to amend its Services Agreement with Sellers Dorsey & Associates, LLC (Sellers Dorsey) to extend the term of the Agreement, revise the insurance section, and add a new provision regarding information security. The Agreement is for the design of 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. The term of the amended agreement is one (1) year, from July 1, 2019, through June 30, 2020. The original agreement was for a term of nine (9) months, expiring

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March 31, 2020. The amendment extends the term for three (3) additional months through June 30, 2020. The total cost of the amended Agreement remains unchanged at \$261,750. This cost includes all labor and travel expenses, as well as actuarial services. This Agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

15. **USM** – Approved the request to enter an enrollment management support services agreement with EAB Global, Inc. for its undergraduate enrollment and admissions department. The contract provides services in the form of direct marketing via paper, email, and online communication channels. The term of the contract is July 1, 2020 through June 30, 2025. The total estimated cost of the contract over the five-year term is \$2,884,219. The digital media costs over the five-year term are estimated to be \$87,868.00. The postage costs over the five-year term are estimated to be \$154,431.00. Any surplus digital media and postage monies not used by Facebook/Google and the Postal Service, respectively, will be returned to USM as a credit. A two percent contingency has been included in the event unforeseen charges are required such as increases in postage and/or digital media costs. A breakdown of costs is included in the bound *March 19, 2020 Board Working File*. The estimated total inclusive of contingencies is \$2,941,903.38. Pursuant to IHL Board Policy 707.03, Approval of Prepayment for Goods or Services, the Board approved the request to make partial payments in advance in accordance with the terms of the agreement. The cost of these services will be paid using E & G 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.

**REAL ESTATE**

16. **USM** – Approved the initiation of **GS 108-296, Kinesiology Building Renovation**, and the appointment of Albert and Robinson Architects, PLLC as the design professional. The project scope includes the renovation, furnishing and equipping of classrooms, laboratories, offices, and student areas in the Kinesiology Building. It also includes modifications to restrooms, elevator, HVAC, mechanical, electrical, and communications systems of the building. The renovations will bring the facilities into compliance with applicable codes (IBC, ADA, life safety, etc.) and current programming requirements. The estimate project budget is \$133,000. Funds are available from SB 3065, Laws of 2019 (\$133,000).
17. **MSU** – Approved the request to advertise and award the sale to the highest and best bid for timber sales 20-01NX58, 20-02TW39, 20-03NPT, and 20-04SPT from the John W. Starr Memorial Forest. Sale 20-01NX58 is a final harvest on 29.4 acres of over mature timber in the SW ¼ of Section 5, Township 16N, Range, 14E, Winston County, MS, Noxubee Unit of the John W. Starr Memorial Forest. The sale is of an estimated volume of 323 thousand board feet of pine sawtimber, 182 tons of pine chip's saw, and 735 tons of pine pulpwood and topwood. Sale 20-02TW39 is a final harvest on 59.5 acres of a 1983-1984 pine plantation in the SW ¼ of Section 5, Township 17N, Range, 14E, Oktibbeha County, MS, Talking Warrior Unit of the John W. Starr Memorial Forest. The sale is of an estimated volume of 296 thousand board feet of pine sawtimber, 714 tons of pine chip's

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saw, and 1,545 tons of pine pulpwood and topwood. Sale 20-03NPT is primarily a first thinning to be conducted on 209 acres of pine plantations in seven separate stands of the Talking Warrior Unit of the John W. Starr Memorial Forest, Oktibbeha County, MS. The sale is of an estimated volume of 935 tons of pine chip's saw and 6,524 tons of pine pulpwood. Sale 20-04SPT is first and second thinnings to be conducted on 301 acres of pine plantations in six separate stands of the Talking Warrior Unit of the John W. Starr Memorial Forest, Oktibbeha County, MS. The sale is of an estimated volume of 4,495 tons of pine chip's saw and 6,710 tons of pine pulpwood. The timber sale process on the John W. Starr Memorial Forest, and other MSU owned lands, begins with the identification of the particular timber stand in need of thinning or a final harvest cut. This is identified by various means but mostly by directions taken from the Forest Management Plan. Other specific site characteristics may also dictate the need for the sale of timber. After the stand has been identified, the process of tree marking and sale identification begins. Once that is completed, the sale is computed and a bid prospectus is prepared and approved by the Dean of the College of Forest Resources and the Vice President of Agriculture, Forestry, and Veterinary Medicine. A request is made to the President of the university to advertise the timber sale for bid and to award the sale to the highest bidder who also satisfies all additional bid requirements. If/when the Board of Trustees approve that the sale may be advertised and awarded appropriately, a prospectus is sent to potential bidders with the vital details of the stand. Once the bids have been received in the Director of Purchasing office, a recommendation is made by the department to the President of the university to either accept or reject the bids. This recommendation has the approval of the Deal of the College of Forest Resources and the Vice President of Agriculture, Forestry, and Veterinary Medicine. If/when the President of the university concurs with the department's recommendation to accept the bid, a contract is executed between the university and the highest and best bidder for that sale. This process continues obtaining the Director of Purchasing's signature on the contract and then contacting the high bidder to set the closing. Finally, a meeting is set with the winning bidder to close the sale and to collect the remaining funds less the bid deposit amount. The Attorney General's Office has reviewed this item for compliance with applicable law and found it to be acceptable. The final executed agreement will be submitted to the IHL Office of Real Estate and Facilities.

18. **MSU** – Approved the request to delete from inventory Building #0107 – Forest Products Building #4 - a wood framed two story building (3,000 GSF on each floor) with wood siding on the exterior wall. The building is located on the MSU main campus in Starkville, MS. A portion of the roof collapsed on December 16, 2019. The building was used for research purposes. The building will be demolished and disposed of upon approval. The approval letter has been received from the Mississippi Department of Archives and History stating Building #0107 was not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.
19. **MSU** – Approved the exterior design for the proposed new Sigma Alpha Epsilon house on the campus of MSU. A copy of the rendering is included in bound *March 19, 2020 Board Working File*. This project is entirely funded by the SAE Fraternity and is being built on leased university land.

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20. **USM** – Approved the purchase of real property located at 214 North 35th Avenue, Hattiesburg, MS at a purchase price of \$200,000 which is the average of the two independent appraisals. The first and second appraisals were in the amount of \$200,000. The property is the Daycare Center known as “Bettie’s ABC Advanced Childcare and Learning Center” located at 214 North 35th Avenue and is legally defined as Section 7, Township 4 North, Range 13 West, Hattiesburg, MS. This is the only parcel of land in the block that the university doesn’t currently own. The closing shall be held on or before April 30, 2020. A Phase I Environmental Site Assessment (ESA) was conducted and no recognized environmental conditions existed. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable.

**LEGAL**

21. **DSU** – Approved the proposed affiliation agreement with Delta State University Foundation, Inc. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
22. **MSU** – Approved the proposed affiliation agreement with Mississippi State University Alumni, Incorporated. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
23. **MSU** – Approved the proposed affiliation agreement with Mississippi State University Foundation, Inc. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
24. **MSU** – Approved the proposed affiliation agreement with the Mississippi State University Research and Technology Corporation. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
25. **MSU** – Approved the proposed affiliation agreement with the Mississippi State University ASSURE Research and Development Corporation. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.

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26. **MSU** – Approved the proposed affiliation agreement with the Bulldog Club. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
27. **MUW** – Approved the proposed affiliation agreement with Mississippi University for Women Alumni Association. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
28. **MUW** – Approved the proposed affiliation agreement with Mississippi University for Women Foundation. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
29. **MVSU** – Approved the proposed affiliation agreement with the Mississippi Valley State University National Alumni Association. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
30. **MVSU** – Approved the proposed affiliation agreement with the MVSU V-Club. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
31. **UM** – Approved the proposed affiliation agreement with the Alumni Association of the University of Mississippi. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
32. **UM** – Approved the proposed affiliation agreement with the University of Mississippi Research Foundation. The proposed affiliation agreement meets the requirements of Board Policy y 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
33. **UMMC** – Approved the proposed affiliation agreement with the University of Mississippi Medical Center Research and Development Foundation. The proposed affiliation

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agreement meets the requirements of Board Policy y 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.

34. **USM** – Approved the proposed affiliation agreement with the University of Southern Mississippi Alumni Association. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
35. **USM** – Approved the proposed affiliation agreement with the University of Southern Mississippi Foundation. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
36. **USM** – Approved the proposed affiliation agreement with the University of Southern Mississippi Research Foundation. The proposed affiliation agreement meets the requirements of Board Policy 301.0806 University Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.
37. **USM** – Proposed Affiliation Agreement with the University of Southern Mississippi Athletic Foundation. **(THIS ITEM WAS PULLED FROM THE AGENDA FOR FURTHER CONSIDERATION.)**
38. **MSU** – Pending approval from the Attorney General’s Office, the Board approved the request to modify a contract with Ware | Immigration to provide services necessary in preparing labor certification documents on behalf of Mississippi State University for its employees who seek permanent residence status and related immigration matters. This contract originated March 21, 2013, renewed by Modifications 1-6, extending the term for one (1) year at each renewal, with Modification #6 extending through March 20, 2020. Modification #7 will extend the term of the contract for one (1) year or through March 20, 2021. The current fee schedule is set out below and the maximum amount payable during the extension period shall not exceed \$50,000. This firm carries professional liability insurance coverage in the amount of \$3,000,000 per claim with an annual aggregate of \$3,000,000. All other provisions of the Agreement for Legal Services dated March 21, 2013 shall remain in effect.

**Schedule of Legal Fees for Academia**

Nonimmigrant Petitions and Processes

H-1B petition	\$1500.00
H-1B extension or amendment petitions (we handled original petition)	\$1000.00
TN petition or border/consulate processing	\$1500.00
TN extension petition (we handled original)	\$1000.00
E-3 petition or consular processing	\$1500.00

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

Permanent Residence Process with Labor Certification: Faculty

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

Permanent Residence Process with Labor Certification: Non-Faculty

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

Permanent Residence Process: Outstanding Professors and Researchers

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

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

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

Employment Authorization and Advance Parole Renewal

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

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

Such matters will be billed at our hourly rates:

David Ware \$300 per hour billed.  
 WI Partners \$250 per hour billed.  
 Associate Attorneys: \$175 per hour billed.  
 Paralegals: \$100 per hour billed.

39. **MSU** – Approved an Interlocal Cooperative Agreement with Oktibbeha County, Mississippi to allow the University and Oktibbeha County to work cooperatively to improve and expand Blackjack Road including improvements to the existing drainage appurtenance on Stone Boulevard. The total estimated cost of the project is \$10,000,000 with the Mississippi Development Authority (MDA) committing \$3,000,000, the University committing \$1,200,000 and the County paying the remaining balance. Pursuant to the Agreement, MSU will transfer \$1.2 million to the County for the project. The County

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and the University will work together to attempt to obtain a \$2,000,000 bond during the 2020 legislative session. If such bond funding is obtained, the County will reimburse the University \$900,000. This request has been approved by Office of the Attorney General. A copy of this agreement is included in the bound *March 19, 2020 Board Working File*.

**PERSONNEL REPORT**

40. **Employment**

**Alcorn State University**

Cornelius Wooten; Senior Vice President for Finance, Administrative Services and Operations/ Chief Financial Officer (CFO); salary \$185,000 per annum, pro rata; E&G Funds; 12-month contract; effective March 2, 2020

41. **Change of Status**

**Alcorn State University**

Keith McGee, *from* Associate Dean of Research and Administration; salary \$135,000 per annum, pro rata; Ag Appropriations, Ag-Rest & E&G; *to* Interim Provost and Executive Vice President for Academic Affairs; salary \$175,000 per annum, pro rata; E&G Funds; 12-month contract; effective January 20, 2020

Donna Williams; *from* Interim Vice Provost for Academic Affairs and Professor of Business; salary \$140,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Dean and Professor of Business; no change in salary; E&G Funds; 12-month contract; effective January 1, 2020

John Igwebuikwe; *from* Interim Provost and Executive Vice President for Academic Affairs; salary \$175,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Professor of Business; salary \$110,000 per annum, pro rata; E&G Funds; 12-month contract; effective January 1, 2020

**Jackson State University**

Mario Azevedo; *from* Dean and tenured Professor, College of Liberal Arts; salary \$156,519 per annum, pro rata; E&G Funds; 12-month contract; *to* tenured Professor of History, College of Liberal Arts; salary \$118,156 per annum, pro rata; E&G Funds; 9-month contract; effective January 1, 2020

Candis Pizzetta; *from* Interim Chair and Associate Professor, Department of English, Foreign Languages & Speech Communications; salary \$111,544 per annum, pro rata; E&G Funds; 12-month contract; *to* Interim Dean and Associate Professor, College of Liberal Arts; salary \$135,000 per annum, pro rata; E&G Funds; 12-month contract; effective January 1, 2020

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42. **Sabbatical**

**Mississippi State University**

Sandra Orozco Aleman; Associate Professor of Finance and Economics; from salary of \$101,123.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$50,561.50 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

Rachel Allison; Assistant Professor of Sociology; from salary of \$69,176.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of \$34,588.00 for sabbatical period; E&G and Designated Funds; effective August 16, 2020 to December 31, 2020; professional development

Salvador Bartera; Assistant Professor of Classical and Modern Languages and Literatures; from salary of \$58,281.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$29,140.50 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

Robert L. Boyd; Professor of Sociology; from salary of \$96,094.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of \$48,047.00 for sabbatical period; E&G and Designated Funds; effective August 16, 2020 to December 31, 2020; professional development

Pamela Scott Bracey; Associate Professor of Instructional Systems and Workforce Development; from salary of \$65,696.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$32,848.00 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

Michael Clifford; Professor of Philosophy and Religion; from salary of \$88,950.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$44,475.00 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

Brandon N. Cline; Associate Professor of Finance and Economics; from salary of \$227,350.00 per annum, pro rata; E&G Funds, Designated Funds and Restricted Funds; 9-month contract; to salary of \$113,675.00 for sabbatical period; E&G Funds, Designated Funds and Restricted Funds; effective August 16, 2020 to December 31, 2020; professional development

Brian Counterman; Associate Professor of Biological Sciences; from salary of \$74,948.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$37,474.00 for sabbatical period; E&G Funds; effective January 1, 2021 to May 15, 2021; professional development

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Brian Davisson; Associate Professor of Classical and Modern Languages and Literatures; from salary of \$63,825.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$31,912.50 for sabbatical period; E&G Funds; effective January 1, 2021 to May 15, 2021; professional development

Stephen Demarais; Professor of Wildlife, Fisheries and Aquaculture; from salary of \$134,213.00 per annum, pro rata; E&G and Restricted Funds; 12-month contract; to salary of \$67,106.50 for sabbatical period; E&G and Restricted Funds; effective August 16, 2020 to December 31, 2020; professional development

Lamiaa El-Fassi; Assistant Professor of Physics and Astronomy; from salary of \$70,610.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of \$35,305.00 for sabbatical period; E&G and Designated Funds; effective January 1, 2021 to May 15, 2021; professional development

Becky Hagenston; Professor of English; from salary of \$76,037.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$38,018.50 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

Margaret A. Hagerman; Assistant Professor of Sociology; from salary of \$68,841.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of \$34,420.50 for sabbatical period; E&G and Designated Funds; effective January 1, 2021 to May 15, 2021; professional development

Mark D. Hersey; Associate Professor of History; from salary of \$74,252.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$18,563.00 for sabbatical period; E&G Funds; effective August 16, 2020 to May 15, 2021; professional development

Bryan A. Jones; Associate Professor of Electrical and Computer Engineering; from salary of \$97,015.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$48,507.50 for sabbatical period; E&G Funds; effective August 16, 2020 to May 15, 2021; professional development

Shengfa F. Liao; Associate Professor of Animal and Dairy Sciences; from salary of \$78,350.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$39,175.00 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

Melanie Loehwing; Associate Professor of Communication; from salary of \$71,834.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of \$35,917.00 for sabbatical period; E&G and Designated Funds; effective January 1, 2021 to May 15, 2021; professional development

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Timothy McCourt; Professor of Art; from salary of \$75,272.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$37,636.00 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

Beth Richardson Miller; Professor of Interior Design; from salary of \$104,855.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$52,427.50 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

D. Shane Miller; Assistant Professor of Anthropology and Middle Eastern Cultures; from salary of \$63,668.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$31,834.00 for sabbatical period; E&G Funds; effective January 1, 2021 to May 15, 2021; professional development

Mabel C. Okojie; Professor of Instructional Systems and Workforce Development; from salary of \$82,746.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$41,373.00 for sabbatical period; E&G Funds; effective January 1, 2021 to May 15, 2021; professional development

Donna M. Pierce; Associate Professor of Physics and Astronomy; from salary of \$75,380.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$37,690.00 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

John George Poros; Professor of School of Architecture; from salary of \$83,540.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$41,770.00 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

Chuanxi Qian; Professor of Mathematics and Statistics; from salary of \$98,787.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$49,393.50 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

Kenneth Deon Roskelley; Professor of Finance and Economics; from salary of \$170,246.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$85,123.00 for sabbatical period; E&G Funds; effective January 1, 2021 to May 15, 2021; professional development

J. Edward Swan II; Professor of Computer Science and Engineering; from salary of \$130,943.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$65,471.50 for sabbatical period; E&G Funds; effective January 1, 2021 to May 15, 2021; professional development

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Eric Vivier; Assistant Professor of English; from salary of \$61,434.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of \$30,717.00 for sabbatical period; E&G and Designated Funds; effective January 1, 2021 to May 15, 2021; professional development

Mark E. Welch; Professor of Biological Sciences; from salary of \$86,098.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$43,049.00 for sabbatical period; E&G Funds; effective August 16, 2020 to December 31, 2020; professional development

Jonathan Ross Woody; Associate Professor of Mathematics and Statistics; from salary of \$85,852.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$42,926.00 for sabbatical period; E&G Funds; effective January 1, 2021 to May 15, 2021; professional development

**Mississippi University for Women**

Amy Pardo; Professor of English; from \$59,261 per annum; pro rata; E&G Funds; 9-month contract; to salary \$29,630.50 for sabbatical period; E&G Funds; effective January 4, 2021 to May 19, 2021; professional development

**University of Southern Mississippi**

Jonathan Barron; Professor of English; from salary of \$75,330 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$37,665 for sabbatical period; E&G Funds; effective August 17, 2020 to December 31, 2020; professional development

Douglas Bristol; Associate Professor of History; from salary of \$64,442 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$32,221 for sabbatical period; E&G Funds; effective August 17, 2020 to December 31, 2020; professional development

Ching-Shyang Chen; Professor of Mathematics; from salary of \$104,118 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$52,059 for sabbatical period; E&G Funds; effective August 17, 2020 to December 31, 2020; professional development

Hao Xu; Associate Professor of Cellular and Molecular Biology; from salary of \$64,223 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$32,111 for sabbatical period; E&G Funds; effective August 17, 2020 to December 31, 2020; professional development

Robin Aronson; Professor of Theatre; from salary of \$64,123 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$32,061 for sabbatical period; E&G Funds; effective January 4, 2021 to May 14, 2021; professional development

Jennifer Brannock; Professor of Special Collections; from salary of \$61,509 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$30,754 for sabbatical period; E&G Funds; effective January 4, 2021 to May 14, 2021; professional development

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Westley Follett; Associate Professor of History; from salary of \$59,416 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$29,708 for sabbatical period; E&G Funds; effective January 4, 2021 to May 14, 2021; professional development

Edward Hafer; Associate Professor of Music; from salary of \$57,104 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$28,552 for sabbatical period; E&G Funds; effective January 4, 2021 to May 14, 2021; professional development

Luis Iglesias; Associate Professor of English; from salary of \$80,000 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$40,000 for sabbatical period; E&G Funds; effective January 4, 2021 to May 14, 2021; professional development

Janet Gorzegno; Professor of Art and Design; from salary of \$67,034 per annum, pro rata; E&G Funds; 9-month contract; to salary of \$33,517 for sabbatical period; E&G Funds; effective August 17, 2020 to May 14, 2021; professional development

**ADMINISTRATION/POLICY**

1. **JSU** – Approved the request to bestow two honorary degrees posthumously at its May 2020 commencement ceremony. Supporting documents are on file at the Board Office.
2. **MSU** – Approved the request to bestow one honorary degree at its May 2020 commencement ceremony and one honorary degree at its May 2021 commencement ceremony. Supporting documents are on file at the Board Office.
3. **USM** – Approved the request to bestow one honorary degree at its May 2020 commencement ceremony. Supporting documents are on file at the Board Office.
4. **SYSTEM** – Approved the proposed amendment to Board Policy 301.0705 Commissioner Assessment/Evaluation and waived the requirement for a second reading as mandated by Board Policy 201.0302 Procedures for Changing Board Policies and Adopting New Policies.

301.0705      Commissioner Assessment/Evaluation  
The Board shall evaluate the Commissioner ~~annually~~ biennially.

**REGULAR AGENDAS**

**ACADEMIC AFFAIRS**

Presented by Trustee Alfred McNair, Chair

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

1. **SYSTEM** – Approved for first reading the proposed amendments to Board Policy Section 600 Student Affairs and Admissions, Subsections 602 B. Full Admission and 602 C. Academic Placement Resulting from Various Deficiencies. **(See Exhibit 1.)**

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**FINANCE AGENDA**

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee Martin, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve the addition of item #3 to the Finance Agenda. On motion by Trustee Duff, seconded by Trustee Dye, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve items #1 and #2 as submitted on the Finance Agenda. On motion by Trustee Duff, seconded by Trustee Martin, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve item #3.

1. **MSU** – Approved the request to enter a contract with Refreshments, Inc. to provide snack vending services to students, faculty and staff on the MSU Starkville, Campus. The term of the contract is July 1, 2020 to June 30, 2030. The contractor will pay MSU 25% of net sales to MSU monthly. It is anticipated that MSU will receive in excess of \$750,000 over the course of the agreement. This is a revenue contract, no MSU funding is required. 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. **MUW** – Approved the request to participate in the next master lease purchase series through the State Institutions of Higher Learning’s (IHL’s) master lease program, pursuant to Miss. Code Ann. Section 37-101-413, for the lease-purchase of up to \$1,334,855 of technological equipment, licenses and software during fiscal year 2020. IHL’s master lease program is issued through HilltopSecurities, Inc. The anticipated interest rate is approximately between two and one-half percent (2.5%) and three and one-half percent (3.5%) over a five (5) year lease-purchase term. Funds are available from University revenues. The form of lease documents will be presented at a subsequent meeting. Legal review will be provided at that time.
3. **UMMC** – Approved the request to provide UMMC temporary relief and waive requirements for approval of items/matters/contracts/purchases/leases/prepayments, etc. otherwise requiring approval by the Board of Trustees or Commissioner pursuant to Board Policy 707 Contracts (to include policies 707.01, 707.02 and 707.03) and Board Policy 905 Real Estate Management. This request is for a temporary period during the state of emergency caused by the COVID-19 pandemic. The Board approved the delegation of authority for the Commissioner to waive other policies and practices, as to UMMC, as may arise as a barrier to the efficient operation of UMMC during the state of emergency created by the COVID-19 pandemic. The following processes will govern this temporary delegation regarding UMMC: 1) All such contracts, leases, purchases, and other items will be reported to the Board as information items in such form and such detail as may be required for other contracts otherwise requiring approval by the Board or Commissioner, 2) Legal staff from UMMC will provide a legal opinion as to compliance with applicable law for each contract/lease/legally binding document entered into, 3) Each action taken for items otherwise requiring approval by the Board or Commissioner will include a specific justification by UMMC explaining the necessity related to the COVID-19 pandemic when reported to the Board as information, 4) For requests to the Commissioner for waivers of

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policies other than Board Policy 707 and 905, UMMC will present a justification to the Commissioner explaining why extraordinary waiver of policies and practices is warranted as it relates to the COVID-19 pandemic, and 5) The Vice Chancellor or the Commissioner shall notify the Board when the temporary period no longer warrants extraordinary waiver of the requirements of the Board's Policies.

**INFORMATION AGENDAS**

Presented by Commissioner Alfred Rankins, Jr.

**ACADEMIC AFFAIRS**

1. **SYSTEM** – The Higher Education Appreciation Day, Working for Academic Excellence (HEADWAE) was established by the Mississippi Legislature by resolution in 1988 as a way to thank students and faculty members for their commitment to the future of Mississippi. The HEADWAE recipients received special recognition from the Mississippi Legislature on March 2, 2020, where Lieutenant Governor Delbert Hosemann was the guest speaker. System honorees for 2020 are listed below.

<b>INSTITUTION</b>	<b>STUDENT HONOREE</b>	<b>FACULTY HONOREE</b>
ASU	Makayla Nicole Wiley	Melissa Christine Mason
DSU	Elizabeth Chandler Swindle	Eckward N. McKnight
JSU	Patrick L. Stanley	Ronica Arnold Branson
MSU	Jacob Scott Manning	James C. Giesen
MUW	Hallie Grace Cole	Krista DiClemente
MVSU	Derica S. Pitters	John Q. Zheng
UM	Barron Charles Mayfield	John Young
UMMC	Jared Michael Akers	Jennifer Craft Bain
USM	Ryan Johnson	Alan M. Shiller

2. **SYSTEM** – Certificate Programs
  - A. Intent to Offer
    1. **JSU** – Program Title: Endorsement: K3  
Responsible Academic Unit: College of Education and Human Development  
Level: Post-baccalaureate  
Total credit hours: 18  
CIP Code: 13.1202  
Effective Date: August 2020
    2. **JSU** – Program Title: Endorsement: K6  
Responsible Academic Unit: College of Education and Human Development  
Level: Post-baccalaureate  
Total credit hours: 18  
CIP Code: 13.1209  
Effective Date: August 2020

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3. **JSU** – Program Title: Endorsement: Mild/Moderate 7-12  
Responsible Academic Unit: College of Education and Human Development  
Level: Post-baccalaureate  
Total credit hours: 18  
CIP Code: 13.1018  
Effective Date: August 2020
4. **JSU** – Program Title: Endorsement: Gifted K-12  
Responsible Academic Unit: College of Education and Human Development  
Level: Post-baccalaureate  
Total credit hours: 18  
CIP Code: 13.1004  
Effective Date: August 2020
5. **JSU** – Program Title: Endorsement: Emotional Disabilities  
Responsible Academic Unit: College of Education and Human Development  
Level: Other (Class AA 221 5-yr educator license or MS degree)  
Total credit hours: 18  
CIP Code: 13.1005  
Effective Date: August 2020
6. **JSU** – Program Title: Graduate Certificate in Biostatistics  
Responsible Academic Unit: College of Health Sciences, School of Public Health  
Level: Post-baccalaureate  
Total credit hours: 15  
CIP Code: 26.1102  
Effective Date: August 2020
7. **JSU** – Program Title: Graduate Certificate in Data Analytics  
Responsible Academic Unit: College of Health Sciences, School of Public Health  
Level: Post-baccalaureate  
Total credit hours: 15  
CIP Code: 30.7101  
Effective Date: August 2020
8. **JSU** – Program Title: Graduate Certificate in Epidemiology  
Responsible Academic Unit: College of Health Sciences, School of Public Health  
Level: Post-baccalaureate  
Total credit hours: 15  
CIP Code: 26.1309  
Effective Date: August 2020
9. **JSU** – Program Title: Graduate Certificate in Nursing Informatics  
Responsible Academic Unit: College of Health Sciences, School of Public Health  
Level: Post-baccalaureate  
Total credit hours: 18  
CIP Code: 51.2706  
Effective Date: August 2020

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10. **UM** – Program Title: Certificate in Media Leadership  
Responsible Academic Unit: School of Journalism and New Media  
Level: Post-baccalaureate  
Total credit hours: 12  
CIP Code: 90.01001  
Effective Date: July 2020
  11. **UM** – Program Title: Graduate Certificate in Business Leadership  
Responsible Academic Unit: School of Business Administration  
Level: Post-baccalaureate  
Total credit hours: 12  
CIP Code: 52.0201  
Effective Date: August 2020
  12. **UMMC** – Program Title: Direct Operational Medical Support  
Responsible Academic Unit: Department of Health Sciences, School of Health  
Related Professions  
Level: Post-baccalaureate  
Total credit hours: 10  
CIP Code: 51.0904  
Effective Date: August 2020
  13. **UMMC** – Program Title: Leadership and Management Post-Baccalaureate  
Certificate Program  
Responsible Academic Unit: School of Health Related Professions  
Level: Post-baccalaureate  
Total credit hours: 12  
CIP Code: 51.0701  
Effective Date: August 2020
- B. Modify
1. **USM** – Current Program Title: Unmanned Marine Systems  
Proposed Program Title: Unmanned Maritime Systems  
Responsible Academic Unit: School of Ocean Science and Engineering  
Level: Pre-Baccalaureate (Less than 1 year)  
Total credit hours: 10  
CIP Code, Sequence: 29.0306, 8095  
Effective Date: August 2019
- C. Delete
1. **USM** – Program Title: Community College Leadership Graduate Certificate  
Responsible Academic Unit: School of Education, College of Education and  
Human Sciences  
Level: Post-baccalaureate  
Total credit hours: 12  
CIP Code, Sequence: 13.0401, 8040  
Effective Date: December 2019

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3. **SYSTEM** – Intent to offer an existing degree program by Distance Learning.
  - A. **JSU** – Master of Social Work (MSW)  
Total credit hours: 57  
CIP Code, Sequence: 440701, 4425  
Cost to offer by distance learning: \$0  
Effective date: January 2020

**FINANCE**

1. USM - The Institutional Executive Officer of the University of Southern Mississippi has issued a Proclamation of Existence of Emergency as a result of the “coronavirus disease 2019.” This proclamation is required by Miss. Code Ann. Section 31-7-13(j) and provides that required rules for competitive bidding practices may be disallowed during the time of the emergency. State law requires that the Board of Trustees is notified of such proclamations. **(See Exhibit 2.)**

**REAL ESTATE**

2. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the February 20, 2020 Board meeting in accordance with Board Policy 904 Board Approval. **(See Exhibit 3.)**

**LEGAL**

3. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. **(See Exhibit 4.)**

**ADMINISTRATION/POLICY**

4. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
  - a. **ASU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 19, 2020, Commissioner Alfred Rankins, Jr. approved the revisions to several FY 2020 *Ayers* academic programs budgets submitted by ASU after conducting a mid-year review of their *Ayers* programs. It appears that these revisions were necessary to align 2020 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 do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The Executive Office financial and academic staff have reviewed and approved these revisions. These revisions contain no increases to the total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.
  - b. **DSU** – On February 10, 2020, Commissioner Alfred Rankins, Jr. approved the Amendment No. 5 to the Agreement for Bookstore Services between Delta State

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- University and Barnes & Noble College Booksellers, LLC, which extends the current agreement between these parties by 4 months. The current agreement expires on February 29, 2020. The purpose of this extension is to provide students with uninterrupted access to a bookstore provider while the terms of a new contract can be negotiated. This extension will result in additional revenues for the university. All terms of the current agreement remain unchanged during this 4-month extension period. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
- c. **JSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 19, 2020, Commissioner Alfred Rankins, Jr. approved the revisions to several FY 2020 *Ayers* academic programs budgets submitted by JSU after conducting a mid-year review of their *Ayers* programs. It appears that these revisions were necessary to align 2020 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 do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. 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.
- d. **MVSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 19, 2020, Commissioner Alfred Rankins, Jr. approved the revisions to several FY 2020 *Ayers* academic programs budgets submitted by MVSU after conducting a mid-year review of their *Ayers* programs. It appears that these revisions were necessary to align 2020 budgets to individual program needs over the remaining months of the year. The requested revisions involve moving funds between programs and from the Salary and Fringes line item that do fit under the pre-approval by the IHL Executive Office policy section of the guideline. Available funds will move from Computer & Information Science, Special Education (Graduate), Bioinformatics, and Institute for Effective Teaching to Mathematic and Biology to provide assistance in funding scholarships to students. 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.
- e. **UMMC** – On February 11, 2020, Commissioner Alfred Rankins, Jr. approved the Rental Agreement between the University of Mississippi Medical Center and Abbott Laboratories, Inc. for specialty equipment and supplies related to Ventricular Assist Devices. These devices and equipment will be rented by UMMC on an as-needed basis as back-up when similar devices currently owned by UMMC are in use or are being

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serviced. The term of the agreement is five years beginning upon execution of the agreement. The cost to rent the various pieces of equipment and supplies is set out in Exhibit A of the agreement. The total cost of the agreement over the five-year term will not exceed \$95,000. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

- f. **UMMC** – On February 11, 2020, Commissioner Alfred Rankins, Jr. approved the Lease 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 2020 commencement ceremony. The term of the Lease is three days beginning May 20, 2020 through May 22, 2020 at a one-time cost of \$7,500. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
- g. **UMMC** – On February 11, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Medical Center and Oktibbeha County Hospital and the request for approval to make prepayments as part of that agreement. The lease is for approximately 1,273 square feet of clinic space at 107 Brandon Road in Starkville for use as a dermatology clinic one (1) day a week. The initial term of the agreement is one year beginning February 17, 2020, with two additional one-year automatic renewal terms through February 16, 2023, at a cost of \$278.29 per month due in advance on the first day of each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and 707.03 Approval for Prepayment for Goods or Services.
- h. **SYSTEM** – On February 28, 2020, Commissioner Alfred Rankins, Jr. reviewed and approved the FY 20 Q2 Quarterly Employment Reports which lists all hires and all separations for the periods beginning October 1, 2019 through December 31, 2019. This report is required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of the report will be maintained in the IHL Department of Finance and Administration.

**HEALTH AFFAIRS  
COMMITTEE REPORT  
Wednesday, March 18, 2020**

The meeting was called to order by Chairman Walt Starr at approximately 3:00 p.m. Due to recommendations from the Mississippi State Department of Health for social distancing due to COVID-19, members of the IHL Board’s Health Affairs Committee participated in the meeting via teleconference. **In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this teleconference meeting were recorded by name in a rollcall. The meeting was held to discuss the COVID-19 pandemic and a temporary relief, for UMMC only, from approval requirements for items otherwise requiring approval by the Board of Trustees or**

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**the Commissioner pursuant to Board Policy 707 Contracts and Policy 905 Real Estate , and the delegation of authority for the Commissioner to approve relief for UMMC from any other Board policy requirements or practices by the COVID-19 emergency. No action was taken.**

On motion by Trustee Dye, seconded by Trustee Morgan, with Trustee Ogletree absent and not voting, all Committee members legally present and participating voted unanimously to adjourn at approximately 3:45 p.m.

The following Committee members were present: Dr. Walt Starr (Chair), Dr. Ford Dye, Ms. Ann Lamar, Dr. Alfred McNair, and Mr. Chip Morgan. Mr. Gee Ogletree was absent.

### **ANNOUNCEMENTS**

- President Parker announced the next meeting will be April 16, 2020 at the Board Office in Jackson, MS and may be held via teleconference.

### **EXECUTIVE SESSION**

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

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

Discussion of a personnel matter at Mississippi Valley State University and  
Discussion of a personnel matter at the IHL Board Office.

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

The Board discussed a personnel matter at Mississippi Valley State University. **No action was taken.**

The Board discussed a personnel matter at the IHL Board Office. **No action was taken.**

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

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**ADJOURNMENT**

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

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President, Board of Trustees of State Institutions of Higher Learning

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Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF  
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**EXHIBITS**

- Exhibit 1      Proposed amendments to Board Policy Section 600 Student Affairs and Admissions, Subsections 602 B. Full Admission and 602 C. Academic Placement Resulting from Various Deficiencies for first reading.
- Exhibit 2      Notification of Proclamation of Existence of Emergency by the Institutional Executive Officer of the University of Southern Mississippi as a result of the “coronavirus disease 2019.”
- Exhibit 3      Real Estate items that were approved by the IHL Board staff subsequent to the February 20, 2020 Board meeting.
- Exhibit 4      Report of the payment of legal fees to outside counsel.

# EXHIBIT 1

March 19, 2020

## **SYSTEM – APPROVAL FOR FIRST READING OF PROPOSED AMENDMENT TO BOARD POLICY 600 SECTION B – STUDENT AFFAIRS AND ADMISSIONS; SUBSECTIONS 602B AND 602C**

### **602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS**

#### **B. FULL ADMISSION**

The College Preparatory Curriculum (CPC) grade point average (GPA) is calculated on a 4.0 scale using the course requirements listed on 602.A. High School Course Requirements.

Full admission will be granted to the following:

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

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

Institutions will use the highest ACT or SAT subject test scores from the same test type when scores from more than one test date are submitted. This process is known as superscoring. A combination of ACT and SAT subtest scores cannot be combined to calculate a superscore.

#### **C. ACADEMIC PLACEMENT RESULTING FROM VARIOUS DEFICIENCIES**

Those Mississippi residents who applied and failed to meet Full Admission Standards along with any Mississippi high school graduate regardless of academic performance may, as a result of review, be admitted to the summer or fall semester. The ACT is not a requirement in this category. The review shall involve a consideration of high school performance, ACT scores (if available), placement testing, special interests and skills as well as other non-cognitive factors. The review shall result in placement in one of the following categories:

# EXHIBIT 1

March 19, 2020

## 1. Full Admission

As a result of the review, students in this category may be placed as if admitted under Section B. In addition, students may be required to enroll in selected college level courses in science and social science equivalent to high school courses in which their background is inadequate. These courses will yield institutional credit.\* Other students in this category may be required to participate in the Year-Long Academic Support Program.

