

# Board Book

October 15, 2020

MISSISSIPPI BOARD OF TRUSTEES OF STATE  
INSTITUTIONS OF HIGHER LEARNING

# Board Meeting Outline

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

## MEETING SCHEDULE

IHL Board Meeting | October 15, 2020, 9:00a | IHL Board Room

### CALL TO ORDER

Trustee Ford Dye

### INVOCATION

Trustee Jeanne Luckey

### INTRODUCTION OF GUESTS

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**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
September 17, 2020**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session held 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 September 17, 2020 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham, Mr. Tom Duff (via Zoom), Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey (via Zoom), Mr. Bruce Martin (via Zoom), Dr. Alfred E. McNair, Jr. (via Zoom), Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker (via Zoom), and Dr. J. Walt Starr. The meeting was called to order by Dr. Ford Dye, President, with Trustee Hooper providing the invocation.

Due to recommendations from the Mississippi State Department of Health for social distancing due to COVID-19, some members of the Board participated in the meeting via Zoom. **In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this Zoom 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, with Trustee Martin absent and not voting, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on August 20, 2020; August 28, 2020; and September 4, 2020.

**CONSENT AGENDAS**

On motion by Trustee Starr, seconded by Trustee McNair, with Trustee Martin absent and not voting, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

**FINANCE**

1. **MSU** – Approved the request to amend the contract with Southwest Airlines Co. for the purpose of air transportation services for the MSU Football team during the 2020 Football season. The amendment is necessary to meet the changes made by the SEC to the upcoming football season. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the prepayment of the deposit prior to the flights which is a very common and most often required in this industry. The contract shall commence the date contract is signed by both parties and terminate on the date of the last flight as set forth in the agreement. The total amount for all charters will be \$280,500. A breakdown of the revisions from the originally approved contract is included in the bound *September 17, 2020 Board Working File*. The agreement will be funded by the Athletic Department. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

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2. **UM** – Approved a sublease between Nicholas Services, LLC d/b/a Nicholas Air and Callicutt Properties, Inc. The University entered into a Lease Agreement on April 1, 1998 with Don Brewer for the lease of certain premises more particularly described as a 32.5’ X 44’ lot identified hanger lot 2A (“Hangar 2A” or the “Leased Premises”) at the University-Oxford Airport (“UOX”), for a period of ninety-nine (99) years (the “Prime Lease Premises”). Brewer subsequently assigned the Prime Lease to Gerald Bond by Assignment of Lease recorded in the land records of Lafayette County, Mississippi in Book 472 at page 335. Bond subsequently assigned the Prime Lease to Curtis by Assignment of Lease recorded in the land records of Lafayette County, Mississippi in book 479 at page 32. Curtis subsequently assigned the Prime Lease to Overstreet by Assignment of Lease recorded in the land records of Lafayette County in book 507 at page 637. Overstreet subsequently assigned the Prime Lease to Callicutt on or about September 17, 2004 by Assignment of Lease recorded in the land records of Lafayette County in book 530 at page 638. The initial term of the sublease is ten (10) years, commencing the earlier of September 17, 2020 or the date that Nicholas Air commences occupying Hangar 2A, and may be renewed thirty (30) days prior to expiration for an additional ten (10) year term. Nicholas Air shall pay Callicutt monthly rent of \$600 for the Sublease term, due and payable on the 1st day of every calendar month, due and payable on the Commencement Date. Such rent shall be prorated for any partial month of occupation by Nicholas Air during the Sublease Term. Callicutt shall invoice Nicholas Air for any and all utilities, taxes, and fees due with respect to Hangar 2A. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
3. **UMMC** – Approved the request to enter a Software License and Services Agreement (SLA) and associated Statement of Work (SOW) with Connexall USA, Inc. (Connexall) for the purchase of software licenses, maintenance and implementation for a patient alarm management/middleware application to be utilized in the new Children’s Hospital expansion. The software application will increase staff efficiency and reduce clinical errors with the integration of UMMC third party applications. This technology will decrease alarm fatigue, which is a Joint Commission Patient Safety Goal. The term of this agreement is three (3) years, September 1, 2020 through August 30, 2023. The total cost of the three (3) year agreement is \$773,000. The agreement will be funded by donated funds and 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.
4. **USM** – Approved the purchase agreement for equipment and consumables with Diamond Health, Inc. to provide COVID-19 and flu testing and supplies in response to the COVID-19 pandemic for the health and well-being of students, employees, and guests to university campuses and facilities. The term of the contract is July 24, 2020 through July 23, 2022. The total cost of the contract is \$319,300. The agreement will be funded by CARES Act funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

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**REAL ESTATE**

5. **ASU** – Approved the request to increase the budget for **GS 101-310, New Faculty and Staff Housing**, from \$10,000,000 to \$10,400,000 for an increase of \$400,000 and to add University Plant Funds as a funding source to the project as part of the budget increase. This increase is needed to cover costs associated with the various change orders on the project that will be submitted to IHL staff for approval. This project includes the construction of seven (7) buildings consisting of thirty (30) units for faculty and staff housing. Funds are available from University Plant Funds (\$400,000) and HB 1729, Laws of 2016 (\$10,000,000).
6. **MSU** – Approved the request to name the Band and Choral Rehearsal Hall the “Kent Sills Band Hall”, in recognition of Dr. Kent Sills. Dr. Sills joined the faculty in 1967 as a professor of music. In 1983, he was appointed as the sixth director in the band’s 100-year history until his retirement in 1999. In 1996, he received “Outstanding Contributor to Bands to the State of Mississippi” award from Phi Beta Mu and in 2000 was selected for the Mississippi Bandmasters Hall of Fame. Dr. Sills loved his students who shared his love of music and were always eager to share the many stories and “Doc-isms” from their time together.
7. **IHL SYSTEM OFFICE** – Approved the Facility Needs Request for the 2021 Legislative Session as prepared by each institution. These lists of campus priorities were developed in a similar manner as last year’s lists, with each university determining the top five ranking priorities of their respective campus. **(See Exhibit 1.)**

**LEGAL**

8. **ASU** – Pending approval by the Office of the Attorney General, the Board approved the request to enter a contract with 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 October 1, 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 \$20,000. This firm carries errors and omissions professional liability insurance coverage in the amount of \$300,000 per occurrence with an aggregate of \$300,000.

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	
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

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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
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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

- MSU – Retroactive approval granted for the request to enter an additional contract with the law firm of Brunini Grantham Grower and Hewes, PLLC, to perform services necessary in assisting the University with general construction, architectural, and real property related matters. The term of the proposed contract will be for one year beginning March 19, 2020, and total expenditures will not exceed \$50,000 per year. The rate of pay for attorneys shall**

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be \$275 per hour and \$125 per hour for paralegals. This firm carries professional liability insurance coverage in the amount of \$250,000 per occurrence with an annual aggregate of \$500,000. This contract has been reviewed and approved by the Office of the Attorney General. While this request was submitted to the Attorney General's office for approval in March of 2020, it was not returned to the University with approval until July 27, 2020, making this the first IHL Board meeting that it could be submitted.

10. **MSU** – Retroactive approval granted for the request to modify its contract with the law firm of Conley Rose, P.C., to perform services necessary in assisting the University in the areas of intellectual property and patent application matters. This Modification #2 will extend the term of the contract for one (1) additional year or through August 30, 2021. The rates per hour remain unchanged at \$290 for attorneys and \$175 for paralegal services with the total amount payable not exceeding \$50,000. This firm carries professional liability insurance coverage in the amount of \$5,000,000 per claim with an annual aggregate of \$5,000,000. All other provisions of the original contract and Modification #1 will remain in full effect. This Modification has been reviewed and approved by the Office of the Attorney General. While this request was submitted to the Attorney General's office for approval in March of 2020, it was not returned to the University with approval until July 27, 2020, making this the first IHL Board meeting that it could be submitted.
11. **MSU** – Retroactive approval granted for the request to modify the contract with the law firm of Jones Walker LLP to perform services necessary in assisting and advising the University on legal issues concerning the review of strategic financing options, tax-exempt bond arbitrage, and rebate compliance and the use of bond-financed building and other matters relating to bond issues. This Modification #10 will extend the term of the contract for one (1) additional year or through August 25, 2021. The firm will provide legal representation on an hourly rate of \$165.00 for Special Counsel, \$225.00 for Partners, and \$60.00 for paralegals. Total expenditures will not exceed \$50,000 during this one-year term. This firm carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$2,000,000. The proposed Modification #10 has been approved by the Office of the Attorney General. While this request was submitted to the Attorney General's office for approval in March of 2020, it was not returned to the University with approval until July 27, 2020, making this the first IHL Board meeting that it could be submitted.
12. **MSU** – Retroactive approval granted for the request to modify a contract with Julie W. Brown, office located at 124 East Main Street, Starkville, MS 39759, to provide services necessary in assisting Mississippi State University with real estate matters. This Modification # 8 will extend the term of the contract for one (1) year or until May 16, 2021. Hourly rates will remain at \$165/hour. Total expenditures will not exceed \$10,000 during this one-year term. All other provisions of the Agreement for Legal Services dated May 17, 2012 shall remain in effect. This firm carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$1,000,000. This Modification has been reviewed and approved by the Office of the Attorney General. While this request was submitted to the Attorney General's office for approval in March of 2020, it was not returned to the University with approval until July 27, 2020, making this the first IHL Board meeting that it could be submitted.

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13. **MSU** – Retroactive approval granted for the request to modify a contract with the law firm of Stites & Harbison, PLLC, to perform services necessary for obtaining patents for designs, processes, products and other patentable materials developed in connection with the University. This Modification #6 will extend the term of the contract for one (1) year or until June 30, 2021. The hourly rate for attorneys will remain \$260-\$360 per hour. All other provisions of the Agreement for Legal Services dated July 1, 2015 shall remain in effect. Total expenditures will not exceed \$100,000. This firm carries professional liability insurance coverage in the amount of \$30,000,000 per claim with an annual aggregate of \$60,000,000. This Modification has been reviewed and approved by the Office of the Attorney General. While this request was submitted to the Attorney General’s office for approval in March of 2020, it was not returned to the University with approval until July 27, 2020, making this the first IHL Board meeting that it could be submitted.
14. **MSU** – Approved the request to modify a contract with the law firm of Winfield Law Firm, P.A. to perform services necessary in assisting the University in the areas of higher education law, employment law, real estate matters, compliance and other local matters. This Modification #3 will extend the term of the contract for one (1) additional year or through October 16, 2021. The rates per hour will increase to \$225 for attorneys with the maximum amount payable not exceeding \$75,000. All other provisions of the contract will remain in full effect. This firm carries professional liability insurance coverage in the amount of \$1,000,000 per claim with an annual aggregate of \$2,000,000. This Modification has been reviewed and approved by the Office of the Attorney General.

**PERSONNEL REPORT**

15. **Employment**

**Alcorn State University**

Ontario Wooden; *hired with tenure*; Provost and Senior Vice President for Academic Affairs and Professor in the School of Education and Psychology; salary of \$186,000 per annum, pro rata; E&G Funds; 12-month contract; effective September 15, 2020

16. **Change of Status**

**Alcorn State University**

Keith McGee; *from* Interim Provost and Executive Vice President for Academic Affairs; salary of \$135,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Associate Provost for Research, Innovation and Graduate Education; salary of \$145,000 per annum, pro rata; E&G Funds; 12-month contract; effective September 15, 2020

**Mississippi Valley State University**

Billy Benson, *from* Interim Dean of University College; salary of \$65,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Director of Student Success/Retention; salary of \$50,000 per annum, pro rata; Grant Funds; 12-month contract; effective September 1, 2020

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17. **Sabbatical**

**University of Mississippi**

**FROM:** Erik Hom; Assistant Professor of Biology; *from* salary \$66,981 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$33,491 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development (Contingent on being awarded tenure by July 1.)

*[Originally approved by IHL Board February 20, 2020]*

**CORRECTED:** Erik Hom; Assistant Professor of Biology; *from* salary \$66,981 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$33,491 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development (Contingent on being awarded tenure by July 1.)

## 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 - #3 as submitted on the Finance Agenda. Trustee Gee Ogletree recused himself from discussing or voting on items #4 - #5 on the Finance Agenda by leaving the room before there was any discussion or vote regarding the same. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve items #4 - #5. Trustee Ogletree returned to the room following the conclusion of the discussion and vote on items #4 - #5 on the Finance Agenda.

1. **SYSTEM** – Approved for final reading the revision of Board Policy 707.01 Land, Property, and Service Contracts. **(See Exhibit 2.)**
2. **SYSTEM** – Approved for final reading the revision of Board Policy 905 Real Estate Management. **(See Exhibit 3.)**
3. **UMMC** – Approved the request to issue through the Medical Center Educational Building Corporation (MCEBC) revenue bonds in one or more tax-exempt or taxable series to finance certain improvements and other capital expenditures, including but not limited to, a parking garage for the children’s hospital, to refund all or a portion of the outstanding Recovery Zone Economic Development Bonds, Series 2010B (University of Mississippi Medical Center Facilities Expansion and Renovation Project – Direct Payment – Federally Taxable), the outstanding Revenue Bonds, Series 2012A (Medical Center Facilities Expansion and Renovation Project), and the outstanding Taxable Revenue Bonds, Series 2012B (Medical Center Facilities Expansion and Renovation Project) (collectively, the “Prior Bonds”). The combined savings from the refunding of the Prior Bonds will be sufficient to pay the debt service on the bonds being issued to finance capital expenditures

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in a principal amount not to exceed \$25 million. The Board approved the payment of costs of issuance, sale and delivery of the bonds, and of the necessary bond documents. The Board approved the financial adviser's report provided by Hilltop Securities. The professionals are: Hilltop Securities – financial adviser, Jones Walker LLP – bond counsel, and Raymond James – underwriters. The Board waived the requirement in IHL Board Policy 906 Educational Building Corporations which requires the university to request IHL Board approval to issue bonds at a subsequent meeting or delegate authority to the Finance Committee to approve the resolution prior to the next Board meeting. Further, the Board approved the proposed resolution so that UMMC may realize the opportunities presented by the bond issue in an expeditious manner, due to the ongoing pandemic. **(See Exhibit 4.)** The term of the new bonds will closely match the term of the existing debt, which is being refinanced. MCEBC expects to issue up to \$175 million par value in fixed rate bonds to realize interest rate savings for UMMC by refunding the Prior Bonds and to finance various improvements to the facilities of UMMC without an increase in overall annual debt service obligations as a result of the refinancing transactions. The funding source is Patient Revenues. Legal Staff has reviewed the proposed resolution and related documents for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

4. **USM** – Approved the request to amend and extend the existing contract with Aramark Educational Services, LLC, for the food service management agreement. The amendment will maintain uninterrupted food services on USM's campus while mitigating revenue losses related to COVID-19, and obtain a commitment from Aramark for additional financial investments which are essential to the University's desire to provide outstanding food services for its campus constituents. The amendment extends the current agreement 8 additional years, from July 1, 2022 through June 30, 2030. The effective date of this amendment will be August 1, 2020. This is a revenue producing contract. It is estimated that the University will receive approximately \$38.83 million in revenue benefits over the course of the 8-year extension. The average is approximately \$4.85M per year. A breakdown of the revenue to be realized is included in the bound *September 17, 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.
5. **UMMC** – Approved the request to enter into a Services Provider License Agreement (SPLA) with Microsoft Corporation (Microsoft) to sublicense server access to UMMC's Epic community connect clients (ECC). UMMC's electronic health record, Epic, runs on Microsoft servers that are licensed by Microsoft to UMMC. For UMMC's ECCs to have access to Epic, UMMC must acquire permission from Microsoft to sublicense server access to the clients. The term of the SPLA is three (3) years. The effective date will be the date reflected on the signature form, which is expected to be on or about November 1, 2020. The estimated cost of the agreement over the three (3) year term is \$350,000. This estimate includes licenses for UMMC's current ECC client, MS Department of Health, annual price increases, and an overage for potential additional ECC clients that may be enrolled during the term. UMMC will only pay for the actual number of licenses that it uses under this agreement. The contract will be funded by the Epic Community Connect Client(s). Legal

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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.

**INFORMATION AGENDAS**

Presented by Commissioner Alfred Rankins, Jr.

**REAL ESTATE**

1. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the August 20, 2020 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 5.)

**LEGAL**

2. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 6.)

**ADMINISTRATION/POLICY**

3. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
  - a. **MSU** – On August 21, 2020, Commissioner Alfred Rankins, Jr. approved the Modification of Lease Agreement #10 between Mississippi State University and the MSU Research & Technology Corporation for space at the NASA Stennis Space Center. The modification extends the term of the agreement for an additional 12 months beginning October 1, 2020 and ending September 30, 2021, as well as increases the monthly rental rate from \$17.83 per square foot to \$17.91 per square foot, for a total cost of \$6,866.99 per month. All other provisions of the original lease agreement with the previous Modifications #1 through #9 remain unchanged. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
  - b. **MSU** – On August 26, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between Mississippi State University and the Biloxi Public School District. The lease is for surplus building space at Gorenflo Elementary School located on Lameuse Street in Biloxi, MS, which will be used for Head Start in association with a grant that was received by the University. The lease term will begin upon approval by IHL through May 31, 2021 at a cost of \$5,000 per month to be paid in advance at the beginning of each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
  - c. **MSU** – On September 1, 2020, Commissioner Alfred Rankins, Jr. approved the Lease between Mississippi Agriculture and Forestry Station (MAFES) /Mississippi State University, the US Agricultural Research Services (ASR), and the US Department of Agriculture (USDA). This is a new lease and is effective October 1, 2020 through September 30, 2021, with annual renewal options through

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- September 30, 2030. The leased space is 1.61 acres of greenhouse space at the Delta Branch Experiment Station in Washington County. The lease rate is \$1 per annum. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
- d. **UM** – On August 21, 2020, Commissioner Alfred Rankins, Jr. approved the lease of off-site storage space and the request to make a prepayment by the University of Mississippi and the National Center for Physical Acoustics in the amount of \$1,724. This is a one-year lease of one off-site storage unit beginning August 1, 2020 and ending July 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 and Policy 707.03 Approval for Prepayment for Goods or Services.
- e. **UMMC** – On September 1, 2020, Commissioner Alfred Rankins, Jr. approved the Part-Time Space Occupancy Lease Agreement between the University of Mississippi Medical Center and Independent Healthcare Management, Inc. d/b/a Lackey Memorial Hospital and the request to make prepayments as part of that agreement. The lease is for approximately 1,010 square feet of clinic space at 330 North Broad Street in Forest, MS for use as a cardiology clinic one day a month. The initial term of the agreement is one year beginning September 1, 2020, with four additional one-year automatic renewal periods through August 31, 2025, at a cost of \$60.12 per month due in advance on the first day of each month, not to exceed \$10,000 over the five-year term of the agreement. The monthly rate will increase by 2% at the beginning of each automatic renewal period. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
- f. **UMMC** – On September 1, 2020, Commissioner Alfred Rankins, Jr. approved the Equipment Lease Agreement between the University of Mississippi Medical Center and Camellia Pharmacy Services, LLC d/b/a Infusion Plus to lease Computerized Ambulatory Drug Delivery IV pump(s) for a research study and the request to pay the monthly rent in advance. The term of the contract is three years beginning upon execution of the agreement, which is anticipated to be on or about September 1, 2020, and ending August 31, 2023, at a cost of \$300 per month for 2 pumps, to be paid in advance. The total cost of the contract term over the three years is \$20,000. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
4. **SYSTEM** - In accordance with IHL Board Policy 102.04 Institutional Mission Statements, the Board reviewed the university mission statements. **(See Exhibit 7.)**

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**PERSONNEL INFORMATION**

5. **SYSTEM** – Report on Personnel Actions  
**Sabbatical**

**University of Mississippi**

FROM: Jason Hoeksema; Associate Professor of Biology; *from* salary \$79,923 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$39,962 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development  
*[Originally approved by IHL Board February 20, 2020]*

CORRECTED: This item was rescinded.

FROM: Samuel Lisi; Assistant Professor of Mathematics; *from* salary \$65,562 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$32,781 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development (Contingent on being awarded tenure by July 1.)

*[Originally approved by IHL Board February 20, 2020]*

CORRECTED: This item was rescinded.

FROM: Amy McDowell; Assistant Professor of Sociology; *from* salary \$60,652 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$30,326 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development (Contingent on being awarded tenure by July 1.)

*[Originally approved by IHL Board February 20, 2020]*

CORRECTED: This item was rescinded.

FROM: William Resetarits, Jr.; Professor and Doherty Chair in Freshwater Biology; *from* salary \$175,100 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$87,550 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020; professional development

*[Originally approved by IHL Board February 20, 2020]*

CORRECTED: This item was rescinded.

FROM: Alexander Yakovlev; Professor of Electrical Engineering; *from* salary \$124,932 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$62,466 for sabbatical period; E&G Funds; effective January 19, 2021 to May 8, 2021; professional development

*[Originally approved by IHL Board February 20, 2020]*

CORRECTED: This item was rescinded.

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**HEALTH AFFAIRS  
COMMITTEE REPORT  
Wednesday, September 16, 2020**

The meeting was called to order by Chairman Walt Starr at approximately 2:00 p.m. Due to recommendations from the Mississippi State Department of Health for social distancing due to COVID-19, some members of the Board participated in the meeting via Zoom. **In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this meeting were recorded by name in a rollcall. The committee met to discuss strategic planning related to a public hospital.**

1. Executive Session

On motion by Trustee Duff, seconded by Trustee Ogletree, with Trustees Cunningham and Luckey 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 Dye, seconded by Trustee McNair, with Trustees McNair and Morgan absent and not voting, all Committee members legally present and participating voted unanimously **to enter into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

Discussion of strategic business plans related to a public hospital.

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

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

Trustee Alfred McNair recused himself from discussing the Memorial Hospital at Gulfport by leaving the Zoom meeting. **No action was taken.** Trustee McNair rejoined the Zoom meeting following the conclusion of the discussion of this item.

On motion by Trustee Duff, seconded by Trustee Lamar, with Trustees Hooper, Luckey, and Ogletree absent and not voting, all Committee members legally present and participating voted unanimously to return to open session.

2. On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Hooper and Luckey absent and not voting, all Committee members legally present and participating voted unanimously to adjourn.

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

**ANNOUNCEMENT**

President Dye announced the next meeting for October 15, 2020 at the Board Office in Jackson, MS.

