Board Meeting Outline
Mississippi Board of Trustees of State Institutions of Higher Learning

Meetings Schedule

- Finance Committee | August 19, 2020, 2:00p | IHL Board Room
- Health Affairs Committee | August 19, 2020, 3:00p | IHL Board Room
- IHL Board Meeting | August 20, 2020, 9:00a | IHL Board Room

Call to Order

Invocation

Minutes

June 18, 2020 Regular Board Meeting Minutes ................................................................. 7
July 31, 2020 Special Called Board Meeting Minutes .......................................................... 52

Consent Agendas | Trustee Ford Dye

Academic Affairs

1. SYSTEM – Approval of Modifications to Existing Academic Units
   A. Renaming
      1. MSU – Department of Basic Sciences ................................................................. 53
      2. UM – William Magee Institute for Wellness Education ....................................... 53
   B. Consolidating
      1. UMMC – Health Informatics and Information Management Department and Health Sciences Department ............................................................... 53
      2. UMMC – Medical Laboratory Sciences Department and Radiological Sciences Department ................................................................. 54

2. SYSTEM – Approval of New Academic Units
   A. UM – Magee Center for AOD (Alcohol and Other Drug) and Wellness Education ............... 54
   B. UM – Magee Center for AOD (Alcohol and Other Drug) Research ................................. 54

3. SYSTEM – Approval of New Academic Degree Programs
   A. DSU – Bachelor of Applied Science (BAS) in Aviation Management ............................. 55
   B. DSU – Bachelor of Applied Science (BAS) in Business Administration .......................... 55
   C. MSU – Master of Public Health (MPH) (Concentration – Nutrition) ............................... 56

4. SYSTEM – Approval of Modifications to Existing Academic Degree Programs
   A. Suspending
      1. MSU – Master of Science (MS) in Secondary Education ........................................ 56
      2. MSU – Master of Science in Technology (MST) ..................................................... 57
      3. MSU – Education Specialist (EdS) in Education ....................................................... 57
   B. Deleting
      1. DSU – Bachelor of Science (BS) in Social Science ................................................ 57
      2. DSU – Master of Science (MS) in Community Development .................................... 57
FINANCE
1. MSU – Request for Approval of Sublease to the United States Department of Agriculture ............58
2. UM – Request for Approval to Enter into a Contractual Services Agreement with American Johnny, Inc. ........................................................................................................................................58
3. UM – Request for Approval to Enter into a Contractual Services Agreement with Oxford Sand Company, Inc. ........................................................................................................................................60
4. UM – Request for Approval to Enter into a Contractual Services Agreement with STM Charters, Inc ........................................................................................................................................61
5. UMMC – Request for Approval to Enter into an End User Agreement with Agiliti Health, Inc. ..................62
6. UMMC – Request for Approval to Enter into a Master Agreement with AngioDynamics Finance ........................................................................................................................................64
7. UMMC – Request for Approval to Enter into a Purchase Agreement with Boston Scientific Corporation ........................................................................................................................................66
8. UMMC – Request for Approval to Amend a Remote Care Management Services Agreement with Care Innovations, LLC ........................................................................................................................................67
9. UMMC – Request for Approval to Enter into a Medical Office Building Lease with The Central Mississippi Civic Improvement Association, Inc ........................................................................................................................................69
10. UMMC – Request for Approval to Enter into a Laboratory Services Agreement with GeneDx, Inc. ..................................................................................................................................................71
11. UMMC – Request for Approval to Amend a Hospitalist Professional Services Agreement with Grenada Physician Services, LLC ........................................................................................................................................74
12. UMMC – Request for Approval to Amend a Shuttle Services Agreement with Groome Transportation of Texas, LLC ........................................................................................................................................77
13. UMMC – Request for Approval to Enter into a Software and Support Agreement with MC AnalyTXs, Inc ........................................................................................................................................78
14. UMMC – Request for Approval to Enter into a Service and Maintenance Agreement with Mid-South Medical Imaging, LLC ........................................................................................................................................79
15. UMMC – Request for Approval to Enter into a Provider Service Agreement with Myriad Genetics Laboratories, Inc. ........................................................................................................................................80
16. UMMC – Request for Approval to Amend a Purchase Agreement with Philips Healthcare Informatic, Inc ........................................................................................................................................81
17. UMMC – Request for Approval to Amend a Master Services Agreement with Press Ganey Associates, LLC ........................................................................................................................................84
18. UMMC – Request for Approval to Enter into a Product Purchase Agreement with Pulmonx Corporation ........................................................................................................................................87
19. UMMC – Request for Approval to Amend a Grounds Maintenance and Landscape Management Services Agreement with Rotolo Consultants, Inc ........................................................................................................................................89
20. UMMC – Request for Approval to Enter into a Product Service Plan Agreement with Stryker Sales Corporation ........................................................................................................................................91
21. UMMC – Request for Approval to Enter into an All Inclusive Agreement with Sysmex America, Inc ..................................................................................................................................................93
22. UMMC – Request for Approval to Enter into a Service Agreement with Thyssenkrupp Elevator Corporation ........................................................................................................................................94
23. USM – Request for Approval to Enter into a Purchase Agreement with C.A. Litzler Co., Inc .............96
24. IHL EXECUTIVE OFFICE – Request for Approval to Apply for and Receive a FY2020 Coronavirus Emergency Supplemental Funding Grant and to Designate an Official Representative ...............98
REAL ESTATE
Approval of Initiations of Projects/Appointments of Professionals

IHL Projects
2. MSU – IHL 413-001 – Ballew Hall Renovation – Belinda Stewart Architects .........................103

Approval of Other Real Estate Requests
3. MSU – Naming of the MSU Indoor Tennis Facility as the “Rula Tennis Pavilion” .........................104
4. MSU – Delete from Inventory Building #1613 AG Experiment Station – Verona, MS – Lee County .................................................................................................................105
5. UM – IHL 207-463 – Lee Loop Electrical Easement – Granting of an Exclusive, Perpetual Utility Easement to the City of Oxford ..............................................................................................106
6. UM – Transfer of Property to the City of Oxford – County Road 1033, Oxford, MS ......................108
7. UMMC – Approval of Sale of Property – University Wellness Center of Flowood, 2625 Courthouse Circle, Flowood, MS ......................................................................................................109
8. UMMC – Approval of Sale of Property – University Wellness Center of Brandon, 255 Mar-Lyn Drive, Brandon, MS ...........................................................................................................110

LEGAL
1. JSU – Approval of Worth Thomas as In-State Lobbying Consultant ........................................112
2. JSU – Approval to Contract with Armstrong Law, LLC as Outside Counsel .............................118
3. JSU – Approval to Contract with Ware│Immigration as Outside Counsel ................................120
4. UM – Approval to Contract with Hand Arendall LLC as Outside Counsel .................................122
5. UM – Approval to Contract with Thomas│Horstemeyer, LLP as Outside Counsel.........................123

PERSONNEL
1. Employment (ASU, MUW, MVSU) .................................................................................................132
2. Change of Status (ASU, MUW) ........................................................................................................133
3. Sabbatical (UM) .................................................................................................................................133
4. Tenure (JSU, UM) .............................................................................................................................134

REGULAR AGENDAS

FINANCE | Trustee Tom Duff
1. SYSTEM – Approval of Funding Allocation for FY 2021 ...............................................................135
2. SYSTEM – Approval of FY 2021 Operating Budgets ......................................................................135
3. SYSTEM – Request for Approval of Revision of Fiscal Year 2022 Proposed Funding Priorities .............................................................................................................................................135
4. SYSTEM – Request for Approval for First Reading for Revision of Board Policy 707.01 Land, Property, and Service Contracts ................................................................................................................135
5. SYSTEM – Request for Approval for First Reading for Revision of Board Policy 905 Real Estate Management ....................................................................................................................................139
6. UMMC – Request for Approval to Enter into a Textile Services Agreement with Crown Health Care Laundry Services, LLC................................................................................................................141
7. UMMC – Request for Approval to Enter into a Services Agreement with National Marrow Donor Program...143
8. UM – Request for Approval to Amend a Lease Agreement with Crown Castle Towers 06-2 LLC .................................................................................................................................145
9. MVSU – Request for Approval to Amend a Food Services Agreement with Thompson Hospitality Services, LLC .................................................................................................................................146
10. UMMC – Request for Approval to Enter into a Point of Care Agreement with Abbott Laboratories, Inc. ............................................................................................................................................147
11. USM – Request for Approval to Enter into a Service Contract with the University of Southern Mississippi Research Foundation, Inc. .................................................................................................................................149

LEGAL | Trustee Ann Lamar
1. UMMC – Approval to Settle IHL Tort Claim No. 3340 ...................................................................151
2. UMMC – Approval to Settle IHL Tort Claim No. 3345 ...................................................................151

INFORMATION AGENDAS | Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS
1. SYSTEM – Certificate Programs
   A. Intent to Offer
      1. MSU – Certification in Applied Behavior Analysis (Post-Master’s) ......................................152
2. SYSTEM – Intent to Offer an Existing Degree Program by Distance Learning
   A. DSU – Master of Professional Accountancy (MPAC) ................................................................152
   B. MSU – Master of Science (MS) in Educational Psychology .......................................................152
   C. MSU – Master of Science (MS) Non-Thesis in Sustainable Bioproducts ...................................152
   D. MSU – Doctor of Philosophy (PhD) in Instructional Systems and Workforce Development ................................................................................................................................153
   E. UM – Doctor of Education (EdD) with an Emphasis in Higher Education.................................153
3. SYSTEM – Approval of Degrees to be Conferred in Summer 2020 ................................................153

FINANCE
1. UMMC – Agreement with Capsule Tech, Inc. with The Mississippi Department of Information Technology Services Acting as Contracting Agent .......................................................160
2. UMMC – Agreement with Workday, Inc. with The Mississippi Department of Information Technology Services Acting as Contracting Agent ...........................................................................160

REAL ESTATE
1. SYSTEM – Real Estate Items Approved Subsequent to the June 18, 2020 Board Meeting
   Alcorn State University ..................................................................................................................163
   Mississippi State University .........................................................................................................163
   Mississippi University for Women ...............................................................................................169
   University of Mississippi .............................................................................................................170
   University of Mississippi Medical Center ....................................................................................173
   University of Southern Mississippi ..............................................................................................178
   IHL System Office .....................................................................................................................178

LEGAL
1. SYSTEM – Report of Payments to Outside Counsel .......................................................................180
ADMINISTRATION/POLICY
1. SYSTEM – Commissioner’s Notification of Approvals .................................................................188

PERSONNEL
1. Sabbatical (UM) ..........................................................................................................................192

ADDITIONAL AGENDA ITEMS IF NECESSARY
OTHER BUSINESS/ANNOUNCEMENTS
EXECUTIVE SESSION IF DETERMINED NECESSARY
ADJOURNMENT
BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session 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 June 18, 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 (by phone), Mr. Shane Hooper (by phone), Ms. Ann H. Lamar (by phone), Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin (by phone), Dr. Alfred E. McNair, Jr. (by phone), Mr. Chip Morgan (by phone), Mr. Gee Ogletree (by phone), Mr. Hal Parker (by phone), and Dr. J. Walt Starr (by phone). The meeting was called to order by Dr. Ford Dye, President. Trustee Alfred McNair introduced Dr. CJ Rhodes, Pastor of Mt. Helm Baptist Church in Jackson, MS and Director of Student Religious Life at Alcorn State University, to provide the invocation.

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

APPROVAL OF THE MINUTES

On motion by Trustee Ogletree, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on May 21, 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 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** – Approved the following modification to an academic unit.
   Rename
   a. **MSU** – From Department of Civil and Environmental Engineering to Richard A. Rula School of Civil and Environmental Engineering

3. **SYSTEM** – Approved the following new academic degree programs.
   a. **MSU** – Master of Science (MS) in Conservation Education (CIP code: 13.1338)
   b. **UM** – Master of Public Health (MPH) (CIP code: 51.2201)
   c. **UM** – Doctor of Philosophy (PhD) in Criminal Justice Policy Studies (CIP code: 43.0104)

4. **SYSTEM** – Approved the following modifications to existing academic degree programs.
   Rename
   a. **JSU** – From Master of Science (MS) in Mass Communications to Master of Science (MS) in Journalism and Media Studies (CIP code, sequence: 9.0102, 5123)
   b. **MSU** – From Master of Science (MS) in Industrial Engineering to Master of Science (MS) in Industrial and Systems Engineering (CIP code, sequence: 14.3501, 4126)
   c. **USM** – From Bachelor of Science (BS) in Applied Technology (CIP code, sequence: 52.9999, 5801) to Bachelor of Applied Science (BAS) in Applied Technology (CIP code: 52.0210)
   Delete
   d. **USM** - Bachelor of Arts (BA) in Psychology (CIP code, sequence: 42.0101, 5627)
   e. **USM** – Master of Science (MS) in Psychology (CIP code, sequence: 42.0101, 4383)

**FINANCE**

5. **ASU** – Approved the request to enter into a Gold Service Agreement with ThyssenKrupp Elevator to provide preventative maintenance to the 30 elevators on the Lorman and Natchez Campuses of the university. The term is 60 months commencing on July 1, 2020 and ending on June 30, 2025. The total amount of the agreement is $256,900.56. A breakdown of the payment due per year follows: Year 1 $49,560.00; Year 2 $49,560.00; Year 3 $51,046.80; Year 4 $52,578.24; and Year 5 $54,155.52. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay the service contract fee at the start of each year which would entitle the university to a 3% discount from the annual price in effect at the time of the payment. This agreement will be funded by E & G funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

6. **DSU** – Approved the request to enter a professional services agreement with Barnes and Noble College Booksellers, LLC to operate and provide services for the bookstore on campus. 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. The contract will be executed for a period of five years, from July 1, 2020 through June 30, 2025, with the option to renew for two additional (1) one-year periods. Total estimated revenue over the five-year contract is $915,000. 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; and 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. A breakdown of the estimated yearly revenue is included in the bound June 18, 2020 Board Working File. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

7. **MSU** – Approved the request to enter an Agreement for Beverage Services with The Coca-Cola Company and Clark Beverage Group, Inc., collectively referred to as “Sponsor”, 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. The initial contract term begins on July 1, 2020 and ends on June 30, 2030 with an option to renew for five additional years. 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. A breakdown of the estimated yearly revenue is included in the bound June 18, 2020 Board Working File. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

8. **MSU** – Approved the request to enter a new contract with Ruffalo Noel Levitz, LLC to provide consulting services to the University with respect to an enrollment plan, financial aid awarding strategies, and recruitment strategies for potential new students. 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. 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. The agreement will be funded with general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
9. **MSU** – Approved the request to enter an Agreement for Concessions Services/Software/Equipment with Proof of the Pudding to operate the University’s athletics concessions operation. The initial contract term begins July 1, 2020 and ends June 30, 2025 with the option to renew for five additional years. 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. A breakdown of the estimated yearly expenses and revenue is included in the bound June 18, 2020 Board Working File. 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. **MVSU** – Approved the request to enter a Software License and Service Agreement (DegreeWorks) with Ellucian Company, LP to facilitate the implementation of the Ellucian DegreeWorksTM application along with system education and deployment support. The term of the Services Agreement is one (1) year, from July 1, 2020 through June 30, 2021. The maintenance term is four (4) years, from July 1, 2020 through June 30, 2024. 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; and Year 4 $5,130. This agreement will be funded by general and restricted funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

11. **MVSU** – Approved the request to enter into a Software License and Service Agreement (CRM Recruit) with Ellucian Company, LP to provide services to support the configuration of Ellucian CRM Recruit along with system education and advisory consulting to prepare MVSU for deployment. The term of the agreement is one (1) year, from July 1, 2020 through June 30, 2021. The total cost of the agreement is $109,560. This agreement will be funded by general and restricted funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

12. **MVSU** – Approved 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 MDOT and the Federal Transit Administration, the 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. A copy of the resolution is included in the bound June 20, 2020 Board Working File. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable.

13. UM – Approved the request to enter a five-year pricing agreement with CAS, a division of the American Chemical Society, to the research database SciFinder. This agreement reduces 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. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to prepay the costs of this subscription prior to the start of any subscription year, as is standard procedure for subscriptions. The term of the agreement will be five years beginning July 2020 and ending June 2025. The total contract amount is $622,660, with annual payments as follows: Year 1 $115,420; Year 2 $119,805; Year 3 $124,360; Year 4 $129,085; and Year 5 $133,990. Subscription costs for this agreement will be funded by the Library’s materials budget, derived from educational and general funds and from specified endowments. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

14. UM – Approved the request 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. The 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. 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. 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. A breakdown of costs is included in the bound June 18, 2020 Board Working File. Educational and general funds provide the funding required for this contract. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

15. UM – Approved the request to amend the original Master Services Agreement with Hoar Program Management, LLC (HPM) for the University of Mississippi New STEM Building. The Amended Master Services Agreement will 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. The 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. 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. 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. The funding source for this contract is internal R&R 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.

16. UM – Approved the request of the Athletics Department to amend the original agreement with Whelan Event Staffing Services, Inc. signed on June 25, 2015 and amended on August 30, 2017. The amendment will 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 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. This second amendment extends the original agreement that began July 1, 2015 for an additional one (1) year ending on June 30, 2021. 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. The funding source for this contract is self-generated intercollegiate athletic revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
17. **UMMC** – Approved the request to enter a service agreement with Adaptive Branding, LLC to provide marketing and advertising strategies, research analysis, media plans, creation and placement of UMMC’s advertising and media, which includes oversight and audits. The term of the agreement is two (2) years, from July 1, 2020, through June 30, 2022. 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. The contract will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

18. **UMMC** – Approved the request to amend its Pest Control Services Agreement with Bay Pest Control Company Inc. to provide add and remove locations for pest control services at UMMC and to amend the agreement as needed to add or remove locations without seeking prior Board approval as long as adequate funds are available. The amendment adds 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 square feet 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 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. 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. The contract will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

19. **UMMC** – Approved 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. 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. 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. 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. 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.

20. **UMMC** – Approved the request 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. The agreement is for the purchase of vitrectomy disposable products from Dutch Ophthalmic and allows for placement of two (2) Vitrectomy Systems at no charge. The Board also 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 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. 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. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to pay the annual maintenance or service fee in advance of the coverage year. The agreement will be funded by patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

21. **UMMC** – Approved 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). 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. 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. There is no additional cost for the amendment. The total cost of the agreement remains $596,180.00. 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. 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.

22. **UMMC** – Approved the request to enter a Municipal Advisory Agreement with Hilltop Securities Inc. 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. The term of the agreement is five (5) years, from July 1, 2020, through June 30, 2025. 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
23. **UMMC** – Approved the request to enter a Services Agreement with Horne LLP 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 agreement enables UMMC to reasonably recoup net revenue leakage that has occurred related to deductibles and coinsurance identified issues. 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. The term of the agreement is one (1) year from July 1, 2020, through June 30, 2021. 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. 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.

24. **UMMC** – Approved the request 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. 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. The Board 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 July 1, 2020, through June 30, 2025. 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. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, the Board also approved the request to allow prepayment of service on an annual basis. The agreement will be funded by patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

25. **UMMC** – Approved the request to enter 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. The Board approved the request to add or remove products and/or eligible facilities under the agreement without seeking prior Board approval so long as adequate funds are available. The term of the agreement is two (2) years, from August 1, 2020, through July 31, 2022. 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. 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.

26. UMMC – Approved the request to modify the total expenditure amount applicable to its agreement with Inspire Medical Systems, Inc. to purchase surgical implants and add 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. The term of the agreement remains at five (5) years, June 1, 2016 through May 31, 2021. 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. The agreement will be funded by hospital patient revenue. 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.

27. UMMC – Approved an amendment to the 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. The amendment removes the maintenance on three (3) Qlik DataMarket services in years two and three of the current agreement, while leaving the remainder of the agreement intact which 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 Agreement enables 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. 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. 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. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

REAL ESTATE

28. MSU – Approved the initiation of IHL 205-306, IED Parking Lot Improvements, and the appointment of Pickering Firm, Inc. as the design professional. The project will construct a new parking lot over the existing gravel parking lot behind the IED building
located on the campus of MSU. The proposed project budget is $2 million. Funds are available from MSU Internal Funds ($2,000,000).

29. MSU – Approved the initiation of IHL 413-144, Sustainable Bioproducts Facilities, and the appointment of PryorMorrow as the design professional. This project will provide repair/renovations and capital improvements to facilities at the Sustainable Bioproducts complex which consists of 16 buildings, all with wood or composite siding. Several of the buildings need roof replacements, siding replaced, window and roof trim repair, and 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. The proposed project budget is $5 million. Funds are available from SB 3065, Laws of 2019 ($5,000,000).

30. MUW – Approved the request to increase the budget for GS 104-188, Culinary Arts, from a pre-plan budget of $299,386 to $5,955,613, an increase of $5,656,227, and to add SB 3065, Laws of 2019 as a funding source to the project as part of the budget increase. This project will construct a new 50,000 square foot building to house the university’s premier culinary arts program and provide adequate parking space. The requested increase is needed to expand the contract to include construction documents and construction. MUW requested an additional $13 million in the 2020 Legislative Session to complete the funding for the construction making the total project budget approximately $19 million if the $13 million 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. Funds are available from MUW Funds ($25,000); SB 2906, Laws of 2015 ($285,613); and SB 3065, Laws of 2019 ($5,645,000).

31. UM – Approved the IHL 207-460, Historic Monument Relocation, which will relocate the historic Confederate Monument from the Circle to the University Cemetery, which is located on Coliseum Loop on the Oxford campus. 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 MDAH 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 Exhibit 1.) 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. 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 relocation of the Monument 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, and 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.

LEGAL

32. UM – Pending approval by the Attorney General, the Board approved the request to renew the 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.

33. UM – Pending approval by the Attorney General, the Board approved the request to renew the 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.

34. UM – Pending approval by the Attorney General, the Board approved the request to amend the existing legal services agreement with the law firm of Hershkovitz & Associates PLLC, who provides legal 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. The amendment will 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.

35. UM – Pending approval by the Attorney General, the Board approved the request to renew the contract for professional services with the law firm of Hershkovitz & Associates, PLLC 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.

36. UM – Pending approval by the Attorney General, the Board approved the request to renew the 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.

37. UM – Pending approval by the Attorney General, the Board approved the request to renew the 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.

38. UM – Pending approval by the Attorney General, the Board approved the request to renew the contract for legal services with the law firm of Mayo Mallette, PLLC as outside counsel so that it may continue to assist the University with a litigated matter, *In Re Estate of Blackburn*. The firm will also assist the University with real estate matters, compliance, the management of e-discovery, internal investigations, and other legal matters as assigned. The hourly rate for the firm’s legal services on the Blackburn matter will remain the same at $165 per hour for partners, $135 per hour for associates, and $65.00 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.

39. UM – Pending approval by the Attorney General, the Board approved the request 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.

40. UM – Pending approval by the Attorney General, the Board approved the request to renew the 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 exceed $100,000 during the contract term. The fees for these services are listed in the “Schedule of Legal Fees for Academia,” provided below. All services not included in the below fee schedule will be provided at the following hourly rates: David Ware $350; Partners $250, Associates $175, and Paralegals $100.

**Schedule of Legal Fees for Academia**

<table>
<thead>
<tr>
<th>Nonimmigrant Petitions and Processes</th>
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<tbody>
<tr>
<td>H-1B petition</td>
<td>$1500.00</td>
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<tr>
<td>H-1B extension or amendment petitions</td>
<td></td>
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<tr>
<td>(we handled original petition)</td>
<td>$1000.00</td>
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<tr>
<td>TN petition or border/consulate processing</td>
<td>$1500.00</td>
</tr>
<tr>
<td>TN extension petition (we handled original)</td>
<td>$1000.00</td>
</tr>
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<td>E-3 petition or consular processing</td>
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<td>E-3 extension petition (we handled original)</td>
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</tr>
<tr>
<td>O-1 petition</td>
<td>$4000.00</td>
</tr>
<tr>
<td>O-1 extension or amendment petition (we handled original)</td>
<td>$1500.00</td>
</tr>
</tbody>
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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
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
41. **UMMC** – Pending approval by the Attorney General, the Board approved the request 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.

42. **MSU** – Approved 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. In accordance with Board Policy 201.0506 Political Activity, Cornerstone’s client list and proposed agreement are included in the bound *June 18, 2020 Board Working File*.

43. **MUW** – Approved a one-year contract between the university and 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. In accordance with Board Policy 201.0506 Political Activity, CRM’s client list and proposed agreement are included in the bound *June 18, 2020 Board Working File*.

44. **UMMC** – Approved a contract between the institution and 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. In accordance with Board Policy 201.0506 Political Activity, Butler Snow’s client list and proposed agreement are included in the bound *June 18, 2020 Board Working File*.

45. **USM** – Approved the request to continue the agreement between the university and 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. In accordance with Board Policy 201.0506 Political Activity, Capitol Resource’s client list and proposed agreement are included in the bound *June 18, 2020 Board Working File*.
46. **MSU** – Approved the request for Federal Solutions, LLC, to continue to lobby on behalf of the university outside the State of Mississippi in accordance with Board Policy 201.0506 Political Activity.

47. **UM** – Approved the request for BGR Governmental Affairs, LLC, a Washington, D.C. based firm, to continue to assist in managing the university’s federal governmental affairs and to represent its interests before federal executive branch agencies and congressional offices and committees in accordance with Board Policy 201.0506 Political Activity.

48. **USM** – Approved the request to continue the agreement between the university and Cassidy & Associates, Inc., in Washington, DC, to provide federal relations services to obtain federal funding to support the infrastructure and research programs and to provide consultation, advice and assistance with the annual federal appropriations requests in accordance with Board Policy 201.0506 Political Activity.

49. **ASU** – Approved Dr. Felecia M. Nave as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

50. **ASU** – Approved Marcus D. Ward as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

51. **DSU** – Approved Dr. Rick Munroe as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

52. **MSU** – Approved Lee Weiskopf as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

53. **MUW** – Approved Karen Clay as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

54. **MVSU** – Approved Dr. Jerryl Briggs as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

55. **MVSU** – Approved La Shon F. Brooks as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

56. **UM** – Approved Perry Sansing as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

57. **UMMC** – Approved Kristy Simms as one of the institution’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

58. **USM** – Approved Chad Driskell as the university’s legislative liaison in accordance with Board Policy 201.0506 Political Activity.

59. **SYSTEM** – Approved Dr. Alfred Rankins, Jr. as one of the Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

60. **SYSTEM** – Approved Kim Gallaspy as one of the Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

61. **SYSTEM** – Approved Angelique Lee as one of the Executive Office’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.

62. **UMMC** – Approved the request 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 University Foundation/Affiliated Entity Activities does not require that the IHL Board of Trustees approve the articles of incorporation or amendments thereto for university affiliated entities nor does the
affiliation agreement between UMMC and RDF contain such a requirement. The revision will 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. A copy of the Amended and Restated Articles of Incorporation is included in the bound June 18, 2020 Board Working File.

63. USM – Approved the request 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. A copy of the agreement is included in the bound June 18, 2020 Board Working File.

PERSONNEL REPORT

64. 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

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

65. **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

66. **Tenure**
   **Jackson State University**
   - Lolita D. Gray; *promotion to* Associate Professor; Department of Political Science College of Liberal Arts; effective, August 12, 2020
   - 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

67. 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
• 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

• 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

ADMINISTRATION/POLICY

68. JSU – Approved the request to revise the university’s mission statement as follows:

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.
69. **SYSTEM** – Approved the 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.

**REGULAR AGENDAS**

**FINANCE AGENDA**

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve items #1 - #6 as submitted on the Finance Agenda. Trustee Gee Ogletree recused himself from voting on items #7 - #13 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 Hooper, with Trustee Ogletree absent and not voting, all Trustees legally present and participated voted unanimously to approve items #7 - #13. Trustee Ogletree reconnected to the call following the conclusion of the discussion and vote on items #7 - #13 on the Finance Agenda.

1. **SYSTEM** - With the assumption that the Mississippi State Legislature will adopt a budget by June 30, 2020 for FY 2021, the Board approved the request to allocate FY 2021 state appropriations for Education and General Fund funding to the institutions. Appropriations will be allocated 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.

2. **SYSTEM** – Approved the request 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.
3. **SYSTEM** - With the assumption that the Mississippi State Legislature will adopt a budget by June 30, 2020 for FY 2021, the Board approved the request 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.

