

# Board Book

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June 18, 2020

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MISSISSIPPI BOARD OF TRUSTEES OF STATE  
INSTITUTIONS OF HIGHER LEARNING

# Board Meeting Outline

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

## MEETINGS SCHEDULE

Finance Committee | June 17, 2020, 2:00p | IHL Board Room  
Health Affairs Committee | June 17, 2020, 3p|  
| UMMC Office of the Vice Chancellor  
**IHL Board Meeting** | June 18, 2020, 9:00a | IHL Board Room

## CALL TO ORDER INVOCATION INTRODUCTION OF GUESTS

Trustee Dr. Ford Dye  
Trustee Dr. Alfred McNair  
Trustee Dr. Ford Dye

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**ADJOURNMENT**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 21, 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 May 21, 2020 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham (by phone), Mr. Tom Duff (by phone), Dr. Ford Dye, Mr. Shane Hooper (by phone), Ms. Ann H. Lamar (by phone), Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin (by phone), Dr. Alfred E. McNair, Jr. (by phone), Mr. Chip Morgan (by phone), Mr. Gee Ogletree (by phone), Mr. Hal Parker (by phone), and Dr. J. Walt Starr (by phone). The meeting was called to order by Dr. Ford Dye, President, with Trustee Ann Lamar providing 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.**

**INTRODUCTION OF GUESTS**

- Trustee Steven Cunningham welcomed Dr. Earlexia Norwood, President of the Jackson State University National Alumni Association since 2018 and thanked her for joining the meeting via webcast. President Dye also welcomed Dr. Norwood.

**APPROVAL OF THE MINUTES**

On motion by Trustee McNair, seconded by Trustee Duff, with Trustee Lamar absent and not voting, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on April 16, 2020.

**CONSENT AGENDAS**

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

**ACADEMIC AFFAIRS**

1. **SYSTEM** – Approved a tenure clock extension for COVID-19 related disruption in faculty teaching, research, and service. Per Board Policy 403.0101 Minimum Standards for Tenured Employment, beginning with tenure-track appointments to any professorial rank, faculty must be reviewed for tenure during the sixth academic year of the probationary period. Due to the extraordinary disruption in faculty research progression, instruction, and service opportunities caused by the current COVID-19 pandemic, IHL universities are authorized to extend the probationary period for tenure-track faculty for up to twelve months.



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STATE INSTITUTIONS OF HIGHER LEARNING  
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**FINANCE**

2. **UM** – Approved the request to enter a contract with Apogee Telecom, Inc. to procure cable television and IPTV services for the University of Mississippi’s residential halls along with administrative and academic buildings on campus. The term of the contract begins on June 1, 2020 and continues for an initial term of sixty (60) months ending on May 31, 2025. The agreement will automatically renew at the end of the initial term, and if applicable, at the end of the first renewal term, for a successive term of two (2) years unless either party notifies the other in writing of its election not to renew at least sixty (60) days in advance of the expiration of the initial or renewal term then in effect. If both renewal terms are implemented, the contract will end on May 31, 2029. The contract amount includes video service fees that will be \$264,640.08 per year with a potential increase of no more than 4% per year. If the University cannot receive local channels over the air, an additional charge of \$47,376 will be incurred each year with a potential increase not to exceed 4% per year. While the total contract amount could be as low as \$1,323,200.40 (with no renewal terms, no increase in fees, and the University receives local channels over the air), the maximum charges could total \$3,302,002.29. A breakdown of costs is included in the bound *May 21, 2020 Board Book*. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay each monthly payment. The funding source for this contract will be self-generated funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
3. **UMMC** – Approved the request to escalate its University Hospital Budget for FY 2020. The escalation is requested in anticipation of federal funds being made available to offset costs associated with COVID-19. The Board authorized UMMC to exercise additional spending authority for federal funds.

University of Mississippi Medical Center FY 2020 University Hospital Budget by Major Object			
Category	Original FY 2020 Operating Budget	Revision/ Escalation	Revised FY 2020 Operating Budget
Salaries, Wages, and Fringe Benefits	\$ 738,839,087	\$ -	\$ 738,839,087
Travel and Subsistence	1,557,647	-	1,557,647
Contractual Services	196,591,034	-	196,591,034
Commodities	303,331,494	-	303,331,494
Capital Outlay: Non-Equipment	42,690,908	-	42,690,908
Capital Outlay: Equipment	13,735,456	-	13,735,456
Subsidies, Loans, and Grants	14,921,331	-	14,921,331
PSOA	-	100,000,000	100,000,000
Non-Mandatory Transfers	-	-	-
Increase in Fund Balance	-	-	-
<b>Total</b>	<b>\$ 1,311,666,957</b>	<b>\$ 100,000,000</b>	<b>\$ 1,411,666,957</b>

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
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University of Mississippi Medical Center FY 2020 University Hospital Budget by Functional Category			
Category	Original FY 2020 Operating Budget	Revision/ Escalation	Revised FY 2020 Operating Budget
Instruction	\$ 46,155,495	\$ -	\$ 46,155,495
Research	-	15,000,000	15,000,000
Public Service	-	-	-
Academic Support	-	-	-
Student Services	-	-	-
Institutional Support	-	-	-
Operation and Maintenance	-	-	-
Inpatient Nursing Services	193,132,044	85,000,000	278,132,044
Professional Service	376,589,326	-	376,589,326
Ambulatory Service	410,048,052	-	410,048,052
Patient and General Support	34,383,558	-	34,383,558
Operational Service	251,358,480	-	251,358,480
Non-Mandatory Transfers	-	-	-
Increase in Fund Balance	-	-	-
<b>Total</b>	<b>\$ 1,311,666,957</b>	<b>\$ 100,000,000</b>	<b>\$ 1,411,666,957</b>

University of Mississippi Medical Center FY 2020 University Hospital Budget by Revenue Source			
Category	Original FY 2020 Operating Budget	Revision/ Escalation	Revised FY 2020 Operating Budget
Student Fees	\$ -	\$ -	\$ -
Governmental Appropriations	10,180,025	-	10,180,025
Grants and Contracts	-	100,000,000	100,000,000
Sales and Services	1,254,185,778	-	1,254,185,778
Other	47,301,152	-	47,301,152
Increase in Fund Balance	-	-	-
<b>Total</b>	<b>\$ 1,311,666,957</b>	<b>\$ 100,000,000</b>	<b>\$ 1,411,666,957</b>

4. **UMMC** – Approved the request to escalate its Consolidated Budget for FY 2020. The escalation is requested in anticipation of federal funds being made available to offset costs associated with COVID-19. The Board authorized UMMC to exercise additional spending authority for federal funds.

University of Mississippi Medical Center FY 2020 Consolidated Budget by Major Object			
Category	Original FY 2020 Operating Budget	Revision/ Escalation	Revised FY 2020 Operating Budget
Salaries, Wages, and Fringe Benefits	\$ 961,933,687	\$ -	\$ 961,933,687
Travel and Subsistence	5,542,996	-	5,542,996
Contractual Services	270,159,122	-	270,159,122
Commodities	311,285,850	-	311,285,850
Capital Outlay: Non-Equipment	46,534,127	-	46,534,127
Capital Outlay: Equipment	27,396,046	-	27,396,046
Subsidies, Loans, and Grants	18,090,287	-	18,090,287
PSOA	75,009,465	100,000,000	175,009,465
Non-Mandatory Transfers	-	-	-
Increase in Fund Balance	-	-	-
<b>Total</b>	<b>\$ 1,715,951,580</b>	<b>\$ 100,000,000</b>	<b>\$ 1,815,951,580</b>

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<b>University of Mississippi Medical Center FY 2020 Consolidated Budget by Functional Category</b>			
<b>Category</b>	<b>Original FY 2020 Operating Budget</b>	<b>Revision/ Escalation</b>	<b>Revised FY 2020 Operating Budget</b>
Instruction	\$ 184,832,554	\$ -	\$ 184,832,554
Research	75,531,844	15,000,000	90,531,844
Public Service	-	-	-
Academic Support	16,167,112	-	16,167,112
Student Services	1,418,220	-	1,418,220
Institutional Support	128,107,865	-	128,107,865
Operation and Maintenance	44,382,525	-	44,382,525
Inpatient Nursing Services	193,132,044	85,000,000	278,132,044
Professional Service	376,589,326	-	376,589,326
Ambulatory Service	410,048,052	-	410,048,052
Patient and General Support	34,383,558	-	34,383,558
Operational Service	251,358,480	-	251,358,480
Non-Mandatory Transfers	-	-	-
Increase in Fund Balance	-	-	-
<b>Total</b>	<b>\$ 1,715,951,580</b>	<b>\$ 100,000,000</b>	<b>\$ 1,815,951,580</b>

<b>University of Mississippi Medical Center FY 2020 Consolidated Budget by Revenue Source</b>			
<b>Category</b>	<b>Original FY 2020 Operating Budget</b>	<b>Revision/ Escalation</b>	<b>Revised FY 2020 Operating Budget</b>
Student Fees	\$ 43,262,136	\$ -	\$ 43,262,136
Governmental Appropriations	172,873,959	-	172,873,959
Grants and Contracts	75,009,465	100,000,000	175,009,465
Sales and Services	1,254,185,778	-	1,254,185,778
Other	170,620,243	-	170,620,243
Increase in Fund Balance	-	-	-
<b>Total</b>	<b>\$ 1,715,951,580</b>	<b>\$ 100,000,000</b>	<b>\$ 1,815,951,580</b>

5. **UMMC** – Approved the request to enter an In-Hospital Dialysis Services Agreement with Bio-Medical Applications of Mississippi, Inc., which is an affiliate of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America (collectively, “Bio-Medical”). Under the In-Hospital Services Agreement, Bio-Medical will provide inpatient hemodialysis to patients at UMMC Grenada as required and ordered by a medical provider. The term of the agreement is three (3) years, from June 1, 2020, through May 31, 2023. The estimated cost over the three (3) year term of the contract is \$700,000. The total cost includes a monthly flat fee and hourly service charges, as well as variables including services provided outside of regular business hours or on holidays, cancelled procedures, additional disinfection, additional UMMC-required education, and patient volume increases. UMMC has included a five percent (5%) annual increase beginning in year two (2) to allow for price increases and potential volume growth. 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.

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6. **UMMC** – Approved the request to amend the Services Agreement with Cross Country Staffing, Inc. (Cross Country) to add central sterile processing technicians to the agreement. The agreement is for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. Cross Country will provide licensed nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians to staff all inpatient areas. The term of the Agreement remains two (2) years, from July 1, 2019, through June 30, 2021. The amendment does not change the term of the agreement. The total cost of amended agreement remains unchanged at \$9,877,840. Fees are based upon hourly rates for the nurses and technicians. 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.
7. **UMMC** – Approved the request to enter an amendment to the current Standard Terms and Conditions with MediQuant, LLC (MediQuant) (successors in interest to MediQuant, Inc.) to extend the term of the agreement for a period of one (1) year and to enter Service Order 4 (SO4) to continue access to the MediQuant system that provides data storage and access management services to UMMC for its legacy clinical and financial data. The term of the amendment to the Standard Terms and Conditions and SO4 is twelve (12) months, from June 1, 2020, through May 31, 2021. The total term of the Standard Terms and Conditions and associated service orders is six (6) years, from June 1, 2015, through May 31, 2021. The total estimated cost of the SO4 is \$102,264.00. The total cost of the Standard Terms and Conditions Agreement is \$1,981,724.07. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay the monthly access fees. This agreement will be funded by patient care revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
8. **UMMC** – Approved the request to enter an Instrument Lease Proposal with Werfen USA LLC d/b/a Instrumentation Laboratory (IL) for the lease of four (4) coagulation instruments and the purchase of related supplies needed for diagnostic testing, service, and software on the instruments. The instruments and supplies are used to perform coagulation tests which measure a patient's ability to clot. This testing allows a physician to assess a patient's risk of excessive bleeding and monitor those with a bleeding disorder. The Board also approved the request to add and remove items from the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is five (5) years, from June 1, 2020, through May 31, 2025. The total estimated cost over the five (5) year term is \$4,075,000. UMMC has included an annual fifteen percent (15%) increase for potential cost increases and patient volume growth. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay the service on an annual basis. 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.
9. **UMMC** – Approved the request to enter the Sixth Amendment to the Standard License Agreement with Wolters Kluwer Clinical Drug Information, Inc. (WKCDI) (successor-in-interest to Clinical Drug Information, LLC) for the Medi-Span drug databases. The Sixth

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Amendment will extend the current license term for one (1) additional year and assign the interest to WKCDI thereby aligning UMMC's agreement with the company's reorganization. The total term of the amended Agreement is nine (9) years, from June 1, 2012, through May 31, 2021. The Sixth Amendment extends the Agreement by one (1) year. The cost of the Sixth Amendment is \$112,793.00. The total cost of the amended agreement is \$850,449.00. This agreement will be funded through hospital patient revenue for licenses utilized by UMMC, but for licenses for Epic Community Connect clients, the cost will be reimbursed to UMMC by the client. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

**REAL ESTATE**

10. **MSU** – Approved the request to increase the budget for **IHL #413-002, Forest & Wildlife Facilities**, from \$4,172,500 to \$5,172,500, an increase of \$1,000,000, and to add MSU funds as a funding source to the project. Recent bids have indicated to the university that construction prices are rising. The new budget reflects the current bid prices. This project will replace a greenhouse, add greenhouse support facilities, construct an Avian research building, and construct a multi-purpose research building. Funds are available from HB 1649, Laws of 2018 (\$4,172,500) and MSU Funds (1,000,000).

**LEGAL**

11. **ASU** – Approved the proposed affiliation agreement between the University and The Alcorn 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 the agreement is included in the *May 21, 2020 Board Book*.
12. **JSU** -Approved the proposed affiliation agreement between the University and the Jackson State University National Alumni Association, 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 the agreement is included in the *May 21, 2020 Board Book*.
13. **JSU** – Approved the proposed affiliation agreement between the University and the Jackson State University Development 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 the agreement is included in the bound *May 21, 2020 Board Book*.
14. **JSU** – Approved the proposed affiliation agreement between the University and the Blue Bengal Athletic Association, 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

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with applicable law and IHL Board of Trustees *Policies and Bylaws*. A copy of the agreement is included in the *May 21, 2020 Board Book*.

15. **JSU** – Approved the affiliation agreement between the University and The JSU Tiger Fund Athletic 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 the agreement is included in the *May 21, 2020 Board Book*.
16. **JSU** – Approved the proposed affiliation agreement between the University and the Mississippi e-Center 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 the agreement is included in the *May 21, 2020 Board Book*.
17. **USM** – Approved the proposed affiliation agreement between the University and The University of Southern Mississippi Athletic 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 the agreement is included in the *May 21, 2020 Board Book*.

**PERSONNEL REPORT**

18. **Change of Status**

**University of Southern Mississippi**

Lachel Story; *from* Executive Associate Dean, College of Nursing and Health Professions; salary \$113,355 per annum, pro rata; E&G Funds; 12-month contract; *to* Dean, College of Nursing and Health Professions; salary \$202,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2020

19. **Sabbatical**

**Mississippi State University**

Randall D. Little; Professor of Agricultural Economics; *from* salary \$116,248 per annum, pro rata; E&G Funds, Designated Funds and Separately Appropriated Funds; 12-month contract; *to* salary \$45,593 for sabbatical period; E&G Funds, Designated Funds and Separately Appropriated Funds; effective January 1, 2021 to May 15, 2021; professional development

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20. **Tenure**

**Alcorn State University**

- Keerthi Mandyam; *promotion* to Associate Professor; Department of Agriculture; effective August 18, 2020
- Girish K. S. Panicker; *promotion* to Professor; Department of Agriculture; effective August 18, 2020

**Delta State University**

- Laurissa Backlin; *promotion* to Associate Professor; Department of Music; effective August 12, 2020
- Jonathan Westfall; *promotion* to Associate Professor; Division of Counselor Education and Psychology; effective August 12, 2020
- Zinaida Taran; *promotion* to Associate Professor; Division of Management, Marketing, and Business Administration; effective August 12, 2020

**Mississippi University for Women**

- Ashley Chisolm; Associate Professor; Department of Legal Studies; effective August 17, 2020
- Hunter Manasco; Associate Professor; Department of Speech-Language Pathology; effective August 17, 2020
- Caroline Payne-Purvis; Associate Professor; Department of Health and Kinesiology; effective August 17, 2020

**University of Mississippi**

- Katie Elizabeth Barber; *promotion to* Associate Professor; Department of Pharmacy Practice; effective July 1, 2020
- Richard Scott Balkin; Professor; Department of Leadership and Counselor Education; effective July 1, 2020
- Joshua Kemp Brinlee; *promotion to* Associate Professor; Department of Art and Art History; effective July 1, 2020
- Brett Wooten Cantrell; *promotion to* Associate Professor; Department of Accountancy; effective July 1, 2020
- Valerio Cappozzo; *promotion to* Associate Professor; Department of Modern Languages; effective July 1, 2020
- Cheng Cheng; *promotion to* Associate Professor; Department of Economics; effective July 1, 2020
- Mahavir Bhupal Chougule; Associate Professor; Department of Pharmaceutics and Drug Delivery; effective July 1, 2020
- Ashley Sorey Dees; *promotion to* Research and Instruction Librarian and Associate Professor; University Libraries; effective July 1, 2020
- Erin Elizabeth Drew; *promotion to* Associate Professor; Department of English; effective July 1, 2020

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- Daniel W. Durkin; Associate Professor; Department of Social Work; effective July 1, 2020
- John Ryan Gardner; *promotion to* Associate Professor; Department of Economics; effective July 1, 2020
- Phillis L. George; *promotion to* Associate Professor; Department of Higher Education; effective July 1, 2020
- Melissa Allee Ginsburg; *promotion to* Associate Professor; Department of English; effective July 1, 2020
- Zachary K. Guthrie; *promotion to* Associate Professor; Department of History; effective July 1, 2020
- Joseph Hampton Holland; *promotion to* Associate Professor; Department of Public Policy Leadership; effective July 1, 2020
- Erik F. Y. Hom; *promotion to* Associate Professor; Department of Biology; effective July 1, 2020
- Benjamin Thomas Jones; *promotion to* Associate Professor; Department of Political Science; effective July 1, 2020
- Jonah Wesley Jurss; *promotion to* Associate Professor; Department of Chemistry and Biochemistry; effective July 1, 2020
- Savannah Lea Kelly; *promotion to* Research and Instruction Librarian and Associate Professor; University Libraries; effective July 1, 2020
- Alexandria K. Kerwin; *promotion to* Associate Professor; Department of Leadership and Counselor Education; effective July 1, 2020
- Kofan Lee; *promotion to* Associate Professor; Department of Health, Exercise Science, and Recreation Management; effective July 1, 2020
- Samuel T. Lisi; *promotion to* Associate Professor; Department of Mathematics; effective July 1, 2020
- Jeremy Paul Loenneke; *promotion to* Associate Professor; Department of Health, Exercise Science, and Recreation Management; effective July 1, 2020
- Robert Gerald Magee; *promotion to* Associate Professor; School of Journalism and New Media; effective July 1, 2020
- Amy Denise McDowell; *promotion to* Associate Professor; Department of Sociology and Anthropology; effective July 1, 2020
- Brian Frederic Platt; *promotion to* Associate Professor; Department of Geology and Geological Engineering; effective July 1, 2020
- Meagen Marie Rosenthal; *promotion to* Associate Professor and Research Associate Professor; Department of Pharmacy Administration; effective July 1, 2020
- Alicia Cooper Stapp; *promotion to* Associate Professor; Department of Teacher Education; effective July 1, 2020
- Alysia Marie Steele; *promotion to* Associate Professor; School of Journalism and New Media; effective July 1, 2020
- James Alfred Stewart, Jr.; Associate Professor; Department of Biomolecular Sciences; effective July 1, 2020



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- Catarina Passidomo Townes; *promotion to* Associate Professor of Southern Studies and Anthropology; Department of Sociology and Anthropology; effective July 1, 2020
- Davita Watkins; *promotion to* Associate Professor; Department of Chemistry and Biochemistry; effective July 1, 2020
- Jessica C. Wilkerson; *promotion to* Associate Professor; Department of History; effective July 1, 2020
- Lance David Yarbrough; *promotion to* Associate Professor; Department of Geology and Geological Engineering; effective July 1, 2020

**University of Mississippi Medical Center**

- Brian Akerley; Associate Professor; Department of Microbiology and Immunology; effective July 1, 2020
- Jennifer Bain; Associate Professor; Department of Periodontics & Preventive Science; effective July 1, 2020
- Patrick Bergin; Associate Professor; Department of Orthopedic Surgery and Rehabilitation; effective July 1, 2020
- Sherry Colson; Associate Professor; Department of Physical Therapy; effective July 1, 2020
- Yuanyuan Duan; *promotion to* Associate Professor; Department of Biomedical Materials Science; effective July 1, 2020
- Lir-Wan Fan; Professor; Department of Pediatrics; effective July 1, 2020
- Eric George; Associate Professor; Department of Physiology & Biophysics; effective July 1, 2020
- Cynthia Karlson; Associate Professor; Department of Pediatrics; effective July 1, 2020
- Lillian Lien; Professor; Department of Medicine; effective July 1, 2020
- Crystal Lim; Associate Professor; Department of Psychiatry & Human Behavior; effective July 1, 2020
- Nita Maihle; Professor; Department of Medicine; effective July 1, 2020
- William Moskowitz; Professor; Department of Pediatrics; effective July 1, 2020
- Julie Sanford; Professor; Nursing; effective July 1, 2020
- Sarah Sterling; Associate Professor; Department of Emergency Medicine; effective July 1, 2020
- Kedra Wallace; Associate Professor; Department of Obstetrics & Gynecology; effective July 1, 2020
- Kimberly Willis; Associate Professor; Department of Physical Therapy; effective July 1, 2020
- Keli Xu; *promotion to* Associate Professor; Department of Neurobiology & Anatomical Sciences; effective July 1, 2020

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**University of Southern Mississippi**

- Kathryn Anthony; *promotion* to Associate Professor; School of Communication; College of Arts and Sciences; effective August 17, 2020
- Jason Azoulay; *promotion* to Associate Professor; School of Polymer Science and Engineering; College of Arts and Sciences; effective August 17, 2020
- Bret Blackmon; *promotion* to Associate Professor; School of Social Work; College of Education and Human Sciences; effective August 17, 2020
- Hamett Quincy Brown; *promotion* to Associate Professor; School of Interdisciplinary Studies and Professional Development; College of Arts and Sciences; effective August 17, 2020
- Maarten Buijsman; *promotion* to Associate Professor; School of Ocean Science and Engineering; College of Arts and Sciences; effective August 17, 2020
- Allen Chen; *promotion* to Associate Professor; School of Performing and Visual Arts; College of Arts and Sciences; effective August 17, 2020
- Audra Classen; *promotion* to Associate Professor; School of Education; College of Education and Human Sciences; effective August 17, 2020
- Jacob Cotton; *promotion* to Associate Professor; School of Performing and Visual Arts; College of Arts and Sciences; effective August 17, 2020
- Daniel Credeur; *promotion* to Associate Professor; School of Kinesiology and Nutrition; College of Education and Human Sciences; effective August 17, 2020
- Xiaojie Duan; *promotion* to Associate Professor; University Libraries; effective August 17, 2020
- Michele Frasier-Robinson; *promotion* to Associate Professor; University Libraries; effective August 17, 2020
- Kevin Greene; *promotion* to Associate Professor; School of Humanities; College of Arts and Sciences; effective August 17, 2020
- Joshua Hill; *promotion* to Associate Professor; School of Criminal Justice, Forensic Science and Security; College of Arts and Sciences; effective August 17, 2020
- James Howell; *promotion* to Associate Professor; School of Education; College of Education and Human Sciences; effective August 17, 2020
- Courtney Luckhardt; *promotion* to Associate Professor; School of Humanities; College of Arts and Sciences; effective August 17, 2020
- Jacqueline McIlwain; *promotion* to Associate Professor; School of Music; College of Arts and Sciences; effective August 17, 2020
- Julie Pigza; *promotion* to Associate Professor; School of Mathematics and Natural Sciences; College of Arts and Sciences; effective August 17, 2020
- Jonathan Pluskota; *promotion* to Associate Professor; School of Communication; College of Arts and Sciences; effective August 17, 2020
- Rebecca Powell; *promotion* to Associate Professor; School of Humanities; College of Arts and Sciences; effective August 17, 2020
- Michong Rayborn; *promotion* to Associate Professor; School of Leadership and Advanced Nursing Practice; College of Nursing and Health Professions; effective August 17, 2020

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- Charles Scheer; *promotion* to Associate Professor; School of Criminal Justice, Forensic Science and Security; College of Arts and Sciences; effective August 17, 2020
- Emily Stanback; *promotion* to Associate Professor; School of Humanities; College of Arts and Sciences; effective August 17, 2020
- Wei Wang; *promotion* to Associate Professor; School of Management; College of Business and Economic Development; effective August 17, 2020
- Reginald Wilson; *promotion* to Associate Professor; School of Accountancy; College of Business and Economic Development; effective August 17, 2020
- Lindsay Wright; *promotion* to Associate Professor; School of Child and Family Sciences; College of Education and Human Sciences; effective August 17, 2020
- Xiaodong Zhang; Professor; School of Ocean Science and Engineering; College of Arts and Sciences; effective August 17, 2020

**REGULAR AGENDAS**

**ACADEMIC AFFAIRS**

Presented by Trustee Steven Cunningham, Chair

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

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

SCHOOL OF NURSING	PROGRAM TYPE	ACCREDITATION STATUS
Alcorn State University	ADN BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation Initial Accreditation
Belhaven University	BSN	Continuing Accreditation
Coahoma Community College	ADN	Continuing Accreditation
Copiah-Lincoln Community College	ADN	<b>Continuing Accreditation with Conditions<sup>1</sup></b>
Delta State University	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Full Accreditation
East Central Community College	ADN	Continuing Accreditation
East Mississippi Community College	ADN	Continuing Accreditation
Hinds Community College	ADN	Continuing Accreditation
Holmes Community College	ADN	<b>Continuing Accreditation with Conditions<sup>2</sup></b>
Itawamba Community College	ADN	<b>Continuing Accreditation with Conditions<sup>3</sup></b>
Jones County Junior College	ADN	Continuing Accreditation
Meridian Community College	ADN	Continuing Accreditation

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SCHOOL OF NURSING	PROGRAM TYPE	ACCREDITATION STATUS
Mississippi College	BSN MSN	Continuing Accreditation Initial Accreditation
Mississippi Delta Community College	ADN	Continuing Accreditation
Mississippi Gulf Coast Community College	ADN	Continuing Accreditation
Mississippi University for Women	ADN BSN MSN DNP	Continuing Accreditation <b>Continuing Accreditation with Conditions<sup>4</sup></b> Continuing Accreditation Full Accreditation
Northeast Mississippi Community College	ADN	Continuing Accreditation
Northwest Mississippi Community College	ADN	Continuing Accreditation
Pearl River Community College	ADN	Continuing Accreditation
Southwest Mississippi Community College	ADN	Continuing Accreditation
University of Mississippi Medical Center	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation
University of Southern Mississippi	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation
William Carey University	BSN MSN	Continuing Accreditation Continuing Accreditation

<sup>1</sup>**Copiah Lincoln Community College**

- **REASON:** ADN program non-compliant with two out of six ACEN Accreditation Standards: Standard 4. Curriculum and Standard 6. Outcomes.  
**CONDITION: must submit a follow-up report to ACEN in spring 2020.**

<sup>2</sup>**Holmes Community College**

- **REASON:** ADN program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2. b. Degree Completion Rate **60% or above** over a three-year period; ADN program degree completion rate for three-year period **57.82%** (2016/17 – 60.40%; 2017/18 – 57.46%; 2018/19 – 55.00%).  
**CONDITION: must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/20.**

<sup>3</sup>**Itawamba Community College**

- **REASON:** ADN program non-compliant with IHL Standard II. Faculty and Staff. State Specific Requirements 2.g. Preceptors 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.  
**CONDITION: must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/20.**

<sup>4</sup>**Mississippi University for Women**

- **REASON:** BSN program non-compliant with IHL Standard II. Faculty and Staff. State Specific Requirements 2.g. Preceptors 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.  
**CONDITION: must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/20.**

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**FINANCE AGENDA**

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve items #1 and #2 as submitted on the Finance Agenda. Trustee Gee Ogletree recused himself from voting on items #3 - #9 on the Finance Agenda by disconnecting from the call before there was any discussion or vote regarding the same. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Ogletree absent and not voting, all Trustees legally present and participated voted unanimously to approve items #3 - #9. Trustee Ogletree reconnected to the call following the conclusion of the discussion and vote on items #3 - #6 on the Finance Agenda. Trustee McNair recused himself from voting on item #10 on the Finance Agenda by disconnecting from the call before there was any discussion or vote regarding the same. On motion by Trustee Duff, seconded by Trustee Starr, with Trustee McNair absent and not voting, all Trustees legally present and participated voted unanimously to approve item #10. Trustee McNair reconnected to the call following the conclusion of the discussion and vote on item #10 on the Finance Agenda.

1. **SYSTEM** – Approved the request to ask for a deficit appropriation for Fiscal Year 2020 from the state Legislature for additional costs and lost revenues related to the COVID 19 pandemic. The COVID 19 pandemic has caused an unprecedented disruption to the operation of system institutions including restricting access to campus facilities to help preserve the safety of students, faculty, and staff as well as significant reduction in non-COVID 19 medical services at the University of Mississippi Medical Center. As a result the Board granted the system the authority to present the severe financial needs to the Mississippi Legislature to request deficit funding through funds made available through the Coronavirus Aid, Relief, and Economic Security (CARES) Act and other resources as may be available. **(See Composite Exhibit 1.)**
2. **SYSTEM** – Approved for final reading the FY 2021 proposed resident and non-resident tuition rate increases for Delta State University and waived the thirty-day review requirement as mandated by Board Policy 702.04 Approval Process subsection C Consideration of Requests. No increases were requested for the other institutions or the professional schools at any institution for FY 2021. **(See Composite Exhibit 2.)** The Board approved for final reading the proposed increases in the student room rate at Mississippi Valley State University and the student board rates at Delta State University and Jackson State University effective FY 2021 and waived the requirement for a second reading as mandated by Board Policy 702.04 Approval Process subsection C Consideration of Requests. **(See Composite Exhibit 3.)**
  - a. The Board approved the request by Alcorn State University to institute a Student Technology Fee of \$20.00 per credit hour up to full-time (12 hours). The Technology Fee is applicable to all students (resident, non-resident, on-line, and on any campus) to provide a stable base of support for technology that directly affects our student body academic learning. This fee will be assessed for all academic terms with classes starting after August 1, 2020. Based on current enrollment, ASU projects this fee to generate approximately \$626,564 of new revenue annually. A list of planned uses for the total technology fee revenue is included in the *May 21*,

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*2020 Board Book.* The Board waived the thirty-day review requirement as mandated by Board Policy 702.04 Approval Process subsection C Consideration of Requests. **(See Exhibit 4.)**

- b. The Board approved the request by Alcorn State University to institute a \$50 Capital Improvement Fee applicable to all students (resident, non-resident, on-line, and on any campus) in order to provide a stable base of support for capital projects. This fee will be assessed and capped at \$50.00 per term and will be assessed for all academic terms with classes starting after August 1, 2020. Based on current enrollment, ASU projects this fee to generate approximately \$261,068 of new revenue annually, all of which will be recorded in the plant fund and used strictly to address facility repair needs on campus. A list of planned uses for the total capital improvement revenue is included in the *May 21, 2020 Board Book*. The Board waived the thirty-day review requirement as mandated by Board Policy 702.04 Approval Process subsection C Consideration of Requests. **(See Exhibit 4.)**
3. **SYSTEM** – Approved the request to renew property insurance coverage with Affiliated FM Insurance Company (AFM) and Axis Surplus Insurance Company (Axis). AFM will provide the property coverage for the system, except for the gulf coast wind coverage. The wind and flood coverage for the gulf coast (referred to as a Difference in Conditions or “DIC” policy) includes a number of markets which share the risk. The lead insurer for the shared DIC coverage is Axis. This will be a one-year insurance policy running from May 31, 2020, to May 31, 2021. The combined premium is between approximately \$7,874,509 and \$8,431,899 for 2020-2021, depending upon the number of universities which select each deductible option. The amounts may increase or decrease through the term of the policy as universities add or decrease their insured values. Each university and the Board Office will pay its respective share of the premium which is billed and paid directly between the insurance company and the insured. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
4. **UMMC** – Approved the request to enter an Enterprise Agreement 142109 and Product Schedule 1000989 with Roche Diagnostics Corporation for the lease of twelve (12) laboratory instruments, the purchase of reagents and supplies needed for diagnostic testing, service for the instruments, and training and to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The instruments and supplies are used to perform chemistry tests, such as liver and kidney function tests, and to help diagnose and treat numerous diseases including diabetes, hepatitis, kidney conditions, fertility, and thyroid problems. The instruments will be located at the Main Clinical Laboratory in Jackson, multiple UMMC clinic locations, UMMC Grenada, UMMC Grenada Family Medicine clinic, and UMMC Holmes County Hospital. The term of Product Schedule 1000989 is six (6) years, commencing May 22, 2020, and ending May 21, 2026, or five (5) years after date of installation of the last piece of equipment, whichever is later. The term of the Enterprise Agreement will commence when signed by both parties and will continue through the last expiration of a valid Schedule. The estimated cost of the Product Schedule is \$20,780,000.00 over the six (6)

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year term. UMMC has included a fifteen percent (15%) annual increase in reagents and supplies beginning in year two (2) to account for potential price and patient volume increases. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

5. **MSU** – Approved the request to enter a contract with Southwest Airlines Co. for the purpose of air transportation services for the MSU Football team during the 2020 Football season. The contract shall commence on the date the contract is signed by both parties and terminates on the date of the last flight as set forth in the agreement. The total amount for all charters will be \$389,500.00. The payment schedule is as follows: Deposit: \$77,900.00 Due: July 15, 2020; Payment 1: \$109,760.00 Due: July 29, 2020; Payment 2: \$100,240.00 Due: August 24, 2020; and Payment 3: \$101,600.00 Due: September 14, 2020. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay a deposit prior to the flights. Prepayment is very common and most often required in this industry. The agreement will be funded by the Athletic Department. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
6. **UMMC** – Approved the request to enter a Pricing Agreement with Encore Medical, L.P. d/b/a DJO Surgical for the purchase of lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients (Total Joint). These components are necessary to provide total knee and hip replacements or revisions of previously replaced joints. The Board approved the request to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is for three (3) years, June 1, 2020 through May 31, 2023. The estimated cost of the agreement is \$12,000,000.00 over the three (3) year term. This includes a fifteen percent (15%) increase to allow for patient volume change. However, it unknown at this time which vendor's product will be selected for the specific patient, therefore UMMC has requested its total projected need for these items from each of the proposed Total Joint vendors. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
7. **UMMC** – Approved the request to enter a Product Agreement with Johnson & Johnson Health Care Systems, Inc. for the purchase and consignment of lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients (Total Joint). These components are necessary to provide total knee and hip replacements or revisions of previously replaced joints. The consignment option under the agreement allows Total Joint products to be available at all times to UMMC surgeons, ensuring immediate treatment of patients, without cost to UMMC until the products are used. The Board approved the request to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is for three (3) years, June 1, 2020 through May 31, 2023. The estimated cost of the agreement is \$12,000,000.00 over the three (3) year term. This includes a fifteen percent (15%) increase to allow for patient volume

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change. However, it unknown at this time which vendor's product will be selected for the specific patient, therefore UMMC has requested its total projected need for these items from each of the proposed Total Joint vendors. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

8. **UMMC** – Approved the request to enter a Product Pricing and Consignment Agreement with Smith & Nephew, Inc. for the purchase of lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients (Total Joint). These components are necessary to provide total knee and hip replacements or revisions of previously replaced joints. The consignment option under the agreement allows Total Joint products to be available at all times to UMMC surgeons, ensuring immediate treatment of patients, without cost to UMMC until the products are used. The Board approved the request to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is for three (3) years, June 1, 2020 through May 31, 2023. The estimated cost of the agreement is \$12,000,000.00 over the three (3) year term. This includes a fifteen percent (15%) increase to allow for patient volume change. However, it unknown at this time which vendor's product will be selected for the specific patient, therefore UMMC has requested its total projected need for these items from each of the proposed Total Joint vendors. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
9. **UMMC** – Approved the request to enter a Product Purchase Agreement with Zimmer US, Inc. for the purchase and consignment of lower extremity total joint components such as implants, instrumentation, and supplies used in surgical procedures for adult and pediatric patients (Total Joint). These components are necessary to provide total knee and hip replacements or revisions of previously replaced joints. The consignment option under the agreement allows Total Joint products to be available at all times to UMMC surgeons, ensuring immediate treatment of patients, without cost to UMMC until the products are used. The Board approved the request to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is for three (3) years, June 1, 2020 through May 31, 2023. The estimated cost of the agreement is \$12,000,000.00 over the three (3) year term. This includes a fifteen percent (15%) increase to allow for patient volume change. However, it unknown at this time which vendor's product will be selected for the specific patient, therefore UMMC has requested its total projected need for these items from each of the proposed Total Joint vendors. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
10. **UMMC** – Approved the request 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. The term



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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 was twenty-seven (27) months and five (5) days. Amendment No. 1 extends the term an additional twenty-four (24) months. 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. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay the rent on the first day of each month. This agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

**LEGAL AGENDA**

Presented by Trustee Ann Lamar, Chair

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

1. UMMC – Settlement of Tort Claim No. 1929. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**
2. USM – Settlement of IHL Self-Insured Workers' Compensation Claim No. 55-41223-1. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**

**ADMINISTRATION/POLICY AGENDA**

Presented by Commissioner Alfred Rankins, Jr.