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**PRESENTATIONS**

The Board received presentations from David Buford, Director of Risk Management; Stephanie Jones, Deputy General Counsel for the University of Mississippi Medical Center; Dr. Alfred Rankins, Jr., Commissioner of Higher Education; and the institutional executive officers of the eight public universities.

**EXECUTIVE SESSION**

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 Zoom. **In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this Zoom meeting were recorded by name in a rollcall. The meeting was held to discuss personnel matters at the eight public universities.**

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

Discussion of a personnel matter at Alcorn State University.  
Discussion of a personnel matter at Delta State University.  
Discussion of two personnel matters at Jackson State University.  
Discussion of a personnel matter at Mississippi State University.  
Discussion of a personnel matter at Mississippi University for Women.  
Discussion of a personnel matter at Mississippi Valley State University.  
Discussion of a personnel matter at the University of Mississippi.  
Discussion of a personnel matter at the University of Southern Mississippi.

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

The Board discussed the nine personnel matters named above. **No action was taken.**

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

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**ADJOURNMENT**

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

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President, Board of Trustees of State Institutions of Higher Learning

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Commissioner, Board of Trustees of State Institutions of Higher Learning

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**EXHIBITS**

- Exhibit 1      Facility Needs Request for the 2021 Legislative Session.
- Exhibit 2      Revisions to Board Policy 707.01 Land, Property, and Service Contracts for final reading.
- Exhibit 3      Revisions to Board Policy 905 Real Estate Management for final reading.
- Exhibit 4      Resolution
- Exhibit 5      Real Estate items that were approved by the IHL Board staff subsequent to the August 20, 2020 Board meeting.
- Exhibit 6      Report of the payment of legal fees to outside counsel.
- Exhibit 7      University Mission Statements

# EXHIBIT 1

September 17, 2020

## Facilities Needs Requests for FY 2022 2021 Legislative Session

University	University Priority	Project Description	Request Per Project	Total By University
ASU	1	Campus Dormitory Renovations – Phase I	\$5,675,000	
	2	Walter Washington Administration & Classroom Renovation – Phase I	\$7,455,000	
	3	Campus Infrastructure and Envelope Repairs – Phase I <i>(New FY 2022 Addition)</i>	\$3,195,000	
	4	K.L. Simmons Technology Building <i>(New FY 2022 Addition)</i>	\$3,405,000	
	5	Whitney Complex & Wellness Center Pre-Plan	\$875,000	
				<b>\$20,605,000</b>
ASU -AG	1	Poultry Academic Research Center	\$1,702,500	
	2	Ag Facility Envelope and Infrastructure Repair	\$1,702,500	
	3	Hydroponics Outreach and Research Greenhouse	\$1,418,750	
	4	STEAM Outreach Center	\$2,336,250	
	5	Mechanical Repairs – Agriculture <i>(New FY 2022 Addition)</i>	\$1,500,000	
				<b>\$8,660,000</b>
DSU	1	Robert E. Smith Addition	\$7,800,000	
	2	Campus Repairs	\$3,000,000	
	3	<b>ADA Compliance Requirements</b>	\$1,500,000	
	4	Walter Sillers Coliseum	\$2,500,000	
	5	HVAC & Electrical -Campus Wide	\$2,000,000	
				<b>\$16,800,000</b>
JSU	1	General Repair and Renovation Phase III	\$13,000,000	
	2	New Dining Facility/Student Center Expansion	\$25,000,000	
	3	Music Education Building <i>(New FY 2022 Addition)</i>	\$20,000,000	
	4	Rose McCoy Auditorium Renovation <i>(New FY 2022 Addition)</i>	\$3,000,000	
	5	Campus Infrastructure Improvements <i>(New FY 2022 Addition)</i>	\$5,000,000	
				<b>\$66,000,000</b>
MSU	1	New Facility for College of Architecture, Art and Design	\$29,680,000	
	2	Renovation to Etheredge Hall	\$20,000,000	
	3	Renovation to Magruder Hall	\$12,000,000	
	4	Renovation to Carpenter Hall	\$21,500,000	
	5	Renovation to George Hall <i>(New FY 2022 Addition)</i>	\$7,000,000	
				<b>\$90,180,000</b>
MSU/DAFVM	1	Dorman Hall Renovation	\$17,608,750	
	2	Bost Extension Center / Technology Renovation	\$8,027,500	
	3	Wise Center R&R	\$4,009,000	
	4	Animal Research Facility	\$12,025,000	
	5	Plant Sciences Building <i>(New FY 2022 Addition)</i>	\$28,063,000	
				<b>\$69,733,250</b>

# EXHIBIT 1

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University	University Priority	Project Description	Request Per Project	Total By University
MUW	1	General R&R	\$2,750,000	
	2	Old Pohl Gym Renovation--Preplan	\$300,000	
	3	Hogarth Center Renovation--Preplan	\$300,000	
				<b>\$3,350,000</b>
MVSU	1	Charles Lackey Center Renovation	\$9,804,397	
	2	F.L. Wright Math and Science Renovation	\$11,991,771	
	3	Leflore Residence Hall Renovation	\$12,323,930	
	4	Ratcliff Hall Renovations	\$11,669,995	
	5	College Hall I Renovations <i>(New FY 2022 Addition)</i>	\$3,805,264	
				<b>\$49,595,356</b>
UM	1	Northwest Campus Mechanical Plant	\$25,200,000	
	2	School of Accountancy Expansion	\$22,500,000	
	3	Shoemaker Hall	\$31,250,000	
	4	Peabody Hall	\$10,415,000	
	5	Hume Hall <i>(New FY 2022 Addition)</i>	\$20,880,000	
				<b>\$110,245,000</b>
UMMC	1	Campus Infrastructure Needs	\$26,250,000	
	2	Elevator Upgrades	\$2,800,000	
	3	Campus Wayfinding Implementation	\$2,000,000	
	4	Parking Lot & Street Repairs/Repave	\$2,500,000	
				<b>\$33,550,000</b>
USM	1	Hickman Hall Renovation	\$10,000,000	
	2	Science Research Building Pre-Planning and Construction	\$35,000,000	
	3	Southern Hall – Restoration & Renovation (Pre-Plan)	\$500,000	
	4	Kennard Washington Hall Renovation (Pre-Plan)	\$600,000	
	5	Harkins Hall Renovation (Pre-Plan) <i>(New FY 2022 Addition)</i>	\$250,000	
				<b>\$46,350,000</b>
USM-Gulf Coast	1	Executive Education & Conference Center – Gulf Park	\$4,800,000	
	2	Halstead campus Repairs and Renovations - GCRL	\$1,000,000	
	3	Cedar Point Living Learning Immersion Facility (Pre-Plan) -GCRL	\$200,000	
	4	Science Building Addition (Pre-Plan) – Gulf Park	\$100,000	
				<b>\$6,100,000</b>

# EXHIBIT 1

September 17, 2020

University	University Priority	Project Description	Request Per Project	Total By University
ERC	1	Repair Mechanical Hot/Chilled Water Lines & Sanitary Sewer Lines	\$600,000	
	2	Repave Parking Garage/Repair JSU Exit Stairs	\$1,600,000	
	3	Replace/Refurbish Campus Chillers	\$1,400,000	
	4	Renovation of Mechanical, Electrical, Fire Sprinkler, Fire Alarm, Lighting & Ceiling at the Edsel E. Thrash Universities Center	\$3,300,000	
				\$6,900,000
				<b><u>\$528,068,606</u></b>

# EXHIBIT 2

September 17, 2020

## **SYSTEM – REQUEST FOR APPROVAL FOR FINAL 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.

# EXHIBIT 2

September 17, 2020

## 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 Easement

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,

# EXHIBIT 2

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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

# EXHIBIT 2

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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.

# EXHIBIT 3

September 17, 2020

## **SYSTEM – REQUEST FOR APPROVAL FOR FINAL 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.

- 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,

# EXHIBIT 3

September 17, 2020

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.

# EXHIBIT 4

September 17, 2020

RESOLUTION AUTHORIZING MEDICAL CENTER EDUCATIONAL BUILDING CORPORATION TO ISSUE REVENUE BONDS IN THE MAXIMUM AGGREGATE PAR AMOUNT OF \$175,000,000 TO FINANCE CERTAIN IMPROVEMENTS AND OTHER CAPITAL EXPENDITURES, INCLUDING BUT NOT LIMITED TO, A PARKING GARAGE FOR THE CHILDREN'S HOSPITAL, TO REFUND ALL OR A PORTION OF CERTAIN OUTSTANDING RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS, SERIES 2010B (UNIVERSITY OF MISSISSIPPI MEDICAL CENTER FACILITIES EXPANSION AND RENOVATION PROJECT – DIRECT PAYMENT – FEDERALLY TAXABLE) OF THE CORPORATION, TO REFUND ALL OR A PORTION OF CERTAIN OUTSTANDING REVENUE BONDS, SERIES 2012A (MEDICAL CENTER FACILITIES EXPANSION AND RENOVATION PROJECT) OF THE CORPORATION, TO REFUND ALL OR A PORTION OF CERTAIN OUTSTANDING TAXABLE REVENUE BONDS, SERIES 2012B (MEDICAL CENTER FACILITIES EXPANSION AND RENOVATION PROJECT) OF THE CORPORATION, AND TO PAY THE COSTS OF THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS; AUTHORIZING THE EXECUTION OF A GROUND LEASE BY AND AMONG THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER, THE UNIVERSITY OF MISSISSIPPI, THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING AND THE MEDICAL CENTER EDUCATIONAL BUILDING CORPORATION AND A LEASE AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING AND MEDICAL CENTER EDUCATIONAL BUILDING CORPORATION IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE AGREEMENT IN CONNECTION WITH THE SALE AND ISSUANCE OF SAID BONDS; APPROVING THE FORM AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT PERTAINING TO SAID BONDS; APPROVING THE FORM AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT PERTAINING TO SAID BONDS; AUTHORIZING MEDICAL CENTER EDUCATIONAL BUILDING CORPORATION TO TAKE SUCH ACTIONS AND EXECUTE SUCH DOCUMENTS AND AGREEMENTS AS MAY BE NECESSARY OR APPROPRIATE IN CONNECTION WITH OBTAINING BOND INSURANCE FOR SAID BONDS; APPROVING THE PURPOSES AND ACTIVITIES OF MEDICAL CENTER EDUCATIONAL BUILDING CORPORATION; AGREEING TO ACCEPT TITLE TO THE FACILITIES REFINANCED WITH THE PROCEEDS OF SAID BONDS; AND FOR RELATED PURPOSES.

The Board of Trustees of State Institutions of Higher Learning (the "Board") hereby finds, determines and adjudicates as follows:

1. The Board is charged with the management and control of all state institutions of higher learning pursuant to Article VIII, Section 213-A, Mississippi Constitution of 1890, and Chapter 101 of Title 37, Mississippi Code of 1972, as amended.

2. The University of Mississippi (the "University"), which was organized and incorporated as a state institution of higher learning pursuant to Section 37-115-1, Mississippi Code of 1972, as amended, is controlled and managed by the Board pursuant to the IHL Act and is an educational institution owned and operated by the State of Mississippi (the "State") by and through the Board. The University operates the University of Mississippi Medical Center (the "Medical Center").

3. Medical Center Educational Building Corporation (the "Corporation") was created as a public non-profit corporation, known as an educational building corporation, pursuant to a resolution of this Board under the authority of Sections 37-101-61 through 37-101-71, Mississippi Code of 1972, as amended (the "Act"), for the purpose of acquiring or constructing facilities for the Medical Center.

4. The Board of Directors of the Corporation proposes to issue its revenue bonds in the maximum aggregate par amount of \$175,000,000 (the "Bonds") to provide moneys the proceeds of which will be used to finance certain improvements and other capital expenditures, including but not limited to, a parking garage for the children's hospital (the "2020 Project"), to refund all or a portion of the outstanding Recovery Zone Economic Development Bonds, Series 2010B (University of Mississippi Medical Center Facilities Expansion and Renovation Project – Direct Payment – Federally Taxable), the outstanding Revenue Bonds, Series 2012A (Medical Center Facilities Expansion and Renovation Project), and the outstanding Taxable Revenue Bonds, Series 2012B (Medical Center Facilities Expansion and Renovation Project) (collectively, the

“Refunded Bonds”), and to pay the related costs of the issuance, sale and delivery of the Bonds and to pay the related costs of the refunding; provided, such issuance is conditioned upon the adoption of this Resolution authorizing the same.

5. The Corporation is issuing the Bonds to finance and refinance various projects as set forth on Exhibit B to the Lease (as defined below) (collectively, the “Project”) located on various sites on the campus of the Medical Center as set forth on Exhibit A to the Lease (collectively, the “Project Site”).

6. The Corporation shall lease the Project Site from the Board, and the University pursuant to a Ground Lease to be dated as of the first day of the month preceding the date of sale of the Bonds, by and among the Board, the University and the Corporation (the "Ground Lease").

7. The Board shall lease the Project and the Project Site from the Corporation pursuant to a Lease Agreement to be dated as of the first day of the month preceding the date of sale of the Bonds (the "Lease").

8. The Board hereby determines that it is in the public interest and in its best interest to lease the Project Site to the Corporation pursuant to the Ground Lease and to lease the Project and the Project Site from the Corporation at the consideration set forth in the Lease and that it is necessary and appropriate to authorize the President of the Board and the Commissioner of Higher Education to execute and deliver the Ground Lease and the Lease for and on behalf of the Board.

9. The Corporation is authorized by the Act to issue the Bonds for the purposes set forth herein, which Bonds shall be payable solely out of the payments derived from the Lease and shall be solely and exclusively obligations of the Corporation and shall not be secured by the full faith and credit of the State, the Board, the Medical Center or the University.

10. The Bonds will be issued by the Corporation on behalf of the Board for purposes of the Internal Revenue Code of 1986, as amended.

11. The Corporation has not made and does not intend to make any profit by reason of any business or venture in which it may engage or by reason of the Project, and no part of the Corporation's net earnings, if any, will ever inure to the benefit of any person, firm or corporation other than the Board.

12. The Board, through the Medical Center, will have exclusive beneficial possession and use of all of the improvements comprising the Project.

13. The Board has full authority under the Constitution and laws of the State, and in the manner provided by statute, to exercise control of the use, distribution and disbursement of all funds, appropriations and taxes, now and hereafter in its possession, levied and collected, received or appropriated for the use, benefit, support and maintenance or capital outlay expenditures of the institutions of higher learning of the State, including the Medical Center and the University, in addition to the authority to fix and maintain fees, rentals and other charges to be paid by students, faculty members and others using or being served by facilities of the institutions of higher learning.

14. It is appropriate for the Board to approve the Preliminary Official Statement (the "Preliminary Official Statement") to be used in connection with the marketing of the Bonds and to authorize and approve the execution and distribution of a final Official Statement (the "Official Statement") in connection with the sale of the Bonds.

15. The Corporation will sell the Bonds, in one or more series, on a negotiated basis pursuant to one or more bond purchase agreements (referred to herein collectively as the "Bond Purchase Agreement") with Raymond James & Associates, Inc. serving as underwriter (the "Underwriter") or all or portion of the Bonds may be privately placed with an institutional

purchaser with the Underwriter serving as placement agent. It is necessary and appropriate for the Board to approve the Underwriter as the underwriter and/or placement agent for the Bonds. It is also necessary and appropriate to authorize the Corporation to sell the Bonds at such prices as may be determined by the Corporation, provided that, the following conditions are satisfied: the aggregate par amount of the Bonds shall not exceed \$175,000,000; the final maturity of the Bonds shall not be more than thirty (30) years from the dated date thereof; the interest rates on the Bonds shall not exceed the interest rates permitted by State law; and the terms and conditions of the Bonds shall otherwise comply with the provisions of the Act.

16. It is necessary in connection with the sale of the Bonds to enter into a Continuing Disclosure Agreement, and it is necessary and appropriate for the Board to approve the form, and authorize the execution, of a Continuing Disclosure Agreement.

17. To enhance the marketability of the Bonds, it may be desirable to obtain municipal bond insurance for the Bonds; and it is necessary and appropriate for the Board to authorize the Corporation to take such actions and execute such documents and agreements as may be necessary or appropriate to obtain bond insurance for the Bonds.

18. It is anticipated that all or some of the Bonds will be issued as tax-exempt bonds. In order to protect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, it is necessary for the Board to expressly agree to accept title to the Project, and any additions thereto, upon retirement of the Bonds.

NOW, THEREFORE, THE BOARD HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Board hereby approves the purposes and activities of the Corporation. The Corporation is hereby authorized to issue the Bonds, in one or more series, to be designated in the Bond Purchase Agreement, in the maximum aggregate par amount of \$175,000,000 at such

time as the Corporation is able to sell the Bonds to the Underwriter (or if any of the Bonds are privately placed to such institutional purchaser as is designated by the Underwriter) at such prices as may be determined by the Corporation, provided that the other conditions of paragraph 15 above of this Resolution are also satisfied in connection therewith. The Corporation shall issue the Bonds to finance the 2020 Project and the refunding of the Refunded Bonds and to pay the costs of the issuance, sale and delivery of the Bonds and expenses relating to the Bonds. The Corporation's engagement of Hilltop Securities Inc., as financial advisor to the Corporation, and of Jones Walker LLP as bond counsel with respect to the issuance of the Bonds and of the Underwriter as underwriter for the Bonds is hereby approved. The Board of Directors also approves William C. Smith III to serve as counsel for both the Medical Center and for the Corporation in connection with the various transactions related to the issuance of the Bonds, and the Board of Directors specifically waives any related conflict of interest.

SECTION 2. The Ground Lease is hereby approved, and the President of the Board and the Commissioner of Higher Education are hereby authorized to execute and deliver the Ground Lease under the seal of the Board for and on behalf of the Board, in substantially the form attached hereto as **Exhibit A**, with such completions, changes, insertions, and modifications as shall be approved by such officials, the execution thereof by such officials to be conclusive evidence of such approval.

SECTION 3. The Lease is hereby approved, and the President of the Board and the Commissioner of Higher Education are hereby authorized to execute and deliver the Lease under the seal of the Board for and on behalf of the Board, in substantially the form attached hereto as **Exhibit B**, with such completions, changes, insertions, and modifications as shall be approved by such officials, the execution thereof by such officials to be conclusive evidence of such approval.

SECTION 4. The Preliminary Official Statement prepared in connection with the sale of the Bonds and the distribution thereof are hereby approved in substantially the form attached hereto as **Exhibit C** with such completions, changes, insertions, and modifications as shall be approved by the Corporation. The Official Statement with respect to the Bonds is hereby approved in substantially the form of the Preliminary Official Statement, with such completions, changes, insertions, and modifications as shall be approved by the Corporation; the distribution of said Official Statement in connection with the sale of the Bonds is hereby approved; and execution of said Official Statement by the President of the Corporation is hereby approved.

SECTION 5. Pursuant to the Continuing Disclosure Agreement, the Board will, when and if required, undertake to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of these undertakings with respect to the Bonds is set forth in the Preliminary Official Statement and will also be set forth with respect to the Bonds in the final Official Statement. The Continuing Disclosure Agreement is hereby approved in substantially the form included as an appendix to the Preliminary Official Statement attached hereto as **Exhibit C**, and the Commissioner of Higher Education is hereby authorized to execute and deliver the Continuing Disclosure Agreement under the seal of the Board for and on behalf of the Board, with such completions, changes, insertions, and modifications as shall be approved by said official, the execution thereof by such official to be conclusive evidence of such approval.

SECTION 6. The sale of the Bonds on a negotiated basis to the Underwriter, or if any of the Bonds are privately placed to such institutional purchaser as is designated by the Underwriter, is hereby authorized and approved.

SECTION 7. The Corporation is hereby authorized to take such actions and execute such documents as may be necessary or appropriate to obtain municipal bond insurance for the Bonds,

whether such municipal bond insurance is to be obtained being entirely within the discretion of the Corporation.

SECTION 8. The Board hereby covenants and agrees that it shall accept full legal title to the Project and any improvements and additions thereto upon retirement of the Bonds, and no further action shall be necessary by the Board at such time for full legal title to the Project and any improvements and additions thereto to immediately vest in the Board.

SECTION 9. The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the clerk of the Board is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same, together with a transcript of all proceedings of the Corporation, to the State's Bond Attorney for the institution of validation proceedings.

SECTION 10. All prior orders, resolutions or proceedings in conflict with the provisions of this Resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Resolution shall become effective immediately upon the adoption thereof.

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# **EXHIBIT 4**

September 17, 2020

EXHIBIT A  
THE GROUND LEASE

EXHIBIT B  
THE LEASE AGREEMENT

EXHIBIT C  
PRELIMINARY OFFICIAL STATEMENT

# EXHIBIT 5

September 17, 2020

## **SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE AUGUST 20, 2020 BOARD MEETING SUBMISSION DEADLINE**

**NOTE: THE FOLLOWING ITEMS WERE APPROVED BY THE BOARD'S REAL ESTATE AND FACILITIES STAFF ACCORDING TO BOARD POLICY §904 (A) BOARD APPROVAL.**

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

### **JACKSON STATE UNIVERSITY**

1. **JSU- GS 103-298 – T. B. Ellis Repairs**

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

**Approval Request #1: (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on August 13, 2020 to initiate this project and appoint Engineering Resource Group, Inc. as design professional.

Interim Approval Status & Date: APPROVED, August 13, 2020

Project Initiation Date: August 13, 2020

Design Professional: Engineering resource Group, Inc.

General Contractor: TBD

Total Project Budget: \$1,300,000.00

### **MISSISSIPPI STATE UNIVERSITY**

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

**Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Shafer Zahner Zahner

Approval Status & Date: APPROVED, August 17, 2020

**Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, August 17, 2020

Project Initiation Date: March 1, 2019

Design Professional: Shafer-Zahner-Zahner.

General Contractor: TBD

Total Project Budget: \$5,172,500.00

# EXHIBIT 5

September 17, 2020

## UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

### 3. UMMC - GS #109-223- Clinical Research Unit

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

**Approval Request #1: Change Order #9**

Board staff approved Change Order #9 in the amount of \$5,700.00 and two (2) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, August 7, 2020

Change Order Description: Change Order #9 includes the following items: added eight (8) deadbolt locks to the existing eight (8) wood doors.