4. **SYSTEM** – Approved the FY2022 proposed funding priorities as required for the 2022 Legislative Budget Request (LBR).

5. **SYSTEM** – Approved the request to enter 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 will be reimbursed for the purchase of a $1.7 million linear accelerator and $5.7 million in interventional radiology equipment during FY 2020 not to exceed $7,500,000. 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. Butler Snow will serve as outside counsel and Hilltop Securities will serve as financial advisor. The term of the lease purchase is 5 years. 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. **UM** – Approved the request by the University of Mississippi Libraries to enter 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 term of the contract will be five years beginning July 2020 and ending June 2025. 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. A breakdown of costs is included in the bound June 18, 2020 Board Working File. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request 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. 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. 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. **SYSTEM** – Approved the request to renew the 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 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). 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. 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. 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. Legal Staff has reviewed the proposed documents for compliance with applicable law and finds same to be acceptable. The documents are on file in the Board Office.

8. **UMMC** – Approved the request to enter 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. 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 five (5) years, from July 1, 2020, through June 30, 2025. 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. 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.

9. **UMMC** – Approved the request to enter into a locally negotiated agreement with Covidien Sales LLC, a Medtronic Company 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. 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 three (3) years, from July 1, 2020, through June 30, 2023. 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. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

10. **UMMC** – Approved the request to amend the agreement with INO Therapeutics, LLC d/b/a Mallinckrodt for the purchase of INOMAX medical-grade gas and use of INOtherapy systems. The Board also approved the request 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. The amendment establishes pricing for the fourth year of the
Agreement, updates Mallinckrodt’s notice address, includes Information Security Program provisions, and amends an early termination provision. 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. The term of the Agreement is unchanged with the amendment. The term remains five (5) years from July 1, 2017, through June 30, 2022. 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. The agreement will be funded by patient revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

11. UMMC – Approved the request to enter Service Schedule No. 1-SENG6U with Siemens Medical Solutions USA, Inc. to provide for planned maintenance inspections as well as unscheduled repair services for the equipment currently owned by UMMC. The Board also approved the request 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. The term of the Service Schedule No. 1-SENG6U is fifty-four (54) months, from July 1, 2020, through December 31, 2024. 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. 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.

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

13. USM – Approved the request 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. The initial term of the contract is for three years from July 1, 2020 through 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. 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). Self-generated funds from Union Complex operations will be used to fund this contract. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

LEGAL AGENDA
Presented by Trustee Ann Lamar, Chair

On motion by Trustee McNair, seconded by Trustee Cunningham, with Trustee Morgan absent and not voting, all Trustees legally present and participating voted unanimously to move items #1 and #2 to the Executive Session Agenda.

1. UM – Settlement of IHL Self Self-Insured Workers’ Compensation Claim No. 55-37356-1. (THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)

2. UMMC – Settlement of Tort Claim No. 3289. (THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)

ADMINISTRATION/POLICY AGENDA
Presented by Commissioner Alfred Rankins, Jr.

On motion by Trustee Hooper, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Administration/Policy Agenda. On motion by Trustee McNair, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve item #2.
1. **SYSTEM** – Approved the appointment of Mrs. Nora Miller, President of the Mississippi University for Women, to serve as the Commissioner’s designee on the University Press of Mississippi Board of Directors for the term July 1, 2020 – June 30, 2024.

2. **SYSTEM** – Approved the appointment of Dr. Felecia Nave, President of Alcorn State University, to replace Dr. William Bynum, former president of Jackson State University, as one of the institutional representatives on the Education Achievement Council. There is no term length for appointees.

**INFORMATION AGENDAS**

Presented by Commissioner Alfred Rankins, Jr.

**ACADEMIC AFFAIRS**

1. **SYSTEM** – Certificate Programs
   
   **Intent to Offer**
   
   a. **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
   
      Responsible academic unit: School of Ocean Science and Engineering  
      Level: Pre-baccalaureate  
      Total credit hours: 12  
      CIP code: 29.0306  
      Effective date: August 2020
   
   **Modify**
   
   c. **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
   
   **Delete**
   
   d. **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
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
      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

FINANCE

3. SYSTEM - The Mississippi Information Technology Services (MS-ITS) approved 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 are between REMI and MS-ITS on behalf of the System.

4. UMMC - The Mississippi Information Technology Services (MS-ITS) approved 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 are between IBM and MS-ITS on behalf of UMMC.

5. **UMMC** - The Mississippi Information Technology Services (MS-ITS) approved 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.

6. **UMMC** - The Mississippi Information Technology Services (MS-ITS) approved 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.

7. **UMMC** - The Mississippi Information Technology Services (MS-ITS) approved 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 are between Telepak and MS-ITS on behalf of UMMC.

8. **UMMC** - The Mississippi Information Technology Services (MS-ITS) 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.

**REAL ESTATE**

9. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the May 21, 2020 Board meeting in accordance with Board Policy 904 Board Approval. *(See Exhibit 2.)*
LEGAL
10. SYSTEM – The Board received a report of the payment of legal fees to outside counsel. 
(See Exhibit 3.)

ADMINISTRATION/POLICY
11. SYSTEM – 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 included in the June 18, 2020 Board Working File.

12. SYSTEM – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
   a. ASU – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On 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 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.

**FINANCE COMMITTEE REPORT**

*Wednesday, June 17, 2020*

The meeting was called to order by Chairman Tom Duff at approximately 2:00 p.m. via teleconference. 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. The committee met to discuss university finance issues.

The following items were discussed.

1. The Committee discussed FY 2021 & FY 2022 budget update and related items to be voted on at the meeting tomorrow. **No action was taken.**
2. The Committee discussed a revision to Board Policy 707.01 Land, Property, and Service Contracts. **No action was taken.**

On motion by Trustee Duff, seconded by Trustee Cunningham, all Committee members legally present and participating voted unanimously to adjourn at approximately 3 pm. The following Committee members participated: Dr. Steven Cunningham (by phone), Mr. Tom Duff (by phone), Dr. Ford Dye (by phone), Mr. Shane Hooper (by phone), Ms. Ann H. Lamar (by phone), Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin (by phone), Dr. Alfred E. McNair, Jr. (by phone), Mr. Chip Morgan (by phone), Mr. Gee Ogletree (by phone), Mr. Hal Parker (by phone), and Dr. J. Walt Starr (by phone).
The meeting was called to order by Chairman Walt Starr at approximately 3:00 p.m. via teleconference. 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. The committee met to discuss University of Mississippi Medical Center projects and priorities.

The following items were discussed.

1. The Committee discussed expected enrollment by school, class accommodations and safety, recent research grant awards, and clinical trials status. No action was taken.


3. Executive Session
   On motion by Trustee Duff, with Trustees Hooper, Lamar, and McNair absent and not voting, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Ogletree, seconded by Trustee Cunningham, with Trustees Duff and Hooper absent and not voting, all Committee members legally present and participating voted unanimously to enter into Executive Session for the reason reported to the public and stated in these minutes, as follows:
   Discussion of strategic business plans related to a public hospital.

   During Executive Session, the following matters were discussed:
   The Committee discussed the strategic business plans related to a public hospital. No action was taken.
   On motion by Trustee Duff, seconded by Trustee Martin, with Trustee Hooper absent and not voting, all Committee members legally present and participating voted unanimously to return to open session.

   3. On motion by Trustee McNair, seconded by Trustee Lamar, with Trustee Hooper absent and not voting, all Committee members legally present and participating voted unanimously to adjourn at approximately 5 p.m.

The following Committee members participated: Dr. Steven Cunningham (by phone), Mr. Tom Duff (by phone), Dr. Ford Dye (by phone), Mr. Shane Hooper (by phone), Ms. Ann H. Lamar (by phone), Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin (by phone), Dr. Alfred E. McNair, Jr. (by phone), Mr. Chip Morgan (by phone), Mr. Gee Ogletree (by phone), Mr. Hal Parker (by phone), and Dr. J. Walt Starr (by phone).
ANNOUNCEMENTS

- Dr. Alfred Rankins, Jr., Commissioner of Higher Education, expressed his appreciation to the IHL Safe Start Task Force for the Mississippi public university system and commended them for their work. 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 members of the task force included: David R. Shaw (Chair), Mississippi State University; La Shon Brooks, Mississippi Valley State University; Sirena Cantrell, University of Southern Mississippi; Dorothy Davis, Alcorn State University; Joyce Dixon, Mississippi Valley State University; Regina Hyatt, Mississippi State University; Rusty Keyes, University of Southern Mississippi; Charles McAdams, Delta State University; Tammy McCoy, Mississippi University for Women; Keith McGee, Alcorn State University; Robin Pack, Jackson State University; Charlotte Pegues, University of Mississippi; Michelle Roberts, Delta State University; Larry Sparks, University of Mississippi; Jason Trufant, Mississippi University for Women; Carlos Wilson, Jackson State University; and Marcus Thompson, IHL Liaison.

- Dr. Rodney Bennett, President of the University of Southern Mississippi, applauded Commissioner Alfred Rankins, Jr. for his good work during this very difficult time of the pandemic and his dedication to higher education in Mississippi. He stated that Commissioner Rankins has been very present and engaging providing exceptional leadership to the institutional executive officers and campuses.

- President Dye announced the next meeting of the Board which is scheduled for July 16, 2020 remains subject to call.

- Trustee Walt Starr expressed gratitude to the institutional executive officers for their incredible leadership during the uncharted waters navigating the institutions through this global pandemic. President Dye echoed the same sentiment.

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 Hooper, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Hooper, seconded by Trustee McNair, 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 litigation matter at the University of Mississippi.
Discussion of a litigation matter at the University of Mississippi Medical Center.
Discussion of a personnel matter at Mississippi Valley State University.

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

On motion by Trustee Lamar, seconded by Trustee Cunningham, with Trustee Martin absent and not voting, all Trustees legally present and participating voted unanimously to approve the settlement of the IHL Self-Insured Workers’ Compensation Claim No. 55-37356-1, styled as *Samuel Kendall vs. The University of Mississippi*, as recommended by counsel.

On motion by Trustee Hooper, seconded by Trustee McNair, with Trustee Martin absent and not voting, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3289, styled as *Billie Corbin White vs. The University of Mississippi Medical Center*, as recommended by counsel.

On motion by Trustee Hooper, seconded by Trustee Cunningham, with Trustee Martin absent and not voting, all Trustees legally present and participating voted unanimously to grant Dr. Jerryl Briggs, President of Mississippi Valley State University, a new four-year contract and an increase of $10,000 to the state salary bringing his annual state salary to $235,000 with an effective date of July 1, 2020.

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

**ADJOURNMENT**

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

Exhibit 1  The Mississippi Department of Archives and History Board of Trustees resolution regarding the Historic Monument relocation which was unanimously approved on December 5, 2019.

Exhibit 2  Real Estate items that were approved by the IHL Board staff subsequent to the May 21, 2020 Board meeting.

Exhibit 3  Report of the payment of legal fees to outside counsel.
RESOLUTION
BOARD OF TRUSTEES
MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY

WHEREAS, the Mississippi Department of Archives and History has received a request from the University of Mississippi for a permit to move the Confederate Monument located on the Circle on the campus of the University of Mississippi in Oxford, Mississippi, to another location on campus; and

WHEREAS, pursuant to §39-7-22 of the Mississippi Code, a permit from the Board of Trustees of the Mississippi Department of Archives and History is required in the early stages of planning and before the lettings of bids for public construction or improvement affecting Mississippi Landmarks; and

WHEREAS, the Circle at the University of Mississippi, including the Confederate Monument, was designated a Mississippi Landmark by the MDAH Board of Trustees April 15, 2011; and

WHEREAS, the staff of MDAH has reviewed such permit request, determined that the plans and specifications for the move comply with the Secretary of the Interior’s Standards for Treatment of Historic Properties, and recommended to the Board of Trustees that a permit be granted for this action; and

WHEREAS, pursuant to §55-15-81 (2) of the Mississippi Code, the governing body of the entity which owns any of the items described in subsection (1) of such code section “may move the memorial to a more suitable location if it is determined that the location is appropriate to displaying the monument”;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Mississippi Department of Archives and History, assembled in Jackson, Mississippi, on December 6, 2019, that upon receipt of a request from the Mississippi Institutions of Higher Learning, the governing body referenced in §55-15-81 (2), MDAH will issue a permit for the relocation of the Confederate Monument to another site on the campus of the University of Mississippi.

Kane Ditto
President, MDAH Board of Trustees

RECEIVED
DEC 06 2019
Department of Facilities Planning
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

Change Order Approval Note: No change orders approved by Board staff, as reflected within any of the following informational agenda items, increase the Board approved total project budget. The total project budget as approved by the Board provides for a contingency fund, which allows for an increase in the construction budget of between five and ten percent. Any increase in the total project budget caused by a change order, would require Board approval and could not be approved by Board staff until the budget increase is approved by the Board.

DELTA STATE UNIVERSITY

1. DSU- GS 102-258 – Sillers Coliseum Renovation
NOTE: This is a Bureau of Building project
Approval Request #1: Change Order #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.
Approval Status & Date: APPROVED, June 3, 2020
EXHIBIT 2
June 18, 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.
   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
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.
   **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
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

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.  
   **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
EXHIBIT 3
June 18, 2020

**SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL**

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

Payment of legal fees for professional services rendered by 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.)

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<tr>
<th>TOTAL DUE</th>
<th>$14,718.75</th>
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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.)

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<th>TOTAL DUE</th>
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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.)

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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.)

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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.)

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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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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
EXHIBIT 3
June 18, 2020

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, 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 amount of $11,482.00, represents services and expenses in connection with intellectual property patents.)

TOTAL DUE.................................................................$ 11,482.00
BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a special called meeting held via teleconference at the Board Office in Jackson, Mississippi at 12:00 p.m. on July 31, 2020, and pursuant to notice in writing, to each and every member of said Board. The following members participated: Dr. Steven Cunningham (by phone), Mr. Tom Duff (by phone), Dr. Ford Dye (by phone), Mr. Shane Hooper (by phone), Ms. Ann H. Lamar (by phone), Ms. Jeanne Carter Luckey (by phone), Mr. Bruce Martin (by phone), Dr. Alfred E. McNair, Jr. (by phone), Mr. Chip Morgan (by phone), Mr. Gee Ogletree (by phone), Mr. Hal Parker (by phone), and Dr. J. Walt Starr (by phone). The meeting was called to order by Dr. Ford Dye, President.

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. The meeting was held to discuss Mississippi State University facilities lease agreements.

FINANCE AGENDA
Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve items #1 - #2 as submitted on the Finance Agenda.

1. **MSU** – Approved the request to enter into a License Agreement with Starkville Hotel Group I, LLC for the exclusive use of the Hampton Inn for the fall 2020 semester. The University will use the hotel to house on campus residents who need to quarantine due to symptoms of, a close exposure to, or are positive for COVID-19. The term of the agreement is August 8, 2020 to December 11, 2020. The contract amount is $586,250 which will be paid with general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

2. **MSU** – Approved the request to enter into a License Agreement with Starkville Hotel Group II, LLC for the exclusive use of the Comfort Suites for the fall 2020 semester. The University will use the hotel to house on campus residents who need to quarantine due to symptoms of, a close exposure to, or are positive for COVID-19. The term of the contract is August 8, 2020 – December 11, 2020. The contract amount is $665,000 which will be paid with general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

ADJOURNMENT

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

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

_____________________________________________________________
Commissioner, Board of Trustees of State Institutions of Higher Learning
1. **SYSTEM – APPROVAL OF MODIFICATIONS TO EXISTING ACADEMIC UNITS**

A. **RENAMEING**

1. **MSU** – Current Unit Title: Department of Basic Sciences
   Proposed Unit Title: **Department of Comparative Biomedical Sciences**
   Six-year cost of implementation: $1,000
   Effective date: July 2020
   Rationale: The current name of Basic Sciences can be mistaken to encompass disciplines such as chemistry or physics rather than the medically oriented disciplines expressed by the proposed name of Comparative Biomedical Sciences.

2. **UM** – Current Unit Title: William Magee Institute for Wellness Education
   Proposed Unit Title: **William Magee Institute for Student Wellbeing**
   Six-year cost of implementation: $3 million
   Effective date: July 2020
   Rationale: Since the William Magee Institute was formed in August 2019, the program has been expanded and the vision has broadened. Efforts to serve students fall in three distinct yet interconnected and rapidly evolving areas: wellness education; AOD (alcohol and other drug) education (prevention, intervention, and recovery); and AOD research, which will focus on cutting-edge research in the prevention, intervention, and recovery aspects of AOD use and abuse. The proposed structure fits a more focused approach to each area, individually.

B. **CONSOLIDATING**

1. **UMMC** – Current Unit Titles: Health Informatics and Information Management Department and Health Sciences Department
   Proposed Unit Title: **Health Sciences Department**
   Unit Location: School of Health Related Professions
   Academic Degree Programs to be housed in Health Sciences Department: BS in Health Informatic and Information Management; Master of Health Informatics and Information Management; BS in Health Sciences; Master of Health Sciences; Post-Baccalaureate Certificate in Health Informatics, Post-Baccalaureate Certificate in Leadership and Management; Post-Baccalaureate Certificate in Medical Scribe Specialist
   Effective date: August 2020
   Rationale: As part of an attempt to better allocate resources and have a more equal distribution of faculty per student numbers across departments within the school, we are requesting the existing academic units of Health Informatics and Information Management (HIIM) and Health Sciences Department be consolidated and their academic degree programs to be housed within to become the Health Sciences
Department. This would promote more opportunities for interprofessional educational strategies.

2. **UMMC – Current Unit Titles: Medical Laboratory Sciences Department and Radiological Sciences Department**
   Proposed Unit Title: **Clinical and Diagnostic Sciences**
   Unit Location: School of Health Related Professions
   Academic Degree Programs to be housed in Clinical and Diagnostic Sciences: BS in Medical Laboratory Science, BS in Histotechnology; BS in Radiologic Sciences; MS in Magnetic Resonance Imaging; MS in Nuclear Medicine
   Effective date: August 2020
   Rationale: In an attempt to better allocate resources and have a more equal distribution of faculty per student numbers across departments within the school, we are requesting the existing academic units Radiologic Sciences and Medical Laboratory Sciences be consolidated and their academic degree programs to be housed within the Clinical and Diagnostic Sciences Department. After observing other allied health schools take this approach to an organizational structure, it became evident that interprofessional education, collaboration of student activities and sharing of faculty resources could be better achieved within a Clinical and Diagnostic Sciences Department.

2. **SYSTEM – APPROVAL OF NEW ACADEMIC UNITS**
   A. **UM – Proposed Unit Title: Magee Center for AOD (Alcohol and Other Drug) and Wellness Education**
      Unit Location: William Magee Institute for Student Wellbeing
      Six-year cost of implementation: $4,359,281
      Effective date: July 2020
      Rationale: The Magee Center for AOD will be one of two centers within the William Magee Institute and will house wellness education and AOD education efforts. Wellness education is specifically focused on inspiring students to be the healthiest versions of themselves (cognitively, emotionally, socially, and physically). AOD education specifically focuses on prevention, intervention, and recovery aspects of AOD use and abuse.

   B. **UM – Proposed Unit Title: Magee Center for AOD (Alcohol and Other Drug) Research**
      Unit Location: William Magee Institute for Student Wellbeing
      Six-year cost of implementation: $2,168,242
      Effective date: July 2020
Rationale: The Magee Center for AOD Research will provide a common avenue for existing faculty who are already conducting relevant research to come together, share ideas, and form partnerships both within and outside of UM that will not only enhance their individual research efforts but also will pave the way toward UM becoming known nationally as a leader in cutting edge research in AOD prevention, intervention, and recovery.

3. SYSTEM – APPROVAL OF NEW ACADEMIC DEGREE PROGRAMS
   A. DSU – Bachelor of Applied Science (BAS) in Aviation Management
      CIP code: 49.0101
      Total credit hours: 121
      Effective date: August 2020
      Six-year cost of implementation: $0
      Institution(s) offering similar program(s): None
      Rationale: The BAS in Aviation Management is specifically designed to serve the needs of adults who have completed a technical associate degree program, such as an Associate of Applied Science (AAS) from a SACSCOC-accredited community college in the state of Mississippi or comparable regionally accredited community college from another state. This degree program is an opportunity for students from across the state to continue their education to the bachelor’s level and is designed to provide students with the skills, knowledge, and qualifications to be successful in their chosen technical field.
      Number of students expected to enroll in first six years: 76
      Number of students expected to graduate in first six years: 37
      National supply and demand: The best job prospects for pilots will be at discount and regional airlines, and demand for airline and commercial pilots will increase by 6% between 2018 and 2028 (www.bls.gov).
      Median wage: airline pilots, copilots, and flight engineers - $140,340; air traffic control positions - $124,540 in May 2018 (www.bls.gov)

   B. DSU – Bachelor of Applied Science (BAS) in Business Administration
      CIP code: 52.0201
      Total credit hours: 121
      Effective date: August 2020
      Six-year cost of implementation: $0
      Institution(s) offering similar program(s): JSU, MUW, USM
      Rationale: The BAS in Business Administration is specifically designed to serve the needs of adults who have completed a technical associate degree program, such as an Associate of Applied Science (AAS) from a SACSCOC-accredited community college in the state of
Mississippi or comparable regionally accredited community college from another state. This degree program is an opportunity for students from across the state to continue their education to the bachelor’s level and is designed to provide students with the skills, knowledge, and qualifications to be successful in their chosen technical field.
Number of students expected to enroll in first six years: 121
Number of students expected to graduate in first six years: 53
Median wage: Business operations specialist – $62,570 (source: Mississippi Department of Employment Security)

C. MSU – Master of Public Health (MPH) (Concentration – Nutrition)
CIP code: 51.2201
Total credit hours: 42
Incremental, six-year cost of implementation: $1,096,238
Potential six-year, new revenue: $3,796,464
Effective date: August 2021
Institution(s) offering similar program(s): JSU, MUW, USM
Rationale: Currently, there are no MPH degrees in public health nutrition at public universities in Mississippi or the Deep South. This program will prepare those in the nutrition field for work in public health, public policy, and national nutrition programs.
Number of students expected to enroll in first six years: 132
Number of students expected to graduate in first six years: 120
National supply and demand: According to the U.S. Bureau of Labor Statistics, employment opportunities in both the categories “Dietitians and Nutritionists” and “Health Educators and Community Health Workers” will increase 11% from 2018-2028. In comparison, the average growth rate for all occupations is 5%.
Median wage: Dietitians and nutritionists - $50,640; health educators and community health workers - $38,550 (source: Mississippi Department of Employment Security)

4. SYSTEM – APPROVAL OF MODIFICATIONS TO EXISTING ACADEMIC DEGREE PROGRAMS
A. SUSPENDING
1. MSU – Program Title: Master of Science (MS) in Secondary Education
CIP Code, Sequence: 13.1205, 4100
Total credit hours: 33
Effective date: May 2020
Rationale: Enrollment in this program has continued to struggle despite numerous marketing and recruitment efforts. Average enrollment in the program since 2014 is 1.5 students and is not high enough to sustain course enrollment requirements. MSU-
Meridian would like to suspend admission to the program until a review of community needs can be made to determine the viability of the program at the Meridian Campus.

2. **MSU – Program Title: Master of Science in Technology (MST)**
   CIP Code, Sequence: 13.1319, 4109
   Total credit hours: 30
   Effective date: May 2020
   Rationale: Enrollment in the program has declined for several years. The last student in the program graduated in May 2020. No new students have applied for admission. For historical reasons, ISWD offers a similar degree called the MS in Instructional Technology which competes with this degree.

3. **MSU – Program Title: Education Specialist (EdS) in Education**
   CIP Code, Sequence: 13.0101, 3016
   Total credit hours: 31
   Effective date: May 2020
   Rationale: Enrollment in the program has continued to struggle despite numerous marketing and recruitment efforts. Average enrollment in the program since 2014 is 1.5 students and is not high enough to sustain course enrollment requirements. MSU-Meridian would like to suspend admission to the program until a review of community needs can be made to determine the viability of the program at the Meridian Campus.

B. **DELETING**

1. **DSU – Program Title: Bachelor of Science (BS) in Social Science**
   CIP Code, Sequence: 45.0101, 5098
   Total credit hours: 120
   Effective date: August 2021
   Rationale: Academic program review identified under-performing programs for deletion.

2. **DSU – Program Title: Master of Science (MS) in Community Development**
   CIP Code, Sequence: 44.0201, 4454
   Total credit hours: 36
   Effective date: August 2021
   Rationale: Academic program review identified under-performing programs for deletion.

**STAFF RECOMMENDATION:** Board staff recommends approval of items 1-4.
1. **MSU – REQUEST FOR APPROVAL OF SUBLEASE TO THE UNITED STATES DEPARTMENT OF AGRICULTURE**

   Contractor’s Legal Name: United States Department of Agriculture/Agricultural Research Service (USDA/ARS)

   **History of Contract:** New

   **Specific Type of Contract:** Real Property sublease of 1050 square feet of office and laboratory space at the Delta Water Center in Stoneville, Mississippi

   *Note: MSU/MAFES leases this property from the B. F. Smith Foundation. The ARS request is for a sublease of that agreement.*

   **Purpose:** The USDA Agricultural Research Service requests a sublease of 1050 square feet of office and laboratory space to conduct water related research. The ARS scientists will work collaboratively with MSU/MAFES scientists co-located at this facility.

   **Scope of Work:** Provide office and laboratory space for water research.

   **Term of Contract:** September 1, 2020 through August 31, 2026 for a total of 6 years.

   **Contract Amount:** $136,000 annually; $11,333 per month for a total of $816,000.

   **Funding Source for Contract:** n/a

   **Termination Options:** USDA/ARS may terminate the sublease at any time by giving 60 days’ notice in writing to the MSU.

   **Contractor Selection Process:** n/a

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

2. **UM – REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH AMERICAN JOHNNY, INC.**

   **Agenda Item Request:** The University of Mississippi Facilities Management Department requests approval to enter into a contract with American Johnny, Inc.
Contractor’s Legal Name: American Johnny, Inc.

History of Contract: This is a new contract.

Specific Type of Contract: This contract is for Port-a-John services to the Facilities Management Department at the University of Mississippi.

Purpose: This contract is for Port-a-John services billed on an as needed basis. This service is required for game day support during seven home football games and may be needed in support of other University events.

Scope of Work: The scope of the contract includes Port-a-John services in accordance with the specifications, terms and conditions of Bid File 9898.

Term of Contract: The initial term of this contract shall be from the approval date of contract and ending twelve (12) months later. The University can renew this contract on an annual basis, up to a total of sixty (60) months. Renewal of the contract will depend on price, delivery and quality of service, and be mutually agreed by both parties.

Termination Options: The University of Mississippi may terminate the contract by mutual agreement with a 90 day notice of termination, for non-performance of services at any time, for force majeure, and in the event that funds associated for payment of this contract become unavailable due to a decrease or change in the legislative appropriation.

Contract Amount: This contract is estimated at $98,000 per annum based on bid pricing and estimated quantities needed in support of seven home football games. Annual price increases based on the Consumer Price Index will be considered if requested. Using a 2% CPI for annual increases, the total over the potential five-year term would be estimated at $510,000.

Funding Source for Contract: This contract is funded by Educational and General funds.

Contractor Selection Process: This contractor was selected through the University of Mississippi Request for Bids #9898. American Johnny, Inc. submitted the only bid received; however, their bid price per unit is very reasonable. Also, they have the ability to meet our requirements as stated in our Request for Bids.

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

3. **UM- REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH OXFORD SAND COMPANY, INC.**

**Agenda Item Request:** The University of Mississippi Facilities Management Department requests approval to enter into a contract with Oxford Sand Company, Inc.

**Contractor’s Legal Name:** Oxford Sand Company, Inc.

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

**Specific Type of Contract:** This contract is for provision of Ready Mix Concrete to the Facilities Management Department at the University of Mississippi.

**Purpose:** This contract is for various Ready Mix Concrete orders to be filled on an as needed basis in support of Facilities Management projects.

**Scope of Work:** The scope of work includes delivering concrete products as specified in Bid File 9899.

**Term of Contract:** The first year of this contract shall be from initial date of contract approval through June 30, 2021. The University can renew this contract on an annual basis, up to a total of sixty (60) months. Renewal of the contract will depend on price, delivery and quality of service, and be mutually agreed by both parties.