## 2. Full Admission with Academic Deficiencies

Students who have not demonstrated adequate readiness in English or Reading or Mathematics will be granted Full Admission with Academic Deficiencies to the Summer Developmental Program. This is an intensive program that concentrates on high school subject areas (English, Reading, and Mathematics) that are applicable to success in first-year college courses. These courses carry institutional credit.\* Students who successfully complete the summer program, by passing the developmental courses that they are determined to be deficient and the Learning Skills Laboratory courses, will receive admission to the fall term with mandatory participation in the Year-Long Academic Support Program or some other IHL-recognized intervention strategy to promote success in the courses in which they are not fully prepared, according to their highest ACT or SAT ~~subject~~ subject test scores. Students who fail to successfully complete the Summer Developmental Program are not eligible for enrollment in the regular academic year and will be counseled to explore other postsecondary opportunities, including those offered by community colleges.

# EXHIBIT 2

March 19, 2020

## **USM - NOTIFICATION OF PROCLAMATION OF EXISTENCE OF EMERGENCY BY INSTITUTIONAL EXECUTIVE OFFICER OF THE UNIVERSITY OF SOUTHERN MISSISSIPPI**

The Institutional Executive Officer of the University of Southern Mississippi has issued a Proclamation of Existence of Emergency as a result of the “coronavirus disease 2019.” This proclamation is required by Ms. Code Ann. Section 31-7-13(j) and provides that required rules for competitive bidding practices may be disallowed during the time of the emergency. State law requires that the Board of Trustees be notified of such proclamations. The text of the proclamation is shown below.

### **PROCLAMATION OF EXISTENCE OF EMERGENCY BY INSTITUTIONAL EXECUTIVE OFFICER OF THE UNIVERSITY OF SOUTHERN MISSISSIPPI**

**MARCH 13, 2020**

Whereas, health authorities worldwide have been dealing with an outbreak of a novel coronavirus, now named “coronavirus disease 2019” (abbreviated “COVID-19”); and

Whereas, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization (“WHO”) declared the outbreak a “public health emergency of international concern”; and

Whereas, on January 31, 2020, Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s healthcare community in responding to COVID-19; and

Whereas, on March 11, 2020, WHO publicly characterized COVID-19 as a pandemic; and

Whereas, the first confirmed case of COVID-19 in Mississippi was announced by local health authorities in Forrest County, Mississippi on March 11, 2020; and

Whereas, since that time, 2 other cases of COVID-19 have been identified in Forrest County; and

Whereas, the City of Hattiesburg and Forrest County have each separately declared a state of emergency under date of March 13, 2020, in accordance with applicable state law, copies of which are attached to this Proclamation as Exhibits A and B, respectively.

# EXHIBIT 2

March 19, 2020

NOW, THEREFORE, I, as the Institutional Executive Officer of The University of Southern Mississippi, do find and declare that an extreme emergency exists on the campus of the University as a result of the outbreak of COVID-19 in the area, which has created a risk of extreme peril to the safety of persons and property and a severe disruption of the educational process as a result of potential exposure to the viral disease.

WHEREAS, I further find and declare that as a result of the extreme situation existing on campus, and the severe disruption of the educational process resulting from the outbreak and its effects on faculty, staff and students, an emergency situation exists as authorized and defined by Section 31-7-13 (j) of the Mississippi Code Annotated. I further determine that the emergency exists with respect to the purchase of commodities and repair contracts such that any delay incident to giving an opportunity for competitive bidding would be detrimental to the interests of the State and The University of Southern Mississippi and its faculty, staff and students.

I further determine pursuant to Section 31-7-13 (j) that the rules relating to competitive bidding should not apply and that the University and its designated officers should be authorized to make purchases and enter into appropriate contracts while such emergency continues.

I further proclaim that said emergency shall be deemed to continue until such time as the emergency is abated so as to allow faculty, staff and students to resume normal educational activities.

RODNEY D. BENNETT, PRESIDENT

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# EXHIBIT 3

March 19, 2020

## **SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE FEBRUARY 20, 2020 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 102-258 – Sillers Coliseum Renovation**

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

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

Board staff approved Change Order #1 in the amount of \$23,169.60 and thirty-two (32) additional days to the contract of E Cornell Malone Corporation. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, February 20, 2020

Change Order Description: Change Order #1 includes the following items: remove the existing metal roof from one (1) vent; install 1" ISO over the existing substrate; install .080 mil TPO over the insulation, turning the membrane down at the outer edges; install termination bar and seal; remove the existing sealant or mortar at the exterior masonry control joints behind the downspout locations; install a silicone sealant at the exterior masonry control joints at the downspout locations; disconnect the power and kill at the nearest junction box for exhaust fans on the front entrance canopy; demo the existing exhaust fans and replace with new insulated roof curb and cap; demo and replace three (3) gravity ventilators; and thirty-two (32) days to the contract.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$23,169.60.

Project Initiation Date: October 16, 2014

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

General Contractor: E Cornell Malone Corporation

Phased Project Budget: \$2,668,798.73

Total Project Budget: \$2,850,000.00

# EXHIBIT 3

March 19, 2020

## 2. DSU– GS 102-267 – Campus Roofing (REBID)

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

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

Board staff approved Change Order #1 in the amount of \$12,933.60 and eight (8) additional days to the contract of Norman Enterprises, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, February 20, 2020

Change Order Description: Change Order #1 includes the following items: installed a new expansion joint on a roof; installed a new metal window sill flashing; and eight (8) days to the contract.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$12,933.60.

Project Initiation Date: November 17, 2016

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

General Contractor: Norman Enterprises, Inc.

Total Project Budget: \$1,515,000.00

## MISSISSIPPI STATE UNIVERSITY

## 3. MSU– IHL 205-291 – Transit Facility

**Approval Request #1: Design Development Documents**

Board staff approved the Design Development Documents as submitted by Shafer-Zahner-Zahner

Approval Status & Date: APPROVED, February 19, 2020

Project Initiation Date: June 18, 2015

Design Professional: Shafer-Zahner-Zahner

General Contractor: TBD

Total Project Budget: \$4,500,000.00

## 4. MSU- IHL 205-300– Summer 2020 Various Parking Lots

**Approval Request #1: Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Neel Schaffer, Inc.

Approval Status & Date: APPROVED, February 25, 2020

**Approval Request #2: Waiver Design Development Documents**

Board staff approved the Design Development Documents as submitted by Neel Schaffer, Inc.

Project Initiation Date: May 19, 2011

Design Professional: Neel Schaffer, Inc.

General Contractor: TBD

Total Project Budget: \$2,000,000.00

# EXHIBIT 3

March 19, 2020

5. **MSU- IHL 413-002 – Forest & Wildlife Facilities**

**Approval Request #1: Design Development Documents**

Board staff approved the Design Development Documents as submitted by Schafer-Zahner-Zahner.

Approval Status & Date: APPROVED, February 19, 2020

Project Initiation Date: March 1, 2019

Design Professional: Shafer-Zahner-Zahner

General Contractor: TBD

Total Project Budget: \$4,172,500.00

## MISSISSIPPI UNIVERSITY FOR WOMEN

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

**Approval Request #1: Award of Construction Contract**

Board staff approved the Award of Contract in the amount of \$2,500,000.00 to the apparent low bidder, Webster Electric Co., LLC.

Approval Status & Date: APPROVED, February 13, 2020

Project Initiation Date: November 15, 2018

Design Professional: Atwell & Gent, P.A.

General Contractor: Webster Electric Co., LLC

Total Project Budget: \$2,500,000.00

## UNIVERSITY OF MISSISSIPPI

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

**Approval Request #1: Change Order #17**

Board staff approved Change Order #17 in the amount of \$43,458.83 and zero (0) additional days to the contract of Zahner construction, LLC.

Approval Status & Date: APPROVED, February 24, 2020

Change Order Description: Change Order #17 includes the following items: reimbursed the contractor for mechanical equipment warranty and filter maintenance due to extended timeframe of construction; credit issued due to transposition of numbers.

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

Total Project Change Orders and Amount: Seventeen (17) change orders for a total amount of \$2,714,407.25.

Project Initiation Date: November 15, 2012

Design Professional: JBHM Architects, P.A.

General Contractor: Zellner Construction Services, LLC

Phased Project Budget: \$30,773,995.67

Total Project Budget: \$33,250,000.00

# EXHIBIT 3

March 19, 2020

8. **UM – IHL 207-445 – Stewart Hall – Elevator Refurbishment (Qty 2)**

**Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of \$3,971.92 and seven (7) additional days to the contract of Barnes & Brower, Inc.

Approval Status & Date: APPROVED, February 10, 2020

Change Order Description: Change Order #2 includes the following items: added two (2) additional smoke detectors in the bottom of the elevator pit; added another smoke detector in the ceiling of the elevator machine room; installed cabling in the elevator shaft for future CCTV cameras; and seven (7) days to the contract.

Change Order Justification: These changes were necessary due to changes in requirements or recommendations by governmental agencies; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$4,672.72.

Project Initiation Date: November 15, 2018

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: Barnes & Brower, Inc.

Total Project Budget: \$1,200,000.00

9. **UM – IHL 207-449 – Lyceum Exterior Window Restoration**

**Approval Request #3: Contract Documents**

Board staff approved Contract Documents as submitted by Eley Guild Hardy Architects, P.A.

Approval Status & Date: APPROVED, February 28, 2020

**Approval Request #4: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, February 28, 2020

Project Initiation Date: February 21, 2019

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

General Contractor: NA

Total Project Budget: \$1,725,000.00

10. **UM - IHL #207-453- South Oxford Center – Film Studio**

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

Board staff approved Change Order #1 in the amount of \$20,027.75 and eleven (11) additional days to the contract of D C Services, LLC.

Approval Status & Date: APPROVED, February 12, 2020

Change Order Description: Change Order #1 includes the following items: added sheetrock for furr downs in stage area; relocated an office door; raised a roof drain and hot water piping in a classroom; added VCT flooring in stage area; added stainless steel sink in the green room; added a tv monitor in the green room; door access control changes done; and eleven (11) days to the contract.

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

# EXHIBIT 3

March 19, 2020

Total Project Change Orders and Amount: One (1) change order for a total amount of \$20,027.75.

Project Initiation Date: May 16, 2019

Design Professional: McCarty Architects, P.A.

General Contractor: D C Services, LLC

Total Project Budget: \$1,750,000.00

## 11. UM – IHL 207-456 – Brevard Hall 3<sup>rd</sup> Floor BioMed Department

### **Approval Request #3: Contract Documents**

Board staff approved Contract Documents as submitted by McCarty Architects, P.A.

Approval Status & Date: APPROVED, March 2, 2020

### **Approval Request #4: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, March 2, 2020

Project Initiation Date: August 15, 2019

Design Professional: McCarty Architects, P.A.

General Contractor: TBD

Total Project Budget: \$1,300,000.00

## 12. UM- IHL 207-461– Stockard Hall – AC VAV Boxes Replacement & Controls

### **Upgrade**

### **Approval Request #1: Schematic Design Documents**

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

Approval Status & Date: APPROVED, February 28, 2020

### **Approval Request #2: Waiver Design Development Documents**

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

### **Approval Request #3: Contract Documents**

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

Approval Status & Date: APPROVED, March 4, 2020

### **Approval Request #4: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, March 4, 2020

Project Initiation Date: May 19, 2011

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: TBD

Total Project Budget: \$1,200,000.00

# EXHIBIT 3

March 19, 2020

## UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

13. **UMMC- IHL 209-576 – MS Center for Medically Fragile Children**

**Approval Request #1: Schematic Design Documents**

Board staff approved the Schematic Design Documents as submitted by Eley Barkley Dale – A Joint Venture.

Approval Status & Date: APPROVED, February 19, 2020

Project Initiation Date: June 15, 2017

Design Professional: Eley Barkley Dale – A Joint Venture

General Contractor: TBD

Total Project Budget: \$12,500,000.00

14. **IHL SYSTEM OFFICE – GS 111-060 – Restroom & Plumbing Improvements**

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

**Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by JBHM

Approval Status & Date: APPROVED, February 25, 2020

**Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, February 25, 2020

Project Initiation Date: November 21, 2018

Design Professional: JBHM

General Contractor: NA

Total Project Budget: \$300,000.00

# EXHIBIT 4

March 19, 2020

## SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 11/1/19) from the funds of Alcorn State University. (This statement, in the amount of \$42.65, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 42.65**

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 2/1/20) from the funds of Jackson State University. (This statement, in the amount of \$4,000.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 4,000.00**

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 1/13/20, 1/13/20, 2/19/20 and 2/19/20) from the funds of Mississippi State University. (These statements, in the amounts of \$7,750.00, \$3,750.00, \$1,437.50 and \$3,187.50, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 16,125.00**

Payment of legal fees for professional services rendered by Butler Snow (statements dated 1/6/20 and 2/17/20) from the funds of Mississippi State University. (These statements, in the amounts of \$15,000.00 and \$3,923.50, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 18,923.50**

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 2/1/20) from the funds of Mississippi State University. (This statement, in the amount of \$2,000.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 2,000.00**

Payment of legal fees for professional services rendered by McDonald Hopkins (statement dated 12/16/19) from the funds of Mississippi Valley State University. (This statement, in the amount of \$2,080.00, represents services and expenses in connection with legal advice.) Mississippi Valley State University is responsible for only \$1,670.00 of this invoice.

**TOTAL DUE.....\$ 1,670.00**

# EXHIBIT 4

March 19, 2020

Payment of legal fees for professional services rendered by Evans Petree, PC (statement dated 12/3/19) from the funds of the University of Mississippi. (This statement, in the amount of \$5,657.50, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 5,657.50**

Payment of legal fees for professional services rendered by Hogan Lovells (statements dated 12/19/19 and 1/15/20) from the funds of the University of Mississippi. (These statements, in the amounts of \$8,029.50 and \$2,782.50, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 10,812.00**

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 12/10/19, 12/10/19, 1/14/20, 1/14/20 and 1/15/20) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,667.50, \$7,741.00, \$4,770.00, \$7,678.34 and \$1,025.55, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 23,882.39**

Payment of legal fees for professional services rendered by Phelps Dunbar, LLP (statement dated 12/31/19) from the funds of the University of Mississippi. (This statement, in the amount of \$8,468.39, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 8,468.39**

Payment of legal fees for professional services rendered by Baker Donelson Bearman Caldwell & Berkowitz, PC (statement dated 1/7/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$386.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 386.00**

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 1/13/20, 1/13/20, 1/13/20, 1/15/20, 1/16/20, 1/16/20, 2/6/20, 2/12/20, 2/12/20, 2/12/20, 2/12/20, 2/12/20, 2/12/20 and 2/12/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$9,882.50, \$885.00, \$678.50, \$1,563.50, \$13,186.50, \$17,984.89, \$1,858.50, \$18,702.30, \$3,334.30, \$5,896.40, \$619.50, \$2,330.50, \$5,076.00, \$599.00 and \$1,121.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 82,718.39**

# EXHIBIT 4

March 19, 2020

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 1/29/20, 1/30/20, 1/30/20, 1/31/20 and 2/12/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$17,497.86, \$2,970.50, \$13,547.27, \$3,206.30 and \$1,275.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 38,496.93**

Payment of legal fees for professional services rendered by Gore Kilpatrick & Dambrino, PLLC (statements dated 1/27/20, 1/27/20, 1/27/20 and 1/27/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,937.00, \$2,739.00, \$33.00 and \$132.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 5,841.00**

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 1/8/20, 1/8/20, 1/8/20, 1/8/20, 2/6/20, 2/6/20, 2/6/20, 2/6/20, 2/6/20 and 2/6/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$82.50, \$49.50, \$412.50, \$3,069.00, \$66.00, \$18.00, \$18.00, \$18.00, \$18.00 and \$50.10, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 3,801.60**

Payment of legal fees for professional services rendered by Page Kruger & Holland (statement dated 2/3/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$66.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 66.00**

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 1/1/20, 1/13/20, 1/13/20, 1/13/20, 1/22/20 and 1/31/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,564.34, \$1,782.00, \$6,435.00, \$2,590.50, \$693.55, and \$13,232.56, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 26,297.95**

Payment of legal fees for professional services rendered by Taylor Wellons Plitz Duhe, APLC (statements dated 1/21/20, 1/31/20, 1/31/20, 1/31/20, 2/20/20, 2/20/20, 2/20/20 and 2/20/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$337.50, \$2,238.75, \$364.50, \$337.50, \$553.50, \$301.50, \$99.00 and \$648.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,880.25**

# EXHIBIT 4

March 19, 2020

Payment of legal fees for professional services rendered by Waller Lansden Dortch & Davis, LLP (statement dated 1/13/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$826.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 826.00**

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 1/3/20, 1/14/20 and 1/17/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$41,711.00, \$4,008.00 and \$49.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 45,768.50**

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 1/3/20, 1/21/20, 1/21/20, 1/21/20, 2/4/20, 2/5/20, 2/10/20, 2/10/20 and 2/10/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$17,505.20, \$2,447.80, \$2,254.50, \$1,867.80, \$24,976.07, \$5,287.00, \$2,610.00, \$2,083.40 and \$2,026.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 61,058.27**

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statements dated 1/13/20 and 2/13/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$1,678.20 and \$3,231.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,909.70**

Payment of legal fees for professional services rendered by Butler Snow (statement dated 2/13/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$4,904.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,904.00**

Payment of legal fees for professional services rendered by Dornan Law Office, PLLC (statement dated 2/3/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$2,194.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 2,194.50**

# EXHIBIT 4

March 19, 2020

Payment of legal fees for professional services rendered by Mayo Mallette PLLC (statement dated 2/12/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$97.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 97.50**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 1/1/20, 1/1/20, 1/1/20 and 2/1/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$34.50, \$42.08, \$1,500.00, and \$156.13, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 1,732.71**

Payment of legal fees for professional services rendered by Wise Carter Child & Caraway, P.A. (statements dated 11/4/19 and 2/7/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$2,847.00 and \$526.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 3,373.50**

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

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statement dated 1/27/20) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: "Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans" - \$196.04)

**TOTAL DUE.....\$ 196.04**

Payment of legal fees for professional services rendered by Stites & Harbison (statement dated 1/22/20) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: "Unsymmetrical Salts, CCC-NHC Pincer Metal Complexes and Methods of Making Same" - \$38.00.)

**TOTAL DUE.....\$ 38.00**

Payment of legal fees for professional services rendered by Armstrong|Teasdale (statement dated 1/6/20) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: "Systems and Methods for Detecting Transient Acoustic Signals" - \$1,615.12.)

**TOTAL DUE.....\$ 1,615.12**

# EXHIBIT 4

March 19, 2020

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/7/19, 10/7/19 and 11/21/19) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Cache Mapping Technology Matter” – \$3,156.50; “Stuttering Inhibition Device” - \$800.00; and “Cache Mapping Technology Matter” - \$1,580.92, respectively.)

**TOTAL DUE.....\$ 5,537.42**

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 10/19/19, 10/19/19, 10/25/19, 10/26/19, 11/4/19, 11/19/19, 11/19/19, 11/19/19, 11/19/19, 11/20/19, 11/20/19, 11/20/19, 11/21/19, 11/21/19, 11/21/19, 11/21/19, 11/21/19, 11/21/19, 11/21/19, 11/26/19, 11/27/19, 11/27/19, 11/27/19, 12/3/19, 12/5/19, 12/12/19, 12/19/19, 12/19/19, 1/4/20 and 1/4/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$711.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$526.00; “Synthesis of  $\beta$ -Fluoro-,  $\beta$ -Unsaturated Amides” - \$1,894.55; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$695.00; “Biologically Active Cannabidiol Analogs” - \$646.71; “Potent Immunostimulants from Microalga” - \$2,362.00; “Potent Immunostimulants from Microalga” - \$2,572.00; “Potent Immunostimulants from Microalga” - \$1,260.00; “Isolation of Pure Cannabinoids from Cannabis” - \$1,972.05; “Potent Immunostimulants from Microalga” - \$1,309.00; “Isolation of Pure Cannabinoids from Cannabis” - \$6,313.58; “Biologically Active Cannabidiol Analogs” - \$1,032.50; “Potent Immunostimulants from Microalga” - \$1,254.00; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$665.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$584.00; “Isolation of Pure Cannabinoids from Cannabis” - \$1,907.15; “Biologically Active Cannabidiol Analogs” - \$1,141.46; “Biologically Active Cannabidiol Analogs” - \$2,202.50; “Biologically Active Cannabidiol Analogs” - \$4,142.85; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes” - \$913.72; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$952.55; “Synthesis of  $\beta$ -Fluoro-,  $\beta$ -Unsaturated Amides” - \$761.40; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$1,036.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$727.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$824.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$682.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$1,068.00; “Biologically Active Cannabidiol Analogs” - \$3,167.00; “Compositions from Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$587.00; and “Biologically Active Cannabidiol Analogs” - \$587.00, respectively.)

**TOTAL DUE.....\$ 44,498.02**

# EXHIBIT 4

March 19, 2020

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 10/24/19, 10/24/19, 10/24/19, 10/24/19, 10/24/19, 10/24/19, 10/24/19, 10/24/19, 10/24/19, 10/29/19, 10/29/19, 11/15/19, 11/15/19, 11/15/19, 12/16/19, 12/16/19, 12/16/19, 12/16/19, 12/16/19, 12/16/19, and 12/16/19) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Delivery of Medicaments to the Nail” - \$342.00; “Highly Purified Amphotericin B” - \$342.00; “Solubilization & Disposal of Radioactive Scale & Sludge” - \$4,042.00; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” - \$467.50; “Use of Trans-Gnetin H or Extracts Containing Genetic H as Lactic Acid Production Inhibitor” - \$461.50; “Anticancer Formulation” - \$8,613.00; “Amphotericin Loaded Pegylated Lipid Nanoparticles and Methods of Use” - \$424.50; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” - \$576.00; “Anticancer Formulation” - \$38.00; “Delivery of Medicaments to the Nail” - \$399.00; “Highly Purified Amphotericin B” - \$977.00; “Highly Purified Amphotericin B” - \$1,753.00; “Highly Purified Amphotericin B” - \$716.00; “Highly Purified Amphotericin B” - \$694.00; “Highly Purified Amphotericin B” - \$489.00; and “Amphotericin Loaded Pegylated Lipid Nanoparticles and Methods of Use” - \$419.00, respectively).

**TOTAL DUE.....\$ 22,121.50**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 1/22/20, 1/22/20, 1/22/20, 1/29/20, and 1/29/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$175.00, \$624.00, \$371.00, \$1,046.00 and \$1,113.50, respectively, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 3,329.50**

Payment of legal fees for professional services rendered by Workman Nydegger (statement dated 1/24/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$64.00, represents services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 64.00**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
April 10, 2020**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a special called teleconference meeting held at the Board Office in Jackson, Mississippi, at 10:00 a.m., and pursuant to notice in writing, to each and every member of said Board. At the above-named place there were present the following members to wit: Dr. Steven Cunningham (by phone), Dr. Ford Dye (by phone), Mr. Shane Hooper (by phone), Ms. Ann H. Lamar (by phone), Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin (by phone), Dr. Alfred E. McNair, Jr. (by phone), Mr. Chip Morgan (by phone), Mr. Gee Ogletree (by phone), Mr. Hal Parker (by phone), and Dr. J. Walt Starr (by phone). Mr. Tom Duff 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 rollcall. The meeting was held to discuss university issues related to the current COVID-19 pandemic.**

On motion by Trustee Hooper, seconded by Trustee McNair, with Trustee Duff absent and not voting, all Trustees legally present and participating voted unanimously to approve the following IHL Guidance on COVID-19 Related Student Refunds:

1. IHL universities will refund or credit prorated room, board, and parking to students that are no longer on campus due to the COVID-19 pandemic. The prorated amount may start on the 1st day classes would have resumed if spring break had not been extended.
  - a. March 16 – ASU, DSU, JSU, MSU, MUW, MVSU, and UM
  - b. March 23 – USM
2. Room, board, and parking refunds may be a direct payment or credit to student’s fall 2020 semester account.
3. Refunds will be less any outstanding balance owed to the university.
4. Students are not eligible for refunds that withdrew from the university prior to the 1st day classes would have resumed if spring break had not been extended.
5. If the room fee was paid with an institutional scholarship, the student will not be eligible for a refund.
6. Given classes are proceeding via online and other remote instructional methods, IHL universities may not refund any tuition or any other fees.

**ADJOURNMENT**

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

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President, Board of Trustees of State Institutions of Higher Learning

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Commissioner, Board of Trustees of State Institutions of Higher Learning

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
 CONSENT AGENDA  
 ACADEMIC AFFAIRS  
 APRIL 16, 2020**

**1. SYSTEM – APPROVAL OF MODIFICATIONS TO EXISTING ACADEMIC UNITS**

**A. RENAMING**

**1. UM – Current Unit Title: Department of Legal Studies**

Proposed Unit Title: **Department of Criminal Justice & Legal Studies**

Six-year cost of implementation: No change to operating costs

Effective date: June 2020

Rationale: The department name change will more accurately reflect the substance and focus of the department’s degree programs, the teaching and research interests of the faculty, and the career opportunities for alumni. Academic units of peer institutions that have similar degree programs and similar faculty profiles have “criminal justice” in the title of the academic unit.

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

**2. SYSTEM – APPROVAL OF DEGREES TO BE CONFERRED IN SPRING 2020**

*Board Policy 510: Awarding of Degrees states that “Degrees granted by institutions under the governance of the Board are awarded by and with the consent of the Board and are countersigned by the President of the Board. Recommendations for the awarding of degrees to students by the various institutions must be made no later than the Board meeting prior to the commencement at which such awards will be made.”*

In accordance with Board policy, the institutions below request permission to award degrees at the following levels in Spring 2020, provided each candidate has met all requirements for the degree.

Institution	Degree to be Conferred	Number	Subtotal	Total	
<b>Alcorn State University</b>					
	<i>Undergraduate</i>				
	Associate of Science in Nursing	17			
	Bachelor of Arts	66			
	Bachelor of Arts in Music	6			
	Bachelor of Music	3			
	Bachelor of Science	250			
	Bachelor of Science in Nursing	21			
	Bachelor of Social Work	8			
	<i>Graduate</i>				
	Master of Arts in Teaching	1			
	Master of Business Administration	8			
	Master of Liberal Arts	3			
	Master of Science in Agriculture	4			
	Master of Science in Applied Science and Technology	6			

Institution	Degree to be Conferred	Number	Subtotal	Total	
	Master of Science in Biology	4			
	Master of Science in Computer and Information Science	0			
	Master of Science in Elementary Education	6			
	Master of Science in Nursing	7			
	Master of Science in Secondary Education	0			
	Master of Science in Workforce Education Leadership	14			
	Educational Specialist	1			
	<b>Total Undergraduate Degrees</b>		<b>371</b>		
	<b>Total Graduate Degrees</b>		<b>54</b>		
	<b>Total Degrees</b>			<b>425</b>	
<b>Delta State University</b>					
	<b>College of Arts and Sciences</b>		177		
	Bachelor of Arts	15			
	Bachelor of Applied Science	3			
	Bachelor of Fine Arts	18			
	Bachelor of Music	4			
	Bachelor of Music Education	9			
	Bachelor of Science	67			
	Bachelor of Science in Education	4			
	Bachelor of Science in Social Justice & Criminology	10			
	Bachelor of Science in Interdisciplinary Studies	10			
	Bachelor of Social Work	32			
	Bachelor of University Studies	5			
	<b>College of Business and Aviation</b>		92		
	Bachelor of Business Administration	83			
	Bachelor of Commercial Aviation	9			
	<b>College of Education and Human Sciences</b>		96		
	Bachelor of Arts	11			
	Bachelor of Science	47			
	Bachelor of Science in Education	38			
	<b>School of Nursing</b>		38		
	Bachelor of Science in Nursing	38			
	<b>School of Graduate Studies</b>		140		
	Master of Arts in Liberal Studies	2			
	Master of Applied Science	0			
	Master of Arts in Teaching	4			
	Master of Business Administration	22			
	Master of Commercial Aviation	7			
	Master of Education	32			
	Master of Professional Accountancy	2			
	Master of Science in Community Development	7			
	Master of Science in Natural Sciences	2			
	Master of Science in Nursing	6			
	Master of Science in Social Justice & Criminology	1			
	Master of Science in Sport and Human Performance	14			
	Educational Specialist	35			
	Doctor of Education	6			

Institution	Degree to be Conferred	Number	Subtotal	Total	
	Doctor of Nursing Practice	0			
	<b>Total Undergraduate Degrees</b>		<b>403</b>		
	<b>Total Graduate Degrees</b>		<b>140</b>		
	<b>Total Degrees</b>			<b>543</b>	
<b>Jackson State University</b>					
	<b>Undergraduate</b>				
	Bachelor of Arts	44			
	Bachelor of Business Administration	81			
	Bachelor of Music	4			
	Bachelor of Music Education	2			
	Bachelor of Science	423			
	Bachelor of Science Education	3			
	Bachelor of Social Work	36			
	Bachelor of University Studies	19			
	<b>Graduate</b>				
	Master of Arts	7			
	Master of Arts in Teaching	4			
	Master of Business Administration	5			
	Master of Music Education	5			
	Master of Professional Accountancy	4			
	Master of Public Health	9			
	Master of Public Policy and Administration	3			
	Master of Science	41			
	Master of Science in Education	52			
	Master of Science in Teaching	3			
	Master of Social Work	55			
	Specialist in Education	21			
	Doctor of Education	3			
	Doctor of Philosophy	21			
	Doctor of Public Health	5			
	<b>Total Undergraduate Degrees</b>		<b>612</b>		
	<b>Total Graduate Degrees</b>		<b>238</b>		
	<b>Total Degrees</b>			<b>850</b>	
<b>Mississippi State University</b>					
	<b>College of Agriculture and Life Sciences</b>		262		
	Bachelor of Science	224			
	Bachelor of Landscape Architecture	12			
	Master of Agribusiness Management	2			
	Master of Agriculture	0			
	Master of Landscape Architecture	2			
	Master of Science	15			
	Doctor of Philosophy	7			
	<b>College of Architecture, Art, and Design</b>		90		
	Bachelor of Architecture	17			
	Bachelor of Fine Arts	21			
	Bachelor of Science	52			

Institution	Degree to be Conferred	Number	Subtotal	Total	
	Master of Science	0			
	Master of Fine Arts	0			
	<b><i>College of Arts and Sciences</i></b>		594		
	Bachelor of Arts	223			
	Bachelor of Science	310			
	Bachelor of Applied Technology	5			
	Bachelor of Social Work	22			
	Master of Arts	7			
	Master of Science	13			
	Master of Public Policy and Administration	5			
	Doctor of Philosophy	9			
	<b><i>College of Business</i></b>		341		
	Bachelor of Business Administration	285			
	Master of Arts	0			
	Master of Business Administration	54			
	Master of Science Information Systems	2			
	Doctor of Philosophy	0			
	<b><i>College of Education</i></b>		395		
	Bachelor of Music Education	9			
	Bachelor of Science	337			
	Master of Arts in Teaching	5			
	Master of Arts in Teaching Middle	0			
	Master of Arts in Teaching Secondary	5			
	Master of Arts in Teaching Special	1			
	Master of Science	28			
	Master of Science in Instructional Technology	1			
	Educational Specialist	3			
	Doctor of Education	0			
	Doctor of Philosophy	6			
	<b><i>College of Engineering</i></b>		448		
	Bachelor of Science	414			
	Master of Engineering	0			
	Master of Science	22			
	Doctor of Philosophy	12			
	<b><i>College of Forest Resources</i></b>		52		
	Bachelor of Science	48			
	Master of Science	4			
	Doctor of Philosophy	0			
	<b><i>School of Accountancy</i></b>		105		
	Bachelor of Accountancy	88			
	Master of Professional Accountancy	14			
	Master of Taxation	3			
	<b><i>College of Veterinary Medicine</i></b>		119		
	Bachelor of Science	30			
	Master of Science	1			
	Doctor of Philosophy	0			
	Doctor of Veterinary Medicine	88			
	<b><i>Academic Affairs</i></b>		31		

Institution	Degree to be Conferred	Number	Subtotal	Total	
	Bachelor of University Studies	31			
	<b>Total Undergraduate Degrees</b>		<b>2128</b>		
	<b>Total Graduate Degrees</b>		<b>309</b>		
	<b>Total Degrees</b>			<b>2437</b>	
<b>Mississippi University for Women</b>					
	<b>Undergraduate</b>				
	Associate of Science in Nursing	51			
	Bachelor of Applied Science	20			
	Bachelor of Art	48			
	Bachelor of Business Administration	40			
	Bachelor of Fine Art	8			
	Bachelor of Music	2			
	Bachelor of Professional Studies	9			
	Bachelor of Science	130			
	Bachelor of Science in Nursing	73			
	Bachelor of University Studies	0			
	<b>Graduate</b>				
	Master of Art	5			
	Master of Art in Teaching	3			
	Master of Business Administration	3			
	Master of Education	3			
	Master of Fine Art	0			
	Master of Public Health	11			
	Master of Science	14			
	Master of Science in Nursing	0			
	Doctor of Nursing Practice	7			
	<b>Total Undergraduate Degrees</b>		<b>381</b>		
	<b>Total Graduate Degrees</b>		<b>46</b>		
	<b>Total Degrees</b>			<b>427</b>	
<b>Mississippi Valley State University</b>					
	<b>Undergraduate</b>				
	Bachelor of Arts	25			
	Bachelor of Arts in Mass Communication	1			
	Bachelor of Music	5			
	Bachelor of Science	128			
	Bachelor of Secondary Education	6			
	Bachelor of Social Work	14			
	<b>Graduate</b>				
	Master of Art	1			
	Master of Art in Teaching	2			
	Master of Business Administration	16			
	Master of Science	25			
	Master of Social Work	11			
	<b>Total Undergraduate Degrees</b>		<b>179</b>		
	<b>Total Graduate Degrees</b>		<b>55</b>		
	<b>Total Degrees</b>			<b>234</b>	

Institution	Degree to be Conferred	Number	Subtotal	Total	
<b>University of Mississippi</b>					
	<b><i>College of Liberal Arts</i></b>		627		
	Bachelor of Arts	528			
	Bachelor of Fine Arts	7			
	Bachelor of Music	12			
	Bachelor of Science	80			
	<b><i>School of Engineering</i></b>		206		
	Bachelor of Engineering	10			
	Bachelor of Science in Biomedical Engineering	8			
	Bachelor of Science in Chemical Engineering	35			
	Bachelor of Science in Civil Engineering	22			
	Bachelor of Science in Computer Science	37			
	Bachelor of Science in Electrical Engineering	19			
	Bachelor of Science in Geological Engineering	15			
	Bachelor of Science in Geology	2			
	Bachelor of Science in Mechanical Engineering	58			
	<b><i>School of Education</i></b>		244		
	Bachelor of Arts in Education	244			
	<b><i>School of Business</i></b>		564		
	Bachelor of Business Administration	564			
	<b><i>School of Accountancy</i></b>		206		
	Bachelor of Accountancy	206			
	<b><i>School of Applied Sciences</i></b>		411		
	Bachelor of Arts in Sports and Recreation Administration	15			
	Bachelor of Science in Criminal Justice	98			
	Bachelor of Science in Exercise Science	116			
	Bachelor of Science	141			
	Bachelor of Social Work	27			
	Bachelor of Science in Law Studies	14			
	<b><i>School of Journalism and New Media</i></b>		298		
	Bachelor of Arts in Journalism	46			
	Bachelor of Science (IMC)	252			
	<b><i>General Studies</i></b>		153		
	Bachelor of Multi-Disciplinary Studies	131			
	Bachelor of University Studies	22			
	<b><i>Graduate School</i></b>		446		
	Master of Accountancy	28			
	Master of Accountancy and Data Analytics	17			
	Master of Arts	114			
	Master of Business Administration	18			
	Master of Criminal Justice	13			
	Master of Education	31			
	Master of Fine Arts	13			
	Master of Music	9			
	Master of Science	110			
	Master of Science in Exercise Science	2			

<b>Institution</b>	<b>Degree to be Conferred</b>	<b>Number</b>	<b>Subtotal</b>	<b>Total</b>	
	Master of Taxation	4			
	Master of Taxation and Data Analytics	4			
	Specialist in Education	1			
	Doctor of Education	21			
	Doctor of Philosophy	61			
	<b>Law School</b>		102		
	Juris Doctor	101			
	Master of Laws	1			
	<b>School of Pharmacy</b>		99		
	Doctor of Pharmacy	99			
	<b>Total Undergraduate Degrees</b>		<b>2709</b>		
	<b>Total Graduate/Professional Degrees</b>		<b>647</b>		
	<b>Total Degrees</b>			<b>3356</b>	
<b>University of Mississippi Medical Center</b>					
	<b>Undergraduate</b>				
	Bachelor of Science	99			
	Bachelor of Science in Nursing	117			
	<b>Graduate/Professional</b>				
	Master of Health Sciences	10			
	Master of Occupational Therapy	40			
	Master of Science	119			
	Master of Science in Nursing	60			
	Doctor of Dental Medicine	43			
	Doctor of Health Administration	9			
	Doctor of Nursing Practice	6			
	Doctor of Medicine	148			
	Doctor of Philosophy	13			
	Doctor of Physical Therapy	47			
	<b>Total Undergraduate Degrees</b>		<b>216</b>		
	<b>Total Graduate/Professional Degrees</b>		<b>495</b>		
	<b>Total Degrees</b>			<b>711</b>	
<b>University of Southern Mississippi</b>					
	<b>College of Arts and Sciences</b>		822		
	Bachelor of Arts	208			
	Bachelor of Fine Arts	26			
	Bachelor of Interdisciplinary Studies	8			
	Bachelor of Liberal Studies	48			
	Bachelor of Music	5			
	Bachelor of Music Education	13			
	Bachelor of Science	329			
	Bachelor of University Studies	12			
	Master of Arts	19			
	Master of the Arts in Teaching of Language	8			
	Master of Fine Arts	9			
	Master of Music	23			
	Master of Music Education	1			
	Master of Science	46			
	Doctor of Musical Arts	11			

Institution	Degree to be Conferred	Number	Subtotal	Total	
	Doctor of Philosophy	56			
	<b><i>College of Business and Economic Development</i></b>		276		
	Bachelor of Science	4			
	Bachelor of Science in Business Administration	223			
	Master of Business Administration	14			
	Master of Professional Accountancy	4			
	Master of Science	31			
	<b><i>College of Education and Human Sciences</i></b>		451		
	Bachelor of Arts	5			
	Bachelor of Science	294			
	Master of Arts	5			
	Master of Arts in Teaching	8			
	Master of Education	19			
	Master of Library and Information Science	18			
	Master of Science	24			
	Master of Social Work	45			
	Specialist in Education	5			
	Doctor of Education	9			
	Doctor of Philosophy	19			
	<b><i>College of Nursing and Health Professions</i></b>		248		
	Bachelor of Arts	33			
	Bachelor of Science	68			
	Bachelor of Science in Nursing	100			
	Master of Arts	0			
	Master of Public Health	14			
	Master of Science	22			
	Master of Science in Nursing	0			
	Doctor of Audiology	5			
	Doctor of Nursing Practice	3			
	Doctor of Philosophy	3			
	<b><i>Total Undergraduate Degrees</i></b>		<b>1395</b>		
	<b><i>Total Graduate Degrees</i></b>		<b>402</b>		
	<b><i>Total Degrees</i></b>			<b>1797</b>	
<b>System Total</b>					
					<b>10,780</b>

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

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1. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO SERVICES AGREEMENT WITH AMERICAN NATIONAL RED CROSS, BIOMEDICAL SERVICES**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Blood Services Agreement with the **American National Red Cross, Biomedical Services (ARC)**. This agreement will allow UMMC to have a secondary supplier for the provision of blood, blood products and reference testing services for patient sample analysis. The reference testing services determine the appropriate blood products for transfusion in complex patients.