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

**Approval Request #2: Change Order #10**

Board staff approved Change Order #10 in the amount of 560,355.00 and five hundred fifteen (515) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, August 7, 2020

Change Order Description: Change Order #10 includes the following items: added a new traction elevator in the existing shaft in the adult tower.

Total Project Change Orders and Amount: Ten (10) change orders for a total amount of \$921,186.00.

Project Initiation Date: August 20, 2015

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Co., Inc.

Total Project Budget: \$7,500,000.00

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

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

Board staff approved Change Order #3 in the amount of \$85,577.00 and zero (0) additional days to the contract of MidState Construction, LLC.

Approval Status & Date: APPROVED, August 21, 2020

Change Order Description: Change Order #3 includes the following items: added a vent at the kitchen hood in the breakroom; additional lockers installed at the med-com room; power was installed for the new warming station; data connection was done for the irrigation controller; fire sprinkler head protectors were installed at a commercial kitchen; additional tree removal and site fencing done; gate hardware and closures installed; revised the door hardware at a door; and added lockers at the hangar mezzanine space.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$542,825.00.

Project Initiation Date: May 18, 2017

Design Professional: Gensler

General Contractor: Mid State Construction of MS, LLC

Total Project Budget: \$17,100,000.00

# EXHIBIT 5

September 17, 2020

## 5. UMMC – IHL 209-574 – Garage D

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

Board staff approved Change Order #4 in the amount of \$55,305.01 and zero (0) additional days to the contract of Brasfield & Gorrie, LLC.

Approval Status & Date: APPROVED, August 7, 2020

Change Order Description: Change Order #4 includes the following items: added eight (8) light fixtures to the level PI ramp; added a sump pump and related equipment to drain the basement area and prevent the adjacent storm drain from backing up into the electrical and communications rooms; added an underground storm line for the drop-off canopy and connection to the nearby storm system.

Change Order Justification: This change was due to errors and omissions in the plans and specifications; and user/owner requested modifications.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$106,230.00.

Project Initiation Date: October 18, 2018

Design Professional: HDR Architecture Co., Inc.

General Contractor: Brasfield & Gorrie, LLC

Total Project Budget: \$17,900,000.00

# EXHIBIT 6

September 17, 2020

## SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 3/10/20, 3/29/20, 8/1/20, 8/1/20 and 8/1/20) from the funds of Alcorn State University. (These statements, in the amounts of \$460.00, \$460.00, \$43.61, \$43.61 and \$43.61, respectively, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 1,050.83**

Payment of legal fees for professional services rendered by Brunini (statement dated 8/7/20) from the funds of Mississippi State University. (This statement, in the amount of \$1,925.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 1,925.00**

Payment of legal fees for professional services rendered by Butler Snow (statement dated 8/4/20) from the funds of Mississippi State University. (This statement, in the amount of \$649.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 649.00**

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 7/2/20) from the funds of the University of Mississippi. (This statement, in the amount of \$1,321.25, represents services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 1,321.25**

Payment of legal fees for professional services rendered by Butler Snow (statements dated 7/13/20, 7/13/20, 7/13/20, 7/13/20, 7/13/20, 7/13/20, 7/13/20, 7/16/20, 7/24/20, 7/31/20, 8/13/20, 8/13/20, 8/13/20 and 8/13/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,178.50, \$8,938.40, \$472.00, \$573.25, \$1,263.50, \$2,596.00, \$9,918.90, \$2,172.50, \$1,268.50, \$32,842.00, \$649.00, \$133.00, \$649.00, \$88.50 and \$2,711.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 65,454.05**

# EXHIBIT 6

September 17, 2020

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 6/26/20, 6/26/20, 7/27/20, 7/27/20 and 7/27/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$181.50, \$1,518.00, \$132.00, \$1,403.00 and \$1,270.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,505.00**

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 7/15/20, 7/15/20, 8/11/20, 8/11/20, 8/11/20, 8/11/20 and 8/11/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$874.50, \$6,642.10, \$82.50, \$132.00, \$3,280.50, \$379.50 and \$346.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 11,737.60**

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 4/30/20, 6/11/20, 7/15/20, 7/15/20, 7/17/20, 7/17/20, 7/17/20 and 7/28/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$3,450.00, \$800.00, \$2,379.20, \$759.00, \$1,105.50, \$148.50, \$664.40 and \$8,000.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 17,306.60**

Payment of legal fees for professional services rendered by Taylor, Wellons, Politiz, Duhe, APLC (statements dated 7/23/20, 7/23/20, 7/23/20, 7/23/20, 7/23/20, 7/23/20 and 7/24/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$121.50, \$148.50, \$99.00, \$135.00, \$1,831.50, \$495.40 and \$446.10, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 3,277.00**

Payment of legal fees for professional services rendered by Waller, Lansden, Dortch & Davis, LLP (statement dated 12/5/19) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$1,062.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,062.00**

# EXHIBIT 6

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Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 5/11/20, 7/9/20, 7/13/20, 7/13/20, 7/13/20 and 7/28/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$23,726.85, \$66.00, \$49.50, \$49.50, \$247.50 and \$632.14, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 24,771.49**

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 7/2/20, 7/9/20, 7/9/20, 7/9/20, 7/9/20, 8/3/20, 8/3/20, 8/17/20, 8/17/20, 8/17/20, 8/17/20, 8/17/20 and 8/17/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$11,070.50, \$775.50, \$2,944.10, \$544.50, \$3,194.30, \$2,286.00, \$14,231.30, \$2,319.00, \$2,718.00, \$1,152.00, \$1,089.00, \$403.50 and \$3,180.25, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 45,907.95**

Payment of legal fees for professional services rendered by Butler Snow (statement dated 8/10/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$10,923.41, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 10,923.41**

Payment of legal fees for professional services rendered by Bryan Nelson (statement dated 7/24/20) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$10,368.16, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 10,368.16**

Payment of legal fees for professional services rendered by Ware Immigration (four statements dated 8/1/20) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$1,600.00, \$36.31, \$43.51 and \$32.93, represent services and expenses in connection with legal services.)

**TOTAL DUE.....\$ 1,712.75**

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

Payment of legal fees for professional services rendered by Larry Schemmel (five statements dated 7/24/20) from the funds of Mississippi State University. (These statements represent expense reimbursement in connection with the following patents or intellectual property matters: "Tracking Method for Containers Having Removable Closures" - \$700.00; "Inhomogeneous Computer Interconnects for Methods for Classical and Quantum Computers" - \$350.00; "Methods for Improving Rice Nutrition Via Manipulation of Starch Crystalline Structure and

# EXHIBIT 6

September 17, 2020

Nutrient Penetration Treatment” - \$525.00; “Utilization of Oleaginous Microorganisms as an Oral Supplement for Animals” - \$1,400.00; and “Imaging Probe Adapter” - \$350.00.

**TOTAL DUE.....\$ 3,325.00**

Payment of legal fees for professional services rendered by Butler Snow (statement dated 8/18/20) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Thearapeutics for Breathing Disorders” - \$350.00.)

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

Payment of legal fees for professional services rendered by Stites & Harbison (statement dated 7/28/20) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Symmetrical CCC-NHC Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - \$147.50.)

**TOTAL DUE.....\$ 147.50**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 7/24/20, 7/24/20, 7/24/20, 7/24/20, 7/24/20, 7/24/20, 7/24/20, 7/24/20 and 7/24/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$297.25, \$850.00, \$2,466.14, \$130.00, \$1,425.00, \$300.00, \$165.00, \$52.00 and \$690.00, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 6,375.39**

Payment of legal fees for professional services rendered by Workman Nydegger (statement dated 7/16/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$5,850.90, represents services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 5,850.90**

# EXHIBIT 7

September 17, 2020

## SYSTEM – UNIVERSITY MISSION STATEMENTS

IHL Board Policy 102.04 Institutional Mission Statements requires the annual review of each institution's mission statement. Each core statement shall be based upon and consistent with the statement of institutional purpose and mission required by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Board and System mission statements. The core mission statement shall set forth clearly and concisely the major emphasis, scope, and character of the institution's instructional, research, and public service programs, and shall describe those characteristics and features that distinguish it from other institutions in the IHL system. The current mission statement for each institution is presented below for your information.

### **Alcorn State University**

Alcorn State University, a Historically Black College and University, is a comprehensive land-grant institution that celebrates a rich heritage with a diverse student and faculty population. The University emphasizes intellectual development and lifelong learning through the integration of diverse pedagogies, applied and basic research, cultural and professional programs, public service and outreach, while providing access to globally competitive academic and research programs. Alcorn strives to prepare graduates to be well-rounded future leaders of high character and to be successful in the global marketplace of the 21st century.

*Approved October 2017*

### **Delta State University**

As a regional Carnegie Master's I university located in Cleveland, Mississippi, Delta State University serves as an educational and cultural center for the Mississippi Delta, emphasizing service to the Delta and contiguous counties in traditional and distance education formats. The University offers undergraduate, graduate and continuing education programs of study leading to baccalaureate and master's degrees in the Colleges of Arts and Sciences, Business and Aviation, Education and Human Sciences, and the School of Nursing, as well as the Educational Specialist degree and Doctorates in Education and Nursing Practice. Emphasis is placed on excellence in instruction, followed by service and research, in the creation of a community of scholars. With special attention to small classes, a friendly environment, and a broad liberal arts foundation, the University encourages significant student-faculty interactions. Delta State provides programs and services that promote intellectual, cultural, ethical, physical, and social development. Students from different cultural, socioeconomic, and ethnic backgrounds will develop the ability to respect and value others; to develop, assess, and express their own thoughts effectively; and, to use the techniques of research and performance associated with their disciplines.

*Approved October 2017*

### **Jackson State University**

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.

# EXHIBIT 7

September 17, 2020

*Approved June 2020*

## **Mississippi State University**

Mississippi State University is a public research, land-grant university with a mission to provide access and opportunity to all sectors of Mississippi's diverse population, as well as other states and countries, and to offer excellent programs of teaching, research, and service.

Mississippi State University offers a comprehensive range of undergraduate, graduate, and professional programs across many disciplines.

The university embraces its role as a major contributor to the economic development of the state and beyond through targeted research and the transfer of ideas and technology to the public, supported by faculty, staff, student, and alumni relationships with industry, community organizations, and government entities.

Mississippi State University is committed to its tradition of instilling among its community ideals of diversity, citizenship, leadership, and service.

Building on its land-grant tradition, Mississippi State University strategically extends its resources and expertise for the benefit of Mississippi's citizens, the nation, and the world by offering access for working and place-bound learners through its on- and off-campus education and research sites, Extension, and distance education programs.

*Approved June 2019*

## **Mississippi University for Women**

Mississippi University for Women (MUW), a public institution since 1884, provides high quality undergraduate and graduate education for women and men in a variety of liberal arts and professional programs, while maintaining its historic commitment to academic and leadership development for women. MUW emphasizes a personalized learning environment in all of its educational programs, which are offered through the College of Arts, Sciences, and Education, College of Business and Professional Studies, and College of Nursing and Health Sciences. MUW delivers selected programs and courses through distance education formats to provide educational opportunities throughout Mississippi and the United States, while addressing the unique educational and public service needs of northeast Mississippi and adjoining counties in northwest Alabama. MUW supports research, scholarship, and creativity to enhance faculty development and student learning and to advance knowledge in the disciplines offered by the university.

*Approved October 2017*

## **Mississippi Valley State University**

Mississippi Valley State University, as a Carnegie Classified Master's University, provides comprehensive undergraduate and graduate programs in education, the arts and sciences, and professional studies. The University is driven by its commitment to excellence in teaching, learning, service, and research--a commitment resulting in a learner-centered environment that prepares critical thinkers, exceptional communicators, and service-oriented, engaged, and

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productive citizens. MVSU is fundamentally committed to positively impacting the quality of life and creating extraordinary educational opportunities for the Mississippi Delta and beyond.  
*Approved October 2017*

## University of Mississippi

As Mississippi's first comprehensive, public university and academic medical center, the University of Mississippi transforms lives, communities, and the world by providing opportunities for the people of Mississippi and beyond through excellence in learning, discovery, health care, and engagement.

<i>Oxford &amp; Regional Campus Mission</i>	<i>Medical Center Campus Mission</i>
The mission of the University of Mississippi is to create, evaluate, share, and apply knowledge in a free, open, and inclusive environment of intellectual inquiry. Building upon a distinguished foundation in the liberal arts, the state's first comprehensive university serves the people of Mississippi and the world through a breadth of academic, research, professional, and service programs. The University of Mississippi provides an academic experience that emphasizes critical thinking; promotes research and creative achievement to advance society; uses its expertise to engage and transform communities; challenges and inspires a diverse community of undergraduate, graduate, and professional students; offers enriching opportunities outside the classroom; supports lifelong learning; and develops a sense of global responsibility.	The mission of the University of Mississippi Medical Center is to improve the health and well-being of patients and the community through excellent training for health care professionals, engagement in innovative research, and the delivery of state-of-the-art health care.

*Approved November 2017*

## University of Southern Mississippi

The University of Southern Mississippi is a community of engaged citizens, operating as a public, student-centered, doctoral-granting research university serving Mississippi, the nation, and the world. The University is dedicated to scholarship and learning, integrating students at all levels in the creation and application of knowledge through excellence in teaching, research, creative activities, outreach, and service. The University nurtures student success by providing distinctive and competitive educational programs embedded in a welcoming environment, preparing a diverse student population to embark on meaningful life endeavors.  
*Approved October 2017*

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
October 1, 2020**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a special called meeting held via teleconference at the Board Office in Jackson, Mississippi at 12:00 p.m. on October 1, 2020, and pursuant to notice in writing, to each and every member of said Board. The following members participated: Mr. Tom Duff (by phone), Dr. Ford Dye (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). Dr. Steven Cunningham and Mr. Shane Hooper were absent. 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 University of Mississippi Medical Center contractual agreements.**

**FINANCE AGENDA**

Presented by Trustee Tom Duff, Chair

Trustee Alfred McNair recused himself from discussing or voting on items #1 & #2 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 Ogletree, with Trustees Cunningham, Hooper, and McNair absent and not voting, all Trustees legally present and participating voted unanimously to approve items #1 & #2 as submitted on the Finance Agenda. Trustee McNair reconnected to the call following the conclusion of the discussion and vote on items #1 & #2 on the Finance Agenda. On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Cunningham and Hooper absent and not voting, all Trustees legally present and participating voted unanimously to approve items #3 - #6.

1. **SYSTEM** – Approved the request to enter a subgrantee agreement with the University of Mississippi Medical Center to allow the transfer of Federal funds through the Board office to UMMC. This agreement reflects UMMC’s responsibility for the oversight of Federal funds and requires them to make a recommendation to the Board to allow or not allow reimbursement of expenditures incurred through agreements involving funds from HB 1782 to be sent for approval in subsequent Board meetings. These funds will be used for allowable expenditures for agreements with Memorial Hospital at Gulfport, Delta Regional Medical Center, the Mississippi State Hospital, North Mississippi Medical Center, and Baptist Memorial Hospital – North Mississippi. According to Section 8 of HB 1782, the word “agency” is defined as “the Board of Trustees of State Institutions of Higher Learning.” The following responsibilities for oversight by the Board required in HB 1782 are below. According to Section 8 of HB 1782, “The agency shall not disburse any funds appropriated under this act to any recipient without first: (a) making an individualized determination that the reimbursement sought is, in the agency's independent judgment, for necessary expenditures incurred due to the public health emergency with respect to

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COVID-19 as provided under Section 601(d) of the federal Social Security Act as added by Section 5001 of the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and its implementing guidelines, guidance, rules, regulations and/or other criteria, as may be amended or supplemented from time to time, by the United States Department of the Treasury; and (b) determining that the recipient has not received and will not receive reimbursement for the expense in question from any source of funds, including insurance proceeds, other than those funds provided under Section 601 of the federal Social Security Act as added by Section 5001 of the CARES Act. In addition, the agency shall ensure that all funds appropriated under this act are disbursed in compliance with the Single Audit Act (31 USC Sections 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.” Additionally, according to Section 9 of HB 1782, “As a condition of receiving and expending the funds appropriated to the agency under this act, the agency shall certify to the Department of Finance and Administration that each expenditure of the funds appropriated to the agency under this act is in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act.” Finally, Section 9 of HB 1782 states that “If the Office of Inspector General of the United States Department of the Treasury, or the Office of Inspector General of any other federal agency having oversight over the use of monies from the Coronavirus Relief Fund established by the CARES Act (a) determines that the agency or recipient has expended or otherwise used any of the funds appropriated to the agency under this act for any purpose that is not in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act, and (b) the State of Mississippi is required to repay the federal government for any of those funds that the Office of the Inspector General determined were expended or otherwise used improperly by the agency or recipient, then the agency or recipient that expended or otherwise used those funds improperly shall be required to pay the amount of those funds to the State of Mississippi for repayment to the federal government.” Therefore, in order to comply with the oversight responsibility given to the Board by the Legislature, the University of Mississippi Medical Center shall submit requests to the Board for expenditure reimbursement from the hospital so that the Board may make a determination of compliance with the purposes of HB 1782, the CARES Act, United States Treasury guidance, and other applicable Federal laws in order that the expenditures may be certified to the Department of Finance and Administration as compliant prior to reimbursement. Such reimbursement requests will be submitted for Board approval in subsequent Board meetings. When submitting such requests for reimbursement to the IHL Board, UMMC shall also submit its recommendation for approval based on its detailed review of each individual expenditure and its assessment that each request is in compliance with HB 1782 and applicable CARES Act provisions, United States Treasury guidance requirements and other applicable Federal laws. The term of the agreement is three (3) months and twelve (12) days, from September

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18, 2020, to December 30, 2020. The total cost of the agreement is \$4,418,000. The agreement will be funded by State funds appropriated by the Mississippi Legislature through HB 1782, 2020 Regular Session. Memorial Hospital at Gulfport, Delta Regional Medical Center, the Mississippi State Hospital, North Mississippi Medical Center, and Baptist Memorial Hospital – North Mississippi agree that reimbursement will only be allowed provided they are determined to be in compliance with the Federal Funds from Coronavirus Relief Fund and guidance provided by the United States Treasury, as well as with the requirements of Mississippi HB 1782. UMMC and Board staff will review requests for reimbursement from Memorial Hospital at Gulfport, Delta Regional Medical Center, the Mississippi State Hospital, North Mississippi Medical Center, and Baptist Memorial Hospital – North Mississippi to determine compliance with Federal Law and United States Treasury guidance, as well as with Mississippi HB 1782, prior to submitting such reimbursement requests to the Board for a determination of compliance with the requirements of HB 1782, the CARES Act, United States Treasury guidance, and other applicable Federal laws in future agenda items. All requests for reimbursement will be provided to the Board of Trustees for a final determination of compliance with the CARES Act, United States Treasury guidance, and other applicable Federal laws. 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. **UMMC** – Approved the request for UMMC through the Office of Mississippi Physician Workforce (OMPW) to enter a New Program Development Agreement (Agreement) with Memorial Hospital at Gulfport (MHG) to provide financial support to start and/or expand the Accreditation Council on Graduate Medical Education (ACGME) accredited Family Medicine Physicians Training Program (GME Training Program). According to Section 8 of HB 1782, the word “agency” is defined as “the Board of Trustees of State Institutions of Higher Learning.” The following responsibilities for oversight by the Board required in HB 1782 are below. According to Section 8 of HB 1782, “The agency shall not disburse any funds appropriated under this act to any recipient without first: (a) making an individualized determination that the reimbursement sought is, in the agency's independent judgment, for necessary expenditures incurred due to the public health emergency with respect to COVID-19 as provided under Section 601(d) of the federal Social Security Act as added by Section 5001 of the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and its implementing guidelines, guidance, rules, regulations and/or other criteria, as may be amended or supplemented from time to time, by the United States Department of the Treasury; and (b) determining that the recipient has not received and will not receive reimbursement for the expense in question from any source of funds, including insurance proceeds, other than those funds provided under Section 601 of the federal Social Security Act as added by Section 5001 of the CARES Act. In addition, the agency shall ensure that all funds appropriated under this act are disbursed in compliance with the Single Audit Act (31 USC Sections 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.” Additionally, according to Section 9 of HB 1782, “As a condition of receiving and expending the funds appropriated to the agency under this act,

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the agency shall certify to the Department of Finance and Administration that each expenditure of the funds appropriated to the agency under this act is in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act.” Finally, Section 9 of HB 1782 states that “If the Office of Inspector General of the United States Department of the Treasury, or the Office of Inspector General of any other federal agency having oversight over the use of monies from the Coronavirus Relief Fund established by the CARES Act (a) determines that the agency or recipient has expended or otherwise used any of the funds appropriated to the agency under this act for any purpose that is not in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act, and (b) the State of Mississippi is required to repay the federal government for any of those funds that the Office of the Inspector General determined were expended or otherwise used improperly by the agency or recipient, then the agency or recipient that expended or otherwise used those funds improperly shall be required to pay the amount of those funds to the State of Mississippi for repayment to the federal government.” Therefore, in order to comply with the oversight responsibility given to the Board by the Legislature, the University of Mississippi Medical Center shall submit requests to the Board for expenditure reimbursement from the hospital so that the Board may make a determination of compliance with the purposes of HB 1782, the CARES Act, United States Treasury guidance, and other applicable Federal laws in order that the expenditures may be certified to the Department of Finance and Administration as compliant prior to reimbursement. Such reimbursement requests will be submitted for Board approval in subsequent Board meetings. When submitting such requests for reimbursement to the IHL Board, UMMC shall also submit its recommendation for approval based on its detailed review of each individual expenditure and its assessment that each request is in compliance with HB 1782 and applicable CARES Act provisions, United States Treasury guidance requirements and other applicable Federal laws. The term of the agreement is from September 25, 2020, to December 30, 2020. The total cost of the agreement is \$883,600. The agreement will be funded by State funds appropriated by the Mississippi Legislature through HB 1782, 2020 Regular Session. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

3. **UMMC** – Approved the request for the University of Mississippi Medical Center through the Office of Mississippi Physician Workforce (OMPW) to enter a New Program Development Agreement (Agreement) with Baptist Memorial Hospital – North Mississippi, Inc. (Baptist) to provide financial support to start and/or expand the Accreditation Council on Graduate Medical Education (ACGME) accredited Internal Medicine Physicians Training Program (GME Training Program). According to Section 8 of HB 1782, the word “agency” is defined as “the Board of Trustees of State Institutions of Higher Learning.” The following responsibilities for oversight by the Board required in HB 1782 are below. According to Section 8 of HB 1782, “The agency shall not disburse