**Termination Options:** The University of Mississippi may terminate the contract by mutual agreement with a 90 day notice of termination, for non-performance of services at any time, for force majeure, and in the event that funds associated for payment of this contract become unavailable due to a decrease or change in the legislative appropriation.

**Contract Amount:** This contract is estimated at $160,000 per annum based on purchases made during FY19. FY20 was not used as the baseline due to COVID-19 which caused delayed spending. Annual price increases based on the Consumer Price Index will be considered if requested. Using a 2% CPI for annual increases, the total over the potential five-year term would be estimated at $833,000.

**Funding Source for Contract:** This contract is funded by Internal Replacement and Renewal (R&R) funds.

**Contractor Selection Process:** This contractor was selected through the University of Mississippi Request for Bids #9899. Oxford Sand Company, Inc. submitted the only bid
received; however, their bid pricing is in line with the local market. Also, they have the ability to meet our requirements as stated in our Request for Bids.

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

4. UM – REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH STM CHARTERS, INC.

   Agenda Item Request: The University of Mississippi Athletics Department requests approval to enter into a contract with STM Charters, Inc. for passenger charter air transportation and related services.

   Contractor’s Legal Name: STM Charters, Inc.

   History of Contract: This contract is a new contract for the 2020 football season.

   Specific Type of Contract: The agreement is for passenger charter air transportation and related services.

   Purpose: The purpose of the contract is to provide passenger charter air transportation and related services for the 2020 football season.

   Scope of Work: STM Charters, Inc. will provide passenger charter air transportation and related services for the 2020 football season.

   Term of Contract: The contract will begin on October 2, 2020 and end on December 5, 2020.

   Termination Options: Either party may terminate the Agreement, upon ten (10) days written notice, without further liability to any other party in the event Force Majeure causes the continued performance of this Agreement to be impractical, inadvisable or unprofitable. The Agreement may also be terminated in the event Customer fails to make any payment required pursuant to the terms of the Payment Schedule and with thirty days’ notice if funds are not appropriated.

   Contract Amount: The contract amount is $336,600 which is due upon signing.
Funding Source for Contract: The funding source for this contract is self-generated intercollegiate athletic revenues.

Contractor Selection Process: The Contractor was selected through invited proposals. Five airline companies offered proposals through STM Charters, Inc.: National Airlines, Swift Air, Allegiant Air, Breeze Airways, and Sun Country. Delta Airlines also offered a proposal. STM Charters, Inc. was selected with air charter services provided by National Airlines based on proposal price and charter plane availability. Pricing offered by STM Charters (acting as the charter broker) was lower than pricing options offered by Delta Airlines (acting as both the charter broker and charter carrier). It is important to note the difference between STM Charters and Delta Airlines. STM is a broker and procures bids from charter airlines (carriers). Delta Airlines acts as both the broker and the carrier. Ole Miss has used STM previously to contract flights with National Airlines and is satisfied with their costs and services. Pricing is better than in previous years, likely due to the decreases demand for planes in commercial air travel. The size of plane provided by National Airlines allows for the most cost efficient way for the entire travel party to be on one plane.

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 reviewed the proposed Agreement between the University of Mississippi and STM Charters, Inc. for compliance with applicable law and found same to be acceptable. Board staff recommendations approval of this item.

5. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN END USER AGREEMENT WITH AGILITI HEALTH, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an End User Agreement with Agiliti Health, Inc. (Agiliti) to rent surgical lasers, medical equipment, and supplies, which will be utilized at the main campus and UMMC clinics used in various types of procedures. Some of the specialties that use the lasers are urology, dermatology, gynecology, among others. Under the agreement, UMMC will also rent Extracorporeal Shock Wave Lithotripsy (ESL) procedural services, including a mobile, digital lithotripter unit and imaging equipment for use on UMMC patients to treat kidney stones found in the urinary tract at the UMMC main campus.

Contractor’s Legal Name: Agiliti Health, Inc.

History of Contract: On August 20, 2015, the Board approved a Surgical Equipment Services Agreement with UHS Surgical Service, Inc. (UHS) for the rental of surgical lasers and medical equipment, technical support and supplies for $549,300.00. On August
17, 2017, the Board approved an amendment to extend the term through September 30, 2020, for an amended total cost of $1,809,642.72. In December of 2018, UHS rebranded and changed its corporate name to Agiliti Health, Inc.

On February 15, 2018, the Board approved a five (5) year Mobile Lithotripsy Services agreement with HealthTronics Mobile Solutions, LLC (HealthTronics) to provide ESL procedural services and a mobile, digital lithotripter unit and imaging equipment for a total cost of $981,000. The agreement will expire on February 28, 2023. Upon execution of the proposed agreement with Agiliti, UMMC will terminate the agreement with HealthTronics.

The proposed agreement will replace both of these prior agreements.

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

**Purpose:** The purpose of the agreement is to rent surgical lasers, medical equipment, and supplies, which will be utilized at the main campus and UMMC clinics used in various types of procedures. Some of the specialties that use the lasers are urology, dermatology, gynecology, among others. Under the agreement, UMMC will also rent Extracorporeal Shock Wave Lithotripsy (ESL) procedural services, including a mobile, digital lithotripter unit and imaging equipment for use on UMMC Patients to treat kidney stones found in the urinary tract at the UMMC main campus.

**Scope of Work:** Under the Agreement, Agiliti will provide:
- equipment and supplies needed on a case by case basis;
- repair and maintenance of equipment in a reasonable and prompt manner;
- safety and other appropriate technical training and services in connection with the use of the equipment; and
- qualified, certified, and/or licensed technicians, in accordance with Mississippi state law, to provide technical support to physicians.

UMMC will provide the following:
- cooperate with Agiliti and provide any information and documentation that may be requested by any lender or leasing company of UHS in connection with the equipment;
- allow Agiliti and/or its representatives to inspect the books and records of UMMC as it pertains to the use of the equipment;
- bill patients and/or third party vendors for the provision of services using the equipment and technicians;
- use the equipment solely for the benefit of its patients;
- maintain all licenses and permits necessary or appropriate to operate and provide services using the equipment and supplies; and
- ensure that the medical license of each physician using the equipment and service is unrestricted and each physician is duly licensed to practice medicine in Mississippi.
Term of Contract: The term of the agreement is five (5) years, from October 1, 2020, through September 30, 2025.

Termination Options: Termination options include the following:
- by either party at any time upon a thirty (30) day written notice;
- in the event of breach of a material term of the agreement by either party, unless such breach is remedied within the thirty (30) day period between notification of termination and the effective date of the termination;
- in the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC;
- failure by Agiliti to comply with the federal E-Verify Program; and
- if the other party has become insolvent, has filed for bankruptcy, or has been debarred or excluded from participating in federal health care programs.

Contract Amount: The estimated cost of the agreement is $2,325,000 over the five (5) year term. This includes a twenty percent (20%) annual increase beginning in year two (2) to allow for potential price increases and patient volume change.

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

Contractor Selection Process: Agiliti is an approved vendor contracted with Vizient, UMMC’s primary group purchasing organization (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 Agiliti Health, Inc. and the University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

6. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MASTER AGREEMENT WITH ANGIODYNAMICS FINANCE

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Agreement No. 0853301 and Schedule No. 001 with AngioDynamics Finance (AngioDynamics) to rent the NanoKnife 3.0 Generator with Solero Microwave (Nanoknife). The Nanoknife uses a series of high voltage direct current electrical pulses to eradicate pancreatic and liver cancer cells. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods and Services, UMMC also requests a waiver to allow prepayment of rent on a monthly basis.
Contractor’s Legal Name: AngioDynamics Finance

History of Contract: This is a new contract. Currently, UMMC utilizes microwave technology to treat liver cancer; however, there currently is not a comparable product to treat pancreatic cancers. The Nanoknife differs from other treatments in that it is able to treat cancer while sparing critical organs. UMMC will also purchase consumable products used with the Nanoknife via separate agreement with Angiodynamics, Inc. The agreement for consumables purchases will not exceed $250,000 and will not require Board approval.

Specific Type of Contract: This is a new Master Agreement No. 0853301 and Schedule No. 001.

Purpose: The purpose of the agreement is to rent the Nanoknife, which uses a series of high voltage direct current electrical pulses to eradicate pancreatic and liver cancer cells.

Scope of Work: Under the agreement, AngioDynamics will provide the NanoKnife 3.0 Generator with Solero Microwave to be located at UMMC main campus.

Term of Contract: The term of the agreement is twenty (20) months, from September 1, 2020, through May 31, 2022.

Termination Options: Termination options include the following:
- by either party in the event of a default; and
- in the event of any reduction of funds.

Contract Amount: The estimated cost of the agreement is $210,000 over the twenty (20) month term. The monthly rent is $9,900. Additionally, from the date the agreement is executed through the date on which the equipment is received, UMMC will pay a daily interim rate, which is the pro-rated monthly rent. UMMC expects to receive the equipment on or about September 1, 2020, but has included additional days of interim rent in the event there are any shipping delays.

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

Contractor Selection Process: The Nanoknife qualifies as a clinical commodity 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 AngioDynamics Finance for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

7. UMMC –REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH BOSTON SCIENTIFIC CORPORATION

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a purchase agreement with Boston Scientific Corporation (BSC) to purchase various consumable commodities and equipment for use during the implantation of cardiac rhythm management (CRM) devices, such as pacemakers and defibrillators. UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level.

**Contractor’s Legal Name:** Boston Scientific Corporation

**History of Contract:** On August 16, 2018, the Board approved a two (2) year purchase agreement with BSC for $9,749,433. The agreement will expire on August 31, 2020. In 2018, UMMC contracted with both BSC and Medtronic USA, Inc. (Medtronic) for the award of dual contracts, where UMMC committed to purchase at least eighty-five percent (85%) of its total CRM purchases from the dual vendors, with the remaining fifteen percent (15%) available for other vendors that may have a different technology benefitting a particular patient. For the proposed agreement, UMMC also negotiated an additional discount with BSC in exchange for increasing the committed percentage to ninety percent (90%) between two (2) vendors. Medtronic no longer requires a signed contract to extend the pricing to UMMC.

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

**Purpose:** The purpose of the agreement is to purchase discounted consumable commodities and equipment used specifically during cardiac rhythm management (CRM) procedures.

**Scope of Work:** Under the agreement, BSC will provide commodities and equipment used during CRM procedures and pay UMMC a semi-annual rebate on purchases made under the agreement. Under the agreement, UMMC will purchase ninety percent (90%) of its total need for CRM products from BSC and one (1) other vendor.

**Term of Contract:** The term of the agreement is three (3) years, from September 1, 2020, through August 31, 2023.
Termination Options: The termination options include the following:

- in the event that performance is delayed by more than thirty (30) days in a force majeure event, the non-delayed party may terminate the agreement upon written notice; and
- by either party for any or no reason upon ninety (90) days’ advanced written notice.

Contract Amount: The estimated cost of the agreement is $5,400,000 over the three (3) year term. This includes a twenty percent (20%) increase beginning in year two (2) to allow for patient volume change.

Funding Source for Contract: This contract is funded by hospital patient revenue.

Contractor Selection Process: BSC 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 Boston Scientific Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. UMMC – REQUEST FOR APPROVAL TO AMEND A REMOTE CARE MANAGEMENT SERVICES AGREEMENT WITH CARE INNOVATIONS, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into Amendment #1 to the Remote Care Management Services Agreement with Intel-GE Care Innovations, LLC (now Care Innovations, LLC) to extend the term of the agreement for one (1) additional year and to add provisions for insurance information security, and governmental entity. The agreement provides remote patient monitoring (RPM) “kits” to be used by patients enrolled in the RPM program provided through UMMC’s Department of Telehealth. The RPM kit allows the care team at UMMC to interact with enrolled patients in their homes by using a primary electronic device with connectivity, and incorporating data with peripherals (blood glucose monitor, blood pressure machine, scale, etc.) that are either wired or wireless.

Contractor’s Legal Name: Care Innovations, LLC

History of Contract: On October 15, 2015, the Board approved the Remote Care Management Services Agreement with Care Innovations for RPM. The term of the
agreement was five (5) years, from November 1, 2015, through October 31, 2020, for a total approved cost of $41,410,000.00.

Specific Type of Contract: This is Amendment #1 to the Remote Care Management Services Agreement.

Purpose: The purpose of Amendment #1 is to extend the term of the current agreement by one (1) year, as well as add provisions for insurance, information security, and governmental entity. The amendment will allow UMMC to continue to provide RPM for patients needing such service, as well as allow transfer of patient health data. The purpose of RPM is to improve the health of patients, lower hospital admissions, and decrease healthcare costs.

Scope of Work: Under the amended agreement, Care Innovations will continue to provide:
- License to the Maestro Care Suite;
- Training on the use of the Maestro Care Suite for UMMC personnel;
- Program management;
- Customer support to both patients and UMMC;
- Co-marketing of the program with UMMC;
- Use of the Health Harmony System (RPM Kits) to enrolled patients;
- Repurposing of peripheral devices; and
- Informational materials regarding the devices and program.

Term of Contract: The term of Amendment #1 is one (1) year, beginning November 1, 2020. The total term of the amended agreement is six (6) years, from November 1, 2015, through October 31, 2021.

Termination Options: Terminations options include the following:
- By either party at any time upon 180 day written notice;
- In the event of default and failure to cure the default;
- In the event Care Innovations shall become banned from governmental programs;
- In the event of reduction of available funds to UMMC, the contract may be terminated without penalty to UMMC; and
- Failure by Care Innovations to comply with the federal E-Verify program.
- Failure of Care Innovations to comply with UMMC’s BAA.

Contract Amount: There is no additional cost related to Amendment #1. The total cost of the agreement remains $41,410,000.

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

Contractor Selection Process: UMMC is currently contracted with Care Innovations.
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 Care Innovations, LLC and the University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MEDICAL OFFICE BUILDING LEASE WITH THE CENTRAL MISSISSIPPI CIVIC IMPROVEMENT ASSOCIATION, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Medical Office Building Lease with Central Mississippi Civic Improvement Association, Inc. d/b/a Jackson-Hinds Comprehensive Health Center (JHCHC) to sublet clinical space at the Jackson Medical Mall for JHCHC to operate and manage UMMC’s primary care continuity clinics in internal medicine, pediatrics, and obstetrics and gynecology (OB-GYN).

**Contractor’s Legal Name:** Central Mississippi Civic Improvement Association, Inc. d/b/a Jackson-Hinds Comprehensive Health Center

**History of Contract:** UMMC has leased space at the Jackson Medical Mall since approximately 1995. The current Master Lease Agreement between UMMC and the Jackson Medical Mall Foundation was approved by the Board on November 18, 2010. UMMC has sublet clinical space to JHCHC since 2010. On September 17, 2015, the Board approved the current sublease agreement with JHCHC for clinical space at the Jackson Medical Mall. The current sublease will expire September 30, 2020.

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

**Purpose:** The purpose of the sublease agreement is to sublet clinical space at the Jackson Medical Mall for JHCHC to operate and manage UMMC’s primary care continuity clinics in internal medicine, pediatrics, and obstetrics and gynecology (OB-GYN).

**Scope of Work:** Under the sublease agreement, UMMC will provide:
- 25,728 square feet of clinical space to JHCHC;
- Utilities, janitorial/housekeeping services, security, and maintenance; and
- Non-exclusive use of all common areas.

JHCHC will:
Use the subleased space only as medical offices for licensed physicians;
• Shall not provide or perform any prohibited services or uses as specified in the sublease; and
• Remain, or require its physicians to remain, licensed as a physician in Mississippi and be active members of JHCHC’s medical staff.

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

Termination Options: Termination options include the following:
• By UMMC if JHCHC engages in a prohibited use and fails to cure such violation within 30 days following notice of such violation;
• By either party in the event of a partial destruction of the premises and UMMC does not elect to make repairs or if the repairs cannot be made timely;
• Automatically in the event of a total destruction of the building;
• Automatically if the whole of the premises or building or so much thereof as to render the balance unusable by UMMC shall be taken under power of eminent domain, condemnation or by deed in lieu of foreclosure or otherwise;
• By UMMC at any time in the event JHCHC commits an act of default under the lease;
• By either party in the event any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of the lease, and the parties fail to agree upon modified terms within 90 days;
• By UMMC immediately upon breach of any of the following ongoing representations and warranties that JHCHC:
  o is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  o has not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs; and
  o is not under investigation or otherwise aware of any circumstances which may result in the party being excluded from participation in the Federal Healthcare Programs or any state healthcare programs;
• Automatically in the event the prime lease with the Jackson Medical Mall Foundation expires or is terminated; and
• By either party in the event of an adverse change in law and the parties fail to agree upon modified terms within 60 days.

Contract Amount: The sublease agreement is estimated to earn approximately $432,487.68 over the one (1) year term. Base rent will be $16.81 per square foot
for 25,728 rentable square feet or $36,040.64 per month. The rent amount includes a pro rata share of the housekeeping and security services provided under the Master Lease.

**Funding Source for Contract:** Not applicable. This is a revenue contract.

**Contractor Selection Process:** JHCHC is the existing tenant.

**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 Central Mississippi Civic Improvement Association, Inc. d/b/a Jackson-Hinds Comprehensive Health Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

10. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A LABORATORY SERVICES AGREEMENT WITH GENEDX, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Laboratory Services Agreement with GeneDx, Inc. (GeneDx) for the provision of outside reference laboratory testing. The testing that GeneDx performs under this agreement is used for rare and/or hereditary disorders, and these tests are ordered when conditions cannot be diagnosed with routine genetic tests. UMMC also requests approval to add or remove tests under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level.

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

**History of Contract:** On August 17, 2017, the Board approved a three (3) year Laboratory Services Agreement with GeneDx for $1,830,321.81. The agreement expires on August 31, 2020. On May 16, 2019, the Board approved additional funding of the contract for a total approved cost of $3,330,281.93.

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

**Purpose:** The purpose of this Agreement is for the provision of outside reference laboratory testing to test for rare and/or hereditary disorders, and these tests are ordered when conditions cannot be diagnosed with routine genetic tests.

**Scope of Work:** Under this agreement, GeneDx will perform reference laboratory testing for UMMC at discounted prices. UMMC will obtain all consents and authorizations from its patients, customers or others as may be required by applicable law.
Term of Contract: The term of the agreement is three (3) years, from September 1, 2020, through August 31, 2023.

Termination Options: The Agreement may be terminated for the following:
- by either party, with or without cause, upon thirty (30) days’ prior written notice;
- by GeneDx, upon thirty (30) days advance written notice, if UMMC fails to pay undisputed invoices timely;
- immediately upon either party’s ineligibility to participate in federal or state healthcare programs; and
- by either party upon thirty (30) days prior written notice in the event of an adverse change in law and the parties do not agree to a modification of the agreement.

Contract Amount: The estimated cost of the agreement is $4,775,000 over the three (3) year term. This includes a fifteen percent (15%) annual increase to allow for potential price increases and patient volume change.

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

Contractor Selection Process: GeneDx is the lowest cost provider of the genetic testing covered under this Agreement. UMMC’s other contracted reference laboratory vendors cannot perform this same method of genetic testing.

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

11. UMMC – REQUEST FOR APPROVAL TO AMEND A HOSPITALIST PROFESSIONAL SERVICES AGREEMENT WITH GRENADA PHYSICIAN SERVICES, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Hospitalist Professional Services Agreement with Grenada Physician Services, LLC (Grenada Physician Services) to modify the description of telemedicine services and replace the information security language. The agreement provides full hospitalist medicine physician coverage for UMMC’s
Grenada hospital. Grenada Physician Services will provide all employees and management oversight of UMMC Grenada’s hospitalist medicine service line. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to allow continued prepayment of the availability fee in advance each month.

**Contractor’s Legal Name:** Grenada Physician Services, LLC

**History of Contract:** On October 17, 2019, the Board approved the five (5) year Hospitalist Professional Services Agreement with Grenada Physician Services at a total cost of $7,021,976. The agreement will expire on November 30, 2024. The amendment does not change the term of the agreement.

**Specific Type of Contract:** This is the first amendment to the Hospitalist Professional Services Agreement.

**Purpose:** The purpose of the amendment is to modify the description of telemedicine services and replace the information security language. The purpose of the agreement is to provide full hospitalist medicine coverage for UMMC Grenada. Grenada Physician Services will be responsible for providing provider coverage, as needed, as well as a physician to serve as medical director.

**Scope of Work:** Under the amended agreement, Grenada Physician Services will continue to:

- supply suitable, qualified, and licensed physicians and advanced practice providers for full on-call or remote coverage of the hospitalist medicine department;
- provide a physician to act as the medical director for UMMC Grenada’s hospitalist medicine department;
- meet annually with UMMC to agree upon quality metrics and review the projected budget for the following year; and
- perform all billing and collections functions for its services.

Under the amended agreement, UMMC will continue to:

- provide and allow access as needed to UMMC’s electronic medical record for charting and billing purposes;
- grant staff privileges for providers that meet the relevant criteria;
- cooperate with Grenada Physician Services in preparing an utilizing a joint notice of privacy practices for patients; and
- comply with Grenada Physician Services’ telemedicine requirements.

**Term of Contract:** The term of the amended agreement remains five (5) years, from December 1, 2019, through November 30, 2024. The amendment does not change the term of the agreement.
Termination Options: Termination options include the following:
- by UMMC if Grenada Physician Services employees or contractors are excluded from participating in federal or state healthcare programs;
- by Grenada Physician Services if UMMC fails to make timely payment;
- immediately by either party for cause, including insolvency and substantial default that remains uncured for sixty (60) days;
- by either party upon one hundred twenty (120) days’ written notice;
- by either party upon sixty (60) days’ written notice in the event of a material adverse change in reimbursement and the parties are unable to renegotiate terms within thirty (30) days;
- by either party upon sixty (60) days’ written notice in the event of a material adverse change in UMMC Grenada operations or services or a material variation in Grenada Physician Services’ operations at UMMC Grenada and the parties are unable to renegotiate terms within thirty (30) days;
- in the event Grenada Physician Services improperly uses or discloses protected health information.

Contract Amount: The total estimated cost of the amended agreement remains unchanged at $7,021,976 over the five (5) year term. Fees include flat and variable fees, volume protector, and start-up expenses.

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

Contractor Selection Process: UMMC is currently contracted with Grenada Physician 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 Grenada Physician Services, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend the Shuttle Services Agreement with Groome Transportation of Texas, LLC, formerly Groome Transportation of Texas, Inc. (Groome). The proposed amendment extends the term of the agreement for an additional six (6) months and revises the provisions related to confidentiality, insurance, and indemnification. The agreement provides daily shuttle service to transport employees and others parking off campus and to/from the Jackson Medical Mall, shuttle service for patients and guests needing transportation to the hospitals, and for charter service for UMMC events and related Medical Center functions or special trips.

Contractor’s Legal Name: Groome Transportation of Texas, LLC

History of Contract: On June 18, 2015, the Board approved the agreement with Groome for daily shuttle service to transport employees and others parking off campus and to/from the Jackson Medical Mall, shuttle service for patients and guests needing transportation to the hospitals, and for charter service for UMMC events and related Medical Center functions or special trips. The estimated total contract amount over the five (5) year term is $16,457,986.35, which includes all variables, an annual 2% price increase, as well as increases in the number of hours and vehicles in use for all services. The first four (4) months of the agreement was a transition period to allow Groome to purchase the required fleet of vehicles; services began on November 1, 2015.

Specific Type of Contract: This is the First Amendment to the Shuttle Services Agreement.

Purpose: The purpose of the amendment is to extend the term of the agreement for an additional six (6) months and to revise the provisions related to confidentiality, insurance, and indemnification. The purpose of the agreement is to provide transportation for employees, patients and visitors.

Scope of Work: Under the amended agreement, Groome will continue to:
- furnish all drivers, supervision, vehicles, fuel and service of vehicles required to provide shuttle and charter services, including daily bus shuttle and on-campus cart shuttle services;
- train its employees, including driving safety, customer service, and ADA training;
- procure all driver and vehicle licenses and permits;
- ensure a local manager or designee is available during all hours of the operational day;
- furnish all drivers with uniforms;
- provide its employees with equipment and supplies needed to perform all required transportation services, including two-way communications;
- report in writing any incidents and/or accidents within 24 hours;
• provide new, UMMC-branded vehicles for shuttle and charter operation, including ADA compliant buses that are equipped with automatic vehicle locator technology;
• maintain general liability insurance of vehicles for services;
• provide all fuel for shuttle and charter vehicles at no additional cost (cost is included in contracted hourly rate);
• maintain and clean vehicles weekly or more often as needed; and,
• provide a back-up fleet of at least 20% ready for service within 30 minutes in the event of a breakdown or out-of-service vehicles.

UMMC will:
• provide one (1) office on campus for Groome’s on-site manager; and
• provide a dedicated, secured parking area for Groome’s vehicles.

**Term of Contract:** The term of the amended agreement is five (5) years and ten (10) months, from July 1, 2015, through April 30, 2021. The original agreement was for a term of five (5) years and four (4) months. The amendment will extend the term an additional six (6) months.

**Termination Options:** Termination options include the following:
• by UMMC at any time upon a 120 day written notice;
• in the event of default by Groome and failure to cure the default;
• in the event of a breach of Groome's obligations under the contract;
• in the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC;
• failure by Groome to comply with the federal E-Verify Program; and,
• upon 30 days' written notice in the event a change in law results in adverse consequences and the parties cannot agree upon renegotiated terms.

**Contract Amount:** The amendment does not change the total cost of the agreement. The total estimated cost over the amended term remains $16,457,986.35. This amount includes all variables, such as an annual two percent (2%) price increase, as well as increases in the number of hours and vehicles in use for all services.

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

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

**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 Groome Transportation of
13. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SOFTWARE AND SUPPORT AGREEMENT WITH MC ANALYTXS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **MC AnalyTXs, Inc. (MCA)** for the use of its proprietary AllPayor System. The Allpayor system is a robust contract modeling and claim management software solution that pre-calculates the expected payor plan benefit and compares that amount to the payment processed by the payor.

**Contractor's Legal Name:** MC AnalyTXs, Inc.

**History of Contract:** On December 17, 2015, the Board approved a contract and subsequent statement of work with MCA for the use of the payor contract management system, as well as associated software support and other services. The total term of the agreement was four (4) years and ten (10) months, from February 1, 2016, through November 30, 2020.

**Specific Type of Contract:** This is a new software and support agreement.

**Purpose:** The purpose of the agreement is to license the AllPayor contract management system software and associated support from MCA. The AllPayor system is a robust contract modeling and claim management software solution that pre-calculates the expected payor plan benefit and compares that amount to the payment processed by the payor.

**Scope of Work:** Under the agreement, MCA will:
- License of the proprietary AllPayor software;
- Monitor and evaluate payor contractual arrangements;
- Calculate contractual adjustments, expected reimbursements for all payors, Medicare reimbursement, and physician billing;
- Support UMMC as needed in creating and adding additional filters to the contracting/reporting module; and
- Provide reporting to include, but not limited to summary and detail data for contracts managed, identified claim changes, contract issues addressing conflicting information, trends report for underpayments, overpayments and any other relevant data that may be required.
Term of Contract: The term of the agreement is forty-five (45) months, from December 1, 2020, through August 31, 2024.

Termination Options: This agreement may be terminated as follows:
- By either party with or without cause upon thirty (30) days’ written notice; and
- By either party upon written notice to the other party if the other party fails to comply with the obligations imposed under the agreement and said failure continues more than thirty (30) days from the date of notice.

Contract Amount: The total estimated cost of the agreement is $900,000.00. The monthly cost of the agreement is $19,500.00. Beginning in year two (2), the total cost includes a three percent (3%) annual potential price increase.

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

Contractor Selection Process: UMMC selected MCA via Request for Proposal #1207, Healthcare Contract Management, in June 2015. The Mississippi Department of Information Technology Services (ITS) has approved UMMC’s continued reliance upon the 2015 RFP for procurement purposes so that UMMC may enter the new agreement with this current vendor.

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

14. UMMC -REQUEST FOR APPROVAL TO ENTER INTO A SERVICE AND MAINTENANCE AGREEMENT WITH MID-SOUTH MEDICAL IMAGING, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into service and maintenance agreement with Mid-South Medical Imaging, LLC (Mid-South) to provide service and maintenance repair for medical imaging equipment, including Samsung diagnostic X-ray rooms, a Genoray C-arm, and portable Samsung X-ray machines. The schedule will allow for planned maintenance inspections, as well as unscheduled repair services for the imaging equipment. Additionally, UMMC requests permission to add or remove items from the
agreement without seeking prior Board approval as long as it does not increase the approved expenditure level. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods and Services, UMMC also requests a waiver to allow prepayment of service on an annual basis.