**Contractor’s Legal Name: American National Red Cross, Biomedical Services**

**History of Contract:** This is a new agreement for a secondary supplier for the provision of blood, blood products and reference testing services for patient sample analysis. UMMC’s primary provider is the Mississippi Blood Services, Inc. (MBS), under contract approved by the Board on April 18, 2019. When MBS is unable to provide the specific blood products or reference testing at the time needed, ARC has provided the services to UMMC on an as-needed basis without requiring a contract. However, in order to ensure that an adequate supply of blood products is available at all times, UMMC desires to contract with ARC at this time to secure a formal secondary blood supplier, receive a higher priority for the blood products ordered, and receive discounts on services.

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

**Purpose:** This purpose of this agreement is to secure a secondary supplier for the provision of blood, blood products and reference testing services for patient sample analysis. The reference testing services determine the appropriate blood products for transfusion in complex patients.

**Scope of Work:** Under the Agreement, ARC will provide blood, blood products and reference testing services for patient sample analysis at discounted pricing. UMMC will commit to utilizing a certain amount of blood products for transfusion.

**Term of Contract:** The term of this agreement is one (1) year, from May 1, 2020, through April 30, 2021.

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

- by either party if the other party fails to fulfill any one or more of its obligations under this Agreement and the breach continues for a period of thirty (30) days after the non-breaching party sends written notice of the breach;
- by either party if regulations are amended in a way that precludes a party from performing its obligations under this Agreement;

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- by either party upon thirty (30) days written notice to the other party; and
- by UMMC if blood or blood services are continuously unavailable for thirty (30) days due to a force majeure event.

**Contract Amount:** The total estimated cost over the one (1) year term is \$1,000,000. UMMC has calculated a potential twenty percent (20%) over the committed orders of blood and blood products, as well as projected needs for reference testing services.

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

**Contractor Selection Process:** ARC collects and distributes approximately forty percent (40%) of the nation's blood supply, giving them access to a large volume of blood products. ARC also offers complex reference testing services including advanced serologic and genomic procedures, an option not provided by all blood collection agencies.

**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 Medical Center and American National Red Cross, Biomedical Services for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

**2. UMMC – REQUEST FOR APPROVAL OF AN IMPLEMENTATION SERVICE REQUEST WITH EPIC SYSTEMS CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval of an Implementation Service Request with **Epic Systems Corporation** under the current License and Support Agreement with Epic Systems Corporation (Epic) to aid UMMC in the operational build and implementation of the Cupid Cardiology Module, which is included in UMMC's current licensed property. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to allow prepayment of fifty percent (50%) of the post live billable hours as part of the implementation support estimated to be \$12,250.00.

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

**History of Contract:** UMMC entered into a contract with Epic in August 2010 to replace its then current hospital information system which did not allow for the creation of integrated electronic medical records. The software license and support agreement was approved by the Board for projected cost of \$36,852,370. The agreement was subsequently amended in July 2011 in order to add and/or delete various Epic interfaces

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that had been offered as part of the 2010 agreement. There was no additional cost to the contract as a result of the amendment.

In August 2013, the Board approved an amendment to add and/or delete various Epic interfaces and to add various Epic interfaces (new/special request interfaces) that were not part of the 2010 agreement. In addition, the amendment provided for the implementation of three (3) Epic modules that were purchased in 2010 and that had reached the implementation stage. The amendment also added contract language that gave UMMC the option to license, access and use certain items of software at its discretion. The total cost associated with the 2013 amendment was estimated to be \$1,151,032 and increased the overall cost to \$38,003,402.

In August 2014, the Board approved two (2) amendments to the Epic agreement - Amendment 3 for the conversion of the non-exclusive license to a perpetual license and the extension of support services; and, Amendment 4 which allowed for the addition of new Epic modules and interfaces. The combined cost of the amendments increased the total cost of the Epic agreement to \$60,630,030.01.

On April 16, 2015 the Board approved UMMC's request to enter into a change order to Amendment Four (4), Amendment Five (5), and Amendment Six (6). The change order to Amendment Four (4) allowed UMMC to delete one of the Incoming Patient Administration Interfaces – HL7 that was originally added via Amendment 4. Amendment Five (5) allowed UMMC to implement the Healthy Planet component, which was purchased as part of the original selection, as well as add the Point of Sale (POS) interface licenses within the Epic enterprise. Healthy Planet is the population management system within Epic that allows UMMC to deliver better care for its patient population through the use of reports, dashboards and workflows helping it comply with Accountable Care Organization (ACO) standards established by the Affordable Healthcare Act. The POS interface also allows UMMC to enable on-line patient payments within Epic. Amendment Six (6) allowed UMMC to add the

BestPractice Advisory Web services functionality to the Epic system. This allowed UMMC's Epic DIS team the ability to create a data transmission to a third party system to exchange CDA (clinical document architecture) documents. The total approved cost for the agreement after these amendments was \$60,777,030.01.

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

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

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

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

the four amendments and the Epic Service Requests was \$713,317.00, which brings the total cost for the Epic agreement to \$66,264,465.01.

On May 18, 2017, the Board approved UMMC to enter into Amendment Fifteen (15) and an Epic Service Request. Amendment Fifteen (15) provided UMMC the ability to increase its licensed volume for inpatient visits and ambulatory visits as needed for UMMC's Epic Community Connect (ECC) client, the first of which will be the Mississippi Department of Health (MSDH). Additionally, the amendment allowed UMMC to defer payment for such increases until they are needed, so long as those increases are initiated prior to September 30, 2017. Previously, UMMC was required to pay the fees at the time the amendment was fully executed. The Service Request allowed for annual maintenance,

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implementation services, project team training and post-live support for the Epic Wisdom General Dentistry application. Amendment Fifteen (15) and the Service Request brought the total approved cost of the Epic Agreement to \$67,359,789.01.

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

On January 18, 2018, the Board approved 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 each 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 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.

On June 20, 2019, the Board approved Amendment Twenty-One (21) to extend the term of the License and Support Agreement an additional five (5) years, including the license and subscription, maintenance, support, and professional Boost services for UMMC's

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Electronic Medical Record System (EMR). Also, The Board approved UMMC's request to execute future Service or Implementation Requests on an as-needed basis without requiring prior Board approval so long as the cost of the each Service or Implementation Request is less than \$250,000, and so long as there is adequate funding. The total cost of Amendment Twenty-One (21) was \$35,819,554.89, with a total estimated approved cost for the agreement of \$105,016,732.99.

On February 20, 2020, the Board approved Amendment Twenty-Two (22) to add the Long Term Care module to the current licensed program property. The Amendment term began March 4, 2020, and is coterminous with the license agreement ending August 22, 2024. The cost of Amendment Twenty-Two (22) is \$66,450.00, for a total estimated approved cost for the Agreement of \$105,083,182.99.

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

**Purpose:** The purpose of the Implementation Request is to provide Epic personnel to support UMMC in the operational build of the Cupid Cardiology Module included in UMMC's current license property.

**Scope of Work:** Under the ISR, Epic will provide personnel to assist with the operational build and implementation of the Cupid Cardiology module.

**Term of Contract:** The term of the Implementation Request will begin upon last signature and continue until Cupid is live and operational which is expected to be April 30, 2022.

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

- by either party 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,
- by Epic upon notice of an infringement claim in which Epic is unable to modify or provide an appropriate program replacement,
- upon bankruptcy, insolvency and the like, and
- by either party for a breach of a material term of the agreement and failure to cure upon sixty (60) days written notice.

**Contract Amount:** The estimated cost for the ISR is \$919,750.00. The total cost of the Agreement approved with Amendment Twenty-One (21) included projections for these services. The total estimated cost of the Agreement remains \$105,083,182.99.

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

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

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

3. **UMMC- REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH FIDELIS COMPANIES.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) request approval to enter into a Services Agreement with **Fidelis Companies (Fidelis)** to provide legacy support for UMMC's System Application and Products (SAP) Student Life Cycle Management System (SLCM). The SAP SLCM supplies mission critical business processes related to student academic and financial records at UMMC. Under the agreement, Fidelis will provide one (1) representative to deliver production support on the SAP SLCM, as well as aid in the implementation of the student information system module of Workday, UMMC's Enterprise Resource Planning system (ERP).

**Contractor's Legal Name:** Fidelis Companies

**History of Contract:** In June of 2019, UMMC entered into a one (1) year agreement with Fidelis to support the SAP SLCM at a cost less than \$250,000. UMMC currently has no resources with the requisite experience with SAP and the Advanced Business Application Programming (ABAP) language needed to support this application. However, due to the ongoing need for this service while UMMC implements the student information system module of Workday, UMMC wishes to secure the services for a longer term.

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

**Purpose:** The purpose of the Services Agreement is to provide legacy support for UMMC's SAP Student Life Cycle Management System (SLCM). The SAP SLCM supplies mission critical business processes related to student academic and financial records at UMMC. Under the agreement, Fidelis will provide one (1) representative to deliver production support on the SAP SLCM, as well as aid in the implementation of the student information system module of Workday, UMMC's Enterprise Resource Planning system (ERP).

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**Scope of Work:** Under the Agreement, Fidelis will provide one (1) representative to act as a SAP ABAP Solutions Architect to support SAP SLCM, Workday Student Data Conversion, and Sigma Prosam Student Aid Management system. Support will include:

- Troubleshooting;
- Debugging & performing issue resolution;
- Write new application code to support modifications & meet business requirements;
- Prepare, Validate, Test data for migration to new target system;
- Provide system documentation and knowledge transfer where applicable for customer FTE ongoing self-maintenance; and
- Assist in Workday implementation, including but limited to, designing, writing, testing, and execution of extractions of program and data transformations.

**Term of Contract:** The term of the Agreement is two (2) years beginning April 22, 2020, and ending April 21, 2022.

**Termination Options:** This Agreement may be terminated as follows:

- Failure by Fidelis to comply with the federal E-Verify program;
- By UMMC with or without cause upon providing sixty (60) days' written notice to Fidelis;
- By UMMC if Fidelis refuses or fails to perform any of the provisions of the agreement, otherwise fails to timely satisfy the agreement provisions, or commits any other substantial breach of this agreement, UMMC may notify Fidelis in writing of the nonperformance and if not cured in ten (10) days or any longer time specified in writing by UMMC;
- Immediately upon the termination of the Underlying GPO reseller agreement;
- Immediately upon Fidelis's breach of any of the following ongoing representations and warranties that Fidelis, 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 Fidelis being excluded from participation in the Federal Healthcare Programs or any state healthcare programs;

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- In the event of a reduction in funds; and
- By either party in the event of a change in law resulting in an adverse consequence and the parties cannot agree to renegotiated terms.

**Contract Amount:** The total estimated cost of the agreement is \$750,000. Fidelis's hourly rate is \$174.50 for an estimated total of forty (40) hours per week.

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

**Contractor Selection Process:** Fidelis provides the services through its authorized reseller Insight Direct USA, Inc, who is an approved vendor contracted with Vizient, one of UMMC's group purchasing organizations (GPO).

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

**4. UMMC-REQUEST FOR APPROVAL TO AMEND A LEASE AGREEMENT WITH GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY (AUTHORITY)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its Lease Agreement **with Golden Triangle Regional Airport Authority (Authority)** to change the reference to UMMC's aviation operations contractor. UMMC currently leases hangar space for use by medical helicopter personnel and adjacent ground space for the placement of a modular office facility. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to allow payment of the lease amount on the first day of each month.

**Contractor's Legal Name: Golden Triangle Regional Airport Authority**

**History of Contract:** On October 19, 2017, the Board approved the current Lease Agreement with Authority in Columbus, MS. The total term of the lease is nine (9) years, expiring March 31, 2027. Under the Lease Agreement, UMMC's aviation operations contractor is included as a permitted user for access to the required leased space at the airport. UMMC is in the process of transitioning aviation operations from PHI Air Medical, LLC to Med-Trans Corporation (Med-Trans) in May 2020. Reference to the permitted user under the Lease Agreement will be updated to Med-Trans in the proposed amendment.

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**Specific Type of Contract:** This is an amendment to the Lease Agreement.

**Purpose:** The purpose of the Lease Agreement is to provide hangar space for use by medical helicopter personnel and adjacent ground space for the placement of a modular office facility. The purpose of the amendment is to update the reference to UMMC's aviation operations contractor.

**Scope of Work:** Under the amended Lease Agreement, the Authority will provide:

- Approximately 4,375 square feet of hangar space in a newly constructed building;
- Non-exclusive access to public parking;
- Utilities including electricity, water and sewer services;
- Signage;
- Access for UMMC's aviation operations contractor Med-Trans;
- Permission to use and provide medical flight services from the Airport; and
- Repairs and maintenance of the Authority's real property.

UMMC will:

- pay a fixed monthly rent;
- maintain the leased space in a clean, neat, and orderly condition;
- dispose of all waste generated by UMMC;
- be responsible for repairs needed as a result of any spill of oil, aviation fuel, grease, lubricants, or other chemical or biomedical waste substances;
- store chemicals, fuel, or waste products in an enclosed facility;
- maintain, or require Med-Trans to maintain, Safety Data Sheets for all chemicals used, safety Standard Operating Procedures, hazardous communication training, and all other reports as may be required by law or regulation;
- be responsible for any fines, mitigation, or damages resulting from violation by UMMC of applicable environmental regulations;
- install, maintain, and operate all fueling equipment in accordance with all applicable laws and regulations; and
- procure and maintain, or require Med-Trans to procure and maintain, insurance including worker's compensation and comprehensive aviation liability coverages.

**Term of Contract:** The term of the Lease Agreement remains nine (9) years, beginning April 1, 2018, and ending March 31, 2027. The amendment will be effective May 4, 2020, and end coterminous with the Lease Agreement on March 31, 2027.

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**Termination Options:** Termination options include:

- by either party upon 180 days written notice;
- by the Authority in the event UMMC defaults under the Lease Agreement and UMMC fails to cure the default within twenty (20) days for failure to pay rent or thirty (30) days for all other reasons for default; and
- immediately by the Authority if UMMC or its permitted user Med-Trans fails to comply with the insurance requirements under the agreement, which include worker's compensation and comprehensive aviation liability coverages.

**Contract Amount:** The total cost of the Lease Agreement over the nine (9) year term remains \$324,000.00. The monthly rent of \$3,000 includes hangar space, non-exclusive access to public parking, access to utilities, and signage. Under UMMC's agreement with Med-Trans, Med-Trans will reimburse UMMC \$2,650 per month for the lease costs.

**Funding Source for Contract:** The amended agreement will be funded by hospital patient revenue and reimbursement from Med-Trans.

**Contractor Selection Process:** UMMC currently leases space from the Authority.

**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 the University of Mississippi Medical Center and Golden Triangle Regional Airport Authority for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

**5. UMMC-REQUEST FOR APPROVAL TO AMEND AGREEMENT WITH HOLLIS COBB, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its collection agreement with **Hollis Cobb, Inc.** to expand the scope of work to include collection of accounts with balances up to \$2,500.00, where insurance has been filed, but has not yet been paid by the insurance company ("small balance"); and to add provisions regarding insurance, indemnification, and information security. As amended, the Agreement is for the collection of bad debt and small balance for both hospital and physician services.

**Contractor's Legal Name: Hollis Cobb, Inc. (Hollis Cobb)**

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**History of Contract:** On January 18, 2018, the Board approved the five (5) year Debt Collection Services Agreement with Hollis Cobb for a total cost of \$4,281,988.92. The agreement will expire on February 28, 2023. UMMC is currently contracted with another vendor for small balance collections at a cost less than \$250,000 that did not require Board approval, and which will expire on May 9, 2020.

**Specific Type of Contract:** Amendment to the existing Debt Collection Services Agreement

**Purpose:** The purpose of the amendment is to expand the scope of work to include collection on accounts with balances of up to \$2,500.00, where insurance has been filed, but has not yet been paid by the insurance company; and to add provisions regarding insurance, indemnification, and information security. The purpose of the agreement is for the management and collection of accounts that meet the criteria for “bad debt” and have been determined uncollectable by standard institutional billing practices, as well as for the management and collection of accounts that meet the criteria for “small balance.” By contracting with Hollis Cobb, UMMC is able to assign aged accounts to a professional collection service company for debt collection and aged balance management as a best practice method to improve patient revenue.

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

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

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- collect small balance accounts receivable that are at least 30 days from the date of the original filing.

UMMC will provide Hollis Cobb with the following:

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

**Term of Contract:** The amendment will be effective upon signature and end contemporaneously with the agreement. The term of the agreement remains five (5) years, beginning March 1, 2018, through February 28, 2023.

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

- by agreement of the parties,
- by UMMC based on Hollis Cobb's failure to comply with E-Verify requirements,
- by UMMC with or without cause upon 120 days' written notice to Hollis Cobb,
- by UMMC in the event Hollis Cobb refuses or fails to perform any of the provisions of this contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, and fails to cure in ten (10) days or any longer time specified in writing by UMMC,
- immediately upon Hollis Cobb's breach of any of the following ongoing representations and warranties that Hollis Cobb, 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 Hollis Cobb being excluded from participation in the Federal Healthcare Programs or any state healthcare programs, and

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- if Hollis Cobb is to receive any patients' personal health information, Hollis Cobb represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected
- by UMMC upon thirty (30) days written notice in the event of a reduction in funds,
- by either party in the event of a change in law resulting in an adverse consequence, and
- in the event Hollis Cobb 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 Hollis Cobb improperly uses or discloses protected health information.

**Contract Amount:** The total estimated cost of the amended agreement is \$7,000,000. The original estimated cost of this agreement was \$4,281,988.92. Due to the expanded scope of services under the amended agreement, UMMC anticipates the need for an additional \$2,706,478.40. Under the agreement, UMMC will pay a contingency fee of 10.75% on Bad Debt collections and 10% on Insurance Follow-up Proceed Accounts.

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

**Contractor Selection Process:** UMMC is currently contracted with Hollis Cobb.

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

**6. UMMC-REQUEST FOR APPROVAL TO ENTER INTO A SALES, LICENSE, AND SERVICE AGREEMENT WITH INTUITIVE SURGICAL, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Sales, License, and Service Agreement with **Intuitive Surgical, Inc. (Intuitive)** to purchase the da Vinci® Xi Dual Console Surgical System (da Vinci System), a piece of robotic equipment that performs precise, minimally invasive surgical procedures. The purchase includes the da Vinci System, instrumentation, accessories, software license and documentation needed to operate the system, service and maintenance, training, and the trade in of equipment currently owned by UMMC. Additionally, UMMC requests permission to add and remove instruments and accessories

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from the agreement without seeking prior Board approval as long as adequate funds are available. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods and Services, UMMC also requests a waiver to allow prepayment of service on an annual basis.

**Contractor's Legal Name: Intuitive Surgical, Inc.**

**History of Contract:** UMMC currently owns two (2) da Vinci® systems. One (1) will be traded in upon the purchase of the proposed system. A new system is needed at this time due to upgrades in technology and increased usage. The proposed system provides four (4) quadrant access enabling additional procedures to be performed, including hepatobiliary, lobectomy, and thoracic procedures. In addition, the new technology provides advancements in vision, stapling, and vessel sealing. The purchase of the proposed system will immediately decrease the length of stay for hernia, hepatobiliary, colectomy and thoracic procedures.

**Specific Type of Contract:** This is a new Sales, License, and Service Agreement.

**Purpose:** The purpose of the agreement is purchase the da Vinci® Xi Dual Console Surgical System (da Vinci System), a piece of robotic equipment that performs precise, minimally invasive surgical procedures. The purchase includes the da Vinci System, instrumentation, accessories, software license and documentation needed to operate the system, service and maintenance, training, and the trade in of equipment currently owned by UMMC.

**Scope of Work:** Under the agreement, Intuitive will provide the da Vinci® Xi Dual Console Surgical System, instruments and accessories, license the software and documentation to UMMC, and provide service, training and proctoring services.

**Term of Contract:** The term of this agreement is five (5) years from the date of acceptance of the equipment, which is expected to be on or about May 15, 2020. The anticipated term of the agreement is five (5) years and fourteen (14) days, from May 1, 2020, through May 14, 2025.

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

- by Intuitive, immediately upon written notice to UMMC, if UMMC does not utilize the system as directed;
- by either party if the other party breaches a material term or condition of this agreement and fails to cure the breach following thirty (30) days' written notice from the non-breaching party;
- by UMMC, upon ninety (90) days' written notice, after Intuitive has received payment for the system; and
- in the event of a reduction in funds.

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**Contract Amount:** The total estimated cost over the five (5) year term is \$7,550,000. The total cost includes the da Vinci System, delivery of the system, instrumentation, service and maintenance fees for years two through five. UMMC has included in the total cost an annual ten percent (10%) increase for potential cost increases and patient volume growth.

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

**Contractor Selection Process:** The da Vinci® Xi Dual Console Surgical System, instruments and accessories 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 Vendor Intuitive Surgical, 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 AMEND COLLECTION AGREEMENT WITH PARKMED OF MISSISSIPPI, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center requests approval to amend its collection agreement with **ParkMed of Mississippi, LLC** to reduce the number of locations providing valet services and to adjust the valet attendants' hours of availability at the remaining locations.

**Contractor's Legal Name: ParkMed of Mississippi, LLC (ParkMed)**

**History of Contract:** On October 18, 2018 the Board approved a five (5) year parking management, staffing and valet services agreement for the main campus of UMMC. Under the agreement ParkMed provides, at its own expense, all labor, tools, materials, supplies, equipment and supervision to perform all tasks related to parking and valet services.

**Specific Type of Contract:** Amendment to the existing Professional Parking Services Agreement

**Purpose:** The purpose of the amendment is to reduce the number of valet service locations and to adjust the valet attendants' hours of availability at the remaining locations.

**Scope of Work:** Under the agreement, ParkMed manages all parking and valet services for UMMC's main campus. ParkMed provides, at its own expense, all labor, tools,

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materials, supplies, equipment and supervision to perform all tasks related to parking and valet services.

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

- by UMMC based on ParkMed's failure to comply with E-Verify requirements,
- by UMMC with or without cause upon 30 days' written notice to ParkMed,
- by UMMC in the event ParkMed 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 this contract, UMMC may notify ParkMed in writing of the nonperformance and if not cured in ten (10) days or any longer time specified in writing by UMMC,
- by UMMC immediately upon ParkMed's breach of any of the following ongoing representations and warranties that ParkMed, 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 Armstrong being excluded from participation in the Federal Healthcare Programs or any state healthcare programs, and
  - o if ParkMed is to receive any patients' personal health information, ParkMed represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected
- by UMMC upon thirty (30) days' written notice in the event of a reduction in fund, and
- by either party in the event of a change in law resulting in an adverse consequence.

**Contract Amount:** The amended estimated total cost of the agreement is \$3,712,477.96 for the five (5) year term. The amended estimated total cost includes variable cost for new locations added during the term of the agreement and as-needed services for special events.

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**Funding Source of Contract:** The agreement will be funded by General Funds.

**Contractor Selection Process:** UMMC is currently contracted with ParkMed

**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 ParkMed of Mississippi, 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 AN AGREEMENT WITH STRYKER SALES CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Stryker Sales Corporation** for the purchase and consignment of craniomaxillofacial, collectively neurosurgical (cranial) and maxillofacial (midface and mandible), implants, instrumentation, and supplies used in trauma and elective surgical procedures for adult and pediatric patients. UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.

**Contractor's Legal Name:** Stryker Sales Corporation (Stryker)

**History of Contract:** This is a new UMMC purchases craniomaxillofacial, collectively neurosurgical and maxillofacial, surgical implants for both its adult and pediatric patient population. On April 20, 2017, the Board approved a three (3) year purchase agreement with Stryker for \$4,320,070.55. The agreement will expire on April 30, 2020. In 2019, UMMC sought proposals from vendors for craniomaxillofacial implants. Based on the analysis of proposals received, UMMC has selected Stryker and Zimmer Biomet CMF & Thoracic, LLC (Zimmer) for all craniomaxillofacial implants, instrumentation, and supplies. UMMC has submitted for consideration a separate agreement with Zimmer.

**Specific Type of Contract:** Product Pricing Agreement

**Purpose:** The purpose of the agreement is to purchase and consign craniomaxillofacial implants, instrumentation, and supplies used in trauma and elective surgical procedures for adult and pediatric patients. The consignment option under the agreement will allow craniomaxillofacial products to be available at all times to UMMC surgeons, ensuring immediate treatment for trauma patients, without cost to UMMC until the implant systems are used.

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**Scope of Work:** Under the agreement, Stryker will sell craniomaxillofacial implants, instrumentation, and supplies to UMMC, and consign these items at UMMC for ease of access. UMMC will commit to purchase ninety percent (90%) of its total purchases of craniomaxillofacial products from Stryker and the other selected dual-award vendor, Zimmer. Stryker will also give UMMC an annual rebate based on the total amount paid to Stryker for Craniomaxillofacial Products purchased during the year.

**Term of Contract:** The term of the agreement is for three (3) years, May 1, 2020 through April 30, 2023.

**Termination Options:** The Product Pricing Agreement may be terminated for the following:

- by UMMC without cause upon thirty (30) days' written notice,
- by Stryker, for cause if UMMC does not cure the breach within thirty (30) days, and
- in the event of a reduction in funds.

Termination options for the consignment agreement include the following:

- by either Party, with or without cause, upon thirty (30) days' prior written notice to the other Party, and
- immediately upon the termination of the Product Pricing Agreement.

**Contract Amount:** The estimated cost of the agreement is \$3,650,000.00 over the three (3) year term. This total includes a twenty percent (20%) annual price increase to allow for patient volume change. However, as this is a dual award for all craniomaxillofacial purchases, and it is unknown at this time which vendor's product is selected for the specific patient, UMMC has requested its total projected need for these items from each of the proposed craniomaxillofacial vendors.

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

**Contractor Selection Process:** The craniomaxillofacial implants, instrumentation, and supplies qualify as clinical commodities under Miss Code Ann §31-7-1, which is exempted from procurement requirements under §31-7-13.

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

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**9. UMMC-REQUEST TO ENTER INTO AN AGREEMENT WITH ZIMMER BIOMET CMF & THORACIC, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with Zimmer Biomet CMF & Thoracic, LLC for the purchase and consignment of craniomaxillofacial, collectively neurosurgical (cranial) and maxillofacial (midface and mandible), implants, instrumentation, and supplies used in trauma and elective surgical procedures for adult and pediatric patients. UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.

**Contractor's Legal Name: Zimmer Biomet CMF & Thoracic, LLC (Zimmer)**

**History of Contract:** UMMC purchases craniomaxillofacial, collectively neurosurgical and maxillofacial, surgical implants for both its adult and pediatric patient population. On April 20, 2017, the Board approved a three (3) year Product Purchase Agreement with Zimmer Biomet CMF & Thoracic, LLC for \$7,200,117.55. The agreement will expire on April 30, 2020. In 2019, UMMC sought proposals from vendors for craniomaxillofacial implants. Based on the analysis of proposals received, UMMC has selected Zimmer and Stryker Sales Corporation (Stryker) for all craniomaxillofacial implants, instrumentation, and supplies. UMMC has submitted for consideration a separate agreement with Stryker.

**Specific Type of Contract:** Product Pricing Agreement

**Purpose:** The purpose of the agreement is to purchase and consign craniomaxillofacial, implants, instrumentation, and supplies used in trauma and elective surgical procedures for adult and pediatric patients. The consignment option under the agreement will allow craniomaxillofacial implant products to be available at all times to UMMC surgeons, ensuring immediate treatment for trauma patients, without cost to UMMC until the implant systems are used.

**Scope of Work:** Under the agreement, Zimmer will sell craniomaxillofacial implants, instrumentation, and supplies to UMMC, and consign these items at UMMC for ease of access. UMMC will commit to purchase ninety percent (90%) of its total purchases of craniomaxillofacial products from Zimmer and the other selected dual-award vendor, Stryker.

**Term of Contract:** The term of the agreement is for three (3) years, May 1, 2020 through April 30, 2023.

**Termination Options:** The Product Pricing Agreement may be terminated for the following:

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- by UMMC, upon sixty (60) days' written notice to Zimmer, if Zimmer discontinues a product and the parties are unable to reach agreement on an amendment regarding the discontinued products,
- by either party, if a Force Majeure event continues in excess of ninety (90) days, and the parties cannot arrive at a compromise,
- by either party due to a breach of the agreement by the other Party, if the breaching Party does not cure such breach within thirty (30) days after receipt of notice specifying the nature of the breach,
- by either party, with or without cause, upon sixty (60) days' prior written notice to the other Party,
- by either party if the other party becomes insolvent or bankrupt, or becomes the subject of any proceedings under state, federal or foreign law for the relief of debtors, or makes any assignment for the benefit of creditors,
- by UMMC, due to discontinuation of Products, and
- in the event of a reduction in funds.

Termination options for the consignment agreement include the following:

- by either Party, with or without cause, upon thirty (30) days' prior written notice to the other Party, and
- immediately upon the termination of the Product Pricing Agreement.

**Contract Amount:** The estimated cost of the agreement is \$3,650,000.00 over the three (3) year term. This total includes a twenty percent (20%) annual price increase to allow for patient volume change. However, as this is a dual award for all craniomaxillofacial purchases, and it is unknown at this time which vendor's product is selected for the specific patient, UMMC has requested its total projected need for these items from each of the proposed craniomaxillofacial vendors.

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

**Contractor Selection Process:** The craniomaxillofacial implants, instrumentation, and supplies qualify as clinical commodities under Miss Code Ann §31-7-1, which is exempted from procurement requirements under §31-7-13.

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

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**10. USM-REQUEST FOR APPROVAL TO ENTER INTO AN AIR CHARTER SERVICE AGREEMENT WITH AIR PLANNING, LLC**

**Agenda Item Request:** The University of Southern Mississippi requests approval of a contract **with Air Planning, LLC** for air charter service for the University's football team during its 2020 season. This agreement will be for four away games this fall using Allegiant Airlines. Additionally, in accordance with IHL Board Policy 707.03 Approval of Prepayment for Goods or Services, USM requests the Board's approval to make payment in advance in accordance with the terms of the agreement.

**Contractor's Legal Name: Air Planning, LLC**

**History of Contract:** The University has contracted successfully with this charter broker for transporting its football team several times since 2012. The IHL Board last approved a USM contract with Air Planning, LLC in April 2018 for a contract totaling \$376,251.

**Specific Type of Contract:** Air Charter Service Agreement.

**Purpose:** The purpose of this contract is to schedule air charter service for the University's football team for the 2020 season.

**Scope of Work:** Air Planning will make arrangements with Allegiant Airlines to charter planes for the University's football team to travel to games against North Texas, UTEP, Liberty, and Western Kentucky. The Allegiant Airlines aircraft will transport the football team and bring them back at the conclusion of each game to the Hattiesburg-Laurel airport (PIB).

**Term of Contract:** The term of this agreement will commence upon execution by both parties after approval by the IHL Board. The term will conclude at the end of the last scheduled flight on November 14, 2020.

**Termination Options:** USM can terminate after giving 30 days written notice to the Contractor with or without cause. Also, if the Contractor fails to remain compliant with the Mississippi Employment Protection Act (E-Verify) if applicable, USM can terminate the contract. Cancellation of the flights by the University after the dates shown in the Agreement can result in cancellation charges to the University. Cancellation of the Agreement after execution, but before July 3, 2020, results in a 25% cancellation charge; cancellation on or after July 3, 2020 and before August 3, 2020 results in a 50% cancellation charge; cancellation on or after August 3, 2020 results in a 100% cancellation charge.

**Contract Amount:** For this service, the University will pay Air Planning, LLC the sum of \$404,500 plus any fuel surcharges that result from market fuel prices. The fuel surcharges

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are currently estimated at \$10,000 for a total contract amount of \$414,500. The fuel basis for flights operated under this agreement is \$3.00 per gallon.

**Funding Source for Contract:** Auxiliary Funds from the University's Department of Athletics.

**Contractor Selection Process:** Along with the Allegiant quote, Air Planning also received quotes from two other Part 135 charter operators: Miami Air and Sun Country. Allegiant Airlines offered the overall lowest cost and best value for the price and equipment quoted. The University has previously worked with the flight broker Air Planning, LLC on several previous air charter contracts with excellent results. The airline will work with Air Planning to ensure USM receives excellent service and reliability this season. The University has found that Air Planning's service in the past several years has far exceeded expectations.

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

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**Note:** Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

**Board Policy §902, Initiation of Construction Projects**

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

**Board Policy §904(A), Board Approval**

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

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

- 1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
- 2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
- 3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
- 4. The design professional previously approved by the Board has not changed.*

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*If the above four conditions have been met, the Board's Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.*

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

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

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

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

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

**Board Policy §917, Naming of Buildings and Facilities**

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

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

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

**APPROVAL OF INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS**

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

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

**Project Request:** Alcorn State University requests approval to appoint Canizaro Cawthon Davis as the design professional.

**Proposed Project Professional:** Canizaro Cawthon Davis

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

**Purpose:** Alcorn State University is seeking to appoint the design professional as required by Board Policy in order to proceed with the design phase of the project.

**Project Scope:** The 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 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

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**Date of Original Construction:** N/A

**Date of Last Renovation:** N/A

**Proposed Project Budget: (Design Fees Only)**

	<i>Estimated</i>
Construction Cost:	\$ 3,276,000.00
Architectural and Engineering Fees:	618,000.00
Misc. Project Costs:	20,000.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>206,000.00</u>
 <b>Total Project Budget</b>	 <b>\$ 4,120,000.00</b>

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

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

**IHL PROJECTS .....**

**2. MSU – IHL 205-308 – College of Veterinary Medicine (CVM) Facility Expansion -Flowood, MS**

**Project Request:** Mississippi State University requests approval to initiate a project, CVM Facility Expansion, and to appoint Machado Patano, PLLC as the design professional.

**Proposed Project Professional: Machado Patano, PLLC**

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

**Purpose:** Mississippi State University is seeking to initiate the project and appoint the design professional as required by Board Policy in order to proceed with the design phase of the project.

In order to increase enrollment at the College of Veterinary Medicine (CVM) and to treat the caseload required to educate CVM students, additional space is needed. The facility in Flowood is unable to increase patient numbers with the limited space available. Expansion of this facility will enable CVM students to have longer rotations in Flowood and to treat more patients during these rotations.

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**Project Scope:** The project will expand the Animal Emergency and Referral Center in Flowood, MS by approximately 12,000 GSF. The Center is operated by the College of Veterinary Medicine.

Mississippi State University is seeking to initiate 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:** April 16, 2020

**Date of Original Construction:** N/A

**Date of Last Renovation:** N/A

**Proposed Project Budget: (Design Fees Only)**

		<i>Estimated</i>
Construction Cost:	\$	3,600,000.00
Architectural and Engineering Fees:		234,000.00
Misc. Project Costs:		1,586,000.00
Furniture & Equipment Costs:		0.00
Contingency:		180,000.00
<b>Total Project Budget</b>	<b>\$</b>	<b>5,600,000.00</b>

**Proposed Funding Source(s):** Internal Funds (\$5,600,000)

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

**APPROVAL OF OTHER REAL ESTATE REQUESTS**

**3. ASU – Naming of the Technology Classroom Building as the “Dr. Rudolph E. Waters Sr. Classroom Building”**

**Project Request:** Alcorn State University requests permission to name the new Technology Classroom Building as the “Dr. Rudolph E. Waters Sr. Classroom Building”.