On motion by Trustee Duff, seconded by Trustee Cunningham, with Trustees Morgan and Parker absent and not voting, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Administration/Policy Agenda. On motion by Trustee Lamar, seconded by Trustee Starr, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Hooper, seconded by Trustee Ogletree, all Trustees legally present and participating voted unanimously to approve item #3.

1. **SYSTEM** - Approved the following committee appointments by President Ford Dye:

**STANDING COMMITTEES**

Academic Affairs Committee – Dr. Steven Cunningham, Chair  
Finance Committee – Tom Duff, Chair  
Health Affairs Committee – Dr. Walt Starr, Chair  
Legal Committee – Ann Lamar, Chair  
Real Estate Committee – Chip Morgan, Chair

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**AD HOC COMMITTEES**

**Ayers Endowment Management**

Dr. Alfred McNair, Jr., Chair  
Dr. Ford Dye, Board President  
Dr. Alfred Rankins, Commissioner  
Dr. Felicia Nave, ASU President  
Thomas Hudson, JSU Acting President  
Dr. Jerryl Briggs, MVSU President  
Bruce Martin

**Diversity**

Shane Hooper, Chair  
Dr. Steven Cunningham  
Jeanne Luckey  
Chip Morgan

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

2. **SYSTEM** – Approved the appointment of Trustee Bruce Martin to serve as the IHL Board representative on the University Press of Mississippi Board of Directors for the term July 1, 2020 – June 30, 2024.
3. **SYSTEM** – Approved a resolution establishing the Board’s position on Fall 2020 campus operations. **(See Exhibit 5.)**

**INFORMATION AGENDAS**

Presented by Commissioner Alfred Rankins, Jr.

**FINANCE**

1. **IHL EXECUTIVE OFFICE** – The Mississippi Department of Information Technology Services (MS-ITS) is acting as contracting agent for the Mississippi Institutions of Higher Learning (IHL) and is entering into a Supplement to the Master Agreement and a Service Agreement with Ellucian Company, L.P. for a pool of hours for consulting and training services related to the new release implementation for Banner Software.
2. **UMMC** - The Mississippi Information Technology Services (MS-ITS) approved a Software License and Application Service Provider Agreement with Change Healthcare Technologies, LLC for the continued use of the Interqual Clinical Content software through a hosted environment. This software is used in UMMC’s Coordinated Care department and provides evidence-based clinical intelligence to support appropriate care and foster optimal utilization of resources. The Attorney General’s staff assigned to the MS-ITS reviewed the agreement prior to execution. The agreement is between Change Healthcare Technologies, LLC and MS-ITS on behalf of UMMC.
3. **UMMC** - The Mississippi Information Technology Services (MS-ITS) approved Amendment 14 to the Master Services and License Agreement with OptumInsight, Inc. on behalf of UMMC to allow Optum to perform upgrades on the Claims Manager software and provide testing and training for the conversion of iLog to Dynamic Data Driven Rules (DDR). The conversion to DDR will allow for remote data in real time related to claims management. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Agreement and related amendment are between OptumInsight, Inc. and MS-ITS on behalf of UMMC.

**MINUTES OF THE BOARD OF TRUSTEES OF  
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**REAL ESTATE**

4. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the April 16, 2020 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 6.)

**LEGAL**

5. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 7.)

**ADMINISTRATION/POLICY**

6. **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. **UMMC** – On April 20, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Medical Center and Cotton Belt Aviation, Inc. for the lease of hangar space at the Greenwood-Leflore Airport for use by UMMC's new AirCare program vendor, Med-Trans Corporation. The term of the lease is one year beginning May 1, 2020 at a total estimated cost of \$7,200. The monthly rental cost is \$350 with the potential need for additional space for transient or backup aircraft at an additional cost of \$100 per night. Monthly rental is payable in advance at the beginning of each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
  - b. **DSU** – On May 4, 2020, Commissioner Alfred Rankins, Jr. approved the extension of the service contract between Delta State University and Ellucian Management Technology, which extends the current agreement between these parties for one year from July 1, 2020 through June 30, 2021, at a cost of \$147,611.00 per month. The current term of the agreement was previously approved by the Board for a five-year term commencing July 1, 2015 and expiring on June 30, 2020 at a cost of \$139,710.00 per month. The cost of the extension does not exceed 100% of the current contract. This one-year extension has been approved by the MS Department of Information and Technology Services. All other terms of the current agreement remain unchanged during this one-year 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.

**FINANCE COMMITTEE REPORT**

Wednesday, May 20, 2020

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

1. The Committee discussed the following items.
  - a. Summer and Fall Financial scenarios

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- b. FY 2020 Deficit Appropriation Request
- c. Overview of Furlough Analysis
- d. FY 2021 Tuition, Room, Board, and Fees
- e. Maintaining Adequate Liquidity throughout the Covid19 Crisis.

**No action was taken on any of the above items.**

- 2. By consensus, the Committee adjourned.

The following Committee members were present: Tom Duff (Chair), Ms. Ann Lamar, Ms. Jeanne Luckey, Mr. Chip Morgan, and Mr. Gee Ogletree.

**HEALTH AFFAIRS  
COMMITTEE REPORT  
Wednesday, May 20, 2020**

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

- 1. The Committee discussed the Quality Report. **No action was taken.**
- 2. Executive Session

On motion by Trustee Ogletree, seconded by Trustee McNair, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee McNair, seconded by Trustee Ogletree, all Committee members 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 the strategic business plans of a public hospital.

Discussion of prospective real estate leases and related strategic business plans of a public hospital.

**During Executive Session, the following matters were discussed:**

The Committee discussed the strategic business plans related to a public hospital. **No action was taken.**

The Committee discussed prospective real estate leases and related strategic business plans of a public hospital. **No action was taken.**

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

- 3. By consensus, the Committee adjourned.

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

**MINUTES OF THE BOARD OF TRUSTEES OF  
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**ANNOUNCEMENT**

- President Dye announced the next meeting of the IHL Board will be June 18, 2020 at the Board Office in Jackson or via teleconference. The Board will likely meet on July 16, 2020.

**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 two litigation matters and a personnel matter.**

On motion by Trustee Lamar, seconded by Trustee Ogletree, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Ogletree, seconded by Trustee Cunningham, 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 the University of Mississippi.

Discussion of a litigation matter at the University of Southern Mississippi.

Discussion of a litigation matter at the University of Mississippi Medical Center.

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

On motion by Trustee Duff, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve the request by Dr. Glenn Boyce, Chancellor of the University of Mississippi, to amend his employment contract to reflect a 3 month state salary decrease in the amount of \$10,000 per month, for a total salary decrease of \$30,000 starting June 1, 2020. There shall be no reduction or change in the foundation salary supplement amount.

On motion by Trustee McNair, seconded by Trustee Cunningham, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers' Compensation Claim No. 55-41223-1 styled as *William Malone vs. the University of Southern Mississippi, et al.*, as recommended by counsel.

On motion by Trustee McNair, seconded by Trustee Lamar, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 1929 styled as *Johnny Logan Bell vs. the University of Mississippi Medical Center, et al.*, as recommended by counsel.

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

**MINUTES OF THE BOARD OF TRUSTEES OF  
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**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee McNair, seconded by Trustee Cunningham, 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  
STATE INSTITUTIONS OF HIGHER LEARNING  
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**EXHIBITS**

- |                        |  |
|------------------------|--|
| Composite<br>Exhibit 1 | Request for deficit appropriation for Fiscal Year 2020 from the state Legislature for additional costs and lost revenues related to the COVID-19 pandemic. |
| Composite<br>Exhibit 2 | Increases in resident and non-resident tuition rates at Delta State University effective FY 2021 for final reading.  |
| Composite<br>Exhibit 3 | Increases to the Room and Board rates for all institutions effective FY 2021 for final reading.  |
| Exhibit 4              | Institute a Capital Improvement Fee and a Student Technology Fee at Alcorn State University.   |
| Exhibit 5              | Resolution establishing the Board's position on Fall 2020 campus operations.   |
| Exhibit 6              | Real Estate items that were approved by the IHL Board staff subsequent to the April 16, 2020 Board meeting.  |
| Exhibit 7              | Report of the payment of legal fees to outside counsel.  |

# COMPOSITE EXHIBIT 1



## Covid19 Additional Expenses through June 30, 2020 FY 2020 Deficit Appropriation Request

	Medical Expenses	Technology Upgrades	Cleaning & Sanitizing (Spring through Summer)	PPE for Staff	Public Health	Payroll	Food Delivery	Distance Learning	Telework & Laptops	Paid Leave	Other	Value of Donated Supplies	Total
ASU	\$5,000		\$75,000	\$20,000				\$100,000	\$35,000	\$775,000	\$1,000		\$1,011,000
DSU		100,000	42,000	52,000					100,000	650,000			944,000
JSU		-	250,000	10,247				20,000	83,000	1,750,362	3,821		2,117,430
MSU	18,500	250,000	200,000	15,000				275,000	75,000	1,500,000		8,300	2,341,800
MUW	-	100,000	25,000	7,500				75,000	15,000	358,800		500	581,800
MVSU	15,000	80,000	34,000	13,000	9,000	10,000		50,000	25,000	750,000			986,000
UM-Oxford	694		43,533	10,316	-	29,999		341,409	56,617	7,062,200	181,759	5,601	7,732,128
USM	101,704	41,281	80,675	8,000	305	25,933		76,178	159,950	2,598,411	1,338		3,093,775
UMMC	3,270,000	2,650,000		2,760,000		5,300,000		300,000		18,910,000	10,000		33,200,000
<b>Total</b>	<b>\$3,410,898</b>	<b>\$3,221,281</b>	<b>\$750,208</b>	<b>\$2,896,063</b>	<b>\$9,305</b>	<b>\$5,365,932</b>	<b>\$-</b>	<b>\$1,237,587</b>	<b>\$549,567</b>	<b>\$34,354,773</b>	<b>\$197,918</b>	<b>\$14,401</b>	<b>\$52,007,933</b>
<b>Campus Total</b>	<b>\$140,898</b>	<b>\$571,281</b>	<b>\$750,208</b>	<b>\$136,063</b>	<b>\$9,305</b>	<b>\$65,932</b>	<b>\$-</b>	<b>\$937,587</b>	<b>\$549,567</b>	<b>\$15,444,773</b>	<b>\$187,918</b>	<b>\$14,401</b>	<b>\$18,807,933</b>
Board Office			50,000						12,761				62,761
Student Financial Aid									9,297				9,297
<b>Grand Total</b>	<b>\$3,410,898</b>	<b>\$3,221,281</b>	<b>\$800,208</b>	<b>\$2,896,063</b>	<b>\$9,305</b>	<b>\$5,365,932</b>	<b>\$-</b>	<b>\$1,237,587</b>	<b>\$571,625</b>	<b>\$34,354,773</b>	<b>\$197,918</b>	<b>\$14,401</b>	<b>\$52,079,991</b>

IHL Finance Committee

May 20, 2020



# COMPOSITE EXHIBIT 1



## Covid19 Lost Revenue through June 30, 2020 FY 2020 Deficit Appropriation Request

	Net Food Service Commissions Lost	Gross Student Housing Revenue Lost	Tuition Lost	Study Abroad Tuition Lost	International Students Tuition Lost	Parking, Permits, Transportation, Etc.	Summer Camps, Activities, etc	Patient Revenue	Athletic Revenue	Student Health Center	Other Revenues	F&A Recovery	Total
ASU	\$100,000	\$2,900,000	\$300,000			\$20,000	\$50,000		\$500,000		\$50,000		\$3,920,000
DSU	264,125	419,870	305,000			1,200	165,000		10,000				1,165,195
JSU	376,000	250,000	2,400,827				300,000		40,000		126,500		3,493,327
MSU	750,000	5,200,000	2,000,000	325,000	500,000	840,000	1,000,000		3,968,900	545,000			15,128,900
MUW	247,781	397,282	314,000				160,000						1,119,063
MVSU	219,376	334,125	254,579		16,815	25,000	50,000		3,500		100,000		1,003,395
UM-Oxford	953,180	6,214,413	270,083	370,000		1,281,430	1,994,816		3,819,435	300,000	2,939,765		18,143,122
USM	495,609	3,870,584	2,145,744	527,657		472,574	1,880,720		1,450,000	309,682	1,038,582	2,400,000	14,591,152
UMMC								78,780,000					78,780,000
Total	\$3,406,071	\$19,586,274	\$7,990,233	\$1,222,657	\$516,815	\$2,640,204	\$5,600,536	\$78,780,000	\$9,791,835	\$1,154,682	\$4,254,847	\$2,400,000	\$137,344,154
Campus Total	\$3,406,071	\$19,586,274	\$7,990,233	\$1,222,657	\$516,815	\$2,640,204	\$5,600,536	\$-	\$9,791,835	\$1,154,682	\$4,254,847	\$2,400,000	\$58,564,154
Board Office													-
Student Financial Aid													-
Grand Total	\$3,406,071	\$19,586,274	\$7,990,233	\$1,222,657	\$516,815	\$2,640,204	\$5,600,536	\$78,780,000	\$9,791,835	\$1,154,682	\$4,254,847	\$2,400,000	\$137,344,154

IHL Finance Committee

May 20, 2020

# COMPOSITE EXHIBIT 2



## FY 2021 Resident Tuition Request

		Approved	Requested	
		FY 2020	FY 2021	Change
Institution				
ASU		\$ 7,297	\$ 7,297	\$ -
DSU		7,501	7,951	450
JSU		8,270	8,270	-
MSU		8,800	8,800	-
MUW	(1)	7,425	7,425	-
MVSU		6,726	6,726	-
UM		8,718	8,718	-
USM		8,786	8,786	-
<b>SYSTEM AVERAGE</b>		<hr/> 7,940	<hr/> 7,997	<hr/> 56
UMMC		8,728	8,728	-

# COMPOSITE EXHIBIT 2



## FY 2021 Non-Resident Tuition Request

Institution	Approved		Requested	
	FY 2020		FY 2021	Change
ASU	\$ 7,297		\$ 7,297	\$ -
DSU (Does not include International Students)	7,501		7,951	450
DSU (International Students)	7,501		8,951	1,450
JSU	9,270		9,270	-
MSU	23,840		23,840	-
MUW (1)	7,425		7,425	-
MVSU	6,726		6,726	-
UM	24,990		24,990	-
USM	10,786		10,786	-
<b>SYSTEM AVERAGE</b>	<u>11,704</u>		<u>11,915</u>	211
UMMC	25,597		25,597	-

# COMPOSITE EXHIBIT 2



## FY 2021 Resident Tuition Request – Professional Schools

	Approved FY 2020	Requested FY 2021	Change
<b>MSU</b>			
Veterinary Medicine	\$ 27,287	\$ 27,287	\$ -
Master of Physician Assistant	29,900	29,900	-
<b>MUW</b>			
MBA (36 hour program)	8,900	8,900	-
RN to BSN (3 semesters: Fall, Spring & Summer)	8,780	8,780	-
<b>USM</b>			
Certified Reg. Nurse Anesthesia (3 semesters: Fall, Spring & Summer)	24,740	24,740	-

# COMPOSITE EXHIBIT 2



## FY 2021 Resident Tuition Request – Professional Schools

	Approved FY 2020	Requested FY 2021	Change
<b>UM</b>			
School of Law (JD)	\$ 16,870	\$ 16,870	\$ -
Masters of Laws Program Air & Space Law and Online Certificate in Air & Space Law	22,278	22,278	-
MBA and PMBA (resident & non-resident)	14,751	14,751	-
School of Pharmacy: Pre-Pharm, EE1, EE2, &EE3	13,398	13,398	-
School of Pharmacy: P1 & P2	25,476	25,476	-
School of Pharmacy: P3 & P4	27,468	27,468	-
Master of Accountancy Programs	10,224	10,224	-
Other Online Degree Programs of Study	465	465	-
Online M. Ed & Ed. S. in Educational Leadership	300	300	-

# COMPOSITE EXHIBIT 2



## FY 2021 Resident Tuition Request – Professional Schools

	Approved FY 2020	Requested FY 2021	Change
<b>UMMC</b>			
Undergraduate Program (SHRP, SON, SOD-DH)	\$ 8,728	\$ 8,728	\$ -
Undergraduate Program - SON Accelerated	8,728	8,728	-
School of Graduate Studies in the Health Sciences**	8,728	8,728	-
School of Dentistry	31,167	31,167	-
School of Medicine	31,197	31,197	-
SHRP - Physical Therapy	20,374	20,374	-
SHRP - Doctor of Occupation Therapy (OT)	20,374	20,374	-
SHRP - Doctor of Health Administration (DHA)	15,131	15,131	-
SON - Graduate (Master and Doctorate)	8,728	8,728	-
SOPH (Master and Doctorate)	8,728	8,728	-

# COMPOSITE EXHIBIT 2



## FY 2021 Non-Resident Tuition Request – Professional Schools

	Approved FY 2020	Requested FY 2021	Change
<b>MSU</b>			
Veterinary Medicine	\$ 48,487	\$ 48,487	\$ -
Master of Physician Assistant	54,900	54,900	-
<b>MUW</b>			
MBA (36 hour program)	8,900	8,900	-
RN to BSN (3 semesters: Fall, Spring & Summer)	7,789	7,789	-
<b>USM</b>			
Certified Reg. Nurse Anesthesia (3 semesters: Fall, Spring & Summer)	30,740	30,740	-



# COMPOSITE EXHIBIT 2



## FY 2021 Non-Resident Tuition Request – Professional Schools

	Approved FY 2020	Requested FY 2021	Change
<b>UM</b>			
School of Law (JD)	\$ 36,935	\$ 36,935	\$ -
Masters of Laws Program Air & Space Law and Online Certificate in Air & Space Law	22,278	22,278	-
MBA	34,479	34,479	-
School of Pharmacy: Pre-Pharm, EE1, EE2, &EE3	30,870	30,870	-
School of Pharmacy: P1 & P2	51,486	51,486	-
School of Pharmacy: P3 & P4	55,614	55,614	-
Master of Accountancy Programs	26,496	26,496	-
Other Online Degree Programs of Study	465	465	-
Online M. Ed & Ed. S. in Educational Leadership	300	300	-



# COMPOSITE EXHIBIT 2



## FY 2021 Non-Resident Tuition Request – Professional Schools

	Approved FY 2020	Requested FY 2021	Change
<b>UMMC</b>			
Undergraduate Program (SHRP, SON, SOD-DH)	\$ 25,597	\$ 25,597	\$ -
Undergraduate Program - SON Accelerated	25,597	25,597	-
School of Graduate Studies in the Health Sciences**	25,597	25,597	-
School of Dentistry	73,220	73,220	-
School of Medicine	73,460	73,460	-
SHRP - Physical Therapy	43,016	43,016	-
SHRP - Doctor of Occupation Therapy (OT)	43,016	43,016	-
SHRP - Doctor of Health Administration (DHA)	42,386	42,386	-
SON - Graduate (Master and Doctorate)	25,597	25,597	-
SOPH (Master and Doctorate)	25,597	25,597	-

# COMPOSITE EXHIBIT 3



## FY 2021 Student Room Rate Request

### Average ANNUAL Student Room Rates

Institution		Approved FY 2020 Average Charge	Requested FY 2021 Average Charge	Change
ASU	double occupancy	\$ 6,566	\$ 6,566	\$ -
DSU	double occupancy	4,531	4,531	-
JSU	double occupancy	5,904	5,904	-
MSU	double occupancy	6,440	6,440	-
MUW	double occupancy	4,434	4,434	-
MVSU	double occupancy	4,709	4,549	(160)
UM	double occupancy	5,806	5,806	-
USM	double occupancy	5,538	5,538	-
ALL AVERAGE	double occupancy	5,491	5,471	(20)

# COMPOSITE EXHIBIT 3



## FY 2021 Student Board Rate Request

### ANNUAL Student Board Rates

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

Institution	Approved		Requested		Change
	FY 2020		FY 2021		
ASU	\$ 3,427	\$	3,427	\$	-
DSU	3,378		3,480		102
JSU	3,958		4,156		198
MSU	4,038		4,038		-
MUW	3,214		3,214		-
MVSU	3,612		3,612		-
UM	3,970		3,970		-
USM	4,100		4,100		-
ALL Average - all plans	3,712		3,750		38

# EXHIBIT 4



## FY 2021 Student Activity Fee, Capital Improvement Fee and Technology Fee Request

Institution	Approved FY 2020			Requested FY 2021		
	Student Activity Fee	Capital Improvements Fee	Technology Fee	Student Activity Fee	Capital Improvements Fee	Technology Fee
ASU <sup>(1)</sup>	\$ 30	\$ -	\$ -	\$ 30	\$ 100	\$ 20
DSU	50	120	-	50	120	-
JSU	70	105	-	70	105	-
MSU	10	100	-	10	100	-
MUW	-	100	-	-	100	-
MVSU	20	-	-	20	-	-
UM	10	100	-	10	100	-
UMMC	-	-	-	-	-	-
USM	40	70	-	40	70	-

(1) ASU Proposed Technology Fee to be charged per credit hour up to full-time hours

\* Fees are Annualized (Spring and Fall Semester)

# RESOLUTION

## Establishing Position on Fall 2020 Campus Operations

*Whereas*, the Board of Trustees of State Institutions of Higher Learning recognizes that providing a safe learning and living environment for the students that it serves is paramount, and

*Whereas*, the Board of Trustees of State Institutions of Higher Learning recognizes that providing a safe work environment for system employees that serve its valued students is equally paramount,

*Be it resolved*, The Board of Trustees of State Institutions of Higher Learning hereby declares that it is the Board's intent that all of the universities under the governance of the Board shall make plans to resume traditional operations on their campuses in the Fall of 2020, to include the offering of as many in-person classes as possible, while taking into consideration then applicable guidance from the Federal Government and the Mississippi Department of Health, and while complying with any Executive Order of the Governor then in effect. The Board urges the universities to take prudent precautions in planning for resuming traditional operations and the Board recognizes that adjustments may be needed to align with changes in recommendations from health experts.

**BE IT FURTHER RESOLVED** that a copy of this resolution be spread upon the minutes of the Board of Trustees.

*DONE*, this the 21<sup>st</sup> day of May, 2020



*Ford Dye*

*Dr. Ford Dye, President*  
*Mississippi Board of Trustees of State Institutions of Higher Learning*

*Alfred Rankins, Jr.*

*Dr. Alfred Rankins, Jr.*  
*Commissioner of Higher Education*



# EXHIBIT 6

May 21, 2020

## **SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE APRIL 16, 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.

## **ALCORN STATE UNIVERSITY**

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

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

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

Board staff approved Change Order #4 in the amount of \$23,200,000.00 and seventy-five (75) additional days to the contract of Flagstar Construction.

Approval Status & Date: APPROVED, April 17, 2020

Change Order Description: Change Order #4 includes the following items: modifications to the seating layout; credit for balance of the controls allowance; rerouting of the communications tie-in; 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; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$41,955.46.

Project Initiation Date: June 20, 2013

Design Professional: Allred Stolarski Architects

General Contractor: Flagstar Construction

Total Project Budget: \$22,200,000.00

### **2. ASU- GS 101-310 – New Faculty and Staff Housing**

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

**Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of \$228,723.60 and nine (9) additional days to the contract of Ergon Construction Group.

Approval Status & Date: APPROVED, April 30, 2020

Change Order Description: Change Order #3 includes the following items: added dry-pipe fire sprinklers in the attics; provided electrical work at each building for fire alarm

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system monitoring connections to the dry-pipe system riser tamper switches and the flow switch; to connect the branch circuit in the building house electrical panel for the dry-pipe system air compressor to connect thru the disconnect switch next to the equipment; and nine (9) days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$233,174.80.

Project Initiation Date: April 20, 2017

Design Professional: Architecture South

General Contractor: Ergon Construction Group

Total Project Budget: \$10,000,000.00

## JACKSON STATE UNIVERSITY

### 3. JSU- GS 103-286 – Stewart Renovation

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

**Approval Request #1: Change Order #5**

Board staff approved Change Order #5 in the amount of \$42,551.44 and zero (0) additional days to the contract of Diversified Construction Services, Inc.

Approval Status & Date: APPROVED, April 1, 2020

Change Order Description: Change Order #5 includes the following items: replaced two (2) sets of exterior signage; removed, repaired and replaced the existing handicap lift; added several GWB furr-downs to route electrical under beams; added concrete infill under the existing elevator pit slab; and added relocated various sprinkler heads; installed a new panel room in a storage room; added two (2) concrete pads for the electrical panels to go in in the fire pump room; installed a new hollow metal double door in the mechanical room; window repairs to include added break metal around the Q type windows; added two (2) recessed hose bibs and a credit for omitting the mop sinks in the janitor closets on two floors.

Change Order Justification: These changes were necessary due to changes in requirements or recommendations by governmental agencies; and latent job site conditions.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$184,635.29.

Project Initiation Date: November 17, 2016

Design Professional: Foil/Wyatt Architects & Planners, PLLC

General Contractor: Diversified Construction Services, Inc.

Total Project Budget: \$8,486,526.47

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## MISSISSIPPI STATE UNIVERSITY

4. **MSU- IHL 205-286– New Parking Stone Blvd. and Morgan Extended**  
**Approval Request #1: Award of Construction Contract**  
Board staff approved the Award of Contract in the amount of \$2,319,575.00 to the apparent low bidder, Burns Dirt Construction, Inc.  
Approval Status & Date: APPROVED, April 9, 2020  
Project Initiation Date: December 10, 2019  
Design Professional: Garver Engineering  
General Contractor: Burns Dirt Construction, Inc.  
Total Project Budget: \$3,300,000.00
5. **MSU – IHL 208-289 – Bulldog Way**  
**Approval Request #1: Contract Documents**  
Board staff approved Contract Documents as submitted by Pickering Firm  
Approval Status & Date: APPROVED, April 30, 2020  
**Approval Request #2: Advertise**  
Board staff approved request to advertise for receipt of bids.  
Approval Status & Date: APPROVED, April 30, 2020  
Project Initiation Date: February 15, 2018  
Design Professional: Pickering Firm  
General Contractor: TBD  
Total Project Budget: \$10,000,000.00
6. **MSU- IHL 205-300– Summer 2020 Various Parking Lots**  
**Approval Request #1: Award of Construction Contract**  
Board staff approved the Award of Contract in the amount of \$1,397,000.00 to the apparent low bidder, Gregory Companies DBA Murphree Paving.  
Approval Status & Date: APPROVED, May 11, 2020  
Project Initiation Date: December 10, 2019  
Design Professional: Neel Schaffer, Inc.  
General Contractor: Gregory companies DBA Murphree Paving.  
Total Project Budget: \$2,000,000.00
7. **MSU- IHL 205-302– CEF Sewer Force Main Replacement**  
**UNAPPROVED Request #1: Award of Construction Contract**  
Board staff did not approve the Award of Contract in the amount of \$956,390.00 to the apparent low bidder, Eubank Construction Co., Inc.  
Approval Status & Date: NOT APPROVED, May 11, 2020  
Project Initiation Date: December 10, 2019  
Design Professional: Garver Engineering  
General Contractor: Eubank Construction Co., Inc.  
Total Project Budget: \$1,200,000.00



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8. **MSU- IHL 205-302– CEF Sewer Force Main Replacement**

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

Board staff approved Change Order #1 in the amount of \$5,384.62 and zero (0) additional days to the contract of Eubank Construction Co., Inc.

Approval Status & Date: APPROVED, May 11, 2020

Change Order Description: Change Order #1 includes the following items: used cement lined fittings in lieu of epoxy lined fittings; and extended the length of Roadway Bore #2 10' south of its original location beneath Mississippi Blvd.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$5,384.62.

Project Initiation Date: December 10, 2019

Design Professional: Garver Engineering

General Contractor: Eubank Construction Co., Inc.

Total Project Budget: \$1,200,000.00

9. **MSU- IHL 405-001– Music Building Re-Bid**

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

Board staff approved the Award of Contract in the amount of \$647,100.00 to the apparent low bidder, Mac's Construction, Inc.

Approval Status & Date: APPROVED, April 16, 2020

Project Initiation Date: May 18, 2017

Design Professional: Allred Stolarski Architects

General Contractor: Mac's Construction, Inc.

Total Project Budget: \$21,000,000.00

## UNIVERSITY OF MISSISSIPPI

10. **UM- GS 107-314 – Garland Hedleston Mayes Renovation**

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

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

Board staff approved Change Order #4 in the amount of \$40,975.17 and one hundred sixty-nine (169) additional days to the contract of Century Construction & Realty, PA.

Approval Status & Date: APPROVED, April 30, 2020

Change Order Description: Change Order #4 includes the following items: resolved contract time for wo purchase orders; added a trench drain at the north entry; credit for steel fencing; additional steel added at the Garland Hedleston entry; and one hundred twenty-three (123) days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$664,827.65.

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Project Initiation Date: January 19, 2012

Design Professional: JH&H Architects/Planners/Interiors, PA

General Contractor: Century Construction & Realty

Total Project Budget: \$23,500,000.00

## 11. **UM – IHL 207-455 – Jackson Avenue Center Reroof & Exterior Coating**

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

Board staff approved Change Order #2 in the amount of \$10,780.00 and zero (0) additional days to the contract of Rowell Roofing, Inc.

Approval Status & Date: APPROVED, April 30, 2020

Change Order Description: Change Order #2 includes the following items: replaced the threaded gas piping and all the associated fittings; and installed new valves and regulators at each unit.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$18,520.00.

Project Initiation Date: June 20, 2019

Design Professional: Shafer-Zahner-Zahner, PLLC

General Contractor: Rowell Roofing, Inc.

Total Project Budget: \$1,980,000.00

## 12. **UM – IHL 207-457 – Track and Field Locker Rooms**

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Weir Boerner Allin Architecture

Approval Status & Date: APPROVED, May 1, 2020

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 1, 2020

Project Initiation Date: August 15, 2019

Design Professional: Weir Boerner Allin Architecture

General Contractor: TBD

Total Project Budget: \$2,975,000.00

## UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

## 13. **UMMC - GS #109-223- Clinical Research Unit**

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

### **Approval Request #1: Change Order #8**

Board staff approved Change Order #8 in the amount of \$53,792.00 and twenty-four (24) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, May 1, 2020

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Change Order Description: Change Order #8 includes the following items: added additional grab bars in the typical patient toilet rooms; relocated the paper towel dispensers; installed two (2) new stainless steel corner guards; modified the existing return air duct that serves the entire south tower by adding a temporary baffle within the duct on the 6<sup>th</sup> floor which required the removal of portions of the existing shaft walls and constructed new shaft walls and doors at that location; added twenty (20) corner guards to the outside corners of the gypsum board walls in various locations; and twenty-four (24) days to the contract.

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

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$355,131.00.

Project Initiation Date: May 18, 2017

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Co., Inc.

Total Project Budget: \$7,500,000.00

## 14. UMMC – IHL 209-551 – Main Pharmacy Renovations 2014

### **Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of \$130,052.73 and two hundred forty (240) additional days to the contract of Sunbelt General Contractors, Inc.