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any funds appropriated under this act to any recipient without first: (a) making an individualized determination that the reimbursement sought is, in the agency's independent judgment, for necessary expenditures incurred due to the public health emergency with respect to COVID-19 as provided under Section 601(d) of the federal Social Security Act as added by Section 5001 of the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and its implementing guidelines, guidance, rules, regulations and/or other criteria, as may be amended or supplemented from time to time, by the United States Department of the Treasury; and (b) determining that the recipient has not received and will not receive reimbursement for the expense in question from any source of funds, including insurance proceeds, other than those funds provided under Section 601 of the federal Social Security Act as added by Section 5001 of the CARES Act. In addition, the agency shall ensure that all funds appropriated under this act are disbursed in compliance with the Single Audit Act (31 USC Sections 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.” Additionally, according to Section 9 of HB 1782, “As a condition of receiving and expending the funds appropriated to the agency under this act, the agency shall certify to the Department of Finance and Administration that each expenditure of the funds appropriated to the agency under this act is in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act.” Finally, Section 9 of HB 1782 states that “If the Office of Inspector General of the United States Department of the Treasury, or the Office of Inspector General of any other federal agency having oversight over the use of monies from the Coronavirus Relief Fund established by the CARES Act (a) determines that the agency or recipient has expended or otherwise used any of the funds appropriated to the agency under this act for any purpose that is not in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act, and (b) the State of Mississippi is required to repay the federal government for any of those funds that the Office of the Inspector General determined were expended or otherwise used improperly by the agency or recipient, then the agency or recipient that expended or otherwise used those funds improperly shall be required to pay the amount of those funds to the State of Mississippi for repayment to the federal government.” Therefore, in order to comply with the oversight responsibility given to the Board by the Legislature, the University of Mississippi Medical Center shall submit requests to the Board for expenditure reimbursement from the hospital so that the Board may make a determination of compliance with the purposes of HB 1782, the CARES Act, United States Treasury guidance, and other applicable Federal laws in order that the expenditures may be certified to the Department of Finance and Administration as compliant prior to reimbursement. Such reimbursement requests will be submitted for Board approval in subsequent Board meetings. When submitting such requests for reimbursement to the IHL Board, UMMC shall also submit its recommendation for approval based on its detailed review of each

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individual expenditure and its assessment that each request is in compliance with HB 1782 and applicable CARES Act provisions, United States Treasury guidance requirements and other applicable Federal laws. The term of the agreement is from September 25, 2020, to December 30, 2020. The total cost of the agreement is \$883,600. The agreement will be funded by State funds appropriated by the Mississippi Legislature through HB 1782, 2020 Regular Session. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

4. **UMMC** – Approved the request for the University of Mississippi Medical Center through the Office of Mississippi Physician Workforce (OMPW) to enter a New Program Development Agreement (Agreement) with Delta Regional Medical Center (DRMC) to provide financial support to start and/or expand the Accreditation Council on Graduate Medical Education (ACGME) accredited Family Medicine Physicians Training Program (GME Training Program). According to Section 8 of HB 1782, the word “agency” is defined as “the Board of Trustees of State Institutions of Higher Learning.” The following responsibilities for oversight by the Board required in HB 1782 are below. According to Section 8 of HB 1782, “The agency shall not disburse any funds appropriated under this act to any recipient without first: (a) making an individualized determination that the reimbursement sought is, in the agency’s independent judgment, for necessary expenditures incurred due to the public health emergency with respect to COVID-19 as provided under Section 601(d) of the federal Social Security Act as added by Section 5001 of the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and its implementing guidelines, guidance, rules, regulations and/or other criteria, as may be amended or supplemented from time to time, by the United States Department of the Treasury; and (b) determining that the recipient has not received and will not receive reimbursement for the expense in question from any source of funds, including insurance proceeds, other than those funds provided under Section 601 of the federal Social Security Act as added by Section 5001 of the CARES Act. In addition, the agency shall ensure that all funds appropriated under this act are disbursed in compliance with the Single Audit Act (31 USC Sections 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.” Additionally, according to Section 9 of HB 1782, “As a condition of receiving and expending the funds appropriated to the agency under this act, the agency shall certify to the Department of Finance and Administration that each expenditure of the funds appropriated to the agency under this act is in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act.” Finally, Section 9 of HB 1782 states that “If the Office of Inspector General of the United States Department of the Treasury, or the Office of Inspector General of any other federal agency having oversight over the use of monies from the Coronavirus Relief Fund established by the CARES Act (a) determines that the agency or recipient has expended or otherwise used any of the funds appropriated to the agency under this act for any purpose that is not in compliance with the guidelines,

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guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act, and (b) the State of Mississippi is required to repay the federal government for any of those funds that the Office of the Inspector General determined were expended or otherwise used improperly by the agency or recipient, then the agency or recipient that expended or otherwise used those funds improperly shall be required to pay the amount of those funds to the State of Mississippi for repayment to the federal government.” Therefore, in order to comply with the oversight responsibility given to the Board by the Legislature, the University of Mississippi Medical Center shall submit requests to the Board for expenditure reimbursement from the hospital so that the Board may make a determination of compliance with the purposes of HB 1782, the CARES Act, United States Treasury guidance, and other applicable Federal laws in order that the expenditures may be certified to the Department of Finance and Administration as compliant prior to reimbursement. Such reimbursement requests will be submitted for Board approval in subsequent Board meetings. When submitting such requests for reimbursement to the IHL Board, UMMC shall also submit its recommendation for approval based on its detailed review of each individual expenditure and its assessment that each request is in compliance with HB 1782 and applicable CARES Act provisions, United States Treasury guidance requirements and other applicable Federal laws. The term of the agreement is from September 25, 2020, to December 30, 2020. The total cost of the agreement is \$883,600. The agreement will be funded by State funds appropriated by the Mississippi Legislature through HB 1782, 2020 Regular Session. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

5. **UMMC** – Approved the request for the University of Mississippi Medical Center through the Office of Mississippi Physician Workforce (OMPW) to enter a New Program Development Agreement (Agreement) with Mississippi State Hospital (MSH) to provide financial support to start and/or expand the Accreditation Council on Graduate Medical Education (ACGME) an accredited Psychiatry Physicians Training Program (GME Training Program). According to Section 8 of HB 1782, the word “agency” is defined as “the Board of Trustees of State Institutions of Higher Learning.” The following responsibilities for oversight by the Board required in HB 1782 are below. According to Section 8 of HB 1782, “The agency shall not disburse any funds appropriated under this act to any recipient without first: (a) making an individualized determination that the reimbursement sought is, in the agency’s independent judgment, for necessary expenditures incurred due to the public health emergency with respect to COVID-19 as provided under Section 601(d) of the federal Social Security Act as added by Section 5001 of the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and its implementing guidelines, guidance, rules, regulations and/or other criteria, as may be amended or supplemented from time to time, by the United States Department of the Treasury; and (b) determining that the recipient has not received and will not receive reimbursement for the expense in question from any source of funds, including insurance proceeds, other than those funds provided under Section 601 of the federal Social Security Act as added by Section 5001 of the CARES Act. In addition, the agency shall ensure that all funds

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appropriated under this act are disbursed in compliance with the Single Audit Act (31 USC Sections 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.” Additionally, according to Section 9 of HB 1782, “As a condition of receiving and expending the funds appropriated to the agency under this act, the agency shall certify to the Department of Finance and Administration that each expenditure of the funds appropriated to the agency under this act is in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act.” Finally, Section 9 of HB 1782 states that “If the Office of Inspector General of the United States Department of the Treasury, or the Office of Inspector General of any other federal agency having oversight over the use of monies from the Coronavirus Relief Fund established by the CARES Act (a) determines that the agency or recipient has expended or otherwise used any of the funds appropriated to the agency under this act for any purpose that is not in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act, and (b) the State of Mississippi is required to repay the federal government for any of those funds that the Office of the Inspector General determined were expended or otherwise used improperly by the agency or recipient, then the agency or recipient that expended or otherwise used those funds improperly shall be required to pay the amount of those funds to the State of Mississippi for repayment to the federal government.” Therefore, in order to comply with the oversight responsibility given to the Board by the Legislature, the University of Mississippi Medical Center shall submit requests to the Board for expenditure reimbursement from the hospital so that the Board may make a determination of compliance with the purposes of HB 1782, the CARES Act, United States Treasury guidance, and other applicable Federal laws in order that the expenditures may be certified to the Department of Finance and Administration as compliant prior to reimbursement. Such reimbursement requests will be submitted for Board approval in subsequent Board meetings. When submitting such requests for reimbursement to the IHL Board, UMMC shall also submit its recommendation for approval based on its detailed review of each individual expenditure and its assessment that each request is in compliance with HB 1782 and applicable CARES Act provisions, United States Treasury guidance requirements and other applicable Federal laws. The term of the agreement is from September 25, 2020, to December 30, 2020. The total cost of the agreement is \$883,600. The agreement will be funded by State funds appropriated by the Mississippi Legislature through HB 1782, 2020 Regular Session. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

6. **UMMC** – Approved the request for the University of Mississippi Medical Center through the Office of Mississippi Physician Workforce (OMPW) to enter a New Program Development Agreement (Agreement) with North Mississippi Medical Center, Inc. (NMMC) to provide financial support to start and/or expand the Accreditation Council on

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Graduate Medical Education (ACGME) Accredited Internal Medicine Physicians Training Program (GME Training Program). According to Section 8 of HB 1782, the word “agency” is defined as “the Board of Trustees of State Institutions of Higher Learning.” The following responsibilities for oversight by the Board required in HB 1782 are below. According to Section 8 of HB 1782, “The agency shall not disburse any funds appropriated under this act to any recipient without first: (a) making an individualized determination that the reimbursement sought is, in the agency's independent judgment, for necessary expenditures incurred due to the public health emergency with respect to COVID-19 as provided under Section 601(d) of the federal Social Security Act as added by Section 5001 of the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and its implementing guidelines, guidance, rules, regulations and/or other criteria, as may be amended or supplemented from time to time, by the United States Department of the Treasury; and (b) determining that the recipient has not received and will not receive reimbursement for the expense in question from any source of funds, including insurance proceeds, other than those funds provided under Section 601 of the federal Social Security Act as added by Section 5001 of the CARES Act. In addition, the agency shall ensure that all funds appropriated under this act are disbursed in compliance with the Single Audit Act (31 USC Sections 7501-7507) and the related provisions of the Uniform Guidance, 2 CFR Section 200.303 regarding internal controls, Sections 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.” Additionally, according to Section 9 of HB 1782, “As a condition of receiving and expending the funds appropriated to the agency under this act, the agency shall certify to the Department of Finance and Administration that each expenditure of the funds appropriated to the agency under this act is in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act.” Finally, Section 9 of HB 1782 states that “If the Office of Inspector General of the United States Department of the Treasury, or the Office of Inspector General of any other federal agency having oversight over the use of monies from the Coronavirus Relief Fund established by the CARES Act (a) determines that the agency or recipient has expended or otherwise used any of the funds appropriated to the agency under this act for any purpose that is not in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus Relief Fund established by the CARES Act, and (b) the State of Mississippi is required to repay the federal government for any of those funds that the Office of the Inspector General determined were expended or otherwise used improperly by the agency or recipient, then the agency or recipient that expended or otherwise used those funds improperly shall be required to pay the amount of those funds to the State of Mississippi for repayment to the federal government.” Therefore, in order to comply with the oversight responsibility given to the Board by the Legislature, the University of Mississippi Medical Center shall submit requests to the Board for expenditure reimbursement from the hospital so that the Board may make a determination of compliance with the purposes of HB 1782, the CARES Act, United States Treasury guidance, and other applicable Federal laws in

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order that the expenditures may be certified to the Department of Finance and Administration as compliant prior to reimbursement. Such reimbursement requests will be submitted for Board approval in subsequent Board meetings. When submitting such requests for reimbursement to the IHL Board, UMMC shall also submit its recommendation for approval based on its detailed review of each individual expenditure and its assessment that each request is in compliance with HB 1782 and applicable CARES Act provisions, United States Treasury guidance requirements and other applicable Federal laws. The term of the agreement is from September 25, 2020, to December 30, 2020. The total cost of the agreement is \$883,600. The agreement will be funded by State funds appropriated by the Mississippi Legislature through HB 1782, 2020 Regular Session. 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 McNair, seconded by Trustee Duff, with Trustees Cunningham, Hooper, and Luckey absent and not voting, all Trustees legally present and participating voted unanimously to adjourn the meeting.

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President, Board of Trustees of State Institutions of Higher Learning

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Commissioner, Board of Trustees of State Institutions of Higher Learning

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1. **ASU – REQUEST FOR APPROVAL OF SERVICES AGREEMENT WITH EJSCS, INC. D/B/A EJS CLEANING SERVICES**

**Agenda Item Request:** Alcorn State University requests approval to enter into a one-year contract with **EJSCS, Inc. D/B/A EJ’S Cleaning Services** for custodial services for 6 university buildings.

**Contractor’s Legal Name:** **EJSCS, Inc. D/B/A EJ’S Cleaning Services**

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

**Specific Type of Contract:** This is a new contract for custodial services for 6 university buildings.

**Purpose:** The purpose of this contract is to provide custodial services for 6 university buildings including Bowles Hall, David L. Whitney Recreation Complex, J. D. Boyd Library, Walter Washington Administration and Classroom Building, Extension and Research Complex, and Joyce L. Bolden Fine Arts Building. These buildings have total 419,480 gross square feet.

**Scope of Work:** This contract provides custodial services for 6 university buildings including Bowles Hall, David L. Whitney Recreation Complex, J. D. Boyd Library, Walter Washington Administration and Classroom Building, Extension and Research Complex, and Joyce L. Bolden Fine Arts Building. These buildings total 419,480 gross square feet. Daily cleaning services will be provided Monday-Friday during a day shift and a night shift. The contractor will be responsible for providing labor, equipment and materials (with the exception of toilet tissue, paper towels, soaps, and deep cleaning equipment). The contractor must provide an on-site manager for each of the two shifts. The contractor also includes before and after cleaning for all home basketball and volleyball games played in the 3436 seat Whitney Recreation Complex. The contractor is also responsible for deep cleaning of all buildings during the summer months. The contractor must fulfill a task and frequency schedule as provided during the solicitation for bids.

**Term of Contract:** One year, starting 11/1/2020 and ending 10/31/2021.

**Contract Amount:** The total contract cost is \$328,999.98 with monthly payments in the amount of \$27,416.66

**Funding Source for Contract:** The contract will be funded by university building maintenance funds.

**Termination Options:** The university may terminate the contract (1) for default and (2) for unavailability of funds.

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**Contractor Selection Process:** A request for bids was issued on July 14, 2020 for custodial services. Bids were opened on July 31, 2020. Eleven bids were received from firms located throughout the United States. Bids ranged from the lowest bid of \$328,999.98 (EJSCS) to the highest bid of 913,541.00 (Fresh Start Facility Services). EJSCS was called in for an interview on August 11 and based on the interview, it was determined that they possessed the corporate capability to fulfill the obligations of the scope of work outlined in the 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 Alcorn State University and EJ'S Cleaning Services for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

2. **JSU – REQUEST FOR APPROVAL TO ENTER INTO A SECOND EXTENSION AGREEMENT FOR THE SECOND APPLICATION SUBSCRIPTION PROGRAM AGREEMENT WITH TOUCHNET INFORMATION SYSTEMS, INC.**

**Agenda Item Request:** Jackson State University requests approval of the Second Extension Agreement for the Second Application Subscription Program Agreement with TouchNet Information Systems, Inc., for the annual Application Subscription Program Fee (“ASP Fee”) for the Bill+Payment Account Center, TouchNet Payment Plans, TouchNet Marketplace uPay Software and TouchNet Marketplace uStores Software.

**Contractor’s Legal Name:** TouchNet Information Systems, Inc.

**History of Contract:** The parties entered into the Second Application Subscription Program Agreement dated June 5, 2012, a TouchNet Professional Services Agreement dated February 5, 2014, a First Addendum to the Second Application Subscription Program Agreement dated February 5, 2014, a First Extension for Second Application Subscription Program Agreement dated April 27, 2017, and a TouchNet Ready Partner Order Form #1 dated February 15, 2019 (collectively, the "Second ASP Agreement"), which expire on June 30, 2020, and the parties now desire to extend and continue the Second ASP Agreement via a second extension agreement.

**Specific Type of Contract:** Contract Extension

**Purpose:** To extend the professional service agreement between Jackson State University and TouchNet Information Systems, Inc., for the Bill+Payment Account

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Center, TouchNet Payment Plans, TouchNet Marketplace uPay Software and TouchNet Marketplace uStores Software.

**Scope of Work:** The agreement sets out the terms under which TouchNet Information Systems will provide the **Bill+Payment** Account Center, TouchNet Payment Plans, TouchNet Marketplace uPay Software and TouchNet Marketplace uStores Software.

**Term of Contract:** The Second Extension Agreement for the Second ASP Agreement shall be extended for an additional five-year term commencing on July 1, 2020 and continuing through July 31, 2025.

**Termination Options:** A party has the right to terminate this Second Extension Agreement for the Second ASP Agreement if the other party breaches a material provision of this Agreement; further, this Agreement contains an “Availability of Funds” provision.

**Contract Amount:** The estimated total cost over this period is \$494,495.00. No training or implementation costs will be necessary.

**Funding Source of Contract:** The annual fee will be paid by the Department of Information Technology with E&G funds.

**Contractor Selection Process:** ITS issued CP-1 20200503 exemption allowing the University to process the sole source procurement for the payment processing system. The sole source procurement was submitted and approved by the Department of Finance and Administration.

**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 Jackson State University and TouchNet Information Systems, Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

3. **JSU – REQUEST FOR APPROVAL TO ENTER INTO A THIRD EXTENSION AGREEMENT OF THE APPLICATION SUBSCRIPTION PROGRAM WITH TOUCHNET INFORMATION SYSTEMS, INC.**

**Agenda Item Request:** Jackson State University requests approval of the third extension agreement with **TouchNet Information Systems, Inc.**, for the annual Application Subscription Program Fee (“ASP Fee”) for the TouchNet Payment Gateway Credit Card and ACH Engines, Payment Client (including alumni donations and registrar transcript request fees payment points), and eBill software.

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**Contractor's Legal Name:** TouchNet Information Systems, Inc.

**History of Contract:** The parties entered into an Application Subscription Program Agreement dated July 13, 2005, a First ASP Addendum dated January 6, 2010, an Extension Agreement dated November 30, 2010, and a Second Extension Agreement dated October 29, 2015 (collectively, the "ASP Agreement"), which expire on July 31, 2020, and the parties now desire to extend and continue the ASP Agreement.

**Specific Type of Contract:** Contract Extension

**Purpose:** To extend the professional service agreement between Jackson State University and TouchNet Information Systems, Inc., for the TouchNet Payment Gateway Credit Card and ACH Engines, Payment Client (including alumni donations and registrar transcript request fees payment points), and eBill software.

**Scope of Work:** The agreement sets out the terms under which TouchNet Information Systems will provide the TouchNet Payment Gateway Credit Card and ACH Engines, Payment Client (including alumni donations and registrar transcript request fees payment points), and eBill software.

**Term of Contract:** The Third Extension Agreement of the application subscription program shall be extended for an additional five-year term commencing on August 1, 2020 and continuing through July 31, 2025.

**Termination Options:** A party has the right to terminate this Third Extension Agreement if the other party breaches a material provision of this Second ASP Agreement; further, this Agreement contains an "Availability of Funds" provision.

**Contract Amount:** The estimated total cost over this period is \$393,170.00. No training or implementation costs will be necessary.

**Funding Source of Contract:** The annual fee will be paid by the Department of Information Technology with E&G funds.

**Contractor Selection Process:** ITS issued CP-1 20200504 exemption allowing the University to process the sole source procurement for the payment processing system. The sole source procurement was submitted and approved by the Department of Finance and Administration.

**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 Jackson State University and TouchNet Information Systems, Inc for

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

**4. MSU – REQUEST FOR APPROVAL FOR A SERVICE AGREEMENT WITH SASAKI ARCHITECTS, PC**

**Agenda Item Request:** Mississippi State University requests Board authorization to enter into a contract for services with **Sasaki Architects** to update the 2011 Campus Master Plan.

**Contractor’s Legal Name:** Sasaki Architects, PC

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

**Specific Type of Contract:** Service

**Purpose:** A facilities master plan must be developed for each campus and be submitted to the Board of Trustees for approval when completed. Once completed and approved by the Board, the master facilities plan must be updated every ten (10) years and submitted for review and approval. The purpose of entering into this service contract is to provide the ten (10) year update to MSU’s 2011 Master Plan per IHL Board Policy 903 (a).

**Scope of Work:** Pursuant to this contract, Sasaki will:

- a. Revise documents and graphics in the 2011 Master Plan to reflect emerging development strategy for the campus over the next five-to-ten years;
- b. Provide civil engineering and transportation assessments and recommendations;
- c. Provide design and planning guidelines for the campus district;
- d. Provide pedestrian pathway and campus street closure guidelines;
- e. Assess current and future space needs to support the academic, research, and outreach mission of the University.

**Term of Contract:** To begin upon execution for a period of one year.

**Contract Amount:** \$ 590,000

**Funding Source for Contract:** MSU Internal Funds

**Termination Options:** Agreement may be terminated by either party upon seven (7) days written notice.

**Contractor Selection Process:** Sasaki was the national firm which assisted in developing the current Master Plan. Based upon their expertise in the industry as well as their prior knowledge of MSU, it’s campus and the previous Master Plan, it was determined that

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Sasaki could provide the appropriate level of service and expertise more efficiently and at a reasonable cost.

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

5. **UM – REQUEST FOR APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH CARNEGIE DARTLETT LLC**

**Agenda Item Request:** The University of Mississippi University Marketing & Communications Department requests approval to amend a contract with **Carnegie Dartlet LLC**.

**Contractor’s Legal Name:** Carnegie Dartlet LLC

**History of Contract:** UM is currently under a Master Service Agreement with Carnegie Dartlet LLC approved by the IHL Board in March of 2019. The addition of Statement of Work #2 was approved by the IHL Board in November of 2019. Statement of Work #3 and Amendment #1 were approved by the IHL Board in January of 2020.

**Specific Type of Contract:** This is an amendment to the Master Service Agreement to add a new Statement of Work and Amendment 2.