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**Purpose:** Alcorn State University is requesting to name the building after Dr. Waters who was a faithful contributor to the Alcorn State University Foundation for over 41 years.

**Dr. Rudolph E Waters, Sr. Bio:** Dr. Rudolph E. Waters Sr. was born May 21, 1932, in Brookhaven, Mississippi. He attended the Sixteenth Section School in Hattiesburg and graduated from Alexander High School in Brookhaven. Waters earned a B.S.C. degree from DePaul University in Chicago, an Ed.M. degree from Boston University, and a Ph.D. from Kansas State University. He also studied at Southern Illinois University.

Dr. Waters was a faithful contributor to and served the Alcorn State University Foundation, Inc. for over 41 years, serving as treasurer, secretary, chairman of the nominating committee, and chairman of the Always Alcorn Annual Fund Campaign, dedicating many hours calling major gift donors encouraging their financial support to assist students and programs at Alcorn State University.

Dr. Waters along with alumni, family and friends upon his retirement in 2005 committed to preserve his legacy at Alcorn State University by establishing the Dr. Rudolph E. Waters Sr. Endowment to support students with financial need at Alcorn.

Dr. Waters was a participant in the Institute for Academic Deans at Harvard University in 1964. He coordinated or served as chairman of more than 50 secondary school evaluations for the Southern Association of Colleges and Schools in the state of Mississippi. Dr. Waters' concern for the education of children and youth led him to volunteer for numerous professional organizations, as well as accrediting commissions and certification councils. He was a chairman of the State Accreditation Commission of Mississippi from 1979-1981 and served on the State Teacher Certification Council.

Dr. Waters' professional affiliations included the American Association of Higher Education, American Association of University Administrators, National Education Association, the Association for Supervision and Curriculum Development, Southern College Personnel Association, National Association of Collegiate Deans and Registrars, National Society for the Study of Education, and Delta Mu Delta. He was a member of Sigma Pi Phi Fraternity. Dr. Waters was a member of Phi Delta Kappa and served as president from 1991-1993 and was named Kappan of the Year April 24, 1993.

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Alcorn 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.*

**4. MSU – Notice of Federal Interest –Harrison County, Mississippi**

**Project Request:** Mississippi State University is accepting two parcels of property as required by a Federal Grant awarded to the University to operate Head Start facilities in Harrison County. The property will be held pursuant to a Notice of Federal Interest. 45 CFR Section 1303.47 requires that "the agency's governing body received a copy of the notice of federal interest prior to the filing . . ." Accordingly, Mississippi State University is providing a copy of this Notice of Federal Interest and is requesting that the Board acknowledge receipt of the Notice and the Federal Interest in the property.

**Purpose:** MSU is making this request in order to comply with the federal grant requirements.

**Property Description:** The first parcel of land is situated in the Joseph Ladner Claim, Section 23, Township 7 South, Range 9 West and Part of Lot 7, Heikes-Biloxi Nurseries, Second Judicial District of Harrison County, Mississippi. The second parcel of land is situated in the NW corner of the NW ¼ of the SW ¼ of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, First Judicial District.

**History:** Mississippi State University was awarded a federal grant to operate Head Start in Harrison County, Mississippi from the Department of Health and Human Services Administration for Children and Families. The issue date was 7/23/2019 with a project period of 8/1/2019 through 7/31/2024. The initial budget period of 8/1/2019 through 7/31/2020 was for \$5,666,450. The funding was authorized to oversee the operation of several Head Start facilities in Harrison County.

**Terms:** This land is being deeded to Mississippi State University from the Community Development Institute Head Start pursuant to a Federal Interest. The property will be held by Mississippi State University for the length of the grant. At the termination of the grant, the University will be required to transfer the property to the next grant recipient.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities.

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*Staff Recommendation: The Attorney General's Office has reviewed the Notice of Federal Interest between MSU and the United States Department of Health and Human Services, Administration for Children and Families (HHS/ACF) for compliance with applicable law and found it to be acceptable. Board staff recommends approval of this item.*

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**1. MSU – APPROVAL TO MODIFY CONTRACT WITH MENDELSON  
DUNLEAVY, P.C. AS OUTSIDE COUNSEL**

Mississippi State University requests approval to modify a contract with the law firm of Mendelsohn Dunleavy, P.C., to perform services necessary in assisting the university in the practice area of intellectual property matters and specifically concerning the filing and prosecution of patent applications. This Modification #4 will extend the term of the contract for one (1) additional year or through April 30, 2021. The rates will be updated as follows: Kevin J. Dunleavy \$350/hour, Steve Mendelsohn \$350/hour, Garth Dahlen \$350/hour, William Han \$350/hour, Sandra Lex \$225/hour, Kristina Sanchez \$175/hour (U.S. Patent Agent only), Paralegal \$100/hour. The maximum amount payable under this contract term is \$75,000.00. This firm carries professional liability insurance in the amount of \$1,000,000 per claim with an annual aggregate of \$3,000,000. All other provision of the contract will remain in full effect. This Modification is pending approval of the Office of the Attorney General.

**STAFF RECOMMENDATION: Pending approval of the Attorney General, Board staff recommends approval of this item.**

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**APPROVAL OF PERSONNEL ACTION REQUESTS**

1. **Employment**

**Alcorn State University**

Larry Orman; Chief Communication Officer/Vice President for Marketing and Communication; salary \$100,000 per annum, pro rata; E&G Funds; 12-month contract; effective April 1, 2020

2. **Change of Status**

**Jackson State University**

Tammiko Harrison; *from* Executive Director of Budget and Financial Analysis, Division of Business and Finance; salary \$120,000 per annum, pro rata; E&G Funds; 12-month appointment; *to* Acting Vice President/CFO, Division of Business and Finance; salary \$150,000 per annum, pro rata; E&G Funds; effective February 26, 2020

3. **Tenure**

**Mississippi State University**

Rachel Allison; *promotion to* Associate Professor; Sociology; effective August 16, 2020

Salvador Bartera; *promotion to* Associate Professor; Classical & Modern Languages and Literatures; effective August 16, 2020

Manav Bhatia; *promotion to* Associate Professor; Aerospace Engineering; effective August 16, 2020

Kristin Boyce; *promotion to* Associate Professor; Philosophy & Religion; effective August 16, 2020

David Buys; *promotion to* Associate Professor; Food Science, Nutrition & Health Promotion; effective July 1, 2020

James Chamberlain; *promotion to* Associate Professor; Political Science & Public Administration; effective August 16, 2020

Harish Chandler; *promotion to* Associate Professor; Kinesiology; effective August 16, 2020

Kenya Cistrunk; *promotion to* Associate Professor; Sociology; effective August 16, 2020

Mike Colvin; *promotion to* Associate Professor; Wildlife, Fisheries & Aquaculture; effective August 16, 2020

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Thu Dinh; *promotion to* Associate Professor; Animal & Dairy Science; effective August 16, 2020

Joseph Faello; *promotion to* Associate Professor; Division of Business Meridian Campus; effective August 16, 2020

Lamiaa Fassi; *promotion to* Associate Professor; Physics & Astronomy; effective August 16, 2020

Melody Fisher; *promotion to* Associate Professor; Communication; effective August 16, 2020

Christopher Fuhrmann; *promotion to* Associate Professor; Geosciences; effective August 16, 2020

Margaret A. Hagerman; *promotion to* Associate Professor; Sociology; effective August 16, 2020

Alicia Hall; *promotion to* Associate Professor; Philosophy & Religion; effective August 16, 2020

Heather Jordan; *promotion to* Associate Professor; Biological Sciences; effective August 16, 2020

Andrew F. Lang; Associate Professor; History; effective August 16, 2020

Younghan Lee; *promotion to* Associate Professor; Kinesiology; effective August 16, 2020

Laith Mazahreh; *promotion to* Associate Professor; Counseling, Educational Psychology & Foundations; effective August 16, 2020

James McCurdy; *promotion to* Associate Professor; Plant & Soil Sciences; effective July 1, 2020

D. Shane Miller; *promotion to* Associate Professor; Anthropology & Middle Eastern Cultures; effective August 16, 2020

Debra Mlsna; *promotion to* Associate Professor; Chemistry; effective August 16, 2020

Kelly M. Moser; *promotion to* Associate Professor; Classical & Modern Languages and Literatures; effective August 16, 2020

Alicia Oliver; Associate Professor; Pathobiology & Population Medicine; effective July 1, 2020

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Yingge Qu; *promotion to* Associate Professor; Division of Business Meridian Campus; effective August 16, 2020

Colleen N. Scott; *promotion to* Associate Professor; Chemistry; effective August 16, 2020

Brian K. Smith; *promotion to* Associate Professor; Industrial & Systems Engineering; effective August 16, 2020

Adam Skarke; *promotion to* Associate Professor; Geosciences; effective August 16, 2020

Kasee Stratton; Associate Professor; Counseling, Educational Psychology & Foundations; effective July 1, 2020

Peter Summerlin; *promotion to* Associate Professor; Landscape Architecture; effective August 16, 2020

Betsy Swanson; *promotion to* Associate Professor; Clinical Sciences; effective July 1, 2020

Gregg Twietmeyer; *promotion to* Associate Professor; Kinesiology; effective August 16, 2020

Eric D. Vivier; *promotion to* Associate Professor; English; effective August 16, 2020

Tianlan Wei; *promotion to* Associate Professor; Counseling, Educational Psychology & Foundations; effective August 16, 2020

Tung-Lung Wu; *promotion to* Associate Professor; Mathematics & Statistics; effective August 16, 2020

**Mississippi Valley State University**

Sherill Morris-Francis; *promotion to* Associate Professor, Department of Criminal Justice; effective August 17, 2020

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1. **ASU – APPROVAL TO AWARD ONE HONORARY DEGREE**

The university requests approval to bestow one honorary degree posthumously at the next commencement ceremony to be held in 2020. Supporting documents are on file at the Board Office.

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

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**1. SYSTEM – APPROVAL FOR FINAL READING OF PROPOSED AMENDMENT TO BOARD POLICY 600 SECTION B – STUDENT AFFAIRS AND ADMISSIONS; SUBSECTIONS 602B AND 602C**

Board approval for final reading is requested for proposed amendments to Board Policy 602 – Section B Freshman Admission Requirement for University System Institutions and Section C Academic Placement Resulting From Various Deficiencies. These proposed amendments are needed (1) to clarify how the College Preparatory Curriculum (CPC) grade point average (GPA) is calculated, (2) to change the Full Admission policy from using ACT composite scores to using ACT superscores and to allow the use of SAT superscoring, too, and (3) to allow the utilization of the student’s highest ACT or SAT subtest scores from the ACT or SAT superscore in determining the appropriate IHL-recognized intervention strategy for students who successfully complete the Summer Developmental Program and receive full admission to a university.

The ACT composite score, which is currently used by IHL, is the average of the individual section scores from one test administration, rounded to the nearest whole number. The ACT superscore is a composite score which utilizes the highest individual section scores across multiple test attempts. The highest individual section scores are averaged to create a superscore. The SAT superscore is calculated in the same manner.

**602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS**

**B. FULL ADMISSION**

The College Preparatory Curriculum (CPC) grade point average (GPA) is calculated on a 4.0 scale using the course requirements listed on 602.A. High School Course Requirements.

Full admission will be granted to the following:

- (1) All students completing the College Preparatory Curriculum (CPC) with a minimum of a 3.20 high school ~~grade point average (GPA)~~ on the CPC; or
- (2) All students completing the College Preparatory Curriculum (CPC) with (a) a minimum of a 2.50 high school GPA on the CPC or a class rank in the top 50%, and (b) a score of 16 or higher on the ACT (~~Composite~~); or

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(3) All students completing the College Preparatory Curriculum (CPC) with (a) a minimum of a 2.00 high school GPA on the CPC and (b) a score of 18 or higher on the ACT (~~Composite~~); or

(4) All students satisfying the NCAA Division I standards for student athletes who are “full- qualifiers” or “academic redshirts”.

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

Beginning fall 2021, institutions will use the highest ACT or SAT subject test scores from the same test type when scores from more than one test date are submitted. This process is known as superscoring. A combination of ACT and SAT subtest scores cannot be combined to calculate a superscore.

(BT Minutes, 9/93; 1/98; 3/2019)

**C. ACADEMIC PLACEMENT RESULTING FROM VARIOUS DEFICIENCIES**

Those Mississippi residents who applied and failed to meet Full Admission Standards along with any Mississippi high school graduate regardless of academic performance may, as a result of review, be admitted to the summer or fall semester. The ACT is not a requirement in this category. The review shall involve a consideration of high school performance, ACT scores (if available), placement testing, special interests and skills as well as other non- cognitive factors. The review shall result in placement in one of the following categories:

**1. Full Admission**

As a result of the review, students in this category may be placed as if admitted under Section B. In addition, students may be required to enroll in selected college level courses in science and social science equivalent to high school courses in which their background is inadequate. These courses will yield institutional credit.\* Other students in this category may be required to participate in the Year- Long Academic Support Program.

**2. Full Admission with Academic Deficiencies**

Students who have not demonstrated adequate readiness in English or Reading or Mathematics will be granted Full Admission with Academic Deficiencies to the

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Summer Developmental Program. This is an intensive program that concentrates on high school subject areas (English, Reading, and Mathematics) that are applicable to success in first- year college courses. These courses carry institutional credit.\* Students who successfully complete the summer program, by passing the developmental courses that they are determined to be deficient and the Learning Skills Laboratory courses, will receive admission to the fall term with mandatory participation in the Year- Long Academic Support Program or some other IHL-recognized intervention strategy to promote success in the courses in which they are not fully prepared, according to their highest ACT or SAT ~~subtest~~ subject test scores. Students who fail to successfully complete the Summer Developmental Program are not eligible for enrollment in the regular academic year and will be counseled to explore other postsecondary opportunities, including those offered by community colleges.

(BT Minutes, 5/92; 9/93; 9/94; 3/95; 10/95; 9/96; 1/98; 2/2005; 8/2006; 2/2009; 3/2010; 5/2015; 05/2016)

**STAFF RECOMMENDATION: Board staff recommends Board approval for final reading.**

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**1. SYSTEM– REQUEST FOR APPROVAL OF A STUDENT HEALTH INSURANCE POLICY WITH WELLFLEET/CIGNA AND ARTHUR J. GALLAGHER**

**Agenda Item Request:** The Mississippi Institutions of Higher Learning’s Executive Office (IHL) requests approval of a student health insurance policy for use by the system. The insurer will be **Wellfleet/Cigna** and the insurance broker will be **Arthur J. Gallagher**.

**Contractor’s Legal Name: Gallagher Student Health, a division of Arthur J. Gallagher Risk Management Services (“Gallagher”) and Wellfleet (“Wellfleet”), a Berkshire Hathaway subsidiary.** Wellfleet will provide the student health insurance coverage for the system, and Gallagher will serve as the insurance broker. Gallagher serves as the broker for over 110,000 student insureds and has partnered with Wellfleet to provide student insurance for many universities and university systems. Wellfleet has an AM Best rating of A++.

**History of Contract:** This is a new contract. Universities, including MSU, Ole Miss, USM, and UMMC have purchased or negotiated a group student health insurance option in the past.

**Specific Type of Contract:** This is a contract for student health insurance.

**Purpose:** The purpose of the contract is to provide an insurance option for students to purchase directly, or for universities to purchase as a benefit for certain classes of student workers or employees. The goal of the system approach is to lower premium costs while maintaining health insurance coverage that meets Affordable Care Act and visa requirements.

**Scope of Work:** The insurer will provide student health insurance coverage and related services during the policy year in exchange for the payment of premiums by students or universities. The policy will be available for students at all system universities with the exception of UMMC.

**Term of Contract:** This contract will engage Gallagher for three policy years, including the servicing of any policy placement that results from Gallagher’s services. The insurance policy or policies will be for a one-year term with Wellfleet, although this agenda item includes an optional renewal with Wellfleet for a second year at the same premium amount. The policy terms may vary from university to university so as to have an effective date that coincides with the termination dates of each university’s current policies. Gallagher and Wellfleet will begin providing services soon after Board approval, although the term of individual insurance policies may have varying effective dates (to prevent overlap or gaps based on the termination dates of current policies).

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**Termination Options:** IHL may cancel the contract with 60 days' notice, although some students will be purchasing individual policies directly. If the reason that IHL wishes to terminate is due to non-appropriation of funds, then IHL may terminate with 10 days' notice. The insurer may terminate its contract with IHL upon 120 days' notice, except for non-payment of premium. The insurer may terminate a policy for non-payment of premium with 10 days' notice.

**Contract Amount:** The base premium will be \$1,994 per policy per year. With the inclusion of discount programs related to dental, vision, and 24/7 cognitive health therapy, the annual premium will rise to \$2,004 per policy. This process has driven a 12.3% rate reduction, or a savings of about \$280 per policy, in comparison to the rated average for 2019-2020 system policies. Assuming 3,000 students are insured under this new policy, the annual aggregate savings should be approximately \$840,000. This policy will also provide a negotiated policy for universities which did not currently have an option available. For international students, the policy will meet visa insurance requirements. Almost all coverage terms are either equivalent or improved compared to current policies. The aggregate annual premiums are expected to be close to \$6 million, although total premiums may vary significantly based upon the number of insureds who elect to purchase policies. With all universities, except for UMMC, participating in the system program, 3,000 students is a reasonable estimate of insureds. If 3,000 students are insured, the aggregate annual premium range will be between \$5,982,000 and \$6,041,910, depending upon whether optional add-on services are purchased.

**Funding Source for Contract:** Students will directly pay the premium for their policy, except for some student workers. Universities may elect to pay or supplement the premium cost for certain classes of student workers, such as graduate assistants, as an employment benefit or part of its payment structure. Expenditures for student health insurance by universities are determined by each university.

**Contractor Selection Process:** IHL conducted a competitive RFP process which utilized a Student Health Insurance Committee composed of a representative from each university. The following individuals, listed in alphabetical order after recognizing the Chair, served on the Committee.

Committee Chair: Daniel Hale, Clinic Business Administrator, MSU

David Buford, IHL Risk Management, for MUW

Victoria Coleman, Assistant Director of Nurses, JSU

Tracy Cook, Vice President for Student Affairs and Enrollment Management, ASU

Kameron Dale, Assoc. Director of Human Resources, USM

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Dr. Natalie Gaughf, Associate Dean of Student Affairs for the School of Population Health, UMMC

Dr. Yolanda Jones, Dean of Student Development, MVSU

Alex Langhart, Director of University Health Services, Ole Miss

Christie Riddle, Exec. Director of Student Success Center, DSU

Maura Sullivan, Manager of Student Accounting, UMMC

Advisors: David Buford, John Pearce, and Phil Cumberland

There were three qualified proposals which the Committee scored as follows:

Insurer/Broker Scoring Based Upon RFP Criteria Annual Premium per Insured Student

Wellfleet / Gallagher 96.25 \$1,994

United HealthCare / Holland 75.01 \$2,274

Aetna / Academic HealthPlans 69.87 \$2,283

The Wellfleet / Gallagher proposal was determined by the Committee to be the lowest and best. Accordingly, the Committee recommends approval of the Wellfleet / Gallagher proposal.

**Staff Recommendation: Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Legal Staff has reviewed the proposed Agreement between IHL and Insurer Wellfleet/Cigna and Broker Arthur J. Gallagher 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 AN AGREEMENT FOR BOOKSTORE SERVICES WITH BARNES AND NOBLE COLLEGE BOOKSTORES, LLC**

**Agenda Item Request:** Mississippi State University is requesting approval to enter into an Agreement for Bookstore Services with Barnes and Noble College Bookstores, LLC

**Contractor’s Legal Name: Barnes & Noble College Booksellers, LLC (“Barnes and Noble”)**

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**History of Contract:** MSU first entered into a contract for bookstore services with Barnes and Noble in October 2005. The original contract was subsequently amended and extended on four occasions.

**Specific Type of Contract:** Agreement for Bookstore Services

**Purpose:** The purpose of this contract is to allow Barnes and Noble to operate MSU's campus bookstore. In return, MSU will receive a commission on sales generated through the bookstore.

**Scope of Work:** Barnes and Noble, through the bookstore, will be the exclusive retail buyer and seller of course materials, including books, for MSU. Barnes and Noble will have other rights including certain exclusive retail rights on MSU's campus for items traditionally sold in a college bookstore.

**Term of Contract:** The initial contract term begins on July 1, 2020 and ends on June 30, 2030 with two options to renew for five additional years each.

**Termination Options:** Either party may terminate the Agreement, with or without cause, at any time by giving the other party 90 days written notice. Either party may terminate the Agreement for material breach by the other party by giving 30 days written notice. MSU may terminate the Agreement for contractor's failure to comply with the Mississippi Employment Protection Act.

**Contract Amount:** This is a revenue-generating contract. MSU anticipates the commissions from the contract to generate approximately \$1,000,000 annually. In the first year, MSU's commission is guaranteed to be \$1,000,000. After the first year, MSU's commission will be based on a graduating percentage of sales commission structure with a guarantee of 90% of the applicable percentage of sales commission from the previous year. Barnes and Noble is also spending \$1,000,000 to design, construct, equip and install certain fixtures in the bookstore. Barnes and Noble will pay MSU a signing bonus of \$579,000 and will provide various other payments on an annual basis.

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Mississippi State University  
Barnes & Noble Contract  
Estimated Total Cash Receipts  
For FY21 - FY30

Contract Year	Commissions	Escalator & Elevator Maintenance	Textbook Vouchers for Students	Marketing Support	Orientation Sponsorship	Faculty Programs	First Day Program Guarantee*	Capital Investment	Signing Bonus	Total
FY21	\$ 1,000,000	\$ 20,000	\$ 10,000	\$ 15,000	\$ 8,500	\$ 3,000	\$ 10,000	\$1,000,000	\$ 500,000	\$ 2,566,500
FY22	\$ 900,000	\$ 20,000	\$ 10,000	\$ 15,000	\$ 8,500	\$ 3,000	\$ 10,000			\$ 966,500
FY23	\$ 900,000	\$ 20,000	\$ 10,000	\$ 15,000	\$ 8,500	\$ 3,000	\$ 10,000			\$ 966,500
FY24	\$ 925,000	\$ 20,000	\$ 10,000	\$ 15,000	\$ 8,500	\$ 3,000	\$ 10,000			\$ 991,500
FY25	\$ 950,000	\$ 20,000	\$ 10,000	\$ 15,000	\$ 8,500	\$ 3,000	\$ 10,000			\$ 1,016,500
FY26	\$ 975,000	\$ 20,000	\$ 10,000	\$ 15,000	\$ 8,500	\$ 3,000	\$ 10,000			\$ 1,041,500
FY27	\$ 1,000,000	\$ 20,000	\$ 10,000	\$ 15,000	\$ 8,500	\$ 3,000	\$ 10,000			\$ 1,066,500
FY28	\$ 1,000,000	\$ 20,000	\$ 10,000	\$ 15,000	\$ 8,500	\$ 3,000	\$ 10,000			\$ 1,066,500
FY29	\$ 1,000,000	\$ 20,000	\$ 10,000	\$ 15,000	\$ 8,500	\$ 3,000	\$ 10,000			\$ 1,066,500
FY30	\$ 1,000,000	\$ 20,000	\$ 10,000	\$ 15,000	\$ 8,500	\$ 3,000	\$ 10,000			\$ 1,066,500
<b>Totals</b>	<b>\$ 9,650,000</b>	<b>\$ 200,000</b>	<b>\$ 100,000</b>	<b>\$ 150,000</b>	<b>\$ 85,000</b>	<b>\$ 30,000</b>	<b>\$ 100,000</b>	<b>\$1,000,000</b>	<b>\$ 500,000</b>	<b>\$11,815,000</b>

\*to be paid only if there is student debt associated with First Day Program, if implemented

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

**Contractor Selection Process:** Barnes and Noble was selected through a competitive Request for Proposal process. Five vendors responded to the RFP; Barnes and Noble offered the most revenue option.

**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 Barnes & Noble College Booksellers, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

**3. UMMC-REQUEST FOR APPROVAL TO AMEND LEASE WITH MEMORIAL HOSPITAL AT GULFPORT**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to extend the term an additional two (2) years, add a parking provision, and add indemnification and insurance requirements of MHG. Under the Sublease, UMMC leases approximately 5,440 square feet of clinic space at 8950 Lorraine Road in Gulfport, Mississippi, for use as a pediatric outpatient clinic. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods and Services, UMMC also requests a waiver to allow prepayment of rent on the first day of each month.

**Contractor's Legal Name:** Memorial Hospital at Gulfport

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**History of Contract:** On November 16, 2017, the Board approved a twenty-seven (27) month sublease with MHG, which will expire on June 30, 2020. The property is owned by Mamie Street Properties, LLC and was leased to MHG through June 30, 2020. MHG has renewed its lease with Mamie Street Properties, LLC and has agreed to extend UMMC's sublease an additional two (2) years.

**Specific Type of Contract:** This is Amendment No. 1 to the Medical Office Building Lease.

**Purpose:** The purpose of the amended Sublease is to sublease approximately 5,440 square feet from MHG for use as a pediatric outpatient clinic.

**Scope of Work:** Under the amended Sublease, MHG will:

- Sublease approximately 5,440 square feet of clinical space to UMMC;
- Provide the following, which shall be billed to UMMC and paid as operating expenses:
  - o Air conditioning sufficient to cool the premises and heat sufficient to warm the premises to maintain comfortable temperatures in the premises;
  - o Provide utilities including hot and cold running water for all restrooms and lavatories, electricity, gas, rubbish collection, and medical waste (sharps collection) disposal;
  - o Janitorial service to include soap, paper towels, toilet tissue for public restrooms, and cleaning supplies;
  - o Electrical and mechanical maintenance services; and
  - o Maintenance and repairs, such as replacement of light bulbs and air conditioning filters, unclogging plumbing fixtures, etc.;
- Remove any interior or exterior signage identifying MHG;
- Clean, wax, and seal all flooring;
- Remove all soap and foam dispensers; and
- Reattach any handrails or toilet paper dispensers in restrooms, with touch-up painting as needed.

UMMC will use the premises for medical clinic.

**Term of Contract:** The term of the amended Sublease is fifty-one (51) months and five (5) days, from March 26, 2018, through February 28, 2022. The original Sublease term

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was twenty-seven (27) months and five (5) days. Amendment No. 1 extends the term an additional twenty-four (24) months.

Termination Options: Termination options include the following:

- By UMMC in the event MHG 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 MHG does not elect to make repairs or if the repairs cannot be made within 120 days;
- By either party in the event of a total destruction of the building;
- Automatically if the whole of the premises or building or so much thereof as to render the balance unusable by UMMC shall be taken under power of eminent domain, condemnation or by deed in lieu of foreclosure or otherwise;
- By UMMC in the event of a partial taking under power of eminent domain, by giving MHG written notice within 30 days after UMMC's receipt of written notice of such partial taking;
- By either party in the event the other party commits an act of default under the Sublease, by giving the defaulting party at least ten (10) days' prior written notice;
- By either party in the event any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, and the parties fail to agree upon modified terms within 90 days;
- By either party immediately upon breach of any of the following ongoing representations and warranties that it, its officers, directors and employees:
  - 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; and
  - o Are not under investigation or otherwise aware of any circumstances which may result in the party being excluded from participation in the Federal Healthcare Programs or any state healthcare programs;
- By either party in the event of an adverse change in law and the parties fail to agree upon modified terms within 60 days; and
- Automatically upon the expiration or termination of the lease agreement between MHG and Mamie Street Properties, LLC.

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**Contract Amount:** The total cost of the amended Sublease is up to \$706,383.65 over the extended term. The original lease was approved for a total cost of \$379,329.17. Effective July 1, 2020, UMMC's base rent will be \$10,984.27 per month, plus an estimated \$63,432.08 in operating expense overages. Operating expenses were estimated based on historical use averages at this location, with a three percent (3%) annual inflation adjustment.

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

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

**Staff Recommendation:** *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 UMMC and Memorial Hospital At Gulfport for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item for a two year term provided that UMMC provides the Board with a comprehensive update of Gulf Coast operations contained in report by UMMC Liaison dated April 8, 2020.*

**4. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN ENROLLMENT FOR EDUCATION SOLUTIONS AND AMENDMENT TO CONTRACT DOCUMENTS WITH MICROSOFT CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an Enrollment for Education Solutions and Amendment to Contract Documents with **Microsoft Corporation** to extend the term of the current Campus and School Agreement (CSA) for Volume Licensing of Microsoft Products/Services utilized by UMMC. The CSA covers software, servers, online services, applications, and cloud services.

**Contractor's Legal Name:** Microsoft Corporation (Microsoft)

**History of Contract:** On June 15, 2017, the Board approved the current CSA for volume licensing of Microsoft products and services. The term of the CSA was three (3) years, through April 30, 2020, for a total approved cost of \$3,277,627.09.

**Specific Type of Contract:** New Enrollment for Education Solutions and Amendment to Contract Documents

**Purpose:** The purpose of the Enrollment for Education Solutions is to extend the term of UMMC's current CSA. The purpose of the Amendment to Contract Documents is to

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identify the discounted products and/or services purchased under the Enrollment form. The Agreement will allow UMMC to continue utilizing volume licenses currently in use at UMMC, as well as purchase various Microsoft products and/or services as needed.

**Scope of Work:** Under the CSA, Microsoft will supply products/services as so ordered by UMMC. At this time, UMMC will purchase a variety of Microsoft products to be included, but not limited to the following:

- software products including Advanced Threat Analytics, Cal Suites, etc.
- identity manager,
- office applications including Office Desktop Applications,
- office servers including Exchange Servers and Project Servers,
- system center products,
- Windows Desktop Operation System,
- online services including Azure and Cloud App Security, and
- Office 365 services, including Office 365 Applications, Advance Security Management, etc.

UMMC may order additional products/services offered by Microsoft on an as needed basis during the term of the CSA.

**Term of Contract:** The term of the agreement is twelve (12) months, May 1, 2020 through April 30, 2021. The total term of the CSA is now forty eight (48) months, from May 1, 2017, through April 30, 2021.

**Termination Options:** The CSA may be terminated for any of the following:

- either party without cause upon 60 days' written notice,
- either party may terminate the Enrollment if the other party materially breaches its obligations under the agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Institution within a reasonable period of time, Microsoft may terminate the agreement and all Enrollments under it. If Institution terminates an Enrollment as a result of a breach by Microsoft, then Institution will have the early termination rights described in the Enrollment, and
- Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification,

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and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.

**Contract Amount:** The estimated cost of the Agreement is \$1,409,000. The total cost of the CSA over the four (4) year term is \$4,686,627.09.

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

**Contractor Selection Process:** Microsoft provides the volume licensing for purchase through its authorized reseller MoreDirect, Inc. d/b/a/ Connection, who is an approved vendor contracted with Vizient, one of UMMC's group purchasing organizations (GPO).

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

**5. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH MORRIS & DICKSON CO., LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Morris & Dickson Co., LLC** for wholesale pharmacy distribution services. Additionally, UMMC requests permission to amend the agreement to add or remove delivery locations under the agreement without seeking prior Board approval as long as adequate funds are available.

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

**History of Contract:** On April 16, 2015, the Board approved the current agreement with M&D and Novation, LLC (now Vizient), UMMC's primary group purchasing organization, for the provision of wholesale pharmaceutical services for a total estimated cost of \$457,373,908.62. On May 16, 2019, the Board approved additional funding of the contract for a total approved cost of \$517,373,908.62. The contract was effective May 1, 2015 and will expire on April 30, 2020. In October 2019, UMMC solicited proposals via Request for Proposal (RFP) No. 8019 for Pharmacy Distribution Services. Three (3) bidders submitted proposals, including M&D, Cardinal Health, and McKesson. Proposals were evaluated based upon cost and quality so that the lowest and best proposal would be selected. The UMMC selection committee selected M&D as the awarded bidder.

**Specific Type of Contract:** Pharmacy Distribution Services Agreement.

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**Purpose:** The purpose of the agreement is to provide for primary pharmaceutical wholesale distribution services. Such distributors are essential to providers in that they supply drugs at discounted rates (wholesale), ensure a constant supply of pharmaceutical products, and eliminate the need for providers to warehouse large quantities of pharmaceutical products.

**Scope of Work:** Under the agreement, Morris & Dickson will:

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

**Term of Contract:** The term of the agreement is for five (5) years, from May 1, 2020, through April 30, 2025.

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

- by agreement of the parties,
- by UMMC upon thirty (30) days' written notice with or without cause,
- if M&D 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 M&D's breach of any of the following ongoing representations and warranties that M&D, 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 M&D being excluded from participation in the Federal Healthcare Programs or any state healthcare programs, and

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

**Contract Amount:** The total estimated cost over the five (5) year term is \$800,000,000. Wholesale distribution cost is based upon 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 from the distributor. The estimated cost of the proposed 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 pharmacy locations, drug availability, and variance in the cost of manufacturing. The estimated cost is based on a twenty percent (20%) annual increase in drug costs, new specialty medications expected to come to market, and for volume growth in medication related outpatient administrations.

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

**Contractor Selection Process:** In October 2019, UMMC solicited proposals via Request for Proposal (RFP) No. 8019 for Pharmacy Distribution Services. Three (3) bidders submitted proposals, including M&D, Cardinal Health, and McKesson. Proposals were evaluated based upon costs and responses to specifications 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
M&D	\$559,235,485	100
McKesson	\$561,913,837	83.83
Cardinal Health	\$564,944,674	78.13

\* The difference between the cost of the RFP proposal and the cost in the table above is due to the method used to compare all bidders fairly versus UMMC's potential needs over the term of the agreement.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Legal Staff has reviewed the proposed Agreement

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**between the University of Mississippi Medical Center and Morris and Dickson Co., LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.**

**6. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH PHILIPS IMAGE GUIDED THERAPY CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Philips Image Guided Therapy Corporation** to rent two (2) Volcano CORE Mobile Systems and purchase the associated disposable products, such as catheters, used with the systems. UMMC physicians use the Volcano CORE systems and disposables to treat patients with high-risk occlusive coronary and peripheral arterial disease. UMMC also requests approval to add or remove disposable products under the agreement without seeking prior Board approval as long as adequate funds are available.

**Contractor’s Legal Name: Philips Image Guided Therapy Corporation (Philips)**

**History of Contract:** This is a new contract for the rental of equipment and purchase of supplies. UMMC currently has a placement agreement for the Volcano CORE Systems based on the purchase of disposables for a total cost less than \$250,000, which did not require Board approval. The current agreement will expire on April 24, 2020. Philips no longer offers the systems to hospitals on a placement basis and now requires a rental agreement for its systems.

**Specific Type of Contract:** Equipment and Disposable Products Agreement

**Purpose:** The purpose of the agreement is to rent two (2) Volcano CORE Mobile Systems and purchase the associated disposable products, such as catheters, used with the systems. The Volcano CORE systems assess the location and severity of disease and lesions in arteries. UMMC physicians use the Volcano CORE systems and disposables to treat patients with high-risk occlusive coronary and peripheral arterial disease.

**Scope of Work:** Under the agreement, UMMC will rent two (2) Volcano CORE Systems and purchase the associated disposable products. If UMMC purchases at least \$110,000 of disposables per year, Philips will waive the rental fee of \$84,000.

**Term of Contract:** The term of the agreement is twenty-four (24) months, beginning upon execution by both parties which is expected to be on or about April 25, 2020, through April 24, 2022.

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING**  
**REGULAR AGENDA**  
**FINANCE**  
**April 16, 2020**

- by UMMC if products are continuously delayed for thirty (30) days due to a continuing Force Majeure event,
- by either party if the other party is excluded from participation in any Federal Health Care Program or debarred, suspended, or otherwise excluded from participating in any other federal procurement program or activity,
- by either party upon thirty (30) days advance written notice to the other party,
- by either party for a material breach of this Agreement, upon fifteen (15) days' notice and opportunity to cure, and
- by either party upon appointment of a receiver for the other party, assignment for the benefit of creditors by the other party, or commencement of any
- voluntary or involuntary proceedings under any bankruptcy or insolvency laws against the other party.

**Contract Amount:** The total estimated cost over the twenty-four (24) month term is \$800,000. This amount includes an annual fifteen percent (15 %) increase for potential patient volume growth.

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

**Contractor Selection Process:** The Volcano CORE Mobile System and disposable 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 Philips Guided Therapy Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
REGULAR AGENDA  
LEGAL  
APRIL 16, 2020**

**1. UMMC – APPROVAL TO SETTLE TORT CLAIM**

The University of Mississippi Medical Center is seeking Board approval for the settlement of Tort Claim number 3145.

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**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
INFORMATION AGENDA  
ACADEMIC AFFAIRS  
APRIL 16, 2020**

**1. SYSTEM – INTENT TO OFFER AN EXISTING DEGREE PROGRAM BY DISTANCE LEARNING**

**A. MSU – Master of Science (MS) in Conservation Education**

Responsible Academic Unit: Department of Wildlife, Fisheries and Aquaculture

Total credit hours: 30

CIP Code: 13.1338

Cost to offer by distance learning: Minimal (offset by distance education fees)

Effective date: January 2020

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING**  
**INFORMATION ITEM**  
**FINANCE**  
**APRIL 16, 2020**

1. **UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES CHANGE ORDERS 5, 6 AND STATEMENT OF WORK FOR POST PRODUCTION SUPPORT TO THE MASTER SERVICES AGREEMENT WITH SIERRA-CEDAR, INC.**

The attached exhibit represents the approval of MS-ITS of Change Orders 5, 6 and Statement of Work for Post Production Support to the Master Services Agreement with Sierra-Cedar, Inc. on behalf of the University of Mississippi Medical Center (UMMC). The purpose of Change Order 5 allows for the use of Sierra Cedar's proprietary Data Conversion Accelerator Tool used to assist with completing the data conversion between the legacy system and Workday. Change Order 6 extends the go live date for the Supply Chain Module Conversion of Workday to April 1, 2020 and increases the total project implementation budget due to increase in needed consultant hours. The Post Production Support SOW allows post go live support from Sierra Cedar for the Workday Human Capital Management, Finance and Payroll Modules. The Attorney General's staff assigned to the MS-ITS reviewed the requests prior to execution. The Agreement, related Change Orders and Statement of Work are between Sierra-Cedar, Inc. and MS-ITS on behalf of UMMC.