Approval Status & Date: APPROVED, May 6, 2020

Change Order Description: Change Order #3 includes the following items: relocated a thermostat from its original position outside the clean room suite to inside the suite; installed rubber flooring over the crawl space doors; provided battery backup for the automatic door controllers at the clean room entrances; installed lockers for the pharmacy department; revised/reduced the scope of work to a room in the pharmacy office suite; installed rubber flooring at the drug carousels; removed asbestos pipe insulation from an abandoned air handling unit; installed three (3) humidity sensors in the clean room suite; installed exit signs in main working area of phase 2; replaced the automatic opening arms on the doors to the clean rooms; added light kits to the fire-rated doors at the receiving room; increased the owner-specified allowance for testing and balancing the mechanical system serving the pharmacy addition, to include the new clean room suite; relocated a chilled water line to install a duct; provided Halotron fire extinguishers; additional work performed from JCI to accompany the testing and balancing; and two hundred forty (240) days to the contract.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$727,705.96.

Project Initiation Date: January 22, 2015

Design Professional: McCarty Architects Professional Association

General Contractor: Sunbelt General Contractors, Inc.

Total Project Budget: \$3,848,518.00

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

**Approval Request #1 (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Bruce Martin, Chair of the Real Estate and Facilities Committee on April 14, 2020 to approve the budget increase on the MS Center for Emergency Services from \$16,500,000.00 to \$17,100,000.00, for an increase of \$600,000.00.

Interim Approval Status & Date: APPROVED, April 14, 2020

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

Board staff approved Change Order #1 in the amount of \$155,937.00 and seventy-six (76) additional days to the contract of MidState Construction, LLC.

Approval Status & Date: APPROVED, May 6, 2020

Change Order Description: Change Order #1 includes the following items: constructed an access road; rerouted sewer, gas, and electrical service; a turn key aviation fuel system installed; waterproofing of site retaining wall done; epoxy floor finish to hangar building in lieu of dry-shake hardener finish; credit for value engineering items by Tompkins Electric; retaining wall brackets installed for attaching epoxy rods at a retaining wall; installed additional reinforcing bars for concrete whaler beams; added outside air units for kitchen variant refrigerant flow; provided preaction fire suppression system controls; tree removal throughout the project; and seventy-six (76) days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans & specifications; latent job site conditions; and weather-related days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$155,937.00.

Project Initiation Date: May 18, 2017

Design Professional: Gensler

General Contractor: Mid State Construction of MS, LLC

Total Project Budget: \$17,100,000.00

## 16. UMMC – IHL 209-561 – Campus HVAC Upgrades FY18

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

Board staff approved Change Order #1 in the amount of \$112,322.00 and zero (0) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, April 9, 2020

Change Order Description: Change Order #1 includes the following items: installed temporary window film over eight (8) windows at the work area; the scope of work revised resulting a revised quote and proposal for the supply of VFDs.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$112,322.00.

Project Initiation Date: October 19, 2017

Design Professional: Engineering Resource Group, Inc.

General Contractor: Fountain Construction company, Inc.

Total Project Budget: \$7,800,000.00

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## UNIVERSITY OF SOUTHERN MISSISSIPPI

### 17. USM- GS 108-293– Montague Parking Lot Paving

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

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

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

Approval Status & Date: APPROVED, April 9, 2020

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

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

Project Initiation Date: April 9, 2020

Design Professional: Neel Schaffer, Inc.

General Contractor: TBD

Total Project Budget: \$2,750,000.00

### 18. USM- IHL 208-337 – Union Plaza Renovation (Rebid)

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

Board staff approved the Award of Contract in the amount of \$1,650,677.00 to the apparent low bidder, Culpepper Construction & Masonry, LLC.

Approval Status & Date: APPROVED, April 24, 2020

Project Initiation Date: November 15, 2018

Design Professional: Neel-Schaffer, Inc.

General Contractor: Culpepper Construction & Masonry, LLC

Total Project Budget: \$2,400,000.00

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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 (statements dated 3/1/20, 3/1/20, 3/1/20, 3/1/20, 3/5/20 and 4/16/20) from the funds of Alcorn State University. (These statements, in the amounts of \$2,000.00, \$2,000.00, \$2,000.00, \$2,000.00, \$460.00 and \$460.00, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 8,920.00**

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 3/17/20 and 3/17/20) from the funds of Mississippi State University. (These statements, in the amounts of \$2,812.50 and \$4,065.96, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 6,878.46**

Payment of legal fees for professional services rendered by Butler Snow (statements dated 3/5/20 and 3/17/20) from the funds of Mississippi State University. (These statements, in the amounts of \$2,478.00 and \$5,538.40, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 8,016.40**

Payment of legal fees for professional services rendered by Ware Immigration (two statements dated 4/1/20) from the funds of Mississippi State University. (These statements, in the amounts of \$4,000.00 and \$2,000.00, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 6,000.00**

Payment of legal fees for professional services rendered by the Winfield Law Firm (statement dated 4/14/20) from the funds of Mississippi State University. (This statement, in the amount of \$2,600.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 2,600.00**

Payment of legal fees for professional services rendered by Butler Snow (statements dated 12/10/19 and 3/10/20) from the funds of the University of Mississippi. (These statements, in the amounts of \$914.50 and \$9.67, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 924.17**

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Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 3/13/20 and 3/13/20) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,345.00 and \$127.19, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 2,472.19**

Payment of legal fees for professional services rendered by Butler Snow, LLP (statements dated 4/8/20, 4/9/20, 4/10/20 and 4/10/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,360.00, \$3,832.50, \$8,928.00 and \$708.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 15,828.50**

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (seven statements dated 4/7/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,221.00, \$363.00, \$562.90, \$3,586.10, \$228.95, \$1,109.70 and \$1,409.90, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 8,481.55**

Payment of legal fees for professional services rendered by Hogan|Lovells (statement dated 3/25/20) 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 Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 4/2/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$1,891.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,891.50**

Payment of legal fees for professional services rendered by Butler Snow, LLP (statements dated 3/9/20 and 4/3/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$4,493.37 and \$9.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,502.87**

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Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statement dated 4/9/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$2,909.40, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 2,909.40**

Payment of legal fees for professional services rendered by Richard & Thomas, PLLC (statement dated 2/8/19) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$350.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 350.00**

Payment of legal fees for professional services rendered by Wise Carter (statement dated 3/17/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$19.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 19.50**

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

Payment of legal fees for professional services rendered by Larry Schemmel with the Office of the Attorney General (three statements dated 4/22/20) from the funds of Mississippi State University. (These statements represent expense reimbursements in connection with the following patents or trademarks: “MSU Bulldog Head” (LOGO) 5-year renewal - \$650.00; MSU Cowbell in Mississippi State circle (LOGO) 5-year renewal – \$325.00; and “Mississippi State University” (WORD MARK) 5-year renewal - \$1,300.00.)

**TOTAL DUE.....\$ 2,275.00**

Payment of legal fees for professional services rendered by Butler Snow PLLC (statements dated 2/24/20, 2/24/20, 2/24/20, 3/16/20 and 4/6/20) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patent: “Vibrio Assay Methods and Kits” - \$236.00; “Live Attenuated Catfish Vaccine” - \$400.00; “Live Attenuated Edwardsiella ictaluri Vaccine and Method of Using Same” - \$472.00; “Live Attenuated Edwardsiella ictaluri Vaccine and Method of Using Same” – \$2,047.00 and “Vibrio Assay Methods and Kits” - \$250.00, respectively.)

**TOTAL DUE.....\$ 3,405.00**



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Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 10/2/19 and 12/4/19) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Occidiofungin Formulations and Uses Thereof” - \$3,698.82 and “Occidiofungin, A Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans” - \$16,298.85.)

**TOTAL DUE.....\$ 19,997.67**

Payment of legal fees for professional services rendered by Stites & Harbison (statement dated 2/23/20) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Symmetrical CCC-NCH Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - \$427.50.)

**TOTAL DUE.....\$ 427.50**

Payment of legal fees for professional services rendered by Armstrong|Teasdale (two statements dated 4/8/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Systems and Methods for Detecting Transient Acoustic Signals - \$205.00; and “Systems and Methods for Detecting Transient Acoustic Signals” - \$1,411.00.)

**TOTAL DUE.....\$ 1,616.00**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 12/16/19) from the funds of the University of Mississippi. (This statement in the amount of \$13,002.00, represents services and expenses in connection with a trademark or licensing matter.)

**TOTAL DUE.....\$ 13,002.00**

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 2/14/20, 2/26/20, 2/27/20, 2/28/20, 2/28/20, 3/22/20, 3/25/20 and 3/25/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Biologically Active Cannabidiol Analogs” - \$816.90; “Highly Selective Sigma Receptor Ligands and Pathophysiological Study of Memory Deficits and Cognitive Disorders” - \$535.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation - \$757.00; “Biologically Active Cannabidiol Analogs” - \$4,153.40; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$1,280.00; “Natural Product Formulations With Improved Residual Insect Repellent/Deterrent Activity” - \$428.00; “Highly Selective Sigma Receptor Ligands and Pathophysiological Study of Memory Deficits and Cognitive Disorders” – \$1,726.00; and “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$511.00)

**TOTAL DUE.....\$ 10,207.30**

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Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 2/19/20, 2/26/20, 2/26/20, 2/26/20, 2/26/20, 3/26/20, 3/26/20, 3/26/20, 3/26/20 and 3/26/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Compositions Comprising Highly Purified Amphotericin B” - \$693.00; “Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” - \$1,653.50; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - \$1,509.00; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - \$1,167.00; “CIP for High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - \$2,528.50, Indolizine-Based Donors as Organic Sensitizer Components for Dye-Sensitized Solar Cells” – \$76.00; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - \$1,127.50; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - \$8,349.31; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - \$142.50 and “Anticancer Formulation” - \$195.00, respectively.)

<b>TOTAL DUE.....</b>	<b>\$</b>	<b>17,441.31</b>
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**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
CONSENT AGENDA  
ACADEMIC AFFAIRS  
JUNE 18, 2020**

1. **SYSTEM - COVID-19 RELATED WAIVER OF BOARD POLICY 506 COURSE REQUIREMENTS**

Per Board Policy 506, course requirements shall include at minimum 2,250 minutes per three semester hour course, which may include final exam time, and the number of weeks must meet Federal financial aid requirements.

To aid the IHL universities in providing the safest academic experience for its students, IHL universities are granted a temporary waiver of the minimum contact minutes requirement in Board Policy 506 for the fall 2020 semester, providing universities (1) follow or be granted a waiver of current US Department of Education guidance/rules on course contact time, (2) adhere to relevant notification(s) to the Southern Association of Colleges and Schools Commission on Colleges, and (3) maintain course learning objectives and rigor.

2. **SYSTEM – MODIFICATION OF ACADEMIC UNITS**

A. RENAMING

1. **MSU** – Current academic unit title: Department of Civil and Environmental Engineering  
Proposed academic unit title: **Richard A. Rula School of Civil and Environmental Engineering**  
Unit location: Bagley College of Engineering  
Degrees offered within unit: BS, MS, and PhD in Civil and Environmental Engineering  
Rationale: The Bagley College of Engineering received a major gift to rename the department as an endowed School of Civil and Environment Engineering in honor of the donor, Mr. Richard A. Rula.

3. **SYSTEM – APPROVAL OF NEW ACADEMIC DEGREE PROGRAMS**

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

Responsible academic unit: Department of Wildlife, Fisheries and Aquaculture

CIP code: 13.1338

Total credit hours: 30

Effective date: Spring 2021

Incremental, six-year cost of implementation: \$499,018

Potential six-year, new revenue: \$1,531,961

Institution(s) offering similar program(s): None

Rationale: The MS in Conservation Education centers on conservation education combined with an applied ecology background. Students will obtain the skills necessary to educate diverse audiences and promote conservation of our natural resources while employed with non-profit and for-profit education centers, government agencies, and academia. This program will foster and extend the land-grant mission of MSU by dissemination of best conservation practices through formal training of future leaders in public outreach education.

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Number of students expected to enroll in first six years: 82

Number of students expected to graduate in first six years: 54

National supply and demand: Conservation Scientists and Specialists: 8% growth from 2018 – 2028 (source: National Bureau of Labor Statistics)

2019 median pay: \$71,360 (source: NBLs)

**B. UM – Master of Public Health (MPH)**

Responsible academic unit: Department of Health, Exercise Science and Recreation Management

CIP code: 51.2201

Total credit hours: 42

Effective date: Fall 2021

Incremental, six-year cost of implementation: \$518,970

Potential six-year, new revenue: \$8,097,008

Institution(s) offering similar program(s): USM, MUW (online only), JSU, UMMC (Master of Population Health: hybrid – online and face-to-face)

Rationale: UM currently offers a MS in Health Promotion degree. This graduate program will convert to a Council on Education for Public Health (CEPH)-accredited MPH degree and will remain housed within the School of Applied Science's Department of Health, Exercise Science and Recreation Management. MPH graduates will be eligible to sit for the National Commission for Health Education Credentialing, Inc.'s Certified Health Education Examination (CHES). Graduates will be prepared for careers in public health, health education, community health, worksite health and other health-related professions.

Number of students expected to enroll in first six years: 460

Number of students expected to graduate in first six years: 205

National supply and demand: Community Health Educator: 11% growth from 2018-2028 (source: National Bureau of Labor Statistics)

2019 median pay: \$46,910 (source: NBLs)

**C. UM – Doctor of Philosophy (PhD) in Criminal Justice Policy Studies**

Responsible academic unit: Department of Legal Studies

CIP code: 43.0104

Total credit hours: 45 beyond master's degree; 75 beyond bachelor's degree

Effective date: Spring 2021

Incremental, six-year cost of implementation: \$390,000

Potential six-year, new revenue: \$2,184,936

Institution(s) offering similar program(s): MSU (PhD in Sociology with an emphasis in Criminology). No other doctoral programs currently exist in MS which specifically focuses on criminal justice in general or criminal justice policy and policy analysis. Moreover, there is a shortage of individuals who hold any type of doctoral degree in the field of criminal justice.

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Rationale: The proposed degree is designed to educate students to become competent and productive scholars in creating, studying, and evaluating criminal justice policies. There is a demand for individuals with doctoral degrees in this area to become college professors, researchers for public and private organizations, and policy analysis.

Number of students expected to enroll in first six years: 188

Number of students expected to graduate in first six years: 28

National supply and demand: Criminal Justice and Law Enforcement, Postsecondary:

Outlook stable. Demand low. (source: MS Department of Employment Security)

Median wage: \$69,400 (source: MDES)

**4. SYSTEM – APPROVAL OF MODIFICATIONS TO EXISTING ACADEMIC PROGRAMS**

**A. RENAMING**

1. **JSU** – Current degree/program title: Master of Science (MS) in Mass Communications

Proposed degree/program title: **Master of Science (MS) in Journalism and Media Studies**

Responsible academic unit: Journalism and Media Studies, College of Liberal Arts

CIP code, sequence: 9.0102, 5123

Total credit hours: 36

Six-year cost of implementation: No budget savings or increases

Effective date: July 2020

Institution(s) offering similar program(s): UM, USM

Rationale: To align JSU's degree program with industry standards and to attract more students.

2. **MSU** – Current degree/program title: Master of Science (MS) in Industrial Engineering

Proposed degree/program title: **Master of Science (MS) in Industrial and Systems Engineering**

Responsible academic unit: Department of Industrial and Systems Engineering

Cip code, sequence: 14.3501, 4126

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

Effective date: August 2020

Rationale: This program educates and prepares students for advanced industrial and systems engineering practices, research, and teaching. The new name will be consistent with the name of the department (ISE) and the doctoral degree (ISE).

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3. **USM** – Current degree/program title: Bachelor of Science (BS) in Applied Technology  
Proposed degree/program title: **Bachelor of Applied Science (BAS) in Applied Technology**  
Responsible academic unit: School of Interdisciplinary Studies and Professional Development  
Current Cip code, sequence: 52.9999, 5801  
Proposed Cip code: 52.0210  
Effective date: August 2020  
Rationale: This degree is designed for professionals who have completed technical coursework and desire to advance their careers. By allowing up to 45 hours of technical credits to transfer as electives, this program allows students working in technical fields the opportunity to obtain a BAS degree with an applied focus. The program's primary objective is to provide students with general college education with an emphasis on leadership and human capital development. Designed for professionals with technical/occupational 2-year applied associate degrees.

**B. DELETION**

1. **USM** – Degree/Program Title: **Bachelor of Arts (BA) in Psychology**  
CIP code, sequence: 42.0101, 5627  
Total credit hours: 124  
Suspend admission: Fall 2020  
Delete program: Spring 2023  
Institution(s) offering similar program(s): DSU, MSU, MUW, UM  
Rationale: The BA and BS in Psychology are identical degree plans; however, the BA requires 9 credits of foreign language. Students disproportionately select the BS Psychology major. Given the opportunity for foreign language to be among the electives required for degree completion, inactivating the BA will have minimal impact on the institution.
2. **USM** – Degree/Program Title: **Master of Science (MS) in Psychology**  
CIP code, sequence: 42.0101, 4383  
Total credit hours: 38  
Delete program: Fall 2020  
Institution(s) offering similar program(s): MSU

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Rationale: The MS Psychology degree is infrequently awarded (1 graduate in the last 2 years) and being inactivated due to low graduation numbers. No students are directly admitted to this program; therefore, there are zero students enrolled. Doctoral students in

Psychology earn the MA en route to their doctorate, making the MS Psychology program redundant and unnecessary.

**STAFF RECOMMENDATION: Board staff recommends approval of items 1-4.**

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**1. ASU – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH THYSSENKRUPP ELEVATOR CORPORATION**

**Agenda Item Request:** Request to approve the **ThyssenKrupp Elevator** Gold Service Agreement for 30 elevators located on the Lorman and Natchez Campuses of Alcorn State University. Prepayment at the start of each year is also requested, this will entitle the university to a 3% discount from the annual price in effect at the time of the payment.

**Contractor's Legal Name:** **ThyssenKrupp Elevator Corporation**

**History of Contract:** The current elevator maintenance contract, which expires on June 30, 2020 is held by Schindler Elevator Corporation, an entity which has held the contract for many decades, according to university records. In order to provide a more fair and equitable assessment of companies to perform this service, the university put this service out to bid in the Spring of 2020. Three companies bid including Schindler Elevator, Otis Elevator, and ThyssenKrupp Elevator with ThyssenKrupp offering a significant cost savings over the five years of the contract.

**Specific Type of Contract:** Five-year preventative maintenance contract with no option for autorenewal.

**Purpose:** The purpose of this contract is to provide preventative maintenance to the 30 elevators on the Lorman and Natchez Campuses of Alcorn State University.

**Scope of Work:** The contractor shall examine, lubricate, adjust and as needed repair or replace the covered components in hydraulic elevators, and traction elevators. Basic components in hydraulic elevators include controller components, resistors, timers, fuses, overloads, minor contacts, wiring, coils, packing, driver belts, strainers, functional components of the car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacements during visits only) interlocks, door closers, buffers, switches, door protection devices, and alarm bells. Major components in hydraulic elevators include exposed piping in the machine room and hoist way, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve. Basic components of traction elevators include selector motors, brake pads, lining, disks or shoes, magnet coils, brushes and commutators; controller components include resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, over speed governors, car and counterweight safeties, alarm bells, switches, and door protection devices. Major components of traction elevators include hoist motors, hoist ropes, machine and sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains and contactors.



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The contract also shall cover periodic cleaning of the machine room, car top, and pit of debris related to their work in these areas and periodic painting of the machine room floor.

The contract also covers and annual hydraulic pressure relief valve test, and annual no-load test on geared elevators, and a full load test on geared elevators every five years. The contractor shall keep guide rails properly lubricated except where roller guides are used. The contractor shall replace guide shoe gibs or rollers, when conditions warrant, providing smooth and quiet operation.

The contractor shall repair or replace control cables, when conditions warrant, to provide smooth and quiet operation.

The contractor shall furnish lubricants and hydraulic fluid for all systems. All fluids shall comply with the manufacturer's specifications.

The contractor shall relamp signals as required.

The contractor shall periodically examine, test, clean, lubricate, adjust, and when conditions warrant, repair or replace at no additional cost to the university the following safety devices: (1) interlocks and door closers, (2) buffers, (3) limit landing and slowdown switches, (4) door protective devices and (5) alarm bells.

The contractor shall periodically examine, lubricate, adjust and when conditions warrant repair or replace the following accessory equipment at no additional cost to the university: (1) car and corridor operating stations, (2) car and corridor hangers and tracks, (3) door operating devices, (4) door gibs, and (5) car fan

Contractor shall make periodic equipment tests and maintenance inspections of all equipment including, but not limited to annual no-load, slow-speed test of car and counterweight safeties, governors, and buffers; annual pressure test on hydraulic elevators, annual firefighters' service operational tests, and 5—year full-load, full speed test of safeties, governors, and buffers, etc. Written reports of said tests shall be submitted to the owner. Prior notification of full-load, full-speed elevator safety tests must be provided so the Owner's representative may witness the said test.

Preventative maintenance is defined as: Systematically examine, clean, lubricate, and adjust the vertical transportation equipment, and as conditions warrant, repair or replace portions of the vertical transportation equipment included under this contract. The contractor shall maintain the elevator machine rooms, hoist-ways, pit car tops, and the equipment in or on them in a clean condition.

The following are considered exclusions from this preventative maintenance contract:

1. Repairs required because of negligence, accident, or misuse of the equipment by anyone other than the contractor, his employees, subcontractors or agents, or other causes beyond the Contractor's control except ordinary wear.
2. Repair or replacement of building items, such as hoist way or machine room walls and floors, car enclosures and finishes, car finish floor material, hoist way entrance frames, door panels, sills, signal fixture faceplates, smoke detectors, and communication equipment not installed by the elevator contractor
3. Mainline and auxiliary disconnect switches, fuses, and feeders to control panels
4. Underground hydraulic piping and cylinders

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**Term of Contract:** 60 months commencing on July 1, 2020 and ending on June 30, 2025.

**Termination Options:** The following are reasons for termination:

- reduction of funds
- failure by ThyssenKrupp to comply with the federal E-Verify program

**Contract Amount:** The grand total amount of the agreement is \$256,900.56. A breakdown of the payment due per year is outlined below:

*Year 1: 49,560.00*

*Year 2: 49,560.00*

*Year 3: 51,046.80*

*Year 4: 52,578.24*

*Year 5: 54,155.52*

The university wishes to pay the service contract for each twelve (12) month period in advance. Such a pre-payment will entitle the university to a 3% discount from the annual price in effect at the time of the payment.

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

**Contractor Selection Process:** The contractor was selected by an invitation for bids which were opened on March 25, 2020. The lowest and best bidder was Thyssen-Krupp Elevator Corporation with a grand total agreement amount of \$256,900.56. Other bidders included Otis Elevators bidding \$482,963.28 for the five-year period, and Schindler Elevator (Current Contractor) bidding \$414,000.00 for the five-year period.

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

**2. DSU – REQUEST FOR APPROVAL TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BARNES AND NOBLE COLLEGE BOOKSELLERS, LLC**

**Agenda Item Request:** Delta State University requests approval of a professional services agreement with **Barnes and Noble College Booksellers, LLC**.

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**Contractor's Legal Name:** Barnes and Noble College Booksellers, LLC. (B&N)

**History of Contract:** This contract is a bookstore services agreement between Delta State University and B&N. B&N is our current bookstore vendor. The original agreement was signed between both parties in February 2012. Delta State University initiated a request for proposal for its bookstore operations in January 2020 and B&N was the successful bidder.

**Specific Type of Contract:** Bookstore Management Services Outsourcing agreement

**Purpose:** The purpose of this agreement is to operate and provide services for the bookstore at Delta State University. B&N is currently the institution's exclusive buyer and seller of all required, recommended, or suggested course materials and supplies, including books, course packs, computer software, textbook rentals, and materials published or distributed electronically. This exclusive right includes all educational supplies, notebooks, stationery, desk and room accessories, etc.

**Scope of Work:** The agreement requires B&N to:

- Provide an \$85,000.00 financial investment for renovation, fixtures, and equipment for the Delta State University bookstore.
- Buy back books from students at fifty percent (50%) of the original purchase price for textbooks that have been adopted for an ensuing term until B&N has filled its quota.
- B&N will also buy back textbooks that have not been adopted for an ensuing term at the current wholesale price.
- B&N will sell used books in good condition at 25% less than the new selling price.
- B&N will be the exclusive vendor for the rental and/or sale of graduation caps and gowns and celebratory items such as rings and commencement invitations.
- New textbooks will be sold at no greater than (1) the publisher's list price or (2) a 25% gross margin on net priced books, inclusive of restocking fees. Net priced books are defined as books purchased from publishers that do not have a publisher's suggested list price or when the publisher's discount to the Bookstore is less than 20%.
- B&N will provide exclusive custom publishing services for Delta State University for all items sold through the Bookstore. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.
- B&N will have a non-exclusive right to sell convenience store items such as food, health and beauty items, and other sundries with approval of Delta State University

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of such items. Barnes & Noble College will utilize Delta State University's beverage/poring rights contractor for the sale of beverages.

- B&N will work with Delta State University in new student orientation, alumni and faculty outreach through the Igniting the New Student Connection, Igniting the Alumni Connection and Igniting the Faculty Connection programs.
- Barnes & Noble College will provide charge sales for supplies for Delta State University departments and offices.
- B&N will provide Delta State University with an annual sales commission payment which will be calculated on a Gross Sales basis. The sales commission percentages will vary depending upon the level of gross sales generated each year.

Delta State University estimates that they will realize approximately \$703,931.00 in sales commission revenues over the five years of the contract. This agreement requires Delta State University to:

- Provide associated utilities, garbage service, and
- Provide repairs and maintenance for the building and the physical structure in which the bookstore is located.

**Term of Contract:** The term of the contract will be executed for a period of five years, initiating July 1, 2020 through June 30, 2025, with the option to renew for two additional (1) one-year periods.

**Termination Options:** Either party may terminate the agreement with or without cause upon 90 days written notice. If early termination by Delta State University, the institution will be responsible for reimbursement to B&N for the unamortized portion of the financial investment. A straight-line amortization for these investments will be recognized over the remaining years of the contract.

**Contract Amount:** Total estimated revenue over the five-year contract is \$915,000 as shown in the table below. The agreement guarantees the following:

- 13.60% Commission of gross sales up to \$750,000
- 15.60% Commission of gross over \$750,000
- 7.0% Commission of all gross sales of First day and Digital Sales
- \$85,000 toward renovation of the current Delta State University bookstore
- \$10,000 annually in an athletic sponsorship
- \$5,000 annually for textbook scholarships
- 2% commission on all Okra Kard purchases
- 10.0% discount on all merchandise available at the Bookstore except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.

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- 20.0% discount on all authorized departmental purchases except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages

	Year One	Year Two	Year Three	Year Four	Year Five
Estimated Sales Commission	\$ 145,000.00	\$ 145,000.00	\$ 145,000.00	\$ 145,000.00	\$ 145,000.00
Capital Investments -					
Renovation & Technology	85,000.00				
Technology	30,000.00				
Athletic Scholarships	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Scholarships	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	\$ 275,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00
Estimated Revenue Over Contract	\$ 915,000.00				

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

**Contractor Selection Process:** Delta State University initiated an RFP for its bookstore services in January 2020. Four vendors responded to the bid. A committee, consisting of nine members, representing the Academy, staff and students, reviewed each proposal. The review resulted in Barnes and Noble receiving the highest rating out of the proposals submitted to the University. The final scores for the proposals are listed below. Barnes and Nobles' proposal resulted in the greatest amount of revenue.

Akadememos	Barnes & Noble	BBA Corp	Follett	
32.26	83.5	78.24	67.17	

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

3. **MSU – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT FOR BEVERAGE SERVICES WITH THE COCA-COLA COMPANY AND CLARK BEVERAGE GROUP, INC.**

**Agenda Item Request:** Mississippi State University is requesting approval to enter into an Agreement for Beverage Services with **The Coca-Cola Company and Clark Beverage Group, Inc.**, collectively referred to as “Sponsor”

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**Contractor's Legal Name:** The Coca-Cola Company, acting by and through Coca-Cola North America, and Clark Beverage Group, Inc.

**History of Contract:** MSU first entered into a contract for Beverage services with Coke and Clark in July 2010 for a term of 10 years. This contract provided the University minimum revenue of \$4,775,000 plus commissions on all sales and product rebates. The current contract expires on June 30, 2020.

**Specific Type of Contract:** A revenue generating sponsorship agreement.

**Purpose:** To provide beverage services for the MSU campus and athletic events, for a product that is desired by MSU faculty, staff, students and fans, at a reasonable price to the purchaser, while providing MSU additional revenue.

**Scope of Work:** Except as otherwise provided in the agreement, Sponsor will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights, and on all on and off-Campus marketing rights. Bottler will have the exclusive right to operate Full-Service Beverage Vending on Campus. MSU will receive sponsorship funds as well as other revenue and benefits.

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

**Termination Options:** Either party may terminate the Agreement for material breach by the other party by giving 45 days written notice. Either party may terminate the Agreement if the other party becomes insolvent or bankrupt. MSU may terminate the Agreement for contractor's failure to comply with the Mississippi Employment Protection Act. MSU may terminate the Agreement if Coke or Clark do not make payments. Coke may terminate the Agreement if: MSU loses its authority to convey the rights of the agreement; the campus closes; or, athletic activities cease.

**Contract Amount:** This is a revenue-generating contract. Over the 10-year period, MSU will receive minimum revenue of \$7,750,000 plus commissions on all sales and product rebates. MSU will also receive Marketing funds of \$45,000 annually, product donations of \$10,000, one Campus Ambassador and up to two Coca-Cola Campus Speaker Series speakers per year.

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Contract Year	Campus Sponsorship	Bottler Direct Sponsorship	Athletics Sponsorship	Marketing Commitment	Average Annual Commissions	Average Annual Rebates	Total Estimated Annual Revenue
1	265,000	75,000	420,000	45,000	189,000	22,500	1,016,500
2	265,000	75,000	420,000	45,000	189,000	22,500	1,016,500
3	265,000	75,000	420,000	45,000	189,000	22,500	1,016,500
4	265,000	75,000	420,000	45,000	233,000	22,500	1,060,500
5	265,000	75,000	420,000	45,000	233,000	22,500	1,060,500
6	270,000	75,000	445,000	45,000	233,000	22,500	1,090,500
7	270,000	75,000	445,000	45,000	274,000	22,500	1,131,500
8	270,000	75,000	445,000	45,000	274,000	22,500	1,131,500
9	270,000	75,000	445,000	45,000	274,000	22,500	1,131,500
10	270,000	75,000	445,000	45,000	274,000	22,500	1,131,500
<b>Total Revenue</b>	<b>\$ 2,675,000</b>	<b>\$ 750,000</b>	<b>\$ 4,325,000</b>	<b>\$ 450,000</b>	<b>\$ 2,362,000</b>	<b>\$ 225,000</b>	<b>\$ 10,787,000</b>

**Funding Source of Contract:** N/A

**Contractor Selection Process:** In 2010 Coke was selected via an RFP process. The process included the evaluation of services, prices, sponsorships and product preference. In 2019 MSU conducted a new survey and determined that faculty/staff/students/guests of MSU prefer Coke products by about an 82% to 18% margin. Based on this strong preference MSU entered into negotiations with Coke and Clark. The proposed contract provides MSU with greater benefits and value than the previous contract and is deemed to be a good agreement for all parties.

**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 The Coca-Cola Company, acting by and through Coca-Cola North America, and Clark Beverage Group, Inc, for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

**4. MSU – REQUEST FOR APPROVAL TO ENTER INTO A CONSULTING SERVICES AGREEMENT WITH RUFFALO NOEL LEVITZ, LLC**

**Agenda Item Request:** Mississippi State University is requesting approval to enter into a new contract with Ruffalo Noel Levitz, LLC for enrollment and recruitment services.

**Contractor's Legal Name:** Ruffalo Noel Levitz, LLC (RNL)

**History of Contract:** Mississippi State University determined there was a need to have a multi-year partnership with a contractor to provide strategic enrollment consulting services. An RFP was issued on January 30, 2020. The RFP was opened March 5, 2020.

**Specific Type of Contract:** This is a new contract for consulting services.

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**Purpose:** The purpose of the agreement is to provide consulting services to Mississippi State University with respect to an enrollment plan, financial aid awarding strategies, and recruitment strategies for potential new students.

**Scope of Work:** The scope of work entails three main areas of focus:

- Assist leadership in the development of a strategic enrollment plan
- Optimize financial aid packages to grow enrollment and maximize net tuition revenue
- Implement a student search campaign to grow the pool of interested students and maximize application and enrollment in new markets

**Term of Contract:** This agreement shall not be effective unless and until both parties have executed this agreement and the effective date of this agreement shall be the date it is executed by whichever party executes the agreement last. Each Statement of Work contains a term and renewal option specific to that Statement of Work which must be adhered to by the Parties, however, the overall term of the contract shall commence on the effective date and shall continue until September 30, 2023, at which time the agreement will expire unless Statement of Work 2 and/or 3 is extended for up to two one-year terms.

**Termination Options:** This Agreement may be terminated at any time and for any reason, with or without cause, by MSU providing sixty (60) days advance written notice to RNL or by RNL providing one hundred eighty (180) days advance written notice to MSU.

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

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

**Contract Amount:** The contract amount for the initial term of the agreement is \$612,900. If all options to renew are exercised, the total contract amount would be \$1,596,825. Annual renewals shall be contingent upon the University's satisfaction with the services performed and the need to continue services.

**Funding Source for Contract:** MSU general funds

**Contractor Selection Process:** On January 30, 2020, MSU issued RFP 20-23 for Admissions and Recruitment Consulting Services. We received four responses from Capture Higher Ed, EAB, Ruffalo Noel Levitz (RNL), and VisitDays. After an initial review by the evaluation team, all four proposals were scored resulting in the elimination



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of Capture Higher Ed and VisitDays as both failed to obtain even half the allotted 65 technical points available. That left EAB with a score of 58.25 and RNL with a score of 63.25. We then opened the cost proposals. RNL had the lower cost by roughly \$300,000, so combined with the higher technical score they were chosen as the winner.

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

**5. MSU – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT FOR CONCESSIONS SERVICES/SOFTWARE/EQUIPMENT WITH PROOF OF THE PUDDING**

**Agenda Item Request:** Mississippi State University is requesting approval to enter into an Agreement for Concessions Services/Software/Equipment with **Proof of the Pudding**.

**Contractor's Legal Name:** Proof of the Pudding

**History of Contract:** This is a new athletic concessions contract with Proof of the Pudding. The previous agreement with ARAMARK expires Summer 2020 and will not be extended.

**Specific Type of Contract:** Agreement for athletic concessions services/software/equipment

**Purpose:** The purpose of this contract is to allow Proof of the Pudding to operate MSU's athletics concessions operation.