Contractor’s Legal Name: Mid-South Medical Imaging, LLC

History of Contract: This is a new service agreement for the included equipment. The various pieces of included equipment have previously been serviced under warranty and/or have been serviced on an as-needed basis. As the equipment has aged, it has become prudent to contract for a structured service coverage plan at this time. On April 20, 2016, the Board approved a five (5) year service and maintenance agreement with Mid-South for the service of other portable X-ray machines on UMMC’s main campus at a cost of $596,574.78. This agreement will expire on April 30, 2021. The 2016 agreement is for separate equipment and is unrelated to the proposed agreement.

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

Purpose: The purpose of this agreement is to provide service and maintenance repair for medical imaging equipment, including Samsung diagnostic X-ray rooms, a Genoray C-arm, and portable Samsung X-ray machines. The schedule will allow for planned maintenance inspections, as well as unscheduled repair services for the imaging equipment. The service agreement 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, Mid-South will:

- provide service and maintenance for six (6) diagnostic X-ray rooms that are located at various UMMC locations;
- provide service and maintenance for four (4) portable X-ray machines;
- provide software updates as needed;
- supply necessary parts required because of normal wear and tear or otherwise deemed necessary by Mid-South; and
- guarantee phone and on-site response times when assistance is requested by UMMC.

Under the agreement, UMMC will:

- give Mid-South service personnel reasonable access to the equipment;
- clean and decontaminate the equipment after contact with blood or potentially infectious material;
- provide Mid-South with on-site and remote access to the equipment; and
- remove equipment from coverage under the service agreement upon thirty (30) days’ prior written notice.
Term of Contract: The term of the agreement is five (5) years, from September 1, 2020, through August 31, 2025.

Termination Options: Termination options include the following:
- by UMMC upon sixty (60) days’ written notice to Mid-South;
- in the event of insufficient funds; and
- by either party without notice for default, if the defaulting party does not cure the default within thirty (30) days of notice.

Contract Amount: The total estimated cost of the service agreement is $1,300,000 over the five (5) year term. The cost of service on the diagnostic X-ray equipment and portable equipment is $1,128,886, including a five percent (5%) annual increase beginning in year (2) for potential price increases. The total service cost will be paid in annual installments. UMMC has also included an additional fifteen percent (15%), or $169,333, for variable fees for service required that is not included in the service plan, such as after hours and weekend coverage, special handling fees, and accessories.

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

Contractor Selection Process: Mid-South is Samsung Neurologica’s sole source sale and service distributor of Samsung Digital Radiographic Systems for the state of Mississippi.

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 Mid-South Medical Imaging, LLC and the University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

15. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PROVIDER SERVICE AGREEMENT WITH MYRIAD GENETICS LABORATORIES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Provider Service Agreement with Myriad Genetics, Inc., on behalf of itself and its wholly-owned subsidiaries Myriad Genetics Laboratories, Inc., Crescendo Bioscience, Inc., Assurex Health, Inc., and Myriad Women’s Health, Inc. (Myriad) for the provision of outside reference laboratory testing. Myriad performs genetic tests to predict and evaluate certain genes to determine a patient’s lifetime risk for developing some cancers and to determine the best course of
cancer treatment for a particular patient. UMMC also requests approval to add or remove tests under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level.

**Contractor’s Legal Name:** Myriad Genetics Inc., Myriad Genetic Laboratories, Inc., Crescendo Bioscience, Inc., Assurex Health, Inc., and Myriad Women’s Health, Inc.

**History of Contract:** On August 17, 2017, the Board approved a three (3) year Provider Service Agreement with Myriad for $1,368,826.97. The agreement will expire on August 31, 2020.

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

**Purpose:** The purpose of the agreement is for the provision of outside reference laboratory testing. Myriad performs genetic tests to predict and evaluate certain genes to determine a patient’s lifetime risk for developing some cancers and to determine the best course of cancer treatment for a particular patient.

**Scope of Work:** Under the agreement, Myriad will:
- provide reference laboratory testing, including the personnel, supplies and equipment associated with such services;
- be responsible for the delivery and quality of services;
- maintain the medical relating to the services; and
- supply test results to UMMC in a timely manner via facsimile.

Under the agreement, UMMC agrees to perform all billing and collection activities in accordance with applicable laws.

**Term of Contract:** The term of the agreement is three (3) years, from September 1, 2020, through August 31, 2023.

**Termination Options:** Termination options include the following:
- by either party at any time with at least sixty (60) days’ written notice.
- by either party if the other Party’s license is revoked or suspended.
- in the event of a reduction in funds;
- immediately if Myriad’s officers, directors or employees are excluded or debarred from participating in state or federal healthcare programs; and
- UMMC may cancel affected services upon written notice to Myriad, if Myriad is unable to provide services required under the agreement for a period of thirty (30) consecutive days due to a force majeure event.
Contract Amount: The estimated cost of the agreement is $350,000 over the three (3) year term. This includes a fifteen percent (20%) increase beginning in year two to account for potential patient volume and price increases.

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

Contractor Selection Process: Myriad has a patent for the two (2) tests that UMMC currently sends to them. UMMC also sends other tests offered by Myriad on an as-needed basis.

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 Myriad Genetics Inc., Myriad Genetic Laboratories, Inc., Crescendo Bioscience, Inc., Assurex Health, Inc., and Myriad Women’s Health, 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 A PURCHASE AGREEMENT WITH PHILIPS HEALTHCARE INFORMATICS, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Purchase Agreement with Philips Healthcare Informatics, Inc. (Philips) to extend the term of the agreement for the Power Scribe 360 (PS360) transcription and dictation software system provided by Nuance Communications, Inc. (Nuance) and resold through Philips. The PS360 system allows digital dictation capabilities for Imaging Services as well as alerts for critical findings.

Contractor’s Legal Name: Philips Healthcare Informatics, Inc.

History of Contract: On August 20, 2015, the Board approved the Purchase Agreement with Philips for the Nuance PS360 system. The term of the agreement was five (5) years, from September 1, 2015, through August 31, 2020, for a total estimated cost of $4,543,422.70. Philips is an authorized reseller of the PS360 system provided by Nuance.

Specific Type of Contract: This is the First Amendment to the Purchase Agreement.

Purpose: The purpose of the amendment is to extend the term of the agreement and add insurance requirements of Philips. The purpose of the agreement is to
license software/application will allow radiologists to dictate radiology reports in regards to the images into the PS360 software, which is integrated into UMMC’s electronic medical record. The software allows the physicians to record and send in less time than traditional typing of the reports. It also sends any critical findings to the ordering physician in a set compliance timeline requested and required by Joint Commission.

**Scope of Work:** Under the agreement, Philips will resell the Nuance products and services as follows:
- The PS360 software licenses;
- Reporting data integration, training, and software/hardware installations;
- Maintenance services for the transactional report program; and
- Necessary equipment hardware.

**Term of Contract:** The term of the amended agreement is five and one-half (5 ½) years, from September 1, 2020, through February 28, 2021.

**Termination Options:** The agreement may be terminated as follows:
- Either party may terminate the agreement upon written notice if the other party commits a material breach of this agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach by the non-breaching party;
- Nuance may terminate the agreement immediately upon written notice to UMMC if UMMC (a) infringes Nuance’s intellectual property rights, or commits, or permits any third party to commit, any breach of confidentiality obligations or (b) UMMC has a receiver appointed to handle its assets or affairs, becomes insolvent, or is otherwise unable to pay its debts as they become due, or ceases to do business in the ordinary course;
- UMMC may terminate the agreement and the underlying business relationship in the event that Nuance, acting as a business associate, as defined by the Health Insurance Accountability and Portability Act (HIPAA), improperly uses or discloses protected health information in breach of the business associate agreement (BAA);
- UMMC may terminate if it makes the determination that a material condition of performance by Nuance, acting as a business associate, as defined by the HIPAA, has changed or the business associate has breached a material term of BAA; and
- In the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC.

**Contract Amount:** The total estimated cost of the amended is agreement is $4,745,000. The original estimated cost for the five (5) year term was $4,543,422.70. UMMC anticipates the need for up to an additional $200,000 for the six (6) month term of the amendment.

**Funding Source for Contract:** The agreement will be funded by hospital patient revenue.
Contractor Selection Process: UMMC is currently contracted with Philips for the Nuance PS360 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 between the University of Mississippi Medical Center and Philips Healthcare Informatics, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

17. UMMC – REQUEST FOR APPROVAL TO AMEND A MASTER SERVICES AGREEMENT WITH PRESS GANEY ASSOCIATES, LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into the Sixth Amendment to the Master Services Agreement with Press Ganey Associates, LLC d/b/a Press Ganey Associates, Inc. (Press Ganey) to extend the term of the agreement for a period of one (1) year for two (2) additional engagement periods, revise the project start and completion period for the MIPS CAHPS Regulatory Survey, and clarify responsibilities of both parties under the agreement. The amendment also revises the insurance provision and adds provisions related to indemnification and information security. The Agreement allows UMMC to facilitate the measurement of the hospital and ambulatory clinics’ patient satisfaction as required by The Joint Commission and the Centers for Medicare and Medicaid Services (CMS).

Contractor’s Legal Name: Press Ganey Associates, LLC

History of Contract: On August 20, 2015, the Board approved the Master Services Agreement between UMMC and Press Ganey for facilitation of the measurement of the hospital and ambulatory clinics’ patient satisfaction as required by The Joint Commission and the Centers for Medicare and Medicaid Services (CMS). On January 21, 2016, the Board approved the First Amendment to add inpatient and outpatient behavioral health surveys for UMMC. On October 19, 2017, the Board approved the Second and Third Amendments to the Master Services Agreement. The Second Amendment replaced the Physician Quality Reporting System (PQRS) Consumer Assessment Healthcare Providers & System (CAHPS) Regulatory Survey with the Merit-Based Incentive Payment System (MIPS) CAHPS Regulatory Survey. The Third Amendment added the Neonatal Intensive Care Unit (NICU) eSurvey Blend methodology to UMMC’s existing survey services and add the Outpatient and Ambulatory Surgery (OAS) Regulatory CAHPS Wave 2 surveys to UMMC’s current Ambulatory Surgery eSurvey Blend services. On October 18, 2018, the Board approved the Fourth Amendment to the Master Services Agreement. The Fourth Amendment added UMMC’s Grenada facility to the covered survey services. On March 21, 2019, the Board approved the Fifth Amendment to the Master Services Agreement. The Fifth Amendment added text services to the current survey delivery for
patient satisfaction at all UMMC facilities. The total estimated cost of the amended agreement over five (5) years was $2,680,403.81.

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

**Purpose:** The purpose of the Sixth Amendment is to extend the term of the agreement for a period of one (1) year for two (2) additional engagement periods, revise the project start and completion period for the MIPS CAHPS Regulatory Survey, and clarify responsibilities of both parties under the agreement. The amendment also revises the insurance provision and adds provisions related to indemnification and information security. The Agreement allows UMMC to facilitate the measurement of the hospital and ambulatory clinics’ patient satisfaction as required by The Joint Commission and the Centers for Medicare and Medicaid Services (CMS).

**Scope of Work:** Under the Sixth Amendment, Press Ganey will:

- Provide Patient Satisfaction Survey Products
  - Create and send the survey tools as requested by UMMC;
  - Follow the procedures and specifications as prescribed by the Centers for Medicare and Medicaid Services (“CMS”);
  - Provide report at the end of the survey process;
  - Provide client the ability to monitor the number of surveys administered, returned and completed;
  - Offer the MIPS CAHPS surveys in English and Spanish;
  - Provide client the opportunity to review recommendations and other content for improvement related to major service lines located in the Press Ganey Solutions Starter;
  - Provide access to a designated Account manager, who will address survey and setup needs via telephone and email;
  - Provide access to a designated Patient Experience Advisor who will address improvement initiatives via telephone and email;
  - Provide access to Press Ganey’s Online Forum;
  - Offer educational networking opportunities with other Press Ganey clients through the National Client Conference and Regional Education Symposium.
- Provide Data Collection Methodology
  - Administer the survey for 860 patients randomly selected by CMS;
  - Send a pre-notification letter to all patients selected as part of the sample at the time specified by CMS;
  - Provide two (2) mail survey packets for each contracted patient survey service;
  - Call each patient that does not respond to the mail surveys at the time specified by SMD;
  - Make up to six (6) telephone attempts to contact each patient.
- Provide Client Support Service
UMMC will:

- Comply with all CMS OAS CAHPS standards and guidelines;
- Provide a list of patients in a data file by the data submission deadline established by Press Ganey. The data file must conform to Press Ganey file specifications;
- If client chooses to stratify their sample, ensure that each stratification group has a minimum of ten (10) patients to sample per month.
- According to the CAHPS Quality Assurance Guidelines a Client may only change CAHPS vendors at the beginning of a calendar quarter. Therefore, any cancellation will not be valid until after data submission to CMS has been completed for applicable calendar quarter.
- Include the Press Ganey copyright on each survey;
- Recognize that clients are prohibited from altering the OAS CAHPS survey including dropping standard questions or changing the rating scale;
- Designate a root user for the Press Ganey Online System and Applications that is responsible for user access and management of users within the organization;
- Upon the departure of an employee from UMMC’s facility, immediately terminate their access to Press Ganey Applications and other Press Ganey systems;
- Prior to processing data, provide Press Ganey a completed demographic profile for the contracted service(s). Profiles must be completed and returned to UMMC’s Account Manager by the first of the month preceding the month in which the facility is to receive the first report;
- Notify Press Ganey of changes to the demographic profiles prior to the first business day of the month preceding the report month, including changes in unit configurations and specialty designations;
- Obtain any and all patient consents, authorizations, and/or approvals required by applicable U.S. federal and state laws, rules, regulations, policy or industry guidelines including privacy policies to enable Press Ganey to execute its obligations under this Agreement; and
- Comply with the requirements of sampling strategy and survey distribution methodology.

**Term of Contract:** The term of the amended agreement is six (6) years, from October 1, 2015, through September 30, 2021. The original term of the agreement was five (5) years. The Sixth Amendment extends the term one (1) additional year.

**Termination Options:** Termination options include:

- Press Ganey may terminate the agreement for past due payment;
- After three (3) years, either party may terminate the agreement upon sixty (60) days’ written notice to the other party;
Either party may immediately terminate the agreement in the event of a material breach by the other party that has not been cured within 45 days; in the event of a reduction in available funds to UMMC; failure by Press Ganey to comply with the federal E-Verify Program; and UMMC may terminate the agreement in the event Press Ganey improperly uses or discloses protected health information in breach of the agreement.

**Contract Amount:** The cost of the Sixth Amendment is $497,408.12. The total estimated cost of the amended agreement is $3,177,811.93.

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

**Contractor Selection Process:** UMMC is currently contracted with Press Ganey.

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

**UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PRODUCT PURCHASE AGREEMENT WITH PULMONX CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Product Purchase Agreement with Pulmonx Corporation (Pulmonx) for the purchase of Zephyr Endobronchial Valves and catheters, as well as use of the Chartis System console. The valves, catheters, and system are used to treat adult patients with hyperinflation of the lung associated with emphysema. UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level.

**Contractor’s Legal Name:** Pulmonx Corporation

**History of Contract:** This is a new agreement. UMMC currently does not use the Pulmonx valves, catheters, and system. The majority of emphysema patients who will be candidates for the Pulmonx valves currently are treated with inhalers and occasional pulmonary rehabilitation. Rarely, these patients will receive surgery to remove diseased lung tissue or a lung transplant. The Pulmonx valves, catheters and system will provide a less invasive surgical treatment option for patients.

**Specific Type of Contract:** This is a new Product Purchase Agreement.
Purpose: The purpose of this agreement is to purchase of Zephyr Endobronchial Valves and catheters, as well as the use of the Chartis System console. The valves, catheters, and system are used to treat adult patients with hyperinflation of the lung associated with emphysema. The valves reduce the symptoms of emphysema, the catheter is used to deliver the valves, and the system is designed to take precise flow and pressure readings in a patient's airways for precise valve placement.

Scope of Work: Under this agreement, Pulmonx will provide the Zephyr valves, catheters, and Chartis Console to UMMC.

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

Termination Options: Termination options include the following:
- Pulmonx may terminate this agreement with immediate effect upon written notice to UMMC, if UMMC:
  - fails to pay any amount when due under this agreement and such failure continues for ten (10) business days after UMMC’s receipt of written notice of nonpayment;
  - has not otherwise performed or complied with any of the terms of this agreement, in whole or in part; or
  - becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
- UMMC may terminate this agreement with immediate effect upon written notice to Pulmonx, if Pulmonx:
  - has not performed or complied with any of the terms of this agreement, in whole or in part; or
  - becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; and
- by either party upon thirty (30) days written notice to the other party.

Contract Amount: The estimated total cost of the agreement is $750,000 over the two (2) year term. This includes a thirty percent (30%) increase in year two (2) to allow for patient volume growth.

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

Contractor Selection Process: The Pulmnox valves, catheters, and console qualify as clinical commodities under Miss Code Ann §31-7-l, 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 Pulmonx Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

19. **UMMC – REQUEST FOR APPROVAL TO AMEND A GROUNDS MAINTENANCE AND LANDSCAPE MANAGEMENT SERVICES AGREEMENT WITH ROTOLO CONSULTANTS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval of the second amendment to its Grounds Maintenance and Landscape Management Services Agreement (Agreement) with Rotolo Consultants, Inc. (RCI) to include grounds maintenance and landscape management services at the site of the new Children’s Hospital expansion location, as well as add indemnification requirements. UMMC also requests approval to amend the agreement as needed to add or remove locations without seeking prior Board approval as long as it does not increase the approved expenditure level.

**Contractor’s Legal Name:** Rotolo Consultants, Inc.

**History of Contract:** On June 15, 2017, the Board approved the Agreement with RCI for a term of five (5) years from July 1, 2017, through June 30, 2022. On October 18, 2018, the Board approved the First Amendment to the Agreement to add the following locations: Translational Research Center; School of Medicine; Flowood, Brandon and Northeast Well Centers; UP Belhaven; and the newly installed sidewalk area on UMMC’s Main Campus. The total cost of the amended five (5) year agreement is $2,650,028.04.

**Specific Type of Contract:** This is the Second Amendment to the Grounds Maintenance and Landscape Management Services Agreement.

**Purpose:** The purpose of the Second Amendment is to expand ground maintenance and landscaping services to include the new Children’s Hospital expansion location, as well as add indemnification requirements.

**Scope of Work:** RCI will continue to provide UMMC with the following maintenance services, which will include, but not limited to:

- Grass and brush cutting;
- Edging, trimming, pruning and fertilizing, including ryegrass overseeding;
- Sidewalk and street blowing;
- Shrub and flowerbed care;
- Planting of replacement trees and shrubs;
- Planting of annual color in the form of flowers, plants and/or shrubs twice yearly;
- Assisting UMMC staff in the monitoring of all landscape areas for proper irrigation;
- Watering of non-irrigated areas;
- Filling of ruts, holes and sink depressions in public lawn areas;
- Insect, disease and weed control, soil sampling;
- Pick-up and proper disposal of trash/debris throughout the service area to include lawn storm grates and ditches, and sidewalk culverts;
- Six (6) full time staff members on site throughout the year to include a full time project manager and Mississippi licensed chemical applicator;
- A working office on site;
- Equipment, chemicals, supplies, labor to perform services;
- Stone replacement and silt removal as needed in specific storm drain ditches;
- Weekly quality control inspections; and
- Corrective action as needed.

UMMC will provide the following services:
- UMMC will provide a site for RCI’s working office on campus;
- UMMC will be responsible for irrigation and watering of lawn areas and garden beds where sprinkler systems are installed, as well as maintenance for the same; and
- Replacement trees, shrubs, and other plantings, and mulch will be provided by UMMC, as necessary.

**Term of Contract:** The term of the amended Agreement remains five (5) years, from July 1, 2017, through June 30, 2022. The Second Amendment will become effective September 1, 2020, and remain in effect until the Agreement’s expiration.

**Termination Options:** Termination options include the following:
- By either party for any reason upon thirty (30) days written notice;
- In the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC; or
- By UMMC the event RCI fails to comply with the requirement of the Federal E-Verify program.

**Contract Amount:** The total cost of the amended Agreement is $2,691,318.26. After the First Amendment, the cost of the amended Agreement was $2,650,028. The Second Amendment will add an additional $1,876.83 per month for the remainder of the five (5) year term.

**Funding Source for Contract:** The Agreement will be funded by general funds.
Contractor Selection Process: UMMC is currently contracted with RCI.

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 Rotolo Consultants, Inc. and the University of Mississippi Medical Center for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

20. **UMMC -REQUEST FOR APPROVAL TO ENTER INTO A PRODUCT SERVICE PLAN AGREEMENT WITH STRYKER SALES CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Product Service Plan Agreement with Stryker Sales Corporation (Stryker) for the preventative maintenance, repair, and service of UMMC’s orthoscopic drills, neurosurgical drills, consoles and attachments used in surgical procedures for adult and pediatric patients. UMMC also requests permission to add or remove equipment under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to allow payment of service fees in advance on a monthly basis.

**Contractor’s Legal Name:** Stryker Sales Corporation

**History of Contract:** On August 16, 2018, the Board approved a two (2) year Product Service Plan Agreement with Stryker for the preventative maintenance, repair, and service of UMMC’s orthoscopic drills and surgical suction system for $377,916. The agreement will expire on August 31, 2020. UMMC also contracted with Stryker to provide service and maintenance for UMMC’s neurosurgical drills for a total cost less than $250,000, which did not require Board approval. The neurosurgical drills agreement will expire March 31, 2021. The proposed agreement will replace both of these prior agreements, superseding the neurosurgical agreement.

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

**Purpose:** The purpose of the agreement is for the preventative maintenance, repair, and service of UMMC’s orthoscopic drills, neurosurgical drills, consoles and attachments used in surgical procedures for adult and pediatric patients.

**Scope of Work:** Under the agreement, Stryker will perform support and maintenance services on UMMC-owned power tools, consoles and attachments and provide loaner
equipment to UMMC to use while Stryker is servicing, repairing and/or replacing
UMMC’s equipment.
Under the agreement, UMMC will adhere to routine maintenance instructions provided
by Stryker; and make sure that UMMC’s user personnel is familiar with the instructions
and contents of manuals and implement them accordingly.

Term of Contract: The term of the Agreement is twenty-four (24) months, beginning
September 1, 2020, and continuing through August 31, 2022.

Termination Options: Termination options include the following:
• by Stryker upon UMMC’s failure to pay timely;
• by Stryker if the equipment is used with accessories not manufactured by
  Stryker;
• by either party upon thirty (30) days’ written notice to the other party;
• by either party in the event the other party is excluded from a federal or
  state health care program; and
• automatically if Stryker becomes a business associate of UMMC, and the
  parties fail to negotiate an amendment to the Agreement to comply with
  HIPAA.

Contract Amount: The total estimated cost of the agreement is $575,000 over the two
(2) year term. Service fees are fixed at a flat monthly rate of $21,673.68, or $520,168.32
in total. UMMC has also included an additional ten percent (10%), or
$52,016.83, for services required but not included in the service plan, such as additional
shipping charges or non-covered repairs.

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

Contractor Selection Process: Stryker is the sole provider for the services provided
under this agreement for products manufactured by Stryker. Stryker is the only
authorized vendor that can return its equipment to original equipment manufacturer
(OEM) requirements.

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 Stryker Sales Corporation 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 AN ALL INCLUSIVE AGREEMENT WITH SYSMEX AMERICA, INC.**

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an All Inclusive Agreement with **Sysmex America, Inc.** (Sysmex) for the lease of three (3) Alifax instruments, as well as the purchase of related products and service. The instruments perform the Erythrocyte Sedimentation Rate test used in adult and pediatric patients to identify inflammation that helps physicians diagnose auto-immune diseases, such as rheumatoid arthritis and chronic kidney diseases. The test is also used to monitor disease severity and response to therapy. UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods and Services*, UMMC also requests a waiver to allow prepayment of service and products on a monthly basis.

Contractor’s Legal Name: Sysmex America, Inc.

History of Contract: UMMC is not currently contracted with Sysmex for the Alifax instruments. UMMC currently uses another platform to perform the Erythrocyte Sedimentation Rate test. UMMC is moving this test to the Sysmex instrumentation because it offers increased efficacy of the test, through a faster turnaround time, smaller sample size, and consistent result reporting.

Specific Type of Contract: This is a new All-Inclusive Agreement.

Purpose: The purpose of the agreement is to lease three (3) Alifax instruments, as well as purchase related reagents and service. The instruments perform the Erythrocyte Sedimentation Rate test used in adult and pediatric patients to identify inflammation that helps physicians diagnose auto-immune diseases such as rheumatoid arthritis and chronic kidney diseases. The test is also used to monitor disease severity and response to therapy.

Scope of Work: Under the agreement, Sysmex will provide three (3) Alifax instruments, service, and reagents to use with the instruments.

Term of Contract: The term of the agreement is five (5) years and two (2) weeks, from September 1, 2020, and ending on or about September 14, 2025 (five years after expected date of installation of the last piece of equipment).

Termination Options: The agreement may be terminated as follows:
- by UMMC upon ninety (90) days’ written notice to Sysmex;
by the non-defaulting party immediately for default and failure to cure such default;
by the affected party upon ten (10) days advance notice, if a force majeure event continues for more than sixty (60) days; and
in the event of a reduction of funds.

Contract Amount: The total estimated cost over the five (5) year term is $225,000. UMMC has included a fifteen percent (15%) increase in expected reagent purchases beginning in year two (2) to account for potential patient volume increases.

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

Contractor Selection Process: Sysmex is an approved vendor contracted with Vizient, UMMC’s primary group purchasing organization (GPO) pursuant to Miss. Code Ann. 31-7-13(m)(x).

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

22. UMMC -REQUEST FOR APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH THYSSENKRUPP ELEVATOR CORPORATION

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Platinum Premier Service Agreement with ThyssenKrupp Elevator Corporation (ThyssenKrupp) to provide elevator maintenance service for an additional fourteen (14) elevators: twelve (12) elevators located in the new Children’s Expansion and two (2) elevators in the new parking garage (Garage D) located on UMMC’s main campus. The total number of elevators covered under the amended agreement is 139 elevators located on UMMC’s main campus, the Belhaven facility, Holmes County Hospital and Clinics, and UMMC’s facility in Grenada, MS.

Contractor’s Legal Name: ThyssenKrupp Elevator Corporation
History of Contract: On October 19, 2017, the Board approved the agreement with ThyssenKrupp to provide elevator maintenance services for 125 elevators located on UMMC’s main campus, the Belhaven facility, Holmes County Hospital and Clinics, and UMMC’s facility in Grenada, MS. The term of the contract is five (5) years, from October 19, 2017, through October 31, 2022. The original estimated total cost of the agreement over the five (5) year term was $3,602,804.87.

Specific Type of Contract: This is the first amendment to the Platinum Premier Service Agreement.

Purpose: The purpose of the amendment is to add elevator maintenance services for fourteen (14) new elevators located on UMMC’s main campus: twelve (12) of the elevators in the new Children’s Expansion and two (2) elevators in the new parking garage (Garage D) located on UMMC’s main campus.

Scope of Work: Under the amended agreement, ThyssenKrupp will:
- Provide two (2) mechanics working 40 hours per week each;
- Perform all annual safety testing as required by code;
- Perform any necessary safety testing in patient care areas;
- Examine, lubricate, and adjust equipment to ensure optimum operation, smooth and efficient performance, and safe operation;
- Provide full coverage for parts repair and/or replacement on all components worn due to normal wear; and
- Provide technicians and engineers with the tools and knowledge to troubleshoot UMMC’s system and are available during normal business hours, as well as overtime.

UMMC will:
- Make available the current wiring diagrams for covered equipment;
- Keep the equipment under conditioned surveillance by competent personnel to detect irregularities;
- Provide a safe place to work and a suitable machine room for ThyssenKrupp staff; and
- Not permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement.

Term of Contract: The term of the agreement is unchanged with the amendment. The term of the amended agreement remains five (5) years, from November 1, 2017, through October 31, 2022.

Termination Options: Termination options include the following:
- In the event no funds are available to UMMC;
By either party for cause, given ninety (90) days written notice to first remediate all issues;
- In the event UMMC does not accept proposed price increases and the parties cannot resolve the dispute within fifteen (15) working days, UMMC may terminate for cause; and
- Failure by ThyssenKrupp to comply with the federal E-Verify Program.