**Purpose:** This contract amendment includes Statement of Work 4 (SOW4) which will provide digital marketing services to support the university’s enrollment strategy. Amendment 2 is also included to extend the term of the Master Service Agreement to March 2025.

**Scope of Work:** The statement of work details a five-month proposed media plan for digital marketing and consulting services.

**Term of Contract:** The current MSA is scheduled to expire on March 22, 2021. Amendment #2 will extend the end date of the MSA to March 22, 2025.

**Termination Options:** As part of the Master Service Agreement, the amendment can be canceled for convenience by either party. The effective date of cancellation shall be sixty (60) days from the date of written notice of intent to cancel. In addition, this Agreement may be canceled with fourteen (14) days’ notice due to a breach of the terms of the Agreement. It may also be terminated immediately for bankruptcy, assignment for benefit

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of creditors, or if a receiver is appointed to control the business of the other party. This contract may be canceled for non-availability of funds in the event that the funds used to pay for the contract become unavailable due to a change or decrease in the legislative appropriation to The University of Mississippi.

**Contract Amount:** The amount of SOW4 is \$240,198. This addition would increase the total amount of the existing Agreement to a sum not to exceed \$887,563.

**Funding Source for Contract:** The source of funding for the contract will be Educational and General funds.

**Contractor Selection Process:** The University Marketing & Communications department solicited quotes for the scope of work included on SOW4 from both Carnegie Dartlet and another digital marketing agency. The quote submitted by Carnegie Dartlet was the lower of the two quotes and included the lower agency fees, thus allowing UM to optimize a digital marketing budget.

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

6. **UM – REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH JACKSON SPALDING, INC.**

**Agenda Item Request:** The University of Mississippi Office of University Marketing and Communications requests approval to enter into a contract with **Jackson Spalding**, an Atlanta-based marketing communications agency.

**Contractor’s Legal Name:** **Jackson Spalding, Inc.**

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

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

**Purpose:** The purpose of this contract is to provide issues management and strategic communications counsel and services

**Scope of Work:** Jackson Spalding (Agency) shall provide to The University of Mississippi (UM) certain issues management services as and when such services are needed. Agency and UM each acknowledge that the precise scope of the Services will

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evolve and depend upon facts and circumstances that are not entirely foreseeable as of the date of the Agreement. Any work and budget shall be submitted to and approved by UM prior to start of work. Email correspondence will be used to transmit and obtain this approval. The initial Services are anticipated to include, but are not limited to:

- Issues Management and Crisis Communications Planning
- Research
- Ongoing Issues Management Communications Assistance
- Graphic Design
- Photo/Video Support
- Speaker Coaching

**Term of Contract:** The initial term of the contract is 12 months. Upon the expiration of the initial term, this Agreement may automatically renew for no more than two (2) successive twelve (12) month terms.

**Termination Options:** Either party may provide written notice of nonrenewal at least sixty (60) days prior to the end of the then-current term. Either party, in its sole discretion, may terminate this agreement at any time after the first ninety (90) days of the initial term, without cause, by providing at least sixty (60) days' prior written notice to the other party. This agreement may be terminated before the expiration date of the term on written notice:

1. by Agency, if Client fails to pay any amount when due hereunder and such failure continues for fifteen (15) days after Client's receipt of written notice of nonpayment;
2. by either Party, if the other Party materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within thirty (30) days after the breaching Party's receipt of written notice of such breach; or
3. by either Party, if the other Party (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

The non-affected Party may terminate this Agreement and/or any affected SOW if such failure or delay caused by or resulting from force majeure continues for a period of thirty (30) days or more, except where the circumstance beyond the Party's control is a pandemic, University closure or disruption of operations, or local, state or federal executive order, than the Party shall have the right to terminate upon written notice to the other. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of UM. This contract is cancellable with thirty (30) days' notice to the

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vendor at the end of the fiscal period in the event funds are not appropriated by the funding authority.

**Contract Amount:** The total spend under this contract, inclusive of any and all fees and expenses specified herein, shall not exceed \$300,000.

**Funding Source for Contract:** Funding for this contract will be provided through educational & general funds.

**Contractor Selection Process:** In the fall of 2019, the Office of University Marketing and Communications solicited proposals from six agencies with crisis and issues management capabilities. Those agencies were: BGR Public Relations, The Cirlot Agency, FTI Strategic Communications, Jackson Spalding, Inc., Kith, and Strategic Marketing Group LLC. The university reviewed the proposals with an eye toward deep media expertise, proven crisis communications capabilities, and experience in higher education and intercollegiate athletics. Jackson Spalding's proven experience with leading organizations across the Southeast and the caliber of its counsel were decisive factors in their selection. Cost was also a key consideration. Three of the agencies were representative of the rates that national agencies charge Fortune 500 clients, and we were not comfortable committing at those levels. After evaluating the firms on the merits, we concluded that Jackson Spalding offered the best combination of price, relevant experience, ability for us to manage our spend, and scale to serve the breadth of services that we needed to support the university and its leadership in this area.

The university team chose Jackson Spalding and entered into a one-year contract with the intent of using this time period to gauge fit with the university and its leadership team. The university is very pleased with the services provided and now seeks to enter into a new contract with Jackson Spalding.

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

7. **UM – REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH SAGE PUBLISHING, INC.**

**Agenda Item Request:** The University of Mississippi Libraries request approval to enter into a contract with **SAGE Publishing, Inc.** This contract will increase the amount of content accessible to students and researchers while controlling the cost and rate of increase in costs. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods

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and Services, UM also requests a waiver to allow prepayment of the annual payment each November preceding the start of the subscription years.

**Contractor's Legal Name:** SAGE Publishing, Inc.

**History of Contract:** While we have purchased annual subscriptions for certain journals, this contract will be the first time the UM Libraries have contracted with SAGE for journal content and for CQ Voting Elections Collection over a multi-year time period.

**Specific Type of Contract:** This contract is for purchase of journal content.

**Purpose:** The purpose of this contract is to increase the content accessible to our students and researchers and to control the rate of pricing increase for these subscriptions. Sage journals normally increase in price at a rate of 6% per year. With this contract, the rate of increase will be held at 2.5% per year.

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

**Term of Contract:** This contract will be in effect from November 1, 2020 until December 31, 2023.

**Termination Options:** This contract can be terminated due to breach of contract, due to force majeure, and in the event that the funds used to pay for the Agreement become unavailable due to decrease or change in the legislative appropriation. UM may terminate this Agreement upon forty-five (45) days written notice to SAGE. The Parties may terminate Exhibit 2 as follows:

2. Either party may terminate upon thirty (30) days' written notice prior to the end of any Product Term (i.e., the Product Initial Term or any Product Renewal Term); and SAGE may terminate if payment for any Term is not received within forty-five (45) days of the date of invoice.

**Contract Amount:** The exact amount of the contract in any given year can change due to the change of journal titles available in the journal package. Costs of the subscriptions will be paid in November of the year preceding the subscription year. The chart below details the estimated costs over the contract term at \$455,166.

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

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**Contractor Selection Process:** Sage is the only publisher for these particular journals and collection. These products were selected by subject specialist librarians in consultation with faculty members.

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

8. **UMMC– REQUEST FOR APPROVAL OF AN ESCALATION TO THE SCHOOL OF MEDICINE BUDGET FOR FY 2020**

The University of Mississippi Medical Center requests approval of a budget escalation for the School of Medicine for FY 2020. These escalations are due to changes in cost allocations from the Hospital budget. These escalations are offset by reductions in the Hospital budget.

Budget Revision by Major Object				
	Category	Current Budget	Increase/(Decrease)	Revised Budget
	Salaries	67,727,023.00	8,500,000.00	76,227,023.00
	Wages	9,529,540.00	950,000.00	10,479,540.00
	Fringe Benefits	17,599,237.00	2,650,000.00	20,249,237.00
	<b>Total Salaries, Wages, and Fringe Benefits</b>	<b>94,855,800.00</b>	<b>12,100,000.00</b>	<b>106,955,800.00</b>
	Travel and Subsistence	2,985,306.00	(1,600,000.00)	1,385,306.00
	Contractual Services	6,888,608.00	(650,000.00)	6,238,608.00
	Commodities	2,713,605.00	(205,000.00)	2,508,605.00
	Capital Outlay			
	Non-Equipment	-	-	-
	Equipment	1,170,645.00	(850,000.00)	320,645.00
	<b>Total Capital Outlay</b>	<b>1,170,645.00</b>	<b>(850,000.00)</b>	<b>320,645.00</b>
	Subsidies, Loans and Grants	-		-
	PSOA	50,875,312.00	-	50,875,312.00
	Non-Mandatory Transfers			
	Auxiliary Support	-	-	-
	Building Projects	-	-	-
	Other	-	-	-
	<b>Total Non-Mandatory Transfers</b>	<b>-</b>	<b>-</b>	<b>-</b>
	Increase in Fund Balance	-	-	-
	<b>Total Uses of Funding</b>	<b>159,489,276.00</b>	<b>8,795,000.00</b>	<b>168,284,276.00</b>

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**Board staff recommends approval of this item.**

**9. UMMC – REQUEST FOR APPROVAL OF AN END USER LICENSE AGREEMENT WITH DELL MARKETING, LP, EMC CORPORATION, AND MORE DIRECT, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an End User License Agreement (EULA) with **Dell Marketing, L.P. and EMC Corporation (EMC)** for the purchase of hardware, software, and maintenance for an enterprise primary and disaster recovery data storage systems. The Master Service Agreement (MSA) that UMMC previously negotiated with **MoreDirect, Inc. d/b/a Connection (Connection)** applies also to the purchase transaction. The storage system serves UMMC’s applications, information, data and disaster recovery utilized throughout its missions. The increases in UMMC’s research programs, patient information and volume, and population health data contribute to its ever-growing data storage needs. The purchase will allow UMMC to expand and upgrade its current equipment to meet those growing data storage needs. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods or Services*, UMMC also requests a waiver to allow prepayment of the entire contract.

**Contractor’s Legal Name: Dell Marketing, L.P., EMC Corporation, and MoreDirect, Inc. d/b/a Connection**

**History of Contract:** This is a new agreement for the purchase of hardware, software, and maintenance for an enterprise and disaster recovery data storage system. The hardware and software covered under the EULA will allow UMMC to expand and upgrade its primary and disaster recovery data storage system. The increases in UMMC’s research programs, patient information and volume, and population health data contribute to its ever-growing data storage needs. The purchase will allow UMMC to expand and upgrade its current equipment to meet those growing data storage needs.

On October 17, 2017, UMMC executed the Master Service Agreement with Connection to establish the general business and legal terms for future documents such as this MOU between the parties. On August 16, 2018, the Board approved Amendment One (1) to the Master Service Agreement that added insurance requirements.

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

**Purpose:** The purpose of the EULA is to purchase hardware, software, and maintenance for an enterprise primary and secondary data storage system. The storage system serves UMMC’s applications, information, and data utilized throughout its missions. The increases in UMMC’s research programs, patient information and volume, and population health data contribute to its ever-growing data storage needs. The purchase will allow

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UMMC to expand and upgrade its current equipment to meet those growing primary and disaster recovery data storage system.

**Scope of Work:** Purchase of the hardware, software and maintenance are being provided through EMC's authorized reseller MoreDirect, Inc. d/b/a Connection.

Under the EULA, EMC will:

- provide a perpetual non-exclusive, non-transferable license to use the software and documentation; and
- provide maintenance on the software and equipment.

UMMC will:

- trade in the VNX8000 unified storage system and the VMAX scalable storage platform due to both systems reaching their usable life and being discontinued in the production environment;
- not allow any third party to use EMC's software in an application service provider, service bureau, or similar capacity for the benefit of third parties without EMC's prior written consent;
- not disclose to any third party the results of any benchmarking testing or comparative or competitive analyses of EMC's products done by or on behalf of UMMC without EMC's prior written consent;
- not make available software in any form to anyone other than UMMC's employees or contractors reasonably acceptable to EMC and which require access to use the software on behalf of UMMC in a matter permitted by the agreement;
- not transfer or sublicense software or documentation to an affiliate or any third party;
- not use software in conflict with the terms and restrictions of the software's licensing model;
- not except to the extent permitted by applicable law, modify, translate, enhance, or create derivative works from the software, or reverse assemble or disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the software;
- not remove any copyright or other proprietary notices on or in any copies of software; or
- not violate or circumvent any technological restrictions within the software or specified in the agreement.

**Term of Contract:** The term of the software license provided under the EULA is perpetual, beginning November 1, 2020. The term of support services provided under the EULA is three (3) years, from the date of shipment, which is expected to be on or about November 1, 2020, through October 31, 2023.

**Termination Options:** The agreement may be terminated as follows:

- By EMC for cause if UMMC breaches the terms governing use of software and fails to cure within thirty (30) days after receipt of written notice;

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- By EMC if UMMC fails to make payment in accordance with the agreement; and
- By UMMC in the event of any reduction in available funds.

**Contract Amount:** The total cost of the agreement over the three (3) year term is \$769,743.50. The original cost of the hardware, software, and maintenance was \$919,743.50. However, UMMC will receive a trade-in credit in the amount of \$150,000.00, which lowers the actual cost of the agreement to the above amount.

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

**Contractor Selection Process:** EMC provided pricing for this agreement through its reseller MoreDirect, Inc. d/b/a Connection, who is an approved vendor contracted with Vizient, one of UMMC's group purchasing organizations (GPO) pursuant to Miss. Code Ann. § 31-7-13(m)(x).

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. 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 Dell Marketing, L.P., EMC Corporation, and MoreDirect, Inc. d/b/a Connection for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

**10. UMMC – REQUEST FOR APPROVAL OF A SERVICES AGREEMENT WITH THE GE PRECISION HEALTHCARE, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a service agreement with **GE Precision Healthcare LLC (GE)** for the provision of corrective and preventative maintenance services and product support for diagnostic imaging and biomedical equipment for its Grenada and Holmes County facilities. Additionally, UMMC requests approval to add or remove equipment from agreement without requiring prior submission to the Board so 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 a monthly basis.

**Contractor's Legal Name:** **GE Precision Healthcare LLC, a GE Healthcare business**

**History of Contract:** On October 16, 2014, the Board approved a five (5) year agreement with GE Medical Systems Information Technologies, Inc. d/b/a GE Healthcare (GE Healthcare) to provide preventative and corrective maintenance for the diagnostic imaging

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equipment and biomedical equipment at the Grenada and Holmes County facilities for a cost of \$6,412,588.49.

On June 18, 2015, the Board approved a service contract addendum to the GE Healthcare agreement to add three (3) additional pieces of equipment to the Service Agreement, which brought the total approved cost to \$7,307,760.69.

On January 21, 2016, the Board approved a service contract addendum to the GE Healthcare agreement to remove one (1) piece of equipment receiving corrective and preventative maintenance services, for a new total of \$7,274,010.69.

On May 19, 2016, the Board approved a service contract addendum to the GE Healthcare agreement to add one (1) piece of equipment receiving corrective and preventative maintenance services. At that time, UMMC received approval to add or remove equipment included in the agreement without requiring submission to the Board as long as it did not exceed the total approved expenditure amount. The amendment increased the overall cost of the agreement to \$7,309,202.35.

Effective January 2019, GE Medical Systems Information Technologies, Inc. d/b/a GE Healthcare separated and created a new company, GE Precision Healthcare LLC, and assigned this contract to the new entity. On October 17, 2019, the Board approved an amendment to the agreement to extend the term by one (1) year for a new total cost of \$9,693,702.47. The Agreement will expire on October 31, 2020.

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

**Purpose:** The purpose of the agreement is to provide corrective and preventative maintenance services and product support for diagnostic imaging equipment for UMMC's Grenada and Holmes County facilities and biomedical equipment at the Grenada facility.

**Scope of Work:** GE Healthcare will provide UMMC with travel, parts, and labor necessary to perform preventative and corrective maintenance on diagnostic imaging equipment at both Grenada and Holmes County facilities and biomedical equipment at the Grenada facility.

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

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

- by the non-breaching party in the instance of a material breach that is not cured within sixty (60) days from receipt of written notice;
- by either party immediately if there are legal or regulatory compliance issues;
- by GE immediately if there are material credit issues with the agreement;

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- by GE of the software licenses immediately for the violation of GE's licenses, confidentiality or intellectual property;
- by UMMC upon one hundred twenty (120) days' prior notice for insufficient funds;
- by UMMC, upon written notice, if GE or its employees under this agreement are excluded from participation in a Federal Healthcare Program.

**Contract Amount:** The estimated total cost of the agreement is \$6,025,000 over the five (5) year term. This includes a twelve percent (12%) increase per year to allow for potential equipment additions, annual inflation, and other modifications for service coverage changes.

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

**Contractor Selection Process:** UMMC compared two (2) vendors who could provide the diagnostic imaging and biomed services at UMMC Grenada and Holmes County, including GE and Siemens Medical Solutions USA, Inc. (Siemens). GE was selected as it provides the less expensive service option.

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

**11. UMMC – REQUEST FOR APPROVAL OF AN AMENDMENT TO A MASTER SERVICES AGREEMENT WITH GOLDEN HOUR DATA SYSTEMS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend the Master Services Agreement (MSA) for Emergency Services Transfer Call and Patient Transport Management System with **Golden Hour Data Systems, Inc. (Golden Hour)**. The proposed amendment extends the term of the agreement for an additional five (5) years.

**Contractor's Legal Name:** Golden Hour Data Systems, Inc.

**History of Contract:** In March 2015, the MS Department of Information Technology Services granted permission for UMMC to conduct a Request for Proposal (RFP) for a

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new contract for an Emergency Services Transfer Call and Patient Transport Management System to include revenue cycle management (RCM) services. UMMC conducted RFP 1210 in August 2015 and received only one (1) proposal in response from Golden Hour Data Systems, Inc.

In October 2015, the Board approved a five (5) year agreement with Golden Hour for Emergency Services Transfer Call and Transport Management System. The estimated total contract amount over the five (5) year term was \$6,441,193.67. The Mississippi Department of Information Technology Services (ITS) has approved UMMC's continued reliance upon the RFP for procurement purposes so that UMMC may extend the agreement.

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

**Purpose:** The purpose of the amendment is to extend the term of the agreement for an additional five (5) years. The purpose of the agreement is to utilize Golden Hour's patented system created for emergency patient transfer and transportation programs and revenue cycle management (RCM) services. Golden Hour's system integrates emergency patient transfer and consultation call data, pre-hospital communications, emergency medical vehicle tracking, clinical documentation, and RCM services in a compliant environment. The system allows all of the UMMC emergency patient transport systems to utilize the same systems to efficiently maximize billing and reimbursements in a compliant environment that integrates with EPIC

**Scope of Work:** Under the agreement, Golden Hour will:

- Provide Patient Transfer Center database management, Dispatch, Clinical Charting and Analytics services;
  - Provide Golden Hour Live for Software-as-a-Service (SaaS) applications;
  - Grant a non-exclusive, limited license to use the Golden Hour Patient Suite;
- Provide Revenue Cycle Management (RCM) Services, including creating, submitting, collecting, and maximizing reimbursement for medical claims associated with UMMC's emergency medical transports;
  - Assign billing codes and billing modifiers in creation and submission of claims;
  - Collect payments due to UMMC based upon specific billing protocols established by UMMC;
  - Implement and maintain a system for processing all claims for transportation services for UMMC;
  - Track and manage the status of each account;
  - Establish performance standards within 90 days of the contract effective date;

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- Post all cash collected by Golden Hour on behalf of UMMC into a bank account lockbox owned and managed by UMMC; and
- Provide monthly summary reports to show total cash collected, allowances made, adjustments applied and other information as requested by UMMC.

UMMC will:

- Provide copies of UMMC demographics documents to Golden Hour;
- Provide copies of transport information for each transport to be billed and collected by Golden Hour;
- Provide financial liaison assistance in the data acquisition, data verification, and insurance appeals process in the support of the RCM services; and
- Establish a lockbox with its banking institution for the remittance of payments and provide Golden Hour with read-only access to the lockbox.

**Term of Contract:** The initial term of the amendment is five (5) years, from November 1, 2020, through October 31, 2025. The total term of the amended agreement is ten (10) years, from November 1, 2015, through October 31, 2025.

**Termination Options:** Termination options include:

- Either party may terminate the agreement upon thirty (30) days prior written notice to other party;
- In the event of nonavailability of funds;
- In the event of an adverse change in law and the parties cannot agree upon amendment;
- Failure by Golden Hour to comply with the federal E-Verify Program; and
- In the event Golden Hour improperly uses or discloses protected health information in breach of the agreement.

**Contract Amount:** The total estimated cost of the amendment is \$987,000. The estimated total cost of the amended agreement is \$7,428,193.67.

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

**Contractor Selection Process:** UMMC is currently contracted with Golden Hour.

**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 Golden Hour Data Systems, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.*

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**12. UMMC – REQUEST FOR APPROVAL OF A NEW SOFTWARE LICENSE AND SERVICES AGREEMENT WITH INTEROPERABILITY BIDCO, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a new Software License and Services Agreement with **InterOperability Bidco, Inc. d/b/a Lyniate (Lyniate)** for continued use and support of the enterprise integration engine software used in integrating business and clinical systems at UMMC.

**Contractor’s Legal Name: InterOperability Bidco, Inc. dba Lyniate**

**History of Contract:** In November 2016, UMMC entered into a three (3) year agreement with Corepoint Health, LLC (Corepoint) for the software license and support services. The total cost of the 2016 agreement was \$203,300.00 and therefore did not require Board approval at the time UMMC entered into the agreement. On October 19, 2017, the Board approved an amendment to the original agreement that allowed UMMC to purchase additional licenses and services. The amended agreement extended the term by one (1) year through October 31, 2020, and increased the total cost to \$371,700. In 2019, InterOperability Bidco, Inc. d/b/a Rhapsody acquired Corepoint and now operates under InterOperability Bidco, Inc. d/b/a Lyniate.

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

**Purpose:** The purpose of the agreement is to provide the software license and support services for the enterprise integration/interface engine that allows for the integration of clinical and business systems at UMMC and applicable Epic Community Connect Customer(s) (ECC).

**Scope of Work:** The agreement provides annual support and maintenance for the integration engine software. The agreement also includes a license and annual support for multi-instance receiver gear and eighty (80) hours of professional services for interface development and consultation.