**Scope of Work:** Proof of the Pudding will run the athletics concessions operations for MSU. As part of this arrangement, Proof of the Pudding will operate under the direction of MSU Athletics with regards to pricing, equipment, and software decisions while utilizing their expertise in the concessions industry to guide the staffing and gameday logistics.

**Term of Contract:** The initial contract term on July 1, 2020 and ends on June 30, 2025 with the option to renew for five additional years.

**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.

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

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

**Contract Amount:** This is a revenue-generating contract. MSU will pay the Proof of the Pudding a monthly management fee of 5% of the gross receipts. All annual net profits will be shared 90% to MSU and 10% to the concessionaire. In the event that there is no profit and/or a loss, MSU will be solely responsible and contractor will not be required to share in the loss as MSU retains the rights to determine all pricing, purchasing, and labor models for the various Athletic facilities. Proof of the Pudding will also provide a \$360,000 capital investment for MSU's use on facility upgrades and equipment during the length of the agreement. Should the University make the decision to allow alcohol sales in athletic venues, this amount will be increased in an amount agreed to by the parties. As proposed, the gross revenue projection over the life of the contract is \$10,386,124 with an estimated net profit share of \$702,663 to MSU.

<b>Proof of the Pudding</b>	<b>Pro-Forma</b>					
Proof Management Fee	5%					
Profit Split MSU	90%					
Profit Split Proof	10%					
	<b>Pre Opening Expenses</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Total Gross Receipts</b>	-	1,956,274	2,014,962	2,075,411	2,137,673	2,201,804
<b>Total Product Cost</b>	-	645,570	664,938	684,886	705,432	726,595
<b>Total Payroll</b>	41,300	738,465	760,619	783,437	806,940	831,148
<b>Total Other Operating Exp.</b>	55,000	316,765	326,268	336,056	346,138	356,522
<b>Operating Profit</b>	(96,300)	255,473	263,138	271,032	279,163	287,538
Depreciation		72,000	72,000	72,000	72,000	72,000
Management Fee		97,814	100,748	103,771	106,884	110,090
<b>Contract Profit</b>	(96,300)	85,660	90,390	95,261	100,279	105,447
<b>Profit Split to MSU</b>		77,094	81,351	85,735	90,251	94,903
<b>Capital Investment to MSU</b>	(86,670)	360,000				
<b>Profit Split to Concessionaire</b>	(9,630)	8,566	9,039	9,526	10,028	10,545

**Funding Source of Contract:** N/A

**Contractor Selection Process:** On January 8, 2020 MSU issued an RFP for Game Day Concessions. MSU received three responses to this RFP, from Centerplate, Proof of the Pudding, and Spectra. Over a period of a couple months, each response was evaluated by the committee and it was determined that all three should be pursued further. Web

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meetings were set up with all vendors, after which all three were re-evaluated and scored (Centerplate – 70.14, Proof of the Pudding – 81.85, Spectra 80.28). At that point it was determined that Proof of the Pudding and Spectra were the best two options for MSU and Centerplate should not continue in the process. Written questions were then sent to both remaining vendors. Based on the answers that were received, the committee interviewed Proof again, via a web meeting, and determined that were the best choice for MSU. Proof did not offer the best revenue proposal from an overall revenue standpoint; however, MSU felt their financial proposal contained several key factors that made it more beneficial than the overall projection appeared. MSU feels that Proof of the Pudding's favorable revenue share, lack of a management fee floor, realistic revenue projections, and other non-financial considerations more than compensate for not having the best revenue offer.

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

6. **MVSU – REQUEST FOR APPROVAL TO ENTER INTO A SOFTWARE LICENSE AND SERVICE AGREEMENT (DEGREE WORKS) WITH ELLUCIAN COMPANY LP**

**Agenda Item Request:** Mississippi Valley State University (MVSU) requests approval to enter into a Software License and Service Agreement (DegreeWorks) with **Ellucian Company, LP (Ellucian)** to facilitate the implementation of the Ellucian DegreeWorks™ application along with system education and deployment support.

**Contractor's Legal Name:** Ellucian Company LP

**History of Contract:** MVSU entered into a Master Software License and Service Agreement in October 2015. MVSU has entered into several agreements under the Master Agreement that did not require Board approval. However, this agreement puts the amount over the threshold for Board approval.

**Specific Type of Contract:** This is a software, license, service and maintenance agreement.

**Purpose:** The purpose of this contract is to facilitate the implementation of the Ellucian Degree Works™ application along with system education and deployment support.

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**Scope of Work:** Ellucian grants to MVSU a perpetual, non-exclusive and non-transferable license to use and copy for use, the Licensed Software on the equipment and all written materials within the United States of America for MVSU's own, non-commercial computing operations. MVSU is granted the right to make copies of the Licensed Software for backup and for disaster recovery purposes.

**Term of Contract:** The term of the Services Agreement is one (1) year, from July 1, 2020 through June 30, 2021. Maintenance term is four (4) years, from July 1, 2020 through June 30, 2024.

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

- If either party breaches a material term or condition of this Agreement or the Licensee Order Form and that breach continues for thirty (30) days after the breaching party receives written notice from the other party, then the Licensee Order Form shall be deemed terminated at the end of that period;
- MVSU may terminate the Licensee Order Form as to itself, in whole or in part, if Ellucian becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary;
- The License Order Form may be terminated in whole or in part upon the mutual, written agreement of Ellucian Company and MVSU;
- Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party, but any Licensee Order Form entered into prior to the termination date of the Agreement shall survive termination of the Agreement;
- Upon the expiration of MVSU's Software Support Term, and provided that MVSU has made all payments due to Ellucian under the Licensee Order Form, MVSU shall have the right to terminate its Licensee Order Form and destroy or return the Licensed Software to Ellucian;
- Upon termination by MVSU, MVSU will be entitled to a refund of applicable unexpended prorated annual Software Support Services fees/charges, if any. In the event of termination, Ellucian shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Ellucian in connection with the Licensee Order Form through the date of termination. In no case shall said compensation exceed the total contract price; and
- Upon termination, (a) MVSU shall immediately cease to use the Licensed Software, (b) MVSU shall forthwith deliver to Ellucian, all originals and copies of the Licensed Software and Documentation, and (c) any right to damages shall not be prejudiced by termination. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity shall survive the termination.

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**Contract Amount:** The total cost of the agreement is \$159,536, with annual payments as follows:

Year 1: \$ 144,146

Year 2: \$ 5,130

Year 3: \$ 5,130

Year 4: \$ 5,130

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

**Contractor Selection Process:** MVSU has an existing master agreement with Ellucian.

**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 Valley State University and Ellucian Company LP for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

7. **MVSU – REQUEST FOR APPROVAL TO ENTER INTO A SOFTWARE LICENSE AND SERVICE AGREEMENT (CRM RECRUIT) WITH ELLUCIAN COMPANY LP**

**Agenda Item Request:** Mississippi Valley State University (MVSU) requests approval to enter into a Software License and Service Agreement (CRM Recruit) with **Ellucian Company, LP (Ellucian)** to provide services to support the configuration of Ellucian CRM Recruit along with system education and advisory consulting.

**Contractor's Legal Name:** Ellucian Company LP

**History of Contract:** MVSU entered into a Master Software License and Service Agreement in October 2015. MVSU has entered into several agreements under the Master Agreement that did not require Board approval. However, this agreement puts the amount over the threshold for Board approval.

**Specific Type of Contract:** This is a software, license, and service agreement.

**Purpose:** The purpose of this contract is to provide services to support the configuration of Ellucian CRM Recruit along with system education and advisory consulting to prepare MVSU for deployment.

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**Scope of Work:** Ellucian grants to MVSU a perpetual, non-exclusive and non-transferable license to use and copy for use, the Licensed Software on the equipment and all written materials within the United States of America for MVSU's own, non-commercial computing operations. MVSU is granted the right to make copies of the Licensed Software for backup and for disaster recovery purposes.

**Term of Contract:** The term of the agreement is one (1) year, from July 1, 2020 through June 30, 2021.

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

- If either party breaches a material term or condition of this Agreement or the Licensee Order Form and that breach continues for thirty (30) days after the breaching party receives written notice from the other party, then the Licensee Order Form shall be deemed terminated at the end of that period;
- MVSU may terminate the Licensee Order Form as to itself, in whole or in part, if Ellucian becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary;
- The License Order Form may be terminated in whole or in part upon the mutual, written agreement of Ellucian Company and MVSU;
- Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party, but any Licensee Order Form entered into prior to the termination date of the Agreement shall survive termination of the Agreement;
- Upon the expiration of MVSU's Software Support Term, and provided that MVSU has made all payments due to Ellucian under the Licensee Order Form, MVSU shall have the right to terminate its Licensee Order Form and destroy or return the Licensed Software to Ellucian;
- Upon termination by MVSU, MVSU will be entitled to a refund of applicable unexpended prorated annual Software Support Services fees/charges, if any. In the event of termination, Ellucian shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Ellucian in connection with the Licensee Order Form through the date of termination. In no case shall said compensation exceed the total contract price; and
- Upon termination, (a) MVSU shall immediately cease to use the Licensed Software, (b) MVSU shall forthwith deliver to Ellucian, all originals and copies of the Licensed Software and Documentation, and (c) any right to damages shall not be prejudiced by termination. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity shall survive the termination.

**Contract Amount:** The total cost of the agreement is \$109,560.

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

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**Contractor Selection Process:** MVSU has an existing master agreement with Ellucian.

**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 Valley State University and Ellucian Company LP for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

**8. MVSU – REQUEST FOR APPROVAL OF A RESOLUTION FOR A 5311 GRANT APPLICATION (CARES ACT) WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**Agenda Item Request:** Mississippi Valley State University (MVSU) requests approval of a resolution authorizing the filing of an application with the **Mississippi Department of Transportation (MDOT)** for CARES Act Funds – COVID19 Grant 5311 to cover administrative operating and capital cost at 100% federal share, to assist in providing transportation services.

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

MVSU has been awarded this grant for over the past 20+ years to provide transportation to the campus community as well as citizens in the surrounding communities where public transportation is non-existent.

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

**AUTHORIZING RESOLUTION**

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

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Transportation Program grant funded as it relates to the Coronavirus (COVID-19) Aid, Relief, and Economic Security (CARES) Act to prevent, prepare for, or respond to public transportation related impact of the COVID 19 emergency. The BOARD also does hereby certify that the Applicant is eligible to apply for this grant and is not aware of any reasons or conditions that prohibit the Applicant organization nor any of its staff, officers or directors from receiving, administering or disbursing federal funds. (1) The Board agrees to comply with the Federal Transit Administration's and The Mississippi Department of Transportation's requirements as contained in the award agreement; (2) the Applicant will carry out the project as described in the approved application. By this resolution the Board also officially authorizes **Mississippi Valley State University** to execute a contract agreement with the Mississippi Department of Transportation.

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Chairman/President)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Typed Name)

**Staff Recommendation:** Legal Staff has reviewed the proposed Authorizing Resolution submitted by Mississippi Valley State University requesting authorization to file an application with the Mississippi Department of Transportation for a Section 5311 Rural Areas Transportation Program grant funded as it relates to the CARES Act for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

**9. UM- REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH CAS, A DIVISION OF THE AMERICAN CHEMICAL SOCIETY**

**Agenda Item Request:** The University of Mississippi Libraries request permission to enter into a five-year pricing agreement with **CAS, a division of the American Chemical Society**, to the research database SciFinder. This agreement would reduce the rate of price increase from 7.8% per year to 3.85% per year over the life of the agreement. The subscription to this resource would continue even without this agreement, but at a greater cost to the Libraries.



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UM Libraries also request permission to pay the costs of this subscription prior to the start of any subscription year, as is standard procedure for subscriptions.

**Contractor's Legal Name: CAS**

**History of Contract:** UM Libraries have a long-standing subscription to this research database, and this proposed agreement is the second such agreement. The existing agreement was approved by the IHL Board in May of 2015.

**Specific Type of Contract:** This is a contract for subscription access to an electronic database.

**Purpose:** The purpose of the agreement is to secure a specified rate of price increase for this database subscription.

**Scope of Work:** This contract is for informational content.

**Term of Contract:** The term of the agreement will be five years beginning July 2020 and ending June 2025.

**Termination Options:** UM Libraries retain the right to terminate this agreement in the event that the funds used to pay for the contract become unavailable due to a decrease or change in the legislative appropriation.

**Contract Amount:**

July 2020-June 2021	\$115,420
July 2021-June 2022	\$119,805
July 2022-June 2023	\$124,360
July 2023-June 2024	\$129,085
<u>July 2024-June 2025</u>	<u>\$133,990</u>
Total	\$622,660

**Funding Source for Contract:** Subscription costs for this agreement will be funded by the Library's materials budget, derived from educational and general funds and from specified endowments.

**Contractor Selection Process:** CAS is the only provider of this specific database, and it has been selected by a subject specialist librarian in consultation with research faculty.

**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*

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

**10. UM – REQUEST FOR APPROVAL TO ENTER INTO A FIRE PROTECTION AGREEMENT WITH CITY OF OXFORD, MISSISSIPPI**

**Agenda Item Request:** The University of Mississippi (“the University”) requests approval to enter into another fire protection agreement with the **City of Oxford (“the City”)**. The University currently leases 1.7 acres to the City to support the new fire station on McElroy Drive and leases a parcel of property on Intramural Drive to support another fire station. Although part of the proposed fire protection agreement, the lease agreements fall below the threshold requiring Board approval. The annual fire protection fee will be paid in four equal installments on the first business day of each quarter.

**Contractor’s Legal Name:** City of Oxford, Mississippi

**History of Contract:** Since 1986, the City has provided fire protection service for the University through a series of agreements. The existing fire protection agreement between the parties expires June 30, 2020. The proposed fire protection agreement is substantially similar to the existing fire protection agreement, with a reasonable increase in the annual fire protection fee from \$575,072 to \$585,423.

**Specific Type of Contract:** This is a fire protection agreement with related lease agreements.

**Purpose:** The proposed fire protection agreement allows the University and the City to share fire protection services through a single fire department. Both parties have determined that sharing such services costs each party less than it would for each party to maintain its own fire department. Further, sharing such services assures consistent, professional protection for both parties and assures a better staffed, better trained, and better equipped department than either party would be able to maintain separately.

**Scope of Work:** The City will provide the University general fire protection services, including establishing a fire committee, training, inspections and other fire safety measures, fire protection and other emergency response services. The University leases to the City 1.7 acres on McElroy Road to support the new fire station. The University also leases to the City a parcel of property on Intramural Drive to support another new fire station.

**Term of Contract:** The City will continue providing general fire protection for the University’s entire Oxford campus for a three-year period, beginning July 1, 2020 and ending June 30, 2023.

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**Termination Options:** The proposed fire protection agreement expires June 30, 2023. There are no other termination options contained in the agreement.

**Contract Amount:** The University shall pay the City an annual fire protection fee in four, equal quarterly installments to be paid on the first business day of each quarter. During the first year of the proposed fire protection agreement, the base annual fire protection fee shall be \$585,423. In the second and third years of this agreement, the annual fire protection fee will be adjusted by the most recent annual Consumer Price Index published by the United States Bureau of Labor Statistics. However, the fee paid by the University to the City for each subsequent year shall not be less than the fee paid for the preceding year.

The University will pay the City an annual capital contribution of \$75,000 to assist the city in servicing its bonded indebtedness incurred to finance construction of the new fire station on McElroy Drive. The University will also continue support of the new fire station servicing the campus by leasing to the city 1.7 acres adjoining the new station as well as supporting the fire station on Intramural Drive in another lease to the City. The City will pay \$50 per year per lease in accordance with the terms of both leases.

YEAR	Fire Protection Fee*	Capital Contribution	Revenue Lease Agreement	TOTAL
Year 1	\$585,423	\$75,000	(\$100)	\$660,323
Year 2	\$600,059	\$75,000	(\$100)	\$674,959
Year 3	\$615,060	\$75,000	(\$100)	\$689,960
TOTAL	\$1,800,542	\$225,000	(\$300)	\$2,025,242

*\*In Years 2 & 3, the Fire Protection Fee will be adjusted by the most recent annual Consumer Price Index published by the United States Bureau of Labor Statistics. For illustrative purposes, THE UNIVERSITY has used a CPI of 2.5%.*

**Funding Source for Contract:** Educational and general funds provide the funding required for this contract.

**Contractor Selection Process:** As stated above, the City has provided fire protection service to the University since 1986 through a series of agreements. The proposed fire protection agreement is substantially similar to the existing agreement. Bids or proposals from contractors other than the city were not requested as the city is the only contractor with the ability to provide such services.

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

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

**11. UM– REQUEST FOR APPROVAL TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH HOAR PROGRAM MANAGEMENT, LLC**

**Agenda Item Request:** The University of Mississippi Department of Facilities Planning requests approval to amend the original Master Services Agreement **with Hoar Program Management, LLC (HPM)** for the University of Mississippi New STEM Building.

**Contractor’s Legal Name:** Hoar Program Management, LLC

**History of Contract:** The original contract was approved by the IHL Board at their February 2018 meeting and executed that same month.

**Specific Type of Contract:** This is an amended professional services contract.

**Purpose:** The purpose of this Amended Master Services Agreement is to include additional Owner’s Representative responsibilities in the scope of work, reflect increased staffing rates due to project delays, and increase the agreement duration for the new STEM building to May 31, 2023. Revisions to the original agreement are located in the agreement title; Paragraphs 5.2, 8.1, 9.5.1, 12.2, 12.11, 12.12; the listing of Exhibits on Page 8; Exhibit A; and Exhibit B.

**Scope of Work:** The scope of work includes all tasks as identified in the amended Exhibit A - Scope of Services for the new STEM Building with additional details in the amended Exhibit B.

**Term of Contract:** The original duration of the Master Services Agreement is February 16, 2018 – June 16, 2020. This Amended Master Services Agreement maintains the original agreement start date of February 16, 2018 and extends the duration of the Agreement to the updated anticipated completion of construction and close-out date of May 31, 2023.

**Termination Options:** The contract may be terminated by UM for convenience if project is canceled or indefinitely deferred, for default, for force majeure, in the event that funds associated for payment of this contract become unavailable due to a decrease or change in the legislative appropriation, or for HPM’s lack of compliance with the Mississippi Employment Protection Act. HPM may terminate the contract for nonpayment by UM, suspension of the Project for more than ninety (90) days, material breach or failure of UM to comply with this Contract, or force majeure.

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**Contract Amount:** The contract amount per the original agreement is \$1,025,706. The additional fee for the increased responsibilities and services reflected in this amended agreement is \$557,043.27. The new contract total is \$1,582,749.27.

**Funding Source for Contract:** The funding source for this contract is internal R&R funds.

**Contractor Selection Process:** UM solicited Request for Qualifications via public advertisement. Five (5) firms submitted qualification packages. From the five (5) firms, the selection committee selected three (3) firms for in-person interviews. The selection committee interviewed the three firms and selected HPM as the successful firm to provide Owner's Representative Services.

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

**12. UM– REQUEST FOR APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH WHELAN EVENT STAFFING SERVICES, INC.**

**Agenda Item Request:** The University of Mississippi (UM) Athletics Department requests approval to amend the original agreement with Whelan Event Staffing Services, Inc. signed on June 25, 2015 and amended on August 30, 2017.

**Contractor's Legal Name:** Whelan Event Staffing Services, Inc.

**History of Contract:** The original agreement was approved by the IHL Board in June of 2015, signed on June 25, 2015, effective July 1, 2015, and renewable after the initial contract year for additional one year periods up to five years (June 30, 2020). The first amendment was approved by the IHL Board in August of 2017, signed on August 30, 2017, and changed the pricing and cancellation terms of the original agreement. This will be the second amendment to the original agreement.

**Specific Type of Contract:** This is an amendment to a service agreement for guest service staffing of the Athletics Department.

**Purpose:** The purpose of this amendment is to extend the service period. The current agreement states the agreement may be renewed after the initial contract year for additional one (1) year periods up to five (5) years in total ending on June 30, 2020. This

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second amendment states the agreement may be renewed after the initial contract year for additional one (1) year periods up to six (6) years in total ending on June 30, 2021.

With the agreement ending on June 30, 2020, the Athletics Department started the Request for Proposal (RFP) process in early March to select a guest service staffing vendor for the upcoming fiscal year. This process involves vendors coming to campus to assess our needs and requirements and to present their proposals. Due to COVID-19 social distancing requirements issued in March, the vendors were not allowed on campus to assess our needs, and the Athletics Department could no longer evaluate the vendors. This second amendment will extend the agreement an additional year which will provide the needed services and time for the Athletics Department to start a new RFP process next spring.

**Scope of Work:** The scope of work involves providing the University of Mississippi Athletics Department with staffing for security and guest service positions as deemed necessary by the Athletics Department. These positions could include but are not limited to security, ticket takers, ushers, parking attendants, and transportation agents.

**Term of Contract:** This second amendment extends the original agreement that began July 1, 2015 for an additional one (1) year ending on June 30, 2021.

**Termination Options:** The Service Agreement can be terminated for convenience by either party. The effective date of termination shall be ninety (90) days from the date of written notice of termination. In addition, this Service Agreement may be terminated by either party due to a breach of a material provision which the breaching party fails to cure within thirty (30) days of receipt of written notice from the non-breaching party. This Agreement may be terminated without notice if it is determined that the Agreement was obtained by fraud, collusion, conspiracy, or any other unlawful means.

**Contract Amount:** The cost of this agreement is billed on a rate structure for all scheduled hours worked by Whelan employees. The estimated yearly cost based on historical positions needed would be approximately \$1,350,000 per year.

**Funding Source for Contract:** The funding source for this contract is self-generated intercollegiate athletic revenues.

**Contractor Selection Process:** The selection of Whelan Event Staffing Services, Inc. was based on Request for Proposal (RFP) #536 that was evaluated by the Athletics Department on a pre-determined point system.

**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 and Whelan Event Staffing Services, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.**

**13. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH ADAPTIVE BRANDING, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a marketing and branding service agreement with Adaptive Branding, LLC (Adaptive). This agreement will provide marketing and advertising strategies, research analysis, media plans, creation and placement of UMMC's advertising and media, which includes oversight and audits.

**Contractor's Legal Name: Adaptive Branding, LLC**

**History of Contract:** This is a new contract for marketing and branding services. Historically, UMMC has contracted with vendors to provide marketing and branding services, but in recent years made significant efforts to provide those services internally where possible. UMMC previously contracted with Adaptive to provide marketing and branding services that it could not perform internally for an amount less than \$250,000. With the opening of the Children's Expansion, UMMC expects to have increased need for marketing and branding services during the contract term.

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

**Purpose:** The purpose of the agreement is to provide marketing and advertising strategies, research analysis, media plans, creation and placement of UMMC's advertising and media, which includes oversight and audits.

**Scope of Work:** Under the agreement, Adaptive will provide:

- marketing research, including but not limited to marketing plan development, consumer insights and communication strategy;
- marketing and branding consulting and management;
- creative and concepting services, including campaign strategy and planning, print advertising and collateral, outdoor advertising, video production and editing and asset development;
- digital media services, including creative campaign design and optimization, website design and development, mobile marketing, social media and content marketing and digital media and search programs;
- media communications planning, paid media planning, and mix media monitoring and analysis; and
- analytics, including sales performance, product performance, web analytics, social medial sentiment and engagement, and year-over-year comparative data.

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**Term of Contract:** The term of the agreement is two (2) years, from July 1, 2020, through June 30, 2022.

**Termination Options:** Termination options include:

- By agreement of the parties;
- Failure by Adaptive to comply with the federal E-Verify program;
- By UMMC with or without cause upon thirty (30) days' written notice to Adaptive;
- By UMMC in the event Adaptive refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract if not cured within ten (10) days;
- Immediately upon Adaptive's breach of any of the following ongoing representations and warranties that Adaptive, its officers, directors and employees:
  - are not currently excluded, debarred, or otherwise ineligible to participate in any federal healthcare 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 Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
  - if Adaptive is to receive any patients' personal health information, Adaptive 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; and
- In the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days.

**Contract Amount:** The total estimated cost of the agreement over the two (2) year term is \$4,000,000. All services will be billed at an hourly rate of \$110/ hour. All outside costs, such as media placements, will be billed at 100% pass-through cost with no markups.

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

**Contractor Selection Process:** UMMC received proposals from three (3) potential vendors for marketing and branding services. Proposals from two (2) of the vendors



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included higher rates, which included media mark-up costs. Adaptive proposed hourly rates for media planning and buying services that were less expensive, and Adaptive does not charge media mark-up costs.

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

**14. UMMC – REQUEST FOR APPROVAL TO AMEND SERVICES AGREEMENT WITH BAY PEST CONTROL COMPANY, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its Pest Control Services Agreement with **Bay Pest Control Company Inc. (Bay Pest)** to provide add and remove locations for pest control services at UMMC. UMMC also requests approval to amend the agreement as needed to add or remove locations without seeking prior Board approval as long as adequate funds are available.

**Contractor's Legal Name:** Bay Pest Control Company, Inc.

**History of Contract:** On August 16, 2018, the Board approved the agreement with Bay Pest for pest control services at multiple UMMC locations. The term of the contract is five (5) years from September 1, 2018, through August 31, 2023. The original estimated total cost of the agreement over the five (5) year term was \$842,100.

**Specific Type of Contract:** This is the first amendment to the Pest Control Services Agreement.

**Purpose:** The purpose of the amendment is to add pest control services to the new children's hospital, Parking Garage D, the Mississippi Center for Emergency Services and to add an additional 5,424 sq.ft. of service area to the Face and Skin Center space. The amendment will also remove existing services at the following locations, Grenada Lake Medical Center, UNACARE, Children's North Clinic, The Blake Clinic at Jackson Medical Mall and UMMC's West Clinic in Winona, MS. The purpose of the agreement is to provide pest control services for multiple UMMC locations, ensuring continued patient health and safety at UMMC.

**Scope of Work:** Under the agreement, Bay Pest will:

- Provide an integrated pest management plan;
- Provide all necessary supervision, labor, materials and equipment for pest control;

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- Suppress and exterminate rodents, cockroaches, ants, flies, gnats bedbugs, spiders, any other arthropod pests, wood-destroying organisms and roosting birds;
- Utilize trapping devices for rodent control inside occupied buildings;
- Dispose of all trapped rodents and rodent carcasses in appropriate and timely manner;
- Provide a pest control plan for each building or site;
- Maintain a pest control logbook or file for each building or site treated;
- Provide on-call services on as-needed basis; and
- Respond within thirty to forty-five minutes, at all hours, for any pest control issues reported in patient care areas and/or employee workspace areas.

**Term of Contract:** The term of the agreement remains five (5) years, from September 1, 2018, through August 31, 2023. The amendment will begin July 1, 2020, and does not change the expiration date.

**Termination Options:** Termination options include:

- By agreement of the parties;
- Failure by Bay Pest to comply with the federal E-Verify program;
- By UMMC with or without cause upon thirty (30) days' written notice to Bay Pest;
- By UMMC in the event Bay Pest refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract if not cured within ten (10) days;
- Immediately upon Bay Pest's breach of any of the following ongoing representations and warranties that Bay Pest, its officers, directors and employees:
  - are not currently excluded, debarred, or otherwise ineligible to participate in any federal healthcare 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 Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
  - if Bay Pest is to receive any patients' personal health information, Bay Pest 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; and

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- In the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days.

**Contract Amount:** The total estimated cost of the amended agreement is \$940,000.00. The original estimated cost of the agreement over the five (5) year term was \$842,100.00. The amendment will add an additional monthly cost of \$2,929.96 for the remainder of the five (5) year term. For any new square footage added during the term of the agreement, the fee is \$0.01 per square foot.

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

**Contractor Selection Process:** UMMC is currently contracted with Bay Pest.

**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 Bay Pest Control Company, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

**15. UMMC – REQUEST FOR APPROVAL OF AMENDMENT 2 TO AGREEMENT NO. 18863, BIOPLEX® 2200 SYSTEM RENTAL AGREEMENT PLAN WITH BIO-RAD LABORATORIES, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval of Amendment 2 to Agreement No. 18863, Bioplex® 2200 System Rental Agreement Plan with **Bio-Rad Laboratories, Inc.** to extend the term of the agreement, update the rental terms, revise items, amend provisions on insurance and indemnification, and add information security language.

**Contractor's Legal Name:** Bio-Rad Laboratories, Inc. (Bio-Rad)

**History of Contract:** On August 24, 2014, the Board approved Agreement No. 18863, Bioplex 2200 System Rental Agreement Plan for up to a five (5) year term and total cost of \$1,906,293.56. On November 1, 2017, the Board approved the first amendment to Agreement No. 18863 which reduced UMMC's commitment to purchase certain tests, reduced the costs for tests, added new tests and assays currently performed on other platforms at UMMC or sent to outside reference laboratories, provided additional training of the Evolis system, clarified the Agreement start date and reduced the approved amount to \$1,506,055.13. The current agreement expires on June 30, 2020. UMMC would like to extend it for one (1) year.

**Specific Type of Contract:** Amendment 2 to Agreement No. 18863

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**Purpose:** The purpose of Amendment 2 is to extend the term of the agreement, amend provisions on insurance and indemnification, and add information security language. The agreement is for the rental of a BioPlex 2200 System, Evolis Microplate Processor, and related equipment, as well as the purchase of consumables and service for the systems. The BioPlex and Evolis system are utilized to provide diagnostic laboratory testing, including testing for Rubella, Measles, Mumps, CMV, and Syphilis. Additionally, the Evolis system is an open-channel testing equipment that can run assays from manufacturers other than BioRad as needed.

**Scope of Work:** Under the amended agreement, Bio-Rad will continue to:

- rent to UMMC one each of the following: Bio-Plex 2200 System, HP Printer, UPS Backup System for Bio-Plex, Evolis Microplate Processor, and UPS Backup System for Evolis,
- sell the associate reagent kits, consumables, controls, and calibrators for both equipment systems,
- provide Silver Service for the Bio-Plex system, and
- provide service for the Evolis system.

**Term of Contract:** The term of the amended agreement is six (6) years, from July 1, 2015, through June 30, 2021. The original Agreement was for one (1) year with four (4) automatic one (1) year renewals. The start date of the Agreement was upon the 'go live date,' which was July 1, 2015. The Second Amendment extends the agreement one (1) additional year through June 30, 2021.

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

- by either party upon thirty (30) days advance notice of non-renewal to the other party,
- in the event UMMC acquires title to the equipment,
- by Bio-Rad in the event UMMC fails to make payment when due,
- by Bio-Rad in the event UMMC materially breaches the agreement and fails to cure the breach with thirty (30) days after the date of written notice of the breach,
- by Bio-Rad in the event UMMC commences bankruptcy proceedings,
- in the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC, and
- failure by Bio-Rad to comply with the federal E-Verify Program.

**Contract Amount:** The total estimated cost of the amended agreement is \$1,800,000.00. The previous approved cost of the agreement was \$1,506,055.13. During the extended term, UMMC anticipates the need for an additional \$292,345.03.

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

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**Contractor Selection Process:** UMMC is currently contracted with Bio-Rad Laboratories, Inc.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property 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 Bio-Rad Laboratories, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

**16. UMMC – REQUEST FOR APPROVAL TO AMEND AGREEMENT WITH DUTCH OPHTHALMIC USA, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its agreement with **Dutch Ophthalmic USA, Inc.** to extend the term of the agreement; amend the sections on insurance and notice; include sections on information security, compliance with laws, and indemnification; and add items for purchase to document discounted pricing. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, UMMC requests a waiver to allow payment of the annual maintenance or service fee in advance of the coverage year. 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:** Dutch Ophthalmic USA, Inc. (Dutch Ophthalmic)

**History of Contract:** On June 15, 2017, the Board approved the System Placement Program Agreement with Dutch Ophthalmic for a three (3) year term and a total cost of \$1,635,992.00. The agreement expires on June 30, 2020. UMMC would like to extend it for two (2) years.

**Specific Type of Contract:** Amendment to the EVA System Placement Program Agreement

**Purpose:** The purpose of the amendment is to extend the term of the agreement; amend the sections on insurance and notice; include sections on information security, compliance with laws, indemnification; and add items for purchase to document discounted pricing. The purpose of the agreement is for the purchase vitrectomy disposable products from Dutch Ophthalmic and allows for placement of two (2) Vitrectomy Systems at no charge.

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**Scope of Work:** Under the amended agreement, Dutch Ophthalmic will provide:

- placement of two (2) Vitrectomy Systems at no charge,
- discounted pricing on disposable packs and products, and
- any necessary repairs and maintenance to the Vitrectomy System in exchange for the annual Service Fee.

UMMC will provide:

- payment for annual service fee for maintenance of the systems,
- purchase of disposables at a minimum of four hundred (400) vitrectomy packs per year, and
- access to UMMC facility for Dutch Ophthalmic to perform equipment maintenance.

**Term of Contract:** The term of the amended agreement is five (5) years, from July 1, 2017 through June 30, 2022. The original agreement was for three (3) years, from July 1, 2017, through June 30, 2020. The amendment extends the agreement for two (2) additional years through June 30, 2022.

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

- by either party upon ninety (90) days written notice,
- by Dutch Ophthalmic in the event UMMC does not keep the equipment in good operating order or allow Dutch Ophthalmic access to the equipment,
- in the event of reduction in funds to UMMC,
- by Dutch Ophthalmic in the event of a breach by UMMC,
- by UMMC if any price change by Dutch Ophthalmic cannot be met,
- by Dutch Ophthalmic in the event any critical materials and supplies necessary for maintenance become unavailable upon commercially reasonable terms,
- by Dutch Ophthalmic upon sixty (60) days written notice in the event UMMC's overall vitrectomy surgery volume is less than 50 procedures in any obligation period, and
- failure by Dutch Ophthalmic to comply with the federal E-Verify program.

**Contract Amount:** The total estimated cost of the amended agreement is \$3,350,000.00. The cost of the original agreement was \$1,635,992.00. During the extended term, UMMC anticipates the need for an additional \$1,708,090.96.

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

**Contractor Selection Process:** UMMC is currently contracted with Dutch Ophthalmic.

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**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. 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 Dutch Ophthalmic USA, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

**17. UMMC – REQUEST FOR APPROVAL OF AMENDMENT TO PURCHASE AGREEMENT WITH GENERAL DEVICES LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval of an amendment to its Purchase and License Agreement with **General Devices LLC** to revise the quantities of the hardware needed with the Mobile Tele-Assist System (MTAS or system).

**Contractor's Legal Name:** General Devices LLC (General Devices)

**History of Contract:** On February 21, 2019, the Board approved UMMC to enter into a Purchase and License Agreement with GD for the Mobile Tele-Assist System. The term of the agreement is two (2) years, from February 25, 2019, through February 24, 2021. The total approved cost of the agreement is \$596,180.00.