See Exhibit 1.

# Exhibit 1



C.5 SIERRA-CEDAR SIMPLE CHANGE ORDER	
DATE SUBMITTED: <u>07 / 11 / 2019</u>	
MASTER SERVICE AGREEMENT REFERENCE NUMBER:	Sierra-Cedar: Mississippi Department of Information Technology Services MSA dated January 19, 2018
STATEMENT OF WORK REFERENCE NUMBER:	Sierra-Cedar: UMMC Statement of Work for Deployment Services dated January 19, 2018
REQUEST SUBMITTED BY:	John Harrison, Vice President, Higher Education Workday Services
CHANGE ORDER NARRATIVE:	
THE PURPOSE OF THIS CHANGE ORDER IS:  Add the following term to the SOW:  Sierra-Cedar will use its proprietary Data Conversion Accelerator Tool to assist with completing legacy system data conversion tasks. The Data Conversion Accelerator Tool and any enhancements that Sierra-Cedar makes to the Data Conversion Accelerator Tool during the project are Consultant's technology; no ownership or other proprietary interest or right in it is transferred to Client. The Data Conversion Accelerator Tool incorporates Amazon Web Services technology, use of which is governed by the AWS Customer Agreement, a copy of which is available at <a href="https://aws.amazon.com/agreement/">https://aws.amazon.com/agreement/</a> .	
THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS: There are no additional costs associated with this Change Order.	
ATTACHMENTS, SCHEDULES OR TABLES:	
The authorized representatives of the parties have signed this Change Order.	

## SIERRA-CEDAR, INC.

Sierra-Cedar, Inc.

By: 

Name: Brian E. Fees

Title: Corporate Officer/EVP

Date: January 8, 2020

## CLIENT

Mississippi Department of Information Technology Services on Behalf of the University of Mississippi Medical Center

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CWG

# Exhibit 1



University of Mississippi Medical Center

By: \_\_\_\_\_  
Authorized Signature

Printed Name: LouAnn Woodward, M.D.

Title: Vice Chancellor for Health Affairs

Date: \_\_\_\_\_

CWG

# Exhibit 1



C.6 SIERRA-CEDAR SIMPLE CHANGE ORDER	
DATE SUBMITTED: <u>11/18/2019</u>	
MASTER ENABLING AGREEMENT REFERENCE NUMBER:	<u>Sierra-Cedar: State of Mississippi Department of Information Technology Service MSA January 2018 Fully Executed.pdf</u>
STATEMENT OF WORK REFERENCE NUMBER:	<u>Sierra-Cedar: 43930-Sierra-Cedar-Executed.pdf</u>
REQUEST SUBMITTED BY:	<u>Sharon Green, Account Manager, Sierra-Cedar</u>
CHANGE ORDER NARRATIVE:	
THE PURPOSE OF THIS CHANGE ORDER IS TO:  <ol style="list-style-type: none"><li>1. Add Engagement Manager, Brandon Nelms.</li><li>2. Extend Workday Senior Inventory Consultant Jay Naffziger through April 15, 2020 for an estimated 160 hours.</li><li>3. Document UMMC's decision to extend the go-live date for Supply Chain Management from November 1, 2019 to April 1, 2020 to allow UMMC to consider the uptake of Workday SCM functionality to be made available in Workday's Spring 2020 update.</li><li>4. Document the increase in total project budget.</li></ol>	
<b>THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:</b>  The move of the Supply Chain Go-Live will allow UMMC to implement with Workday functionality that is coming available in future Workday updates. Phase 1 rates will continue for this extension. UMMC and Sierra-Cedar will continue to monitor the project consulting services budget and will document necessary adjustments in the future, as needed.  <ul style="list-style-type: none"><li>• Supply Chain Management go-live adjustment from November 1, 2019 to April 1, 2020 is estimated to add an additional \$2,489,300.00 to the total project consulting costs, resulting in an increase in the total estimated project consulting costs from \$14,295,098.00 to \$16,784,398.00.</li></ul>	

CWG

# Exhibit 1



## C.6 SIERRA-CEDAR SIMPLE CHANGE ORDER

### ATTACHMENTS, SCHEDULES OR TABLES:

SCI Professional Service Rates for Onsite Services	HCM/Financials Hourly Rates (USD)* Valid Through 06/30/2020	Estimated Hours	Estimated Dollars
Sr. Functional & Technical Project Advisor (Upon Request)	\$246.00	850	\$209,100.00
Solution Architects – Technical & Functional	\$246.00	500	123,000.00
Engagement Management Team	\$221.00	600	\$132,600.00
Technical Coordinator	\$216.00	200	\$43,200.00
Functional Business Area Consultants	\$221.00	1,000	\$221,000.00
Data Migration Team	\$221.00	0	0
Integrations and BIRT Developers	\$221.00	200	\$44,200.00
Reporting & Analytics Consultants	\$221.00	100	\$22,100.00
Workday Student Product Advisory Services (Under Subcontract to SCI)	If required		0
Workday Planning Consultants	\$221.00 (Workday Product Advisory, if needed and separately negotiated)	0	0
Workday Inventory Consultants	\$221.00	400	\$88,400.00
Change Management & End User Training Support	\$221.00	200	\$44,200.00
Testing Support	\$221.00	100	\$22,100.00
Application Security Support	\$221.00	150	\$33,150.00
Additional Functional / Technical Support (unspecified)	\$221.00	0	0
PRISM Deployment Consultants	\$221.00	0	0
Business Process Alignment Team (aka Readiness Consultants)	\$246.00		0

Footnote: These rates are valid through the fiscal year indicated above. Beginning 7/01/2020 for the HCM/FIN and 12/01/21 for the Student, the indicated rates will increase in accordance with the Consumer Price Index (CPI) as measured from the immediately prior year.

CWG

# Exhibit 1



## C.6 SIERRA-CEDAR SIMPLE CHANGE ORDER

SCI Professional Service Rates for Offsite/Remote Services	HCM/Financials Hourly Rates (USD)* Valid Through 06/30/2020	Estimated Hours	Estimated Dollars
Sr. Functional & Technical Project Advisors (Upon Request)	\$205.00	1,500	\$307,500.00
Solution Architects – Technical & Functional	\$205.00	400	\$82,000.00
Engagement Management Team	\$180.00	650	\$117,000.00
Technical Coordinator	\$175.00	550	\$96,250.00
Functional Business Area Consultants	\$180.00	1,000	\$180,000.00
Data Migration Team	\$180.00	800	\$144,000.00
Integrations and BIRT Developers	\$180.00	400	\$72,000.00
Reporting & Analytics Consultants	\$180.00	755	\$135,900.00
Workday Student Product Advisory Services (Under Subcontract to SCI)	If required	0	0
Workday Planning Consultants	\$180.00 (Workday Product Advisory, if needed and separately negotiated)	0	0
Workday Inventory Consultants	\$180.00	0	0
Change Management & End User Training Support	\$180.00	500	\$90,000.00
Testing Support	\$180.00	0	0
Application Security Support	\$180.00	0	0
Additional Functional / Technical Support (unspecified)	\$180.00	995	\$179,100.00
PRISM Deployment Consultants	\$180.00	0	0
Business Process Alignment Team (aka Readiness Consultants)	\$205.00	500	\$102,500.00

Footnote: These rates are valid through the fiscal year indicated above. Beginning 7/01/2020 for the HCM/FIN and 12/01/21 for the Student, the indicated rates will increase in accordance with the Consumer Price Index (CPI) as measured from the immediately prior year.

CWG

# Exhibit 1



This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 43930-Sierra-Cedar-Executed.pdf

The authorized representatives of the parties have signed this Change Order.

## SIERRA-CEDAR, INC.

Sierra-Cedar, Inc.

By: 

Name: Brian E. Fees

Title: Corporate Officer/EVP

Date: January 23, 2020

## CLIENT

State of Mississippi, Department of Information Technology Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Dr. LouAnn Woodward, MD

By: \_\_\_\_\_

Name: Dr. LouAnn Woodward, MD

Title: Vice Chancellor for Health Affairs and Dean, School of Medicine

Date: \_\_\_\_\_

CWG



## Master Services Agreement

This Master Services Agreement ("Agreement") is entered into on this 19th day of January 2018 between Sierra-Cedar, Inc., a Delaware corporation with its principal offices at 1255 Alderman Drive, Alpharetta, Georgia 30005 ("Consultant") and Mississippi Department of Information Technology Services, a corporation with principal offices at 3771 Eastwood Drive, Jackson, Mississippi 39221 ("Client"). Collectively Consultant and Client shall be known as the "Parties".

The Parties agree as follows:

### MASTER TERMS AND CONDITIONS

#### 1. Services Provided by Consultant

Consultant shall provide Client with computer and consulting services ("Services") as specified in a Statement of Work executed by the Parties ("SOW"). Each SOW is a separate and independent contractual obligation from any other SOW. Together, these Master Terms and Conditions and the SOW(s) comprise this Agreement. Each SOW shall, as applicable, specify the type of Services to be performed, any specific tasks to be performed by each Party, location and approximate start and end dates of each assigned Consultant, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any relevant acceptance and testing procedures and criteria.

#### 2. Fees, Expenses, & Payment

For all Services performed pursuant to a SOW or other request for Services that references this Agreement, Client shall: (i) pay Consultant at the rates explicitly set forth in each SOW or, if not explicitly set forth in such SOW then according to the Sierra-Cedar Labor and Rates Policy attached hereto as Exhibit B and the then current Consultant Standard Hourly Rates; and (ii) pay Consultant within thirty (30) calendar days after the date of each twice monthly invoice. Any late payment shall accrue interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is less. All payments related to this Agreement are non-refundable. Client is responsible for all taxes, duties, and customs fees concerning the Services performed hereunder, excluding taxes based on Consultant's income. Any payment not drawn on a U.S. or Canadian bank must be made by wire transfer.

#### 3. Staffing

3.1 Coordination of Resources. Consultant will work with Client to assess and meet staffing and resource needs for provision of the Services. If Client notifies Consultant that it is dissatisfied with the services of any person supplied by Consultant, Consultant shall try in good faith to promptly resolve any concerns. If Client continues to be dissatisfied with such person, Consultant will remove that person from the situation and will assign different person to Client's work as soon as possible. Consultant shall have the right to

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remove or replace an assigned individual with a similarly skilled individual in the event such removal or replacement is required due to promotion, leave of absence, illness, or the like. Notwithstanding, Client may not require the replacement of key Consultant personnel assigned to a fixed-fee or not-to-exceed engagement (and identified in the SOW as key personnel) except for issues related to performance or inappropriate behavior.

**3.2 Non-Solicitation.** Client and Consultant agree that during the term of this Agreement, and for a period of twelve months after its termination or expiration, neither Party shall hire, directly or through a staffing company or placement agency, or otherwise retain as an employee or independent contractor an employee or contractor who worked for the other Party or an Affiliate of the other Party at any time during the course of this Agreement; provided, however, that such restriction shall not prohibit either party from accepting interest from, interviewing, offering employment to, or hiring or otherwise retaining any such employee or contractor: (1) as a result of general solicitation or advertising to the public, including, but not limited to, employment ads placed in newspapers of general circulation, or internet job sites; (2) as a result of interest or solicitation initiated by the employee or contractor; or (3) following termination of the employee or contractor by the Party by whom the employee or contractor is, at the time of execution of this Agreement, employed or engaged. For purposes of this Agreement, "Affiliate" of a Party means any entity which is owned or controlled, in whole or in part, by the Party or any entity which owns or controls, in whole or in part, a Party.

#### **4. Obligations of Consultant**

Consultant shall perform or cause to be performed its obligations as set forth in the applicable SOW. All subcontractors hired by Consultant to perform Consultant obligations pursuant to a SOW shall be bound to perform such obligations as if such obligations were being performed by Consultant and Consultant shall be liable for the actions of such subcontractors while performing Services pursuant to this Agreement as if such actions were the actions of Consultant. Consultant may subcontract to an Affiliate. In addition, Consultant shall:

- (a) designate and provide for each SOW one Consultant point of contact who shall be responsible for answering and resolving Client's questions and issues relating to the project(s) described therein; and
- (b) provide sufficient, qualified, knowledgeable personnel capable of performing Consultant's obligations set forth in the applicable SOW.

#### **5. Obligations of Client**

Client shall fulfill its obligations as set forth in the applicable SOW and the following obligations (collectively referred to as "Client Obligations"):

- (a) designate and provide for each SOW one Client point of contact who shall be responsible for answering and resolving Consultant's questions and issues relating to the project(s) described therein; and



- (b) provide sufficient, qualified, knowledgeable personnel capable of: (i) performing Client's obligations set forth in the applicable SOW; (ii) participating in the project and assisting Consultant's consultant resources in reviewing Work Product; and (iii) facilitating the search for information and requirements;
- (c) provide Consultant with reasonable access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by Consultant in order to facilitate Consultant's performance of the Services set forth in each SOW;
- (d) provide Consultant with such reasonable working space, equipment, office support (including but not limited to analog phone lines for dial up capabilities, digital or analog phone lines for long distance and local calls related to the provision of Services, internet access of the same speed and quality as is provided to Client's employees, photocopying equipment, and the like), and adequate environment for Consultants, so that they can conduct efficient analytical work and hold meetings with Client personnel and/or other Consultant personnel, all as Consultant may reasonably request; and reasonably cooperate with Consultant as may be set forth in the applicable SOW to facilitate Consultant's performance of the Services set forth thereunder.

## 6. SOW Change Order Process

If Consultant is performing services on an hourly basis and Client wishes to add services or extend the engagement, Client may so request in writing to Consultant, which may be via e-mail. If Consultant is not able to accommodate the request, it will so notify Client.

If either party desires to change the Services to be provided pursuant to a SOW as to which payment for which is not on an hourly basis, the following process shall be followed:

- (a) Consultant will prepare an amendment for Client's review documenting the change, including relevant information such as additional resources required, revised end-dates, and additional fees, if applicable;
- (b) When Consultant and Client have agreed on the contents of the change order, both parties shall so indicate, either by signing the change order or transmitting approval of the change order via fax, email, or other electronic means.
- (c) Once a change order has been agreed to in such manner by the Parties, it shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the applicable SOW.

## 7. Ownership and Proprietary Rights

- 7.1 Ownership of Pre-existing Materials. Client acknowledges and agrees that Consultant is the sole and exclusive owner of all rights, including but not limited to all patent rights, copyrights, trade secrets, trademarks, and other proprietary rights in the systems, programs, specifications, user documentation, and other materials used by Consultant in the course of its provision of services hereunder which were in existence prior to the execution of this Agreement (collectively "Consultant's Materials"). Client also acknowledges and agrees that in entering



Into this Agreement, Client acquires no rights in Consultant's Materials. Client shall not copy, transfer, sell, distribute, assign, display, or otherwise make Consultant's Materials available to third parties. Client agrees to secure and protect each module, software product, piece of documentation, and every other portion of Consultant's Materials so as to protect all of Consultant's rights therein.

7.2 Ownership of Tangible Work Product. The tangible property and work products created by Consultant pursuant to this Agreement ("Work Product ") shall mutually belong to Client and Consultant.

7.3 Ownership of Data Processing Know-how. Client recognizes that Consultant's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its client engagements. Accordingly, to the extent material that is used in, enhanced, or developed in the course of providing Services hereunder is of a general abstract character, or may be generically re-used, and does not contain Confidential Information of Client, then Consultant will own such material including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively "Know-how"). To the extent such Know-how is contained or reflected in the Work Product, Consultant hereby grants Client a fully paid up, perpetual license to use such Know-how only for its internal business. Client will not sublicense or sell Know-How to any third party, and will not use or exploit the Know-How to compete with the information technology and consulting business of Consultant.

## 8. Confidentiality

The Parties acknowledge and agree that in the course of performing under this Agreement, each will disclose to the other trade secrets and other confidential information, including Consultant's Material and Know-how ("Confidential Information") relating to each party's business. Each party agrees not to disclose the Confidential Information of the other to any third party and to treat it with the same degree of care as it would its own confidential information. Each party further agrees not to disclose the Confidential Information of the other to any employees other than those with a need to have access to it, and to instruct those employees on the need to maintain the confidentiality of the Confidential Information. The parties acknowledge and agree that failure to abide by these confidentiality obligations would constitute a material breach hereof, and would irreparably harm the non-breaching party, and that the aggrieved party shall be free, in addition to other relief, to seek injunctive relief to cure or prevent any such breach or further breach, without need of posting a bond. Confidential Information will not include information that: (i) is or becomes publicly available through no wrongful act of the receiving party; (ii) was lawfully obtained by the receiving party from a third party who

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was without any obligation to maintain the Confidential Information as confidential; (iii) was previously known to the receiving party without any obligation to keep it confidential; or (iv) was independently developed by the receiving party without the use of or reliance upon the Confidential Information of the disclosing party.

#### **9. Warranty and Warranty Exclusions**

Consultant warrants that (a) the services it provides hereunder will be performed in a professional and workmanlike manner in accordance with industry standards; (b) it has the authority to enter into this Agreement; (c) it will perform the Services in a manner that complies with all applicable laws and regulations. Client agrees that all development work performed under this Agreement using third-party proprietary development and integration tools shall be subject to the limitations, if any, of Client's license agreements with such other third-party software vendors. **CONSULTANT DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES CONCERNING ITS SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING UNDER STATUTORY OR COMMON LAW.**

#### **10. Sole Remedy and Limitation of Liability**

**CLIENT'S SOLE REMEDY HEREUNDER SHALL BE RETURN OF FEES PAID TO CONSULTANT FOR ANY SERVICE WHICH CLIENT DEMONSTRATES TO BE IN BREACH HEREOF OR OTHERWISE ACTIONABLE BY CLIENT. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF A POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONSULTANT'S LIABILITY HEREUNDER EXCEED THE AMOUNT PAID BY CLIENT PURSUANT TO THE SOW IN EFFECT WHEN THE ACTION GIVING RISE TO THE LIABILITY AROSE, WHETHER ARISING OUT OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, ANY OTHER TORT, INCLUDING INTENTIONAL TORTS, OR ANY OTHER CAUSE OF ACTION. CLIENT ACKNOWLEDGES THAT IT IS WAIVING ANY RIGHT TO RECOVERY UNDER ANY STATE'S UNFAIR COMPETITION/UNFAIR AND DECEPTIVE ACTS OR PRACTICES STATUTE (OR SIMILARLY NAMED STATUTES) TO THE EXTENT SUCH RECOVERY (INCLUDING ANY ATTORNEY'S FEE AWARD) EXCEEDS AMOUNTS PAID BY CLIENT TO CONSULTANT PURSUANT TO THE SOW IN EFFECT WHEN THE ACTION GIVING RISE TO THE LIABILITY AROSE.**

#### **11. Trademarks/Service Marks/Use of Names**

The parties acknowledge and agree that: neither party shall hereby gain rights in any trademarks or service marks ("marks") used in connection with the business of the other; neither shall use such marks of the other without written consent; and neither shall alter the marks or other proprietary legends made in connection with the marks of the other



party. Notwithstanding the foregoing, Consultant may include Client's name on its list of customers in materials provided to prospective clients.

## 12. Termination

Unless otherwise explicitly agreed to by the Parties in the applicable SOW, either party may terminate this Agreement or any SOW at any time by giving the other party written notice of termination; provided that: (i) all fees due under this Agreement and all SOWs for Consultant services performed through the date of termination shall be paid by Client to Consultant upon the effective date of such termination; (ii) Client shall not be due any refund or credit; and (iii) in the event that this Agreement is terminated, all SOWs thereto shall be simultaneously terminated with this Agreement. Client agrees to provide Consultant with a minimum of ten business days advance notice of an unscheduled SOW termination or staffing reduction. In the event Client provides less than ten business days notice, Consultant reserves the right to invoice Client for sixteen hours of consulting services per consulting resource released. In the event of suspension, termination or staffing reduction, Client shall also be responsible for all non-refundable advance purchase airline tickets scheduled within ten business days prior to notification of the suspension, termination or staffing reduction. Consultant may terminate or suspend performance upon Client's breach of contract, including breach arising from non-payment, Client's failure to timely comply with its obligations under any SOW, or Client's failure to promptly accept properly performed services by signing Acceptance Certificates pursuant to any SOW. Notwithstanding, neither party may unilaterally terminate this Agreement while work is ongoing on a fixed-fee or not-to-exceed SOW other than for a material breach which remains uncured for more than ten days following written notice by the other party.

## 13. Dispute Resolution

Except for actions for injunctive relief, the parties will attempt to resolve any disputes that arise out of or in connection with this Agreement through good faith negotiation. If a dispute arises, the Client Project Manager and the Consultant Account Executive shall first try to resolve it. If the dispute is not resolved within 10 business days, either party may escalate the dispute by contacting, in the case of Consultant, Brian Fees, Executive Vice President/Corporate Officer (telephone 888-745-3545 or [Brian.Fees@Sierra-Cedar.com](mailto:Brian.Fees@Sierra-Cedar.com)) or in the case of Client, Paul Veregge, Chief Information Officer (telephone 601 - 984 - 1010 or [paul.veregge@umc.edu](mailto:paul.veregge@umc.edu)). These parties shall attempt to resolve the dispute by mutual agreement.

If the dispute has not been resolved within 7 days after either party escalates the process, either party may initiate non-binding mediation by sending notice in writing to the other party identifying the issues in dispute and requesting that they be resolved through mediation and proposing a neutral mediator. The party receiving the request for mediation



shall have 3 business days after receipt of the request to accept or reject the mediation request and to respond to the initiating party's suggestion of a mediator.

If the request for mediation is rejected or the dispute has not been resolved within 30 business days following the date of the request for mediation or such other date as is agreed upon by the parties, either party may move forward to resolve the dispute in the courts of Fulton County, Georgia.

#### 14. Indemnification

The Parties agree that to the extent permitted by law each will indemnify, defend, and hold harmless the other Party and its officers, directors, employees, and contractors from any third party claim for personal injury, property damage, or intellectual property infringement which arises from the gross negligence or intentional wrongdoing of the indemnifying Party. Client acknowledges that Consultant makes no representations regarding and accepts no indemnification obligation with regard to any third party commercially available software.

With regard to intellectual property infringement, Consultant shall have no liability to indemnify for any claim based on: (a) use of Consultant Work Product outside the scope of this Agreement and/or a Statement of Work; (b) the combination, operation, or use of the Work Product furnished or authorized under this Agreement and/or a Statement of Work with software, hardware, or other materials not furnished by Consultant or reasonably anticipated by the applicable Statement of Work if such infringement would have been avoided by the use of the Work Product without such software, hardware or other materials; or (c) any modification by Client of the Work Product not made or authorized in writing by Consultant.

#### 15. General

15.1 **Notices.** Any notices required hereunder shall be deemed received five days after mailing by certified mail, return receipt requested, or upon delivery by overnight courier with proof of delivery to the following addresses:

**If to Consultant:**

Sierra-Cedar, Inc.  
  
Attn: General Counsel  
1255 Alderman Drive  
Alpharetta, GA 30005

**If to Client:**

Mississippi Department of  
Information Technology  
Services  
  
Attn: Craig Orgeron, Ph.D.  
3771 Eastwood Drive  
Jackson, MS 39211



- 15.2 **Venue: Choice of Law.** Any litigation brought related to this Agreement shall, if brought by Client, be brought in the State of Georgia. This Agreement shall be governed by and construed according to the internal laws of the state in which suit is filed. Any action for injunctive relief hereunder shall be brought in the federal or state courts in Fulton County, Georgia.
- 15.3 **Relationship of Parties.** This is an agreement for professional services. The parties hereto are independent of one another and both agree that no agency, employment, franchise, or other relationship exists between the parties. Neither party shall have the authority to bind the other with respect to third parties or in any other manner.
- 15.4 **Severability.** If any provision of this Agreement is held to be unenforceable or invalid, in whole or in part, then all of the remaining provisions shall nevertheless continue in full force and effect.
- 15.5 **No Assignment.** Neither party may assign this Agreement or the rights granted hereunder without the prior written consent of the other, except that a party may assign this Agreement to any successor to the business of the party by merger, consolidation, or sale of assets or to any corporation controlling, controlled by, or under common control with the party and Consultant may assign its right to receive payment hereunder.
- 15.6 **Payment by Credit Card or Bank Issued Purchasing Card.** Sierra-Cedar does not accept payment by credit card or bank issued purchasing card.
- 15.7 **Client Use of Third Party Vendors.** If Client requests Consultant to submit information such as time records or invoices to a third party agency such as a vendor manager or payment manager, all costs associated with Consultant's use of the third party agency shall be borne by Client. Consultant shall have no obligation to provide such third party agency with confidential or personal information nor shall Consultant's submission of information to the third party agency relieve Client of any obligations hereunder.
- 15.8 **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the parties hereto. Both parties acknowledge and agree that none of the rights or obligations granted or undertaken herein shall inure to the benefit of any third parties.
- 15.9 **Insurance.** Consultant agrees that it shall maintain at least the following minimum levels of insurance and upon Client's request shall cause a Certificate of Insurance to be issued and mailed to the Client.

Type of Insurance:	Policy Limits:
General Liability	\$1,000,000 each occurrence and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Excess Liability Insurance	\$7,000,000 each occurrence and aggregate

*Handwritten initials*



Type of Insurance:	Policy Limits:
Workers Compensation and Employer's Liability	State minimum for each state where work is performed
Errors and Omissions	Not less than \$5,000,000

Mailing Address for Certificate of Insurance:
Mississippi Department of Information Technology Services
Attn: Jill Chastant
3771 Eastwood Drive
Jackson, MS 39211

15.10 Schedules, Exhibits and Attachments. These terms are used interchangeably and refer to the following referenced documents:

Reference	Description
A.	Reserved
B.	Reserved
C.	Reserved
D.	Reserved
E.	Reserved
F.	Reserved

15.11 Force Majeure. Either party shall be excused from performance hereunder for any period such party is prevented from performing any services pursuant hereto in whole or in part as a result of any act of God, war, earthquake, fire, flood, storm, civil disobedience, court order, labor dispute, or other cause beyond such party's reasonable control. Such non-performance shall not constitute grounds for termination or default.

15.12 Entire Agreement. This Agreement shall constitute the entire Agreement between the parties hereto and supersedes all prior agreements and/or representations between the parties relating to the subject matter hereof. The parties acknowledge and agree that they have not relied upon any representations not set forth herein in entering into this Agreement. Both parties have had the opportunity to have this Agreement reviewed by competent counsel. Any change or amendment to this Agreement must be in writing and signed by both parties in order to be effective. No omission or delay by Consultant or Client to enforce any right or remedy under this Agreement shall be a waiver of such right or remedy. No terms, provisions, or conditions of any

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purchase order will have any effect on the obligations of the parties under or otherwise modify this Agreement.

- 15.13 **No Conflict.** Consultant and Client each represent and warrant that execution and performance of this Agreement does not and will not violate, conflict with, or constitute a default under any contract, commitment, arrangement, understanding, agreement, or restriction, or any adjudication, order, injunction, or finding of any kind by any court or agency to which Consultant or Client respectively is bound.
- 15.14 **Electronic documents.** The Parties agree to treat facsimile or electronic copies of documents as binding on the Parties in the same manner and to the same degree as original versions of the same documents.
- 15.15 **Change in Document.** By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum, each party will be deemed to represent to the other that the signing party has not made any changes to such document from the draft(s) most recently provided to the other party by the signing party, or vice versa, unless the signing party has expressly called such changes to the other party's attention in writing (e.g., by "redlining" the document or by a comment memo or email).
- 15.16 **Excused Performance.** Consultant's nonperformance of its obligations as to any specific Deliverable or other obligation under this Agreement shall be excused if and to the extent such nonperformance is due to: (a) Client's failure to perform its responsibilities as set forth in this Agreement, provided that Consultant provides Client with regular periodic updates and status reports and uses commercially reasonable efforts which do not involve additional costs to Consultant to perform notwithstanding Client's failure to perform; (b) the acts or omissions of Client or its agents, entities or any third party authorized to act on its behalf which hinder or delay Consultant's ability to perform its obligations under this Agreement; (c) Client's failure to perform any activity or performance an action required under this Agreement (other than an action required of Consultant) which hinders or delays Consultant's ability to perform its obligations under this Agreement; or (d) force majeure or unanticipated substantive changes to applicable laws and regulations that interrupt, delay or fundamentally alter the scope of the engagement.

# Exhibit 1



IN WITNESS WHEREOF, the parties acknowledge that they have each read the terms hereof and that in signing below, they agree to all of said terms.

**Sierra-Cedar, Inc.**

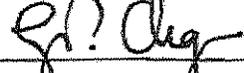
By: 

Name: Brian E. Fees

Title: EVP/Corporate Officer

Date: January 18, 2018

**Mississippi Department of Information  
Technology Services**

By: 

Name: Craig P. Orgeron

Title: Executive Director

Date: 1/19/18

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## ADDENDUM TO MASTER SERVICES AGREEMENT

This standard contract addendum is an integral part of the Master Services Agreement ("Agreement") entered into by and between Sierra-Cedar, Inc. ("Consultant") and the Mississippi Department of Information Technology Services ("ITS") as contracting agent for the University of Mississippi Medical Center ("Client"). Consultant, ITS and Client are hereinafter collectively referred to herein as "Parties." The Parties acknowledge and agree that pursuant to a Request for Proposals Number (7241), issued by the City of Denver for the acquisition of Enterprise Resource Planning Financials/Human Resource Management Software Support, Consultant was the successful proposer in an open, fair, and competitive procurement process to provide the services described in the Agreement; further ITS has the right to re-use awards made by other governmental entities when certain conditions are met. Now therefore, the following contractual terms take precedence over all relevant provisions of the Agreement.

1. **Mississippi Employment Protection Act.** Consultant represents 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. Consultant 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. Consultant 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. Consultant understands and agrees that any breach of these warranties may subject Consultant 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 Consultant 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, Consultant would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

2. **Governing Law.** The Agreement is governed by and interpreted under the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.

3. **Availability of Funds.** The continuance of Agreement is based on availability of funds. It is expressly understood and agreed that the obligation of Client to proceed under the Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under the Agreement. If the funds anticipated for the fulfillment of the Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to

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# Exhibit 1

appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Client for the payments or performance due under the Agreement, ITS shall, upon the direction of Client, have the right to immediately terminate the Agreement, without damage, penalty, cost or expense to Client or ITS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Client shall have the sole right to determine whether funds are available for the payments or performances due under the contract.

4. **Taxes.** The Consultant is liable for all taxes. Sections 27-65-1, *et seq.*, and 27-67-1, *et seq.*, of the Mississippi Code exempts Client and other State institutions from State sales and use taxes. Likewise Client will not pay excise or personal property taxes and if the Consultant is liable for these they should be taken into consideration in formulating the pricing of bids. It is the Consultant's responsibility to contact local taxing authorities in the state and county where equipment will be located to determine possible taxing liabilities in connection therewith.

5. **Payment.** Any references to the payment of invoices and the imposition of late fees or interest within a specified time frame less than that allowed to a state agency for payment of invoices under the Mississippi statutes (Section 31-7-1 *et seq.*, of the Mississippi Code and other relevant statutes) are hereby deleted. Consultant shall submit invoices with the appropriate documentation to Client as services are rendered. Consultant shall submit invoices and supporting documentation electronically during the term of the Agreement using the processes and procedures identified by Client. Client agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by ITS within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Consultant's choice.

6. **Late Payment.** If payment of undisputed amounts is not made to Consultant within forty-five (45) days of Client's receipt of the invoice, Client shall be liable to Consultant for interest at a rate of one and one-half percent (1 ½ %) per month (or such lesser rate as may be the maximum permissible rate under the law) on the unpaid balance from the expiration of such forty-five (45) day period until such time as payment is made. This provision for late payments shall apply only to undisputed amounts for which payment has been authorized.

7. **Attorney's Fees.** Any reference to attorney's fees or court costs to be paid by Client or ITS is deleted.

8. **Indemnification.** Any references to Client or ITS indemnifying or holding harmless the Consultant are deleted. Neither Client nor ITS does not agree to defend or indemnify any Consultant.

9. **Mediation/Arbitration.** Any references to mediation or to binding arbitration or to Client or ITS waiving its rights to a trial by jury are hereby deleted.

Page 2 of 6  
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Executed by Brian Fees 1-18-2018

10. **Limitation on Liability.** Any provisions in the Agreement limiting Consultant's liability are hereby deleted and replaced with the following: "Unless jointly agreed otherwise in writing, Consultant's liability shall not exceed the total amount paid by Client to Consultant under the contract, including any amounts paid pursuant to amendments and change orders. In no event will Consultant be liable to Client for special, indirect, consequential or incidental damages including lost profits, lost savings or lost revenues of any kind. Excluded from this or any liability limitation are claims related to fraud, bad faith, infringement issues, bodily injury, death, physical damage to tangible personal property and real property, and the intentional and willful misconduct or gross negligent acts of Consultant and/or the Consultant's employees or subcontractors. The language contained herein tending to limit the liability of the Consultant will apply to Client to the extent it is permitted and not prohibited by the laws or constitution of Mississippi."

11. **Sovereign Immunity.** Client does not waive its sovereign immunities or defenses as provided by law by entering into the Agreement, and any references limiting Client's remedies are hereby deleted.

12. **Mississippi Accountability and Transparency Act.** In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of the Agreement and any subsequent amendments shall be posted to the State of Mississippi's accountability website.

13. **Personnel Assignment Guarantee.** It is the parties' intent that the Engagement Manager, HCM Core Consultant, Payroll and Effort Reporting Lead Consultant, and Financial Core Accounting Consultant remain a part of the Project throughout the earlier of: (i) the duration of his or her scheduled responsibilities, (ii) the duration of this Agreement, or (iii) agreement of the Parties. Consultant shall not remove the Engagement Manager, HCM Core Consultant, Payroll and Effort Reporting Lead Consultant, and Financial Core Accounting Consultant from the Project except for a compelling reason. "Compelling reason", as used herein, shall include such things as departure from Consultant's employment, replacement of the individual at the request of Client, prolonged illness of the individual, or other compelling reasons, but shall not include the convenience of the Consultant. Client acknowledges that because of employee privacy concerns, Consultant may not be permitted to explain the compelling reason to Client. Should the Engagement Manager, HCM Core Consultant, Payroll and Effort Reporting Lead Consultant, and Financial Core Accounting Consultant depart for a compelling reason, the replacement Engagement Manager, HCM Core Consultant, Payroll and Effort Reporting Lead Consultant, and Financial Core Accounting Consultant shall have equal or greater ability, and at least a comparable mix of experience and qualifications as the departing individual and shall be subject to the prior written approval of Client. Consultant will assume transition costs, generally in the form of the costs of an overlap of services, if possible, or billing for a period of approximately two weeks for introduction of a new individual into the role. Client acknowledges that continuity of key project personnel from Client is also critical to the success of this Project and will endeavor in good faith to ensure such personnel are dedicated to the Project for the duration of their assignment and remain available through the Warranty Period. Client acknowledges that Client's failure to provide sufficient qualified, knowledgeable personnel dedicated to the project on a continuous basis would

# Exhibit 1

affect Consultant's ability to maintain agreed upon work schedules and to provide agreed upon Services.

**14. Liquidated Damages.** The parties agree that the agreed upon Go-Live dates for HR/Payroll and Finance are very important to Client. Client's position is that failure to meet those Go-Live dates will cause Client damages, the actual amount of which may be impractical and extremely difficult to ascertain. It is therefore agreed that as to any miss of one of those two Go-Live dates which results solely from actions or inactions of Consultant, Consultant will be responsible for liquidated damages as set forth below:

- **HR/Payroll:** in the amount of \$250,000.00 if not operational at the mutually agreed upon Go-Live date of January 2, 2019 and \$7,500.00 per business day beginning two (2) days thereafter. This assumes a February 2018 start date as provided in the SOW.
- **Finance:** in the amount of \$5,000.00 per day for each business day that the module is not operational after the mutually agreed upon Go-Live date of July 1, 2019. This assumes a February 2018 start date as provided in the SOW.

Client may waive the assessment of liquidated damages on a case-by-case basis at its sole discretion.

Client will provide Consultant with at least ten days written notice of its intent to assess liquidated damages. Liquidated damages shall not apply if delay is caused (in whole or in part), excluded, agreed upon, excused, or induced by the State, by any third party, or by a force majeure event. The assessment of liquidated damages shall not constitute a waiver or release of any other remedy the State may have under this Agreement for Consultant's breach of the Agreement, including without limitation, the State's right to terminate the Agreement. The State may recover actual damages in excess of the liquidated damages. Any assessment of liquidated damages, however, shall be credited to any subsequent assessment of actual damages for the same event. Liquidated damages due to the State from the Consultant hereunder may be deducted from monies due or to become due to Consultant in connection with this Agreement.