**Contract Amount:** The total estimated cost of the amended agreement is $3,700,000. The total estimated cost of the original agreement over the five (5) year term was $3,602,804.87. The amendment includes an additional monthly cost of $3,344.72 throughout the remainder of the term. Any price increase under the agreement, including increased fuel costs and elevator examiner rate charges, are capped at three and one-half percent (3.5%) per year and subject to approval by UMMC.

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

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

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

23. **USM – REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH C.A. LITZLER CO., INC.**

**Agenda Item Request:** The University of Southern Mississippi requests Board approval to execute a customized equipment purchase with C.A. Litzler Co., Inc. for a Unidirectional Fiber Thermoplastic Tape Line for its School of Polymer Science and Engineering.

**Contractor’s Legal Name:** C.A. Litzler Co., Inc.

**History of Contract:** This is a new equipment purchase contract.
Specific Type of Contract: This is a purchase contract for highly customized equipment. It is subsequent to the sole source process followed by the university in accordance with Mississippi procurement regulations.

Purpose: The purpose of the contract is to acquire customized equipment essential to completing a research project. The University of Southern Mississippi (USM) has received funding to develop high performance thermoplastic composite tape materials comprised of specialty polymers that are reinforced with carbon fibers, and integrate these new polymers into the carbon fiber reinforcements in unusually high levels of quality and performance to advance structural performance requirements of these highly specialized materials to enhance the protection and performance of U.S. warfighters. For this reason, USM is purchasing a Unidirectional Fiber Thermoplastic Tape Line (UFTTL) to prepare these highly specialized materials within a rapid development infrastructure to meet the demands of strategic U.S. Department of Defense (DOD) requirements.

Scope of Work: The Contractor will provide the equipment in accordance with the agreed upon proposal.

Term of Contract: The term of the contract will be from the date of purchase order issuance until the system is delivered and accepted. The estimated completion time is six (6) to seven (7) months after receipt of order.

Termination Options: Termination for Lack of Funds. Since the obligation of USM to proceed under this agreement is conditioned upon the availability and receipt of funds to specifically perform the obligations set forth for USM under this agreement, the agreement may be terminated by USM, with or without cause, at any time upon thirty (30) days written notice to Contractor. It is understood and agreed that if the project is terminated or cancelled by USM, there would be a negotiated settlement for costs incurred by Contractor to-date, plus a reasonable profit.

Termination for Cause.

1. 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.
2. If the Purchaser fails to cure any default within 30 days after given notice thereof, Contractor shall have the right to terminate any agreement resulting herefrom by giving written notice to the Purchaser, all without prejudice to its right to recover for any damages that may have been sustained by it.

3. If a disagreement should arise between the Contractor and the Purchaser as to whether the work meets with the requirement of this Proposal, and the parties are unable to settle the same, it is agreed that the Contractor may, at its option, in addition to any other right or remedy which the Contractor may have by law or under the terms hereof, remove the Machinery from Purchaser’s premises and thereupon refund to Purchaser any amount theretofore paid by the Purchaser for the Machinery, and thereupon there shall be no further liability under this Proposal of either party to the other.

**Contract Amount:** The contract price for the equipment is $681,000. The freight to ship the equipment is estimated at $10,500, therefore the total estimated cost of the contract is $691,500. Terms of payment shall be based upon receipt of the following goods or services and subsequent invoicing: 30% due upon receipt of the initial customized machine drawing, 40% due upon receipt of full assembly approval drawings, and 30% upon receipt of equipment.

**Funding Source for Contract:** The funding for this purchase will come from the externally funded Army Research Laboratory Ballistics Polymers grant.

**Contractor Selection Process:** The University advertised in accordance with the approved state sole source procedures without any objections. The process was submitted to the Public Procurement Review Board for approval.

**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 Southern Mississippi and C.A. Litzler Co., Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

24. **IHL EXECUTIVE OFFICE – REQUEST FOR APPROVAL TO APPLY FOR AND RECEIVE A FY2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT AND TO DESIGNATE AN OFFICIAL REPRESENTATIVE**

The IHL Executive Office meets the requirements for a FY2020 Coronavirus Emergency Supplemental Funding grant from the Mississippi Department of Public Safety Division of Public Safety Planning. This grant will provide funds for preventing, preparing for,
and responding to the coronavirus, including the purchase of personal protective equipment, touchless plumbing fixtures and touchless entry doors.

Attachment A Office of Justice Programs Subgrant Standard Assurances of the grant specifically requires certification that the IHL Executive Office “possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant’s governing body, authorizing the filing of the application and acceptance of the grant, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.”

Therefore, Board Staff requests approval to apply for and receive a FY2020 Coronavirus Emergency Supplemental Funding grant through the Mississippi Department of Public Safety Division of Public Safety Planning. Board Staff also requests approval to agree to all obligations required in the grant acceptance documents upon satisfactory review of those acceptance documents by Board Legal and Finance Staff. Further, the Board Staff requests permission for Deputy Commissioner and Chief Administrative Officer Marcus Thompson to be designated as the official representative to act in connection with the application, to assign staff to implement the grant and provide additional information as may be required by the Department of Public Safety Division of Public Safety Planning. All documents required for acceptance of the grant will be reviewed by Board Legal and Finance Staff before the grant is accepted.

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

Board Policy §902, Initiation of Construction Projects

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

Board Policy §904(A), Board Approval

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

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

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

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

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

Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales.

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 205-309 – MSU Ice Plant Expansion**

   **Project Request:** Mississippi State University requests approval to initiate a project, MSU Ice Plant Expansion, and to appoint Engineering Resource Group, Inc. as the design professional.

   **Proposed Project Professional:** Engineering Resource Group, Inc.

   **Selection Method:** The requested design professional, ERG, is the mechanical engineer of record for the existing Ice Plant and has valuable information with respect to the design and operation of the existing Ice plant. MSU is seeking to retain ERG as the design professional on the Ice Plant project.
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. This project is needed to increase the cooling capacity of the existing ice plant to accommodate the future buildings being planned. Mississippi State is also requesting appointment of the design engineer of record on the existing plant to this project. The existing design engineer of record, ERG, has from the previous ice plant expansion, completed approximately 75% of the construction documents. By using this design professional, MSU is saving money on design fees.

Project Scope: Mississippi State University will preplan the project through contract documents for the expansion of the MSU Ice Plant on the campus of Mississippi State University. The existing Ice Plant consists of one centrifugal chiller, 12,000 ton-hours of ice tank storage, and associated equipment, piping and controls. The expansion project will enhance the plant’s capacity and reliability by adding a chiller, a second-story structure for additional storage tanks, cooling towers, pumps, valves, controls, piping and electrical infrastructure.

History of Project: The original Ice Plant was constructed in 2014 as part of the funding for the Old Main Academic Center. The Ice Plant provides cooling for the chilled water lines that circulate to various buildings on the MSU chilled water loop. The Ice Plant in 2014 was only partially constructed due to budget constraints. This project is a continuation of the original design intent to expand the Ice Plant to add an additional tonnage of cooling. MSU anticipates this cooling being needed for the new facilities that will be forthcoming.

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: August 20, 2020

Date of Original Construction: 2014

Date of Last Renovation: N/A
Proposed Project Budget: (Design Fees Only)  

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Total Project Budget: $ 88,000.00

Proposed Funding Source(s): Mississippi State University Plant O&M Funds ($88,000)

Staff Recommendation: Board staff recommends approval of this item.

2. MSU – IHL 413-001 – Ballew Hall Renovation

Project Request: Mississippi State University requests approval to initiate a project, Ballew Hall Renovation, and to appoint Belinda Stewart Architects as the design professional.

Proposed Project Professional: Belinda Stewart Architects

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

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

Project Scope: This project will provide repairs/renovations and capital improvements to Ballew Hall. Ballew Hall will be renovated to needed office and meeting space. The building has not been renovated since it was completed in 1965. The renovation will consist of interior spaces and exterior surfaces. New HVAC systems will be included along with updating to current ADA requirements.

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:  August 20, 2020

Date of Original Construction:  1965

Date of Last Renovation:  N/A

Proposed Project Budget:

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Proposed Funding Source(s):  SB 3065, Laws of 2019 ($3,987,500); HB 1730, Laws of 2020 ($7,935,000); MSU Funds ($77,500)

Staff Recommendation:  Board staff recommends approval of this item.

APPROVAL OF OTHER REAL ESTATE REQUESTS

3. MSU – Naming of the MSU Indoor Tennis Facility as the “Rula Tennis Pavilion”

Project Request:  Mississippi State University requests permission to name the new MSU Indoor Tennis Facility as the “Rula Tennis Pavilion”.

Purpose:  Mississippi State University is requesting to name the new 48,815 square foot facility that will feature six (6) indoor courts and elevated spectator seating.

Richard and Sherry Rula Bio:  In June 2020, Mr. and Mrs. Richard and Sherry Rula made a pledge of $2,000,000 to the Mississippi State University Athletic Department to support the men’s and women’s tennis teams and help build a new indoor tennis facility on the campus of Mississippi State University. This pledge will bring Richard and Sherry Rula’s total giving in support of these programs to over $2.5 million. This gift is in addition to faithful and generous support over many years to countless areas covering academic and athletic programs at Mississippi State.
These gifts have transformed the facilities for the student-athletes who compete at Mississippi State University into some of the best in the country at the collegiate level. The Indoor Tennis Facility at MSU, will include 6 full size courts, an elevated viewing area for fans, and a state-of-the-art practice and competition facility. Richard and Sherry’s support has had an immediate impact on our program and positioned our student-athletes for long-term success.

It is the intent of Mississippi State University and the MSU Athletic Department to permanently name the MSU Indoor Tennis Facility the Rula Tennis Pavilion at Mississippi State University. This naming is to honor and recognize Richard and Sherry for their continued and unwavering support of the tennis program at Mississippi State University.

Mississippi State University is acting in accordance with Board Policy §917 Naming of Buildings and Facilities, that requires Board approval to be obtained prior to naming or re-naming any institutional building or facility.

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

4. **MSU – Delete from Inventory – Building #1613 – AG Experiment Station – Verona, MS – Lee County**

**Project Request:** Mississippi State University requests approval to delete from inventory Building #1613 located at the AG Experiment Station in Verona, MS.

**Justification:** The building is a residence constructed in 1947 that is in poor condition and not economically feasible to renovate. The residence is no longer needed. The residence will be sold if possible or demolished and disposed.

The approval letter has been received from the Mississippi Department of Archives and History stating Building #1613 was not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the Office of Real Estate and Facilities. Mississippi State University is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

**Staff Recommendation:** Board staff recommends approval of this item.
5. **UM – IHL 207-463 – Lee Loop Electrical Easement - Granting of an Exclusive, Perpetual Utility Easement to the City of Oxford**

**Project Request:** The University of Mississippi requests permission to grant an exclusive and perpetual utility easement to the City of Oxford.

**Purpose:** Board approval is needed to execute the exclusive, perpetual utility easement between the University of Mississippi and the City of Oxford. The City of Oxford has requested a twenty (20) foot wide utility right of way easement running along and near the west side of Lee Loop and to the South of Highway 6. The easement will provide the perpetual right to construct, reconstruct, relocate, replace, remove, repair, install, and thereafter use, operate, inspect, repair, maintain, replace, and remove, an underground electrical distribution line.

**Property Description:** A twenty (20') foot wide utility easement located on the west end of Front Street. It is a parcel of land containing 0.353 acres and located in the SE ¼ of Section 30, Township 8 South, Range 3 West, City of Oxford, Lafayette County, Mississippi.

**Terms of Easement:** It is intended by this instrument to grant unto Grantee and Grantee’s servants, agents, employees and invitees, the perpetual right for the construction, placement, installation, operation and maintenance of an underground electrical line and other similar underground facilities, including, but not limited to, pipes, conduits, culverts, structures, and appurtenant equipment and facilities to be installed from time to time, together with the right to access, repair, replace, maintain, construct, improve, add to, enlarge, change the size of and remove such facilities or any of them from time to time, all at Grantee’s sole discretion and sole cost and expense (collectively, the “Underground Electrical Line Easement”).

Grantee and Grantee’s servants, agents, employees and invitees shall have the right to bore and/or trench as necessary for the installation of the underground electrical line, of such dimension and shape as those in charge of the installation deem advisable and shall have the right to dig in the ground at any time when it shall be advisable to do so in making repairs to the underground electrical line. Should Grantee deem it advisable to increase the capacity of the above described underground electrical line, or any portion thereof, this Easement shall remain in force and effect for such increase or increases in capacity the same as if repairs were being made so long as the new underground electrical line or lines follow the route of the original line.

Grantee and Grantee’s servants, agents, employees, and invitees shall have the right of ingress and egress at all times across and on all of the above described underground electrical line easement property while constructing and installing said
underground electrical line and in the continued, exclusive use of the property, including, without limitation to making repairs and/or inspection thereof.

Grantee shall have all rights and privileges reasonably necessary for the exercise of the easement described herein and the rights and purposes described herein. Grantee shall comply with all applicable governmental requirements in performing its work in the easement area, including, without limitation, those relating to stabilization and sediment and erosion control.

Grantor covenants and agrees that the consideration above described is accepted as full compensation for all damages to the conveyed easement property contemplated herein and caused by the exercise of any rights granted to said City by this instrument, except that the City shall remain liable for any direct physical damage caused to the remaining property of the Grantor by its construction forces or by the construction, installation, maintenance and repair of said underground electrical line.

**Termination Options:** This conveyance is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases, and licenses, easements and rights of way of record pertaining to Grantor’s property of which the easement is a portion. Grantor shall have the right to terminate the easement and all the rights granted herein any time after (6) months of continuous non-use of the easement and the easement area by Grantee. In the event of such termination, the easement shall be quitclaimed from the Grantee to the Grantor, without expense to the Grantor, and any and all interest in Grantor’s property conveyed in this easement shall automatically revert to Grantor or its successors or assigns, without the necessity of any further action to effect said reversion.

The University of Mississippi is acting in accordance with Board Policy §905(A), Real Estate Management, which requires prior Board approval for the execution of all leases, easements, oil and mineral leases, and timber sales. A copy of the legal description of the access easement is on file with the Office of Real Estate and Facilities.

**Staff Recommendation:** The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable. Board staff recommends approval of this item.
6. **UM – Transfer of Property to the City of Oxford -County Road 1033 – Oxford, MS**

**Project Request:** The University of Mississippi requests permission to finalize the transfer a 5.01 parcel acre of land known as County Road 1033 and associated right of way to the City of Oxford.

The value of this transaction to the University is threefold: 1) discharge any future potential of the University becoming obligated (and associated costs) to maintain the roadway; 2) relief from potential liability inherent in a public roadway; and 3) the goodwill gained by returning to the public (Lafayette County and the City of Oxford) the like value of the property that was originally abandoned by the County for the purpose of allowing the University to expand airport runway no. 9.

**Purpose:** The university is requesting permission to execute the quitclaim deed to formalize the transfer of County Road 1033 and associated right of way to the City of Oxford.

**Property Description:** A 5.01-acre parcel of land located, partly in the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), partly in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) and partly in the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 18, Township 8 South, Range 3 West in Lafayette County, Mississippi

**History:** Under the terms of an FAA /M-DOT and University of Mississippi grant, in 2003 the university constructed a county road (CR-1033) consuming 5.01 acres of this property. The road was accepted into the county road system when finished and the right-of-way was maintained by the county. Recently it has come to the university's attention, that a deed transferring ownership from the university to the county never took place. To compound this issue, the road has now been taken into the city limits by the City of Oxford, and they now maintain the right-of-way.

**Terms:** Grantor grants to Grantee all of Grantor’s interest in County Road 1033 and associated right-of-way, as shown on the attached plat marked Exhibit B, and to dedicate the same to the public for use as a public road. In furtherance of the intent of this conveyance, Grantee shall adopt a resolution accepting said conveyance and dedicating C.R. 1033 to the public for use as a public road.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities.
Staff Recommendation: The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable. Board staff recommends approval of this item.

7. UMMC – Approval of Sale of Property – University Wellness Center of Flowood – 2625 Courthouse Circle - Flowood, Mississippi

Project Request: The University of Mississippi Medical Center requests approval to sell real property located at 2625 Courthouse Circle, Flowood, Mississippi to Joseph Simpson at a sale price of $1,500,000 which is above the average of the two appraisals.

Purpose: The University of Mississippi Medical Center is seeking to sell the University Wellness Center of Flowood property located in Flowood, MS.

Appraisals: The University of Mississippi Medical Center received two independent property appraisals for the property. The first appraisal was in the amount of $1,510,000. The second appraisal was in the amount of $1,390,000. The average of the two appraisals was $1,450,000. The University of Mississippi Medical Center is selling the property for $1,500,000 which is above the average of the two appraisals.

Property Description: The property is University Wellness Center of Flowood located at 2625 Courthouse Circle in Flowood, Mississippi and contains 4.90 acres.

Terms: The University of Mississippi Medical Center will sell the real property for $1,500,000. The closing shall be held on a date mutually agreeable to the parties, no more than thirty (30) days following the expiration of the due diligence period.

Termination Options: The agreement may be terminated as follows:
• By either party in the event of default by the other and failure to cure the default within ten (10) days;
• By the purchaser if it is unable to acquire financing and suitable to its terms and needs;
• By either party in the event it is not satisfied with the average value of the two (2) appraisals; and
• If the sale is not approved by IHL.

Environmental Phase I: A Phase I Environmental Site Assessment (ESA) is not required for the sale of property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Mississippi Medical Center is
acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sale price of property shall be no less than the average of the two appraisals.

*Staff Recommendation:* The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable. Board staff recommends approval of this item.

8. **UMMC – Approval of Sale of Property – University Wellness Center of Brandon – 255 Mar-Lyn Drive - Brandon, Mississippi**

**Project Request:** The University of Mississippi Medical Center requests approval to sell real property located at 255 Mar-Lyn Drive, Brandon, Mississippi to Josh Thrash and Matt Williams at a sale price of $1,255,000 which is the average of the two appraisals.

**Purpose:** The University of Mississippi Medical Center is seeking to sell the University Wellness Center of Brandon property located in Brandon, MS.

**Appraisals:** The University of Mississippi Medical Center received two independent property appraisals for the property. The first appraisal was in the amount of $1,260,000. The second appraisal was in the amount of $1,250,000. The average of the two appraisals was $1,255,000. The University of Mississippi Medical Center is selling the property for $1,255,000 which is the average of the two appraisals.

**Property Description:** The property is University Wellness Center of Brandon located at 255 Mar-Lyn Drive in Brandon, Mississippi and contains 3.52 acres.

**Terms:** The University of Mississippi Medical Center will sell the real property for $1,255,000. The closing shall be held on a date mutually agreeable to the parties, no more than thirty (30) days following the expiration of the due diligence period.

**Termination Options:** The agreement may be terminated as follows:
- By either party in the event of default by the other and failure to cure the default within ten (10) days;
- By the purchaser if it is unable to acquire financing and suitable to its terms and needs;
- By either party in the event it is not satisfied with the average value of the two (2) appraisals; and
- If the sale is not approved by IHL.
**Environmental Phase I:** A Phase I Environmental Site Assessment (ESA) is not required for the sale of property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Mississippi Medical Center is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sale price of property shall be no less than the average of the two appraisals.

*Staff Recommendation:* The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable. 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, Jackson State University has submitted the following for the Board’s consideration.

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

Jackson State University requests approval of a consulting agreement between the university and Worth Thomas of W.T. Consultants, who will provide a full scope of legislative liaison services within the State of Mississippi, with such services designed to achieve the state agency and governmental relations goals of Jackson State University. The requested contract amount is $80,000.00 and will be paid from self-generated funds of the Jackson State University Foundation allocated for JSU Program Support. The Attorney General’s Office reviewed the contract and found same to be compliant with applicable law and Board policy.

Client List:

1. AT&T Services, Inc.
2. Altria Client Services LLC and its Affiliates
3. American Red Cross MS Region
4. Baptist Memorial Health Care Corp
5. Capitol Resources, LLC
6. Hinds County Board of Supervisors
7. GovEase
8. J5 GBL
GOVERNMENT RELATION SERVICES AGREEMENT

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

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

2. REQUIRED FILINGS. WTC shall register as a lobbyist, and file required periodic reports, for JSU with the Secretary of State of Mississippi relating to lobbying laws in Mississippi. WTC will also advise and assist JSU, at its request, in fulfilling all JSU-related reporting as required under State Lobbying laws.
3. TERM OF AGREEMENT. The Term of this Agreement shall commence on the date of execution of this Agreement and shall continue in full force to June 30, 2021, unless otherwise terminated as provided herein. This Agreement may be renewed for an additional period(s) upon written mutual agreement of both parties.

4. PAYMENT. Compensation for Services performed under this agreement shall be $80,000, payable in quarterly installments, as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30, 2020</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>December 31, 2020</td>
<td>$20,000.00</td>
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<tr>
<td>March 31, 2021</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>June 30, 2021</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

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

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

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

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

9. CLIENT IDENTIFICATION. WTC represents that it has disclosed a list of its clients as of the date that his Agreement is executed, and WTC agrees to disclose the identity of all new clients which are acquired by WTC during the term of this Agreement (and any extensions thereof) to IHL and JSU. If IHL or JSU determines that a conflict of interest exists in regard to clients of WTC, then JSU may elect to terminate this Agreement by written notification.
10. **CONFIDENTIALITY:** WTC and University mutually agree that during the course of this Agreement the other party may be exposed to Confidential Information (“Confidential Information”). WTC and University will hold in trust and confidence all Confidential Information received from the other party, will use such Confidential Information only in connection with the performance of its obligations under this Agreement, will not use such Confidential Information for its own benefit or to the other’s detriment, and will safeguard Confidential Information from unauthorized disclosure using the same degree of care as it takes to preserve its own confidential information, but in any event no less than a reasonable degree of care. The Parties further agree not to disclose any information obtained during the performance of this Agreement which release would be a violation of the Federal Family Educational Rights and Privacy Act. This provision shall survive termination or expiration of the Agreement for two (2) years.

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

12. **PROFESSIONAL LIABILITY INSURANCE:** WTC shall provide proof of professional liability insurance, malpractice and/or errors and omissions insurance coverage during the term of this agreement and attach same as Exhibit" A" hereto.

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

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

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

   c. **Conflict of Interest.** This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.
d. Records. The parties shall retain all records directly relating to this Agreement during the Agreement’s term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by University or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of the records shall be provided at Jackson State University in Jackson, Mississippi, upon request.

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

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

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

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

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

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

WT CONSULTANTS  JACKSON STATE UNIVERSITY
200 South Lamar Street, Suite 1057  Office of the President
P.O. Box 774  1400 J.R. Lynch Street
Jackson, MS 39205-0774  Jackson, MS 39217

____________________________  ____________________
Worth Thomas, Consultant   Thomas K. Hudson, J.D., Acting President
Tax I.D. N Umber: 16 –1655028
Date: ________________________  Date: ___________________________

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

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

JACKSON STATE UNIVERSITY
DEVELOPMENT FOUNDATION

By:_______________________________

Print Name

Title

Date:

STAFF RECOMMENDATION: Board staff recommends approval of this item.
2. JSU – APPROVAL TO CONTRACT WITH ARMSTRONG LAW, LLC AS OUTSIDE COUNSEL

Jackson State University requests approval to enter into a contract with Armstrong Law, LLC as outside counsel to provide services as needed in preparing labor certification applications, immigration applications, immigration petitions, and to provide immigration related services on behalf of the University for its employees who seek temporary or permanent residence status, as well as providing other related services. The term of this Agreement is one year beginning September 2020. The rates for services are set out in the Fee Schedule below with a maximum amount payable under the contract of $50,000. This firm carries errors and omissions professional liability insurance coverage in the amount of $1,000,000 per occurrence with a $1,000,000 annual aggregate. This request is pending approval by the Office of the Attorney General.

Summary of Legal Fees - Jackson State University

<table>
<thead>
<tr>
<th>Type of Immigration Processing</th>
<th>Attorney’s Fees¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent resident status (“green card”/immigrant) processing – labor certification required²</td>
<td></td>
</tr>
<tr>
<td>“Special handling” labor certification for faculty (teaching positions only) – using original recruitment</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>“Special handling” labor certification for faculty (teaching positions only) – re-recruitment³</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>“Basic recruitment” labor certification for non-teaching positions</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Audit response (if required by US Department of Labor)</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Immigrant petition for alien worker (I-140) – for employee</td>
<td>$2,800.00</td>
</tr>
</tbody>
</table>

¹ Exclusive of all required US Citizenship and Immigration Services filing fees and costs of recruitment (if required); all additional work, including assistance in ad placement, renewal applications for employment authorization or advance parole during the period the application for adjustment of status is pending, preparation for and attendance at interviews with immigration officers, or appeals of any denials of any immigration petition or application filed, will be billed at normal hourly rates (currently $275 an hour)

² Regulations require employer to pay all costs relating to labor certification, including all costs of recruitment.

³ Re-recruitment may be required if original ads do not meet US Department of Labor requirements or if labor certification is not filed within 18 months of date of offer letter.
<table>
<thead>
<tr>
<th>Type of Immigration Processing</th>
<th>Attorney’s Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application to adjust status (I-485) and related applications if applicable (I-944, I-765, I-131) for employee</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Application to adjust status (I-485) and related applications if applicable (I-944, I-765, I-131) for each dependent of employee</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Preparation for and attendance at USCIS interview</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Application to renew employment authorization and/or advance parole (per application)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Immigrant petition for alien worker (I-140) – for employee</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Application to adjust status (I-485) and related applications if applicable (I-944, I-765, I-131) for employee</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Application to adjust status (I-485) and related applications if applicable (I-944, I-765, I-131) for each dependent of employee</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Preparation for and attendance at USCIS interview</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Application to renew employment authorization and/or advance parole (per application)</td>
<td>$500.00</td>
</tr>
<tr>
<td>Immigrant petition for alien worker (I-140) – for employee</td>
<td>$6,000.00</td>
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<tr>
<td>Application to adjust status (I-485) and related applications if applicable (I-944, I-765, I-131) for employee</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Application to adjust status (I-485) and related applications if applicable (I-944, I-765, I-131) for each dependent of employee</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Preparation for and attendance at USCIS interview</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Temporary status (nonimmigrant) processing</td>
<td></td>
</tr>
<tr>
<td>H-1B “specialty occupation” petition</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

4 Employee may pay fees and costs because labor certification is not required for this process.
5 Employee may pay fees and costs because labor certification is not required for this process.
O-1 “extraordinary ability” petition $4,500.00
TN “NAFTA professional” petition $2,500.00
Application for Waiver of J-1 Foreign Residence Requirement (based upon state Conrad 30 program) $6,000.00
Application for Waiver of J-1 Foreign Residence Requirement (based upon extreme hardship) $6,000.00
Application to extend or change nonimmigrant status (for dependents of employee who are in the US in another nonimmigrant status) when filed with I-129 Petition for primary $500.00

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

3. JSU – APPROVAL TO CONTRACT WITH WARE | IMMIGRATION AS OUTSIDE COUNSEL

Jackson State University requests approval to enter into a contract with David Ware & Associates, LLC dba Ware|Immigration as outside counsel to provide services as needed in preparing labor certification applications, immigration applications, immigration petitions, and provide immigration related services on behalf of the University for its employees who seek temporary or permanent residence status, as well as providing other related services. The term of this Agreement shall commence in September 2020 and shall expire no later than one year thereafter, subject to renewal, if necessary. The fee schedule is set out below and the maximum amount payable under this contract is $50,000. This firm carries errors and omissions professional liability insurance coverage in the amount of $100,000 per occurrence with an aggregate of $300,000. This request is pending approval by the Office of the Attorney General.

Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes

- H-1B petition $2250.00*
- H-1B extension or amendment petitions (we handled original petition) $2250.00*
- H-1B withdrawal $200
- H-4 EAD (Employee may pay) $750

*additional legal fee of up to $2,500 may apply for substantive requests for evidence

6 Regulations require employer to pay all costs relating to H-1B filing, including attorney’s fees and filing fees (however, employee may pay “premium processing request” filing fee if desired).
TN petition or border/consulate processing $2250.00
TN extension petition (we handled original) $2250.00

E-3 petition or consular processing $2250.00
E-3 extension petition (we handled original) $2250.00

O-1 petition $4250.00
O-1 extension or amendment petition (we handled original) $3000.00

J-1 waiver (IGA or hardship) $6,000.00
J-1 waiver (Conrad) $6,000.00
J-1 waiver (no objection) $1500.00

I-539 Fee for Dependents (Employee may pay) $750

Permanent Residence Process with Labor Certification: Faculty

Special Handling labor certification $3000.00
(If position must be readvertised) $2500.00
Additional fee if audited $500-1500.00

Immigrant petition (I 140) $2500.00

Permanent Residence Process with Labor Certification: Non-Faculty

Labor certification $5000.00
Additional fee if audited $500-1500.00
Additional fee if subject to supervised recruitment $2500.00

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

NIW or OP/OR RFE or NOID: case by case determination up to $2500.00

Adjustment of Status (any Employment-Based Permanent Residence Matter)
Adjustment of status (AOS) and related applications (I-765, I-131, etc.), principal $2500.00

“Standalone” AOS and related applications, principal $3000.00

Adjustment of status and related applications, spouse, if together with principal application and I-140 $1500.00

Adjustment of status of each child, concurrent with I-140 $1000.00

“Standalone” adjustment of status, spouse (not concurrent with I-140) $2000.00

“Standalone” adjustment of status, child $2000.00

Reschedule biometrics appointment $150.00

Reschedule adjustment of status interview $150.00

I-485 J (standalone cases) $1500.00

Employment Authorization and Advance Parole Renewal

Employment Authorization Renewal per individual $500.00

Advance Parole Renewal per individual $500.00

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

Such matters will be billed at our hourly rates:

- David Ware per hour billed $350.00
- WI Partners per hour billed $250.00
- Associate Attorneys per hour billed $175.00
- Paralegals per hour billed $100.00

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

4. **UM – APPROVAL TO CONTRACT WITH HAND ARENDALL LLC AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to enter into a contract for professional services with the law firm of Hand Arendall LLC (“Hand Arendall”). Hand Arendall will provide the University legal advice and counsel on employment and labor matters, personnel policies and procedures, and workplace statutory compliance. The legal services that Hand Arendall will provide are not duplicative of any services provided by the University’s existing outside counsel. The hourly rate for Hand Arendall partner Mark T. Waggoner is $265.00. The hourly rate for attorney Christine Hart is $220.00 per hour. These rates are comparable to similarly qualified and experienced employment counsel. The total aggregate expenditures under the legal services agreement for FY 2021 will not exceed $50,000. The term of the proposed legal services agreement is from August 1, 2020 to July 31, 2021. This firm carries professional liability insurance in the
amount of $10,000,000 per claim and an annual aggregate or $20,000,000. The Attorney General has approved this request.

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

5. **UM – APPROVAL TO CONTRACT WITH THOMAS HORSTEMEYER, LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to enter into a contract for professional services with the law firm of Thomas|Horstemeyer, LLP (“T|H”). T|H will provide the University legal advice and counsel on Intellectual Property (IP) matters, including patent prosecution, trademarks, IP litigation, IP licensing, copyrights, transactions, and applications. The hourly rates for T|H attorneys range from $230 to $440 per hour. These rates reflect a 10% discount for the University and are comparable to similarly qualified and experienced intellectual property counsel. T|H will also handle certain transactional IP matters for a flat fee based on category of services, at an additional savings to the University. That fee schedule is set out below and in Appendix A attached to the contract for legal services. The total aggregate expenditures under the legal services agreement for FY 2021 will not exceed $250,000. The term of the proposed legal services agreement is August 1, 2020 to June 30, 2021. This firm carries professional liability insurance coverage in the amount of $5,000,000 per claim with an annual aggregate of $5,000,000. The Attorney General has approved this request.

Appendix A

**RATES**

**PREPARATION, FILING, AND PROSECUTION OF U.S. PATENT APPLICATIONS**

<table>
<thead>
<tr>
<th>Provisional Applications</th>
<th>Includes, where applicable:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Sheet Provisional Application</td>
<td>preparation of transmittal papers</td>
</tr>
<tr>
<td>S$500</td>
<td>review of application text provided to the Firm</td>
</tr>
<tr>
<td></td>
<td>filing of application</td>
</tr>
<tr>
<td></td>
<td>include 1 or 2 broad claims to broaden the scope of the disclosure</td>
</tr>
<tr>
<td>Category</td>
<td>Cost</td>
</tr>
<tr>
<td>----------</td>
<td>------</td>
</tr>
</tbody>
</table>
| Category 1 | $1500 | - preparation of transmittal papers and application text incorporating the invention disclosure  
- paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application  
- one revision by the inventor  
- informal figures  
- filing of application |
| Category 2 | $3000 | - preparation of transmittal papers and application text incorporating the invention disclosure  
- paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application  
- one revision by the inventor  
- informal figures  
- filing of application  
- one or more revisions by the inventor  
- in addition to the substantive information, the application has the look and feel of a non-provisional application so it can be used for marketing purposes filing of application  
- the figures may not be formal |
| Category 3 | $5000 | - preparation of transmittal papers and application text incorporating the invention disclosure  
- paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application  
- one revision by the inventor  
- informal figures  
- filing of application  
- one or more revisions by the inventor  
- more complete claim set |
In addition to the substantive information, the application has the look and feel of a non-provisional application so it can be used for marketing purposes filing of application.

<table>
<thead>
<tr>
<th>Category 4</th>
<th>Includes, where applicable:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7500</td>
<td>- preparation of transmittal papers and application text incorporating the invention disclosure</td>
</tr>
<tr>
<td></td>
<td>- paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application</td>
</tr>
<tr>
<td></td>
<td>- one revision by the inventor</td>
</tr>
<tr>
<td></td>
<td>- informal figures</td>
</tr>
<tr>
<td></td>
<td>- filing of application</td>
</tr>
<tr>
<td></td>
<td>- one or more revisions by the inventor</td>
</tr>
<tr>
<td></td>
<td>- the figures may not be formal</td>
</tr>
<tr>
<td></td>
<td>- more complete claim set</td>
</tr>
<tr>
<td></td>
<td>- full claims sets</td>
</tr>
<tr>
<td></td>
<td>- multiple revisions by the inventor</td>
</tr>
</tbody>
</table>

Category 4 applications may be filed as a non-provisional application with limited effort if the invention is not changed. In addition to the substantive information, the application has the look and feel of a non-provisional application so it can be used for marketing purposes filing of application.

<table>
<thead>
<tr>
<th>U.S. Utility or PCT Patent Application</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Category 1</th>
<th>Includes, where applicable:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1000</td>
<td>- conversion of provisional application limited to formal issues</td>
</tr>
<tr>
<td></td>
<td>- review by the inventor</td>
</tr>
<tr>
<td></td>
<td>- simple inventorship determination</td>
</tr>
<tr>
<td></td>
<td>- preparation of transmittal papers</td>
</tr>
<tr>
<td></td>
<td>- filing of application</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Category 2</th>
<th>Includes, where applicable:</th>
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</thead>
<tbody>
<tr>
<td>$3500</td>
<td>- additional emphasis on claims and other formal issues</td>
</tr>
<tr>
<td></td>
<td>- review by the inventor</td>
</tr>
<tr>
<td></td>
<td>- simple inventorship determination</td>
</tr>
<tr>
<td></td>
<td>- preparation of transmittal papers</td>
</tr>
<tr>
<td>Category 3</td>
<td>Includes, where applicable:</td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------</td>
</tr>
</tbody>
</table>
| $5500      | - additional emphasis on claims and other formal issues  
- review by the inventor  
- simple inventorship determination  
- preparation of transmittal papers  
- filing of application  
- additional detail and claims  
- one or more revisions by the inventor  
- inventor interview  
- more complete claim set |

<table>
<thead>
<tr>
<th>Category 4</th>
<th>Includes, where applicable:</th>
</tr>
</thead>
</table>
| $8000      | - additional emphasis on claims and other formal issues  
- review by the inventor  
- simple inventorship determination  
- preparation of transmittal papers  
- filing of application  
- additional detail and claims  
- one or more revisions by the inventor  
- inventor interview  
- more complete claim set  
- full claim sets towards multiple embodiments  
- multiple revisions by the inventor  
- longer applications  
- numerous figures |

<table>
<thead>
<tr>
<th>Category 5</th>
<th>Including, where applicable:</th>
</tr>
</thead>
</table>
| $10,000    | - additional emphasis on claims and other formal issues  
- review by the inventor  
- simple inventorship determination  
- preparation of transmittal papers  
- filing of application  
- additional detail and claims  
- one or more revisions by the inventor |
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1</td>
<td>Includes, where applicable:</td>
</tr>
<tr>
<td>$300</td>
<td>• preparing, filing and reporting response to simple restriction requirement indicating election without traversal</td>
</tr>
<tr>
<td>Category 2</td>
<td>Includes, where applicable:</td>
</tr>
<tr>
<td>$700</td>
<td>• preparing, filing and reporting response to restriction requirement with group election and simple traversal</td>
</tr>
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## Response to Office Action/ Appeal Brief

The Parties will mutually agree upon the billing category of a response to office action or appeal brief before work on response or brief is authorized.

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| Patent Assignment Preparation and Recording      | $250     | - preparation of assignment and recordation cover sheet  
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|                                                  |          | - reporting filing and recordation of assignment |
| Information Disclosure Statement (simple/complex) | $250/$600| - preparation of list of publications and applications to be cited from relevant sources  
|                                                  |          | - preparation of transmittal papers  
|                                                  |          | - filing and reporting filed statement |
| Notice of Allowance and Issue Fee Payment         | $500     | - review and reporting of notice of allowance  
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|                                                  |          | - monitoring of issue fee payment due date  
|                                                  |          | - preparation and filing of issue fee transmittal  
|                                                  |          | - review of patent application for errors |
| Report Office Action/other Reporting letters/Formality Response | $150 | - reporting office action by email and monitoring of due date  
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**STAFF RECOMMENDATION:** Board Staff recommends approval of this item.
APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

Alcorn State University
Malinda Butler; Interim Dean, School of Education and Psychology; salary of $130,000 per annum, pro rata; E&G Funds; 12-month contract; effective August 1, 2020

Shirley D. Evers-Manly; Interim Dean, School of Nursing; salary of $165,000 per annum, pro rata; E&G Funds; 6-month contract; effective July 29, 2020

Mississippi University for Women
Shelley Bock; rehired retiree; Interim Department Chair of Education; salary $40,000 per annum, pro-rata; E&G Funds; 10-month contract; effective August 1, 2020

Mississippi Valley State University
Larry Chappell; rehired retiree; Professor of Social Sciences; salary $25,237 per annum, pro rata, E&G Funds; 9-month contract; effective August 10, 2020

Bettye Farmer; rehired retiree; Assistant Professor of English & Foreign Languages; salary $22,000 per annum, pro rata, E&G Funds; 9-month contract; effective August 10, 2020

Edgar Holman, Jr.; rehired retiree; Instructor of Math, Computer and Information Science; salary $28,439 per annum, pro rata; E&G Funds; 9-month contract; effective August 10, 2020

Roy Hudson; retired retiree; Assistant Professor English & Foreign Languages; salary $25,000 per annum, pro rata; E&G Funds; 9-month contract; effective August 10, 2020

John Johnson; rehired retiree; Special Assistant to Director of Mass Transit; salary $37,380 per annum, pro rata; Grant Funds; 12-month contract; effective July 1, 2020

Willie Totten; rehired retiree; Assistant Football Coach, Department of Athletics; salary $30,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2020

Gwendolyn Vaughn; rehired retiree; Instructor of Health, Physical Education and Recreation; salary $30,000 per annum, pro rata; E&G Funds; 9-month contract; effective August 10, 2020

Harvey Wardell; rehired retiree; Assistant Professor of Health, Physical Education and Recreation; salary $22,500 per annum, pro rata; E&G Funds; 9-month contract; effective August 10, 2020
Raymond Williams; rehired retiree; Professor of Math, Computer and Information Science; salary $33,102 per annum, pro rata; Grant and E&G Funds; 9-month contract; effective August 10, 2020

2. Change of Status

Alcorn State University
Linda Godley; from Director of Accreditation Assessment, Compliance and Evaluation Management, School of Nursing; salary of $132,879 per annum, pro rata; 12-month contract; to Interim Dean, School of Nursing; salary of $144,983 per annum, pro rata; E&G Funds; 1-month contract; effective July 1, 2020

Linda Godley; from Interim Dean, School of Nursing; salary of $144,983 per annum, pro rata; 1-month contract; to Director of Accreditation Assessment, Compliance and Evaluation, School of Nursing; salary of $132,879 per annum, pro rata; E&G Funds; 12-month contract; effective July 29, 2020

Ivan Banks; from Dean; School of Education and Psychology; salary $140,000 per annum, pro rata; E&G Funds; 12-month contract; to Professor of Education; Department of Education and Psychology; salary $85,000 per annum, pro rata; E&G Funds; 9-month contract; effective August 1, 2020

Mississippi University for Women
Jessica Harpole; from Director of Student Life; salary $53,884 per annum, pro rata; E&G Funds; 12-month contract; to Interim Vice President for Student Affairs and Dean of Students; salary $77,000 per annum, pro rata; E&G Funds; 12-month contract; effective June 1, 2020

Martin Hatton; from Associate Vice President for Academic Affairs, Head of Education & Outreach and Director of Graduate Studies; salary $112,000 per annum, pro rata; E&G Funds; 12-month contract; to Dean, School of Education & Director of Graduate Studies; salary $120,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2020

3. Sabbatical

University of Mississippi
FROM: Andrew Paney; Associate Professor of Music; from salary $64,147 per annum, pro rata; E&G Funds; 9-month contract; to salary $32,074 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development
[Originally approved by IHL Board February 19, 2020]
CORRECTED: Andrew Paney; Associate Professor of Music; from salary $64,147 per annum, pro rata; E&G Funds; 9-month contract; to salary $32,074 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development
4. **Tenure**

**Jackson State University**
Millard J. Bingham; *promotion to* Associate Professor; Department of Professional Interdisciplinary Studies; School of Lifelong Learning College of Education and Human Development; effective, July 1, 2020

Huie T. Cunningham; *promotion to* Associate Professor; Department of English, Modern Foreign Languages, and Speech Communications; College of Liberal Arts; effective, August 12, 2020

Jie Ke; *promotion to* Associate Professor; Department Professional Interdisciplinary Studies; School of Lifelong Learning; College of Education and Human Development; effective, August 12, 2020

**University of Mississippi**
Rhonda Hackworth; Associate Professor; Department of Music; effective August 20, 2020
1. **SYSTEM–APPROVAL OF FUNDING ALLOCATION FOR FY 2021**

At the June 2020 Board meeting, the Board approved allocations on a pro-rata basis to institutions for July and August 2020 based on the distribution approved for FY 2021. Since the June 2020 Board meeting, the Mississippi Legislature has provided appropriations for FY 2021. Board staff proposes to allocate appropriations for the full fiscal year 2021 on the same pro-rata basis used for July and August, adjusted for any Legislatively directed line items.

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

2. **SYSTEM- APPROVAL OF FY 2021 OPERATING BUDGETS**

At the June 2020 Board meeting, the Board approved expenditure authority for the months of July and August because appropriations from the Mississippi Legislature had not been approved at that time. Subsequently appropriations have been provided. The FY 2021 annual operation budgets are now submitted for approval by the Board. This is will be provided under separate cover.

**STAFF RECOMMENDATION:** Board staff recommends approval.

3. **SYSTEM-REQUEST FOR APPROVAL OF REVISION OF FISCAL YEAR 2022 PROPOSED FUNDING PRIORITIES**

Proposed revision to funding priorities are 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.

4. **SYSTEM – REQUEST FOR APPROVAL FOR FIRST READING FOR REVISION OF BOARD POLICY 707.01 - LAND, PROPERTY, AND SERVICE CONTRACTS**

A. Real Property, Personal Property and Service Contracts

Board approval prior to execution of the purchase contract is required for all real property acquisitions that exceed $100,000. An institution acquiring real property shall receive two appraisals prior to purchase, and the purchase price of the property shall not exceed the average of the two appraisals. Board approval prior to the execution of a contract for the sale of real property is required for all land sales regardless of sale price. An institution disposing of real property shall receive two independent appraisals. The sale
price shall be no less than the average of the two appraisals. Requests for Board approval of land contracts shall include property descriptions, terms of purchase, lease or sale and intended use of the property, if applicable. See Board Policy 905 (B) for environmental report requirements prior to the purchase or acceptance of real property from any source.

Board approval prior to the execution of easements or leases in an amount greater than $100,000 is required. However, Board approval is required for timber sales in an amount greater than $500,000 and prior to the execution of all easements, and of all oil, gas and mineral leases, regardless of amount. For sales of timber of an amount of $500,000 or less, the chair of the Real Estate Committee is authorized to approve sales on behalf of the Board upon satisfactory legal review and recommendation from the Commissioner. The Commissioner is authorized and empowered to approve non-oil, gas and mineral easements or leases in an amount equal to or less than $100,000. Board approval prior to execution of the contract is required for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000 except as set forth in Section D.

B. Legal Review and Approval (Real Property and all other Contracts)

Regardless of whether approval is required by the Board due to aggregate expenditure, all contracts entered into by the institutions shall be required to receive a review by legal counsel indicating whether the contract is in compliance with applicable laws; however, legal counsel may delegate its review to appropriate institutional personnel selected by counsel provided the applicable contract has a value of ten percent (10%) or less than such higher authorized levels of the aggregate total expenditures authorized for the applicable institution and counsel has previously approved a template or prescribed guidelines for the applicable contract to be followed by institutional personnel in conducting the review. Legal counsel may be either an attorney employed by the institution or an attorney assigned by the Attorney General’s Office.

C. Contract Review for Control Purposes (Real Property and all other Contracts)

The Commissioner shall annually engage the IHL Internal Audit Director and/or a Certified Public Accounting firm to review the internal controls of the following items relating to financial management of contracting systems:

- Pre-contracting and procurement processes, including, but not limited to:
  - Processes that identify applicable state laws and IHL Board policies prior to initiating a contract or procurement
  - Processes that require proper authorization and approval to enter into a contract or procurement
Processes that provide authorization prior to execution from appropriate state entities (i.e., IHL Board, Mississippi Department of Finance and Administration, Mississippi Department of Information Technology Services, Public Procurement Review Board, and/or Mississippi Secretary of State’s Office)

- Processes that provide a legal review of contracts and procurements to ensure that an adequate legal review occurs as defined by this policy
- Processes that provide quality control and oversight of the contracting process in place and its effectiveness
- Processes that identify duplicate goods and services and whether such can be consolidated for efficiencies

Post-contracting and procurement processes, including, but not limited to:

- Processes that ensure the management system is effectively and accurately capturing relevant financial information needed to monitor executed contracts for post-contract compliance such as overspending and activity on expired contracts
- Processes that ensure the contract management system is effective in monitoring
  - Receipt of goods and services
  - Proper negotiated prices for the goods and services are paid
  - Preventing deviation from contracted terms
- Processes that ensure the contract management system is effectively and accurately capturing discounts, rebates, contracted revenue, and that goods and services are received timely
- Processes that ensure timely payments of invoices

D. Possible Additional Delegation of Approval of Expenditure Contracts, Leases and Easements

The Commissioner shall receive and maintain the above Section C. findings and update the Board regarding same annually. The Commissioner shall be authorized and empowered to approve higher levels of aggregate total expenditures for contracts (excluding contracts for the sale and purchase of real property) that otherwise require approval by the Board, and, shall be authorized to further delegate the
Commissioner’s authority regarding easements and leases to the IEOs or their designee(s), provided that:

- The review of contracting management systems contained in this policy does not reveal significant impairments over internal controls
- The institution has maintained compliance with guidance provided by the Commissioner for the most recent 2 year period for adequate cash on hand, adequate annual coverage of debt service, and adequate reserves as provided in Board Policy 713 – Institutional Financial Sustainability contained in the audited financial statements

Should an institution fail to meet both of these criteria, the aggregate level of expenditures for contracts requiring approval by the Board shall remain at the level required by Section A. above and shall revert to the level required by Section A. above for any year in which an institution fails to meet both criteria as determined by the Commissioner. For institutions found compliant with the above provisions, the Commissioner is authorized and empowered to annually approve the following levels of aggregate expenditures for contracts that otherwise require approval by the Board under Section A. above:

- For Alcorn State University, Delta State University, Mississippi University for Women, and Mississippi Valley State University - up to $350,000
- For Jackson State University - up to $750,000
- For Mississippi State University, the University of Mississippi – Oxford, and the University of Southern Mississippi - up to $2,000,000
- For the University of Mississippi Medical Center - up to $3,500,000

The Commissioner shall evidence such higher authorized levels in writing annually to the Institutional Executive Officer. The Commissioner’s justification for granting such higher authorized levels shall be based upon the findings provided by the IHL Internal Audit Director and/or a Certified Public Accounting firm and upon compliance with Board Policy 713 – Institutional Financial Sustainability based upon financial statements audited by an external auditor. The Commissioner shall also be authorized and empowered to delegate approval of leases and easements of an amount equal to or less than $100,000 to Institutional Executive Officers, or their designee, based upon justification included in the findings. Management of contracting and procurement processes shall be an annual component of each Institutional Executive Officer’s performance evaluation.

E. Other Contracts

The Commissioner is authorized and empowered to approve renewals of service expenditure contracts if the original contract was previously approved by the Board of Trustees, and if the contract amount does not exceed 110% of the current contract. An
information item will be presented to the Board of Trustees monthly of any and all contracts approved by the Commissioner on behalf of an institution.

Board approval prior to execution of the contract is required for any bookstore, food service, or athletic concession contract projected to generate aggregate total revenues for a university of more than $250,000 or if the term of such contract exceeds four years. The Commissioner is authorized and empowered to approve renewal revenue contracts for bookstores, food service, or athletic concession contracts where the contract results in additional revenues to the institution. An information item will be presented to the Board of Trustees monthly of any and all contracts approved by the Commissioner on behalf of an institution.

Approval by the Board is not required for the following purchases: natural gas, utility services, entertainment services paid for with student fees and/or ticket sales receipts.

Institutional Executive Officers and the Commissioner are authorized and empowered to approve and execute on behalf of their respective institutions all other land, personal property and service contracts. All such contracts shall be executed in accordance with state law and board policy.


Staff Recommendation: Board staff recommends approval for first reading.

5. **SYSTEM – REQUEST FOR APPROVAL FOR FIRST READING FOR REVISION OF BOARD POLICY 905 – REAL ESTATE MANAGEMENT**

A. The Mississippi Code of 1972, as amended, allows all institutions of higher learning governed by the Board to purchase real property; however, only Alcorn State University, Mississippi State University, The University of Mississippi and The University of Southern Mississippi Gulf Coast Research Laboratory may sell land without seeking specific legislative approval. Alcorn State University, Mississippi State University, The University of Mississippi and The University of Southern Mississippi Gulf Coast Research Laboratory must still receive Board approval prior to selling real property. Delta State University, Jackson State University, Mississippi University for Women, Mississippi Valley State University and The University of Southern Mississippi must all receive specific Board and legislative approval to sell real property.
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.

Board approval prior to execution of the purchase contract is required for all real property purchases that exceed $100,000.

Prior Board approval is required for the execution of all leases, easements, oil, gas and mineral leases and timber sales.

Prior Board approval is required for the execution of all easements or non-oil, non-gas and non-mineral leases in an amount greater than $100,000. The Commissioner is authorized to approve leases (other than oil, gas and mineral leases) or easements in amounts equal to or less than $100,000. The Commissioner may further delegate the Commissioner’s approval authority regarding easements and leases to the applicable IEO or his/her designee(s) provided that the requirements of Policy 707.01 D. are met.

Board approval is required for timber sales in an amount greater than $500,000. For timber sales of an amount $500,000 or less, the Chair of the Real Estate Committee is authorized to approve sales on behalf of the Board upon satisfactory legal review and recommendation from the Commissioner.

Board approval prior to the execution of the contract is required for all other land contracts requiring an aggregate total expenditure of more than $250,000.

Requests 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.

(BT Minutes, 2/2007)

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

(BT Minutes, 6/2000; 2/2007)

Staff Recommendation: Board staff recommends approval for first reading.

6. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A TEXTILE SERVICES AGREEMENT WITH CROWN HEALTH CARE LAUNDRY SERVICES, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Textile Services Agreement with Crown Health Care Laundry Services, LLC (Crown) to provide specialized professional healthcare laundry services including linen, pickup and delivery, cleaning/processing, and distributing linen to UMMC facilities in a way that will achieve a high quality of services in a cost-effective manner. UMMC requests approval to add and remove items and facility locations under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level.

**Contractor’s Legal Name:** Crown Health Care Laundry Services, LLC

**History of Contract:** On August 20, 2015, the Board approved a five (5) year Textile Services Agreement with Crown for $16,331,640.95. The agreement will expire on August 31, 2020.

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

**Purpose:** To provide specialized professional healthcare laundry services including linen, pickup and delivery, cleaning/processing, and distributing linen to UMMC facilities in a way that will achieve a high quality of services in a cost-effective manner.

**Scope of Work:** Under the agreement, Crown will:
- pick up soiled linens at the designated UMMC locations;
- weigh soiled linens prior to leaving UMMC’s facilities and will record the weights in a log accessible to UMMC;
- launder the soiled linens and return the clean linens to UMMC;
- weigh the clean linens upon return, and record said weight;
be responsible for distributing laundered linens throughout UMMC facilities including placing carts in departments, loading scrub machines, and in cabinets;
- distribute linens twenty-four (24) hours per day/ seven (7) days per week;
- provide one supervisory employee for distribution services to coordinate the work of Crown’s distribution staff; and
- manage the scrub machines owned by UMMC.

Under this agreement, UMMC will:
- place all soiled linen to be picked up into closed bags;
- provide separate, secure areas at UMMC’s facilities for the storage of linens that are soiled and ready for pick-up and a separate, secure area for the storage of laundered linens that are ready for distribution; and
- provide carts for use by Crown in the distribution of laundered linens.

**Term of Contract:** The term of the agreement is five (5) years, from September 1, 2020, through August 31, 2025.

**Termination Options:** Termination options include the following:
- in the event of a reduction in funds;
- by Crown upon forty-five (45) days written notice if UMMC for nonpayment if UMMC does not cure within the forty-five (45) day notice period;
- by the parties upon mutual written consent;
- by UMMC for breach if Crown breach and does not remedy the breach within thirty (30) days of receiving notice of the breach;
- by either party upon ninety (90) day’s written notice after the first three (3) years of the agreement; and
- by Crown if UMMC fails to pay the fees in accordance with the agreement or breaches any of the other terms or conditions of this Agreement.

**Contract Amount:** The total estimated cost of the agreement is $18,150,000 over the five (5) year term. This includes a two and three quarter’s percent (2.75%) annual price increase beginning in year two (2).

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

**Contractor Selection Process:** UMMC sought proposals from three (3) vendors contracted with Vizient, UMMC’s primary group purchasing organization: Crown, Angelica Textile Services, Inc. (Angelica), and Westport Linen Services (Westport). While Angelica had a lower cost, Crown was selected for the following reasons: it has a current processing plant located in Mississippi, a backup support
distribution site (depot) also located in Mississippi, three (3) additional sites in the Southeastern United States available to support UMMC in case of an emergency, and it is currently certified by the Healthcare Laundry Accreditation Council (HLAC) and the Textile Rental Service Association (TRSA)

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 Crown Health Care Laundry Services, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

7. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH NATIONAL MARROW DONOR PROGRAM

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Transplant Center Participation Agreement with the National Marrow Donor Program (NMDP) to provide bone marrow transplant services, which allows UMMC to provide bone marrow, cord blood and peripheral blood stem cell from unrelated donors, and transplant services for both adult and pediatric patients with leukemia and other life-threatening blood diseases.

Contractor’s Legal Name: National Marrow Donor Program

History of Contract: On September 17, 2015, the Board approved a five (5) year agreement with NMDP for $9,278,334.98. The agreement will expire on September 30, 2020.

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

Purpose: The purpose of the agreement for the provision of bone marrow transplant services which will allow UMMC to continue to provide bone marrow, cord blood and peripheral blood stem cell from unrelated donors, and transplant services for both adult and pediatric patients with leukemia and other life-threatening blood diseases.