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

**Termination Options:** The agreement may be terminated as follows:

- By UMMC without cause provided sixty (60) days’ prior written notice is given;
- By either party, in whole or in part, upon thirty (30) days prior written notice to the other party if the other party is in material breach under the terms of the agreement and fails to cure such material breach within thirty (30) days after delivery of such written notice;
- By either party for an individual a Statement of Work (SOW) for Professional Services upon ten (10) business days written notice to the other party;

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- By UMMC for an individual SOW if Lyniate fails to perform professional services in a workmanlike manner and in accordance with the applicable SOW;
- By UMMC upon written notice to Lyniate of a material breach of the agreement or violation of the HIPAA Regulations that remains uncured following ten (10) days written notice, or immediately if cure is not possible, in the event Lyniate improperly uses or discloses protected health information.

**Contract Amount:** The total estimated cost of this agreement is \$665,504.88, including software licenses, support services, and professional services.

**Funding Source for Contract:** The agreement will be funded by hospital patient revenue. Applicable ECC client(s) will reimburse UMMC for the relevant portion of fees.

**Contractor Selection Process:** UMMC selected Corepoint (now Lyniate) via Request for Proposal #1224 in April 2010. The Mississippi Department of Information Technology Services (ITS) has approved UMMC's continued reliance upon the RFP for procurement purposes so that UMMC may enter the new agreement with the 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 InterOperability Bidco, Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

13. **UMMC – REQUEST FOR APPROVAL OF AN AMENDMENT TO AN INFORMATICS SERVICES AGREEMENT WITH PHILIPS HEALTHCARE INFORMATICS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into the Second Amendment to the Informatics Service Agreement with **Philips Healthcare Informatics, Inc. (Philips)** to extend the term of the current agreement and a subsequent service schedule for the hardware, software, image storage, disaster recovery and support related to the Intellispace PACS system (PACS), which is the radiology services image archiving system used at UMMC. The PACS system is used to maintain and manage all radiographic imaging for interpretations and archiving.

**Contractor's Legal Name:** **Philips Healthcare Informatics, Inc.**

**History of Contract:** On October 16, 2014, the Board approved the Informatics Services Agreement for Philips to provide the hardware, software, licensing, archiving, and maintenance of the Intellispace PACS system (PACS). On October 17, 2019, the Board

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approved an amendment to extend the term an additional year. The total term of the amended agreement was six (6) years, from November 20, 2014, through November 19, 2020, and an approved expenditure of \$11,968,056.40.

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

**Purpose:** The purpose of the Second Amendment is to extend the date of the current agreement to allow Philips to continue providing UMMC with its PACS system for two (2) years. The PACS system is used to maintain and manage all radiographic imaging for interpretations and archiving.

**Scope of Work:** The Second Amendment will allow Philips to continue to provide UMMC with all hardware, software, licensing, archiving and maintenance needed for the institution's radiologic image archiving system (PACS).

**Term of Contract:** The total term of the amended agreement is eight (8) years, from November 20, 2014, through November 19, 2022. The term of the Second Amendment is one (1) year with a potential extension of an additional one (1) year, for a total of two (2) years.

**Termination Options:** The agreement may be terminated as follows:

- Upon the first anniversary and anytime thereafter either party may terminate the agreement without cause provided one hundred and twenty (120) days written notice is given to the other party;
- Either party may terminate the agreement if the other party materially breaches the agreement and does not cure such breach within ninety (90) days after receiving written notice from the non-breaching party specifying the nature of such breach;
- Philips may terminate the agreement if UMMC breaches a payment obligation and does not cure such breach within forty-five (45) days after receiving written notice from Philips regarding such breach;
- Either party shall be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities;
- Either party may terminate the agreement immediately if the other party makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudged bankrupt, becomes insolvent or is placed in the hands of a receiver;
- If the state fails to appropriate sufficient monies to provide for the continuation of the agreement, or if such appropriation is reduced by veto of the state, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for

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the continuation of the agreement, the agreement may be terminated on the date of the beginning of the first fiscal year for which funds have not been appropriated;

- Failure of Philips to comply with E-Verify; or
- Failure of Philips to meet <95.90% uptime performance after three (3) consecutive months.

**Contract Amount:** The total estimated cost of the amended agreement is \$16,815,685. The total cost after the First Amendment was \$11,968,056. UMMC anticipates the need for an additional \$4,847,628 for the potential two (2) year extension. UMMC has included a potential twenty percent (20%) volume increase each year of the Second Amendment.

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

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

**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.

**14. USM – REQUEST FOR APPROVAL FOR A SERVICE CONTRACT WITH WASTE MANAGEMENT OF MISSISSIPPI, INC.**

**Agenda Item Request:** The University of Southern Mississippi (USM) requests Board approval to execute a service contract for solid waste collection and disposal services for the Hattiesburg campus with **Waste Management of Mississippi, Inc.**

**History of Contract:** This will be a new contract based on the contractor's response to Request for Proposals (RFP) #21-01 issued by USM on June 17, 2020. The estimated total contract amount of \$1,090,000.00 is for five (5) years' service (including a \$30,000/year contingency for possible additional services). This company provided the same services during the previous five-year period. The Board approved that contract in September 2015 with a total contract cost of \$1,050,000.00.

**Specific Type of Contract:** Service Contract

**Purpose:** The purpose of the contract is to provide solid waste collection and disposal services for the Hattiesburg campus.

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**Scope of Work:** The Contractor will provide solid waste collection and disposal services for the Hattiesburg campus as per the contract drafted based on the specifications outlined of the RFP #21-01 and the Contractor's response to that RFP.

**Term of Contract:** The initial term of the contract is for three (3) years commencing November 1, 2020 and ending October 31, 2023 with an option to extend the contract for two (2) additional one-year periods for a possible total term of five (5) years.

**Termination Options:** Termination for Convenience. USM may, when the interests of USM so require, terminate this agreement in whole or in part for convenience of USM. Written notice of the same is required to be provided by USM and shall allow no less than ten (10) days' notice prior to the effective date of termination.

Termination for Cause. Either party may terminate this agreement immediately upon issuance of written notice if the other party fails to perform the obligations to the other party under this agreement. The party issuing such a termination notice may allow 30 days within which the other party may attempt to cure the failure to fulfill its obligations, but such 30-day cure time is not required.

**Contract Amount:** The base cost for solid waste collection and disposal services will be \$188,000.00 yearly. By adding an estimated \$30,000 per year contingency for additional services, unseen occurrences, as well as any price escalations included, the yearly cost is estimated at \$218,000.00 with a three-year contract total of \$654,000.00. If the two extensions are exercised, our estimated total is \$1,090,000.00 for the full five years.

**Funding Source for Contract:** E & G funds will be used to fund this contract.

**Contractor Selection Process:** The University issued an RFP (RFP #21-01) on June 17, 2020. Four (4) firms showed interest in bidding and four (4) proposals were received. The vendor's response was evaluated on criteria that included: Price; Personnel, equipment, facilities, and financial resources to perform the services; Ability to provide the required services as reflected/evidenced by qualifications, experience, references, etc.; The degree of completeness of response to the specific requirements of the solicitation and overall understanding of the project and its objectives; The overall quality of the proposed plan for performing the required services; and Disaster plan. Waste Management of Mississippi, Inc., was the lowest bidder and received the highest consensus score from the evaluation committee, thus they were selected as the preferred 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 Southern Mississippi and Waste Management of

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

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

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

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

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

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

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

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

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

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

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

*Prior Board approval is required for the execution of all 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.*

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

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

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

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

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

**IHL PROJECTS .....**

**1. MSU – IHL 205-310 – High Performance Computing Data Center**

**Project Request:** Mississippi State University requests approval to initiate a project, High Performance Computing Data Center, and to appoint Dale Partners as the design professional.

**Proposed Project Professional: Dale Partners**

**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:** The scope of this project is to provide design, contract documents and construction administration for IHL# 205-310, High Performance Computing Data Center. The new facility will house state-of-the-art high-performance computing systems and associated equipment. The facility will be located in the Thad Cochran Research, Technology and Economic Development Park adjacent to the campus of Mississippi State University. The total project budget has been established at \$30,000,000. The construction budget has been established at \$25,800,000. The selected professional and or his consultants shall exhibit expertise in the design of similar facilities, namely high-performance computing data centers capable of supporting high density computing systems with significant power requirements (greater than IMW/1,000 sf of raised floor space) and a variety of cooling technologies including both air and liquid.

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

**Project Initiation Date:** October 15, 2020

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

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

**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 25,800,000.00
Architectural and Engineering Fees:	1,462,028.00
Misc. Project Costs:	1,387,800.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>1,350,172.00</u>
<b>Total Project Budget</b>	<b>\$ 30,000,000.00</b>

**Proposed Funding Source(s):** HB 1730, Laws of 2020 (\$30,000,000) – Funds are being dispersed from the Mississippi Development Authority to MSU

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

**2. UM – IHL 207-465 – UOX Airport Terminal – Apron Restoration**

**Project Request:** The University of Mississippi requests approval to initiate a project, UOX Airport Terminal – Apron Restoration, and to appoint Barge Design Solutions as the design professional.

**Proposed Project Professional:** Barge Design Solutions

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

**Purpose:** The University of Mississippi 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.

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**Project Scope:** In response to FAA reviews, broken concrete chips have become evident on the Apron at the airport. These are dangerous because they can be ingested into jet engines. This safety issue is in great need of being rectified. Because of continuity and consistency it is in the best interest of the University to retain Barge Design Solutions as the Design Professional. Funding is totally at the discretion of the FAA and can come within just a few days after a US Congressional decision and notification.

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

**Project Initiation Date:** October 15, 2020

**Date of Original Construction:** 1972

**Date of Last Renovation:** Asphalt was replaced with new concrete in front of hangers in 2016.

**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 1,400,000.00
Architectural and Engineering Fees:	80,987.00
Misc. Project Costs:	0.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>219,013.00</u>
<b>Total Project Budget</b>	<b>\$ 1,700,000.00</b>

**Proposed Funding Source(s):** FAA Grant Assistance 90% (\$1,530,000), MDOT 9% (\$153,000) and 1% Internal Airport Funding (\$17,000)

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

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**APPROVAL OF OTHER REAL ESTATE REQUESTS**

**3. MSU – Approval of Agreement with Twin County EPA to Remove Electric Power Facilities**

**Project Request:** Mississippi State University requests that the Board of Trustees of State Institutions of Higher Learning, for and on behalf of MSU, enter into an Agreement Regarding Removal of Electric Power Facilities with Twin County Electric Power Association (Twin County) for removal of certain electric power facilities on property at MSU’s Delta Research and Experiment Center (DREC) in Washington County, Mississippi.

**Purpose:** MSU desires to have electric power facilities removed from a portion of its property at the DREC because electric service to a portion of the property is no longer needed and is prohibiting further development of the property. Twin County has agreed to remove the electric power facilities at no cost to MSU, with the understanding that MSU will have to pay the cost of constructing new electric power facilities if electric services is ever desired in the future on the portion of the property where the facilities will be removed. Because IHL, acting for and on behalf of MSU, is the legal titleholder of the property, Twin County has requested that IHL enter into the agreement on behalf of MSU.

**Property Description:** A parcel of land being situated in Section 35, Township 19 North, Range 7 West, Washington County, Mississippi.

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

**4. UM – Renaming of the Ole Miss Student Union as the “Gertrude C. Ford Ole Miss Student Union”**

**Project Request:** The University of Mississippi requests permission to rename the Ole Miss Student Union as the “Gertrude C. Ford Ole Miss Student Union”.

**Purpose:** The University of Mississippi seeks approval to rename the Ole Miss Student Union the Gertrude C. Ford Ole Miss Student Union, honoring the far-reaching, transformative impact the Mississippi-based Gertrude C. Ford Foundation continues to have on the Oxford campus, as well as on the University of Mississippi Medical Center (UMMC).

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**Gertrude C. Ford Bio:** Descended from a long line of humanitarians, Gertrude Castellow Ford was known for her philanthropic spirit. In 1991, she established the Gertrude C. Ford Foundation in Jackson, Mississippi. It wasn't until after her 1998 death, that the Ford Foundation directors awarded Ole Miss a multimillion-dollar gift to design and build the Gertrude C. Ford Center for the Performing Arts. Throughout her life, Mrs. Ford was an ardent support of the arts. She played the flute, violin, and piano, and spoke French, Latin, and Spanish. She also enjoyed the study of literature, particularly Shakespeare.

The Ford Foundation has committed \$25 million to the construction of a science, technology, engineering, and mathematics (STEM) facility, marking its longtime investments in both academic and cultural arts resources. The gift to STEM brought the Ford Foundation's support of Ole Miss to approximately \$53.9 million. In addition, the Ford Foundation has committed \$10 million to UMMC's MIND Center, which is a national leader in Alzheimer's research and clinical care.

Ford Foundation board members have demonstrated a tremendous commitment to helping meet the needs of the University of Mississippi, with the overarching mission of making a significant impact in our state and beyond. The new STEM facility will increase graduates in STEM fields; support growth in the state, regional, and national economy; and support the pipeline for training health professionals, engineers, and science and math teachers. The walkway through the Science District, used by thousands of students, alumni and friends, faculty, and staff, will be named Gertrude C. Ford Way.

The Ford Foundation first initiated its longtime support of the University when it contributed almost \$25 million for the 88,000-square-foot Gertrude C. Ford Center for the Performing Arts, opened in 2002. The Ford Center is a beloved treasure for the state and region, hosting enriching intellectual and cultural programming for all ages through the performing arts, public affairs, and the humanities.

Among the foundation's support of other University initiatives include the Gertrude C. Ford Ballroom in The Inn at Ole Miss, the Daniel W. Jones, M.D. Chair for Faculty Support on the Oxford campus, the Suzan Thames Chair of Pediatrics on the UM Medical Center campus, and land essential to build the Gertrude C. Ford Boulevard, providing a north-south thoroughfare for the ever-growing Oxford-University community.

Mrs. Ford died in September 1996. She and her husband, Aaron Land Ford, an Ackerman, Mississippi, attorney and U.S. congressman, are buried in Cuthbert, a small town in southwest Georgia. Her legacy will live on as hundreds of thousands of students, visitors, and alumni walk through the doors of the Gertrude C. Ford Ole Miss Student Union.

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The University of Mississippi 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.***

**5. UM – Renaming of the Martindale Student Services Center as the “Martindale – Cole Student Services Center”**

**Project Request:** The University of Mississippi requests permission to rename the Martindale Student Services Center as the “Martindale-Cole Student Services Center”.

**Purpose:** The University of Mississippi seeks to rename Martindale Student Services Center as Martindale-Cole Student Services Center. The building’s current namesake made the initial request to add Dr. Donald J. Cole’s name and the university wholeheartedly agrees it is desirable in honor of the contributions Dr. Cole has made to the University and to the community.

**Dr. Donald Cole Bio:** Dr. Donald Cole was born and raised in Jackson, Mississippi. He holds a Ph.D. from the University of Mississippi. Believing that education is the “great equalizer” and the central feature in the prevailing endurance of mankind, Dr. Cole is a stern advocate for education, particularly for minority students. He devotes his time and energy to projects and causes that promotes the schooling, teaching, training, and guidance opportunities of our children – particularly towards advanced degrees. He has a 50+-year affiliation with the University of Mississippi where he entered as a freshman in 1968 only to be dismissed in 1970 for his involvement in racial protest of that era. He later returned to the University for a 25-year career of teaching, research and service where he retired in 2019. During that time he helped guide the University through its diversity, inclusion and equity efforts, He served under 6 Chancellors, secured millions in federal grants, represented the University locally and nationally, won countless awards and distinctions and his UM story is well documented in several books and articles. Dr. Cole dedicated his life to portraying UM as a 21st-century institution and he is a stern advocate for the institution. He and his wife Marcia of 40+ years live in Oxford they have three children: Donald II, Mariah, and William. He is a Deacon and Trustee of New Hope M.B. Church in Oxford, Mississippi.

The University of Mississippi 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.

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

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**1. MSU –APPROVAL TO AMEND CONTRACT WITH BUTLER SNOW AS  
OUTSIDE COUNSEL**

Mississippi State University requests approval to modify its contract with Butler Snow to provide services necessary in the practice areas of intellectual property and commercial matters. This modification #7 will extend the term of the contract for one (1) additional year or through October 17, 2021. The blended rate for all attorneys remains at \$295 per hour and \$95 per hour for paralegal services, with the maximum amount payable not to exceed \$75,000. All other provisions of this Agreement for Legal Services dated October 17, 2013, with subsequent modifications #1 – 6, shall remain in effect. This firm carries professional liability insurance coverage in the amount of \$20,000,000 per claim with an annual aggregate of \$40,000,000. The proposed Modification #7 has been approved by the Office of the Attorney General

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

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**APPROVAL OF PERSONNEL ACTION REQUEST**

1. **Employment**

**Jackson State University**

Ebony Lumumba; *hired with tenure*; Associate Professor and Department Chair of the Department of English, Modern Foreign Languages and Speech Communication; College of Liberal Arts; salary \$88,000; 12-month contract; effective August 1, 2020

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

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

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

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**1. UMMC – REQUEST FOR APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE DIVISION OF MEDICAID**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Memorandum of Understanding (MOU) with the **Division of Medicaid (DOM)** to participate in the Mississippi Medicaid Access to Physician Services (MS MAPS) Program. MS MAPS is a Medicaid Directed Payment Program, which would increase reimbursement rates for UMMC’s providers that treat Mississippi Medicaid beneficiaries. UMMC also requests approval to amend the agreement as needed without requiring prior submission for Board approval provided the total contract amount does not increase.

**Contractor’s Legal Name:** Division of Medicaid in the Office of the Governor, State of Mississippi

**History of Contract:** On October 17, 2019, the Board approved a one (1) year Memorandum of Understanding with DOM for the participation in the Mississippi Medicaid Access to Physician Services Program for a total cost of \$10,017,800. The agreement expired on June 30, 2020. DOM did not provide the new agreement to UMMC until after the expiration of the previous agreement.

**Specific Type of Contract:** This is a new Memorandum of Understanding.

**Purpose:** The purpose of the MOU is to participate the MS MAPS Program. MS MAPS is a Medicaid Directed Payment Program, which would increase reimbursement rates for UMMC’s providers that treat Mississippi Medicaid beneficiaries.

**Scope of Work:** Under this MOU, DOM will administer the MS MAPS program on behalf of UMMC. Under this MOU, UMMC will provide the state share of the program through intergovernmental transfer (IGT).

**Term of Contract:** The term of the MOU is five (5) years, from July 1, 2020, through June 30, 2025. The initial term is one (1) year with four (4) optional one (1) year renewal terms.

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

- by either party upon thirty (30) days’ notice to the other party;
- in the event of a reduction in funds for DOM;
- by DOM if UMMC does not submit timely payments for the state share of the program; and
- in the event the Centers for Medicare and Medicaid Services (CMS) fails to approve, cancels or does not continue this program.

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**Contract Amount:** The total expected cost of the MOU over the five (5) year term is \$46,410,000. UMMC will be responsible for paying up to \$46,040,000 in quarterly intergovernmental transfer (IGT) payments for the state share of the program in order to draw down or qualify to receive the federal share of funds. Any increase in payment will result in an increase in distribution received. The increased reimbursement rate UMMC will receive is expected to exceed UMMC's payments under this MOU. UMMC will also pay up to \$370,000 for services in support the MS MAPS Program.

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

**Contractor Selection Process:** Per Miss. Code Ann. § 43-13-101, *et seq.* (1972, as amended), DOM is designated as the single state agency authorized and empowered to administer the Medical Assistance Program as enacted by the Mississippi State Legislature in compliance with Title XIX of the Federal Social Security Act.

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

2. **UMMC – REQUEST FOR APPROVAL FOR AN AMENDMENT TO A SERVICE AGREEMENT WITH CROTHALL HEALTHCARE, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into the fourth amendment to the current Service Agreement with **Crothall Healthcare, Inc. (Crothall)** for environmental (housekeeping) services. The Fourth Amendment will extend the term of the agreement, amend the sections on termination and insurance, and add a section on information security. The agreement is for the management of environmental services for UMMC's entire Jackson campus including clinical and non-clinical areas, Grenada, and Holmes County.

**Contractor's Legal Name:** Crothall Healthcare, Inc.

**History of Contract:** On October 15, 2015, the Board approved the service agreement with Crothall effective November 1, 2015 through October 31, 2020. The service agreement covered the hospital and clinic facilities on UMMC's Jackson campus only. On May 19, 2019, the Board approved an amendment to the agreement to add the

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Grenada and Holmes County facilities to the service agreement. On October 19, 2017, the Board approved the second amendment to the agreement to add Statement of Work #4, which included the remainder of UMMC's facilities in Jackson, including its academic, research and service department facilities. Under Statement of Work #4, Crothall subcontracted its services to its affiliate Southeast Service Corporation d/b/a SSC Service Solutions (SSC). On March 31, 2020, UMMC entered into the third amendment to its environmental services agreement with Crothall to amend Statement of Work #4 to allow UMMC the ability to repurpose housekeeping staff in clinical areas to assist with additional housekeeping requirements as a result of COVID-19. The third amendment was entered into pursuant to the COVID-19 pandemic waiver the Board approved on March 19, 2020. The agreement will expire on October 31, 2020. UMMC wishes to extend the term for six (6) additional months.

**Specific Type of Contract:** This is the fourth amendment to the Service Agreement.

**Purpose:** The purpose of the fourth amendment is to extend the term of the agreement, amend the sections on termination and insurance, and add a section on information security. The purpose the agreement is for Crothall to manage the environmental services (housekeeping) for UMMC's Adult and Children's Hospitals and hospital-based ambulatory clinics. Crothall provides a management team with hospital environmental services operations, all hospital housekeeping personnel, equipment including ultraviolet (UV) technology, and janitorial supplies including floor care chemicals and microfiber mops and towels.

**Scope of Work:** Under Statements of Work 1-3, Crothall will:

- manage hospital environmental services and provide housekeeping employees for UMMC locations including the Adult and Children's Hospitals, Children's Specialty Clinic (Blake Clinic), Children's North Clinic, the Face and Skin Center, Women's Specialty Clinic (Mirror Lake Clinic), the Medical Pavilion; UMMC Grenada, UMMC Holmes County, and the new Children's expansion;
- provide management positions and housekeeping labor force employed by Crothall;
- train, manage and direct all employees in the performance of their duties;
- purchase and provide equipment necessary to perform services at UMMC;
- supply all housekeeping chemicals and cleaning supplies needed to perform the services; and
- procure and maintain applicable insurance during the term of the agreement.