**15. Change Orders.** It is understood that the Client may, at any time, by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Consultant except by the express written approval of the Client. The Consultant shall be obligated to perform all changes requested by the Client which have no price or schedule effect.

**15.1** The Consultant shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the Client nor the Consultant shall be obligated to execute such a change order; if no such change order is executed, the Consultant shall not be obliged or authorized to perform services beyond the scope of the Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

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Executed by Brian Fees 1-18-2018

# Exhibit 1

**15.2** With respect to any change orders issued in accordance with this section, the Consultant shall be compensated for work performed under a change order according to the hourly change order rate specified which is incorporated herein in Exhibit G. If there is a service that is not defined in the change order rate, the Consultant and the Client will negotiate the rate. The Consultant shall invoice the Client and the Client shall pay invoice amounts on the terms set forth in this Agreement.

**15.3** Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate unless otherwise agreed in the change order. The change order will be issued for a total fixed dollar amount which may not be exceeded. The project work plan will be revised as necessary.

**15.4** The Consultant will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

**16. Order of Precedence.** The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- A. This Addendum to Master Services Agreement.
- B. The Agreement signed by all parties, including any mutually agreed upon, amendments and change orders signed by ITS, CLIENT and Consultant;
- C. Any exhibits attached to this Agreement;
- D. Any mutually agreed upon SOWS.

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

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

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Executed by Brian Fees 1-18-2018

# Exhibit 1

State of Mississippi, Department of Information  
Technology Services

By: \_\_\_\_\_

(Signature)

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

Title: Executive Director

Date: \_\_\_\_\_

1/18/18

Sierra-Cedar, Inc.

By: \_\_\_\_\_

(Signature)

Printed Name: Brian E. Fees

Title: EVP/Corporate Officer

Date: \_\_\_\_\_

January 18, 2018

Page 6 of 6

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Executed by Brian Fees 1-18-2018

# Exhibit 1



MSA FILE #: \_\_\_\_\_  
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## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

This Statement of Work ("SOW") is made effective as of January 19, 2018 ("SOW Effective Date") by and between Sierra-Cedar, Inc. ("Sierra-Cedar", "SCI") and Mississippi Department of Information Technology Services on behalf of the University of Mississippi Medical Center ("CLIENT", "UMMC"). This SOW incorporates by reference the Master Services Agreement ("MSA") between the Parties ("Agreement"). All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties under or otherwise modify the Agreement or this SOW.

### 1. General Information:

<b>Sierra-Cedar Account Executive</b>	<b>Name:</b>	Walter Kisner
	<b>Address:</b>	1255 Alderman Drive
	<b>City/State/ZIP</b>	Alpharetta, GA 30005
	<b>Phone:</b>	678-256-2255
	<b>Mobile:</b>	214-738-0759
	<b>E-mail:</b>	Walter.Kisner@sierra-cedar.com
<b>CLIENT Project Director and Project Manager</b>	<b>Name:</b>	Al Faulk
	<b>Address:</b>	350 Woodrow Wilson Drive, Ste. 1601
	<b>City/State/ZIP</b>	Jackson, MS 39213
	<b>Phone:</b>	(601) 951-0878
	<b>E-mail:</b>	afaulk@umc.edu
<b>CLIENT Billing Contact</b>	<b>Name:</b>	Paul Veregge
	<b>Address:</b>	350 Woodrow Wilson Drive, Ste. 1601
	<b>City/State/ZIP</b>	Jackson, MS 39213
	<b>Phone:</b>	(601) 984-1010
	<b>E-mail:</b>	Paul.veregge@umc.edu
<b>CLIENT Site at which Services are to be performed<sup>1</sup></b>	<b>Name:</b>	University of Mississippi Medical Center
	<b>City/State/ZIP</b>	350 Woodrow Wilson Drive, Ste. 1601 Jackson, MS 39213

<sup>1</sup> Services may be performed at additional sites as may be mutually agreed upon by the Parties.

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MSA FILE #: \_\_\_\_\_  
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## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

### 2. Services to Be Provided:

2.1 SCI and UMMC will collaborate, each performing assigned/required tasks and activities, to deploy the Workday business applications into the UMMC operational environment, as further outlined in this section. The scope, services, methodology, timeline, team performance expectations and functional planning assumptions are outlined in subsequent sections of this document. SCI will provide consulting services, as described in this SOW, to assist the UMMC project team with deploying the Workday business applications identified in Section 2.2. The consulting services will include:

2.1.1 **Project Engagement Management:** SCI will collaborate with Client's project manager to lead the project according to the most current Workday methodology. SCI will prepare the project schedule and report project status semi-monthly to the Client's Executive Team, SCI's Executive Team, and Workday's PMO. The details and timing of status reporting will be included in a communications plan developed by the parties. Working with the Client Project Manager, SCI will also coordinate the scheduling of SCI resources and Workday's Delivery Assurance reviews.

2.1.2 **Functional Solution Design & Configuration Support** for in-scope business areas.

2.1.3 **Functional Consulting Support** for:

2.1.3.1 **Functionality** in the business areas considered in scope (as defined in Section 2.2).

2.1.3.2 **NOTE:** The final scope of functionality for the initial deployment will be confirmed at the end of the Architect Stage for each of the major project Workstreams (HCM/Payroll, Financials/Supply Chain and Student) and documented in a Scope Confirmation Document.

2.1.4 **Technical Consulting Support** as follows:

2.1.4.1 **Data Conversion and the Tenant Build Process:** SCI will be responsible for loading data into Workday. Client will be responsible for extracting, mapping and transforming legacy data, and creating a single source file for SCI to use to load data appropriately. Client will also be responsible for validation of the migrated data with each tenant build.

2.1.4.2 **Integrations Assistance:** SCI will assist Client with Design, Development, and Testing of Integrations between Workday and other institutional or external systems. SCI will be responsible for configuration of Cloud-Connect integrations (a/k/a Packaged or Delivered Integrations). With remaining estimated integrations support hours, SCI will assist Client staff with creating the required integrations inventory and reviewing designs, and coach the Client staff in the development of integrations. Client may ask SCI to develop certain integrations on behalf of the Client, which may result in additional fees.

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Executed in Counterpart by SCI on 1/18/18



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SOW FILE #: \_\_\_\_\_

## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

**2.1.4.3 Reporting & Analytics Support:** Client staff will run and become familiar with delivered Workday reports. SCI functional consultants will suggest select standard reports by area for Client usage. In addition, SCI will assist the Client by preparing and delivering a Reporting and Analytic Workshop or consulting session to help Client staff review and tweak delivered reports and create mandatory custom reports. Client may ask SCI to develop certain additional reports on behalf of the Client, which may result in additional fees.

**2.1.5 Change Management, End-User Training Support:** Upon request by UMMC, Sierra-Cedar consultants will work collaboratively with the Client team to develop appropriate Change Management, End-User Training & Testing Strategies and plans. Sierra-Cedar will use available tracking tools and templates to support these activities and work with Client staff to utilize any client-provided training and testing tools to support the efforts. SCI will help Client staff to execute the required change management, end-user training and testing activities and tasks, per the resource plans in Exhibit F.

**2.1.6** SCI and Client will work collaboratively as a joint team to deploy the Workday business applications into the Client operating environment. The joint team will follow the current Workday Deployment Methodology described in Exhibit E.

**2.2 Software Scope:** UMMC has elected to deploy the Workday suite of applications, as follows:

Products and Functionality Planned for Initial Deployment	Out of Scope Products and Functionality These items are not included in the deployment estimate provided in this SOW
<p><b>Human Capital Management &amp; Payroll:</b></p> <ul style="list-style-type: none"> <li>• Core HCM</li> <li>• Compensation Management</li> <li>• Talent Management</li> <li>• Benefits Management (Client responsible for Open Enrollment process)</li> <li>• Absence Management</li> <li>• Academic Information</li> <li>• US Payroll &amp; Effort Reporting</li> <li>• HCM Recruiting</li> </ul> <p><b>Financial Management &amp; Supply Chain:</b></p> <ul style="list-style-type: none"> <li>• Core Financials &amp; Financial Data Model</li> <li>• Cash Management, Banking &amp; Settlement</li> </ul>	<p><b>Human Capital Management &amp; Payroll:</b></p> <ul style="list-style-type: none"> <li>• Time Tracking</li> <li>• Workday Learning</li> <li>• Non-US Payroll</li> <li>• Advanced Compensation (For deployment after the initial go-live &amp; according to appropriate processing cycle)</li> </ul> <p><b>Performance Management</b></p> <p><b>Financial Management:</b></p> <ul style="list-style-type: none"> <li>• Independent Entity Accounting</li> <li>• Multi-Book Accounting</li> <li>• Projects: Budgeting, Billing and Project Management</li> <li>• Workday Planning</li> </ul> <p><b>Student</b></p>

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 SOW FILE #: \_\_\_\_\_

## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

Products and Functionality Planned for Initial Deployment	Out of Scope Products and Functionality These items are not included in the deployment estimate provided in this SOW
<ul style="list-style-type: none"> <li>• Procurement &amp; Spend Management</li> <li>• Inventory</li> <li>• Business Assets</li> <li>• Revenue Management</li> <li>• Endowment and Gift Processing</li> <li>• Expenses (Travel Management - May deploy with HCM)</li> <li>• Basic Project Accounting (Use of Project Worktag and Accounting for Capital Projects)</li> <li>• Grants Management Post Award Functionality</li> <li>• Delivered Reporting and Analytics</li> </ul>	<p>Hold for future deployment:</p> <ul style="list-style-type: none"> <li>• Academic Foundation &amp; Student Engagement</li> <li>• Student Recruiting</li> <li>• Admissions &amp; Application</li> <li>• Curriculum Management</li> <li>• Student Records</li> <li>• Academic Advising</li> <li>• Financial Aid</li> <li>• Student Financial Management</li> </ul> <p>Other Workday Student roadmap items not listed as in-scope</p> <p>Reporting and Analytics</p> <ul style="list-style-type: none"> <li>• Prism</li> </ul> <p>Other Workday Products which may become available during the projects</p>

**2.3 UMMC will deploy the in-scope Workday products referenced in Section 2.2 across the critical divisions of Instruction, Research and Clinical in a single tenant environment. Other independent entities, such as a Development Foundation, are excluded from the scope of services being provided under this SOW.**

**2.4 Workstreams & Timelines: The project will be deployed by product workstream, according to the most recent Workday Implementation Methodology (Exhibit E), as follows:**

**2.4.1 HCM/Payroll Deployment: Estimated January 2018 – January 2019. This Workstream includes the planned activities that SCI and UMMC will perform together to introduce the critical functionality required for go-live available in Workday HCM and Payroll business applications into the UMMC operational environment, as further described in this SOW.**

**2.4.2 Financials/Grants & Supply Chain Deployment: January 2018 – July 2019. This Workstream includes the planned activities that SCI and UMMC will perform together to introduce the critical functionality required for go-live available in Workday Financials, Grants & Supply Chain business applications into the UMMC operational environment, as further described in this SOW.**

**2.4.3 Workday Student: July 2019 – December 2021. This Workstream includes the planned activities that SCI and UMMC will perform together to introduce the critical**

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MSA FILE #: \_\_\_\_\_  
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## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

functionality required for go-live available in Workday Student business application, including Academic Foundation, Curriculum, Recruiting & Admissions, Student Records & Advising, Financial Aid and Student Financials, into the UMMC operational environment, as further described in this SOW.

- 2.4.4 Additional Workday Product Deployment: UMMC may have the ability to subscribe to Projects, Planning, PRISM Analytics Learning. The deployment and introduction of these products will be scheduled during the Plan Stage of the project and will be scoped and timed to support the business process needs of each area. If UMMC elects to deploy products not listed in Section 2.2 as being in scope, a change order will be required.
- 2.5 The estimates set forth in Exhibit F of this Statement of Work are based upon the information provided by UMMC to date, as well as additional discussions with the UMMC staff and leadership throughout to date, and are not guaranteed. Workday updates delivered during the course of the project will be evaluated by UMMC and SCI for benefit, effort, and cost. Only items considered mandatory to meet regulatory compliance will be automatically included within the scope of the initial go-live for each workstream. Other new functionality will need to be escalated through the project change control and/or governance process for approval. Functionality approved for deployment will be included in the project and may require additional fees and/or be reflected in an appropriate change order process. The joint project team will deploy/introduce Workday delivered business processes as the starting point for UMMC business process reviews and design sessions. The intention is for UMMC to develop standardized business processes to be used across all entities involved in the deployment.
- 2.6 Unless otherwise specified in this agreement or arranged with the assigned consultants, a standard workweek consists of a forty-hour Work-week, typically delivered Monday through Thursday, when travel to client site is necessary.
- 2.7 SCI shall prepare a monthly report on project status and participate in monthly project status meetings. This report will also show the effort expended to date and as a percentage of the total planned effort and the percentage of tasks completed per the project plan, in addition to other items of interest, as may be agreed among the project management team members.
- 2.8 Upon the conclusion of the Plan Stage and the Architect Stage activities for each workstream, SCI and UMMC will meet to confirm the project schedule, scope, and work together to adjust the resource plans of the parties, accordingly.
3. **Planned Consultant Resources:**  
3.1 The Consulting Resource plans are included in Exhibit F
4. **Additional CLIENT Obligations:**  
4.1 CLIENT shall be responsible for the overall project management, the Client's technical infrastructure, and support during the implementation including, without limitation, knowledge and experience of the Client's operating environments and databases. CLIENT

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## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

shall be responsible for the Client's technical architecture design, deployment, performance tuning and operations to support the Software including, without limitation, server hardware, database platform, operational procedures, and networking in accordance with Workday hardware and software requirements.

- 4.2 CLIENT will dedicate project team members who shall perform the roles and responsibilities substantially similar to those set forth in the attached Exhibit D.
  - 4.3 CLIENT shall provide input, review, and participation during performance of the Services, including, without limitation, requirements gathering, design, working sessions, and day-to-day engagement tasks. CLIENT shall ensure that its employees make time available, and provide Sierra-Cedar personnel access to key users and technical personnel within CLIENT's organization as it relates to the performance of Services.
  - 4.4 CLIENT's participation in Sierra-Cedar's performance of Services shall be at the levels set forth in the attached Exhibit D. In the event of any significant deviations from the planned project structure, timeline, or scope, including UMMC's participation levels as set forth in the attached Exhibit D and Sierra-Cedar's participation levels set forth in the attached Exhibit F, UMMC and Sierra-Cedar will negotiate a proportionate adjustment to the project estimate, timeline and/or project scope, which shall be documented in a mutually executed written Change Order.
  - 4.5 CLIENT shall review and comment on draft materials prior to general publication in a timely manner.
  - 4.6 CLIENT shall be responsible for establishing and following such project change control procedures as it deems appropriate for this engagement. Sierra-Cedar shall be entitled to rely on any written change order given to it by CLIENT, regardless of the form of such change order. Although their use is not required for a CLIENT change order to be effective, examples of change order documents are attached as Exhibit C.
  - 4.7 CLIENT shall pay for the Services in the manner and within the amount of time agreed to by the Parties.
  - 4.8 CLIENT will contract with and pay Workday directly for other required services, such as:
    - Workday Product Training and Education
    - Workday Delivery Assurance Services
    - Workday Customer Success Services
    - Any required Workday services related to new products that are not specifically identified in the SOW.
5. **Fee Structure:**
- 5.1 Provided CLIENT fulfills the CLIENT Obligations outlined herein, Sierra-Cedar shall provide CLIENT with the advice and consultation services outlined herein on a time and expense basis with an onsite rate which is inclusive of all travel and living expenses and a lower

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# Exhibit 1



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## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

offsite/remote rate. Sierra-Cedar will be responsible to absorb all travel and living expenses within the onsite rate and such costs will not be billed separately to CLIENT.

- 5.2 Sierra-Cedar shall send twice monthly invoices to CLIENT. Payment of any invoice sent by Sierra-Cedar shall be processed as outlined in the Agreement.
- 5.3 Sierra-Cedar does not accept payment by credit card or purchasing card. Payments will be made via ACH or check.
- 5.4 Sierra-Cedar shall not be required to submit information such as additional time sheets or invoices to any third-party agency, such as a vendor manager or payment manager.
- 5.5 The hourly rates associated with this SOW are:

CONTINUED - SEE TABLES ON FOLLOWING PAGE

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# Exhibit 1



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## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

SCI Professional Service Rates for Onsite Services	HCM/Financials Hourly Rates (USD)* Valid Through 06/30/2020	Student Hourly Rates (USD)* Valid Through 11/30/2021
Sr. Functional & Technical Project Advisor (Upon Request)	\$246	\$291
Solution Architects – Technical & Functional	\$246	\$291
Engagement Management Team	\$221	\$236
Technical Coordinator	\$216	\$216
Functional Business Area Consultants	\$221	\$236
Data Migration Team	\$221	\$226
Integrations and BIRT Developers	\$221	\$226
Reporting & Analytics Consultants	\$221	\$236
Workday Student Product Advisory Services (Under Subcontract to SCI)	If required	\$316
Workday Planning Consultants	\$221 (Workday Product Advisory, if needed and separately negotiated)	\$236
Workday Inventory Consultants	\$221	\$236
Change Management & End User Training Support	\$221	\$226
Testing Support	\$221	\$236
Application Security Support	\$221	\$236
Additional Functional / Technical Support (unspecified)	\$221	\$236
PRISM Deployment Consultants	\$221	\$236
Business Process Alignment Team (aka Readiness Consultants)	\$246	\$266
Footnote: These rates are valid through the fiscal year indicated above. Beginning 7/01/2020 for the HCM/FIN and 12/01/21 for the Student, the indicated rates will increase in accordance with the Consumer Price Index (CPI) as measured from the immediately prior year.		

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# Exhibit 1



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## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

SCI Professional Service Rates for Offsite/Remote Services	HCM/Financials Hourly Rates (USD)* Valid Through 06/30/2020	Student Hourly Rates (USD)* Valid Through 11/30/2021
Sr. Functional & Technical Project Advisors (Upon Request)	\$205	\$250
Solution Architects – Technical & Functional	\$205	\$250
Engagement Management Team	\$180	\$195
Technical Coordinator	\$175	\$175
Functional Business Area Consultants	\$180	\$195
Data Migration Team	\$180	\$185
Integrations and BIRT Developers	\$180	\$185
Reporting & Analytics Consultants	\$180	\$195
Workday Student Product Advisory Services (Under Subcontract to SCI)	If required	\$275
Workday Planning Consultants	\$180 (Workday Product Advisory, if needed and separately negotiated)	\$195
Workday Inventory Consultants	\$180	\$195
Change Management & End User Training Support	\$180	\$185
Testing Support	\$180	\$195
Application Security Support	\$180	\$195
Additional Functional / Technical Support (unspecified)	\$180	\$195
PRISM Deployment Consultants	\$180	\$195
Business Process Alignment Team (aka Readiness Consultants)	\$205	\$225
Footnote: These rates are valid through the fiscal year indicated above. Beginning 7/01/2020 for the HCM/FIN and 12/01/21 for the Student, the indicated rates will increase in accordance with the Consumer Price Index (CPI) as measured from the immediately prior year.		

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## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

- 5.6 The estimate for Services set forth in Exhibit F was developed based upon the assumption that any feature or functionality not explicitly identified in Section 2.2 as being in scope for this SOW is considered out of scope for the initial deployment. UMMC may request to expand the functional scope during the course of the engagement. SCI and UMMC will determine the project impact and create a change order to accurately reflect the scope change. In the event, the scope change may increase SCI's effort and fees, the proposed change order will be required to go through UMMC's desired project governance process and approved in writing by both parties.
- 5.7 The resource plan/project consulting estimate (Exhibit F) to complete the scope of work defined herein is based upon a planned on-site percentages as shown. Typically, more on-site time is required early in the project and toward go live.
- 5.8 Client has established a budget of \$14,295,098.00 for the services, including expenses, being provided by Sierra-Cedar pursuant to this SOW. Any services to Client that would result in Client being invoiced amounts in excess of \$14,295,098.00 must be the subject of a mutually-executed Change Order that specifies the additional services to be provided and applicable compensation.
6. Schedules, Exhibits and Attachments: These terms are used interchangeably and refer to the following referenced documents. This SOW specifically excludes any document not referenced herein.

Reference	Description
A.	Intentionally Deleted
B.	Sierra-Cedar Time Billing, Labor and Rate Policy
C.	Sierra-Cedar Sample Change Order Form
D.	UMMC Core Project Team
E.	Implementation Methodology
F.	SCI Consulting Resource Plan & Cost Estimate
G.	Change Order Rate Table

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# Exhibit 1



MSA FILE #: \_\_\_\_\_  
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## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT

7. **Expiration of Offer:** The offer set forth in this SOW and in the Agreement is valid only through January 31, 2018, and in the event such documents are not executed by such date, the offer is rescinded, and all terms are null and void.

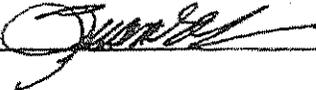
The authorized representatives of the parties have signed this Statement of Work.

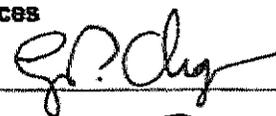
**SIERRA-CEDAR, INC.**

**MISSISSIPPI INFORMATION  
TECHNOLOGY SERVICES**

Sierra-Cedar, Inc.

Mississippi Information Technology  
Services

By: 

By: 

Name: Brian E. Fees

Name: Craig P. Orgeron

Title: EVP/Corporate Officer

Title: Executive Director

Date: January 18, 2018

Date: 1/19/18

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# Exhibit 1



EXHIBIT A

INTENTIONALLY OMITTED

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## EXHIBIT B

### BILLABLE TIME POLICY

The following are Sierra-Cedar's policies with respect to consultant time billable to CLIENT:

#### Hours Worked:

Consulting support is billed on a time and material basis, based on the actual hours worked on CLIENT matters, whether performed onsite or offsite. CLIENT matters exclude time devoted to submission of time and expense reports and similar internal administrative functions.

Consultants maintain a daily timesheet of all hours worked with a brief designation of the nature of work performed for that day. Hours are logged to the nearest quarter of an hour.

For ad hoc consulting engagements, in which a consultant is brought in for a one or two day assignment, a minimum of eight (8) hours per day will be charged unless prior arrangements have been made for part time work.

#### International Travel:

No international travel will be required under this SOW.

#### Lunch Time:

CLIENT will not be billed for consultants' lunch time, unless work or business is conducted during that time.

### SIERRA-CEDAR STANDARD RATES & PAYMENT

Payment of any invoice sent by Sierra-Cedar shall be processed as outlined in the MSA. Invoices shall issue twice monthly. Remittance shall be made to the address designated on the invoice or to the following lockbox address:

Sierra-Cedar, Inc.  
PO Box 402521  
Atlanta, GA 30384-2521

Standard Hourly Rates change periodically based upon market conditions and other factors as determined by Sierra-Cedar. Sierra-Cedar services shall be invoiced at the rates specified pursuant to a given SOW. If a SOW does not specify negotiated rates, the Standard Hourly Rate then in effect will be used. Sierra-Cedar agrees to provide a minimum of thirty days notice to CLIENT of any change in the Standard Hourly Rate applicable to a CLIENT project.

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# Exhibit 1



## EXHIBIT C

### SAMPLE CHANGE ORDER FORM

C:1 SIERRA-CEDAR SIMPLE CHANGE ORDER	
DATE SUBMITTED: ____ / ____ / ____	
MASTER SERVICE AGREEMENT REFERENCE NUMBER:	Sierra-Cedar: _____
STATEMENT OF WORK REFERENCE NUMBER:	Sierra-Cedar: _____
REQUEST SUBMITTED BY:	_____, Sierra-Cedar
CHANGE ORDER NARRATIVE:	
THE PURPOSE OF THIS CHANGE ORDER IS:	
THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:	
ATTACHMENTS, SCHEDULES OR TABLES:	
This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled _____.	
The authorized representatives of the parties have signed this Change Order.	

**SIERRA-CEDAR, INC.**

**UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

Sierra-Cedar, Inc.

University of Mississippi Medical Center

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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# Exhibit 1



## EXHIBIT D

### UMMC Core Project Team and Participation Expectations

UMMC will name participants for each role listed in this Exhibit no later than January 31, 2018.

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## EXHIBIT D

### UMMC Core Project Team and Participation Expectations

<b>Role</b>	<b>Name (Primary &amp; Secondary)</b>	<b>TIME OR EFFORT ESTIMATE</b>
Client Project Sponsor		Up to 10%
Client Program Manager		Up to 80%
Client Project Manager		Up to 100%
Project Administrator		Up to 50%
Change Management/Communications Lead		Up to 100%
End-User Training Specialist		Up to 80% depending upon methodology stage
Functional Area Leads/SMEs:		Up to 50% & 100% during peak periods
HCM		
Benefits		
Compensation		
Time Tracking/Kronos		
Absence Management		
Payroll		
Activity Pay		
Talent Management		
Career Planning		
Succession Planning		
Performance & Goals		
HCM Recruiting		
Onboarding		
Financial Accounting		
Expenses		
Cash Management & Settlement		
Revenue Management – Customer Accounts & Billing		
Endowment & Gift Accounting		
Capital Project Accounting		
Procurement		
Business Assets		
Inventory		
Accounts Payable		

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## EXHIBIT D

### UMMC Core Project Team and Participation Expectations

<b>Role</b>	<b>Name (Primary &amp; Secondary)</b>	<b>TIME OR EFFORT ESTIMATE</b>
<b>Budget &amp; Planning</b>		
<b>Financial Reporting</b>		
<b>Academic Foundation and Student Engagement</b>		
<b>Curriculum</b>		
<b>Recruiting</b>		
<b>Admissions</b>		
<b>Student Records</b>		
<b>Academic Advising</b>		
<b>Financial Aid</b>		
<b>Student Financials</b>		
<b>Technical Area SMEs:</b>		<b>Up to 100% based upon methodology stage</b>
<b>Reporting – Cross Functional – Cross Business Area</b>		
<b>Technical Project Manager/Coordinator</b>		
<b>Application Security &amp; Business Process Administrator(s)</b>		
<b>Testing Manager</b>		
<b>Data Conversion Lead</b>		
<b>Data Conversion Support</b>		
<b>Integrations Lead</b>		
<b>Integrations Developers</b>		
<b>Post Production Support Organization Team</b>		

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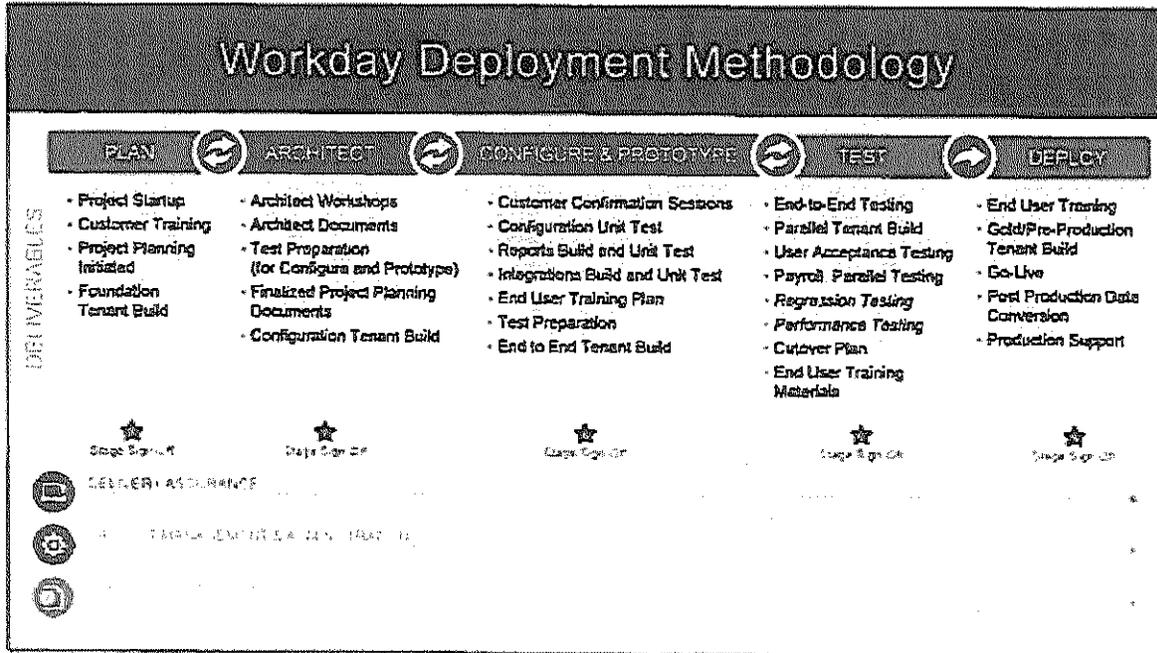
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## EXHIBIT E

### Implementation Methodology and Related Notes

#### Workday Deployment Methodology



### WORKDAY FUNCTIONAL SCOPE PARAMETERS

Upon completion of the Architect phase of each Project Workstream, UMMC and SCI will create a Scope Confirmation Report, which shall outline:

- Key functional scope parameters for each business area
- Prioritize functionality for deployment and
- Document any items that may be planned for deployment after the initial go-live
- Confirm the timeline for application deployment
- Detail Discovery Results: There are several features and functions, which further clarify the scope and planning assumptions for the implementation, which are based upon UMMC responses to detail discovery questionnaires and follow up conversations with SCI consultants, during the planning stage.

These items could impact some of the project planning and resource assumptions included in this SOW. At the conclusion of the Architect Stage, the detail plan and scope will be re-confirmed and adjustments to this SOW, if necessary, will be documented.

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## **Implementation Methodology and Related Notes**

### **Integrations**

The development and deployment of the integrations is a shared responsibility. UMMC will assume responsibility for the design and development of all integrations SCI is providing a bucket of technical integrations support hours for each Workstream to be used as needed by UMMC to provide coaching and mentoring support for the UMMC staff in the design and development of required integrations using the Workday provided tools, as well as performing design and other knowledge transfer activities and/or developing some integrations, upon UMMC request. In addition, SCI will provide assistance to support a comprehensive end to end testing strategy related to the integrations. In the planning stage of the project, SCI and UMMC will jointly determine the appropriate usage of planned support hours.

Workday requires that certified Workday Implementation Partner staff configure all "Cloud-Connect" integrations. As a result, SCI will be responsible for any of the necessary Cloud-Connect integrations and will work with the UMMC technical team to design and develop all required integrations. The joint team will follow an approach, similar to the following:

- During the discovery and design process, an integration consultant will review an integrations inventory provided by UMMC. Sierra-Cedar and UMMC will prioritize the final list of integrations during the Plan and Architect phase and document the plan in the SCI Integration Tracker Tool. This inventory will be analyzed to determine which integration tool(s) would effectively support each integration. In addition, the level complexity for each integration and effort estimates will be noted in the Integrations tracker.
- The Integration Tracker and corresponding information are used to assign responsibility for each integration. As noted above, all Cloud Connect integrations must be completed by a Certified Workday Partner. Therefore, those integrations will be assigned to Sierra-Cedar.
- Typically, SCI assists client teams with their assigned integration projects. SCI may assist with design reviews, design and code walkthroughs, development consultation, and or testing strategies & plans. Typically, this assistance averages about 10% of the Client's overall anticipated development effort.
- Once the Integration Inventory is completed, the Integration Tracker tool will be updated, and the integrations estimates will be revised and included.
- Sierra-Cedar and UMMC will meet together and determine if any Change Order is required, once the final assignments have been made.
- Firewalls and any required SFTP services will be configured correctly by UMMC to make the necessary inbound and outbound calls for the integrations.
- UMMC will be responsible for any third-party communications to complete integrations.
- Use of a Workday Configured Integration assumes that no new development of the interface specification is required.

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## EXHIBIT E

### Implementation Methodology and Related Notes

- Where changes are required for UMMC's integration platform or internal system, UMMC must provide experienced resources and assume responsibility for making such changes. Integration estimates do not include any effort required on UMMC's internal platform or system.
- UMMC will verify the accuracy of the data and provide corrected data in order to complete integration testing prior to go-live.
- Unless otherwise specified in this SOW, any integration development that is not using the Workday delivered toolset is considered out of the scope of Sierra-Cedar services. This includes development of any processes that would be producing data for Workday to consume, development of any processes that would be consuming data from Workday, and any development for a service bus other than the delivered Workday service bus.
- UMMC will be responsible for developing an Integration Test Plan and performing integration testing with guidance from Sierra-Cedar.

## DATA CONVERSION

Sierra-Cedar will lead data workshops to assist UMMC with developing an overall strategy for migrating data; designing a repeatable data migration process, including, data mapping; migrating data; and validating migrated data following each data build, for reasonableness. UMMC intends to utilize a software tool to aggregate data as a centralized data conversion repository. The overall data conversion process is a joint project activity and a shared responsibility between SCI and UMMC. UMMC is responsible for extracting legacy system data, cleaning the data, merging any duplicate records and preparing the standard load files and SCI is responsible for loading the data into Workday.

UMMC staff is responsible for combining any data from multiple sources into a single set of clean data and mapped appropriately for loading into Workday. UMMC is also responsible for validating migrated data with each tenant progression.

SCI and UMMC will follow Workday's historical data migration standards for each major business application.

## REPORTING

SCI will assist UMMC with developing an overall reporting strategy and plan and conduct a Workday Reporting workshop for UMMC reporting resources. SCI's reporting lead will work with UMMC to prioritize and estimate report development for the initial go-live and document the effort in SCI's Reporting Tracker tool. Reporting development and roll out of analytic dashboards is primarily a UMMC responsibility with SCI supporting the UMMC developers, as needed.

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# Exhibit 1



## EXHIBIT E

### Implementation Methodology and Related Notes

The joint team will follow an approach, similar to the following:

- SCI will lead a Reporting Workshop for the UMMC Reporting Team
- SCI and UMMC will develop a report inventory and prioritize them for deployment.
- SCI and UMMC will estimate the effort and assign reports to the reporting team.
- SCI will be available to UMMC staff to develop dashboards and/or reports assigned to the UMMC reporting team.
- UMMC may ask SCI to complete some key reports.