Scope of Work: Under the agreement, NMPD will:
- maintain a registry of potential sources of human leukocyte antigen (“HLA”) typed HSCs for transplantation into unrelated patients.
• conduct HSC searches and monitor the effectiveness and efficiency of its search process.
• coordinate the search activities of individual entities participating in the NMDP Network.
• provide training and education for one (1) Transplant Center Coordinator.
• provide patient advocacy services to patients in search of an unrelated source of HSCs.

Under the agreement, UMMC will:
• comply with the NMPD participation requirements;
• comply with federal human subject research requirements;
• maintain all patient records;
• provide appropriately trained staff; and
• comply with all federal, state, and local license, permits and accreditations required to run a transplant center.

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

**Termination Options:** Termination options include the following:
• by NMDP, upon thirty (30) days written notice, if it is determined that an activity of UMMC constitutes an immediate threat to the health or safety of a patient or donor, if the deficiency is not corrected to the reasonable satisfaction of NMDP;
• by NMDP if UMMC fails to comply with Participation Requirements, within thirty (30) days of notification;
• by mutual written agreement of the parties at any time;
• by either party at any time, upon sixty (60) days written notice to the other party;
• by the NMDP, upon thirty (30) days written notice, if its funding from the U.S. Government for this Agreement is terminated or materially reduced;
• by the NMDP upon immediate notification, in the event of the suspension or revocation of any relevant license, permit, certification or accreditation status of Transplant Center;
• by either party if the other party has materially breached or failed to perform any of its obligations under this Agreement, which breach or failure continues uncured for a period of thirty (30) days after written notice; and
• by either party upon insolvency or bankruptcy of the other party.

**Contract Amount:** The estimated of the agreement is $11,125,000 over the five (5) year term. This includes an annual increase in patient volume, as well as cost per patient beginning in year two (2).
Funding Source for Contract: The agreement will be funded by hospital patient revenue.

Contractor Selection Process: The NMDP is a congressionally supported registry service for voluntary donors and with an estimated 18,000,000 donors of healthy blood-forming cells registered, the NMDP is the largest registry available. Having a large registry from which to draw, increases the likelihood of finding a match for patients in need of a transplant.

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 Narrow Marrow Donor Program for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. UM – REQUEST FOR APPROVAL TO AMEND LEASE AGREEMENT WITH CROWN CASTLE TOWERS 06-2 LLC

Agenda Item Request: The University of Mississippi ("UM") requests that the Board of Trustees of State Institutions of Higher Learning ("IHL") approve the attached Amended Lease Agreement between UM and Crown Castle Towers 06-2 LLC.

 Contractors’ Legal Name: Crown Castle Towers 06-2 LLC ("Crown Castle").

History of Contract: UM and Crown Castle previously entered into a Lease Agreement on November 30, 2017 after it was approved by the IHL Board in June of 2017.

Specific Type of Contract: This is the first Amended Lease Agreement between UM and Crown Castle.

Purpose: UM previously entered into a lease agreement with Crown Castle on November 30, 2017. Crown Castle leased a 50 feet by 50 feet area of property on the University’s campus consisting of approximately two thousand five hundred (2500) square feet to construct a communications-related facility, including but not limited to tower structures, equipment shelters, fencing, meter boards and related improvements and structures. The lease included a sketch of the leased premises. Article IV of the lease agreement specified that an “as-built” survey that depicted and identified the boundaries of the leased premises and access rights, as defined in the lease, would be attached and incorporated into the lease once completed. The “as-built” survey is now complete. The Parties therefore seek to amend the lease agreement to incorporate and attach the survey as lease exhibit, and to record the Amended Lease with the Lafayette County Recorder of
Deeds. The Parties also seek to amend the agreement to include complete agreement, force majeure, and choice of law provisions.

**Scope of Work:** Not Applicable.

**Term of Contract:** The commencement date for the Amended Lease is August 20, 2020. The initial term of the Amended Lease is for five (5) years with four (4) 5-year renewal terms, which are subject to UM’s right of termination, ending on August 19, 2045.

**Termination Options:** UM may terminate the Amended Lease for any reason by providing Crown Castle ninety (90) days’ notice.

**Contract Amount:** Forty percent (40%) of the cell carrier revenue for providers on the tower along with forty percent (40%) of any lease increases if Crown Castle Towers 06-2 LLC gets a yearly escalator from the sublease agreements with the carriers will be paid to the University.

**Funding Source for Contract:** Not Applicable.

**Contractor Selection Process:** Not Applicable.

**Staff Recommendation:** Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement between the University of Mississippi and Crown Castle Towers 06-2 LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. **MVSU- REQUEST TO AMEND A FOOD SERVICES AGREEMENT WITH THOMPSON HOSPITALITY SERVICES, LLC**

**Agenda Item Request:** Mississippi Valley State University (MVSU) requests approval to amend the amended and restated food service management agreement with Thompson Hospitality Services, LLC.

**Contractor’s Legal Name:** Thompson Hospitality Services, LLC

**History of Contract:** MVSU entered into a mutual agreement with Thompson Hospitality Services, LLC that began on June 10, 1999. Since that time, this agreement has been amended three times – Amendment 1 – July 1, 2004, Amendment 2 – October 1, 2008, and Amendment 3 – June 16, 2011.
Specific Type of Contract: This is a food services management agreement.

Purpose: The purpose of this amendment is to change certain terms, specifically investment by the vendors, pricing, establishment of funds for repairs and maintenance.

Scope of Work: This amendment requires THS to provide:
- Providing for repairs and maintenance $82,000 to $66,625
- Scholarship $15,000 to $12,188
- Client agrees to reimburse THS for all fixed operating expenses during the period while services are ceased.

Term of Contract: With the original agreement (Amendment 3), the agreement began June 16, 2011 and ends June 15, 2021.

Termination Options:

The agreement may be terminated for the following:
- MVSU shall afford Thompson Hospitality Services, LLC the opportunity of a sixty (60) day period to cure any defect under this agreement
- This agreement may be terminated by either party after 9- days operation giving the other not less than 30 days written notice.

Contract Amount: Not to exceed Two Million One Hundred Thousand Dollars ($2,100,000.00)

Funding Source for Contract: Students fees collected for dining.

Contractor Selection Process: The original agreement commenced in 1999. Since that time, Thompson Hospitality Services, LLC has provided exceptional service to MVSU.

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

10. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A POINT OF CARE AGREEMENT WITH ABBOTT LABORATORIES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Point of Care Agreement with Abbott Laboratories, Inc. (Abbott) for the rental of fifteen (15) i-STAT analyzers, service for the leased analyzers, service for thirty-one (31) UMMC-owned analyzers, and the
purchase of regents and related supplies needed for diagnostic testing. The analyzers and associated supplies are used by UMMC to provide real-time lab results within minutes to test a patient’s blood gases, electrolytes (sodium, potassium, etc.), Human Chorionic Gonadotropin (HCG), and troponin levels. UMMC also requests approval to add or remove reagents and related supplies under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level.

**Contractor’s Legal Name:** Abbott Laboratories, Inc.

**History of Contract:** On August 20, 2015, the Board approved a five (5) year agreement with Abbott for a total of $3,686,231.51 for the purchase of consumables to be used with the Abbott i-STAT system. On November 16, 2017, the Board approved an amendment to the agreement to increase the annual cartridge purchase commitment in exchange for fifteen (15) new i-STAT systems and lower cartridge pricing. This increased the total cost of the agreement by $637,572.25 for an amended total of $4,323,803.76. The agreement expires on August 31, 2020.

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

**Purpose:** The purpose of the agreement is to rent fifteen (15) i-STAT analyzers and to purchase service for the leased analyzers, service for thirty-one (31) UMMC-owned analyzers, and reagents and related supplies needed for diagnostic testing. These analyzers and associated supplies are used by UMMC to provide real-time lab results within minutes to test for things such as a patient’s blood gases, electrolytes (sodium, potassium, etc.), HCG, and troponin levels.

**Scope of Work:** Under the agreement, Abbott will provide fifteen (15) iSTAT Analyzers; service for both the leased and UMMC-owned i-STAT analyzers; and reagents and related supplies for use with the instruments. Under the agreement, UMMC will purchase an annual volume commitment of commodities in order to obtain title to the fifteen (15) rented i-STAT analyzers.

**Term of Contract:** The term of this agreement is three (3) years, from September 1, 2020, through August 31, 2023.

**Termination Options:** Termination options include the following:
- by Abbott in the event UMMC does not, or notifies Abbott it does not intend to, fulfill ninety percent (90%) of the purchase commitment in any calendar year;
- by either party upon ninety (90) days’ written notice, prior to the first day of each of contract year, after the second year of the agreement;
- If either party breaches any of the terms of this Agreement, the other party may, in its discretion and without further liability, immediately terminate this agreement;
• by Abbott immediately if UMMC resells the equipment or products or does not use the products as indicated; and
• in the event of a reduction in funds.

**Contract Amount:** The total estimated cost for the three (3) year term is $3,175,000. This includes a fifteen percent (15%) annual increase beginning in year two (2) for potential patient volume and price increases.

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

**Contractor Selection Process:** Abbott is an approved vendor contracted with Intalere, 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 Abbott Laboratories, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

11. **USM – REQUEST FOR APPROVAL TO ENTER INTO A SERVICE CONTRACT WITH THE UNIVERSITY OF SOUTHERN MISSISSIPPI RESEARCH FOUNDATION, INC.**

**Agenda Item Request:** The University of Southern Mississippi requests Board approval to execute a service contract with The University of Southern Mississippi Research Foundation (“USMRF”) for Blue Tech Accelerator Critical Infrastructure Phase I.

**Contractor’s Legal Name:** University of Southern Mississippi Research Foundation, Inc.

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

**Specific Type of Contract:** Service Contract
Purpose: The purpose of the contract is to provide for the first phase of critical infrastructure for the Blue Tech Accelerator Program. A summary of the Blue Tech Accelerator Program is attached as Exhibit 1 to the contract.

Scope of Work: USMRF will identify, obtain access, and facilitate the utilization of critical infrastructure required for the Blue Tech Accelerator, and manage the use and operation of such infrastructure.

Term of Contract: The period of performance for the work is September 1, 2020 through August 31, 2022.

Termination Options: The agreement may only be terminated during the period of performance by written amendment to the agreement by the parties.

Contract Amount: The University will reimburse USMRF for actual costs incurred by USMRF to accomplish the Scope of Work in amounts not to exceed $700,000.

Funding Source for Contract: Funds obtained by the University under the Gulf of Mexico Entergy Security Act of 2006 Public Law 109-432 (“GOMESA”) through a Memorandum of Understanding with the Mississippi Department of Marine Resources to support new technologies, research development, testing, evaluation, and implementation, will be used to fund this contract.

Contractor Selection Process: N/A.

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 Southern Mississippi and University of Southern Mississippi Research Foundation, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
1. **UMMC – APPROVAL TO SETTLE TORT CLAIM**

   The University of Mississippi Medical Center is seeking Board approval for settlement of Tort Claim number 3340.

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

   The University of Mississippi Medical Center is seeking Board approval for settlement of Tort Claim number 3345.
1. **SYSTEM – CERTIFICATE PROGRAMS**
   
   **A. INTENT TO OFFER**
   
   **1. MSU –** Program title: **Certification in Behavior Analysis**
      Responsible academic unit: Counseling, Educational Psychology, and Foundations
      Level: Post-master’s
      Total credit hours: 21
      CIP code: 42.2806
      Effective date: August 2020
      Rationale: This certificate program will offer a seven course Verified Course Sequence (VCS) from the Applied Behavior Analysis International (ABAI)/Behavior Analysis Certification Board (BACB) meeting the minimum course work criteria leading toward licensure as a Board Certified Behavior Analyst (BCBA) and a Mississippi Licensed Behavior Analyst. Those interested must have an existing Master’s in psychology or education, per ABAI/BACB requirements.

2. **SYSTEM – INTENT TO OFFER AN EXISTING DEGREE PROGRAM BY DISTANCE LEARNING**
   
   **A. DSU – Master of Professional Accountancy (MPAC)**
      Total credit hours: 30
      CIP code, sequence: 52.0301, 4437
      Cost to offer by distance learning: $3,000
      Number of students expected to enroll in first six years: 79
      Number of students expected to graduate in first six years: 100
      Effective date: August 2020

   **B. MSU – Master of Science (MS) in Educational Psychology**
      Total credit hours: 31
      CIP code, sequence: 42.2806, 4093
      Cost to offer by distance learning: $10,000
      Number of students expected to enroll in first six years: 180
      Number of students expected to graduate in first six years: 140
      Effective date: August 2020

   **C. MSU – Master of Science (MS) in Sustainable Bioproducts**
      Total credit hours: 30
      CIP code, sequence: 3.0509, 4074
      Cost to offer by distance learning: $150,033
      Number of students expected to enroll in first six years: 70
      Number of students expected to graduate in first six years: 20
      Effective date: August 2020
D. MSU – Doctor of Philosophy (PhD) in Instructional Systems and Workforce Development
Total credit hours: 90 (after BA)
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: August 2020

E. UM – Doctor of Education (EdD) with an emphasis in Higher Education
Total credit hours: 48
CIP code, sequence: 13.0101, 1033
Cost to offer by distance learning: $60,780 (Costs associated with taking program online involve costs for video closed captioning to enhance accessibility and for instructional technology support to enhance uniformity of presentation in the learning management system.)
Number of students expected to enroll in first six years: 120
Number of students expected to graduate in first six years: 80
Effective date: August 2020

3. SYSTEM – APPROVAL OF DEGREES TO BE CONFERRED IN AUGUST 2020
Per Board Policy 510: Awarding of Degrees: “Degrees granted by institutions under the governance of the Board are awarded by and with the consent of the Board and are countersigned by the President of the Board. Recommendations for the awarding of degrees to students by the various institutions must be made no later than the Board meeting prior to the commencement at which such awards will be made. Board approval represents permission to award degrees if all requirements are met and does not constitute direction to award a degree. In an exceptional case where a student is in all respects qualified for degree and Board approval has not been obtained, the Commissioner is authorized to provide administrative approval to award the degree. In such cases, the Commissioner must formally notify the Board at the meeting immediately following the commencement at which the degree was awarded.”
In accordance with Board policy, in July 2020, the Commissioner approved Delta State University, Jackson State University, Mississippi State University, Mississippi University for Women, University of Mississippi, University of Mississippi Medical Center, and University of Southern Mississippi to award degrees in August 2020 at the levels below, provided each candidate has met all degree requirements.

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Jackson State University

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**Graduate**

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**University of Mississippi Medical Center**

**Undergraduate**

- Bachelor of Science in Radiologic Sciences
  - 1
- Bachelor of Science in Nursing
  - 80

**Graduate/Professional**

- Master of Health in Informatics & Information Management
  - 2
- Master of Occupational Therapy
  - 1
- Master of Science in Biomedical Sciences
  - 4
- Master of Science in Population Health Science
  - 2
- Master of Science in Nursing
  - 4
- Doctor of Health Administration
  - 1
- Doctor of Medicine
  - 1
- Doctor of Nursing Practice
  - 9
- Doctor of Philosophy
  - 7

**Total Undergraduate Degrees**

- **81**

**Total Graduate/Professional Degrees**

- **31**

**Total Degrees**

- **112**

**University of Southern Mississippi**

**College of Arts and Sciences**

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*The System total for August 2020 represents an increase of 109 graduates from August 2019. Summer 2019 = 3445*

**STAFF RECOMMENDATION:** Board staff recommends items 1 – 3 be accepted as information.
1. **UMMC – AGREEMENT WITH CAPSULE TECH, INC WITH THE MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES ACTING AS CONTRACTING AGENT**

   **Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval for the Mississippi Department of Information Technology Services (ITS), as contracting agent for UMMC, to enter into Amendment #3 to the Smartlinx Medical Device Information System Agreement with **Capsule Tech, Inc.** (Capsule) to add additional hardware and licenses to the existing agreement. The Capsule agreement is for the SmartLinx device integration software and associated hardware that allows UMMC to integrate various medical devices into Epic.

   **Contractor’s Legal Name:** Capsule Tech, Inc.

   **Specific Type of Contract:** This is Amendment #3 to the Smartlinx Medical Device Information System Agreement.

   **Purpose:** The purpose of Amendment #3 is to add licensing for additional items and add new hardware to the existing agreement. The agreement provides SmartLinx device integration software and associated hardware that allows UMMC to integrate various medical devices into Epic.

   **Term of Contract:** The term of the amendment is twenty-seven (27) months, from April 20, 2020, through June 30, 2022. The total term of the amended agreement is six (6) years, from July 1, 2016, through June 30, 2022.

   **Contract Amount:** The cost of Amendment #3 is $329,085.12. The total cost of the agreement is $1,821,106.52.

2. **UMMC – AGREEMENT WITH WORKDAY, INC. WITH THE MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES ACTING AS CONTRACTING AGENT**

   **Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval for the Mississippi Department of Information Technology Services (ITS), as contracting agent for UMMC, to enter into Order Form 00204541.0 under the current Master Subscription Agreement with **Workday, Inc. (Workday).** Order Form 00204541.0 will provide media cloud services to UMMC, which will enhance and improve the end-user experience in Workday.

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

   **Specific Type of Contract:** This is Order Form 00204541.0 to the current Master Subscription Agreement.
Purpose: The purpose of Order Form 00204541.0 is to provide media cloud services to UMMC, which will enhance and improve the end-user experience in Workday.

Term of Contract: The term of the Order Form is one (1) year, from May 5, 2020, through May 4, 2021.

Contract Amount: There is no cost for this order form. The total cost of the Master Subscription Agreement remains $11,172,957.00.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE ` JUNE 18, 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.
ALCORN STATE UNIVERSITY

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #5

Board staff approved Change Order #5 in the amount of $13,356.21 and twenty-one (21) additional days to the contract of Flagstar Construction.

Approval Status & Date: APPROVED, June 12, 2020

Change Order Description: Change Order #5 includes the following items: added raceways and lighting; and twenty-one (21) days to the contract.

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

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $55,311.67.

Project Initiation Date: June 20, 2013
Design Professional: Allred Stolarski Architects
General Contractor: Flagstar Construction
Total Project Budget: $23,200,000.00

MISSISSIPPI STATE UNIVERSITY

2. MSU-GS 105-355 – Engineering & Science Complex

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the amount of $70,089.81 and twenty-four (24) additional days to the contract of West Brothers Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.
Approval Status & Date: APPROVED, June 23, 2020

Change Order Description: Change Order #7 includes the following items: revised the acid waste storage tank to include a vehicular grade lid; added a sliding markerboard in a room; revised the electrical receptacles and data outlets; added emergency stop buttons for the boilers; added millwork, a sink, and associated piping in a work room; revised the shower pan and surround in a bathroom; and twenty-four (24) days to the contract.

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

Total Project Change Orders and Amount: Seven (7) change orders for a total amount of $1,066,247.09.

Project Initiation Date: June 18, 2015
Design Professional: Eley guild Hardy Architects – Jackson, P.A.
General Contractor: West Brothers Construction, Inc.
Total Project Budget: $34,000,000.00

3. MSU- GS 113-141– ADS & Poultry Complex, Phase II

Approval Request #1: Change Order #3

NOTE: This is a Bureau of Building project

Board staff approved Change Order #3 in the amount of $29,013.60 and one hundred seven (107) additional days to the contract of Amason & Associates, Inc.

Approval Status & Date: APPROVED, June 18, 2020

Change Order Description: Change Order #3 includes the following items: re-circuited outlets in the animal room; relocated the lectern floor box in the tiered classroom; modified steel supporting the cast stone at the SE corner of the building; revised three (3) doors to omit access control, revised to the manual office sets; revised a door to add an access control; added three (3) wood-trimmed boxes at the ridge of the connector upper ceiling to support and mount large pendant light fixtures; soil treatment at four (4) live oak trees; and thirty (30) weather related days to the contract.

Change Order Justification: These changes were necessary due to errors and omissions in the plans & specifications; and user/owner requested modifications.
Total Project Change Orders and Amount: Three (3) change orders for a total amount of $272,281.81.

Project Initiation Date: December 10, 2019
Design Professional: McCarty Architects, P.A.
General Contractor: Amason & Associates, Inc.
Phased Project Budget: $13,200,000.00
Total Project Budget: $27,500,000.00

4. MSU- IHL 205-283– Addition and Renovation to Humphrey Coliseum

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Dale Partners.

Approval Status & Date: APPROVED, July 31, 2020

Project Initiation Date: June 16, 2018
Design Professional: Dale Partners
General Contractor: TBD
Total Project Budget: $50,000,000.00

5. MSU- IHL 205-284 – Catalpa and Sand Creek Wastewater Lift Station Improvements

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $25,032.05 and eight (8) additional days to the contract of Hemphill Construction Company, Inc.

Approval Status & Date: APPROVED, July 17, 2020

Change Order Description: Change Order #1 includes the following items: installed mortar clad sufficient to increase the coating thickness to 3/8” to ½” over all walls, ceiling and 6 inches out from walls on the floor of the Catalpa Pump Station Wetwell; and eight (8) days to the contract.

Change Order Justification: These changes were necessary due to latent job site conditions; and days for work as indicated herein.
Total Project Change Orders and Amount: One (1) change order for a total amount of $25,032.05.

Project Initiation Date: April 21, 2016  
Design Professional: Clearwater Consultants, Inc.  
General Contractor: Hemphill Construction Company, Inc.  
Total Project Budget: $3,400,000.00

6. MSU- IHL 205-289– Bulldog Way

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $6,857,967.75 to the apparent low bidder, Burns Dirt Construction, Inc.

Approval Status & Date: APPROVED, June 26, 2020

Approval Request #2: (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on July 7, 2019 to grant three easements to Campus View Drive Associates, LLC to construction of the new Bulldog Way roadway on the MSU campus.

Interim Approval Status & Date: APPROVED, July 7, 2020

Project Initiation Date: December 10, 2019  
Design Professional: Pickering Firm  
General Contractor: Burns Dirt Construction, Inc.  
Total Project Budget: $10,000,000.00

7. MSU- IHL 205-291– Transit Facility

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Shafer Zahner Zahner

Approval Status & Date: APPROVED, June 18, 2020

Approval Request #2: Advertise
Board staff approved request to advertise for receipt of bids.

**Approval Status & Date:** APPROVED, June 18, 2020

**Project Initiation Date:** April 18, 2019

**Design Professional:** Shafer Zahner Zahner

**General Contractor:** TBD

**Total Project Budget:** $4,500,000.00

8. **MSU- IHL 205-297– Butler Hall Mechanical, ADA Improvements & Exterior Window Replacement**

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

Board staff approved the Schematic Design Documents as submitted by Cooke Douglass Farr Lemons Architects & Engineers.

**Approval Status & Date:** APPROVED, June 18, 2020

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

Board staff approved the Design Development Documents as submitted by Cooke Douglass Farr Lemons Architects & Engineers.

**Approval Request #3: Contract Documents**

Board staff approved Contract Documents as submitted by Cooke Douglass Farr Lemons Architects & Engineers, P.A.

**Approval Status & Date:** APPROVED, July 17, 2020

**Approval Request #4: Advertise**

Board staff approved request to advertise for receipt of bids.

**Approval Status & Date:** APPROVED, July 17, 2020

**Project Initiation Date:** December 5, 2019

**Design Professional:** Cooke Douglass Farr Lemons Architects & Engineers

**General Contractor:** TBD
Total Project Budget: $3,500,000.00

9. **MSU- IHL 205-300 – Summer 2020 Various Parking Lots**

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

   Board staff approved Change Order #1 in the amount of $32,959.35 and nine (9) additional days to the contract of Gregory Companies, LLC dba Murphree Paving.

   **Approval Status & Date:** APPROVED, July 24, 2020

   **Change Order Description:** Change Order #1 includes the following items: excavated and removed existing material; replaced with one (1) layer of geo fabric, eighteen (18) inches of crushed concrete, and 3.5 inches of base course asphalt, overlaid overtop of repair as originally planned with 1.5 inches of surface course asphalt; demolished existing curb that is impending proper drainage, form, place, finish, and wreck 24” curb and gutter using 3,500 psi PCC; demolished and replace curb and gutter necessary to install pipe and SS2 inlet structure; set and backfilled precast concrete inlet structure; regraded disturbed and eroded area around the new inlet structure and solid sod for the Zacharias Village; revised the milling at the Zacharias Village; edged milling around the curb islands instead of milling the whole parking lot; and nine (9) days added to the contract.

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

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

   Board staff approved Change Order #2 in the amount of $154,247.39 and fourteen (14) additional days to the contract of Gregory Companies, LLC dba Murphree Paving.

   **Approval Status & Date:** APPROVED, July 27, 2020

   **Change Order Description:** Change Order #2 includes the following items: excavated and removed existing material and replaced with one layer of geo fabric, 18 inches of crushed concrete, and 3.5 inches of base course asphalt; overlaid overtop of repair as planned with 1.5 inches of surface course asphalt; and fourteen (14) 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: Two (2) change orders for a total amount of $154,247.39.

Project Initiation Date: April 21, 2016
Design Professional: Neel-Schaffer, Inc.
General Contractor: Gregory Companies, LLC dba Murphree Paving
Total Project Budget: $2,000,000.00

M I S S I S S I P P I   U N I V E R S I T Y   F O R   W O M E N

10. MUW- GS 104-192– Demolition of Taylor and Keirn Hall

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the credit amount of $53,460.00 and fifty-four (54) additional days to the contract of M&M services, Inc.

Approval Status & Date: APPROVED, July 29, 2020

Change Order Description: Change Order #2 includes the following items: credit for reduction in the amount of excavation required for complete removal of all foundations and footings; and fifty-four (54) days to the contract.

Change Order Justification: These changes were necessary due to rain delays and COVID 19; removal of the complete footings to an elevation of 159.00 at the basement and 165.5 at the crawl space; and days for work as indicated herein.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of $226,540.00.

Project Initiation Date: March 21, 2019
Design Professional: JBHM Architects
General Contractor: M&M services, Inc.
Total Project Budget: $2,900,000.00
UNIVERSITY OF MISSISSIPPI

11. UM–IHL 207-376– Jim and Thomas Duff Center for Science and Technology Innovation (Formerly STEM Building)

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by McCarty Architects.

Approval Status & Date: APPROVED, July 24, 2020

Project Initiation Date: January 16, 2014

Design Professional: McCarty Architects
General Contractor: TBD
Phased Project Budget: $6,757,295.32
Total Project Budget: $14,000,000.00

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

Approval Request #1: Change Order #7

Board staff approved Change Order #7 in the credit amount of $31,000.00 and zero (0) additional days to the contract of McInnis Electric Co.

Approval Status & Date: APPROVED, June 18, 2020

Change Order Description: Change Order #7 includes the following item: university is due liquidated damages on this project.

Change Order Justification: This change was due to the delinquency of the contract completion date of the project.

Total Project Change Orders and Amount: Seven (7) change orders for a total amount of $259,971.78.

Project Initiation Date: November 17, 2016
Design Professional: Corbett Legge & Associates, PLLC
General Contractor: McInnis Electric Co.
Total Project Budget: $2,220,000.00
13. **UM- IHL 207-452 – Thad Cochran Natural Products – Roof Replacement**

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $6,289.89 and forty-seven (47) additional days to the contract of B Four Plied, Inc.

Approval Status & Date: APPROVED, July 6, 2020

Change Order Description: Change Order #1 includes the following items: masonry investigation performed to verify the through-wall flashing conditions of the existing brick wall; and forty-seven days to the contract.

Change Order Justification: These changes were necessary due to latent jobsite conditions; fifteen (15) weather-related days; and days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of $6,289.89.

Project Initiation Date: April 18, 2019
Design Professional: Shafer-Zahner-Zahner, PLLC
General Contractor: B Four Plied, Inc.
Total Project Budget: $1,400,000.00

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

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the credit amount of $18,500.00 and zero (0) additional days to the contract of D C services, LLC.

Approval Status & Date: APPROVED, June 10, 2020

Change Order Description: Change Order #3 includes the following item: the university is due liquidated damages on the project.

Change Order Justification: This change was necessary due to the delinquency of the contract completion date of the project.
Total Project Change Orders and Amount: Three (3) change orders for a total amount of $4,669.73.

Project Initiation Date: May 16, 2019
Design Professional: McCarty Architects, P.A.
General Contractor: D C services, LLC
Total Project Budget: $1,750,000.00

15. UM- IHL 207-455 – Jackson Avenue Center Reroof & Exterior Coating

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of $0.00 and thirty-one (31) additional days to the contract of Rowell Roofing, Inc.