**Specific Type of Contract:** Amendment to the Purchase and License Agreement

**Purpose:** The purpose of the amendment is to update hardware items needed in the system. The system will provide telemedicine directly to first responders in the field through a secure and direct transmission of video, data, and telemetry services through UMMC's MED-COM. The system aims to improve patient assessment capabilities of EMS responders, facilitate appropriate transport, and improve patient outcomes for transported patients through increased access to information supporting timely medical decision-making.

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

- hardware consisting of one (1) Panasonic Toughbook Computers Model CF33 w/Premium Keyboard or equivalent, Mount, 12V Power Adapter and mounting bracket for Toughbook, Sierra Wireless AirLink MG90 Router w/Antenna's or equivalent, and Sony EVID90 Camera or equivalent and eight (8) Panasonic Toughbook Computers Model CF33 no keyboard or equivalent, Mount, 12V Power Adapter and mounting bracket for Toughbook, Sierra

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Wireless AirLink MG90 Router w/Antenna's or equivalent, Sony EVID90 Camera or equivalent, and Rugged Box w/GoBox Case,

- e-bridge software licenses, network infrastructure, maintenance and support,
- custom configuration and implementation of the MTAS,
- training and training material, and
- project management and documentation.

**Term of Contract:** The term of the agreement remains unchanged at two (2) years, from February 25, 2019, through February 24, 2021. The term of the amendment will begin upon last signature.

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

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

**Contract Amount:** There is no additional cost for the amendment. The total cost of the agreement remains \$596,180.00.

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

**Contractor Selection Process:** UMMC is currently contracted with General Devices.

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



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**18. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MUNICIPAL ADVISORY AGREEMENT WITH HILLTOP SECURITIES, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Municipal Advisory Agreement with **Hilltop Securities Inc.** for the provision of financial advisory services. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, UMMC also requests a waiver to allow prepayment of an annual retainer.

**Contractor's Legal Name:** Hilltop Securities, Inc. (Hilltop)

**History of Contract:** On June 18, 2015, the Board approved a five (5) year agreement with First Southwest Company, LLC (FSC), for a total cost up to \$275,000. In February 2016, FSC merged with HilltopSecurities and assigned the agreement to HilltopSecurities. The current agreement will expire June 30, 2020. At this time, there are no immediate plans for new debt. The proposed agreement will allow the ability to retain HilltopSecurities for any potential future issuances or refinancing.

**Specific Type of Contract:** Municipal Advisory Agreement

**Purpose:** The purpose of the agreement is to provide financial advisory services to help ensure lowest cost of capital when borrowing, provide debt service and capital management planning, insure regulatory compliance with bond issuance, financial planning, trend analysis, debt analysis, and industry information to assist UMMC Finance in decision making and direction.

**Scope of Work:** Under the Agreement, Hilltop will provide the following municipal advisory services:

- new issuances of municipal securities, including planning, debt management, and financial implementation,
- baseline advice on outstanding issuances of municipal securities,
- particularized services on outstanding issuances of municipal securities,
- services as independent registered municipal advisor, and
- other services relating to municipal securities, including capital improvement programs, long-range planning, refundings and tender offers, and continuing disclosure documents.

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

**Termination Options:** The agreement may be terminated by UMMC upon 30 days prior written notice.

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**Contract Amount:** The total estimated cost of the agreement is \$275,000 over the five (5) year term. This amount includes an annual \$25,000 retainer fee and an estimated \$150,000 in transaction fees to be paid out over the term. The annual retainer fee shall be credited against the total amount of transaction fees received by HilltopSecurities during the contract year in which the transaction fees occur.

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

**Contractor Selection Process:** HilltopSecurities was selected based on its expertise in bond issues, financial analysis, and the quality of previous service provided to UMMC. Knowledge of UMMC, regional and national underwriters, IHL procedures and processes is important and has value. Knowledge of academic healthcare and public entities, as well as HilltopSecurities' previous satisfactory services provided to UMMC played a role in the selection.

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

**19. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH HORNE LLP**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement with **Horne LLP (Horne)** for the provision of Medicare and Medicare Advantage bad debt reporting services related to UMMC's net patient service revenue (deductibles and coinsurance), including analyses of underlying systems, methodologies, and processes. The objective of the net revenue recovery service engagement is to understand and address, as identified, instances where UMMC has experienced net revenue leakage due to policies, procedures, systems, and methodologies that, for various reasons, under-reported deductibles and coinsurance reimbursement.

**Contractor's Legal Name:** Horne LLP

**History of Contract:** This is a new agreement for Medicare and Medicare Advantage bad debt reporting services.

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

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**Purpose:** The purpose of the agreement is to enable UMMC to reasonably recoup net revenue leakage that has occurred related to deductibles and coinsurance identified issues. Horne will review Medicare and Medicare Advantage bad debt reporting services related to UMMC's net patient service revenue (deductibles and coinsurance), including analyses of underlying systems, methodologies, and processes. The objective of the net revenue recovery service engagement is to understand and address, as identified, instances where UMMC has experienced net revenue leakage due to policies, procedures, systems, and methodologies that, for various reasons, under-reported deductibles and coinsurance reimbursement.

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

- Perform a comprehensive assessment of Medicare and Medicare Advantage deductibles and coinsurance in UMMC's net patient service revenue cycle for the periods ending June 30, 2013 through June 30, 2019; and
- Implement procedures to recoup net revenue lost from under reported amounts historically and to recover prospective deductibles and coinsurance associated with similar identified issues, if any.

**Term of Contract:** The term of the agreement is one (1) year from July 1, 2020, through June 30, 2021.

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

- by agreement of the parties;
- by UMMC upon sixty (60) days' written notice with or without cause;
- if Horne 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 Horne's breach of any of the following ongoing representations and warranties that Horne, 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 Horne being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and

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

**Contract Amount:** The estimated cost of the agreement is \$1,150,000 over the one (1) year term. Horne's fee is a sliding scale performance-based fee calculated as a percentage of the incremental net financial (cash) benefit to UMMC, ranging from 22.5%-15% incremental rate.

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

**Contractor Selection Process:** Horne was selected based upon its experience and expertise in these services.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for 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 Horne LLP for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

**20. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A REAGENT RENTAL PROPOSAL WITH WERFEN USA LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Reagent Rental Proposal with **Werfen USA LLC** d/b/a Instrumentation Laboratory for the lease of twenty-seven (27) GEM 5000 analyzers, the purchase of reagents and supplies needed for diagnostic testing, service for the instruments, and training. Additionally, UMMC requests permission to add and remove items 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 or Services*, UMMC also requests a waiver to allow prepayment of service on an annual basis.

**Contractor's Legal Name:** Werfen USA LLC d/b/a Instrumentation Laboratory (Werfen)

**History of Contract:** UMMC currently owns twenty-two (22) GEM analyzers. On May 15, 2014, the Board approved a five (5) year reagent rental agreement between

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UMMC and Werfen for the eighteen (18) GEM Analyzers and supplies at a cost of \$2,375,767.89. Over the years, UMMC separately purchased four (4) GEM analyzers without requirement of a contract. All UMMC-owned analyzers are now at end of life and are in need of replacement. After installation and go-live of the leased equipment, UMMC plans to dispose of the twenty-two (22) owned pieces of equipment.

**Specific Type of Contract:** Reagent Rental Proposal and Agreement Form

**Purpose:** The purpose of the agreement is to lease twenty-seven (27) GEM 5000 analyzers as well as purchase reagents and supplies needed for diagnostic testing, service for the instruments, and training. The analyzers are used to perform blood gas analysis, hematocrit, and electrolyte testing on patients. This testing allows a physician to physician to evaluate lung function and acid-base imbalance that could indicate a respiratory, metabolic, or kidney disorder, and allow the clinician to monitor the effectiveness of treatment.

**Scope of Work:** Under the Agreement, Werfen will lease to UMMC twenty-seven (27) GEM 5000 analyzers, as well as provide associated reagents, supplies, controls, calibrators, software, service and training to UMMC. UMMC agrees to meet an annual purchase commitment.

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

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

- in the event of a reduction in funds,
- by either party in the event of a material breach and the breaching party fails to cure the breach within thirty (30) days after the date of written notice of the breach from the non-breaching party, or fails to commence diligent efforts to cure the breach if it cannot reasonably be cured within thirty (30) days, the non-breaching party may terminate this Agreement after a ten (10) day written notice to the breaching party, and
- by UMMC if products are not provided continuously for ninety (90) days due to a force majeure event, UMMC may terminate the agreement as to those products or services.

**Contract Amount:** The total estimated cost over the five (5) year term is \$5,625,000. UMMC has included an annual fifteen percent (15%) increase for potential price increases and patient volume growth.

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

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**Contractor Selection Process:** The IL GEM 5000 analyzers and related supplies 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. 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 Werfen USA LLC d/b/a Instrumentation Laboratory for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

**21. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH COOK MEDICAL LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Purchase Agreement with **Cook Medical LLC (Cook)** for the purchase of vascular, non-vascular, and specialty products such as balloons, catheters, stents, guidewires, dilators, and tracheostomy tubes used in surgical procedures and in critical care units. These products are needed for aortic disease intervention and percutaneous tracheostomy care in adult and pediatric patients. UMMC also requests approval to add or remove products and/or eligible facilities under the agreement without seeking prior Board approval so long as adequate funds are available.

**Contractor's Legal Name:** Cook Medical LLC

**History of Contract:** This is a new agreement with Cook. Previously, UMMC purchased these products without the requirement of a contract. However, Cook now offers a discount on products if UMMC will enter into an agreement.

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

**Purpose:** The purpose of the agreement is to purchase vascular, non-vascular, and specialty products such as balloons, catheters, stents, guidewires, dilators, and tracheostomy tubes used in surgical procedures and in critical care units. These products are needed for aortic disease intervention and percutaneous tracheostomy care in adult and pediatric patients.

**Scope of Work:** Under the agreement, UMMC will purchase vascular, non-vascular, and specialty products from Cook Medical at discounted prices.

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**Term of Contract:** The term of the agreement is two (2) years, from August 1, 2020, through July 31, 2022.

**Termination Options:** This agreement may be terminated by either party at any time upon thirty (30) days' written notice.

**Contract Amount:** The estimated cost of the agreement is \$2,850,000 over the two (2) year term. This includes a ten percent (10%) increase per year to allow for patient volume change.

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

**Contractor Selection Process:** The vascular, non-vascular, and specialty products such as balloons, catheters, stents, guidewires, dilators, tracheostomy tubes 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 Cook Medical LLC for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.

**22. UMMC – REQUEST FOR APPROVAL TO MODIFY A PRICING CONTRACT WITH INSPIRE MEDICAL SYSTEMS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to modify the total expenditure amount applicable to its agreement with **Inspire Medical Systems, Inc.** for surgical implants.

**Contractor's Legal Name:** Inspire Medical Systems, Inc. (Inspire)

**History of Contract:** On May 19, 2016, the Board of Trustees approved a three (3) year agreement with Inspire for an estimated total cost of \$658,275.00. On May 18, 2019, the Board approved an amendment to the Agreement to extend the term by two (2) years, update the products available for purchase under the Agreement, and add required terms and conditions. At the time of the amendment in May 2019, UMMC did not anticipate the need for additional funds based on historical usage. After entering into the Agreement in 2016, there was a slow start to performing these procedures. More recently, Inspire launched a marketing campaign to the public promoting the procedure and its products. In the last year, UMMC also marketed the procedure on a local level. The marketing attempts were largely successful, and the number of procedures increased from

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approximately five (5) per year to at least twenty-one (21) per year. Additionally, the one (1) physician who performs this procedure at UMMC returned from sabbatical, which greatly increased the procedures performed over the last year. Thus, UMMC overspent the amount originally projected for the Agreement. As of the date of this submission, UMMC has spent a total of \$881,050. The Agreement will expire on May 31, 2021.

**Specific Type of Contract:** Pricing Agreement

**Purpose:** The purpose of this request is to add funds to the Agreement and for approval of an overspend on the current contract. The Agreement, as amended, is for the purchase surgical implants to be used in procedures to treat sleep apnea, including but not limited to generators, leads, remotes, and programmers, on adult patients at the Jackson campus.

**Scope of Work:** The terms of agreement remain the same. Inspire will:

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

Under the agreement, UMMC will:

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

**Term of Contract:** The term of the agreement remains at five (5) years, June 1, 2016 through May 31, 2021.

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

- by either party at any time upon a thirty (30) day written notice,
- in the event of breach of a material term of the agreement by either party, unless such breach is remedied within the thirty (30) day period between notification of termination and the effective date of the termination,
- in the event of any reduction in funds,
- by UMMC if Inspire fails to comply with the federal E-Verify Program,
- by UMMC in the event that Inspire, acting as a business associate, as defined by the Health Insurance Accountability and Portability Act (HIPAA),



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- improperly uses or discloses protected health information in breach of the business associate agreement (BAA), and
- by UMMC if it makes the determination that a material condition of performance by Inspire, acting as a business associate, as defined by the HIPAA, has changed or the business associate has breached a material term of BAA.

**Contract Amount:** The new estimated total cost over the five (5) year term is \$2,262,950. The original estimated cost was \$658,275. To date, UMMC has spent an additional \$222,775 under the Agreement. UMMC anticipates the need for an additional \$1,381,900 for the remainder of the term.

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

**Contractor Selection Process:** N/A. This is a modification to an existing agreement.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Board staff recommends approval of this item. Board staff recommends approval of this item. (As the Board is being asked to provide approval to modify the total expenditure amount of the agreement, no additional approval by Legal Staff is required.)

**23. UMMC – REQUEST FOR APPROVAL TO AMEND THE USER LICENSE AGREEMENT AND EDUCATION SERVICES TERMS WITH QLIKTECH, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval of an amendment to its User License Agreement and Education Services Terms with **QlikTech, Inc.** to terminate the subscription maintenance for the DataMarket Services. All other subscriptions will remain in effect.

**Contractor's Legal Name:** QlikTech, Inc. (Qlik)

**History of Contract:** On June 20, 2019, the Board approved the User License Agreement and Education Services Terms with Qlik for the purchase of its business intelligence platform and various analytical software licenses, maintenance, and support. The agreement term is three (3) years, from June 20, 2019, through June 19, 2022.

**Specific Type of Contract:** Amendment to User License Agreement and Education Services Terms

**Purpose:** The purpose of the amendment is to remove the maintenance on three (3) Qlik DataMarket services in years two and three of the current agreement, while leaving the

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remainder of the agreement intact. Removing these facets of the contract will reduce the cost of the agreement. This will have no impact on the performance of the other solutions and UMMC's business operations using Qlik software. The purpose of the Agreement is to enable UMMC employees to leverage data to drive innovative decisions that improve health sciences, research, education, and business administration. This software is used to build data analysis applications based on end user criteria and identified data sources for the divisions throughout the organization.

**Scope of Work:** The Amendment will remove services related to the DataMarket subscription. The User License Agreement will continue to provide UMMC an enterprise license for Qlik SENSE, maintenance, and support on Qlik software. Under the Education Services Terms, Qlik will provide a subscription to Qlik's Continuous Classroom for its training courses.

**Term of Contract:** The term of the agreement remains three (3) years, from June 20, 2019, through June 19, 2022. The Amendment will be effective August 1, 2020, and ends coterminously with the Agreement.

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

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

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**Contract Amount:** The Amendment will reduce the cost of the Agreement by \$73,561.29. The total cost of the Agreement is now \$1,009,479.25.

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

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

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

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

**IHL PROJECTS .....**

**1. MSU – IHL 205-306 – IED Parking Lot Improvements**

**Project Request:** Mississippi State University requests approval to initiate a project, IED Parking Lot Improvements, and to appoint Pickering Firm, Inc. as the design professional.

**Proposed Project Professional:** Pickering Firm, Inc.

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

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**Purpose:** 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.

**Project Scope:** The project will involve the construction of a new parking lot over the existing gravel parking lot behind the IED building located on the campus of MSU.

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:** June 18, 2020

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

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

**Proposed Project Budget:**

	<u>Estimated</u>
Construction Cost:	\$ 1,791,070.00
Architectural and Engineering Fees:	120,300.00
Misc. Project Costs:	34,898.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>53,732.00</u>
<b>Total Project Budget</b>	<b>\$ 2,000,000.00</b>

**Proposed Funding Source(s):** MSU Internal Funds (\$2,000,000)

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

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**2. MSU – IHL 413-144 – Sustainable Bioproducts Facilities**

**Project Request:** Mississippi State University requests approval to initiate a project, Sustainable Bioproducts Facilities, and to appoint PryorMorrow as the design professional.

**Proposed Project Professional:** PryorMorrow

**Selection Method:** The project budget does exceed \$3M therefore the university is required to use 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.

**Project Scope:** This project will provide repair/renovations and capital improvements to facilities at the Sustainable Bioproducts complex. The Sustainable Bioproducts complex consists of 16 buildings, all with wood or composite siding. Several of the buildings are in need of roof replacements. Many of the buildings need siding replaced, window and roof trim repair, and most of the buildings need painting. Some of the buildings may need support poles replaced, fire alarms repaired, and some HVAC repairs. One of the buildings has damaged roof trusses and will need to be demolished and replaced.

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:** June 18, 2020

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

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

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**Proposed Project Budget:**

	<u>Estimated</u>
Construction Cost:	\$ 4,300,000.00
Architectural and Engineering Fees:	350,000.00
Misc. Project Costs:	150,000.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>200,000.00</u>
 <b>Total Project Budget</b>	 <b>\$ 5,000,000.00</b>

**Proposed Funding Source(s):** SB 3065, Laws of 2019 (\$5,000,000)

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

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

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

**3. MUW – GS 104-188 – Culinary Arts**

**Project Request:** Mississippi University for Women is requesting approval to increase the budget from a pre-plan budget of \$299,386 to \$5,955,613 for an increase in the amount of \$5,656,227. In addition, MUW requests to add SB 3065, Laws of 2019 as a funding source to the project as part of the budget increase.

**Current Project Phase:** Design Phase

**Design Professional:** JBHM Architects

**General Contractor:** TBD

**Purpose/Justification:** This increase is needed to cover costs associated with the project. The increase is needed to expand the contract to include construction documents and construction. MUW requested an additional \$13M in the 2020 Legislative Session to complete the funding for the construction of the Culinary Arts Building. The total project budget for the Culinary Arts building would be approximately \$19M if the \$13M of additional state bond funds requested is received in the 2020 Legislative Session. MUW will return to the Board at a future meeting for an additional budget increase request should the remaining funds needed to complete the project be received in the bond bill during the 2020 Legislative Session.



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**Project Scope:** This project involves the complete construction of a new 50,000 square foot building to house the university's premier culinary arts program and provide adequate parking space. The project includes adequate kitchen space, restaurant dining, classrooms, office space, and conference/meeting rooms. The project would address building systems, site drainage, etc. Surveys/abatement and all applicable codes will be addressed.

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

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

**Proposed Project Budget:**

	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Amount (+/-)</b>
Construction Costs	\$ 0.00	\$ 3,700,684.00	\$ 3,700,684.00
Architectural and Engineering Fees	\$ 206,908.00	\$ 1,139,985.00	\$ 933,077.00
Miscellaneous Project Costs	\$ 92,478.00	\$ 455,852.00	\$ 363,374.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 0.00	\$ 659,092.00	\$ 659,092.00
<b>Total Project Budget</b>	<b>\$ 299,386.00</b>	<b>\$ 5,955,613.00</b>	<b>\$ 5,656,227.00</b>

**Proposed Funding Source(s):** MUW Funds (\$25,000); SB 2906, Laws of 2015 (\$285,613); SB 3065, Laws of 2019 (\$5,645,000);

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

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**APPROVAL OF OTHER REAL ESTATE REQUESTS**

**4. UM – IHL 207-460 – Historic Monument Relocation**

**Project Request:** The University of Mississippi requests approval to relocate a historic monument to a more suitable location on the Oxford campus.

**Project Professional:** W. Mark Watson P.E.

**General Contractor:** McCarty King Company

**Purpose:** The University of Mississippi is seeking approval to relocate the historic Confederate Monument from the Circle to the University Cemetery. IHL Board of Trustees approval is required before the university can proceed with the relocation process.

**Project Scope:** The University of Mississippi is requesting to relocate the Confederate Monument from its current campus location, at the front of the Circle on University Avenue, to the University Cemetery, which is located on campus on Coliseum Loop.

A monument to confederate soldiers has stood on campus since 1906. The Mississippi Military Memorial Protection Act prohibits the relocation, removal, or alteration of monuments that commemorate military figures, except in a limited circumstance applicable here. See Miss. Code. Ann. § 55-15-8. As a governing body, the IHL may authorize the relocation of the confederate statute to a “more suitable location” deemed “more appropriate to displaying the monument.” See § 55-15-81(2); Miss. Attorney General, Opinion Letter No. 2017-00275, 2017 WL 5558441, \*2 (Miss. A.G. Oct. 2, 2017).

Before making this submission to the IHL, the university sought approval of its plan from the Mississippi Department of Archives and History. Under Mississippi law, the MDAH Board of Trustees must assess the appropriateness of any such plan, as noted in the board’s resolution on the university’s plan, “in the early stages of planning and before the letting of bids for public construction or improvement affecting Mississippi Landmarks.” The board determined that the university’s “plans and specifications for the move comply with the Secretary of the Interior’s Standards for Treatment of Historic Properties.” The MDAH Board unanimously approved the resolution on December 5, 2019. (*See attached resolution*)

The university’s privately funded plan proposes relocation to the University Cemetery because a cemetery is sacred ground that serves as the final resting place of the fallen.

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For that reason, cemeteries have long been deemed appropriate places for war memorials. The inscription on the Confederate Monument references those who are buried in the University Cemetery, and the relocation of the monument immediately adjacent to the cemetery would place the monument in a broader and more proper historical context.

In addition, the university's defined approach gives tremendous thought and planning into the work to be completed at the University Cemetery. These efforts, which will also be funded privately, will ensure that the University Cemetery will not only serve as a respected site for the Confederate Monument, but also a site for educational purposes on the UM campus. The Confederate Monument will be accessible by a newly-laid brick path surrounded by trees and enhanced with lighting. Included in these plans will be a new marker to recognize the men from Lafayette County who served in the Union Army as part of the United States Colored Troops during the Civil War. Within the walls of the cemetery, new headstones will be added to offer remembrance for the souls buried on the grounds along with a stone path to the existing marker in the cemetery. Cameras will be added in and around the University Cemetery to allow for continuous monitoring by the University Police Department.

The proposed plan has received written endorsement from various campus constituencies, including:

- The Associated Student Body
- The Graduate Student Council
- Faculty Senate
- Staff Council
- The Ole Miss Alumni Association
- The UM Foundation
- Ole Miss Athletics Foundation
- The Interfraternity Council, National Pan-Hellenic Council and the Panhellenic Council

The University of Mississippi gave careful time and consideration in developing a thoughtful plan to relocate its Confederate Monument on the basis that the University Cemetery is the most suitable location for this monument. The Monument is currently located in the Circle on the campus of The University of Mississippi. It will be carefully disassembled, transported, and reassembled to a more suitable site adjacent to the Confederate Cemetery, also on the UM campus.

The cost of the monument relocation is anticipated to be approximately \$1,150,000 and funded with private funds.

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**Date of Original Construction of Monument:** 1906

**Date of Last Renovation of Monument:** 2017 (Repaired)

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

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

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Butler Snow LLP as outside counsel for the provision of legal services in the areas of intellectual property (including patent prosecution), commercial, construction, taxation, and regulatory matters. The contract originated in November 2007. The term of the proposed contract is from July 1, 2020 to June 30, 2021. The blended hourly rate under the contract will be \$295.00 per hour for all attorneys, including patent work and \$95.00 per hour for all legal assistants. These rates are the same as those approved last year and are competitive with or less than those charged by similarly qualified attorneys. Total expenditures will not exceed \$100,000. Butler Snow carries professional liability insurance coverage in the amount of \$50 million per claim with an annual aggregate of \$100 million. This request is pending approval by the Attorney General.

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

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

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Evans Petree, PC as outside counsel to advise and represent the University with respect to construction matters, including but not limited to, construction and design professional contracts, public procurement, potential bid protests, and other matters related to design, construction, and project management and related disputes. Joseph T. Getz will be the primary attorney performing work for the University. The contract originated in March 2013. The term of the proposed contract is from July 1, 2020 to June 30, 2021. The proposed hourly rates are the same as those approved last year, with partners ranging from \$265 to \$295 per hour, associates from \$175 to \$225 per hour, and paralegal services from \$95 to \$110 per hour. The maximum amount payable under the contract will be \$40,000. Evans Petree carries professional liability insurance coverage in the amount of \$20,000,000 per claim with an annual aggregate of \$20,000,000. This request is pending approval by the Attorney General.

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

**3. UM – APPROVAL TO AMEND CONTRACT WITH HERSHKOVITZ & ASSOCIATES, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi seeks approval to amend its existing legal services agreement with the law firm of Hershkovitz & Associates PLLC, who provides legal

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services in the area of intellectual property matters. Under the parties' existing legal services agreement, the total expenditures for FY 2020 may not exceed \$150,000. UM seeks to amend the agreement to increase the allowable expenditures for FY 2020 by an additional \$50,000, for a total of \$200,000 in allowable expenditures. This increase is necessary because one of the university's commercialization partners has chosen to pursue patent protection in more countries than initially anticipated and two prosecutions in the United States have been completed faster than originally anticipated. All other remaining provisions of the parties' current legal services agreement remain the same. Specifically, the term of the agreement remains July 1, 2019 through June 30, 2020. The blended hourly rate under the agreement remains at \$595.00 per hour for all attorneys, including patent work and \$75.00 per hour for all paralegals. These rates are unchanged from last fiscal year and are competitive with or less than those charged by similarly qualified attorneys. Hershkovitz & Associates, PLLC carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$1,000,000. This request is pending approval by the Office of the Attorney General.

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

**4. UM – APPROVAL TO RENEW CONTRACT WITH HERSHKOVITZ & ASSOCIATES, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Hershkovitz & Associates, PLLC ("Hershkovitz") as outside counsel so that Eugene Rzucidlo, an attorney practicing with Hershkovitz, may continue to assist the University with pharmaceutical and natural products patent applications and related intellectual property and commercialization issues. Mr. Rzucidlo is one of a few patent lawyers in the world who is also a natural products chemist, and the University has worked with Mr. Rzucidlo on the most challenging natural products patents for many years. Mr. Rzucidlo's hourly rate is \$595 per hour, which is the same as approved for last year and is comparable to similarly qualified and experienced patent counsel. The term of the proposed contract is from July 1, 2020 to June 30, 2021. Total expenditures will not exceed \$150,000. Hershkovitz & Associates, PLLC carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$1,000,000. This request is pending approval by the Attorney General.

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

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**5. UM – APPROVAL TO RENEW CONTRACT WITH HOGAN LOVELLS AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Hogan Lovells, so that the firm can continue to provide legal advice and counsel regarding the various international laws, privacy, tax, and compliance requirements attendant to the University of Mississippi offering online educational programs in various international markets. The term of the legal services contract is July 1, 2020 to June 30, 2021. The hourly rate will be \$795 per hour for Hogan Lovells partner William Ferreira and \$470 per hour for Hogan Lovells associate Adeline Rosales, with a maximum amount payable under the contract of \$35,000. This firm carries professional liability insurance coverage in the amount of \$27,531,385 per claim with an annual aggregate of \$82,593,131. This request is pending approval by the Attorney General.

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

**6. UM – APPROVAL TO RENEW CONTRACT WITH HOLLAND & KNIGHT LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Holland & Knight LLP in the area of Title IX risk management and regulatory compliance, including athletic equity in intercollegiate athletics. Partner Janet P. Judge will be the primary attorney performing work for the University. The term of the proposed contract is from June 1, 2020 to June 30, 2021. Ms. Judge is a Title IX subject matter expert with more than thirty years of experience in higher education and intercollegiate sports. Ms. Judge is offering her legal services at a discounted rate of \$525.00 per hour, which is comparable to similarly qualified Title IX counsel with her wealth of experience. Total expenditures will not exceed \$40,000. Holland & Knight carries professional liability insurance coverage in the amount of \$10,000,000 per claim with an annual aggregate of \$20,000,000. The request is pending approval by the Attorney General.

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

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

The University of Mississippi requests approval to renew its contract for legal services with the law firm of Mayo Mallette, PLLC as outside counsel so that it may continue to assist the University with a litigated matter, *In Re Estate of Blackburn*. The firm will

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also assist the University with real estate matters, compliance, the management of e-discovery, internal investigations, and other legal matters as assigned. The hourly rate for the firm's legal services on the *Blackburn* matter will remain the same at \$165 per hour for partners, \$135 per hour for associates, and \$65.00 per hour for legal assistants. The hourly rate for the firm's legal services on all other matters will be \$200.00 per hour for partners, \$200 for per hour for associates, and \$95.00 per hour for legal assistants. These rates are competitive with or less than those charged by similarly qualified attorneys. The term of the proposed contract is from July 1, 2020 to June 30, 2021. Total expenditures will remain the same as last year and not exceed \$60,000. Mayo Mallette carries professional liability insurance coverage in the amount of \$2,000,000 per claim with an annual aggregate of \$2,000,000. This request is pending approval by the Attorney General.

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

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

The University of Mississippi requests approval to enter into an agreement for professional services with the law firm of Phelps Dunbar LLP as outside counsel for the provision of legal services in the areas of labor and employment. Partner W. Thomas Siler, Jr. will be the primary attorney performing work for the University. The term of the proposed contract is from July 1, 2020 to June 30, 2021. The hourly rate is \$360. Total expenditures will not exceed \$35,000. Phelps Dunbar carries professional liability insurance coverage in the amount of \$30,000,000 per claim with an annual aggregate of \$60,000,000. The request is pending approval by the Attorney General.

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

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

The University of Mississippi requests permission to renew its contract for professional services with the law firm of Ware | Immigration as outside counsel to provide services as needed regarding immigration matters, including but not limited to the preparation of labor certification applications on behalf of the university for its employees who seek permanent residence status. This contractual agreement is necessary due to amendments by the U.S. Department of Labor to the permanent labor certification regulations, specifically: employers are required to pay the cost of preparing, filing and obtaining certification, and are prohibited from transferring those costs to the beneficiary. This includes a prohibition on the alien paying the employer's attorney fees. The term of the proposed contract is from July 1, 2020 to June 30, 2021. Total expenditures will not



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exceed \$100,000 during the contract term. The fee for these services are listed in the “Schedule of Legal Fees for Academia,” provided below. All services not included in the below fee schedule will be provided at the following hourly rates:

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

**Schedule of Legal Fees for Academia**

**Nonimmigrant Petitions and Processes**

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

**Permanent Residence Process with Labor Certification: Faculty**

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

**Permanent Residence Process with Labor Certification: Non-Faculty**

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

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Immigrant petition \$2500.00

Permanent Residence Process: Outstanding Professors and Researchers

Immigrant petition \$6000.00

Permanent Residence Process: National Interest Waiver

Immigrant petition \$6000.00

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

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

Employment Authorization and Advance Parole Renewal

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

This request is pending approval by the Attorney General.

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

**10. UMMC – APPROVAL TO CONTRACT WITH WALLER, LANSDEN, DORTCH AND DAVIS AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to enter into a contract with Waller, Lansden, Dortch and Davis as outside counsel to advise on healthcare regulatory and compliance matters, healthcare administrative hearings, and general healthcare related matters. The term of the contract will be July 1, 2020 through June 30, 2021. The rate will be \$295 per hour with a maximum amount payable under this contract term of \$50,000. Waller Lansden carries professional liability insurance coverage in the amount of \$30,000,000 per claim with an annual aggregate of \$60,000,000. This request is pending approval by the Office of the Attorney General.

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

**APPROVAL OF NON-EMPLOYEE IN-STATE LOBBYISTS**

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

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

Mississippi State University requests approval of an agreement between the university and Cornerstone Government Affairs, LLC, for assistance in the university's pursuit of its in-state government affairs and business objectives, including monitoring and lobbying of legislation of interest to MSU during the regular session of the Legislature and other services throughout the year. Cornerstone will apprise the Commissioner of IHL of its lobbying activities related to MSU and coordinate those activities within system strategies and processes prescribed by the IHL Board. The requested contract amount is \$50,000 and will be paid with private funds (self-generated funds). The Attorney General's Office reviewed the contract and found same to be compliant with applicable law and Board policy.

**Client List**

American Fuel & Petroleum Manufacturers  
Atmos Energy  
Australis Oil & Gas

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Chevron USA  
Community Mental Health Centers, Region 6  
C Spire  
Denbury Resources  
Facebook  
Johnson & Johnson  
Looking for Wine?  
Management & Training Corp.  
March of Dimes, Inc.  
Mississippi Association of Health Plans  
Mississippi Board of Medical Licensure  
Mississippi Board of Nursing  
Mississippi Early Learning Alliance  
Mississippi Economic Council  
Mississippi Farm Bureau Federation  
Mississippi Power Company  
Mississippi State University  
Nissan North America  
Palo Alto  
Penn National Gaming, Inc.  
Plains All American Pipeline  
Ridgeland, MS (City of)  
Save the Children  
SeaOne Maritime Corp.  
Starkville, MS (City of)  
Stonehenge Capital  
Westat

**SERVICE AGREEMENT**

THIS SERVICE AGREEMENT, dated June 19, 2020 (hereinafter “**Agreement**”) is entered into by and between CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereinafter “**CORNERSTONE**”), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7<sup>th</sup> Floor, Washington, D.C. 20024, and MISSISSIPPI STATE UNIVERSITY (hereinafter “**MSU**”), with its principal place of business at P.O. Box 6018, Mississippi State, MS 39762 (hereinafter referred to collectively as the “**Parties**”).

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

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

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

1. Term. The term of this Agreement shall commence on July 1, 2020 and continue through June 30, 2021 (hereinafter referred to as the “*Term*”). The parties may mutually agree in writing to extend the Term.

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

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

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

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

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

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

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

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

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

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

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

8. Indemnity. CORNERSTONE agrees to indemnify and hold harmless MS STATE and the IHL Board of Trustees from and against any and all losses, claims, damages, legal fees, expenses or liabilities that MS STATE and/or the IHL Board of Trustees may

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incur based upon information, representations, reports, data or releases made by CORNERSTONE or its authorized agent or representative MS STATE did not expressly approve, or that CORNERSTONE materially changed or altered after MS STATE's approval; or that CORNERSTONE used in a negligent or reckless manner. This paragraph shall survive the termination of this agreement and shall continue to bind both parties.