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# Exhibit 1



## EXHIBIT E

### Implementation Methodology and Related Notes

### Deliverables

The following table summarizes the minimum deliverables by phase and the owners and contributors for each deliverable. During the planning stage, the final set of deliverables will be determined. Owners are primarily responsible for completing the deliverable, while contributors are involved in this effort and provide support and review. The list of deliverables includes:

DELIVERABLE BY STAGE	DELIVERABLE DESCRIPTION	UMMC	SIERRA-CEDAR
<b>PLAN</b>			
Project Management Plan	Documents the project workplan and schedule, and includes tasks, milestones, responsibilities, timelines, dependencies, and deliverables for the scope for the planning phase of the implementation project.	Contributor	Owner
Project Charter	Defines the key messages to the Project stakeholders and participants outlining strategic direction, operational vision, timeline and scope of the Project.	Owner	Contributor
Project Kickoff	Introduces team members and executive sponsors. Overview of project goals, review of scope and high-level timeline. Initial Prototype demonstration, identification of project roles and responsibilities.	Owner	Contributor
Change Management Strategy	Defines the overall change enablement strategy to support the deployment of Workday. It defines the sequenced change initiatives needed to prepare and motivate the stakeholders to perform in the target state, such as stakeholder identification and communications, establishing a change network, training and performance support, and organization readiness.	Owner	Reviewer
Communication Plan	Operational instrument used to plan and execute all stakeholder interventions. It describes, in full detail, the who (audiences and owners), what (objectives), and how (interventions) of the Communication and Engagement Approach.	Owner	Reviewer

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## EXHIBIT E

### Implementation Methodology and Related Notes

Weekly Status Reports	Established the planning phase. Quick report of status against tasks, issues, milestones and key dates. The Project Management Team will monitor the Project against this plan. This project management structure will then apply to the next stage of the Project.	Contributor	Owner
Data Conversion Approach	Includes the conversion scope (transaction data and historical data), validation approach, key concepts, conversion methodology, and other considerations. Provides documentation of the employee data that must be captured by location, workforce, and/or employee group and/or financial balances or journal detail and appropriate student record retention, per Workday guidelines.	Owner (UMMC is Responsible for Extracting Data from UMMC Source Systems and Providing a Single Clean Data Load File in Prescribed Format for each Data Load)	Owner (SCI is Responsible for Loading Data Provided by UMMC into Workday for Each Data Load)
Integration Approach	Includes the overall Project approach for identifying, managing and solution integration requirements as they relate to the Workday solution. Includes direction on tool sets.	Owner	Contributor
Foundation Tenant Build	The purpose of Foundation Tenant is to allow the Client to see a subset of their own data in the Workday environment to allow them to start visualizing how the system will look, and potential areas of concern before additional data conversions are executed. Please note that after the initial deployment, the Foundation Tenant for the subsequent Workstreams will begin with a copy of production.	Contributor	Owner
<b>ARCHITECT</b>			
Design Kickoff Document/Deck	PowerPoint Deck used to overview the goals and activities of the Architect Stage.	Owner	Contributor
Design and Development Standards	Document that describes the Design and Development standards to be used in preparation of subsequent deliverables.	Shared	Shared
Business Process & Configuration Design	Determine organizational roles for configuration in the business processes. Documents foundational decisions including items such as Supervisory Organization structure, HCM Staffing Model(s), Employee Types, Core HR Data Values, Compensation items, Financial accounting structure and Academic Foundation.	Contributor	Owner
Integration Inventory and Requirements Document	Integrations Tracker Spreadsheet: Lists each priority integration.	Contributor	Owner

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## EXHIBIT E

### Implementation Methodology and Related Notes

Integration Design Documents	Each integration is defined and integration requirements including data mapping, functional requirements, and process flows for packaged and custom integrations are documents.	Shared	Shared
Workday Configuration Tenant Build	Configuration Tenant – Full data will be executed to convert data to prepare a Workday tenant for end-to-end testing. CLIENT is responsible for validating its accuracy.	Contributor	Owner
<b>CONFIGURE AND PROTOTYPE</b>			
Tenant Management Plan	Identifies the tenant management strategy and approach for managing each tenant.	Contributor	Owner
Conversion Data Extract process and data validation	Create standard data repository to be used as the single source for loading data into Workday. This includes extracting data from multiple sources, merging & purging records, cleaning merged data to prepare clean data to support the load to Workday. Prepare and conduct data validation with each data migration.	Owner	Contributor
Load Conversion Data	Using standard Workday workbooks, load the data into the Workday tenant with each data migration.	Contributor	Owner
Business Process Review Summary	Playback sessions with key Stakeholders are conducted. Business process is approved and documented.	Contributor	Owner
Integrations Development	Integrations developed and unit-tested for HCM/Payroll.	Shared, Primary	Shared
Training Needs Assessment	An assessment is conducted to document specific training needs for each audience type. The training needs assessment gathers information required for developing an appropriate training plan, based upon the learning needs of participants, user populations for each role and divisional/geographic distribution of each population.	Owner	Contributor
Training Strategy	A document that defines the tools and techniques that will be utilized to support the end user training curriculum and on-going onboarding support of new hires.	Owner	Contributor
Training Curriculum	This is listing of required electronic and/or instructor led courses that are required for each user-specific role.	Owner	Contributor
Change Management Impact Analysis	An Organizational Process Design Impact Assessment / Impact Analysis is performed. Change Management and End User Training Leads	Owner	Contributor

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## EXHIBIT E

### Implementation Methodology and Related Notes

	identify specific roles and responsibilities and the impact upon each cohort group or in the Client organization related to each end-to-end business process and specify required characteristics of the organization that will operationally sustain the Workday system.		
End to End Testing Tenant Build	End to End Testing Tenant – Full data and configuration to support the desired business processes will be established related to each Workstram. This tenant will be used for System Testing (End to End Business Process Testing) of all critical processes in preparation for go-live. CLIENT is responsible for validating its accuracy.	Contributor	Owner
<b>Test</b>			
Test Strategy, Plan, and Test Cases	Test strategy will define testing, purposes, responsibilities, guidelines, and other information specific to each round of testing. Define all test scenarios to be validated during testing. Sierra-Cedar will provide CLIENT with example test scenarios from Workday as a starting point and facilitate the completion of these by CLIENT.	Owner	Contributor
Parallel Testing Tenant Provisioned	Parallel Testing Tenant – Tenant will be provisioned for converting all employee / payroll / human resources data to prepare a Workday tenant for parallel payroll testing. CLIENT is responsible for validating its accuracy.	Contributor	Owner
Integrations Test Plan and Testing	Test strategy will define testing, purposes, responsibilities, guidelines, and other information specific to each round of testing specific to each integration and communications and scheduling with any external parties or systems. Define all test scenarios to be validated during testing.	Owner	Contributor
System Testing	Completed test cycle to validate the flow of end-to-end processes between multiple functions and third-party integrations. Support from Sierra-Cedar will include answering questions on how transactions are processed as well as troubleshooting and correcting issues found.	Owner	Contributor
User Acceptance Testing / Parallel for Payroll	Completed payroll parallel testing for 1 practice parallel run and 2 parallel testing cycles with agreed upon error %. Support from Sierra-Cedar will include answering questions on how transactions are processed and troubleshooting and correcting issues found.	Owner	Contributor

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## EXHIBIT E

### Implementation Methodology and Related Notes

Training Materials	Prepare materials related to the curriculum of various	Owner	Contributor
Training Delivery	Curriculum of end-user training sessions completed and user accounts enabled.	Owner	Contributor
<b>DEPLOY</b>			
Cutover/Transition Plan	Plan for cutover to Workday. Used to track completion of activities and overall status of the cutover.	Contributor	Owner
Production Configuration – GOLD Tenant	All configuration and data migrations for HCM/Payroll, Financials or Student are completed based on confirmation of the Test stage results. (Gold tenant). Validated by CLIENT.	Contributor	Owner
Production Support Plan	Document that describes roles, responsibilities and business process for post-production support. Sierra-Cedar meets with Workday to transfer CLIENT's deployments to the Workday Production Support Team for HCM/Payroll. This call will take place with Workday Customer & Services Operations to be completed no more than two weeks past go live.	Owner	Contributor
<p><b>Definitions:</b></p> <ul style="list-style-type: none"> <li>• The Owner of a deliverable is defined as the individual(s) who is/are primarily responsible for organizing, defining and creating the deliverable.</li> <li>• A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable.</li> <li>• A Reviewer of a deliverable is defined as the individual(s) who may be asked to review and offer comments, observations and/or suggestions prior to finalizing a deliverable.</li> <li>• Within a Shared Deliverable the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction.</li> </ul>			

## Knowledge Transfer Process

A Knowledge Transfer (KT) plan is developed to outline the knowledge transfer requirements for each UMMC participant in the project. This plan is designed to guide KT from deployment consultants to UMMC counterparts. It establishes a minimum set of measurable tasks and deliverables that must be performed and delivered such that project team members consistently acquire content they will need to ultimately support the system upon go-live.

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## EXHIBIT E

### Implementation Methodology and Related Notes

At each stage in the deployment process, specific KT activities will be defined and executed according to the project schedule. During the final testing stage, a formal review of the KT materials will be summarized and conducted with the UMMC team.

All of the finalized deliverables identified in the table above would be delivered to UMMC in a mutually-agreed electronic format. Among the deliverables, UMMC and SCI will agree to and memorialize a list of key skills and abilities needed to perform the ongoing duties and responsibilities, and SCI will assist UMMC to assess personnel identified by UMMC per these standards.

### UMMC Roles and Responsibilities

In Table 1, we list each of the different roles to be filled by UMMC personnel, along with a brief summary of their respective responsibilities. The planned SCI resources, roles and responsibilities are included in Table 2.

TABLE 1: CLIENT ROLES AND RESPONSIBILITIES

PROJECT COMPONENT	CLIENT RESOURCES	ROLE DESCRIPTION
Leadership & Executive Support	Executive Sponsor Team (2-3 People)	Executive providing strategic vision and objectives, chairing the Steering Team, and resolving escalated issues.
	Steering Team (5-8 People)	Senior leadership team setting objectives and resolving escalated issues.
Project Management	Program Manager (1 Person)	Oversees this major project as a liaison to the Executive Sponsor and Steering Team. Manages business relationship with Sierra-Cedar and provides guidance to UMMC project managers. Helps resolve issues that are escalated beyond the project manager.
	Project Manager (1 Person per Workstream)	Project Management Specialist with day-to-day responsibility for managing the UMMC project team and deliverables according to the project work plan.
	Project Administrator/Deputy PM (1 Person)	This Project Management Specialist would be responsible for coordination of project tasks and activities across the three divisional entities and technical activities related to the UMMC assignments.

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## EXHIBIT E

### Implementation Methodology and Related Notes

PROJECT COMPONENT	CLIENT RESOURCES	ROLE DESCRIPTION
Functional Area Leads	1 Functional Area Lead by Workstream (Primary + Secondary)	Lead team of SMEs in reviewing current processes, redesigning processes to align with Workday, help configure business processes in Workday, design and oversee all testing and validation activities, and lead end-user training.
Technical Roles	Data Migration - HCM (2-3 People)	Senior level technical data architect/developers who oversees the extraction, mapping and data cleansing activities from source systems.
	Integrations Solution Architect/Sr. Integrator (1 Person)	Senior level technical architect/developer who oversees the design and development of integrations and mentors UMMC technical integration team.
	Integration Developers (Several People)	Design and develop integrations.
	Reporting and Analytics Lead (Primary + Secondary) Per Workstream	Design and develop reports and dashboards.
Additional Roles	Change Management Lead (1 Person)	Prepare and oversee execution of Change Management Plan, including organizational change and communications.
	End User Training Lead (1 Person Minimum)	Prepare and oversee execution of End User Training Plan.
	Testing Lead (Primary + Secondary)	Facilitates development of Testing Plan and supervises testing and tracking of test results.
	Security Lead (Primary + Secondary)	Leads the functional leads in designing and configuring security.

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## EXHIBIT E

### Implementation Methodology and Related Notes

### Sierra-Cedar Roles and Responsibilities

In **Table 2: Consultant Roles and Responsibilities**, we list each of the different roles to be filled by Sierra-Cedar. An example of SCI Team structure and effort estimate by role is included in Exhibit F.

**TABLE 2: CONSULTANT ROLES AND RESPONSIBILITIES**

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
<b>LEADERSHIP &amp; MANAGEMENT</b>		See Resource Plan for Anticipated Time Allocations
<b>Executive Sponsor(s)</b>	<ul style="list-style-type: none"> <li>▪ Responsible for being the point of contact representing Sierra-Cedar management team</li> <li>▪ Works with the Project Manager on escalated issues to mitigate impact on the project timeline</li> <li>▪ Participates in regularly scheduled Steering Committee meetings</li> <li>▪ Maintains an ongoing relationship with the customer's executive contacts</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1-2 people – As needed</li> </ul>
<b>Senior Engagement Manager</b>	<ul style="list-style-type: none"> <li>▪ Assists with resource allocation decisions</li> <li>▪ Oversees consulting resource assignments and progress</li> <li>▪ Monitors program progress</li> <li>▪ Helps to address any customer issues or concerns about consulting resources or timelines</li> <li>▪ Assists with addressing additional consulting needs resulting from changes to project scope</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1 person – up to 10% - 20%</li> </ul>
<b>Engagement Manager</b>	<ul style="list-style-type: none"> <li>▪ Responsible for working with the CLIENT Project Manager to manage the overall project to completion</li> <li>▪ Monitors compliance with Sierra-Cedar standards and Workday defined project management procedures and templates via Sierra-Cedar project reviews and Workday Delivery Assurance reviews</li> <li>▪ Develops, manages, and maintains the project plan</li> <li>▪ Manage and report on project budget</li> <li>▪ Manages the project issues, risks and key decision log</li> <li>▪ Sets priorities and evaluates milestones</li> <li>▪ Assigns responsibilities</li> <li>▪ Provides project health reports to Client and Sierra-Cedar Sponsors and Workday at agreed to intervals</li> <li>▪ Prepare regular Steering Committee meeting materials, document and follow up on any resulting action items. Escalates established issues to the Steering Committee</li> <li>▪ Participates in internal review meetings, which help to validate that the project is meeting deadlines and mitigating risk.</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1 person at up to 100%</li> </ul>

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## EXHIBIT E

### Implementation Methodology and Related Notes

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> <li>Interacts with Workday Delivery Assurance, Product Strategy and Development</li> <li>Prepares for and participates in Sierra-Cedar project governance review</li> </ul>	
<b>Technical Coordinator / Manager</b>	<ul style="list-style-type: none"> <li>Coordinates technical and testing activities to help the team meet project milestones and deadlines.</li> <li>Coordinates activities of the technical team related to data conversion, integrations, and reporting.</li> <li>Provides tools, templates, and resources to support testing.</li> <li>Supports testing and communications with 3<sup>rd</sup> party integrations</li> </ul>	<ul style="list-style-type: none"> <li>1 person</li> </ul>
<b>Functional</b>		
<b>Solution Architects</b>	<ul style="list-style-type: none"> <li>Assists with Pre-Planning stage LEF/Workbook reviews and FDM Workshops, Cross Functional Touchpoints and other process and analysis activities</li> <li>Assists with design workshop preparation during the Architect stage and guiding business process design from a cross-functional perspective, working with the Functional Consultants</li> <li>Assists the Functional Consultants with problematic business process configuration around unique requirements.</li> <li>Provides a framework for explaining the impact of key design decisions</li> <li>Articulates the impact of the Workday Roadmap to client requirements</li> </ul>	<ul style="list-style-type: none"> <li>May be Multiple Consultants</li> </ul>
<b>Functional Consultants</b>	<ul style="list-style-type: none"> <li>Responsible for leading workshops during the Architect stage and validating business processes are designed from a cross-functional perspective</li> <li>Articulates the impact of the Workday Roadmap to CLIENT's stated requirements</li> <li>Completes knowledge sharing plan with CLIENT counterpart</li> <li>Prepares for and participates in Sierra-Cedar project governance review</li> <li>Responsible for working with CLIENT to design business processes</li> <li>Supports CLIENT in gathering of functional and reporting requirements</li> <li>Supports CLIENT with data mapping from legacy system to Workday</li> <li>Document functional requirements for integrations</li> <li>Configures Workday according to CLIENT's stated requirements</li> <li>Completes issue and/or blocker documentation as necessary</li> <li>Supports testing, data migration, and integration development efforts</li> </ul>	<p>Example Roles (dependent on scope):</p> <ul style="list-style-type: none"> <li>HCM / Compensation</li> <li>Benefits</li> <li>Payroll</li> <li>Time Tracking to Support Kronos Integration as needed</li> <li>Absence Management</li> <li>HCM Recruiting</li> <li>Financials &amp; FDM</li> <li>Banking &amp; Settlement</li> <li>Business Assets</li> <li>Customer Accounts &amp; Grants</li> <li>Procurement, Suppliers</li> <li>Inventory</li> <li>Expenses</li> <li>Planning</li> </ul>

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## EXHIBIT E

### Implementation Methodology and Related Notes

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> <li>▪ Escalates issues that may impact the go-live date to the Project Manager</li> <li>▪ Prepares for and participates in Workday Delivery Assurance reviews</li> </ul>	<ul style="list-style-type: none"> <li>▪ Student Engagement &amp; Academic Foundation</li> <li>▪ Curriculum</li> <li>▪ Recruiting &amp; Admissions</li> <li>▪ Student Records</li> <li>▪ Student Finance</li> <li>▪ Financial Aid</li> <li>▪ Academic Advising</li> </ul>
<b>Technical</b>		
<b>Integration Architect &amp; Consultant(s)</b>	<ul style="list-style-type: none"> <li>▪ The Integration Consultant is responsible for the overall strategy and design of assigned Workday Integrations</li> <li>▪ Plan, lead and facilitate integration workshop, during the Plan and Architect stages</li> <li>▪ Develop high-level integration strategy and design</li> <li>▪ Provide a CLIENT Integration Tracker to manage the integrations and high level milestones to the Project Manager for the Project Work Plan</li> <li>▪ Communicate design standards to CLIENT developers to provide consistency across integrations</li> <li>▪ Responsible for leading integration workshop(s)</li> <li>▪ Plans, leads and facilitates integration workshop(s) during the early stages of the project</li> <li>▪ Support the design, configuration and testing of Workday Integrations in scope for the deployment</li> <li>▪ Document design decisions for integrations assigned to Sierra-Cedar</li> <li>▪ Develop and unit test Workday integrations assigned to Sierra-Cedar</li> <li>▪ Support CLIENT with the development and testing of integrations assigned to CLIENT</li> <li>▪ Work with CLIENT team to resolve issues</li> <li>▪ Completes knowledge sharing plan with CLIENT counterpart</li> <li>▪ Prepares for and participates in Workday Delivery Assurance reviews</li> <li>▪ Prepares for and participates in Sierra-Cedar project governance review</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1 person</li> <li>▪ 1 person</li> </ul>
<b>Data Migration Team</b>	<ul style="list-style-type: none"> <li>▪ Responsible for delivering data workshop sessions with the CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants before each build</li> <li>▪ Responsible for completing a lessons learned session with the CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants after each build</li> <li>▪ Responsible for building EIBs or iLoads for data migration for each build</li> <li>▪ Responsible for loading customer data into Workday</li> </ul>	<ul style="list-style-type: none"> <li>▪ 1-2 people</li> </ul>

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## EXHIBIT E

### Implementation Methodology and Related Notes

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> <li>Resolves data related issues during migrations with support from CLIENT data lead, CLIENT functional leads, and Sierra-Cedar functional consultants</li> </ul>	
Reporting Team	<ul style="list-style-type: none"> <li>The Consultant is responsible for the overall reporting strategy development</li> <li>Plan, lead and facilitate reporting workshop, during the Plan and Architect stages</li> <li>Responsible for leading subsequent reporting workshop(s) and labs.</li> <li>Documents design decisions for reports assigned to Sierra-Cedar</li> <li>Develop and unit test Workday reports assigned to Sierra-Cedar</li> <li>Support CLIENT with the development and testing of reports assigned to CLIENT</li> <li>Work with CLIENT team to resolve issues</li> </ul>	<ul style="list-style-type: none"> <li>2 People (Delivered Reporting and PRISM Specialist)</li> </ul>

### Planning Assumptions

#### General:

- SCI will leverage the delivered Workday business processes and support the introduction of initial data into UMMC's initial Foundation Tenant. The SCI team will utilize work products from the UMMC pre-planning Workstream and additional detail discovery from the Plan stage to inform the business process design sessions in the Architect stage.
- Begin-to-End Business Processes will be evaluated and adjusted as appropriate to effectively utilize the Workday-delivered business processes, available functionality, and configuration options. The goal is to establish a single standard business process across all UMMC divisions. Business process changes or alternate business processes that may significantly increase SCI effort, impact the project go-live and or increase UMMC support costs will be presented for approval through UMMC's project governance procedures. SCI will provide advice, guidance, and information based on its experience with other implementations about leading practice for such project governance procedures.
- Any temporary integrations with external systems will be evaluated for need and cost justification.
- Prompt decision-making and problem resolution by UMMC will be required to complete the project on time and within budget and meet Institutional expectations. SCI and UMMC will work together to define appropriate resolution timeframes.

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## **Implementation Methodology and Related Notes**

- UMMC and SCI will work together to identify timelines for decision making and will devise a governance and decision structure that will enable rapid decisions related to process standardization.
- English will be the only language used for the implementation, communications, and training materials.
- Newly available functionality from Workday updates not already identified in the project scope will be assessed and evaluated during the implementation, for potential inclusion in project scope, as agreed upon between UMMC and SCI.
- A cut-off date will be established for inclusion of new available functionality to mitigate deployment risk.
- SCI will coordinate activities required for Delivery Assurance reviews with Workday.
- SCI will be given access to all business process related preparatory analyses, including readiness assessments, requirements analyses, and any Workday fit/gap assessments completed by UMMC, prior to the start of formal design sessions.

### **Data Conversion:**

- UMMC will be responsible for cleansing and extracting legacy data from any source system or supporting systems to be converted to Workday. This includes responsibility for the quality of conversion data. SCI and UMMC staff will work collaboratively to map the legacy data.
- The current support plan includes the following independent data builds; Foundation Tenant, Configuration Tenant, End to End Tenant, and Gold build. Each data build will take approximately 4 to 6 weeks and will require significant UMMC data validation testing and support from the functional and technical team members. UMMC may request additional data builds and these may be completed for additional cost; any such request(s) and costs will be fully evaluated with respect to the timeline and explicitly agreed before any work will commence.
- Conversion data shall include:
  - **HCM**
    - Organizations
    - Translation of existing Financial hierarchy elements to Workday Worktags
    - Active Employee Data (including student workers and adjunct faculty)
    - Termination Data for current year and prior year
    - Basic data (name, employee number, Social Security number, dates of services) for all terminate employees
  
    - Active Contingent Worker Data
    - Leave Balances

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## EXHIBIT E

### Implementation Methodology and Related Notes

- Year to date payroll balances
- Active Faculty contract terms (note: WD does not house terms and conditions within the Tenant. SCI will load as "worker documents" provided they exist and are available in electronic form, such as scanned pdf files)
  
- **Payroll**
  - Current Federal Withholdings
  - Current State Withholdings
  - Current Local Withholdings
  - Current Payment Elections
  - Payroll History Balances
  - Active Withholding Orders
  - Leave history for 2018 from a prior system (Workday's History from a Prior System functionality will be used for this purpose)
  
- **Financials**
  - Balances - Beginning Balances for the current fiscal year. SCI will explain the process to the Client staff. Client may elect to include up to 2-3 additional years of "summary or detail" journal balances to support longitudinal reporting through Workday. Client staff will have the responsibility to perform the data extraction, mapping, transformation and validate all converted information. In the event the Client elects to load additional journal balance or detail information and requires additional SCI support, this could result in a change order.
  - Financial Budget(s) – Up to 3 budget structures overall and a single budget template per fiscal year to support Operating, Capital and Grant budgets.
  - All current open awards and related activities under the awards
  
  - Centralized billing, collection, and cash application.
  - Sponsors – Limited to active sponsors only
  - Asset Management information for tracking and depreciation calculations
  
- **Procurement**
  - Open Purchase Orders – Sierra-Cedar will discuss the process for handling the conversion of open purchase orders, including manually re-creating open purchase orders in Workday, assuming a fiscal year or quarter-end go live schedule.
  - Active 1099's (any inactivated within the current year for reporting requirement) - 1099 data will be converted so that the 1099 reporting can be done solely out of Workday

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## EXHIBIT E

### Implementation Methodology and Related Notes

- Open Invoices Supplier Contracts (if setting up Punch-out) – Client should pay everything possible prior to cut over. What cannot be paid out of the legacy system should be closed and potentially manually re-entered in Workday.
  - Item Master Files (including User Defined Fields which SCI interprets to mean purchase items and master catalog data. EIB's are available for loading this information – UMMC staff will need to prepare the information to populate Workday and SCI will support the load into Workday.)
  - Vendor Agreements from UMMC (referred to as PO25)
  - Contracts from UMMC LCM Module
  - Vendor Masters (PO and AP)
  - Ship to Locations
  - Requisition Locations
- **Student**
    - Student Data Migration capabilities will be defined as the Workday Product becomes Generally Available.
    - SCI intends to follow the Workday prescribed student data migration plan.

### Pricing & Resources:

- Refer to Exhibit F for detailed estimates.
- SCI Executive Account Manager Support is contributed up to 16 hours per month through go-live. Quality Management Review Support time is contributed for up to 6 planned project reviews across the Product Workstreams in scope.
- Generally, the project resource schedule and budget assumes a 50% on-site and 50% off-site consulting work schedule. UMMC and SCI acknowledge that the project work schedules of individual consultants may deviate from the above general assumption from time to time during the course of the project. Consultants are only expected to travel to a single client location in a given week, when air travel is required.
- Should onsite services be requested, the onsite rate will be billed for all hours (including remote hours) worked during a week in which services are provided onsite.
- SCI will not be responsible for any delays in deadlines as a result of defects in the base Workday software and delayed responses from Workday Support Services or related agencies.
- SCI will not be responsible for any delays in UMMC-owned deadlines and/or delayed responses from governance and decision structure or related executive body.

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## EXHIBIT E

### Implementation Methodology and Related Notes

- SCI is not responsible for correcting software defects or noncompliance discovered in the Workday application. SCI will assist UMMC to inform Workday of the defect and work with UMMC to determine a mitigation strategy, if needed.
- SCI will not be responsible for any loss, damage, delay, or deficiency arising from inaccurate, incomplete, or otherwise defective information or materials supplied by UMMC or their representative.

#### Staffing/Facilities:

- UMMC will dedicate qualified internal resources for the duration of the project at agreed upon levels. UMMC's Core Project Team members will be fully committed to the project and relieved of other responsibilities as necessary. They will have the appropriate skill sets, be available as required, and be empowered to make decisions regarding the system configuration and operation of the applications. If UMMC is unable to devote enough of the appropriately skilled resources and consultants are used in their place, the consulting costs could understandably increase.
- UMMC personnel will assume primary responsibility for recording minutes of design sessions and other meetings, documenting new business processes, completing and maintaining requirements traceability matrix, composing process-oriented end-user training materials, and conducting end-user training sessions. SCI and UMMC will update the system configuration and business process configurations together. SCI will provide UMMC with the initial Business Process Design and Configuration Guides and UMMC will maintain, going forward.
- UMMC personnel, with assistance from SCI consultants, will develop test scripts, prepare for, and conduct functional testing, and document test results. SCI will assist UMMC to develop a comprehensive Testing Strategy. SCI will also provide a list of example test scenarios for UMMC to use as a starting point for establishing their comprehensive testing activities unique to UMMC's needs.
- The Sierra-Cedar work schedule is subject to time off for holidays, vacation, medical and other leave, unless dictated otherwise by the project schedule and agreed to by UMMC and SCI. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.
- UMMC and SCI Project Team members will be co-located at an appropriate work-enabled facility.
- UMMC will provide SCI consultants with reasonable working space, equipment and office support including, but not limited to the following services:
  - Printer and copier
  - High speed internet access of the same speed and quality provided to internal employees
  - Office supplies
  - Dedicated conference rooms (adequate for conducting efficient analytical work and meeting with internal personnel and/or SCI personnel) as SCI may reasonably request.

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## EXHIBIT E

### Implementation Methodology and Related Notes

- Administrative support as required (i.e., meeting scheduling/coordination, large volume copying or word processing)
- UMMC will provide SCI with reasonable access to its facilities during normal business hours and otherwise as reasonably requested by Sierra-Cedar. This will include any required building/company keys and/or identification and parking permits. If necessary, UMMC will provide after-hours access to the Institution's facilities to Consultant team personnel.
- UMMC will be responsible to providing SFTP services to support any required file transfers.

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# Exhibit 1



## EXHIBIT F SCI-Consulting Resource Plans & Cost Estimate

The total estimated fee for HCM, FIN and Student as identified is \$14,295,098 broken down as \$6,829,988 for HCM and FIN and \$7,465,110 for Student as detailed below in Table F-1.

**Table F-1 Summary of estimated SCI consulting charges and mix of onsite and offsite effort**

Summary Table Detail provided in sub-tables	Estimated Consulting Hours for SCI	Estimated Cost At Base Rates if all hours were Offsite	Estimated incremental Cost for Onsite Portion reflecting Onsite Rate	Total Budget Estimate based on Indicated Onsite/Offsite Mix	Estimated Onsite Hours reflected in Total Hours Estimate	Estimated Onsite Mix as Percentage of Total Hours
HCM/ Payroll/ Financials including Recruiting/Talent/Endowments Estimate (See Table F-3)	32,584	\$ 5,939,120	\$ 890,868	\$ 6,829,988	21,728	67%
Student Deployment Estimate - SCI Consulting See Table F-4)	32,744	\$ 6,491,400	\$ 973,710	\$ 7,465,110	23,749	73%
<b>SCI Totals --&gt;</b>	<b>65,328</b>	<b>\$ 12,430,520</b>	<b>\$ 1,864,578</b>	<b>\$ 14,295,098</b>	<b>45,478</b>	<b>70%</b>
				APPROVED BUDGET		

UMMC in consultation with SCI may elect to change the mix of onsite and offsite consulting work and to allocate the approved budget in order to effectively achieve the project objectives.

UMMC will contract and pay Workday directly for certain services including Delivery Assurance. Included in Table F-2 for memo purposes only are the estimates provided by Workday for these services which are excluded from this contract and excluded from the estimates in Table F-1.

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**EXHIBIT F**  
**SCI-Consulting Resource Plans & Cost Estimate**

**Table F-2 Estimates of Workday's consulting services to be secured separately by UMMC**

Estimates of Workday's Consulting Services for Financials and HCM Deployment: (Provided to SCI by Workday 11/12/2017)	Estimates of Workday's Consulting Services for Student Deployment: (Provided to SCI by Workday 11/12/2017)
<p><b><u>HCM/FIN</u></b></p> <p>Deliver Assurance (DA) Services – \$151,095            DA Start Date: Feb-26-2018            Target HCM Cut-Over Date: Jan-1-2019            Target Fin Cut-Over Date: Jul-1-2019            Number of Partner Built integrations (including Cloud Connects): 20 (10 CC's, 10 Custom), with remainder to be handled by UMMC            Number of Benefit Plans in Scope: 7            Number of Compensation Plans in Scope: 6            Number of Performance Plans in Scope: 6  <i>Note: Based on scope validation sessions with UMMC on Nov-9, Projects and Time-Tracking are not required to be deployed to meet UMMC's requirements. Kronos will be the system of record for time-entry at UMMC (Kronos time integration to WDAY is in-scope).</i></p>	<p><b><u>Student</u></b></p> <p>Student Delivery Assurance (DA) Services: \$232,250</p>

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## EXHIBIT F

### SCI-Consulting Resource Plans & Cost Estimate

Table F-3 Detail of estimated SCI consulting charges and mix of onsite and offsite effort for HCM/Payroll/Financials including Recruiting/Talent/Endowments Estimate with staggered deployment

Project Support Categories (Note: Detail of Header Rows follows the Header Row)		Estimated Hours	Onsite Hourly Rate	Offsite Hourly Rate	Estimated Rate based on this Column	Onsite Rate	Offsite Rate
<b>Business Process Alignment</b>		1,898			\$ 221,498		\$ 286,588
Business Process Alignment Period HCM & Technical		350	\$ 205		\$ 71,750	\$ 248	\$ 88,560
Business Process Alignment Period Financials & Technical		720	\$ 205		\$ 147,000	\$ 248	\$ 177,120
<b>HCM/Payroll/Financials/Recruiting/Endowments Estimate</b>		12,812			\$ 2,272,888		\$ 2,738,682
Solution Architect Support HCM/Payroll		600	\$ 205		\$ 123,000	\$ 248	\$ 167,280
HCM Core Consultant		960	\$ 180		\$ 172,800	\$ 221	\$ 212,160
Compensation Consultant		960	\$ 180		\$ 172,800	\$ 221	\$ 212,160
Benefits & Absence Consultant		960	\$ 180		\$ 172,800	\$ 221	\$ 212,160
Activity & Academic Pay Consultant		520	\$ 180		\$ 93,600	\$ 221	\$ 114,920
Payroll & Error Reporting Lead Consultant		1,840	\$ 180		\$ 331,200	\$ 221	\$ 408,540
Expenses Consultant		440	\$ 180		\$ 79,200	\$ 221	\$ 97,240
Talent & Performance Management		760	\$ 180		\$ 136,800	\$ 221	\$ 167,960
HCM Recruiting		960	\$ 180		\$ 172,800	\$ 221	\$ 212,160
Allocated Technical and Project Management (FROM TABLE F4 ALLOCATED AT 50%)		4,432	Allocated		\$ 801,260	Allocated	\$ 982,972
<b>Financials Consulting Resource Plan (Below)</b>							
Project No.		Estimated Hours	Onsite Hourly Rate	Offsite Hourly Rate	Estimated Rate	Onsite Rate	Offsite Rate
<b>Workday Financials</b>		14,222			\$ 2,588,288		\$ 3,174,772
Solution Architect Support Financials/Grants		920	\$ 205		\$ 188,600	\$ 248	\$ 229,320
Financial Core Accounting (FOA, Budget Checking & Control)		2,120	\$ 180		\$ 381,600	\$ 221	\$ 468,520
Project Consultant		1,000	\$ 180		\$ 180,000	\$ 221	\$ 221,000
Cash, Banking & Statement Consultant		1,000	\$ 180		\$ 180,000	\$ 221	\$ 221,000
Endowments & Gifts		1,000	\$ 180		\$ 180,000	\$ 221	\$ 221,000
Procurement to Pay Lead (including Business Assets & Supplier Management) Consultant		1,800	\$ 180		\$ 324,000	\$ 221	\$ 397,800
Inventory Management		1,840	\$ 180		\$ 331,200	\$ 221	\$ 408,540
Grants Management (including Customer Accounts and Billing)		1,040	\$ 180		\$ 187,200	\$ 221	\$ 229,540
Planning Deployment (For Fiscal Year 2021)			\$ 180		\$ 0	\$ 221	\$ 0
Allocated Technical and Project Management (FROM F4 ALLOCATED AT 50%)		4,432	Allocated		\$ 801,260		\$ 982,972
<b>Project Total - HCM/Payroll/Financials/Grants plus Technical and Cross Functional Support</b>		27,884			\$ 4,862,328		\$ 5,822,184
Increment for Onsite vs. Offsite Time (follows 67% of time onsite)		Est.			\$ 782,748		
<b>Subtotal</b>					\$ 5,645,076		\$ 6,604,932
<b>Additional Project Services</b>					\$ 122,800		\$ 151,960
Business Process Alignment			\$ 205		\$ 0	\$ 248	\$ 0
Additional Functional/Technical Support		2,560	\$ 180		\$ 460,800	\$ 221	\$ 565,160
Work Education Advisory Team (User Request - Special Topics)			\$ 205		\$ 0	\$ 248	\$ 0
Change Management Support		1,140	\$ 180		\$ 205,200	\$ 221	\$ 251,940
End User Training Consultant		560	\$ 180		\$ 100,800	\$ 221	\$ 123,760
Application Security Support Consultant			\$ 180		\$ 0	\$ 221	\$ 0
Testing Support Consultant		500	\$ 180		\$ 90,000	\$ 221	\$ 110,530
<b>Potential Services Total</b>		4,760			\$ 646,800		\$ 781,390
Increment for Onsite Time (follows 67% onsite)		Est.			\$ 122,800		
<b>Subtotal</b>					\$ 769,600		\$ 933,380
<b>Combined Total of HCM/Payroll/Financials &amp; Potential Services</b>		32,644			\$ 6,414,676		\$ 7,538,312
Additional Budget for Incremental to Onsite vs. Offsite Time					\$ 690,648		
<b>Total</b>					\$ 7,105,324		\$ 8,271,692
Check Total to Budget Estimate					\$ 6,829,988		
Imputed Onsite Hours					21,728		
Imputed Onsite Hours as % of Total for Budget Planning					67%		

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*CMS*

# Exhibit 1



## EXHIBIT F SCI-Consulting Resource Plans & Cost Estimate

Table F-4 Sub Detail supporting the two allocated lines shown in Table F-3

<i>Amounts for Engagement Management and Technical Support are allocated to Table 3 and shown 50% to HCM and Financials, respectively</i>					
<b>Allocated Project Management, Technical, &amp; Cross Func</b>	<b>Estimated Consulting Hours</b>	<b>Offsite Hourly Rate</b>	<b>Estimated Cost 100% offsite with a line-item on-site allowance</b>	<b>Onsite Hourly Rate</b>	<b>Estimated Cost if 100% Onsite</b>
<b>Project Support Categories</b>					
<b>Engagement Management</b>	<b>4,040</b>		<b>\$721,500</b>		<b>\$887,345</b>
Engagement Management Team (Sr EM/EM)	2,920	\$ 180	\$525,600	\$ 221	\$645,320
Technical Coordinator	1,120	\$ 175	\$196,000	\$ 216	\$241,920
<b>Data Migration</b>	<b>1,580</b>		<b>\$302,400</b>		<b>\$371,280</b>
Data Migration Consultant Team	1,680	\$ 180	\$302,400	\$ 221	\$371,280
<b>Integrations</b>	<b>2,464</b>		<b>\$466,120</b>		<b>\$666,144</b>
Integrations Solution Architect/Sr Integrator	484	\$ 205	\$95,120	\$ 246	\$114,144
Integrator & BIRT Developers	2,000	\$ 180	\$360,000	\$ 221	\$442,000
<b>Workday Reporting &amp; Analytics</b>	<b>640</b>		<b>\$115,200</b>		<b>\$141,440</b>
Reporting & Analytics Consultant	640	\$ 180	\$115,200	\$ 221	\$141,440
PRISM Development Support (Based upon Number of Use Cases)	-	\$ 180	\$0	\$ 221	\$0
<b>Additional Project Support Services</b>	<b>40</b>		<b>\$8,200</b>		<b>\$9,840</b>
Cross Functional Advisory Support (Touchpoints Student/HCM/Pay/Financials)	40	\$ 205	\$8,200	\$ 246	\$9,840
<b>Project Total - HCM/Payroll/Financials/Grants plus Technical and Cross Functional Support</b>	<b>8,284</b>		<b>\$ 1,602,520</b>		<b>\$ 1,966,944</b>
50% Allocation to HCM/Payroll/ Portion of Table 3-->	\$ 4,432		\$801,260		\$982,972
50% Allocation to Financials Portion of Table 3-->	\$ 4,432		\$801,260		\$982,972

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*CMA*

Executed in Counterpart by SCI on 1/18/18



## EXHIBIT F SCI-Consulting Resource Plans & Cost Estimate

**Table F-5 Detail of estimated SCI consulting charges and mix of onsite and offsite effort for Workday Student Deployment**

Student Deployment Estimate - SCI Consulting Student Consulting Resource Plan (Note: Detail of Header Rows follows below each Header Row)	Budget Estimate Based on the Column		Total Estimated Cost including Onsite and Offsite	
	Estimated Hours	Offsite Hourly Rate	Onsite Hourly Rate	Estimated Cost if 100% Onsite
<b>Engagement Management</b>	<b>8,284</b>			<b>\$ 1,654,884</b>
Engagement Management Team (Sr. EM / EM)	3,824	\$ 195	\$ 745,680	\$ 236 \$ 902,464
Higher Education Solution Architect & Advisory Team	1,400	\$ 250	\$ 350,000	\$ 291 \$ 407,400
Technical Coordinator/Manager	1,040	\$ 175	\$ 182,000	\$ 216 \$ 224,640
<b>Workday Student - Primary Business Areas</b>	<b>11,468</b>			<b>\$ 2,334,128</b>
Admissions & Recruiting Team	1,800	\$ 195	\$ 351,000	\$ 239 \$ 424,600
Student Core and Engagement Consultants	672	\$ 195	\$ 131,040	\$ 236 \$ 158,592
Curriculum Team	784	\$ 195	\$ 152,880	\$ 236 \$ 185,024
Student Records Team	3,280	\$ 195	\$ 639,600	\$ 236 \$ 774,080
Academic Advising Team	680	\$ 195	\$ 132,600	\$ 236 \$ 180,480
Financial Aid Team	1,600	\$ 195	\$ 312,000	\$ 236 \$ 377,600
Student Finance Team	1,400	\$ 195	\$ 273,000	\$ 236 \$ 330,400
Workday's Student Product Advisory Services	1,240	\$ 275	\$ 341,000	\$ 318 \$ 391,840
<b>Data Integration</b>	<b>2,320</b>			<b>\$ 429,200</b>
Data Migration Consultant Team	2,320	\$ 185	\$ 429,200	\$ 226 \$ 524,320
<b>Integrations</b>	<b>2,584</b>			<b>\$ 686,896</b>
Integrations Solution Architect/Sr. Integrator	504	\$ 250	\$ 126,000	\$ 291 \$ 148,664
Integration Developers	3,080	\$ 185	\$ 569,800	\$ 228 \$ 698,080
<b>Workday Reporting &amp; Analytics</b>	<b>960</b>			<b>\$ 187,200</b>
Reporting & Analytics Consultants	960	\$ 195	\$ 187,200	\$ 236 \$ 226,560
<b>Project Total</b>	<b>24,684</b>			<b>\$ 4,973,696</b>
Increment for Onsite vs. Offsite Time (allows 73% of time onsite)	Est.		\$ 738,480	
<b>Subtotal</b>				<b>\$ 5,712,176</b>
<b>Additional Project Support Services</b>	<b>8,188</b>			<b>\$1,684,488</b>
Student Readiness Team (Business Process Alignment)	320	\$ 225	\$ 72,000	\$ 268 \$ 85,120
Post Production Support	640	\$ 195	\$ 124,800	\$ 268 \$ 170,240
Change Management Consultant	1,960	\$ 185	\$ 362,600	\$ 268 \$ 571,360
End User Training Consultant	1,200	\$ 185	\$ 222,000	\$ 268 \$ 340,480
Security Support Consultant	780	\$ 195	\$ 152,400	\$ 268 \$ 202,160
Testing Support Consultant	680	\$ 195	\$ 132,600	\$ 268 \$ 180,880
Additional Functional / Technical Support	2,520	\$ 195	\$ 491,400	\$ 268 \$ 670,320
<b>Project Total</b>	<b>8,188</b>			<b>\$1,684,488</b>
Increment for Onsite vs. Offsite Time (allows 70% of time onsite)	Est.		\$ 238,288	
<b>Subtotal</b>				<b>\$1,922,776</b>
<b>Total Student Consulting Estimate from Above (Agrees to Summary Table F-1)</b>	<b>32,744</b>		<b>Budgetary Estimate with Mix of Onsite and Offsite: \$ 7,463,110</b>	<b>Estimate if all work done onsite: \$ 8,181,304</b>
Total Increment over offsite total labor to add onsite mix			\$ 973,710	
Check Total to Budget Estimate for if all consulting performed offsite			\$ 6,491,400	
Imputed Onsite Hours			23,749	
Imputed Onsite Hours as % of Total for Budget Planning			73%	

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*CMU*

# Exhibit 1



## EXHIBIT F SCI-Consulting Resource Plans & Cost Estimate

SCI has offered a rate hold as presented below and provided an estimate for deployment consulting services for certain features and modules which are not included in the consulting effort budgeted under Table F-1. The estimates below have not been refined to reflect the probable mix of onsite and offsite hours and, accordingly, are presented as a range from 100% offsite to 100% onsite.