Approval Status & Date: APPROVED, July 17, 2020

Change Order Description: Change Order #4 includes the following item: added thirty-one (31) weather related days to the contract.

Change Order Justification: This change was necessary due to weather related delays as indicated herein.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $21,953.00.

Project Initiation Date: April 18, 2019
Design Professional: Shafer-Zahner-Zahner, PLLC
General Contractor: Rowell Roofing, Inc.
Total Project Budget: $1,980,000.00
16. UM– IHL 207-464 – Inn at Ole Miss (Triplett Alumni House) Suite Modifications

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on February 7, 2020 to Initiate and appoint Shafer-Zahner-Zahner, PLLC as design professional for this project.

Interim Approval Status & Date: APPROVED, June 25, 2020
Project Initiation Date: May 18, 2017
Design Professional: Shafer-Zahner-Zahner, PLLC
General Contractor: TBD
Total Project Budget: $160,000.00

17. UMMC - GS #209-553- Interventional Radiology Renovation

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of $173,268.75 and zero (0) additional days to the contract of Fountain Construction Company.

Approval Status & Date: APPROVED, June 15, 2020

Change Order Description: Change Order #2 includes the following items: revised power and data in a lounge area; installed miscellaneous electrical revisions; relocated existing utilities and performed miscellaneous work in the area of the cath storage room; installed millwork revised to include additional gypsum board fur-downs; corrected miscellaneous existing above-ceiling deficiencies in an area; infilled existing areas with concrete masonry unit construction; to relocate existing windows at a future time; infilled existing windows opening coinciding to a stairwell with gypsum board shaftwall construction; patient corridor revisions consisted of deleting the wall protection wall covering, added bumper rails, increased the tape/float finish and painted a portion of the walls where the wall covering was deleted; revisions were made to the floor tile base, revised the tile grout to epoxy grout; solid vinyl tile was revised, increased the height of the rubber base, and revised the carpet; extended the existing crawlspace fire sprinkler system into the new crawlspace area; upgraded the standard C/S fabric to another brand; installed miscellaneous millwork and a mobile cart for the Siemens equipment; installed a fire extinguisher and a cabinet in a corridor; installed wall accent paint; installed a data...
drop for an owner-installed scrub dispensing machine; installed a gypsum board fur-
down in a corridor to transition between the main corridor ceiling height and a lower
corridor ceiling height; revised the door hardware in an opening; installed new flooring
and rubber base inside an existing stair that will extend beyond the railing for installation
below the existing stair runs and stair landing; installed a ground bar and ground
conductor in an existing communications room that was connected to the existing panel
in an electrical room.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of
$216,128.37.

Project Initiation Date: August 20, 2015
Design Professional: JBHM Architects, P.A.
General Contractor: Fountain Construction Co., Inc.
Total Project Budget: $8,355,000.00

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

Approval Request #1: Change Order #12

Board staff approved Change Order #12 in the amount of $0.00 and zero (0) additional
days to the contract of Brasfield & Gorrie, LLC.

Approval Status & Date: APPROVED, July 6, 2020

Change Order Description: Change Order #12 includes the following items: added loc-
ing fittings to the existing med gas piping; reworked supports for the operable partitions
at level G; added required drains for two (2) sterilizers in the clean core of the surgery
area; removed Pediatric intensive care unit wall protection; cored the labs and added fire
proofing for the P-trap at the air handling units on level G and 2; revised the clinic area
variable airflow valves; added power for seventeen (17) BAS panels; added dimensions
to some millwork elevations and removed five (5) three position data outlets from the
project scope; added condensate pumps at condensate drain locations; added 10” filler
plate at the loading dock levelers coordinating between the pit depth and the leveler
installation; reworked waterproofing at the exterior of the building perimeter; revisions
made to the ceilings of the north corridor on levels 1 and B; revised switching levels from low voltage to line voltage; credit issued for elimination for the solid surface window sills and the addition of a j-mold; deleted the digilock at all lockers and added a hasp style lock at all lickers; credit issued for installed studs on site; steam condensate lines for the rooftop air handling unit were rerouted through the ceiling of the floor below; replaced spandrel glass at non-fritted locations to match the color of non-fritted locations; added three (3) fire dampers to the mechanical duct above a room; removed the fixed shower seats at patient room locations and deleted the stainless steel shelf at the operating room scrub sink locations; revised access to the elevator penthouse at the Batson tower; revised switching for levels 2-5 from low voltage to line voltage; added roof drains and associated piping to the low roof of the Batson tower; credit issued for the deletion of the Z10 lighting fixture east of the building; credit issued for the deleted COAX cable installation; a box beam was installed to support the existing precast at the Batson tower to tie into the new hospital; deleted the eyewash stations at the mop sinks at HSKP closets; moved a hood at the roof that was more visible than desired and deleted the exhaust ductwork for a hood in a room; added required smoke detectors to the two (2) operating rooms; removed light fixtures and a conduit on the buildings east side; removed three (3) smoke detectors from a portion of the existing Batson tower; added power to the jockey pump on level G central plant to the necessary plant at level B; added a surface-mounted duct to connect the floor penetrations to the wiring at the control room of CT; Added additional builders risk insurance to cover the owner-furnished equipment; deleted conduit at the Batson crawlspace and changed the fiber to 48 strand from a 24 strand; two (2) electrical panels were rescheduled where 480v was required in lieu of 208v; revision was made to provide the correct connections for the submitted equipment; additional hardware need to install the glass handrail at the main lobby; additional conduit and revisions to the electrical rough-in provided for the MRI; revised light fixture mounts from a gypsum board ceiling to a tiled ceiling; credit allowance to owner-contingency; added a lead-lined integral blind to the cath lab; added a glass slider window at the wall in between the frozen section and the corridor; deleted the two (2) wall -mounted shelves in half of the NICU rooms with a column furr out; credit issued due to a frosted glass handrail that was substituted due to Covid-19 vendor shut down production of clear glass; Replaced door hardware at the bed tower stair doors with delayed egress hardware; and a new steel platform was provided for the larger MRI chiller to sit on top of the original curbs.

**Change Order Justification:** These changes were necessary due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans and specifications; and user/owner requested modifications.

**Total Project Change Orders and Amount:** Twelve (12) change orders for a total amount of $0.00.
19. UMMC- IHL 209-558 – MS Center for Emergency Services

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of $301,331.00 and twenty-nine (29) additional days to the contract of MidState Construction, LLC.

Approval Status & Date: APPROVED, June 12, 2020

Change Order Description: Change Order #2 includes the following items: installed a french drain at a building perimeter; increased an OH door size and modified exterior wall panels and structure; relocated a roof-access ladder; added FRP at the commercial kitchen; installed a ceiling in the breakroom; changes in design to the crew ready room layout at a connector adjacent to the hangar; added a soffit header to the hangar doors; added a raceway for the communications room to the crow’s nest; added more data racks; installed AT&T conduit through the building; added alt G10 fixture at the lobby ceiling; additional WAP located installed; revised the data connection types; added more dimmer switches at the Med Comm; installed additional cabling at the Med Comm; installed antenna ground ground/emergency shut of helipad; added fuel tank accessories/testing; added electrical for the additional food service equipment; added irrigation at the north side of the building; added a custom fence at the north side of the building; relocated plugs and added cord reels for the ambulance; and twenty-nine (29) days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of $457,268.00.
20. UMMC – IHL 209-574 – Garage D

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the credit amount of $33,284.67 and zero (0) additional days to the contract of Brasfield & Gorrie, LLC.

Approval Status & Date: APPROVED, July 6, 2020

Change Order Description: Change Order #3 includes the following item: added barrier cable on levels P2-P4 at stair P2 and levels P3-P4 at stair P1; modified exit signs to match parking garage C; changed hardware set on communications room to an electrified set to allow the card reader to function; revised the structural design at the trench drain and elevator shaft; elevator shaft modified with steel in lieu of the intermediate load bearing concrete masonry unit wall; deleted all of the mesh screen panels from the scope; modified the exterior brick elevation on P3 line by added a concrete overhang to match the nearby brick elevation; and added a steel bent plate and a 4” concrete masonry unit to close a void between P2 and the low voltage room.

Change Order Justification: This change was due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $50,924.99.

Project Initiation Date: October 18, 2018
Design Professional: HDR Architecture Co., Inc.
General Contractor: Brasfield & Gorrie, LLC
Total Project Budget: $17,900,000.00

21. UMMC– IHL 209-575 – 6th Floor West Renovations

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on July 23, 2020 to Initiate and appoint Foil Wyatt Architects as design professional for this project.

Interim Approval Status & Date: APPROVED, June 25, 2020
UNIVERSITY OF SOUTHERN MISSISSIPPI

22. USM- GS 108-293 – Montague Parking Lot Paving

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Neal-Schaffer

Approval Status & Date: APPROVED, July 1, 2020

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, July 1, 2020

Project Initiation Date: October 25, 2019
Design Professional: Neel-Schaffer
General Contractor: TBD
Total Project Budget: $2,750,000.00

IHL SYSTEM OFFICE

23. IHL- GS 111-056 – Paul B. Johnson Roof Replacement

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #1
Board staff approved Change Order #1 in the amount of $30,817.20 and zero (0) additional days to the contract of Mandal’s, Inc.

Approval Status & Date: APPROVED, June 9, 2020
Change Order Description: Change Order #1 includes the following item: additional cleaning of the window ledges and weatherproofing of the windows.

Change Order Justification: This change was necessary as the existing window ledges needed cleaning and the window system needed to be re-weather proofed.

Total Project Change Orders and Amount: One (1) change order for a total amount of $30,817.20.

Project Initiation Date: May 16, 2019  
Design Professional: JBHM Architects  
General Contractor: Mandal’s, Inc.  
Total Project Budget: $750,000.00
SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 3/10/20, 5/1/20, 5/1/20, 6/1/20, 6/1/20, 6/17/20, 6/25/20 and 7/1/20) from the funds of Alcorn State University. (These statements, in the amounts of $460.00, $42.87, $2,000.00, $40.51, $42.77, $460.00, $2,000.00 and $84.11, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE……………………………….…….………………$                     5,130.26

Payment of legal fees for professional services rendered by Armstrong Law Firm (statement dated 5/4/20) from the funds of Jackson State University. (This statement, in the amount of $1,710.00, represents services and expenses in connection with immigration/labor certification matters.)

TOTAL DUE……………………………….…….………………$                       1,710.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 6/17/20 and 7/20/20) from the funds of Mississippi State University. (These statements, in the amounts of $5,156.25 and $2,231.25, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE……………………………….…….………………$                         7,387.50

Payment of legal fees for professional services rendered by Butler Snow (statement dated 7/8/20) from the funds of Mississippi State University. (This statement, in the amount of $324.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE……………………………….…….………………$                          324.50

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 5/1/20, 5/1/20, 5/1/20, 5/1/20, 7/1/20, 7/1/20 and 7/1/20) from the funds of Mississippi State University. (These statements, in the amounts of $2,500.00, $2,500.00, $2,000.00, $2,500.00, $4,000.00, $2,500.00 and $34.85, respectfully, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE……………………………….…….………………$                    16,034.85

Payment of legal fees for professional services rendered by Butler Snow (statements dated 5/14/20, 5/20/20, 7/8/20, 7/8/20, 7/8/20 7/24/20 and 7/24/20) from the funds of the University of
Mississippi. (These statements, in the amounts of $1,652.00, $2,655.00, $383.50, $3,953.00, $6,188.50, $1,806.00 and $3,156.50, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE……………………………….…….………………$ 19,794.50

Payment of legal fees for professional services rendered by Holland & Knight, LLP (statements dated 3/16/20, 4/9/20, 5/13/20 and 7/10/20) from the funds of the University of Mississippi. (These statements, in the amounts of $3,412.50, $2,730.00, $3,389.93 and $3,937.50, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE……………………………….…….………………$ 13,469.93

Payment of legal fees for professional services rendered by Mayo Mallette (statements dated 5/12/20, 6/10/20, 6/10/20, 7/9/20 and 7/9/20) from the funds of the University of Mississippi. (These statements, in the amounts of $11,121.77, $8,574.59, $514.00, $3,023.50 and $3,633.59, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE……………………………….…….………………$ 26,867.45

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 4/1/20, 4/1/20, 5/1/20, 5/1/20 and 5/1/20) from the funds of the University of Mississippi. (These statements, in the amounts of $2,500.00, $35.64, $4,500.00, $2,500.00 and $500.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE……………………………….…….………………$ 10,035.64

Payment of legal fees for professional services rendered by Baker, Donelson, Bearman, Caldwell & Berkowitz, PC (statement dated 6/30/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $8,678.94, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………….…….………………$ 8,678.94

Payment of legal fees for professional services rendered by Butler Snow, LLP (statements dated 4/8/20, 4/8/20, 4/23/20, 5/8/20, 5/8/20, 5/8/20, 5/8/20, 5/8/20, 5/8/20, 5/8/20, 5/12/20, 6/2/20, 6/2/20, 6/3/20, 6/3/20 and 6/3/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $494.00, $23,841.70, $13,785.34, $354.00, $708.00, $494.50, $1,124.00, $18,673.00, $236.00, $6,761.00, $5,923.00, $96.72, $8,997.50, $354.00, $855.50, $3,145.01 and $22,850.46, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………….…….………………$ 118,693.73
Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 4/14/20, 4/14/20, 4/14/20, 4/14/20, 4/14/20, 5/31/20, 5/31/20, 5/31/20, 5/31/20, 5/31/20, 5/31/20, 5/31/20, 6/17/20, 6/17/20, 6/17/20 and 6/17/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,254.00, $5,931.60, $3,952.10, $2,062.50, $9,433.00, $4,143.00, $99.00, $280.50, $709.80, $2,163.30, $1,661.20, $594.00, $156.00, $49.50, $148.50 and $330.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE......................................................$ 33,968.00

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 4/30/20, 4/30/20, 5/31/20, 5/31/20, 5/31/20 and 5/31/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $544.50, $2,797.50, $1,590.80, $610.50, $33.00 and $200.02, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE......................................................$ 5,776.32

Payment of legal fees for professional services rendered by Hagwood and Tipton, PC (statements dated 2/28/20, 4/7/20, 5/8/20, 5/8/20, 5/8/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/17/20, 6/17/20, 6/17/20, 6/17/20, and 6/17/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $166.10, $3,094.90, $66.00, $2,659.00, $528.00, $181.50, $82.50, $33.00, $33.00, $247.50, $148.50, $148.50, $165.00, $190.50, $337.50, $3,397.60, $33.00, $132.00, $594.00, $33.00 and $132.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE......................................................$ 12,403.10

Payment of legal fees for professional services rendered by Hogan Lovells, US, LLP (statements dated 5/28/20, 6/3/20 and 6/17/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $27,680.00, $6,560.00, and $1,484.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE......................................................$ 35,724.00

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 5/5/20, 5/5/20, 5/5/20, 5/7/20, 6/9/20, 6/9/20, 6/9/20, 6/9/20, 6/9/20 and 6/9/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $231.00, $313.50, $841.50, $429.00, $1,216.50, $123.75, $156.75, $1,443.75, $189.75 and $206.30, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE......................................................$ 5,151.80
Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 3/31/20, 3/31/20, 3/31/20, 4/30/20, 4/30/20, 5/15/20, 6/15/20 and 6/16/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $7,923.00, $2,662.50, $5,816.72, $5,032.50, $9,523.40, $2,871.00, $2,807.00 and $2,029.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$  38,665.62

Payment of legal fees for professional services rendered by Taylor Wellons Politz Duhe, APLC (statements dated 4/24/20, 4/24/20, 4/24/20, 4/24/20, 4/24/20, 4/24/20, 4/24/20, 6/3/20, 6/3/20, 6/3/20, 6/4/20 and 6/4/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $4,921.41, $2,185.50, $324.00, $135.00, $283.50, $247.50, $324.00, $351.00, $148.50, $256.50, $189.00, $135.00, $9,197.70 and $872.10, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$  19,570.71

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 4/10/20, 4/13/20, 4/13/20, 4/20/20, 4/20/20, 4/20/20, 4/20/20, 5/8/20, 5/11/20, 5/12/20, 5/12/20, 5/12/20, 5/12/20, 6/1/20, 6/1/20, 6/2/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/3/20, 6/10/20, 6/10/20, 6/10/20, 6/10/20, 6/10/20, 6/10/20, 6/10/20, 6/10/20, 6/10/20, 6/10/20, 6/16/20, 6/16/20, 6/16/20, 6/16/20, 6/16/20 and 6/17/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $14,190.00, $569.22, $688.50, $1,186.50, $171.00, $3,151.25, $841.50, $6,463.74, $1,536.00, $6,972.48, $3,414.00, $1,285.50, $990.00, $264.00, $143.10, $9,024.00, $6,694.88, $1,700.89, $56.02, $591.50, $55.50, $321.00, $7.50, $11,207.55, $3,504.00, $11,788.00, $99.00, $132.00, $7.50, $39.00, $49.50, $49.50, $57.00, $99.00, $1,206.00, $984.00, $1,872.00, $148.50, $16.50, $567.00 and $456.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$  92,899.63

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 5/1/20, 5/1/20, 5/1/20, 5/1/20, 5/1/20, 5/1/20, 5/1/20, 5/1/20, 5/1/20, 5/1/20, 5/1/20, 5/1/20, 5/1/20, 6/1/20, 6/1/20, 6/1/20, 6/1/20, 6/1/20, 6/17/20, 6/17/20, 6/17/20, 6/17/20, 6/17/20, 6/17/20, 6/17/20, 6/17/20, 6/17/20, 6/17/20, 6/30/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $13,231.50, $283.50, $721.96, $720.00, $5,401.50, $1,498.50, $7,089.00, $4,405.50, $214.50, $6,516.00, $3,168.00, $3,897.20, $264.00, $1,254.00, $17,527.10, $15,591.00, $3,019.50, $3,778.50, $1,063.50, $251.90 and $4,200.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$  94,096.66
Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statements dated 6/9/20 and 7/14/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $3,315.00 and $1,404.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**.................................................................$\text{4,719.00}

Payment of legal fees for professional services rendered by Butler Snow (statements dated 5/14/20, 6/2/20, 6/18/20 and 7/8/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $59.00, $127.50, $1,298.00, and $5,780.50 respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**.................................................................$\text{7,265.00}

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statement dated 7/9/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of $3,836.65, represents services and expenses in connection with legal advice.)

**TOTAL DUE**.................................................................$\text{3,836.65}

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 6/1/20, 6/1/20, 6/1/20, 6/1/20, 6/1/20, 7/1/20 and 7/1/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $1,000.00, $35.57, $42.35, $100.00, $42.77, $1,000.00 and $43.08, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE**.................................................................$\text{2,263.77}

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 (two statements dated 7/24/20) from the funds of Mississippi State University. (These statements represent expense reimbursements in connection with the following patents or trademarks: “‘Mississippi State’ [word mark] 20-year Trademark Renewal” - $1,250.00; and “MSU Interlocking ‘MS’ Baseball/Thin Style [logo] Trademark 5-year Renewal” - $325.00.)

**TOTAL DUE**.................................................................$\text{1,575.00}

Payment of legal fees for professional services rendered by Butler Snow (statement dated 7/21/20) from the funds of Mississippi State University. (This statement represents services and
expenses in connection with the following patent: “Therapeutics for Breathing Disorders” - $755.50.)

TOTAL DUE.................................................................$  755.50

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 5/5/20, 6/9/20, 6/12/20 and 7/14/20) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning” - $1,966.00; “Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Stain of Burkholderia Contaminans” - $8,615.00; “Occidiofungin Formulations and Uses Thereof” - $2,630.68; and “Engineering of Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - $175.00, respectively.)

TOTAL DUE.................................................................$ 13,386.68

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 4/23/20, 4/27/20, 4/27/20, 4/27/20, 4/27/20, 6/18/20, 6/18/20 and 6/18/20) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Unsymmetrical Salts, CCC-NHC Pincer Metal Complexes and Methods of Making the Same” - $38.00; “A Transcription Factor for High Protein, Broad Disease Resistance and Faster Growth” - $1,200.00; “Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $667.50; “Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $1,185.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - $3,600.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - $1,557.50; “Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $778.32; and “Unsymmetrical Salts, CCC-NHC Pincer Metal Complexes and Methods of Making the Same” - $157.00, respectively.)

TOTAL DUE.................................................................$  9,183.32

Payment of legal fees for professional services rendered by Armstrong Teasdale (statements dated 6/8/20, 6/8/20, 6/8/20, 6/8/20, 6/8/20, 6/8/20, 6/8/20, 6/8/20, 6/8/20, 6/8/20, 6/8/20, 6/8/20, 6/8/20, 6/8/20 and 6/9/20) 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” - $377.00; “Systems and Methods for Detecting Transient Acoustic Signals” - $98.00; “Systems and Methods for Detecting Transient Acoustic Signals” – $601.00; “Systems and Methods for Detecting Transient Acoustic Signals” - $423.00; “Systems and Methods for Detecting Transient Acoustic Signals” - $511.00; “Systems and Methods for Detecting Transient Acoustic Signals” - $514.00; “Systems and Methods for Detecting Transient Acoustic Signals” - $382.00; “Systems and Methods for Detecting Transient Acoustic Signals” - $382.00; “Systems and Methods for Detecting Transient Acoustic Signals” - $434.00; “Systems and Methods for Detecting Transient Acoustic Signals” - $433.00; “Systems
and Methods for Detecting Transient Acoustic Signals” - $560.00; “Systems and Methods for Detecting Transient Acoustic Signals” - $507.00; “Systems and Methods for Detecting Transient Acoustic Signals” - $497.00; “Systems and Methods for Detecting Transient Acoustic Signals” - $394.00; “Novel Formulation of Anandamide Topical Gel for Peripheral Neuropathic Pain” - $3,250.00; and “Systems and Methods for Detecting Transient Acoustic Signals” - $160.00, respectively.)

TOTAL DUE..........................................................$ 9,523.00

Payment of legal fees for professional services rendered by Hershkovitz & Associates, PLLC (statements dated 5/29/20, 5/29/20, 6/5/20, 6/8/20, 6/11/20, 6/11/20, 6/12/20, 6/12/20 and 6/15/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Potent Immunostimulants from Microalgea” - $4,151.00, “Use of Alpha-Fluoronitroalkenes in Cycloaddition Reaction with Organic Azide to Prepare 4-fluoro-disubstituted-1,2,3-triazoles” - $2,255.00; “Biologically Active Cannabidiol Analogs” - $2,190.00; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $3,039.00; “Isolation of Pure Cannabinoids from Cannabis” - $2,260.00; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes in Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $1,883.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $672.00; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” – $652.00; and “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $4,029.80, respectively.)

TOTAL DUE..........................................................$ 22,114.80

Payment of legal fees for professional services rendered by Stites & Harbison, PLLC (five statements dated 5/21/20) 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” - $40.00; “High-Speed Data Compression Based on Set Associative Cache Mapping” - $4,032.50; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - $368.00; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - $38.00; and “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - $425.87.)

TOTAL DUE..........................................................$ 4,904.37

Medical Center. (These statements, in the amounts of $312.00, $546.00, $182.00, $182.00, $156.00, $208.00, $3,869.00, $652.50, $125.00, $250.00, $1,222.00, $1,469.00, $425.50, $5,230.00, $2,805.00, $6,257.50, $12,138.00, $488.00, $838.00, $312.00, $1,042.50, $238.00, $256.00, $2,897.50, $1,388.50, $279.00, $342.00 and $230.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE..........................................................$ 44,341.00

Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 9/24/19, 9/24/19, 9/24/19, 9/24/19, 9/24/19, 3/30/20, 5/29/20, 6/3/20 and 6/3/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $200.00, $308.75, $2,653.75, $600.00, $1,070.00, $129.50, $557.95, $272.50 and $200.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE..........................................................$ 5,992.45
1. **SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**

The following items have been approved by the Commissioner on behalf of the Board and are available for inspection in the Board Office.

a. **ASU** – 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 July 24, 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 at the end of the year. Per IHL **Ayers** administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

b. **MSU** – On June 24, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between Mississippi State University and Auto 80 West Used Parts, LLC for the lease of billboard space located in Marengo County, Alabama. The monthly rent is $450 for a period of 24 months beginning July 1, 2020. The total cost of the lease will be $10,800. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

c. **MSU** – On July 8, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between Mississippi State University and the East Mississippi Center for Educational Development (EMCED) for approximately 300 square feet of combined office space at the MSU – Meridian College Park Campus for an annual rent of $7,401.39 to be prepaid on July 1. The initial term of the lease is for one year from July 1, 2020 through June 30, 2021, with an option to renew annually at the same rate upon written agreement of the parties and not to exceed a term of five years. This is a revenue generating lease with a total anticipated revenue of $37,006.95. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

d. **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 July 24, 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 at the end of the year. Per IHL Ayers administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

e. UM – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On June 30, 2020, Commissioner Alfred Rankins, Jr. approved The University of Mississippi’s Parking and Traffic Rules and Regulations for the 2020-2021 school year. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the documents.

f. UM – On July 7, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi School of Education and the University of Mississippi Research Foundation operating as Insight Park for the lease of 964 square feet of space for use by the Principal Corps program. The term of the lease is one year beginning July 1, 2020, at a cost of $16,900 with options to renew for four additional years, if needed, at the same rate of $16,900 per year for a potential total cost of $84,500. These lease payments are required to be prepaid in full at the beginning of each lease year. 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.

g. UM – On July 7, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi School of Education and the University of Mississippi Research Foundation operating as Insight Park for the lease of 155 square feet of space for use by the World Class Teaching Program. The term of the lease is one year beginning July 1, 2020, at a cost of $2,950 with options to renew for four additional years, if needed, at the same rate of $2,950 per year for a potential total cost of $14,750. These lease payments are required to be prepaid in full at the beginning of each lease year. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

h. UM – On July 8, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Grisham Law Library and Your
Extra Closet for off-site storage space and to make a prepayment the in the amount of $36,938. This is a one-year lease of 16 off-site storage units from July 1, 2020 through June 20, 2021. 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.

i. **UM** – On July 31, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Office of Business and Finance in the Division of Outreach and Hometown Storage for an off-site storage unit and to prepay the monthly rental payments in the amount of $169 each. The total amount paid for the one-year lease will be $2,208. The term of this lease period is July 1, 2020 through June 30, 2021. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

j. **UMMC** – On July 22, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Medical Center and Getinge US Sales, LLC for an extracorporeal membrane oxygenation (ECMO) machine on an as-needed basis to supplement the six ECMO machines currently owned by UMMC. The term of the agreement is for one year from the date of execution, which is expected to be on or about August 1, 2020, at a maximum cost of $70,000. If a pump is needed, the rental is typically for one month at an approximate cost of $11,500 for the 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.

k. **UMMC** – On July 22, 2020, Commissioner Alfred Rankins, Jr. approved the Second Amendment to the Lease Agreement between the University of Mississippi Medical Center and Greenwood Leflore Airport dated July 25, 2017 for approximately 7,960 square feet of office space for use by the AirCare 4 air ambulance staff and approximately 8,000 square feet of ground space for the placement of a fuel tank. On March 17, 2020, the First Amendment was approved to change the reference to UMMC’s aviation operations contractor from PHI Air Medical, LLC to Med-Trans Corporation effective May 4, 2020. The current lease expires on July 31, 2020, and UMMC is working to negotiate a new lease for hangar and office space. The purpose of this Second Amendment is to extend the term of the current lease by 6 months to allow time for the negotiation of the new lease. All other provisions of the existing Lease Agreement remain unchanged. Rent continues to be payable at the beginning of each month as set out in Section Three of the original Lease Agreement. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

l. **UMMC** – On July 22, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Medical Center and
Journal, Inc. for approximately 5,924 square feet of clinic space in Tupelo, MS. The term of the agreement is one year from September 1, 2020 through August 31, 2021, at a cost of $7,780.19 per month payable in monthly installments in advance as set out in Paragraph 4.1 of the agreement. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

m. **USM** – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On June 30, 2020, Commissioner Alfred Rankins, Jr. approved the University of Southern Mississippi’s Traffic and Parking Regulations for the 2020-21 school year. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the documents.
REPORT OF PERSONNEL ACTION

1. **Sabbatical**

   **University of Mississippi**
   FROM: Molly Pasco-Pranger; Chair and Associate Professor of Classics; from salary $92,440 per annum, pro rata; E&G Funds; 12-month contract to salary $34,665 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development
   [Originally approved by IHL Board February 19, 2020]
   CORRECTED: This item was rescinded.