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

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

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

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

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

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

15. Employment. Cornerstone represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp. 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Cornerstone agrees to maintain records of such compliance and, upon request of the State and approval of the

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Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Cornerstone further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Cornerstone understands and agrees that any breach of these warranties may subject Cornerstone to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Cornerstone by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Cornerstone would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

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

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

Cornerstone Government Affairs  
800 Maine Avenue, SW, 7<sup>th</sup> Floor  
Washington, D.C. 20024

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

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

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

18. Indemnification. Cornerstone shall indemnify, defend, and hold harmless the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, MSU, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorneys' fees, arising out of or caused by Cornerstone's or its' partners, principals, officers, agents, employees or representatives actions or inactions. In MSU's sole discretion, Cornerstone may be allowed to control the defense of any such claim, suit, etc., but in such an event,



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Cornerstone shall use legal counsel acceptable to MSU. Cornerstone shall be solely responsible for all costs and/or expenses associated with such defense and MSU shall be entitled to participate in said defense. Cornerstone shall not settle any claim, suits, etc., without MSU's written concurrence, which concurrence MSU shall not unreasonably withhold.

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

**[Signature Page to Follow]**

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

CORNERSTONE GOVERNMENT AFFAIRS, INC.

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

\_\_\_\_\_  
Name: Campbell Kaufman  
Title: Principal & Managing Director

MISSISSIPPI STATE UNIVERSITY

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

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

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

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

Mississippi University for Women requests approval of a one-year contract with Corporate Relations Management (CRM) of Canton, Mississippi, to provide in-state lobbying and government relations consulting services. The contractual flat fee is \$30,000. The fee will be paid with private funds by the MUW Foundation (self-generated funds). The Attorney General's Office reviewed the contract and found same to be compliant with applicable law and Board policy.

Client List:

AT&T Services, Inc.  
General Motors LLC  
RAI Services Company  
Pharmaceutical Research and Manufacturers of America  
Greenwich Biosciences

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**CONSENT AGENDA**  
**LEGAL**  
**JUNE 18, 2020**

Marsi's Law Foundation  
Memorial Hospital at Gulfport  
Mississippi Association for Marriage and Family Therapy  
ENOVA  
Southern Consulting Services  
Vision Research Corporation

**Government Relations Service Agreement with**  
**Mississippi University for Women for Fiscal Year 2021**

Corporate Relations Management, a general partnership duly organized under the laws of the State of Mississippi, and doing business as Corporate Relations Management (hereafter referred to as "CRM"), with its place of business at 14 Montgomery Lane, Canton, Mississippi 39046, does contract with Mississippi University for Women (hereafter referred to as "THE W") and the Mississippi University for Women Foundation (hereafter referred to as "THE W FOUNDATION"), whose principal office is W-1600, Columbus, Mississippi 39701, to provide consultant services for the period of twelve (12) months, commencing on July 2, 2020, or upon approval of the IHL Board, until June 30, 2021. This contract may be modified or extended by mutual agreement of the parties hereto.

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

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

**PAYMENT:** As consideration for performance of this contract, THE W FOUNDATION agrees to pay CRM for services rendered as follows: A contractual flat fee of Thirty Thousand Dollars (\$30,000.00) for fiscal year 2021, as services are provided. These payments shall be divided into monthly installments and invoiced to THE W. Payment will be made within 45 days to CRM from private funds provided by THE W Foundation.

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

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

**CLIENT LIST:** CRM represents that its Client list for 2019 is: AT&T Services, Inc., General Motors LLC, RAI Services Company, Pharmaceutical Research and Manufacturers of America, Greenwich Biosciences, Marsi's Law Foundation, Memorial Hospital at Gulfport, Mississippi Association for Marriage and Family Therapy, ENOVA, Southern Consulting Services, and Vision Research Corporation.

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

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

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**INDEMNIFICATION:** CRM agrees to indemnify, defend, and hold the Institutions of Higher Learning and THE W, its officers, employees and agents from and against any and all claims, causes of action, liabilities, damages, costs and expenses of any nature whatsoever arising out of any and all acts or omissions of CRM.

**INSURANCE:** CRM shall maintain professional liability and auto liability insurance in a commercially reasonable amount as well as workers' compensation insurance to the extent required by Mississippi law. Certificates of insurance, which list all applicable endorsements, shall be provided to the University upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson MS 39211. No material change in coverages may occur for University or IHL without 30-days advanced notice, except that 10-days notice may be provided non-payment of premium. All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater, and such insurers must be licensed or authorized to provide insurance in the State of Mississippi.

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

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

IN WITNESS HEREOF, THE W, THE W FOUNDATION, and CRM have executed this contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**MISSISSIPPI UNIVERSITY FOR WOMEN**

By: \_\_\_\_\_  
Mississippi University for Women

**MISSISSIPPI UNIVERSITY FOR WOMEN FOUNDATION**

By: \_\_\_\_\_  
MUW Foundation

AND

**CORPORATE RELATIONS MANAGEMENT**

By: \_\_\_\_\_  
Bucky Murphy

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING**  
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**13. UMMC – APPROVAL OF BUTLER SNOW LLP AS IN-STATE LOBBYING CONSULTANT**

Pursuant to Board Policy 201.0506, the University of Mississippi Medical Center requests approval to contract with Butler Snow, LLP, to provide in-state lobbying and government relations consulting services. The contractual flat fee is \$60,000 (payable \$5,000.00 per month) and reimbursement of reasonable expenses. The fee will be paid with self-generated funds. The term of the agreement is July 1, 2020, through June 30, 2021. The Attorney General's Office reviewed the contract and found same to be compliant with applicable law and Board policy.

Lobbyist/Firm Clients:

1. Acadia Healthcare Company, Inc.
2. Anthem
3. Aramark
4. Cerner Corporation
5. Comcast
6. Edgenuity
7. Excellence in Education
8. Fresenius
9. Global Tel\*Link
10. Helena Chemical
11. MasteryPrep
12. MS Academy of Eye Physicians and Surgeons
13. National Board for Professional Teaching Standards
14. New Learning Resources
15. New Venture Fund
16. Questar Assessment, Inc.
17. Renaissance Learning Mississippi
18. Reynolds American, Inc.
19. United Company
20. University of Mississippi Foundation
21. University of MS Medical Center

LouAnn Woodward, M.D.  
Vice Chancellor for Health Affairs and Dean of the School of Medicine  
The University of Mississippi  
Medical Center 2500 North  
State Street  
Jackson, MS 39216

Re: Government Relations

Advisory Services Dear Dr. Woodward:

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This letter will confirm that Butler Snow LLP (“Firm”) agrees to represent The University of Mississippi Medical Center (“UMMC”) in connection with certain government relations and public policy matters in the State of Mississippi. The terms of this agreement are as follows:

1. **TERM** – This agreement will be in effect for the period July 1, 2020 through and including June 30, 2021. The parties may renew this agreement and extend this term by mutual written consent.
2. **SERVICES** – During the term of this Agreement, Firm will provide services with respect to certain government relations of interest pertaining to UMMC in the State of Mississippi as requested and directed by a designee of UMMC and agreed by Firm. These services will consist of: (a) advice to UMMC; (b) representation of UMMC before appropriate legislative and executive bodies and (c) related government relations services and assistance necessary and appropriate to perform effectively the foregoing services.
3. **ADDITIONAL SERVICES** – UMMC and Firm acknowledge that the services described in Paragraph 2 to be provided to UMMC by Firm are services which may be performed by non-lawyers and that, as appropriate, Firm will provide such services through non-lawyers such as Sidney P. Allen, Jr., Caroline W. Sims and Kathryn B. Stewart or through attorneys who also are a part of Firm's Government Relations Team. UMMC and Firm further acknowledge that, from time to time, and either in relation to the Services described in Paragraph 2 or on unrelated, independent matters, UMMC may have the need for legal services which can be performed only by attorneys and legal staff. Such legal services are not contemplated by or covered under this agreement. Rather, UMMC may choose to have Firm provide such legal services or may choose to retain other attorneys for that purpose pursuant to IHL policies applicable to the retention of outside counsel. UMMC agrees that any such services it chooses to ask Firm to provide will be covered under a separate engagement agreement between UMMC and Firm and that any responsibilities of either UMMC or Firm, including compensation to Firm for such services, will be governed by any such agreement.
4. **COMPENSATION** – Unless other terms of payment are agreed upon in writing for specific projects, as compensation for Services rendered by Firm during the term of this Agreement, UMMC will pay Firm a consulting fee of \$60,000.00 (payable \$5,000.00 per month). This fee will be paid by non-appropriated funds. Such payment will be paid monthly and due upon invoice. The monthly consulting fee is a general retainer for Firm's availability to UMMC for the Services described in Paragraph 2, and UMMC acknowledges that this monthly consulting fee is not refundable, regardless of services provided or not provided by Firm during any given month. In the event of termination of this agreement pursuant to Paragraph 17, UMMC will be responsible for paying to Firm on a pro rata basis the monthly consultation fee due for the month during which the effective date of termination falls.

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5. **EXPENSES** - Firm will be reimbursed for all necessary and reasonable expenses incurred in providing the Services described in Paragraph 2 of this Agreement and any travel outside the state of Mississippi. Prior approval by a designee of UMMC will be required for any single expense in excess of Five Hundred Dollars (\$500). Reimbursement will be made upon receipt of a statement of expenses and associated receipts that identify all expenses in detail. Firm is not authorized to make donations or contributions on behalf of UMMC without prior written authorization from a designee of UMMC. In the event of termination of this agreement pursuant to Paragraph 17, UMMC will reimburse Firm for all necessary and reasonable expenses incurred through and including the effective date of termination.

6. **COORDINATION** - Firm will apprise the Commissioner of IHL regarding lobbying activities related to UMMC and will coordinate those activities within system strategies and processes prescribed by the IHL Board.

7. **COMPLIANCE WITH IHL POLICY 201.0506** – During the term of this contract, Firm will apprise the IHL Board, through the Commissioner, of all new clients after engaging the client. Written notice of all new clients is required to be given to UMMC no less than ten (10) days prior to the effective date of adding the client.

8. **EMPLOYMENT** - Firm represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq.

9. **AVAILABILITY OF FUNDS** – It is expressly understood and agreed that the obligation of UMMC to proceed under this agreement is conditioned upon the availability and receipt of funds by UMMC to specifically perform the obligations set forth for UMMC under this agreement.

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

11. **CONFIDENTIALITY** – Firm agrees to maintain in strictest confidence all information disclosed to it regarding matters described in Paragraph 2 or otherwise concerning UMMC, its customers, strategies, products or business. Such confidential and proprietary information will be used by Firm solely in connection with the performance of services for UMMC under this Agreement.

12. **INDEPENDENT CONTRACTOR** – UMMC and Firm acknowledge and agree that this Agreement does not create an employment relationship between them and that the Firm is and shall remain an independent contractor.

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13. **COMPLIANCE** – In connection with the performance of services under this agreement, Firm will comply with all applicable federal, state and local laws and regulations including those laws applicable to lobbying.

14. **INSURANCE** - Firm shall maintain professional liability insurance and workers' compensation insurance to the extent required by applicable law. The professional liability insurance shall be for an amount not less than \$1,000,000 per occurrence. Certificates of insurance shall be provided to UMMC upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Suite 427, Jackson, MS 39211. No material change in coverages may occur for UMMC or IHL without 60 days advanced notice. All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater.

15. **INDEMNIFICATION** – To the extent covered by Firm's professional liability insurance or any other insurance maintained by Firm, Firm shall indemnify and hold harmless UMMC, the Board of Trustees of the Mississippi Institutions of Higher Learning, and their employees, agents, officers and directors with respect to any and all claims, demands, suits, actions, proceedings, loss, cost, and damage of every kind and description, including reasonable attorneys' fees and reasonable litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Firm, its employees, agents, representatives, or subcontractors, their employees, agents or representatives, in connection with or incident to the performance of this Agreement.

16. **DATA SECURITY** – Firm shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of data transmitted by UMMC to Firm or data otherwise obtained by Firm from or about UMMC ("UMMC Data"), (ii) protect against any anticipated threats or hazards to the security or integrity of UMMC Data, and (iii) protect against unauthorized access to or use of UMMC Data that could result in substantial harm or inconvenience to UMMC or any of its stakeholders. Firm shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of UMMC Data while such information is in Firm's possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. Firm will maintain sufficient procedures to detect and respond to security breaches involving UMMC Data and will inform UMMC immediately when it suspects or learns of malicious activity involving UMMC Data, including an estimate of the activity's effect on UMMC and the corrective action taken. Such procedures shall



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include, but not be limited to, logging of all access to confidential or sensitive data, use of firewalls for all external data connections, and timely implementation of updates and patches.

At a minimum, Firm's safeguards for the protection of UMMC Data shall include: (i) limiting access to UMMC Data to authorized personnel of Firm and utilizing policies that promote the least internal access; (ii) securing business facilities, data centers, paper files, servers, back-up systems (at a strategically located off-site location) and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication (two-factor or more secure method) and access controls within media, applications, operating systems and equipment; (vi) encrypting (with AES-256 bit or better encryption) UMMC data stored on any mobile media; (vii) encrypting UMMC Data transmitted over public or wireless networks; (viii) strictly segregating UMMC Data from information of Firm or its other UMMCs so that UMMC Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Firm's employees.

Firm must obtain the written approval of UMMC before subcontracting any portion of this Agreement. All subcontracts shall incorporate the terms of this Agreement so as to require subcontractors to meet or exceed the Firm's security obligations, including all data security requirements.

17. **SEVERABILITY** – If any term, provision, covenant or condition of this Agreement, or any application thereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable by any rules of law or public policy, or otherwise, all provisions, covenants and conditions of this Agreement not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

18. **TERMINATION** – Either party may terminate this agreement at any time for any reason subject to those obligations set forth herein which arise upon termination (see Paragraphs 4 and 5) and those which continue beyond termination (see Paragraph 11); and no portion of the compensation paid to Firm by UMMC shall be refundable.

19. **ENTIRE AGREEMENT** – This Agreement constitutes the entire agreement between the parties hereto and it may not be modified and no provision may be waived except by a subsequent written agreement between the parties hereto.

If the Agreement set forth above meets with your approval please sign and return the original of this letter to the Firm.

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Sincerely,

BUTLER SNOW LLP

Sidney P. Allen, Jr.  
Sr. Government Relations Advisor

**AGREED TO AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.  
THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

By:  
LouAnn Woodward, M.D

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

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

The University of Southern Mississippi requests approval to continue the agreement with Capitol Resources LLC, in Jackson, MS, to provide state lobbying and government relations and consulting services in Mississippi from July 1, 2020 through June 30, 2021. Capitol Resources will be compensated in the amount of \$48,000 annually, payable in monthly installments of \$4,000 per month, plus reasonable reimbursement of travel expenses, funded by self-generated funds. The Attorney General's Office reviewed the contract and found same to be compliant with applicable law and Board policy.

Client List:

Alkermes, Inc.  
American Congress of Obstetricians & Gynecologists, MS Section  
Association of Equipment Manufacturers  
Amplify Education, Inc.  
MGM / Beau Rivage Resorts / Gold Strike  
Cambria Solutions  
Centene Corporation d/b/a Magnolia Health Plan  
Centurion Managed Care  
CF Industries  
City of Tupelo  
Comcast Cable  
Community Health Center Association of Mississippi  
Diamondhead Water and Sewer District  
DXC Technology Services, LLC  
EECS, LLC

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Ergon, Inc.  
Expedia Group  
FP1 Strategies, LLC  
Gordian  
Gulf States Toyota  
Horne LLP  
IGT Global Solutions Corporation  
Ingalls Shipbuilding  
Kansas City Southern  
Kohler Co.  
Louisiana Mid-Continent Oil & Gas Association d/b/a Mississippi Petroleum Council  
McLane Company, Inc.  
MedeAnalytics  
Medical Transportation Management, Inc.  
MedStat EMS  
Milliman  
MISSCO Corporation  
Mississippi Chapter – American College of Emergency Physicians  
MS-ACEP  
MS Academy of Pediatric Dentistry  
MS Alliance for Boys & Girls Clubs, Inc.  
MS Ambulatory Surgery Center Association  
MS Consumer Finance Association  
MS Counselors Association  
MS Economic Council  
MS Optometric Association  
MS Orthopedic Society  
MS Physician Care Network  
MS Public Broadcasting Foundation  
NextEra Energy Resources, LLC  
Ochsner Health System  
RAI Services Company  
Regional One Health  
Sanderson Farms, Inc.  
Southern Beverage Company, Inc.  
Spire Services, Inc.  
Study Edge  
Teladoc Health  
Tellus Operating Group, LLC  
Toyota Motor, North America, Inc.  
Turo  
Uber Technologies, Inc.  
UHS of Delaware, Inc. – Parkwood  
United States Chamber of Commerce, ILR

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University of Southern Mississippi  
Waggoner Engineering, Inc.  
Youth Villages

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

**Re: University of Southern Mississippi - Governmental Relations-Mississippi  
July 1, 2020 – June 30, 2021**

Dear Dr. Bennett,

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

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

- Policy advocacy in the Mississippi Legislature, particularly on committees and issues dealing with funding, capital projects, IHL, K-12 education, technology development, hurricane recovery, and marine resources
- Policy advocacy and monitoring of relevant issues within the Executive Branch
- Partnership and strategic alliance development, both within various agencies and departments of state government, as well as within the private sector focusing on:
  - USM in relation to broader education policy, i.e. teacher training, K-12, college preparation, etc.
  - USM research application and support within the private sector, particularly in South Mississippi
  - USM in relation to workforce development
- Timely reports to USM leadership in the form of
  - Bill-status e-mail reports
  - Telephone and e-mail reports as required by the posture of legislation
  - Post-session reports and other reports as requested and required

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- Exhaustive monitoring of legislation, relevant committee hearings and floor debates
- Identifying and securing potential legislative sponsors for USM-supported legislation and assistance with bill drafting
- Defensive monitoring within a broad spectrum of government agencies
- Assistance to USM administration, alumni and supporters in communication with key legislators at appropriate times
- Compliance with all registration and reporting laws
- Off-session strategy planning and legislative contacts, attendance at appropriate USM events
- Communications and messaging as appropriate
- USM may, when the interests of USM so require, terminate this agreement in whole or in part if Capitol Resources, LLC, takes on a client that is in conflict with USM. Written notice of all new clients is required to be given to USM no less than ten (10) days' notice prior to the effective date of adding the client. Capitol Resources, LLC, shall further disclose all new clients to the IHL Board, through the Commissioner, as required by IHL Board Policy 201.0506 (3). In addition, Capitol Resources, LLC, shall apprise the Commissioner regarding lobbying activities related to USM and to coordinate those activities within system strategies and processes prescribed by the IHL Board.
- USM may, when the interests of USM so require, terminate this agreement in whole or in part for convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than ten (10) days' notice prior to the effective date of termination.
- USM shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by USM that such payments and all portions thereof are due, justified and warranted based on services received by USM in accordance with §31-7-305(2), Mississippi Code of 1972.
- It is expressly understood and agreed that the obligation of USM to proceed under this agreement is conditioned upon the availability and receipt of funds by USM to specifically perform the obligations set forth for USM under this agreement.

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- Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.
- This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against USM, the Contractor agrees that the individual signing this agreement on behalf of USM is not personally responsible or liable for any of the obligations and duties contained herein.
- Capitol Resources agrees to maintain professional liability insurance during the term of this agreement. Proof of such professional liability coverage shall be provided to USM upon request.

Capitol Resources will provide state government relations and consulting services in Mississippi to the University of Southern Mississippi for a consulting retainer fee of Forty-Eight Thousand Dollars (\$48,000.00) a year, payable in monthly installments of Four Thousand Dollars (\$4,000.00) for each month of fiscal year 2021. If the agreement is approved after July the monthly retainer will be adjusted to equal \$48,000.00 for the fiscal year. This payment schedule allows us to provide USM our comprehensive state government relations services. Our total fee includes all of the consulting and lobbying services routinely provided by Capitol Resources, LLC, to manage and implement your

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objectives. It is our understanding that the fee does not include any extraordinary expenses such as travel, and that we will seek your approval prior to incurring any of these types of expenses.

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

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

Sincerely,  
CAPITOL RESOURCES, LLC

Clare L. Hester  
Founding Partner

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

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_

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

**APPROVAL OF NON-EMPLOYEE OUT-OF-STATE LOBBYISTS**

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

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

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

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

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

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

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

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

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

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

**APPROVAL OF LEGISLATIVE LIAISONS**

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

**18. ASU – APPROVAL OF DR. FELECIA M. NAVE AS LEGISLATIVE LIAISON**

Alcorn State University requests approval of Dr. Felecia M. Nave as one of its legislative liaisons.

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

**19. ASU – APPROVAL OF MARCUS D. WARD AS LEGISLATIVE LIAISON**

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



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

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

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

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

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

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

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

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

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

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

**23. MVSU – APPROVAL OF DR. JERRYL BRIGGS AS LEGISLATIVE LIAISON**

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

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

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

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

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

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

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

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

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**26. UMMC - APPROVAL OF KRISTY SIMMS AS LEGISLATIVE LIAISON**

The University of Mississippi Medical Center requests approval of Kristy Simms as its legislative liaison.

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

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

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

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

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

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

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

**29. SYSTEM – APPROVAL OF KIM GALLASPY AS LEGISLATIVE LIAISON**

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

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

**30. SYSTEM – APPROVAL OF ANGELIQUE LEE AS LEGISLATIVE LIAISON**

The Executive Office requests approval of Angelique Lee as one of its legislative liaisons.

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

**31. UMMC – APPROVAL OF AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR THE UMMC RESEARCH AND DEVELOPMENT FOUNDATION**

The University of Mississippi Medical Center requests approval to amend and restate the Articles of Incorporation for the UMMC Research and Development Foundation (RDF). The current Articles of Incorporation, adopted by the RDF in December 2000, require IHL Board approval for any amendments made thereto. IHL Board Policy 301.0806 does not require that the IHL Board of Trustees approve the articles of incorporation or

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amendments thereto for university affiliated entities nor does the affiliation agreement between UMMC and RDF contain such a requirement. UMMC and RDF seek IHL Board of Trustees approval to amend the current articles of incorporation to remove this requirement and to make additional updates to the articles. Specifically, those updates include various statutory references, the addition of UMMC's purpose, amendments to the RDF's purposes to better align with their function, the removal of unnecessary language regarding assets/earnings, updating the membership language to align with 501c3 operations, updating board of directors and registered agent information, and updating bylaw language. The Attorney General's Office reviewed the document and found same to be compliant with applicable law and Board policy.

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER  
RESEARCH AND DEVELOPMENT FOUNDATION**

**ARTICLE I**

**Name**

The name of this corporation is The University of Mississippi Medical Center Research and Development Foundation (the "Research and Development Foundation").

**ARTICLE II**

**Enabling Law**

The Research and Development Foundation is organized pursuant to the Mississippi Nonprofit Corporation Act, Miss. Code Ann. § 79-11-101 et seq., in accord with Section 37-147-15 of the Mississippi University Research Authority Act (MURA), having been approved by the Board of Trustees of the Institutions for Higher Learning of the State of Mississippi ("IHL").

**ARTICLE III**

**Purposes**

The Research and Development Foundation is organized and shall be operated exclusively for scientific, literary, charitable, and educational purposes under Section 501(c)(3) of the Internal Revenue Code of 1968 (the "Code"), or the corresponding provisions of any future United States income tax law. More specifically, the Research and Development Foundation is organized and shall be operated exclusively for the benefit of The University of Mississippi Medical Center ("UMMC"), which is a

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department of the University of Mississippi. The purposes of UMMC include, but are not limited to, the following: (i) operating a four-year medical school, (ii) operating a teaching hospital, (iii) providing medical care to indigent persons, including qualified beneficiaries of the State Medicaid program, (iv) conducting medical research and (v) providing clinical based medical services to the general public. The purposes of the Research and Development Foundation shall include, but shall not be limited to, the following:

1. To encourage, promote, and support activities related to development of new technologies and research activities at UMMC;
2. To encourage, promote, and support activities related to the recruitment of new faculty at UMMC;
3. To encourage, promote, and support activities related to the retention of faculty and research personnel and recognition of outstanding work by faculty and/or research personnel at UMMC;
4. To support and promote public educational efforts to inform decision-makers and the public on the ongoing research efforts at UMMC;
5. To engage in activities related to the stimulation, protection and exploitation of intellectual property developed at, by, or in association with UMMC;
6. To serve business and industry of the State of Mississippi and the region by assisting with the research and development of new technology through utilization of resources of the Research and Development Foundation through contractual agreements;
7. To promote contractual arrangements with business, industry, and state and federal governments, in order to facilitate the transfer of technology to the commercial marketplace;
8. To promote development of new business and industries formed for the purpose of bringing technology developed by UMMC to the marketplace;
9. To facilitate the development or “incubation” of companies and/or expansion of companies arising from research and technology innovations at UMMC, by providing facilities, resources, and support;
10. To fund innovative research and research start-up funds for promising faculty at UMMC;
11. To identify, encourage, and support innovations related to indigent care for indigent persons in the regions served by UMMC;
12. To do such other appropriate and necessary things as are consistent with the medical research and development purposes and goals of UMMC;
13. To do all things necessary and incidental related to the general healthcare, research, social, benevolent and charitable works of the Research and Development Foundation; and,
14. To comply with section 501(c)(3) of the Code by limiting the Research and Development Foundation’s functions to the purposes listed in section 501(c)(3) of the Code, namely “charitable, scientific and public education purposes.”

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**ARTICLE IV**

**Powers**

The Research and Development Foundation shall have all the powers and authority as are now or may hereafter be granted to nonprofit corporations under the laws of the State of Mississippi, specifically including, but not limited to, those powers set forth in the MURA, as now enacted or hereinafter amended. Notwithstanding any other provisions of these Articles, the Research and Development Foundation shall not conduct or carry on any activities not permitted to be carried on by (a) an organization exempt from federal income taxation under Section 501(c)(3) of the Code, or corresponding section of any future tax code, or (b) any organization, contributions to which are deductible under Section 170(c)(2) of the Code, or corresponding section of any future tax code.

**ARTICLE V**

**Earnings**

All the assets and earnings of the Research and Development Foundation shall be used exclusively for the exempt purposes set forth herein, including the payment of expenses incidental thereto. No part of the net earnings shall inure to the benefit of or be distributable to its directors, officers, employees, or other private persons, except that reasonable compensation may be paid for services rendered and expenses actually incurred in the furthering of the purposes of the Research and Development Foundation. No director, officer, employee or other private person shall be entitled to share in the distribution of any corporate assets in the event of dissolution of the Research and Development Foundation.

**ARTICLE VI**

**Lobbying**

No substantial part of the activities of the Research and Development Foundation shall be for the carrying out of a program of propaganda or otherwise attempting to influence legislation, and the Research and Development Foundation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**ARTICLE VII**

**Dissolution**

Upon dissolution of the Research and Development Foundation for any reason, the Board of Directors shall, after paying for or making provision for payment of all of the liabilities

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of the Research and Development Foundation, cause all remaining assets of the Research and Development Foundation to be conveyed to UMMC or another entity identified by the UMMC Vice Chancellor for Health Affairs and approved by the IHL or identified by the IHL for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of UMMC.

**ARTICLE VIII**

**Conflict of Interest**

In no event shall the directors, officers or employees of the Research and Development Foundation engage in activities within the scope of their duties and responsibilities to the Research and Development Foundation that are in violation of any current or future state or federal conflict of interest laws or regulations.

**ARTICLE IX**

**Members**

The Research and Development Foundation shall have no members.

**ARTICLE X**

**Board of Directors**

Full control and management over the activities and affairs of the Research and Development Foundation shall be vested in the Board of Directors. The Research and Development Foundation's Board of Directors shall be appointed by the Vice Chancellor for Health Affairs of UMMC.

**ARTICLE XI**

**Registered Office and Agent**

The registered office of the Research and Development Foundation shall be in the Office of Research, University of Mississippi Medical Center, 2500 North State Street, Jackson, MS 39216-4505. The name of the Research and Development Foundation's registered agent at such address is currently Brian Rutledge.

**ARTICLE XII**

**Existence**

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The duration of the Research and Development Foundation shall be perpetual unless it shall be dissolved pursuant to the laws of the State of Mississippi.

**ARTICLE XIII**

**Incorporators**

The names and addresses of the Incorporators of the Research and Development Foundation are as follows:

A. Wallace Conerly, M.D.  
Vice Chancellor for Health Affairs  
University of Mississippi Medical Center  
2500 North State Street  
Jackson, Mississippi 39216-4505

J. Michael Lightsey  
Associate Vice Chancellor for Financial Affairs  
University of Mississippi Medical Center  
2500 North State Street  
Jackson, Mississippi 39216-4505

David J. Dzielak, Ph.D.  
Executive Director  
Office of Research  
University of Mississippi Medical Center  
2500 North State Street  
Jackson, Mississippi 39216-4505

**ARTICLE XIV**

**Bylaws**

Bylaws of the Research and Development Foundation may be amended, in whole or in part, by the Board of Directors in the manner provided therein.

**ARTICLE XV**

**Amendment of Articles**

Amendments to these Articles of Incorporation may be adopted by a vote of two-thirds (2/3) of the directors of the Research and Development Foundation.

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

**32. USM – APPROVAL OF INTERLOCAL AGREEMENT WITH THE TWELFTH CIRCUIT COURT TASK FORCE**

The University of Southern Mississippi (USM) requests approval to enter into a proposed Twelfth Circuit Court Task Force Interlocal Agreement. Other parties to the proposed interlocal agreement include, the Board of Supervisors of Forrest County, the Sheriff of Forrest County, the Board of Supervisors of Perry County, the Sheriff of Perry County, the City of Hattiesburg and its Police Department, the City of Petal and its Police Department, and the District Attorney for the Twelfth Circuit Court District. The purpose of the agreement is to establish a joint, cooperative effort to pursue individuals and violent gangs through sustained, proactive, coordinated investigations, to obtain prosecutions on violations such as racketeering, drug conspiracy, violations of the controlled substances laws, and firearms violations. USM will not supply agents or resources as part of the agreement but is joining the agreement in an advisory role and to share information. Pursuant to the agreement, since USM is not supplying agent(s), it will not receive distribution of forfeited money related to the task force activity. The agreement shall be effective upon the approval of the Attorney General of Mississippi and will terminate upon all parties terminating the agreement. Any party may terminate its participation in the agreement upon giving written notice of such termination to all other parties to the agreement. Each party to the agreement shall pay its own expenses associated with the agreement. The Attorney General's Office reviewed the agreement and found same to be compliant with applicable law and Board policy.

**TWELFTH CIRCUIT COURT  
TASK FORCE "METRO" TEAM  
INTER-LOCAL AGREEMENT**

**This Agreement** made the first day of \_\_\_\_\_, 20\_\_\_\_, by the Board of Supervisors of Forrest and Perry counties, the Sheriffs of Forrest and Perry counties, Council for the City of Hattiesburg, the Hattiesburg Police Department, the Board of Aldermen for the City of Petal, the Petal Police Department, the University of Southern Mississippi, the University of Southern Mississippi Police Department, and the District Attorney's Office for the Twelfth Circuit Court District of Mississippi.

**W I T N E S S E T H**

**Whereas**, the Board of Supervisors of Forrest and Perry counties, Mississippi, the duly elected governing bodies of said counties with the duty in law of adequately funding the operations of the Office of Sheriff, as required by MISS. CODE ANN. § 19-25-13 (1972), as amended; and

**Whereas**, the Sheriffs of Forrest and Perry counties are charged by law with the



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responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances, organized crime, and street gang activity within said counties pursuant to MISS. CODE ANN. §41-29-109 (1972), §97-43-5 and §97-44-9, as amended; and

**Whereas**, the City Council for the City of Hattiesburg, Mississippi, the duly elected governing body of said municipality with the duty in law of adequately funding the operations of the Hattiesburg Police Department, as required by MISS. CODE ANN. § 21-21-3 (1972), as amended; and

**Whereas**, the Hattiesburg Police Department is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances, organized crime, and street gang activity within the boundaries of the City of Hattiesburg pursuant to MISS. CODE ANN. § 41-29-109 (1972), §97-43-5 and §97-44-9, as amended; and

**Whereas**, the Board of Aldermen for the City of Petal, Mississippi, the duly elected governing body of said municipality with the duty in law of adequately funding the operations of the Petal Police Department, as required by MISS. CODE ANN. § 21-21-3 (1972), as amended; and

**Whereas**, the Petal Police Department is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances, organized crime, and street gang activity within the boundaries of the City of Petal pursuant to MISS. CODE ANN. § 41-29-109 (1972), §97-43-5 and §97-44-9, as amended; and

**Whereas**, the Board of Trustees of the State Institutions of Higher Learning, acting herein by and through the President of the University of Southern Mississippi is the duly appointed governing body of said institution of higher learning with the duty in law of the control and management of the operations of the University of Southern Mississippi, as required by MISS. CODE ANN. § 37-101-1 (1972), as amended; and

**Whereas**, the University of Southern Mississippi Police Department is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances, organized crime, and street gang activity within the boundaries of the University of Southern Mississippi pursuant to MISS. CODE ANN. § 37-105-1 through §37-105-9, §41-29-109, §97-43-5 and §97-44-9, as amended. The University of Southern Mississippi Police Department is not supplying any agents or resources at this time; however, the Department is joining into this agreement in an advisory role and to share information; and

**Whereas**, the District Attorney's Office is charged with the prosecution of felony criminal offenses in the Twelfth Circuit Court District; and

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**Whereas**, all of the above parties find and declare that violations related to organized violent crime and gang activity within the above-named counties and municipalities constitute a significant portion of all felony violations committed within said counties, campus, and municipalities and that coordinated law enforcement by the parties, as an exercise of their police power and their duty to protect the public from criminal activity, would effectively reduce these violations; and

**Whereas**, the above-named parties find and declare that a coordinated effort within said counties and municipalities to pursue individuals and violent gangs through sustained, proactive, coordinated investigations, to obtain prosecutions on violations such as racketeering, drug conspiracy, violations of the controlled substance laws, and firearms violations would provide the maximum effectiveness and efficiency in the enforcement of such laws for the least cost to the taxpayers; and

**Whereas**, the parties hereto find and declare that the joint effort authorized by this Agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and hereby provide a vital service that will best serve the geographic, economic, and population factors which influence the needs and development of these communities; and

**Whereas**, the parties hereby state their benefits that such an efficient, coordinated law enforcement effort may best be accomplished through a formal agreement pursuant to the authority of the Inter-Local Cooperation Act of 1974, and MISS. CODE ANN. § 17-13-11 (1972), as amended, which requires approval by the Attorney General of an agreement executed pursuant to MISS. CODE ANN. § 17-13-1, et seq. (1972), as amended.