Under Statement of Work #4, Crothall will subcontract its service obligations to its affiliate Southeast Service Corporate d/b/a SSC Service Solutions (SSC). SSC will provide the following services:

- Full service environmental services for UMMC's facilities in Jackson, including its academic, research, and service department facilities;

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- Hire and furnish all management and hourly employees needed for provision of services;
- Train, manage, and direct the hourly personnel in performance of the services;
- Purchase and provide equipment necessary to perform services at UMMC; and
- Provide and maintain training materials to be used in training the hourly personnel.

**Term of Contract:** The term of the amended agreement is five (5) years and six (6) months, from November 1, 2015, through April 30, 2021. The original agreement was for a term of five (5) years, beginning November 1, 2015. The fourth amendment extends the term for an additional six (6) months through April 30, 2021.

**Termination Options:** Termination options include:

- in the event of default after a 60 day cure period and 65 day notice period;
- in the event of bankruptcy or insolvency;
- in the event Crothall's costs to perform the services increase by more than 15% and the parties cannot agree on a new rate;
- in the event of an adverse change in law and the parties cannot agree upon amendment;
- failure by Crothall to comply with the federal E-Verify Program;
- by Crothall in the event of nonpayment by UMMC beyond 45 days;
- in the event of UMMC's nonavailability of funds;
- in the event Crothall improperly uses or discloses protected health information in breach of the agreement; and
- by UMMC upon sixty (60) days written notice to Crothall.

**Contract Amount:** The total amended cost of the agreement over the extended term will be \$53,700,390.09. The total approved cost of the existing agreement was \$47,525,412.09. The fourth amendment will add an additional \$6,017,904.00.

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

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

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

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**3. UMMC – REQUEST FOR APPROVAL FOR A PUMP PROGRAM AGREEMENT WITH MEDLINE INDUSTRIES, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center requests approval to enter a Hemo-Force Pump Program Agreement with **Medline Industries, Inc (Medline)** for the loan of sequential compression devices (SCD)pumps, the provision of batteries, as well as the purchase of sleeves required for the use of the pumps. These items increase circulation and reduce swelling, the risk of blood clots, and deep vein thrombosis (DVT) in patients.

**Contractor’s Legal Name: Medline Industries, Inc.**

**History of Contract:** This is a new contract with Medline. On October 15, 2015, the Board approved a five (5) year license agreement for the placement of SCD pumps with Covidien Sales, LLC (Covidien). Cardinal Health, Inc. (Cardinal) purchased this business line from Covidien in July of 2017. The agreement will expire on October 31, 2020.

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

**Purpose:** The purpose of the agreement is for the loan of SCD pumps, the provision of batteries, as well as the purchase of sleeves required for the use of the pumps.

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

- loan 550 SCD pumps;
- provide 55 batteries and sleeves to be used with the pumps;
- provide a rebate of 15% on all sleeve purchases, up to \$36,000 over the term of the agreement; and
- provide a quarterly rebate of \$1.00 on each sleeve purchased in that quarter and credited to amounts owed by UMMC.

Under the agreement, UMMC will pay a use fee for the pumps and agrees to purchase no less than eighteen (18) sleeves per pump per calendar quarter for the term of the agreement.

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

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

- by UMMC upon ninety (90) days written notice to Medline, after the first year of the agreement; and

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- by UMMC if Medline is unable to provide equipment for thirty (30) consecutive days due to a force majeure event that continues for thirty (30) consecutive days.

**Contract Amount:** The estimated cost of the agreement is \$3,750,000 over the five (5) year term. This includes a ten percent (10%) increase beginning in year two (2) to allow for potential increases in patient volume.

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

**Contractor Selection Process:** UMMC received proposals from Cardinal Health, Inc. and Medline. UMMC selected Medline as it provided the lowest cost proposal.

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

4. **UMMC – REQUEST FOR APPROVAL OF A PRODUCT SALE AGREEMENT WITH MEDTRONIC USA, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center requests approval to enter into a Product Sale Agreement with **Medtronic USA, Inc. (Medtronic)** for custom tubing packs (Packs) for adult and pediatric cardiac surgeries, for the maintenance and management of UMMC’s adult and pediatric perfusion custom tubing pack inventory, and oxygenators for adult cardiac surgeries. The Packs and accessories include items such as connectors, tubing, purge lines and closed chest support. This agreement will ensure UMMC an uninterrupted supply of Packs needed for cardiac surgeries at UMMC. 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:** Medtronic USA, Inc.

**History of Contract:** This is a new agreement with Medtronic to maintain and manage custom tubing Packs for adult and pediatric cardiac surgeries and for the purchase of oxygenators for adult surgeries. Previously, UMMC purchased adult perfusion custom tubing packs from MBA Medical, Inc (MBA), and pediatric perfusion custom tubing from Medtronic. UMMC purchased adult and pediatric oxygenators MBA. UMMC will continue to purchase oxygenators for pediatric cardiac surgeries from MBA.

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On March 16, 2017, the Board approved a three (3) year agreement with MBA Medical for Packs and oxygenators at a cost of \$1,154,768.63. The agreement expired on April 4, 2020. Since that time, UMMC has been using the packs purchased under this agreement and buying additional items as needed without a contract. In January 2020, UMMC conducted an invitation for bids and selected Medtronic as the winning bidder.

In December 2018, UMMC previously contracted with Medtronic for pediatric perfusion packs for a total cost less than \$250,000, which did not require Board approval. The agreement will be replaced by the proposed contract with Medtronic.

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

**Purpose:** The purpose of the agreement is to purchase custom Packs for adult and pediatric cardiac surgeries, oxygenators for adult cardiac surgeries, and maintenance and management services of UMMC's adult and pediatric perfusion custom tubing pack inventory. The Packs and accessories include items such as connectors, tubing, purge lines, and closed chest support. The agreement will ensure UMMC an uninterrupted supply of Packs needed for cardiac surgeries at UMMC.

**Scope of Work:** Under the agreement, Medtronic will provide custom Packs and oxygenators for purchase, and maintenance and management services of UMMC's perfusion custom tubing pack inventory.

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

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

- by either party, immediately, if the other party has become insolvent, has filed for bankruptcy, or has been debarred or excluded from participating in federal health care programs;
- by either party, upon thirty (30) days' written notice of a material breach of the agreement, unless such breach is fully remedied within the thirty (30) day notice period; and
- by either party upon sixty (60) days' prior notice for any or no cause.

**Contract Amount:** The total estimated cost of the agreement is \$1,500,000 over the two (2) year term. UMMC has included a twenty percent (20%) increase to allow for potential volume change.

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

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**Contractor Selection Process:** In January 2020, UMMC conducted an invitation for bid for Cardiopulmonary Bypass Packs and Oxygenators. UMMC received proposals from Medtronic, LivaNova USA, Inc., and MBA Medical, Inc. After reviewing the proposals submitted by each vendor, Medtronic was selected as the lowest cost bid.

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

5. **UMMC – REQUEST FOR APPROVAL OF A SUPPORT PLAN WITH THERMO ELECTRON NORTH AMERICA LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Support Plan with **Thermo Electron North America LLC (Thermo Electron)** to provide service and maintenance repair for Thermo Fisher toxicology equipment currently owned by UMMC. The agreement will include, but is not limited to, planned maintenance inspections, unscheduled repair services, and software upgrades for the equipment. The 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. UMMC also requests approval to remove equipment covered by the agreement as needed without requiring prior submission for Board approval provided the total contract amount does not increase. 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:** Thermo Electron North America LLC

**History of Contract:** Since approximately 2008, UMMC purchased Thermo Fisher toxicology equipment currently used in UMMC’s toxicology laboratory. As UMMC purchased new equipment, UMMC contracted for the service of the equipment on an individual equipment basis. Each of the individual contracts had a total cost less than \$250,000 and did not require Board approval. UMMC now desires to combine all individual service agreements into one agreement for more efficient management.

**Specific Type of Contract:** This is a new Support Plan.

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**Purpose:** The purpose of the agreement is for service and maintenance repair for Thermo Fisher toxicology equipment currently owned by UMMC. Thermo Electron is the service provider for all Thermo Fisher Scientific equipment, technical support, and field service support. The agreement will include, but is not limited to, planned maintenance inspections, unscheduled repair services, and software upgrades for the equipment. The 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 this agreement, Thermo Electron will provide service and maintenance of UMMC equipment, including but not limited to,

- one (1) yearly Scheduled preventative maintenance visit per instrument;
- unlimited number of on-demand on-site corrective maintenance visits with a maximum of 72-hour response time;
- engineer labor and travel;
- factory certified replacement parts; and
- software updates and notifications.

**Term of Contract:** The term of the agreement is three (3) years, from October 19, 2020, through October 18, 2023.

**Termination Options:** Termination options include:

- in the event of a reduction in funds;
- by either party for any or no reason upon thirty (30) days' written notice to the other party; and
- the affected services may be terminated by UMMC if Thermo Electron is unable to provide services for thirty (30) consecutive days as the result of a continuing force majeure event.

The software license may be terminated for the following

- automatically if UMMC's lawful possession of the hardware ceases; and
- by Thermo Electron if UMMC fails to comply with the terms of the agreement.

**Contract Amount:** The total cost of the service agreement over the three (3) year term is \$440,000. The cost of the service on the toxicology equipment is \$399,357.00. The total service cost will be paid in annual installments. UMMC has also included an additional ten percent (10%) for variable fees for items not included in the service plan, including

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after-hours service calls, consumable supplies, and equipment malfunctions caused by abnormal conditions such as water damage, electrical surge, or relocation of equipment.

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

**Contractor Selection Process:** Thermo Electron is the service provider for all Thermo Fisher Scientific equipment, technical support, and field service support.

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

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

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

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

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

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

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

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

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

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

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

**IHL PROJECTS .....**

**1. MSU – IHL 205-283 – Addition and Renovation of Humphrey Coliseum**

**Project Request:** Mississippi State University (MSU) requests Board approval to enter into an agreement with Brasfield & Gorrie, LLC (B&G) for construction manager at risk (CMAR) services related to the Additions & Renovations to Humphrey Coliseum project. Pursuant to the contract, the services provided by B&G will be divided between a Pre-Construction Services phase and a Construction Services phase. MSU specifically and only requests Board approval of the Pre-Construction Services phase at this time. MSU will seek approval of the Board prior to moving forward with the Construction Services phase.

**Project Professional: Dale Partners**

**Proposed General Contractor: Brasfield & Gorrie, LLC**

**Purpose:** The CMAR delivery method is advantageous considering the size, scope, complexity and phasing of the project. The project will be constructed in multiple phases that overlap basketball seasons. In the past, MSU has utilized the design-bid-build delivery method for construction projects; however, such methods have traditionally exposed MSU to unnecessary risks of labor/material escalations, errors, omissions or incompleteness in the plan by the professional, and the unpredictability of the bid market. All such exposures generally increase the cost of the construction project and delay the completion of the project.

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Given the logistical challenges associated with phasing and a heavy renovation project, MSU is utilizing the CMAR project delivery method. Utilizing CMAR will provide continuity between phases plus benefits during pre-construction and design such as scheduling, constructability, and real cost estimate data to ensure a timely and on-budget project. The CMAR method also allows the contractor to provide a guaranteed maximum price (GMP) in the design phase and assume the risk throughout the entire bid process. While the CMAR will be bound by the GMP and hold all contracts with trade subcontractors, the subcontracting process will follow state procurement law.

Pursuant to the CMAR agreement, there will be two phases of the contract:

- Pre-Construction Phase: The CMAR will work with MSU and the design professional, as needed, to ensure a complete set of plans that are within budget, scope, and allotted timelines. It is this phase in which MSU is requesting Board approval to move forward with at this time.
- Construction Phase: Prior to beginning the Construction Phase, B&G will develop a guaranteed maximum price (GMP) proposal which will be negotiated with MSU. After negotiations, MSU, if it elects to move forward with the Construction Services phase of Project, will submit the GMP proposal to the Board for approval. In the even the Board approves the GMP proposal, the CMAR will then bid trade packages and assume all risk of the Project. All buyout savings, remaining contingency and unused general conditions amounts will be returned to MSU through a deductive change order.

**Project Scope:**

Under the agreement B&G will:

- Perform Preconstruction Services:
  - Collaborate with MSU and the design professionals on the design and specifications to ensure a complete and constructible set of plans that are within budget and scope.
  - Develop a master schedule for the Project.
  - Estimate construction costs and cost savings solutions.
  - Complete a detailed Project phasing and site logistic plan.
  - Develop a detailed procurement strategy for the trade subcontractor bid packages.
- Perform Construction Services, if provided a Notice to Proceed from MSU (contingent upon subsequent approval of the GMP by the Board):

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- Provide construction services in the agreed upon timeframe and at the agreed upon GMP.
- Provide supervision and all key personnel for the project.
- Assist in preparation, advertising, etc. of all bid packages.
- Provide and pay for all labor, services, and materials, etc. utilized/needed for proper execution and final completion of the construction work.
- Supervise construction work related to project performance and ensure that all trade subcontracts are meeting all the terms of the contract documents.
- Obtain and pay fees related to all permits, approvals, licenses, etc. as applicable to the project.
- Warrant that all materials and equipment used in or incorporated into the construction work will be of good quality, new, and free of liens, claims, and security interest of third parties and that construction work will be of good quality and free from defects and CMAR shall, along with trade subcontractors, conduct a warranty inspection one year after substantial completion and remedy, at no cost to MSU, any defects or deficiencies noted by MSU representative(s).
- CMAR will pay all sales, consumer, use and similar taxes for the work or portions thereof provided by CMAR.
- CMAR will obtain, a Performance Bond to ensure faithful performance of the contract and a Payment Bond, to ensure payment of obligations arising thereunder.
- CMAR will obtain insurance as will protect itself, MSU, and the IHL, which includes commercial form general liability insurance, business automobile liability insurance, professional liability insurance, pollution liability, and builders risk property insurance; Additionally, CMAR will provide certificates of insurance to MSU and the IHL's Office of Risk Management.
- CMAR will require all subcontracts to provide insurance meeting the requirements as those prescribed in the agreement.
- Communicate with MSU's representative(s) during the project.
- Provide Applications for Payment to MSU in accordance with the contract.
- Coordination with all MSU vendors and outside consultants.

MSU will:

- Provide MSU representative(s) for administration of the project and ensure the same communicates with the CMAR in compliance with the terms of the contract.
- Provide payment upon receipt of application for payment and as further described by the contract.
- Assist in preparing bid packages and selection of subcontractors if Phase II is approved.

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**History of Project:** This is a new contract with B&G for CMAR services. At the June 2016 Board meeting, the Board approved initiation of the Project and approved appointment of Dale Architects as the design professional. At the January 2020 board meeting, MSU received approval from the Board to utilize the CMAR delivery method in lieu of the traditional design-bid-build.

MSU utilized the process outlined in Mississippi Code Annotated Section 31-7-13.2 to select B&G as the CMAR. A 2-step competitive selection process was used to select the CMAR firm. Through a competitive RFQ process, including submission of a written qualification and an interview process, the CMAR firms were evaluated based on, among other things, ability of the firm's professional personnel, past record and experience, performance information maintained by MSU, willingness to meet time requirements/scheduling challenges, workload of the firm, location of the firm, and references. After completion of the RFQ process, MSU, utilizing a comprehensive selection committee, selected B&G as the highest-ranked firm. After negotiating with B&G in accordance with the CMAR statute, MSU now requests board approval of the agreement with B&G in order to conduct the Pre-Construction Services phase of the agreement.

**Terms of Contract:** The contract is expected to last for approximately three (3) years. This will include approximately eighteen months for completion of Pre-construction Services and approximately eighteen months for the completion of Construction Services if approved by the Board.

**Termination Options:**

*The agreement may be terminated by B&G for any of the following:*

- During the Pre-Construction Services Phase, if MSU suspends work for longer than 365 days.
- MSU has not commenced reasonable action to remove any order of a court stopping construction within 120 days of court order being entered, or the construction work is stopped for 120 consecutive days through no act or fault of B&G, any subcontractor, or any employee or agent of B&G or any subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
- MSU fails to perform any material obligation under the contract documents and fails to cure such default within 45 days, or MSU has not commenced to cure such default within 45 days where such cure will require a reasonable period beyond 45

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days and diligently prosecutes the same to completion, after receipt of notice from B&G stating the nature of such default.

- Repeated suspension of the work, as further described in the contract, by MSU, except for those suspensions to which the B&G as agreed, when such suspensions constitute, in the aggregate, more than 100% of the contract time.

***The agreement may be terminated by MSU as follows:***

- During the Pre-Construction Services phase, for convenience at any time upon five days written notice to B&G.
- During the Construction phase, for convenience upon written notice to B&G.

**For cause if one of the following events occur:**

- B&G becomes insolvent or files for relief under the bankruptcy laws of the United States.
- B&G makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- A receiver is appointed to take charge of B&G's property.
- The commencement or completion of any work activity on the critical path is more than 30 days behind the date set forth in the contract schedule for such work activity, and which results in an inexcusable delay.
- B&G abandons the work.
- B&G fails to properly account for exigent circumstances, conditions, complications, cost increases, time related issues, or other issues arising from any pandemic or global or national health crisis.
- Substantial or final completion of any phase of the work is more than 30 days behind the date set forth in the contract schedule due to the fault of CMAR or any trade subcontractor.
- Upon the occurrence of any of the following events, MSU will have the right to terminate the contract for cause if B&G fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from MSU, or within such longer period of time as is reasonably necessary to complete such cure:
  - B&G persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the work in accordance with the contract documents.
  - B&G fails to make prompt payment of amounts properly due subcontractors after receiving payment from MSU.
  - B&G disregards applicable code requirements.

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- B&G persistently or materially fails to execute the work in accordance with the contract documents.
- B&G is in default of any other material obligation under the contract documents.
- B&G persistently or materially fails to comply with applicable safety requirements.
- B&G fails to adhere to any order or directive issued by MSU with regard to any pandemic or global or national health crisis.
- B&G fails to adhere to applicable e-verify provisions.

**Project Initiation Date:** October 15, 2020

**Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 42,000,000.00
Architectural and Engineering Fees:	2,661,000.00
Misc. Project Costs:	3,239,000.00
Furniture & Equipment Costs:	0.00
Contingency:	2,100,000.00
 <b>Total Project Budget</b>	 <b>\$ 50,000,000.00</b>

**Funding Source(s):** Major Gifts (\$20,000,000) – [\$9,000,000 of the \$20,000,000 proposed funds from Major Gifts has been secured in pledges]; Seat License (\$7,000,000); Reserves [MSU/Bulldog Club] (\$8,000,000); MSU Internal Loan (\$15,000,000)

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

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

**IHL PROJECTS .....**

**2. USM – IHL 210-248 – Gulf Coast Research Laboratory – Invertebrate Growout II Renovation**

**Project Request:** The University of Southern Mississippi is requesting approval to increase the budget from \$500,000 to \$10,000,000 for an increase in the amount of \$9,500,000. In addition, USM requests approval to add a funding source to the project to allow for the budget increase.

**Current Project Phase:** Design Phase

**Design Professional:** McCarty Architects

**General Contractor:** TBD

**Purpose/Justification:** The requested budget increase will allow the university to proceed from the design phase into the actual construction phase of the project. The budget increase will allow for extensive renovation and expansion of the facility to support aquaculture Research and development to advance the State’s coastal restoration efforts.

**Project Scope:** The project is intended to renovate and expand an existing aquaculture facility at the University’s Cedar Point site of the Gulf Coast Research Laboratory. Although future assessment and design by a professional firm will dictate specific actions required, it is expected that demolition of existing building raceway sections will be required, with those sections to be replaced with a concrete foundation of sufficient thickness to support aquaculture systems and equipment. Roof areas of those raceway sections will be replaced with a permanent structure.

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

**Project Initiation Date:** November 15, 2018

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**Proposed Project Budget:**

	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Amount (+/-)</b>
Construction Costs	\$ 0.00	\$ 8,445,923.75	\$ 8,445,923.75
Architectural and Engineering Fees	\$ 500,000.00	\$ 615,526.25	\$ 115,526.25
Miscellaneous Project Costs	\$ 0.00	\$ 338,550.00	\$ 338,550.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 0.00	\$ 600,000.00	\$ 600,000.00
<b>Total Project Budget</b>	<b>\$ 500,000.00</b>	<b>\$ 10,000,000.00</b>	<b>\$ 9,500,000.00</b>

**Proposed Funding Source(s):** SB 2924, Laws of 2016 (\$3,000,000); MDEQ and US Treasury Restore Act – Grant #1 RDCGR470130-01-00 (\$7,000,000)

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

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

The University of Mississippi Medical Center is seeking board approval for settlement of tort claim number 3293.

**2. UMMC – APPROVAL TO SETTLE WORKERS’ COMPENSATION CLAIM**

The IHL Self-Insured Workers’ Compensation Program is seeking Board approval for settlement of Claim No. 55-37596-1 for The University of Mississippi Medical Center.

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1. **SYSTEM – CERTIFICATE PROGRAMS**

A. INTENT TO OFFER

1. **USM – Program title: Nursing Education**

Responsible academic unit: School of Leadership and Advanced Nursing Practice

Level: Post-baccalaureate

Total credit hours: 18

CIP code: 51.3203

Effective date: August 2020

Rationale: This graduate certificate program will prepare nurses to be proficient in curriculum development, quality course development, lesson plan development, and instruction in healthcare and academic settings. The certificate program will be delivered in the online format to allow flexibility for the professional nurse.

2. **USM – Program title: Nursing Leadership**

Responsible academic unit: School of Leadership and Advanced Nursing Practice

Level: Post-baccalaureate

Total credit hours: 13

CIP code: 51.3802

Effective date: August 2020

Rationale: This graduate certificate program will prepare baccalaureate, master's, and DNP prepared nurses to be proficient in leadership and management skills, including the ability to manage human resources and budgets; recognize changes that impact organizations; and develop and implement policies in healthcare and academic settings. The certificate program will be delivered in the online format to allow flexibility for the working, registered nurse.