**Table F-5 – Rate Hold for Certain Services not included in Table F-1**

SCI Offered Services Deferred for Future Deployment and included for reference only					
Rate Hold and Budgetary Time Estimates	Estimated Hours	Offsite Hourly Rate	Estimated Cost if 100% offsite with a line item onsite	Onsite Hourly Rate	Estimated Cost if 100% Onsite
Planning	960	\$ 180	\$172,800	\$ 221	\$212,160
Time Tracking	960	\$ 180	\$172,800	\$ 221	\$212,160
Lessons	1,920	\$ 180	\$345,600	\$ 221	\$424,320
PRISM Development Support (Based upon Number of Use Cases)	960	\$ 180	\$172,800	\$ 221	\$212,160
Projects	960	\$ 180	\$172,800	\$ 221	\$212,160
	<b>5,760</b>		<b>\$ 1,036,800</b>		<b>\$ 1,272,960</b>
Rates shown Valid Through 12/31/2020					

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*CMM*

Executed in Counterpart by SCI on 1/18/18

# Exhibit 1



## EXHIBIT G Change Order Rates

SCI commits to make these rates available to UMMC for the periods indicated and agrees that the rates proposed for any Change Orders involving qualified consultants with the skills indicated will not exceed those indicated in the following charts. If skills are required during the periods for other than those indicated in the charts, SCI will offer those skills at rates then in effect for similar higher education projects.

SCI Professional Service Rates for Onsite Services	HCM/Financials Hourly Rates (USD)* Valid Through 06/30/2020	Student Hourly Rates (USD)* Valid Through 11/30/2021
Sr. Functional & Technical Project Advisors (Upon Request)	\$246	\$291
Solution Architects – Technical & Functional	\$246	\$291
Engagement Management Team	\$221	\$236
Technical Coordinator	\$216	\$216
Functional Business Area Consultants	\$221	\$236
Data Migration Team	\$221	\$226
Integrations and BIRT Developers	\$221	\$226
Reporting & Analytics Consultants	\$221	\$236
Workday Student Product Advisory Services (Under Subcontract to SCI)	If required	\$316
Workday Planning Consultants	\$221 (Workday Product Advisory, if needed and separately negotiated)	\$236
Workday Inventory Consultants	\$221	\$236
Change Management & End User Training Support	\$221	\$226
Testing Support	\$221	\$236
Application Security Support	\$221	\$236
Additional Functional / Technical Support (unspecified)	\$221	\$236
PRISM Deployment Consultants	\$221	\$236
Business Process Alignment Team (aka Readiness Consultants)	\$246	\$266
*Footnote: These rates are valid through the fiscal year indicated above. Beginning 7/01/2020 for the HCM/FIN and 12/01/21 for the Student, the indicated rates will increase in accordance with the Consumer Price Index (CPI) as measured from the immediately prior year.		

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*Cull*

Executed in Counterpart by SCI on 1/16/18

# Exhibit 1



## EXHIBIT G Change Order Rates

SCI Professional Service Rates for Offsite/Remote Services	HCM/Financials Hourly Rates (USD)* Valid Through 06/30/2020	Student Hourly Rates (USD)* Valid Through 11/30/2021
Sr. Functional & Technical Project Advisors (Upon Request)	\$205	\$250
Solution Architects – Technical & Functional	\$205	\$250
Engagement Management Team	\$180	\$195
Technical Coordinator	\$175	\$175
Functional Business Area Consultants	\$180	\$195
Data Migration Team	\$180	\$185
Integrations and BIRT Developers	\$180	\$185
Reporting & Analytics Consultants	\$180	\$195
Workday Student Product Advisory Services (Under Subcontract to SCI)	If required	\$275
Workday Planning Consultants	\$180 (Workday Product Advisory, if needed and separately negotiated)	\$195
Workday Inventory Consultants	\$180	\$195
Change Management & End User Training Support	\$180	\$185
Testing Support	\$180	\$195
Application Security Support	\$180	\$195
Additional Functional / Technical Support (unspecified)	\$180	\$195
PRISM Deployment Consultants	\$180	\$195
Business Process Alignment Team (aka Readiness Consultants)	\$205	\$225
Footnote: These rates are valid through the fiscal year indicated above. Beginning 7/01/2020 for the HCM/FIN and 12/01/21 for the Student, the indicated rates will increase in accordance with the Consumer Price Index (CPI) as measured from the immediately prior year.		

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*CMW*

Executed in Counterpart by SCI on 1/18/18





C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 43930-Sierra-Cedar-Executed.pdf

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEDAR, INC.

CLIENT

Sierra-Cedar, Inc.

State of Mississippi, Department of Information Technology Services

By: [Signature]

By: [Signature]

Name: Brian E. Fees  
Corporate Officer/EVP

Name: CRANG P. ORGERON

Title: \_\_\_\_\_

Title: EXECUTIVE DIRECTOR

Date: JAN 03 2019

Date: 1/0/19

Dr. LouAnn Woodward, MD

By: Lou Ann Woodward

Name: Dr. LouAnn Woodward, MD

Title: Vice Chancellor for Health Affairs and Dean, School of Medicine

Date: 1/7/2019

ONE



## C.2 SIERRA-CEDAR SIMPLE CHANGE ORDER

**DATE SUBMITTED:** 09/04/2018

**MASTER ENABLING AGREEMENT REFERENCE NUMBER:**

Sierra-Cedar, State of Mississippi Department of Information Technology Service MSA January 2018 Fully Executed.pdf

**STATEMENT OF WORK REFERENCE NUMBER:**

Sierra-Cedar, 43930-Sierra-Cedar-Executed.pdf

**REQUEST SUBMITTED BY:**

Sharon Green, Account Manager, Sierra-Cedar

### CHANGE ORDER NARRATIVE:

**THE PURPOSE OF THIS CHANGE ORDER:**

Add to project scope the deployment of the following Workday Student functionality:

- Academic Foundation & Student Engagement
- Student Recruiting
- Admissions & Application
- Curriculum Management
- Student Records
- Academic Advising
- Financial Aid
- Student Financial Management

**THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:**

Services will be performed and invoiced in accordance with Section 5 of the SOW.

**ATTACHMENTS, SCHEDULES OR TABLES:**

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 43930-Sierra-Cedar-Executed.pdf.

*CME*



C.2 SIERRA-CEDAR SIMPLE CHANGE ORDER

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEDAR, INC.

Sierra-Cedar, Inc.

By: [Signature]

Name: Brian E. Fees  
Corporate Officer/EVP

Title: \_\_\_\_\_

Date: JAN 03 2019

CLIENT

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

By: [Signature]

Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 1/8/19

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By: [Signature]  
**Authorized Signature**

Printed Name: **Lou Ann Woodward, M.D.**

Title: **Vice Chancellor for Health Affairs**

Date: 1/7/2019

*CNW*



### C.3 SIERRA-CEDAR SIMPLE CHANGE ORDER

<b>DATE SUBMITTED:</b> <u>10/24/2018</u>	
<b>MASTER ENABLING AGREEMENT REFERENCE NUMBER:</b>	<u>Sierra-Cedar: State of Mississippi Department of Information Technology Service MSA January 2018 Fully Executed.pdf</u>
<b>STATEMENT OF WORK REFERENCE NUMBER:</b>	<u>Sierra-Cedar: 43930-Sierra-Cedar-Executed.pdf</u>
<b>REQUEST SUBMITTED BY:</b>	<u>Sharon Green, Account Manager, Sierra-Cedar</u>

### CHANGE ORDER NARRATIVE:

#### THE PURPOSE OF THIS CHANGE ORDER:

Make the following staffing updates:

- Remove Engagement Manager Sharon Antonucci, effective 08/17 /18
- Add Engagement Manager Laura Savage, effective 08/17/18
- Add Workday Senior Inventory Consultant Jay Naffziger, 07/18/18 through 07/31/19 for 20 hours a month up to 240 total hours

#### THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:

Hourly Rate for Jay Naffziger:

- \$205/hour remote
- \$246/hour onsite

#### ATTACHMENTS, SCHEDULES OR TABLES:

Services will be performed and invoiced in accordance with Section 5 of the SOW.

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 43930-Sierra-Cedar-Executed.pdf.

*CM*



C.3 SIERRA-CEDAR SIMPLE CHANGE ORDER

The authorized representatives of the parties have signed this Change Order.

SIERRA-CEDAR, INC.

Sierra-Cedar, Inc.

By: [Signature]

Name: Brian E. Fees  
Corporate Officer/EVP

Title: \_\_\_\_\_

Date: JAN 03 2019

CLIENT

State of Mississippi, Department of  
Information Technology Services

By: [Signature]

Name: Craig P. Orgeron

Title: Executive Director

Date: 1/8/19

Dr. LouAnn Woodward, MD

By: [Signature]

Name: Dr. LouAnn Woodward, MD

Title: Vice Chancellor for Health Affairs  
and Dean, School of Medicine

Date: 1/7/2019

CME



C.4 SIERRA-CEDAR SIMPLE CHANGE ORDER	
DATE SUBMITTED: <u>03/31/2019</u>	
MASTER ENABLING AGREEMENT REFERENCE NUMBER:	<u>Sierra-Cedar: State of Mississippi Department of Information Technology Service MSA January 2018 Fully Executed.pdf</u>
STATEMENT OF WORK REFERENCE NUMBER:	<u>Sierra-Cedar: 45325-Sierra-Cedar-Executed.pdf</u>
REQUEST SUBMITTED BY:	<u>Sharon Green, Account Manager, Sierra-Cedar</u>
CHANGE ORDER NARRATIVE:	
THE PURPOSE OF THIS CHANGE ORDER IS TO:  <ol style="list-style-type: none"><li>1. Document UMMC's decision to extend the go-live date for Human Capital Management &amp; Payroll from January 2, 2019 to July 1, 2019.</li><li>2. Add the deployment of the Workday Open Enrollment process to the project scope.</li><li>3. Extend Workday Senior Inventory Consultant Jay Naffziger through December 2019 for 80 hours a month.</li><li>4. Document UMMC's decision to extend the go-live date for Supply Chain Management from July 1, 2019 to November 1, 2019.</li></ol>	
THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:  No additional functionality will be implemented with the implementation date move of HCM. The new HCM Go Live date will align with the Finance Go Live date. The move of the Supply Chain Go Live will allow UMMC to implement with Workday functionality that is coming available in future Workday updates, including WD 33 to be delivered in September. Billable rates are accounted for in the original agreement. The parties acknowledge that these scope adjustments may impact the number of support hours provided, but the positive or negative impact on the total project budget cannot be estimated at the time of this Change Order. The parties will continue to monitor the project financials and make appropriate resource adjustments, if necessary, during the course of the engagement.	
ATTACHMENTS, SCHEDULES OR TABLES:  Based upon the current situation, a definite impact upon the hours estimate is unable to be confirmed at this time. UMMC and Sierra-Cedar will continue to monitor the project consulting services budget and will document necessary adjustments in the future, as needed.	

*CWS*

# Exhibit 1

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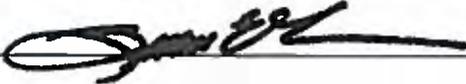


This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled: 45235-Sierra-Cedar-Executed.pdf

The authorized representatives of the parties have signed this Change Order.

## SIERRA-CEDAR, INC.

Sierra-Cedar, Inc.

By: 

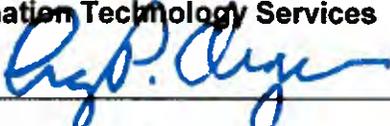
Name: Brian E Fees

Title: Corporate Officer/EVP

Date: August 21, 2019

## CLIENT

State of Mississippi, Department of  
Information Technology Services

By: 

Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 8-22-2019

Dr. LouAnn Woodward, MD

By: 

Name: Dr. LouAnn Woodward, MD

Title: Vice Chancellor for Health Affairs  
and Dean, School of Medicine

Date: 8/22/2019

UWB

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
INFORMATION AGENDA  
REAL ESTATE  
APRIL 16, 2020**

**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE  
MARCH 19, 2020 BOARD MEETING SUBMISSION DEADLINE**

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

**Board Policy §904(A), Board Approval**

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

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

- 1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
- 2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
- 3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
- 4. The design professional previously approved by the Board has not changed.*

*If the above four conditions have been met, the Board's Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.*

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
INFORMATION AGENDA  
REAL ESTATE  
APRIL 16, 2020**

**ALCORN STATE UNIVERSITY**

**1. ASU- IHL 201-252 – Morris Boykin Renovation**

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

Board staff did NOT approve Change Order #1 in the amount of \$28,974.18 and fifty-eight (58) additional days to the contract of Durrell Design Group, PLLC.

Approval Status & Date: NOT APPROVED, March 10, 2020

Change Order Description: Change Order #1 includes the following items: credit for omitting millwork in a room, modifications to a wall and corridor, omitting skylights, modifications of sectional doors, controls allowance, LED clocks; added stud walls; added and replaced ceiling tiles in a multipurpose room; added a gutter and downspout; replaced boiler room backflow valves; replaced the chilled water pipe starter and hot water pipe starter; added a fire extinguisher; added a ceiling tile; added gas detection, exit signs, and smoke detection; added shut-off valves in laboratories; added an HVAC shut-off when the fire alarm is activated; and fifty-eight (58)days to the contract.

Change Order Justification: These changes were necessary due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans and specifications; latent job site conditions; seven (7) weather-related days; 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 \$28,974.18.

Project Initiation Date: August 8, 2016

Design Professional: Durrell Design Group, PLLC

General Contractor: Sullivan Enterprises, Inc.

Total Project Budget: \$2,660,872.50

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
INFORMATION AGENDA  
REAL ESTATE  
APRIL 16, 2020**

**MISSISSIPPI STATE UNIVERSITY**

**2. MSU- IHL 205-300– Summer 2020 Various Parking Lots**

**Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Neel Schaffer, Inc.

Approval Status & Date: APPROVED, March 12, 2020

**Approval Request #4: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, March 12, 2020

Project Initiation Date: December 10, 2019

Design Professional: Neel Schaffer, Inc.

General Contractor: TBD

Total Project Budget: \$2,000,000.00

**UNIVERSITY OF MISSISSIPPI**

**3. UM – GS 107-308 – Union Addition & Renovation**

**Approval Request #1: Change Order #18**

Board staff approved Change Order #18 in the amount of \$141,398.00 and zero (0) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, March 11, 2020

Change Order Description: Change Order #18 includes the following items: improvements were made to the west canopy at PH 2; revised the layout of and changed the fixture types for the PH 3 porch lights; increased the size of the shelf angle, wire mesh and dowels at the PH 3 porch paving; demolished the concrete masonry unit at level 2 on the east side and concrete curb along the level 3 balcony; remediated the fresh air intake; added grout-filled concrete masonry unit walls and modified the mechanical and electrical systems for the elevator room to be located in the basement rather than the

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penthouse; provided only new materials to the university's track lighting system in the bookstore; installed new light fixtures and modules, removed the cable tray and installed j hooks at levels 2 and 3; credit issued for omission of the 1<sup>st</sup> floor bookstore valence lights scope; and a credit issued for cost associated with the Union Drive road repairs performed by UM.

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

Total Project Change Orders and Amount: Eighteen (18) change orders for a total amount of \$4,172,625.00.

Project Initiation Date: August 18, 2011

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

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$61,319,435.02

Total Project Budget: \$61,650,000.00

**4. UM - IHL #207-453- South Oxford Center – Film Studio**

**Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of \$3,141.98 and twenty-four (24) additional days to the contract of D C Services, LLC.

Approval Status & Date: APPROVED, March 25, 2020

Change Order Description: Change Order #2 includes the following items: added ceiling access doors; installed a solenoid valve associated with the fire alarm system; vanity fixtures changed to 24” fixtures to accommodate the allowable space above the counter; additional days due to the delayed return of an RFI; and twenty-four (24) days to the contract.

Change Order Justification: These changes were necessary due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans & 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 \$23,169.73.

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Project Initiation Date: May 16, 2019  
Design Professional: McCarty Architects, P.A.  
General Contractor: D C Services, LLC  
Total Project Budget: \$1,750,000.00

**5. UM – IHL 207-455 – Jackson Avenue Center Reroof & Exterior Coating**

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

Board staff approved Change Order #1 in the amount of \$7,740.00 and two (2) additional days to the contract of Rowell Roofing, Inc.

Approval Status & Date: APPROVED, March 11, 2020

Change Order Description: Change Order #1 includes the following items: removed the two (2) additional HVAC units on the roof of the Jackson Avenue Center roof; the existing curbs and associated mounts are removed in order for the new decking to be installed that will match the existing decking along with angles as necessary to support the new decking; installed new insulation and roofing over the areas of the removed HVAC units to properly tie into the adjacent roofing; and two (2) days to the contract.

Change Order Justification: These changes were 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 \$7,740.00.

Project Initiation Date: June 20, 2019  
Design Professional: Shafer-Zahner-Zahner, PLLC  
General Contractor: Rowell Roofing, Inc.  
Total Project Budget: \$1,980,000.00

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

**Approval Request #1: Change Order #11**

Board staff approved Change Order #11 in the amount of \$0.00 and zero (0) additional days to the contract of Brasfield & Gorrie, LLC.

Approval Status & Date: APPROVED, March 20, 2020

Change Order Description: Change Order #11 includes the following items: changed the door hardware at specific doors from keyed locks to cipher type locks; added piping and curbs for the outdoor unit for the CT chiller and revised the curbs for the MRI equipment; patient toilets slab openings were re-drilled related to structural and wall layouts; revised the smoke compartments for the future addition of suites; added valves at specific locations needed for future maintenance; removed portions of the wall protection from the NICU patient rooms; added light fixtures to an office; installed setting unit at level 2 for future CSPD; revised the detailing of the plenum and ductwork connections as related to the duct elevations entering the plenum; added a deflection track at the mechanical screen wall framing; added a roof drain; replaced a water-damaged smoke detector; change to the cath lab; revision made to the power and data connection for the irrigation system; provided power to the elevator sump pump; added switches at a room; added temporary drain pans at level G electrical room for installation of switchgear; replaced and repaired a section of the sewer line that was damaged during construction; added drains at the AHU1 and AHUB; added plumbing connections for the owner-provided equipment in the room frozen section; added a drain line for the CT machine; replaced damaged waterproofing; revisions made to the curtain wall sills; added Spandrel glass on the curtain wall locations.

Change Order Justification: These changes were necessary due to errors and omissions in the plans & specifications and credited to the owner’s contingency.

Total Project Change Orders and Amount: Eleven (11) change orders for a total amount of \$0.00.

Project Initiation Date: April 21, 2016

Design Professional: HDR Architecture, PC

General Contractor: Brasfield & Gorrie, LLC

Total Project Budget: \$180,000,000.00

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**7. USM- GS 108-281– Greene Hall Renovations**

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

**Approval Request #1: Change Order #10**

Board staff approved Change Order #10 in the amount of \$74,889.79 and zero (0) additional days to the contract of B.W. Sullivan Building Contractor.

Approval Status & Date: APPROVED, March 18, 2020

Change Order Description: Change Order #10 includes the following items: mechanical changes performed to increase the air exchange rate for the Cadaver Lab.

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

Total Project Change Orders and Amount: Ten (10) change orders for a total credit amount of \$109,374.91.

Project Initiation Date: September 18, 2014

Design Professional: Allred Architectural Group

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

Total Project Budget: \$13,000,000.00

**8. USM- GS 108-285 – Cook Library Renovation (Phase 2)**

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

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

Board staff approved Change Order #1 in the credit amount of \$91,090.00 and zero (0) additional days to the contract of Codaray Construction, LLC.

Approval Status & Date: APPROVED, February 20, 2020

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Change Order Description: Change Order #1 includes the following items: credit issued for controls allowance; removal of USM supplementary conditions; and removal of a mandatory addendum.

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

**Approval Request #2: Change Order #2**

Board staff approved Change Order #2 in the amount of \$69,615.00 and zero (0) additional days to the contract of Codaray Construction, LLC.

Approval Status & Date: APPROVED, March 30, 2020

Change Order Description: Change Order #2 includes the following items: added a double door and metal wall panels in penthouse A to allow the installation of the air handling unit; credit issued for the deletion of a door that was not needed; added receptacles and data outlets in two (2) rooms; installed cable for forty-six (46) camera locations; changed door hardware from dull chrome to oil-rubbed bronze; added an additional 180 linear feet of temporary 2x4 wood stud and 1/2" painted plywood wall for access to elevators and Starbucks; relocated the panel feed and junction box in a mechanical room to allow room for the air handling unit installation; and added lights.

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

Total Project Change Orders and Amount: Two (2) change orders for a total credit amount of \$21,475.00.

Project Initiation Date: January 18, 2018

Design Professional: Wier Boerner Allin Architecture

General Contractor: Codaray Construction, LLC

Phased Project Budget: \$9,807,980.01

Total Project Budget: \$12,132,980.00

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**9. USM- GS 108-285 – Cook Library Renovation (Phase 1)**

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

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

Board staff approved Change Order #1 in the amount of \$62,645.00 and seventy-five (75) additional days to the contract of Codaray Construction, LLC.

Approval Status & Date: APPROVED, March 27, 2020

Change Order Description: Change Order #1 includes the following items: credit issued for deleting RD-1 and utilized retrofit drains; the existing primary drains will receive the approved retrofit drains, and new overflow drains were installed resulting in a credit; credit issued for the deletion of the ductwork and thermostat serving the existing hallway outside of the future Bower Center; new smoke detectors were installed; the existing ATS panel on the roof adjacent to penthouse B has been raised to allow for the flashing of the new roof; salvageable existing lightning protection and new lightning protection were installed on the parapet of the 5<sup>th</sup> floor; and seventy-five (75) days to the contract.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$62,645.00.

Project Initiation Date: January 18, 2018

Design Professional: Weir Boerner Allin Architecture

General Contractor: Codaray Construction, LLC

Phased Project Budget: \$2,225,000.00

Total Project Budget: \$12,132,980.00

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**10. USM- GS 108-287– McCain Library Envelope Repairs**

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

**Approval Request #1: Change Order #2**

Board staff approved Change Order #2 in the amount of \$210,995.00 and one hundred twenty-six (126) additional days to the contract of Southeastern Contracting, LLC.

Approval Status & Date: APPROVED, March 12, 2020

Change Order Description: Change Order #2 includes the following items: basement alterations done to accommodate the shelving storage system – wall reconfiguration, patching, finishes, mechanical, plumbing, fire protection, electrical, shelving installation, etc.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$275,576.00.

Project Initiation Date: August 16, 2018

Design Professional: Shafer-Zahner-Zahner, PLLC

General Contractor: Southeastern Contracting, LLC

Total Project Budget: \$2,050,000.00

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**SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL**

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

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 3/4/20) from the funds of Alcorn State University. (This statement, in the amount of \$700.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 700.00**

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 3/1/20) from the funds of Mississippi State University. (This statement, in the amount of \$2,500.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 2,500.00**

Payment of legal fees for professional services rendered by Butler Snow (statements dated 7/24/19, 8/28/19, 8/29/19, 9/25/19, 10/7/19, 11/7/19, 11/18/19, 11/21/19, 12/16/19, 1/17/20, 1/17/20, 2/18/20, 2/19/20, 2/19/20 and 2/28/20) from the funds of the University of Mississippi. (These statements, in the amounts of \$324.50, \$29.50, \$914.50, \$1,091.50, \$295.00, \$2,124.00, \$3,569.50, \$1,003.00, \$678.50, \$1,128.00, \$147.50, \$3,481.00, \$2,950.00, \$7,143.67 and \$3,540.00, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 28,420.17**

Payment of legal fees for professional services rendered by Mayo|Malette (two statements dated 2/12/20) from the funds of the University of Mississippi. (These statements, in the amounts of \$8,961.01 and \$4,238.11, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 13,199.12**

Payment of legal fees for professional services rendered by Phelps Dunbar, LLP (statement dated 1/31/20) from the funds of the University of Mississippi. (This statement, in the amount of \$4,921.23, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 4,921.23**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 2/1/20, 2/1/20, 2/1/20, 2/1/20, 3/1/20, 3/1/20, 3/1/20, 3/1/20 and 3/1/20) from the funds of the University of Mississippi. (These statements, in the amounts of \$4,536.38, \$2,500.00, \$3,043.00,

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\$2,500.00, \$54.03, \$36.03, \$2,500.00, \$36.31 and \$2,000.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 17,205.75**

Payment of legal fees for professional services rendered by Baker Donelson Bearman Caldwell & Berkowitz, PC (statement dated 3/5/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$5,362.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 5,362.00**

Payment of legal fees for professional services rendered by Butler Snow, LLP (statements dated 2/28/20, 2/28/20, 2/28/20 2/28/20, 2/28/20, 2/28/20 and 2/28/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts \$295.00, \$501.50, \$3,038.50, \$885.00, \$17,732.52, \$147.50 and \$88.50, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 22,688.52**

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrini, PLLC (statements dated 2/26/20, 2/26/20 and 2/26/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$660.00, \$1,993.50 and \$1,848.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,501.50**

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 2/28/20, 2/28/20 and 2/28/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$18.00, \$138.00 and \$476.45, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 632.45**

Payment of legal fees for professional services rendered by Hogan|Lovells (statement dated 2/27/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$1,104.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,104.00**

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 2/25/20, 2/25/20, 2/26/20, 2/26/20 and 2/26/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$13,314.93, \$2,645.16,

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\$148.50, \$49.50 and \$49.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 16,207.59**

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 2/25/20, 2/25/20, 2/25/20 and 2/25/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$148.50, \$4,384.50, \$16,743.00 and \$1,501.50, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 22,777.50**

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 2/21/20, 2/21/20, 2/21/20, 2/21/20 and 2/21/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$244.50, \$133.50, \$3,287.13, \$2,305.25 and \$2,483.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 8,453.38**

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 2/28/20, 2/28/20, 2/28/20, 2/28/20, 2/28/20, 2/28/20, 2/28/20, 2/28/20 and 2/28/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,454.00, \$1,519.50, \$1,089.00, \$396.00, \$5,343.00, \$198.00, \$629.10, \$2,782.50 and \$15,294.20, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 29,705.30**

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 3/6/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$1,433.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,433.50**

Payment of legal fees for professional services rendered by Butler Snow (statement dated 3/4/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$919.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 919.00**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 3/1/20, 3/1/20 and 3/1/20) from the funds of the University of Southern Mississippi. (These

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statements, in the amounts of \$3,000.00, \$97.88 and \$44.59, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 3,142.47**

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

Payment of legal fees for professional services rendered by Stites & Harbison (statement dated 2/26/20) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “An Anaerobic Process for the Conversion of Light Alkane to Nitriles and Olefins” - \$1,088.50).

**TOTAL DUE.....\$ 1,088.50**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 3/27/19, 6/11/19, 3/5/20 and 3/10/20) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,882.95, \$826.00, \$1,241.50 and \$1,357.00, represent services and expenses in connection with various trademark and licensing matters.)

**TOTAL DUE.....\$ 6,307.45**

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 1/7/20, 1/17/20, 1/27/20, 1/27/20, 1/27/20, 1/28/20, 1/28/20, 1/28/20, 1/28/20, 1/28/20, 1/29/20, 1/29/20, 1/31/20 and 1/31/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Isolation of Pure Cannabinoids from Cannabis” - \$1,860.37; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$1,442.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$1,245.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” – \$913.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$1,102.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$870.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$1,039.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$848.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$892.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - \$1,110.00; “Biologically Active Cannabidiol Analogs” - \$513.00; “Biologically Active Cannabidiol Analogs” - \$1,231.00; “Biologically Active Cannabidiol” - \$2,063.05; “Biologically Active Cannabidiol” - \$402.65, respectively.)

**TOTAL DUE.....\$ 15,531.07**

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Payment of legal fees for professional services rendered by Stites & Harbison (two statements dated 1/22/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Highly Purified Amphotericin B" - \$72.00; "Stabilized Formulation of Triamcinolone Acetonide" - \$38.00)

**TOTAL DUE.....\$ 110.00**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 2/19/20 and 2/19/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$4,072.50 and \$634.48, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 4,706.98**

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**1. SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**

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

- a. **MSU** – On March 10, 2020, Commissioner Alfred Rankins, Jr. approved the Ground Lease Agreement between Mississippi State University and the House Corporation of Mississippi Theta of Sigma Alpha Epsilon for the lease of Lot #1, Fraternity Hill Subdivision on the Mississippi State campus. The term of the lease is 50 years at a cost of \$50.00. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
- b. **MSU** – On March 11, 2020, Commissioner Alfred Rankins, Jr. approved Lease Agreement between Mississippi State University and the MSU Research & Technology Corporation for approximately 352 square feet of space in the Thad Cochran Research, Technology & Economic Development Park for use by the MSU Small Business Development Center, as well as the request to make prepayments of the monthly lease payments under this Agreement. The term of the lease is three years beginning March 1, 2020, at a cost of \$450 per month payable in advance on the first day of each calendar month, for a contract total of \$16,200. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
- c. **MSU** – On March 12, 2020, Commissioner Alfred Rankins, Jr. approved Lease Agreement between Mississippi State University and the MSU Research & Technology Corporation for approximately 704 square feet of space in the Thad Cochran Research, Technology & Economic Development Park, as well as the request to make prepayments of the monthly lease payments under this Agreement. The leased space is for the use of the Boots to Business Revenue Readiness grant program. The term of the lease is 23 ½ months beginning March 15, 2020, at a cost of \$880 per month for 23 months and \$440 for the initial ½ month, for a contract total of \$20,240. These monthly rental payments are payable in advance on the first day of each calendar month, pursuant to paragraph 4 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 Policy 707.03 Approval for Prepayment for Goods or Services.
- d. **MSU** – On March 12, 2020, Commissioner Alfred Rankins, Jr. approved Lease Agreement between Mississippi State University and the MSU Research & Technology Corporation for approximately 352 square feet of space in the Thad Cochran Research, Technology & Economic Development Park, as well as the request to make prepayments of the monthly lease payments under this Agreement. The leased space is for the use of the Veterans Business Outreach Center. The term of the lease is 35 ½ months beginning March 15, 2020, at a cost

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of \$440 per month for 35 months and \$220 for the initial ½ month, for a contract total of \$16,60. These monthly rent payments are payable in advance on the first day of each calendar month, pursuant to paragraph 4 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 Policy 707.03 Approval for Prepayment for Goods or Services.

- e. **UMMC** – On March 10, 2020, Commissioner Alfred Rankins, Jr. approved the Venue Use Agreement between the University of Mississippi Medical Center and The Faulkner Building, LLC for UMMC’s use of the event space for a graduation celebration for the Associated Student Body to be held on Wednesday, May 20, 2020. The reservation fee in the amount of \$4,500 plus a refundable security deposit in the amount of \$1,000 is due in advance on or about April 1, 2020. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
- f. **UMMC** – On March 16, 2020, Commissioner Alfred Rankins, Jr. approved the rental agreement/quote document between the University of Mississippi Medical Center and Bunnell, Inc. for UMMC’s rental of LifePulse High Frequency Jet Ventilators on an as-needed basis. The term of the agreement is one year from the date of execution, which is estimated to be on or about April 1, 2020. The estimated cost of this agreement is \$99,000. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
- g. **UMMC** – On March 17, 2020, Commissioner Alfred Rankins, Jr. approved the Medical Office Building Lease Agreement between the University of Mississippi Medical Center and Methodist Hospital and Rehabilitation Center, Inc. for approximately 1,545 of medical office space in the Methodist Rehabilitation Center in Jackson. The existing lease will expire on April 30, 2020. The purpose of this amendment is to extend the term of the lease by two years through April 30, 2022. The annual rent remains \$29,355 payable in advance in monthly installments of \$2,446.25 each. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
- h. **UMMC** – On March 17, 2020, Commissioner Alfred Rankins, Jr. approved the Hunting and Fishing Lease Agreement between the University of Mississippi Medical Center and LDC Corp. for property located at Township 8, Range 1 East, Madison County, MS for use by LDC for agricultural purposes including hunting and fishing. This lease replaces an existing lease that will expire on March 31, 2020. The term of the lease is one year beginning April 1, 2020, and the anticipated revenue generated by this lease is \$5,000 over the one-year term. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

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**ADMINISTRATION/POLICY**  
**April 16, 2020**

- i. **UMMC** – On March 17, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Medical Center and Greenwood Leflore Airport dated July 25, 2017 for approximately 7,960 square feet of office space for use by the AirCare 4 air ambulance staff and approximately 8,000 square feet of ground space for the placement of a fuel tank. The purpose of this amendment is to change the reference for UMMC’s aviation operations contractor in Section Three, Rental from PHI Air Medical, LLC to Med-Trans Corporation effective May 4, 2020. All other provisions of the existing Lease Agreement remain unchanged. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
- j. **UMMC** – On March 18, 2020, Commissioner Alfred Rankins, Jr. approved the Part-Time Space Occupancy Lease Agreement between the University of Mississippi Medical Center and Cardiology Associates of North Mississippi and the request for approval to make prepayments as part of that agreement. The lease is for approximately 749 square feet of clinic space at 499 Midtown Point in Tupelo for use as a cardiology transplant clinic one day per month. This lease will replace an existing 5-year lease that will expire on June 22, 2020. The term of this agreement is one year beginning June 1, 2020, with four additional one-year automatic renewal terms through May 31, 2025. The initial monthly rental rate is \$68.91 and will increase annually by 2%. Rent is due in advance on the first day of each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
- k. **UMMC** – On March 18, 2020, Commissioner Alfred Rankins, Jr. approved the Rental Agreement between the University of Mississippi Medical Center and Mississippi Tent & Party Rental, LLC for the provision of tents, walls, lights, tables, chairs, cones and an HVAC and generator package for the purpose of providing COVID-19 testing at the Mississippi Fairgrounds. The initial cost estimate for 1 month is \$55,467.50. Payment in full is required in advance of delivery. The initial term of this agreement is one month, but UMMC requested and received approval of an amount up to \$99,999 should circumstances require an extension 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 Policy 707.03 Approval for Prepayment for Goods or Services.