**Now, Therefore**, for and in consideration of the mutual covenants and agreements contained herein and pursuant to the authority of MISS. CODE ANN. § 17-13-1, et seq. (1972), as amended, the Boards of Supervisors of Forrest and Perry counties, the Sheriffs of Forrest and Perry counties, the Council of the City of Hattiesburg, the Hattiesburg Police Department, the Board of Aldermen of the City of Petal, the Petal Police Department, the University of Southern Mississippi, the University of Southern Mississippi Police Department, and the District Attorney's Office of the Twelfth Circuit Court District (also collectively or individually called Agencies or Agents) hereby agree as follows:

**I.** This Agreement shall take effect upon the date of approval by Attorney General of Mississippi and shall continue in force and effect until terminated by all parties hereto. This Agreement may be modified by the parties hereto; however, any modification of this Agreement not specifically referred to in this Agreement shall be approved by the Attorney General prior to implementation of the modification.

**II. A.** There is hereby established a joint, cooperative effort to pursue

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individuals and violent gangs through sustained, proactive, coordinated investigations, to obtain prosecutions on violations such as racketeering, drug conspiracy, violations of the controlled substance laws, and firearms violations in the aforementioned areas. For the purpose of this Agreement, this joint effort and personnel involved therein shall be referred to as Twelfth Circuit Court Task Force (hereinafter "METRO").

**B.** A secondary objective shall be the collection, analysis and dissemination to authorized users of general criminal and drug intelligence. Full coordination and cooperation in the sharing of appropriate intelligence among all state, county and city agencies within the geographical area served by METRO is encouraged.

**C.** METRO shall concentrate the enforcement activities within the counties of Forrest and Perry. Individual officers may engage in enforcement activities outside the agency by whom they are employed only if the lawful authority in the jurisdiction in which they are to operate has duly appointed such officers to be law enforcement officers within said jurisdiction, authorizing such officers to enforce the law in that jurisdiction. In addition, individual officers may not conduct law enforcement activities outside their original jurisdictions without the express approval of the Commander. The head of each law enforcement agency shall submit to the Commander a letter appointing such officers/deputies deemed appropriate by them for consideration as METRO agents to perform duties inside the two-county area covered by this Agreement. Individual officers will not be assigned to participate in non-Twelfth Circuit Court Task Force cases outside the jurisdiction of their employing agency.

**D.** METRO shall have only the powers and authority granted the counties and cities by statute, particularly those set forth in the preamble to this Agreement, and shall have no powers or authority except that which may be granted the Agencies in the enforcement of the criminal laws regarding controlled substances, organized crime, and street gang activity.

**E.** The specific statutory authority vested in each party to this Agreement is MISS. CODE ANN. § 41-29-109, et seq. (1972), §97-44-9, and §97-43-5, and as to the University of Southern Mississippi Police Department, MISS. CODE ANN §37-105-1 through §37-105-9, as amended.

**III.** The Commander shall be selected by the agreement of the parties hereto. The Commander shall be responsible for preparation and delivery of all reports, collection and preservation of evidence, evidence chain of custody, documentation relating to informants, and accounting and monetary operations. The Commander shall have operational command of METRO. The Commander shall operate pursuant to state law, and the regulations and policies of the participating agencies. He shall comply with all accounting requirements imposed by law and by direction of the Auditor of the State of Mississippi.

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**IV.** Each participating agency shall pay its own expenses.

**V. A.** Each participating agency shall, through its chief law enforcement officer, assign personnel to temporary, part-time or full-time duty with METRO. Any such person assigned shall work under the immediate supervision and direction of the Commander. However, any disciplinary actions beyond dismissal from METRO, shall be administrated by the officer's parent agency. The Commander shall have authority to temporarily suspend any agent from METRO. Final action shall be vested with the District Attorney, respective Sheriffs, and respective Chiefs of Police.

**B.** All matters concerning employment compensation, wage and hour concerns under the Fair Labor Standards Act (FLSA), Workers Compensation, and any other matters relating to employer-employee relations are the sole responsibility of the employee's primary agency. Legal representation for claims arising from the performance of duties under this Agreement must come from each officer's permanent employer. Each Agency has liability insurance or is otherwise covered by the Mississippi Tort Claims Act.

**C.** All officers assigned to METRO will be subject to random urinalysis and/or polygraph testing at the discretion of the District Attorney, Sheriffs, Chiefs of Police, or the Commander.

**D.** The fidelity bond of the officers assigned by the Agencies shall be paid by their Agencies. All officers must be individually named on their Agencies' bonds. Blanket bonds are not sufficient.

**E.** Agencies shall compensate their officers and defray their expenses while such officers operate under this contract. Officers assigned to METRO shall receive normal compensation and expenses in the manner currently used by participating Agencies.

**VI. A.** The Commander shall be responsible for establishing procedures for the proper conduct of financial affairs, in accordance with existing State Department of Audit regulations, including procedures which may be necessary to ensure that regulations for use of funds by the participating Agencies are followed.

**B.** Participating Agencies may supply sums of money to be used in procuring evidence, as defined in MISS. CODE ANN. § 99-27-37 (1972), as amended, which shall be expended and accounted for. It is understood that METRO does not have the authority to own or hold assets independently of the participating Agencies.

**C.** The District Attorney's Office of the Twelfth Circuit Court District shall handle all forfeitures arising from seizures made under this Agreement and shall receive 10% of said forfeitures before division plus court and publication costs.

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Whenever forfeiture money is involved, mailing costs, filing fees, the District Attorney's 10%, and other miscellaneous costs shall be deducted from the forfeiture proceeds. The University of Southern Mississippi is not a supplying agent; therefore, they will not receive any distribution of forfeited money.

Distribution of forfeited money shall be made as follows:

**METRO INITIATED CASES**

10% to the Twelfth Circuit District Attorney's Office

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer

40% to METRO

10% each to the Forrest County Sheriff's Department, Hattiesburg Police Department, Petal Police Department, and Perry County Sheriff's Department

**HATTIESBURG INITIATED CASES**

10% to the Twelfth Circuit District Attorney's Office

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer

40% to Hattiesburg Police Department

25% to METRO

5% each to the Forrest County Sheriff's Department, Petal Police Department, and Perry County Sheriff's Department

**PETAL INITIATED CASES**

10% to the Twelfth Circuit District Attorney's Office

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer

40% to Petal Police Department

25% to METRO

5% each to the Forrest County Sheriff's Department, Hattiesburg Police Department, and Perry County Sheriff's Department

**FORREST COUNTY INITIATED CASES**

10% to the Twelfth Circuit District Attorney's Office

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer

40% to Forrest County Sheriff's Department

25% to METRO

5% each to the Hattiesburg Police Department, Petal Police Department, and Perry County Sheriff's Department

**PERRY COUNTY INITIATED CASES**

10% to the Twelfth Circuit District Attorney's Office

10% to Forrest County for supplemental pay of the Asset Forfeiture Officer

40% to Perry County Sheriff's Department

25% to METRO

5% each to the Forrest County Sheriff's Department, Hattiesburg Police Department, and Petal Police Department

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Distribution of forfeited vehicles, guns or other property shall be made as follows:

All METRO seizures, and Hattiesburg Police Department gun seizures, shall be turned over to the Forrest County Sheriff's Department to be sold at public auction with all proceeds therefrom going to METRO to be placed in the METRO operating fund. All other seizures shall go to the seizing agency, which agency shall then be responsible for all maintenance, insurance, and other costs associated with the property.

**D.** The allocation, distribution and timing of distributions may be amended or changed by approval of the majority vote of METRO members. In the event more than one agency participated in the forfeiture and the members cannot agree on the distribution of the assets, the District Attorney for the Twelfth Circuit Court District shall make the ruling on the distribution of the assets.

**E.** Each agency shall be responsible for maintenance of their vehicles. The use by METRO of any existing equipment or materials owned by member agencies shall not be construed to transfer title to METRO.

**F.** All news releases pertaining to METRO enforcement activity shall be formulated by the Commander and the heads of the affected law enforcement agencies.

**VII. A.** Any party to this Agreement may terminate its participation in METRO by giving notice in writing to the other parties. Such notice shall be forwarded by certified mail, return receipt requested, or by hand delivery. In the event any party hereto terminates participation in METRO, the remaining parties may continue to operate under this Agreement.

**B.** No amendment to this Agreement shall be effective unless it is set forth in writing and adopted by all parties hereto in the manner provided by law and under this Agreement. New law enforcement agencies may be admitted to participate in METRO by unanimous approval of the participating agencies.

**C.** Any and all personal property acquired for the operation of METRO shall be acquired in the name of and title shall vest in the party to this Agreement who shall have provided the funds with which the property was acquired. A complete inventory of the property and the owner thereof shall be maintained by the Commander. Upon termination of this Agreement, all equipment, materials and other tangible items purchased shall be the property of the agency which provided funds for the purchase and shall be delivered to the agency within thirty (30) days after termination of this Agreement. Any property purchased with joint funds or otherwise acquired by METRO shall, upon agreement and total dissolution of METRO, be divided among the agencies participating in METRO at such time according to agreement reached by the agencies. If no agreement is reached by such agencies within thirty (30) days of dissolution, then

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property purchased with joint funds or otherwise acquired by METRO shall be sold and, after deducting sale costs, the proceeds shall be equally divided among the agencies participating in the Agreement. Participating Agencies may own assets which, per this Agreement, are made available for use by METRO. The participating Agencies may jointly own some or all of the assets.

**D.** At such time as the jurisdictional limits applicable to the University of Southern Mississippi Police Department may be enlarged in accordance with MISS. CODE ANN. §37-105-3(2), this Agreement shall be deemed amended to conform with those enlarged limits without further action or approval.

**E.** This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and shall thereafter be filed for record with the chancery clerks of the counties, and a copy of the Agreement shall be filed with the Secretary of State Department of Audit within sixty (60) days after approval. METRO shall operate under the name Twelfth Circuit Court Task Force and shall be filed with the appropriate agencies under this name.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above.

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Lin Carter  
District Attorney  
Twelfth Circuit Court District

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

---

President, Board of Supervisors  
Forrest County

Attest:

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Chancery Clerk  
Forrest County

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Sheriff  
Forrest County

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING**  
**CONSENT AGENDA**  
**LEGAL**  
**JUNE 18, 2020**

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

---

President, Board of Supervisors  
Perry County

Attest:

---

Chancery Clerk  
Perry County

---

Sheriff  
Perry County

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

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President, City Council  
City of Hattiesburg

Attest:

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Municipal Clerk  
City of Hattiesburg

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Chief of Police  
City of Hattiesburg

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

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President, Board of Aldermen  
City of Petal

Attest:

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Municipal Clerk  
City of Petal



**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING**  
**CONSENT AGENDA**  
**LEGAL**  
**JUNE 18, 2020**

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Chief of Police  
City of Petal

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives with full rights, powers and authority and on the date as set out above:

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President  
University of Southern Mississippi

Attest:

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Chief of Police  
University of Southern Mississippi Police Department

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING**  
**CONSENT AGENDA**  
**PERSONNEL**  
**June 18, 2020**

**APPROVAL OF PERSONNEL ACTION REQUESTS**

**1. Employment**

**Delta State University**

Elizabeth Belenchia; *rehired retiree*; Part-time Instructor in Teacher Education, Leadership, and Research; salary \$29,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2020

Diana Ezell; *rehired retiree*; Coordinator of Educational Administration Programs and part-time Instructor in Teacher Education, Leadership, and Research; salary \$45,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2020

Beverly Johnston; *rehired retiree*; Adjunct Instructor in Teacher Education, Leadership, and Research; salary \$25,000 per annum, pro rata; Fund 20 funds; 12-month contract; effective July 1, 2020

Maud Kuykendall; *rehired retiree*; Adjunct Instructor in Teacher Education, Leadership, and Research; salary \$30,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2020

Kathleen Lott; *rehired retiree*; Advisor and Coordinator of Educational Administration and Supervision and part-time Instructor in Teacher Education, Leadership, and Research; salary \$29,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2020

Dorothy Sykes; *rehired retiree*; Director of the World Class Teaching Program and part-time Instructor in Teacher Education, Leadership, and Research; salary \$35,000 per annum, pro rata; Grant funds and Fund 10 funds; 12-month contract; effective July 1, 2020

Dianne Thomas; *rehired retiree*; Adjunct Instructor in Teacher Education, Leadership, and Research; salary \$20,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2020

Kent Wyatt; *rehired retiree*; President Emeritus; salary \$59,000 per annum; Fund 10 funds; 12-month contract; effective July 1, 2020

**Jackson State University**

Alisa Mosley; *hired with tenure*; Interim Provost and Vice President for Academic Affairs and Professor of Management; Department of Management, College of Business; salary \$200,000 per annum, pro rata; E&G Funds; 12-month contract; effective June 1, 2020

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**Mississippi State University**

Samee Khan; *hired with tenure*; Professor and Head and Endowed Chair of the Department of Electrical and Computer Engineering; salary \$224,000 per annum, pro rata; E & G Funds; Designated Funds and Restricted Funds; 12-month contract; effective August 1, 2020

John Alexander Thomasson; *hired with tenure*; Professor and Head and Endowed Chair of the Department of Agricultural and Biological Engineering; salary \$230,000 per annum, pro rata; E & G Funds; Designated Funds and Restricted Funds; 12-month contract; effective July 1, 2020

**University of Mississippi**

Gary K. Hunter; *hired with tenure*; Associate Professor of Marketing and holder of the Founders Chair in Marketing/Data Analytics; School of Business Administration, Department of Marketing; salary \$200,000 per annum, pro rata; E&G Funds; 9-month contract; effective July 1, 2020

2. **Change of Status**

**Jackson State University**

Lynda Brown-Wright; *from* Provost and Vice President/Professor of Psychology with tenure, Division of Academic Affairs; salary \$200,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Special Assistant for Academic Enhancement & Strategic Initiatives/Professor of Psychology with tenure, Division of Academic Affairs; salary \$150,000 per annum, pro rata; E&G Funds; 6-month contract; effective June 1, 2020

**Mississippi State University**

Kari L. Reeves; *from* Associate Dean and Professor and Interim Head of Department of Industrial and Systems Engineering; salary \$210,000 per annum, pro rata; E & G Funds; Designated Funds and Restricted Funds; 12-month contract; *to* Professor and Head and Endowed Professorship *with tenure*; Department of Industrial and Systems Engineering; salary \$210,000 per annum, pro rata; E & G Funds; Designated Funds and Restricted Funds; 12 month contract; effective July 1, 2020

Peter L. Ryan; *from* Associate Provost for Academic Affairs; Interim Dean for Graduate School; Professor, Animal and Dairy Science; salary \$279,000 per annum, pro rata; E & G Funds; 12 month contract; *to* Executive Vice Provost for Academic Affairs; Dean for Graduate School; salary \$279,000 per annum, pro rata; E & G Funds; 12-month contract; effective April 16, 2020

3. **Tenure**

**Jackson State University**

Lolita D. Gray; *promotion to* Associate Professor; Department of Political Science College of Liberal Arts; effective, August 12, 2020

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Brian Phillips, *promotion to* Associate Professor; Department of English, Modern Foreign Languages, and Speech Communications; College of Liberal Arts; effective, August 12, 2020

Gloria J. Stamps-Smith, *promotion to* Associate Professor; Department Professional Interdisciplinary Studies; School of Lifelong Learning College of Education and Human Development; effective, July 1, 2020

Deidre L. Wheaton, *promotion to* Associate Professor; Department Educational, Multicultural, and Exceptional Studies; College of Education and Human Development; effective, August 12, 2020

Carlos Wilson, *promotion to* Associate Professor; Department of Professional Interdisciplinary Studies; School of Lifelong Learning; College of Education and Human Development; effective, July 1, 2020

Shan Yang, *promotion to* Associate Professor; Department of Chemistry, Physics and Atmospheric Sciences; College of Science, Engineering, and Technology; effective, August 12, 2020

**University of Mississippi**

Sasan Nouranian; *promotion to* Associate Professor; Department of Chemical Engineering; effective July 1, 2020

4. **Sabbatical**

**University of Southern Mississippi**

FROM: 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  
[Originally approved by IHL Board March 19, 2020]

CORRECTED: 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 3, 2022 to May 13, 2022; professional development

FROM: 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  
[Originally approved by IHL Board March 19, 2020]

CORRECTED: 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 16, 2021 to December 31, 2021; professional development

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FROM: 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  
*[Originally approved by IHL Board March 19, 2020]*

CORRECTED: 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 3, 2022 to May 13, 2022; professional development

FROM: 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  
*[Originally approved by IHL Board March 19, 2020]*

CORRECTED: 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 16, 2021 to December 31, 2021; professional development

FROM: 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  
*[Originally approved by IHL Board March 19, 2020]*

CORRECTED: 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 16, 2021 to December 31, 2021; professional development

FROM: 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  
*[Originally approved by IHL Board March 19, 2020]*

CORRECTED: 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 3, 2022 to May 13, 2022; professional development

FROM: 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  
*[Originally approved by IHL Board March 19, 2020]*

CORRECTED: 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 16, 2021 to May 13, 2022; professional development

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FROM: 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

*[Originally approved by IHL Board March 19, 2020]*

CORRECTED: 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 3, 2022 to May 13, 2022; professional development

FROM: 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

*[Originally approved by IHL Board March 19, 2020]*

CORRECTED: 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 3, 2022 to May 13, 2022; professional development

FROM: 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

*[Originally approved by IHL Board March 19, 2020]*

CORRECTED: 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, 2021 to December 31, 2021; professional development

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING**  
**CONSENT AGENDA**  
**ADMINISTRATION/POLICY**  
**June 18, 2020**

1. **JSU – APPROVAL OF THE REVISION OF THE MISSION STATEMENT**

Jackson State University presents its proposed revised mission statement for the Board's consideration as shown below.

Current Mission Statement:

The University produces technologically-advanced, diverse, ethical, global leaders who think critically, address societal problems and compete effectively.

Revised Mission Statement:

The mission of Jackson State University, an HBCU and comprehensive urban research university, is to provide quality teaching, research and service at the baccalaureate, masters, specialist, and doctoral levels to diverse populations of students and communities using various modalities to ensure that they are technologically-advanced, ethical, global leaders who think critically and can address societal problems and compete effectively.

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

2. **SYSTEM – COVID 19 RELATED ADJUSTMENT TO THE FALL 2020 ACADEMIC CALENDARS**

Whereas the Mississippi Board of Trustees of State Institutions of Higher Learning holds the health and safety of its students and employees to be of paramount importance; and

Whereas the Mississippi Board of Trustees of State Institutions of Higher Learning recognizes that system university administrators must plan to avoid foreign and domestic travel to and from campuses as much as possible in order to protect the health and safety of students and employees; therefore,

Be it resolved, The Mississippi Board of Trustees of State Institutions of Higher Learning hereby declares that each public university under its governance, excluding the University of Mississippi Medical Center, shall conclude in-person classes at the start of the Thanksgiving holiday for the Fall 2020 semester.

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

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**REGULAR AGENDA**  
**FINANCE**  
**June 18, 2020**

1. **SYSTEM-APPROVAL OF FUNDING ALLOCATION FOR FY 2021**

With the assumption that the Mississippi State Legislature will adopt a budget by June 30, 2020 for FY 2021, approval is requested to allocate FY 2021 state appropriations for Education and General Fund funding to the institutions. Board staff proposes to allocate appropriations on a pro-rata basis for July and August 2020 with the same proportion that funds were distributed to the institutions in FY 2020, adjusted for any Legislatively directed line items.

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

2. **SYSTEM –SALARY GUIDELINES FOR FY 2021**

It is recommended to the Board that general salary increases *not* be given for FY 2021. Any FY 2021 salary increases should be carefully considered and justified based on one or more of the following:

- meritorious performance,
- market or equity adjustments, and
- faculty promotions.

These decisions may be made at the discretion of the Commissioner (for the Executive Office) or the Institutional Executive Officer (for the campuses). These salary increase guidelines will apply to all university employees regardless of funding source or types of increases awarded.

**Staff Recommendation: Based on Board Policy 401.0103 Salaries and Compensation, the Commissioner after consultation with the Institutional Executive Officers, shall annually develop guidelines for the award of salary increases which shall be approved by the Board. Board staff recommends approval of this item.**

3. **SYSTEM- APPROVAL OF FY 2021 OPERATING BUDGETS**

With the assumption that the Mississippi State Legislature will adopt a budget by June 30, 2020 for FY 2021, approval is requested to operate all budgets at FY 2020 beginning budget levels for the months of July and August budget less a pro-rated reduction in expenditures should the Legislature reduce state appropriations for FY 2021.

Approval of complete FY 2021 annual operating budgets will be deferred until funding from the Mississippi State Legislature is provided.

**STAFF RECOMMENDATION: Board staff recommends approval.**



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FINANCE  
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4. **SYSTEM-REQUEST FOR APPROVAL OF FISCAL YEAR 2022 PROPOSED FUNDING PRIORITIES**

Proposed funding priorities are required for the 2022 Legislative Budget Request (LBR). The proposed funding priorities will be presented under a separate cover.

**STAFF RECOMMENDATION:** Based on Board Policy 701.03, Budget and Planning Priorities, the Commissioner, after consultation with the Institutional Executive Officers, shall prepare and submit an annual statement of system planning and budget priorities for consideration and approval by the Board. Board staff recommends approval of this item.

5. **SYSTEM – REQUEST TO ENTER INTO A CAPITAL LEASE AGREEMENT IN AN AMOUNT NOT TO EXCEED \$7.5 MILLION TO PURCHASE EQUIPMENT FOR THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

**Agenda Item Request:** The System Office requests Board approval to enter into a 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. UMMC has a need for the lease-purchase of up to \$7,500,000 in equipment during fiscal year 2020. UMMC's participation in the IHL's master lease program through its issuer HilltopSecurities, Inc. would enable it to meet its current need for clinical equipment. 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.

Bulter Snow will serve as outside counsel and Hilltop Securities will serve as financial advisor.

**History of Contract:** The Legislature authorized the creation of an equipment leasing and purchasing program by the Board of Trustees in April 2007 under Miss. Code Ann. Section 37-101-413. Previous uses of the program includes purchase of three aircraft by Delta State University for \$1.8 million in 2011. Additionally, institutions have participated in a similar program operated by the Department of Finance and Administration including MUW in 2013 for \$750,000 for various equipment, JSU in 2014 for \$1.2 million for transportation equipment, ASU in 2015 for \$1 million for a lease-purchase of transportation equipment, JSU in 2015 for \$500,000 for band equipment, and MVSU in 2016 for police vehicles and other transportation equipment.

UMMC received approval from the Board to enter into a capital lease agreement for \$7.5 million in January 2020.

**Specific Type of Contract:** Intermediate term lease

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**Purpose:** To reimburse the purchase of a \$1.7 million linear accelerator and \$5.7 million in interventional radiology equipment during FY 2020.

**Scope of Work:** Funds to procure medical equipment

**Term of Contract:** 5 year lease-purchase term

**Contract Amount:** Expected interest rates of between 2.5% to 3.5% for expected annual amortization of \$1.1 million to \$1.6 million annually to be allocated to UMMC

**Funding Source for Contract:** Patient Revenues

**Board Staff Recommendation:** Miss. Code Ann. Section 37-101-413 allows the Board of Trustees to establish an equipment leasing and purchase program for the use of the state institutions of higher learning. Among the actions the Board may perform includes “entering into lease financing agreements in connection with purchases made under the authority of this section.” Legal Staff has reviewed the proposed Agreement for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

6. **UM-REQUEST FOR APPROVAL TO ENTER INTO A LIBRARY SUBSCRIPTION AGREEMENT WITH EBSCO INFORMATION SERVICES**

**Agenda Item Request:** The University of Mississippi Libraries request permission to enter into a service agreement with **EBSCO Information Services**. EBSCO would act as the agent for the Libraries in the ordering, invoicing, and paying for the journal and standing order subscriptions requested by the Libraries. EBSCO also helps resolve access or delivery problems and helps track available electronic access.

The UM Libraries further request permission to use the prepayment option described in the service agreement to put the expected amount for subscriptions in the following year on deposit with EBSCO prior to receiving the specific invoices. This prepayment will create an additional credit within the deposit, and the deposit assures that there are no delays in access to ordered content due to delayed payment.

**Contractor’s Legal Name:** EBSCO Information Services

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

**Specific Type of Contract:** This is a contract for library subscription services.

**Purpose:** The purpose of the agreement is to secure the services of an agent in the ordering, invoicing, and payment of journal and standing order subscriptions.

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**Scope of Work:** EBSCO will consolidate the processing of more than 5,000 individual subscriptions from multiple publishers with a current annual value of about \$3.5 million.

**Term of Contract:** The term of the contract will be five years beginning July 2020 and ending June 2025.

**Termination Options:** Either party may terminate this Agreement, provided all undisputed invoices are paid in full, with at least 30 days prior written notice to the other party stating such party's intention to terminate this Agreement. The University retains the right to terminate this agreement in the event that the funds used to pay for the contract become unavailable due to a decrease or change in the legislative appropriation. Any monies remaining from any prepayment after all contracted services are paid in full will be returned to the University. If EBSCO fails to correct performance deficiencies, UM may terminate the Agreement. EBSCO has the right to terminate the Agreement if UM fails to pay its undisputed invoices within forty-five (45) days of receipt. In the event force majeure causes a party's performance to be delayed for a continuous period of sixty (60) days, either party may elect to terminate this Service Agreement upon notice to the other.

**Contract Amount:** The amount paid to EBSCO through the service charge is dependent on the amount of subscription business transacted through them. The base service charge will be 0.0%, and for certain publishers, the service charge will be 0.1%. Amounts will vary depending on the mix of subscriptions and other agreements with publishers.

Subscription year	Estimated cost of all subscriptions	Estimated cost of subscriptions requiring service charge	Estimated cost of service charge	Estimated total sent to EBSCO per year
2021	\$3,776,480	\$2,129,500	\$2,130	\$3,778,610
2022	\$3,927,550	\$2,193,385	\$2,193	\$3,929,743
2023	\$4,084,650	\$2,259,187	\$2,259	\$4,086,909
2024	\$4,248,650	\$2,326,962	\$2,327	\$4,250,977
2025	\$4,417,950	\$2,396,771	\$2,397	\$4,420,347
Estimated total for all years			\$11,306	\$20,466,586

**Funding Source for Contract:** Subscription costs and service charges for this contract will be funded by the Library's materials budget which is derived from educational and general funds and from specified endowments.

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**Contractor Selection Process:** UM issued Request for Proposals #645 for Library Subscription Agent Services. Three subscription agents submitted proposals describing their services and their charges for those services. EBSCO received the highest rating per the evaluation criteria stated in the RFP, including receiving the highest rating for financial arrangements. EBSCO was selected from those three proposals based on their ability to handle the size of our account, on the services they offered for managing electronic journals, on their low service charge and their credit for prepayment, and on additional incentives offered.

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

7. **SYSTEM – REQUEST FOR APPROVAL TO RENEW AUTO  
LIABILITY INSURANCE WITH BERKLEY SOUTHEAST INSURANCE  
GROUP**

**Agenda Item Request:** The Mississippi Institutions of Higher Learning’s Executive Office (IHL) requests approval to renew its auto liability insurance coverage with **Berkley Southeast Insurance Group (Berkley)**. Union Insurance Company is the issuing company, and both Union and Berkley are subsidiaries of W.R. Berkley Corporation. The program also insures against auto liability risks arising outside of the Mississippi Tort Claims Act through an excess policy with **Great American E&S Insurance Company (Great American)**. Both Berkley and Great American have an AM Best rating of A+ (Superior).

**Contractor’s Legal Name:** **Berkley Southeast Insurance Group** and **Great American E&S Insurance Company**.

**History of Contract:** The IHL Self-Insured Tort Plan (Tort Plan) insures against third party tort claims as outlined in the Mississippi Tort Claims Act (§11-46-1, et seq.), which includes automobile liability coverage. To limit its exposure, the IHL Self-Insured Tort Plan currently purchases liability insurance coverage in the amount of \$500,000 for in-state coverage and \$5,000,000 for out-of-state coverage through Berkley and Great American. Following a competitive RFP process, this agenda item seeks renewal of our current policies, at the same coverage limits, which will insure against auto liability for accidents occurring in connection with the business of any university as well as the Executive Office. Although premium can vary based upon the number of

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insured vehicles, the renewal premium is approximately 1.8% less than the expiring policies. The current system fleet consists of approximately 1,965 vehicles.

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

**Purpose:** The purpose of the contract is to insure against auto liability for the system.

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

**Term of Contract:** The policy term will be July 1, 2020, to July 1, 2021, although this item includes two optional renewals at the same rate. If two renewals are selected, the third policy year will expire July 1, 2023.

**Termination Options:** IHL may cancel the policy at any time by providing written notice before the effective termination date. The insurers may cancel upon 30-days advance notice, or upon 10 days advance notice if the reason for termination is the non-payment of premium.

**Contract Amount:** The combined premium is approximately \$818,026 for the 2020-2021 policy, and up to an aggregate of approximately \$2,454,078 if two renewals are elected. The final premium amounts may fluctuate based upon the number of owned vehicles in university fleets.

**Funding Source for Contract:** The universities are billed directly for their share of the premium. There is a deductible of \$10,000 per occurrence (for property damage), and deductible amounts are paid from the Tort Plan.

**Contractor Selection Process:**

A competitive RFP process was advertised and conducted in accordance with state law best practices. Using a market assignment process, multiple quotes were received. The recommended quote is the lowest cost 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 the IHL System and Berkley Southeast Insurance Group for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

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8. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO DIALYSIS PRODUCTS PURCHASE AGREEMENT WITH BAXTER HEALTHCARE CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Dialysis Products Purchase Agreement with **Baxter Healthcare Corporation (Baxter)** for the purchase of hemodialysis solutions, disposable products, and supplies used in continuous renal replacement therapy (CRRT). CRRT is a type of hemodialysis that is provided in an inpatient (intensive) care setting. In CRRT, dialysis is provided on a continual basis, for an extended period of time. These solutions, disposable products, and supplies are different in composition than those used in an outpatient setting or for intermittent dialysis. 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:** Baxter Healthcare Corporation

**History of Contract:** On June 18, 2015, the Board approved a five (5) year agreement with Baxter for the purchase of disposable products and supplies used in CRRT at a cost of \$887,486.25. The agreement expires on July 9, 2020. On June 15, 2017, the Board approved a three (3) year agreement with Baxter for the purchase of hemodialysis solutions used in CRRT at a cost of \$1,411,723.50. The agreement expires on June 30, 2020. The proposed agreement will replace both of these prior agreements.

**Specific Type of Contract:** This is a new Dialysis Products Purchases Agreement.

**Purpose:** The purpose of this agreement is for the purchase of hemodialysis solutions, disposable products, and supplies used in continuous renal replacement therapy (CRRT). CRRT is a type of hemodialysis that is provided in an inpatient (intensive) care setting. In CRRT, dialysis is provided on a continual basis, for an extended period of time. These solutions and disposables are different in composition than those used in an outpatient setting or for intermittent dialysis. Provide the fluids for CRRT therapy and the disposables used to for each treatment.

**Scope of Work:** Under the agreement, Baxter will provide CRRT solutions and disposables. In exchange for discounted pricing, UMMC agrees to purchase ninety percent (90%) of its total need of CRRT products from Baxter.

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

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

- by either party, upon the material breach by the other party, if the breaching party does not cure the breach within sixty (60) calendar days after receiving written notice, then the non-breaching party may terminate the agreement by sending written notice to the breaching party;

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- in the event of a reduction in funds; and
- by UMMC, after the first year of the agreement, upon one hundred eighty (180) days' written notice to Baxter.

**Contract Amount:** The estimated total cost of the agreement over the five (5) year term is \$3,525,000.00. UMMC has included an annual ten percent (10%) increase to account for potential price and patient volume increases.

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

**Contractor Selection Process:** The CRRT solutions, disposable products, 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 Baxter Healthcare Corporation for compliance with applicable law and find same to be acceptable. Board staff recommends approval of this item.*

9. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A LOCALLY NEGOTIATED AGREEMENT WITH COVIDIEN SALES, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a locally negotiated agreement with **Covidien Sales LLC (Covidien)**, a Medtronic Company (Medtronic) to purchase endomechanical and trocar products. These products include staplers, reloads, trocars, access devices, laparoscopic accessories, and closure devices used to provide an access port during surgery and closure devices to seal incisions post-surgery. 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:** Covidien Sales, LLC

**History of Contract:** UMMC currently purchases these items from Medtronic through Vizient, one of UMMC's group purchasing organizations (GPO). However, Medtronic now requires the locally negotiated agreement in order to extend discounted pricing.

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

**Purpose:** The purpose of the contract is to purchase endomechanical and trocar products. These products include staplers, reloads, trocars, access devices, laparoscopic

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accessories, and closure devices used to provide an access port during surgery and closure devices to seal incisions post-surgery.

**Scope of Work:** Under the agreement, Medtronic will provide discounted pricing for staplers, reloads, trocars, access devices, laparoscopic accessories, and closure devices for use in surgical cases on an as needed basis. UMMC commits to purchase at least \$1,810,000 in net purchases annually in order to receive the discounted pricing.

**Term of Contract:** The term of the agreement is three (3) years, from July 1, 2020, through June 30, 2023.

**Termination Options:** The Locally Negotiated Agreement may be terminated as follows:

- by Medtronic if UMMC is not trending towards compliance with its commitment levels;
- by Medtronic if UMMC does not meet its compliance requirement, and that requirement is not met within a sixty (60) day cure period; and
- by either party at any time upon thirty (30) days prior written notice to the other party.

Under Vizient agreements MS7322 and MS7332, Medtronic may discontinue selling products to UMMC in the event UMMC becomes bankrupt, insolvent, makes an assignment for the benefit of creditors or goes into liquidation.

**Contract Amount:** The estimated cost of the agreement is \$7,825,000.00 over the three (3) year term. This includes an annual ten percent (10%) increase to allow for patient volume change.

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

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

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



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10. **UMMC-REQUEST FOR APPROVAL TO AMEND AGREEMENT WITH INO THERAPEUTICS, LLC D/B/A MALINCKRODT**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its agreement with **INO Therapeutics, LLC d/b/a Mallinckrodt** for the purchase of INOMAX medical-grade gas and use of INOtherapy systems. UMMC also requests permission to amend the agreement without seeking prior Board approval to establish pricing for the fifth year of the Agreement, so long as adequate funds are available.

**Contractor's Legal Name:** **INO Therapeutics, LLC d/b/a Mallinckrodt (Mallinckrodt)**

**History of Contract:** On June 15, 2017, the Board approved a five (5) year agreement with Mallinckrodt to provide unlimited use of INOMAX (nitric oxide) pharmaceutical medical-grade gas and related services. The Board approved a total cost of \$19,253,451.20. The current agreement will expire June 30, 2022. On June 21, 2018, the Board approved the first amendment to establish pricing for the second year of the Agreement, which did not increase the original projected cost. On June 20, 2019, the Board approved the second amendment to establish pricing for the third year of the Agreement, which did not increase the original projected cost.

**Specific Type of Contract:** Amendment 3 to the INOtherapy Services Agreement

**Purpose:** The purpose of the amendment is to establish pricing for the fourth year of the Agreement, updates Mallinckrodt's notice address, includes Information Security Program provisions, and amends an early termination provision. The purpose of the Agreement is to purchase INOMAX medical-grade gas and use the INOtherapy system for delivery of the gas. INOMAX is a pharmaceutical medical grade gas used to treat neonatal and adult patients for hypoxic respiratory failure associated with pulmonary hypertension, where it improves oxygenation and reduces the need for extracorporeal membrane oxygenation.

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

- provide UMMC with use of INOtherapy services, which includes:
  - the pharmaceutical drug INOMAX (nitric oxide) for inhalation,
  - INOtherapy systems, the delivery of devices for administration of the INOMAX gas,
  - various maintenance and calibration items, accessories, and disposables related to the use of the system. and
  - training, support, maintenance, pick-up and delivery of items and gas.
- observe and follow UMMC's rules and policies while at UMMC's facilities, and

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- determine, based on UMMC's requests and volume of use, the number of INOtherapy systems to provide and held as inventory at UMMC's facility.

UMMC agrees to the following:

- use the INOtherapy systems only with the equipment, devices, software, or other items which have been validated for use with the INOtherapy system,
- permit only qualified personnel who have received adequate training to use the INOtherapy system,
- comply with instructions, warnings, documentation, guidance or other recommendations as may be provided by Mallinckrodt,
- not modify any INOtherapy system without prior written permission from Mallinckrodt,
- determine the quantity of INOMAX that UMMC may use or purchase,
- determine the uses and therapies for which UMMC uses INOMAX for patient care,
- make the INOtherapy systems available for pick-up by Mallinckrodt if UMMC's level of use does not justify retention of all INOtherapy systems onsite at UMMC, and
- promptly review invoices to ensure the running total of the allotted hours is accurately recorded.

**Term of Contract:** The term of the Agreement is unchanged with the amendment. The term remains five (5) years from July 1, 2017, through June 30, 2022.

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

- upon expiration of the initial or renewal term by either party with at least 30 days written notice prior to the end of the then current term,
- by either party upon written notice if the other party has breached or failed to comply with any term of the agreement, and such breach or failure is not cured within 30 days after written notice by the other party,
- by either party for convenience upon 90 days written notice, and
- failure by Mallinckrodt to comply with the federal E-Verify Program.

**Contract Amount:** The total estimated cost of the Agreement over the five (5) year term remains unchanged at \$19,253,451.20. Pricing for the fourth year has decreased from prior years; UMMC shall pay a flat monthly rate for an allotted 24,000 hours per year for INOtherapy services. If UMMC's use exceeds the annual allotted hours, UMMC shall pay an hourly rate for the INOtherapy services. Each year, Mallinckrodt and UMMC shall meet to discuss fees for the use of INOtherapy for the next contract year.

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

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

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

11. **UMMC-REQUEST FOR APPROVAL TO ENTER INTO SERVICE SCHEDULE NO. 1-SENG6U WITH SIEMENS MEDICAL SOLUTIONS USA, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into Service Schedule No. 1-SENG6U with **Siemens Medical Solutions USA, Inc.** to provide service and maintenance repair for imaging equipment currently owned by UMMC. UMMC also requests approval to add or remove equipment covered by the Schedule as needed without requiring prior submission for Board approval provided the total contract amount does not increase.

**Contractor's Legal Name:** Siemens Medical Solutions USA, Inc. (Siemens)

**History of Contract:** On August 15, 2019, the Board approved a Master Service Agreement (MSA) with Siemens for the planned maintenance, inspection, and unscheduled or break down repair services for UMMC owned imaging equipment. UMMC negotiated the MSA to establish the general business and legal terms for future Service Schedules between the parties. The term of the MSA is five (5) years; however, the MSA will remain in effect and continue to apply to any future Service Schedule that extends beyond August 31, 2024.

On August 15, 2019, the Board approved a five (5) year Service Schedule (No. 1-QEPTIY) at a cost of \$4,727,380.44, to allow for planned maintenance inspections as well as unscheduled repair services for the imaging equipment. The Schedule will expire on August 31, 2024.

UMMC has submitted for consideration a separate schedule with Siemens for equipment to be installed in the Children's Expansion.

**Specific Type of Contract:** This a new Service Schedule.

**Purpose:** The purpose of this Service Schedule is for planned maintenance inspections as well as unscheduled repair services for the equipment. The Schedule is needed to ensure that the equipment is maintained in safe working order according to the manufacturer's recommendations and to maximize the uptime of the equipment.

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

- provide service and maintenance on four (4) pieces of equipment,
- provide training courses and educational offerings,
- supply necessary parts required because of normal wear and tear or otherwise deemed necessary by Siemens,
- provide all maintenance and commercially available updates for equipment that utilizes Siemens operating system software,
- guarantee that equipment will function at least 95-98% of the time, and
- guarantee phone and on-site response times when assistance is requested by UMMC.

Under the agreement, UMMC will:

- give Siemens service personnel reasonable access to the equipment,
- clean and decontaminate the equipment after contact with blood or potentially infectious material,
- provide Siemens with on-site and remote access to the equipment, and
- remove equipment from coverage under the Service Schedule upon thirty (30) days prior written notice.

**Term of Contract:** The term of the Service Schedule No. 1-SENG6U is fifty-four (54) months, from July 1, 2020, through December 31, 2024.

**Termination Options:** The MSA may be terminated as follows:

- by UMMC upon thirty (30) days' written notice to Siemens,
- by UMMC on July 1 each year upon thirty (30) days' written notice in the event funds are not available,
- by either party upon default by the other party, and
- immediately for cause upon Siemens' breach of any of the following ongoing representations and warranties that Siemens, 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 Siemens being excluded

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from participation in the Federal Healthcare Programs or any state healthcare programs, and

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

The Schedule may be terminated as follows:

- by Siemens in the event UMMC fails to provide or maintain the remote access connection,
- by UMMC upon thirty (30) days' written notice to Siemens; and
- automatically in the event the MSA is terminated.

**Contract Amount:** The total estimated cost of the Service Schedule over term is \$1,100,000.00. The cost of service on the equipment is \$676,274.02 to be paid in monthly installments over the term of the Schedule. The monthly installments vary based on the equipment in service and the potential for annual price increases. UMMC has also included an additional fifteen percent (15%) per year, or \$402,575.79, for potential price increases and variable fees for service required but not included in the service plan, such as after-hours coverage, special handling fees, and accessories.

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

**Contractor Selection Process:** Due to state and Joint Commission requirements for radiology equipment, service personnel must be certified by Siemens.

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

12. **UMMC-REQUEST FOR APPROVAL TO ENTER INTO SERVICE SCHEDULE NO. 1-SHDOFJ WITH SIEMENS MEDICAL SOLUTIONS USA, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into Service Schedule No. 1-SHDOFJ with **Siemens Medical Solutions USA, Inc.** to provide service and maintenance repair for new imaging equipment to be installed in the Children's Expansion. UMMC also requests approval to add or remove

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equipment covered by the Schedule as needed without requiring prior submission for Board approval provided the total contract amount does not increase.

**Contractor's Legal Name:** Siemens Medical Solutions USA, Inc. (Siemens)

**History of Contract:** On August 15, 2019, the Board approved a Master Service Agreement (MSA) with Siemens for the planned maintenance, inspection, and unscheduled or break down repair services for UMMC owned imaging equipment. UMMC negotiated the MSA to establish the general business and legal terms for future Service Schedules between the parties. The term of the MSA is five (5) years; however, the MSA will remain in effect and continue to apply to any future Service Schedule that extends beyond August 31, 2024.

On August 15, 2019, the Board approved a five (5) year Service Schedule (No. 1-QEPTIY) at a cost of \$4,727,380.44, to allow for planned maintenance inspections as well as unscheduled repair services for the imaging equipment. The Schedule will expire on August 31, 2024.

UMMC has submitted for consideration a separate schedule with Siemens for equipment already owned at UMMC.

**Specific Type of Contract:** This a new Service Schedule.

**Purpose:** The purpose of this Service Schedule is provide service and maintenance repair for new imaging equipment to be installed in the Children's Expansion. The equipment has been purchased separately and did not require a contract. The Schedule will allow for planned maintenance inspections as well as unscheduled repair services for the equipment. The Schedule is needed to ensure that the equipment is maintained in safe working order according to the manufacturer's recommendations and to maximize the uptime of the equipment.

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

- provide service and maintenance on three (3) pieces of equipment,
- provide training courses and educational offerings,
- supply necessary parts required because of normal wear and tear or otherwise deemed necessary by Siemens,
- provide all maintenance and commercially available updates for equipment that utilizes Siemens operating system software, and
- guarantee phone and on-site response times when assistance is requested by UMMC.

Under the agreement, UMMC will:

- give Siemens service personnel reasonable access to the equipment,

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- clean and decontaminate the equipment after contact with blood or potentially infectious material,
- provide Siemens with on-site and remote access to the equipment, and
- remove equipment from coverage under the Service Schedule upon thirty (30) days prior written notice.

**Term of Contract:** The term of the Service Schedule No. 1-SHDOFJ is five (5) years, from on or about July 22, 2020, through June 21, 2025. The one (1) year warranty period will begin upon installation of the equipment, which is estimated to be on or about July 22, 2020. The four (4) year service period will begin upon the warranty expiration.

**Termination Options:** The MSA may be terminated as follows:

- by UMMC upon thirty (30) days' written notice to Siemens,
- by UMMC on July 1 each year upon thirty (30) days' written notice in the event funds are not available,
- by either party upon default by the other party, and
- immediately for cause upon Siemens' breach of any of the following ongoing representations and warranties that Siemens, 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 Siemens being excluded from participation in the Federal Healthcare Programs or any state healthcare programs, and
  - if Siemens is to receive any patients' personal health information, Siemens represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.

The Schedule may be terminated as follows:

- by Siemens in the event UMMC fails to provide or maintain the remote access connection,
- by UMMC upon thirty (30) days' written notice to Siemens; and

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- automatically in the event the MSA is terminated.

**Contract Amount:** The total estimated cost of the Service Schedule over the five (5) year term is \$700,000.00. The cost of service on the equipment is \$486,576.00 to be paid in monthly installments over the term of the Schedule. The monthly installments vary based on the equipment in service and the potential for annual price increases. UMMC has also included an additional fifteen percent (15%) per year, or \$211,950.00 for potential cost increases and variable fees for services required but not included in the service plan, such as after-hours coverage, special handling fees, and accessories.

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

**Contractor Selection Process:** Due to state and Joint Commission requirements for radiology equipment, service personnel must be certified by Siemens.

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

13. **USM-REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH SERVICEMASTER CLEANING ALTERNATIVES**

**Agenda Item Request:** The University of Southern Mississippi requests Board approval to execute a service contract with David Lee Enterprises, Inc. d/b/a **ServiceMaster Cleaning Alternatives** for custodial services for the Union Complex on the Hattiesburg campus that will include the Thad Cochran Center, R.C. Cook Union, The Hub, and the Danforth Chapel.

**Contractor's Legal Name:** David Lee Enterprises, Inc. DBA ServiceMaster Cleaning Alternatives

**History of Contract:** This contract was previously approved by the Board in June 2015 at a total contract amount of \$1,486,870 for a total of five years' service (inclusive of an annual \$30,000 contingency for possible additional services). The term was for three years with the option to renew for two one-year terms.

**Specific Type of Contract:** Service Contract



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**Purpose:** The purpose of the contract is to provide complete custodial services for the Union Complex spaces.

**Scope of Work:** The Contractor will provide comprehensive custodial services for the Union Complex as per the contract and outlined in the specifications of the RFP #20-21 and the contractor's response to the RFP.

**Term of Contract:** The initial term of the contract is for three years connecting July 1, 2020 and ending June 30, 2023 and includes an option to extend the contract for two additional one-year periods for a possible total term of five years.

**Termination Options:** Termination for Convenience. USM may, when the interests of USM so require, terminate this agreement in whole or in part for convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than ten days' notice prior to the effective date of termination.

Termination for Cause. Either party may terminate this agreement immediately upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30-day cure time is not required.

**Contract Amount:** The base cost for the Union Complex contract will be \$25,479 monthly or \$305,748 yearly. With additional services included, the yearly cost is estimated at \$335,748 with a three-year contract total of \$1,007,244. By adding an estimated \$30,000 per year contingency for unseen occurrences and any price escalations in the renewal periods, our estimated total is \$1,678,740 for the full five years (if the two extensions are exercised).

**Funding Source for Contract:** Self-generated funds from Union Complex operations will be used to fund this contract.

**Contractor Selection Process:** The University issued an RFP (RFP #20-21) on February 26, 2020. Seven (7) firms submitted proposals. The vendors' responses were evaluated on criteria that included Price, Qualifications and Experience, Staffing Plan and Personnel, and Operations Plan and Policies. The overall highest scoring and best value to USM was ServicesMaster Cleaning Alternatives.

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

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**1. UM – APPROVAL TO SETTLE IHL SELF-INSURED WORKERS’  
COMPENSATION CLAIM**

The IHL Self-Insured Workers’ Compensation Program is seeking Board approval for settlement of Claim No. 55-37356-1 for The University of Mississippi.

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

The University of Mississippi Medical Center is seeking Board approval for settlement of Tort Claim number 3289.

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**1. SYSTEM – APPROVAL OF APPOINTMENT OF REPRESENTATIVE TO THE UNIVERSITY PRESS OF MISSISSIPPI BOARD OF DIRECTORS**

The University Press of Mississippi (UPM) is a not-for-profit corporation supported by the eight public universities under the IHL Board. The 19-member Board of Directors for UPM includes one IHL Board member and the Commissioner or his designee. In May 2020, the IHL Board appointed Mr. Bruce Martin to serve a four-year term as the IHL Board member representative. Dr. Jerryl Briggs, President of Mississippi Valley State University, currently serves as the Commissioner’s designee. His term expires June 30, 2020.

Mrs. Nora Miller, President of the Mississippi University for Women, has agreed to serve as the Commissioner’s designee on the UPM Board of Directors for the term July 1, 2020 – June 30, 2024.

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

**2. SYSTEM – APPROVAL OF APPOINTMENT OF REPRESENTATIVE TO THE EDUCATION ACHIEVEMENT COUNCIL**

The Education Achievement Council (EAC) was established by the Mississippi Legislature for the purpose of sustaining attention to the goal of increasing the educational attainment and skill level of the state’s working population to the national average by 2025. The 23 members of the EAC include two IHL Board members, the Commissioner, and three university presidents appointed by the Board. There is no term length for appointees. Current IHL appointees include: Trustee Tom Duff; Trustee Shane Hooper; Dr. Jerryl Briggs, President of Mississippi Valley State University; Dr. William Bynum, former president of Jackson State University, and Bill LaForge, President of Delta State University.

Dr. Felecia Nave, President of Alcorn State University, has agreed to replace Dr. William Bynum as one of the institutional representatives on the EAC.

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

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**1. SYSTEM – CERTIFICATE PROGRAMS**

**A. INTENT TO OFFER**

**1. MSU – Program title: Environment and Sustainability Certificate**

Responsible academic unit: College of Agriculture and Life Sciences

Level: Post-baccalaureate

Total credit hours: 17

CIP code: 03.0103

Effective date: August 2020

Rationale: This certificate program is being re-instituted after being deleted more than 8 years ago. Changes in student interests and parallel programs that have been instituted since then have generated renewed interest, as well as a new market for post-baccalaureate interest in this certificate program. This certificate is open to all majors of interest and post-graduates in good standing.

**2. USM – Program title: Unmanned Maritime Systems Operator Certificate**

Responsible academic unit: School of Ocean Science and Engineering

Level: Pre-baccalaureate

Total credit hours: 12

CIP code: 29.0306

Effective date: August 2020

Rationale: USM currently offers a five-week certificate in Unmanned Maritime Systems (UMS). This additional five-week certificate program will be a follow-on, advanced curriculum that provides more in-depth science and engineering knowledge in both operational and research & development settings of UMS. The primary student pool for this next tier level program will be from the Navy, NOAA, and USCG. The University's UMS Certificate remains the nation's only undergraduate level course, existing as primary provider of students due to its ongoing objectives to educate and train its personnel in the latest innovations in ocean surface and subsurface vehicles.

**B. MODIFY**

**1. UMMC –Program title: Medical Scribe Specialist**

Responsible academic unit: Department of Health Sciences, School of Health Related Professions

Current level: Post-Baccalaureate

Proposed level: Other

Total credit hours: 18

CIP code, sequence: 51.9999, 8100

Effective date: June 2021

Rationale: This is a blended online program, whereby all courses are administered through distance education; however, the student will complete an Applied Practicum course during the final semester to obtain 200 hours gaining hands-on experience in the clinical environment. The modification proposed is to change this program from a post-baccalaureate certificate to a certificate-level program to broaden the opportunity for prospective students in order to meet the healthcare demands for trained medical scribe

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specialists. The curriculum would remain the same for the proposed certificate program. The only change proposed is regarding program admission requirements. Currently, students are required to have a baccalaureate degree (and have completed the IHL core requirement of 30 hours). The proposed change removes the requirement of the baccalaureate degree. Students would be required to complete the IHL core requirement of 30 hours plus an additional 30 hours of electives for a total of 60 total prerequisite hours.

**C. DELETE**

**1. USM – Program title: Family Psychiatric-Mental Health Nurse Practitioner**

Responsible academic unit: School of Leadership and Advanced Nursing Practice

Level: Post-master's

Total credit hours: 18

CIP code, sequence: 42.0101, 4383

Effective date: Fall 2020

Rationale: There are two similar certificates on the Academic Program Inventory. There are currently no students in this program. The other certificate was added to replace this certificate and is currently functioning with students completing and able to sit for national certification.

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

**A. MSU – Bachelor of Arts (BA) in Communication**

Total credit hours: 124

CIP code, sequence: 9.0101, 5204

Cost to offer by distance learning: \$55,000

Number of students expected to enroll in first six years: 80

Number of students expected to graduate in first six years: 33

Effective date: August 2021

**B. MSU – Bachelor of Science (BS) in Educational Psychology**

Total credit hours: 124

CIP code, sequence: 42.2806, 5208

Cost to offer by distance learning: \$17,000

Number of students expected to enroll in first six years: 110

Number of students expected to graduate in first six years: 70

Effective date: August 2020

**C. MSU – Doctor of Philosophy (PhD) in Chemical Engineering**

Total credit hours: 56 direct admit; 33 with master's degree

CIP code, sequence: 14.0001, 1013

Cost to offer by distance learning: \$10,000

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Number of students expected to enroll in first six years: 34  
Number of students expected to graduate in first six years: 6  
Effective date: August 2020

**D. MSU – Doctor of Philosophy (PhD) in Instructional Systems and Workforce Development**

Total credit hours: 90 hours (after bachelor's degree)  
CIP code, sequence: 13.1399, 1218  
Cost to offer by distance learning: Minimal  
Number of students expected to enroll in first six years: 30  
Number of students expected to graduate in first six years: 15  
Effective date: April 2020

**STAFF RECOMMENDATION: Board staff recommends approval of items 1-2.**

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**1. SYSTEM – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES  
AMENDMENT 1 TO THE SOFTWARE LICENSE AND MAINTENANCE  
AGREEMENT WITH REGIONAL ECONOMIC MODELS, INC.**

The attached exhibit represents the approval of MS-ITS of Amendment 1 to the Software License and Maintenance Agreement with Regional Economic Models, Inc. (REMI) on behalf of the IHL Executive Office, JSU, MSU UM and USM (System). The purpose of Amendment 1 is to renew the agreement, modify the payment arrangements and to make a revision to the Notice provision of the agreement. The Attorney General's staff assigned to the MS-ITS reviewed the amendment prior to execution. The Agreement and related amendment is between REMI and MS-ITS on behalf of the System.

**2. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES  
AMENDMENT 1 TO THE RENEWAL CONTENT LICENSE ORDER  
FORM WITH INTERNATIONAL BUSINESS SYSTEMS CORPORATION**

The attached exhibit represents the approval of MS-ITS of Amendment 1 to the Renewal Content License Order Form with International Business Systems Corporation formerly Truven Health Analytics, LLC. (IBM) on behalf of the University of Mississippi Medical Center (UMMC). The purpose of Amendment 1 is to assign the agreement to IBM from Truven. The Attorney General's staff assigned to the MS-ITS reviewed the amendment prior to execution. The Agreement and related amendment is between IBM and MS-ITS on behalf of UMMC.

**3. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES MASTER  
AGREEMENT WITH MMODAL SERVICES, LTD**

The attached exhibit represents the approval of MS-ITS for the University of Mississippi Medical Center (UMMC) to enter into a Master Agreement with MModal Services, LTD for dictation and transcription services, software licenses, software maintenance and support, cloud hosting services, and support and training if needed. The Attorney General's staff assigned to the MS-ITS reviewed the agreement prior to execution. The agreement is between MModal Services, LTD and MS-ITS on behalf of UMMC.

**4. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES MASTER  
SERVICE AGREEMENT TERMS AND CONDITIONS WITH PHILIPS NORTH  
AMERICA, LLC**

The attached exhibit represents the approval of MS-ITS for the University of Mississippi Medical Center (UMMC) to enter into a Service Agreement Terms and Conditions with Philips North America, LLC for software evolution services, advanced technology services with onsite patching, and clinical implementation services. The agreement allows Philips to perform services on UMMC telemetry system network to ensure optimal up-time and up to date security patches. The Attorney General's staff assigned to the MS-ITS reviewed the agreement prior to execution. The agreement is between Philips North America, LLC and MS-ITS on behalf of UMMC.

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**5. UMMC – MISSISSIPPI INFORMATION TECHNOLOGY SERVICES  
AMENDMENT 2 TO THE DEDICATED INTERNET ACCESS SERVICES  
AGREEMENT WITH TELEPAK NETWORKS, INC.**

The attached exhibit represents the approval of MS-ITS of Amendment 2 to the Dedicated Internet Access Services Agreement with Telepak Networks, Inc. (Telepak) on behalf of the University of Mississippi Medical Center (UMMC). The purpose of Amendment 2 is to extend the term of the agreement for one (1) year to continue providing dedicated internet access to UMMC. The provider shall provide secondary dedicated Internet Access to UMMC's main campus and the Jackson Medical Mall with redundant WAN connectivity for UMMC's remote locations. The Attorney General's staff assigned to the MS-ITS reviewed the amendment prior to execution. The Agreement and related amendment is between Telepak and MS-ITS on behalf of UMMC.

**6. UMMC – NOTICE OF AMENDMENT TO EXHIBIT H OF THE MASTER  
LEASE AGREEMENT WITH JACKSON MEDICAL MALL FOUNDATION**

On November 18, 2010, the Board approved the Master Lease between UMMC and the Jackson Medical Mall Foundation (JMMF). On October 20, 2016, the Board approved UMMC's request to amend Exhibit H to the Master Lease as needed for construction allowances, rent rate adjustments, or the addition of space without prior Board approval up to the previously approved total lease cost. In January 2018, UMMC and JMMF amended Exhibit H to the Master Lease for construction allowances to existing leased space. In February 2019, UMMC and JMMF amended Exhibit H for additional construction allowances to existing leased space. On February 26, 2020, UMMC and JMMF amended Exhibit H to the Master Lease for construction allowances to existing leased space. No other term and conditions of the Master Lease were changed.



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**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE  
MAY 21, 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.

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**DELTA STATE UNIVERSITY**

**1. DSU- GS 102-258 – Sillers Coliseum Renovation**

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

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

Board staff approved Change Order #2 in the amount of \$2,746.08 and two (2) additional days to the contract of E. Cornell Malone.

Approval Status & Date: APPROVED, May 22, 2020

Change Order Description: Change Order #2 includes the following item: reconnect a section of piping previously disconnected; and two (2) days to the contract.

Change Order Justification: This change was necessary due to a section of the existing chill water piping that was found to be degrading and burst when the contractor reconnected the service after the new air handler installation. After inspection it was determined only that section that burst needed to be repaired; and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$25,915.68.

Project Initiation Date: October 16, 2014

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

General Contractor: E Cornell Malone

Phased Project Budget: \$2,671,544.81

Total Project Budget: \$2,850,000.00

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

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

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

Board staff approved Change Order #2 in the amount of \$31,258.50 and one hundred twenty (120) additional days to the contract of Norman Enterprises, Inc.

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Approval Status & Date: APPROVED, June 3, 2020

Change Order Description: Change Order #2 includes the following item: replaced and reinforced rusted steel deck at extensive locations; and one hundred twenty (120) days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$44,192.10.

Project Initiation Date: January 17, 2019

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

General Contractor: Norman Enterprises, Inc.

Phased Project Budget: \$1,515,000.00

Total Project Budget: \$1,546,258.61

## **MISSISSIPPI STATE UNIVERSITY**

### **3. MSU- IHL 205-302– CEF Sewer Force Main Replacement**

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

Board staff approved Change Order #2 in the amount of \$86,785.00 and zero (0) additional days to the contract of Eubank Construction Co., Inc.

Approval Status & Date: APPROVED, May 29, 2020

Change Order Description: Change Order #2 includes the following items: added 633-linear feet of 20" force main piping to the initial contract length; credit for slip-joint ductile iron force main; crushed stone bedding for pipe and fittings installed at greater than 12' depth, 20-inch ductile iron piping 90 degree bend, 20-inch ductile iron piping, 20-inch ductile iron piping 11.25 degree bend, temporary and permanent sodding, and silt fencing.

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

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Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$92,169.62.

Project Initiation Date: December 10, 2019

Design Professional: Garver Engineering

General Contractor: Eubank Construction Co., Inc.

Total Project Budget: \$1,200,000.00

**4. MSU- IHL 405-002– Kinesiology Building Center for Student Support and Autism Services**

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

Board staff approved the Schematic Design Documents as submitted by Eley Guild Hardy/Dale Partners – A Joint Venture.

Approval Status & Date: APPROVED, May 29, 2020

Project Initiation Date: May 18, 2017

Design Professional: Eley Guild Hardy/Dale Partners - A Joint Venture

General Contractor: TBD

Total Project Budget: \$900,000.00

**UNIVERSITY OF MISSISSIPPI**

**5. UM – IHL 207-455 – Jackson Avenue Center Reroof & Exterior Coating**

**Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of \$3,433.00 and zero (0) additional days to the contract of Rowell Roofing, Inc.

Approval Status & Date: APPROVED, May 18, 2020

Change Order Description: Change Order #3 includes the following items: reworked the metal flashing joints on the two (2) large skylights on the main, upper roof section of the project; installed new butyl caulk, polyurethane caulk and fasteners as necessary at each of the metal flashing joints; and strip-in each joint and corner with 9” wide pressure-sensitive cured cover strip.

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Change Order Justification: These changes were due to several joints in the metal flashing found detached and open to the weather requiring them to be replaced.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$21,953.00.

Project Initiation Date: June 20, 2019

Design Professional: Shafer-Zahner-Zahner, PLLC

General Contractor: Rowell Roofing, Inc.

Total Project Budget: \$1,980,000.00

**UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

**6. UMMC - GS #209-551- Main Pharmacy Renovations 2014**

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

Board staff approved Change Order #4 in the amount of \$420,204.55 and one hundred eighty (180) additional days to the contract of Sunbelt General Contractors, Inc.

Approval Status & Date: APPROVED, June 1, 2020

Change Order Description: Change Order #4 includes the following items: installed backdraft dampers at two (2) relief fans; installed a separate chiller to control the water temperature serving the HVAC at the clean rooms; and one hundred eighty (180) 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: Four (4) change orders for a total amount of \$1,147,910.51.

Project Initiation Date: January 22, 2015

Design Professional: McCarty Architects Professional Association

General Contractor: Sunbelt General Contractors, Inc.

Total Project Budget: \$3,848,518.00

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

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

Board staff approved the Design Development Documents as submitted by Eley Guild Hardy/Dale Partners – A Joint Venture.

Approval Status & Date: APPROVED, June 1, 2020

Project Initiation Date: April 17, 2019

Design Professional: Eley Guild Hardy/Dale Partners - A Joint Venture

General Contractor: TBD

Total Project Budget: \$12,500,000.00

**UNIVERSITY OF SOUTHERN MISSISSIPPI**

**8. USM- GS 108-285– Cook Library Renovation (Phase 2)**

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

**Approval Request #1: Change Order #3**

Board staff approved Change Order #3 in the amount of \$84,466.00 and zero (0) additional days to the contract of Codaray Construction, LLC.

Approval Status & Date: APPROVED, May 22, 2020

Change Order Description: Change Order #3 includes the following items: revised the first floor plan to add an additional office in Student Support Services to include a door with a sidelite; access control systems to be installed for three (3) doors; access control rough-ins to be provided for six (6) doors; power for vending machines in a group study room; televisions to be provided in the elevator lobby area and group study rooms; additional power to be provided for a classroom and for the new office.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$62,991.00.

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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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**SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL**

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

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 5/13/20) from the funds of Mississippi State University. (This statement, in the amount of \$14,718.75, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 14,718.75**

Payment of legal fees for professional services rendered by Butler Snow, LLP (statements dated 4/10/20, 4/13/20 and 4/21/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,947.00, \$590.00 and \$19,204.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 21,741.50**

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (two statements dated 4/9/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,006.50 and \$4,680.22, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 5,686.72**

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (three statements dated 3/27/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$3,103.90, \$1,023.00 and \$33.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,159.90**

Payment of legal fees for professional services rendered by Hogan|Lovells (statement dated 4/10/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$8,800.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 8,800.00**

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 3/20/20, 3/20/20, 3/30/20 and 4/1/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$49.50, \$198.00, \$74.25 and \$1,892.80, respectively, represent services and expenses in connection with legal advice.)



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**TOTAL DUE.....\$ 2,214.55**

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 3/31/20, 4/13/20, 4/13/20 and 4/15/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$6,914.05, \$370.50, \$244.50 and \$6,096.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 13,625.05**

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 4/7/20, 4/7/20, 4/7/20, 4/8/20, 4/8/20, 4/8/20 and 4/8/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,108.95, \$4,944.00, \$7,955.20, \$5,457.40, \$2,970.00, \$295.00 and \$8,125.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 30,855.55**

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 5/11/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$2,535.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 2,535.00**

Payment of legal fees for professional services rendered by Butler Snow (statement dated 4/14/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$1,959.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,959.00**

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statements dated 5/13/20 and 6/9/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$2,181.40 and \$5,974.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 8,155.90**

Payment of legal fees for professional services rendered by Richard & Thomas, PLLC (statement dated 5/27/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$828.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 828.00**

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Payment of legal fees for professional services rendered by Ware Immigration (statements dated 2/1/20, 4/1/20, 4/1/20, 4/1/20, 4/1/20, 4/1/20, 4/1/20, 4/1/20, 5/1/20 and 5/1/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$156.13, \$1,500.00, \$2,500.00, \$4,000.00, \$1,500.00, \$1,500.00, \$44.49, \$2,500.00, \$42.87 and \$26.89, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 13,770.38**

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

Payment of legal fees for professional services rendered by Larry Schemmel (eight statements dated 4/22/20) from the funds of Mississippi State University. (These statements represent expense reimbursements in connection with the following patents or intellectual property matters: "Facemask and Helmet with Facemask" - \$1,350.00; "Passively Flushed Bearing for Cardiovascular Turbomachinery" - \$1,846.00; "Electret: A Novel Solution for Emerging Dielectric Challenges" - \$70.00; "Switchgrass Cultivar Panir" - \$350.00; "Common Mode EMI Modeling and Mitigation Techniques" - \$70.00; "Nano-Structured Catalysts" - \$675.00; "Compositions of Food Grade Coatings to Control Pest Infestations and Methods of Applications" - \$150.00; "Compositions and Methods for Use in Food Processing and Preservation" - \$865.00; ".")

**TOTAL DUE.....\$ 5,376.00**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 5/21/20 and 5/28/20) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Synthesis of Optically Active Indoline Derivatives via Ruthenium (II)-Catalyzed Enantioselective C-H" - \$2,063.50; and "Cottonseed Oil Polymer" - \$2,796.50.)

**TOTAL DUE.....\$ 4,860.00**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 8/15/19, 8/20/19, 3/26/20, 3/27/20, 3/27/20, 4/23/20, 4/23/20, 4/23/20, and 4/24/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$38.00, \$2,525.00, \$426.00, \$1,971.00, \$2,349.50, \$481.50, \$3,616.00, \$147.50, and \$1,019.50, respectively, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 12,574.00**

Payment of legal fees for professional services rendered by Workman Nydegger (statement dated 3/30/20) from the funds of the University of Mississippi Medical Center. (This statement, in the

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amount of \$11,482.00, represents services and expenses in connection with intellectual property patents.)

<b>TOTAL DUE.....</b>	<b>\$</b>	<b>11,482.00</b>
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**1. SYSTEM – IHL SAFE START TASK FORCE REPORT**

Commissioner of Higher Education Dr. Alfred Rankins Jr. established the Safe Start Task Force for the Mississippi public university system. The task force was charged with crafting a system-level plan for starting and completing the fall 2020 semester in the safest and most effective way, so that students and universities can achieve the best possible outcomes, regardless of the challenging circumstances. The baseline practices and recommendations were presented in a report dated May 23, 2020. The report is presented under separate cover.

**2. SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**

The following items have been approved by the Commissioner on behalf of the Board and are available for inspection in the Board Office.

- a. **ASU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 11, 2020, Commissioner Alfred Rankins, Jr. approved the revisions to several FY 2020 *Ayers* academic programs budgets. 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 staff have reviewed and approved these revisions. These budget revisions contain no increases in total budgets but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.
- b. **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 May 11, 2020, Commissioner Alfred Rankins, Jr. approved the revisions to several FY 2020 *Ayers* academic programs budgets. 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 staff have reviewed and approved these revisions. These budget revisions contain no

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increases in total budgets but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

- c. **MVSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 11, 2020, Commissioner Alfred Rankins, Jr. approved the revisions to several FY 2020 *Ayers* academic programs budgets. 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 staff have reviewed and approved these revisions. These budget revisions contain no increases in total budgets but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.