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

A. **JSU – Bachelor of Business Administration (BBA)**

Total credit hours: 121

CIP code, sequence: 52.0201, 5117

Cost to offer by distance learning: \$0

Number of students expected to enroll in first six years: 240

Number of students expected to graduate in first six years: 184

Effective date: January 2021

B. **JSU – Master of Art (MA) in Political Science**

Total credit hours: 36

CIP code, sequence: 45.1001, 4061

Cost to offer by distance learning: \$0

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Number of students expected to enroll in first six years: 415  
 Number of students expected to graduate in first six years: 355  
 Effective date: January 2021

**3. SYSTEM – 2020 REPORT OF OFF-CAMPUS ACADEMIC PROGRAMS**

CIP	Type	Academic Program	Location	Hours
<b>Alcorn State University</b>				
51.1601	ASN	Associate Degree Nursing (ASN)	Natchez Campus	64
51.1601	BSN	BS in Nursing Generic	Natchez Campus	60
51.1601	BSN	BS in Nursing – RN to BSN	Natchez Campus (Online)	34*
51.1601	MSN	Graduate Nursing Program - Family Nurse Practitioner Program	Natchez Campus (Online)	44
51.1601	MSN	Graduate Nursing Program - Nurse Educator Program	Natchez Campus (Online)	55
51.1601	DNP	Doctor of Nursing Practice	Natchez Campus (Online)	36
52.0201	MBA	Master of Business Administration (General Business)	Natchez Campus	36
*Twenty-six (26) hrs of credit awarded as credit-by-examination (new curriculum)				
<b>7 Off-Campus Programs Offered by Alcorn State University</b>				
<b>Jackson State University</b>				
51.0701	BS	Healthcare Administration	Jackson Medical Mall	57
51.0299	BS	Communicative Disorders	Jackson Medical Mall	43
51.0299	MS	Communicative Disorders	Jackson Medical Mall	52
51.2201	MPH	Master of Public Health	Jackson Medical Mall	45
51.2201	DrPH	Doctor of Public Health	Jackson Medical Mall	60
44.0401	MPPA	Public Policy and Administration	101 Building	45
44.0401	PhD	PPAD 700 – Health Care Finance and Administration	101 Building	60
04.0301	MA	Urban and Regional Planning	101 Building	49
04.0301	PhD	Urban and Regional Planning	101 Building	48
44.0701	MSW	Master of Social Work	Universities Center	60
44.0701	PhD	PhD in Social Work	Universities Center	60
30.9999	BS	Professional Interdisciplinary Studies	Universities Center	107
24.0102	BUS	University Studies (C2C)	Universities Center	124
09.0102	BS	Mass Communications	MS e-Center	60
09.0102	MS	Mass Communications	MS e-Center	30/33
13.0406	PhD	Urban Higher Education	MS e-Center	72
<b>16 Off-Campus Programs Offered by Jackson State University</b>				
<b>Mississippi State University</b>				
51.2401	DVM	Doctor of Veterinary Medicine	Flowood and Pearl, MS	2
51.2401	DVM	Doctor of Veterinary Medicine	Starkville, MS (Veterinary Specialty Center, Stark Road)	4

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52.0201	BBA	Business Administration	Meridian Campus, Online	62
52.0201	MBA	Business Administration	Meridian Campus, Online	All
52.0301	BAccy	Accountancy	Meridian Campus	62
52.1201	MSIS	Information Systems	Online	All
14.1001	BS	Electrical Engineering (new)	Gulf Coast Campus, Gautier	65
14.3501	BS	Industrial Engineering (new)	Gulf Coast Campus, Gautier	65
14.1901	BS	Mechanical Engineering (new)	Gulf Coast Campus, Gautier	64
04.0201	BArch	Architecture (fifth year)	Jackson, MS	30
04.0201	MS	Graduate Certificate	Gulf Coast Community Design Studio; Biloxi, MS	
13.0407	MAT	Community College Education	Meridian Campus	30
13.1202	BS	Elementary Ed. (Early Childhood; Middle School)	Meridian Campus	63
13.1202	MS	Elementary and Secondary Ed. (Early Childhood; Middle School; General Ed)	Meridian Campus	33
13.0101	EdS	Education (Elementary and Secondary Education)	Meridian Campus	30
13.0101	EdS	Education (School Administration)	Meridian Campus	40
13.0101	EdS	Education (Counselor Education)	Meridian Campus	30
13.0401	MS	Educational Leadership (School Administration)	Meridian Campus	33
13.0101	EdS	Educational Leadership (Teacher Leadership)	Meridian Campus	30
42.2806	BS	Educational Psychology	Meridian Campus	64
13.1205	BS	Secondary Education (English)	Meridian Campus	69
13.1205	BS	Secondary Education (Social Studies)	Meridian Campus	64
13.1205	MAT- S	Secondary Education (Alt.Route)	Meridian Campus	36
13.1205	MS	Secondary Education	Meridian Campus	33
13.1001	BS	Special Education	Meridian Campus	63
13.1101	MS	Counselor Education (School Counseling)	Meridian Campus	60
13.1101	MS	Counselor Education (Clinical Mental Health)	Meridian Campus	60
31.0505	BS	Kinesiology (Clinical Exercise Physiology)	Meridian Campus	64
51.0701	BAT	Bachelor of Applied Technology (Healthcare Services)	Meridian Campus	60
51.0701	BAT	Bachelor of Applied Technology (Event and Hospitality Services)	Meridian Campus	60
09.0101	BA	Communication	Meridian Campus	62
45.0401	BA	Criminology	Meridian Campus	62
24.0101	BA	General Liberal Arts	Meridian Campus	62
54.0101	BA	History	Meridian Campus	62
42.0101	BA	Psychology	Meridian Campus	60
30.9999	BS	Interdisciplinary Studies	Meridian Campus	62
44.0701	BSW	Social Work	Meridian Campus	62
23.0101	BA	English	Meridian Campus	62

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<b>38 Off-Campus Programs Offered by Mississippi State University</b>				
<b>Mississippi University for Women</b>				
51.1601	BSN	RN to BSN Advanced Placement Option	Tupelo, MS	45
51.1601	BSN	Nursing Electives	Tupelo, MS	15
<b>2 Off-Campus Programs Offered by Mississippi University for Women</b>				
<b>The University of Mississippi</b>				
52.0301	Baccy	Accountancy	Tupelo	62
52.0801	BBA	Business (Finance)	Tupelo and Booneville	60
52.1499	BBA	Business (Marketing)	Tupelo and Booneville	60
52.0201	BBA	Business (Management)	Tupelo and Booneville	60
52.0201	BBA	Business (MIS)	Tupelo	60
52.0201	BBA	General Business	Tupelo and Booneville	60
43.0107	BSCJ	Criminal Justice (emphases in Corrections, Homeland Security, and Law Enforcement)	Tupelo and Booneville	60
13.1202	BAE	Education (Elementary)	Tupelo and Booneville	61
24.0199	BA	Liberal Studies	Tupelo	60
42.0101	BA	Psychology	Tupelo	60
30.0000	BGS	Multi-Disciplinary Studies	Tupelo and Booneville	60
44.0701	BSW	Social Work	Tupelo	60
24.0102	BUS	University Studies	Tupelo and Booneville	30
22.0103	BSLS	Law Studies	Tupelo	60
9.0702	BS	Journalism (emphasis in Integrated Marketing Communication)	Tupelo	62
13.0302	MEd	Education (Elementary)	Tupelo and Booneville	30
13.1101	MEd	Education (Counselor Education-Community Counseling)	Tupelo	60
13.1101	MEd	Education (Counselor Education-School Counseling)	Tupelo	48
13.0499	MEd	Educational Leadership (K-12)	Tupelo and Booneville	30
13.0301	EdS	Educational Specialist (Curriculum and Instruction)	Tupelo	30
43.0107	MCJ	Criminal Justice	Tupelo	30
13.0401	EdS	Leadership K-12 Administration	Tupelo	30
52.0301	Baccy	Accountancy	Southaven	62
52.0801	BBA	Business (Finance)	Southaven	60
52.1499	BBA	Business (Marketing)	Southaven	60
52.0201	BBA	Business (Management)	Southaven	60
52.0201	BBA	Business (MIS)	Southaven	60
52.0201	BBA	General Business	Southaven	60
43.0107	BSCJ	Criminal Justice (emphases in Corrections, Homeland Security, and Law Enforcement)	Southaven	60
13.1202	BAE	Education (Elementary)	Southaven	61
24.0199	BA	Liberal Studies	Southaven	60
42.0101	BA	Psychology	Southaven	60

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30.0000	BGS	Multi-Disciplinary Studies	Southaven	60
24.0102	BUS	University Studies	Southaven	30
44.0701	BSW	Social Work	Southaven	60
22.0103	BSLS	Law Studies	Southaven	60
9.0702	BS	Journalism (emphasis in Integrated Marketing Communication)	Southaven	62
13.0302	MEd	Education (Elementary)	Southaven	30
13.0499	MEd	Educational Leadership (K-12)	Southaven	30
43.0107	MCJ	Criminal Justice	Southaven	30
13.0301	EdS	Educational Specialist (Curriculum and Instruction)	Southaven	30
13.0401	EdS	Leadership K-12 Administration	Southaven	30
43.0107	MCJ	Criminal Justice	Grenada	60
13.1202	MEd	Education (Elementary)	Grenada	61
52.0201	BBA	General Business	Grenada	60
30.0000	BGS	Multi-Disciplinary Studies	Grenada	60
24.0102	BUS	University Studies	Grenada	30
13.0302	MEd	Education (Elementary)	Grenada	30
13.0499	MEd	Educational Leadership (K-12)	Grenada	30
13.0301	EdS	Educational Specialist (Curriculum and Instruction)	Grenada	30
13.0401	EdS	Leadership K-12 Administration	Grenada	30
43.0107	MCJ	Criminal Justice	Grenada	30
13.1202	MEd	Education (Elementary)	Rankin	61
<b>53 Off-Campus Programs Offered by University of Mississippi</b>				
<b>The University of Mississippi Medical Center</b>				
51.3801	BSN	Accelerated Bachelor of Science in Nursing	Oxford, MS	48
<b>1 Off-Campus Program Offered by University of Mississippi Medical Center</b>				
<b>The University of Southern Mississippi</b>				
26.0101	BS	Biological Sciences	Gulf Coast Research Laboratory	10
26.1302	MS	Coastal Sciences	Gulf Coast Research Laboratory	45
26.1302	PhD	Coastal Sciences	Gulf Coast Research Laboratory	35
26.1302	BS	Marine Biology	Gulf Coast Research Laboratory	48
40.0607	BS	Marine Science	Gulf Coast Research Laboratory	1
40.0607	MS	Marine Science	Gulf Coast Research Laboratory	6
24.0199	BS	Undeclared – General Studies	Gulf Coast Research Laboratory	53
51.0204	MS	Speech and Hearing Sciences	Magnolia Center	6
14.2401	BS	Ocean Engineering	Marine Research Center	4
26.1302	PhD	Coastal Sciences	Stennis Center	3
40.0601	MS	Geology	Stennis Center	3
40.0607	MS	Hydrographic Science	Stennis Center	37
40.0607	BS	Marine Science	Stennis Center	9
40.0607	MS	Marine Science	Stennis Center	29
40.0607	PhD	Marine Science	Stennis Center	30

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
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<b>15 Off-Campus Programs Offered by University of Southern Mississippi</b>
<b>A Total of 128 Off-Campus Programs Offered by the System</b>

**4. SYSTEM – ANNUAL REPORT ON POST-TENURE REVIEW**

*Board30.0000 Policy 403.0103: Post-Tenure Review: “Each institution shall prepare an annual report of post-tenure reviews. The report shall be in a format specified by the Commissioner and shall be submitted to the Board by August 1 for the preceding academic year.”*

In accordance with Board policy, the post-tenure review report is presented to the Board for information. In 2019–2020, 96% of full-time faculty received an annual evaluation. Twenty-one (21) faculty were triggered for a post tenure review. One (1) faculty is participating in a faculty development plan.

Number of Full-time Faculty	Number of Full-time Faculty Evaluated	Number of Tenured Faculty	Number of Tenured Faculty Triggering Post Tenure Review Process	Maximum Length of Faculty Development Plan	Number of Tenured Faculty in Faculty Development Plan	Number of Tenured Faculty Completing Development Plan		Tenured Faculty Separated from Employment as a Result of the Post Tenure Review Process
						Successful	Unsuccessful	
<b>Alcorn State University</b>								
143	150	59	1	0	0	0	0	0
<b>Delta State University</b>								
153	152	59	1	3 years	0	0	1	1
<b>Jackson State University</b>								
342	342	312	0	2 years	0	0	0	0
<b>Mississippi State University</b>								
852	851	485	17	3 years	0	0	0	0
<b>Mississippi University for Women</b>								
149	149	61	0	4 years	0	0	0	0
<b>Mississippi Valley State University</b>								
218	218	102	4	2 years	0	2	0	0
<b>University of Mississippi</b>								
949	899	468	0	3 years	1	1	0	0
<b>University of Mississippi Medical Center</b>								
937	937	215	2	1 year	0	0	0	0
<b>University of Southern Mississippi</b>								
673	579	326	0	2 years	0	0	0	0
<b>System Totals</b>								
<b>4416</b>	<b>4227</b>	<b>2087</b>	<b>21</b>	<b>1-4 years</b>	<b>1</b>	<b>3</b>	<b>1</b>	<b>1</b>

ASU – 1 faculty member retired in Jan 2020.

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*DSU – 1 faculty was not renewed from the fall 2020 semester.*

*MSU – 1 faculty was hired effective 02/01/20, during the AY2019-20 but after 12/31/19; therefore, a 2019 annual evaluation was not conducted.*

*UM – 19 administrators underwent quadrennial review, 18 retirees were not reviewed, 7 faculty resigned, 1 was visiting and employment was terminated, 1 non-tenure track received a non-renewal contract in 2019, and 4 are deceased.*

*UMMC – 2 faculty resigned or were non-renewed, 3 faculty were on leave*

*USM – 64 faculty retired/separated and of those 30 were not reviewed.*

**5. SYSTEM – ANNUAL REPORT ON FACULTY TENURE**

In 2014–2015, IHL institutions hired 200 tenure track faculty members. As of the 2019–2020 academic year, 55% were awarded tenure from the 2014–2015 cohort.

<b>Institution</b>	<b>Number Hired (2014-2015)</b>	<b>Number Applied for Tenure</b>	<b>Number Awarded Tenure</b>	<b>Percentage Awarded who Applied for Tenure</b>	<b>Number of Cohort Received Tenure</b>	<b>Percentage of Cohort Awarded Tenure</b>
Alcorn State University	6	3	2	66%	2	33%
Delta State University	18	4	3	22%	2	11%
Jackson State University	13	11	9	82%	9	69.2%
Mississippi State University	57	27	27	100%	26	47%
Mississippi University for Women	5	1	1	100%	1	100%
Mississippi Valley State University	4	4	3	75%	3	75%
University of Mississippi	40	38	35	92%	35	92%
University of MS Medical Center	17	17	17	100%	17	100%
University of Southern Mississippi	40	27	26	96.3%	16	40%
<b>**System Totals</b>	<b>200</b>	<b>132</b>	<b>123</b>	<b>93%</b>	<b>111</b>	<b>55%</b>

*DSU – 2 faculty hired in 2014-15, 1 faculty hired in 2016-17 with 2 years credit.*

*MSU – 1 faculty granted extension to probationary period; 1 faculty did not enter a tenure-eligible position in 2014, and 1 faculty was moved to a non-tenure track position out of the college*

*MUW – 4 resigned before applying for tenure.*

**\*\* Total percentage values based on total number values.**

**STAFF RECOMMENDATION: Board staff recommends items 1-5 be accepted as information.**

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING**  
**INFORMATION ITEM**  
**FINANCE**  
**October 15, 2020**

1. **UMMC – AMENDMENT TO A CONTENT LICENSE ORDER FORM WITH INTERNATIONAL BUSINESS MACHINES CORPORATION**

**University:** The University of Mississippi Medical Center

**Contractor’s Legal Name: International Business Machines Corporation**

**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 Two (2) to the Renewal Content License Order Form **with International Business Machines Corporation (IBM)** formerly Truven Health Analytics, LLC (Truven). The amendment extends the term of the agreement an additional three (3) years. The agreement allows UMMC to access the Micromedex database which is an online, evidence-based database containing information related to drugs, toxicology, diseases, acute care, and alternative medicine. This aids in making clinical diagnoses and treatment decisions related to medication therapy.

**Specific Type of Contract:** This is Amendment Two (2) to the Renewal Content License Order Form.

**Purpose:** The purpose of Amendment Two (2) is to extend the term of the agreement an additional three (3) years.

**Term of Contract:** The term of Amendment Two (2) begins on July 7, 2020, and ends on June 30, 2023.

**Contract Amount:** The cost for Amendment Two (2) is \$501,432.24. The total cost of the agreement is now \$1,360,115.52.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
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**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE  
SEPTEMBER 17, 2020 BOARD MEETING SUBMISSION DEADLINE**

**NOTE: THE FOLLOWING ITEMS WERE APPROVED BY THE BOARD'S REAL ESTATE AND FACILITIES STAFF ACCORDING TO BOARD POLICY §904 (A) BOARD APPROVAL WHICH STATES:**

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

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

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

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

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

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

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
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**ALCORN STATE UNIVERSITY**

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

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

**Approval Request #1: Change Order #6**

Board staff approved Change Order #6 in the credit amount of \$284.80 and fifty-nine (59) additional days to the contract of Flagstar Construction Company.

Approval Status & Date: APPROVED, September 22, 2020

Change Order Description: Change Order #6 includes the following items: modifications made to the main courtyard, the slab edge, the Interactive Learning Center lights, the watercoolers to add bottle fillers, and modifications to the Academic Resource Center; credit issued for modifications to the rear courtyard, deletion of the caststone logo and for deletion of the quartz counter in the Interactive Learning Center; and fifty-nine days to the contract.

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

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$55,026.87.

Project Initiation Date: August 13, 2020

Design Professional: Allred Stolarski Architects

General Contractor: Flagstar Construction Company

Total Project Budget: \$23,200,000.00

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**MISSISSIPPI STATE UNIVERSITY**

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

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

Board staff approved Change Order #2 in the amount of \$148,144.97 and twenty-eight (28) additional days to the contract of Hemphill Construction company, Inc.

Approval Status & Date: APPROVED, September 11, 2020

Change Order Description: Change Order #2 includes the following items: to prepare the existing Sand Creek wet well surface and install the Tnemac Coating system by high pressure wash all surfaces to remove all wastewater residue; abrasive sandblast all surfaces to remove all contaminants, weak concrete; bypass pumping for the additional time required to obtain the coating materials and cover the installation requirements; and twenty-eight days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$173,177.02.

Project Initiation Date: April 21, 2016

Design Professional: Clearwater Consultants, Inc.

General Contractor: Hemphill Construction company, Inc.

Total Project Budget: \$3,400,000.00

**3. MSU- IHL 205-297– Butler Hall Mechanical, ADA Improvements and Exterior Envelope 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 September 23, 2020 to increase the project budget from \$3,500,000.00 to \$4,100,000.00, an increase of \$600,000.00 and to increase the project scope.

Interim Approval Status & Date: APPROVED, September 23, 2020

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Project Initiation Date: December 10, 2019

Design Professional: Cooke, Douglas Farr Lemons Architects & Engineers

General Contractor: TBD

Total Project Budget: \$4,100,000.00

**4. MSU- IHL 205-308– CVM Facility Expansion**

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

Board staff approved the Schematic Design Documents as submitted by Machado Patano, PLLC.

Approval Status & Date: APPROVED, September 4, 2020

Project Initiation Date: June 16, 2018

Design Professional: Machado Patano, PLLC

General Contractor: TBD

Total Project Budget: \$5,600,000.00

**UNIVERSITY OF MISSISSIPPI**

**5. UM- IHL 207-416– Connor Hall-School of Accountancy Expansion**

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

Board staff approved the Schematic Design Documents as submitted by JH&H Architects.

Approval Status & Date: APPROVED, September 9, 2020

Project Initiation Date: June 16, 2018

Design Professional: JH&H Architects

General Contractor: TBD

Total Project Budget: \$1,000,000.00

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

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

Board staff approved the Award of Contract in the amount of \$510,008.00 to the apparent low bidder, R. A. Sharp Construction Company, LLC.

Approval Status & Date: APPROVED, September 23, 2020

Project Initiation Date: August 15, 2019

Design Professional: McCarty Architects, P.A.

General Contractor: R.A. Sharp Construction Company, LLC.

Total Project Budget: \$1,300,000.00

**7. UM- IHL 207-459– Insight Park Biomedical Engineering**

**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 September 25, 2020 to increase the project budget from \$850,000.00 to \$1,100,000.00, an increase of \$250,000.00, to adjust the project scope and rename this project from “Insight Park Virtual Reality Learning Lab and Biomedical Engineering” to “Insight Park Biomedical Engineering”.

Interim Approval Status & Date: APPROVED, September 25, 2020

Project Initiation Date: October 17, 2019

Design Professional: Daniel Design Studio, P.C.

General Contractor: TBD

Total Project Budget: \$1,100,000.00

**UNIVERSITY OF SOUTHERN MISSISSIPPI**

**8. USM- GS 108-293 – Montague Parking Improvements**

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

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

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Board staff approved the Award of Contract in the amount of \$2,121,023.45 to the apparent low bidder, Warren Paving, Inc.

Approval Status & Date: APPROVED, September 02, 2020

Project Initiation Date: August 15, 2019

Design Professional: Neel-Schaffer, Inc.

General Contractor: Warren Paving, Inc.

Total Project Budget: \$2,750,000.00

**9. USM- IHL 208-337 – Union Plaza Renovation (Rebid)**

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

Board staff approved Change Order #1 in the credit amount of \$12,160.90 and ten (10) additional days to the contract of Culpepper Construction & Masonry, LLC.

Approval Status & Date: APPROVED, September 2, 2020

Change Order Description: Change Order #1 includes the following items: deduction for emergency speaker phone foundation, angled curb, entry plaque stand, electrical and communication system; installed an in-ground pull box in the center of Freedom Circle, conduit/pull string to the existing communication manhole, and conduit/pull string to the new electrical panel for future service; added condensate drain items i.e. installing a borehole in the inlet box, and 15 LF of 2” drainpipe at the future kiosk location; added Freedom Circle brick pavers; added sealant for all concrete areas; and ten days to the contract, which includes one (1) day due to weather.

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

Total Project Change Orders and Amount: One (1) change order for a total credit amount of \$12,160.90.

Project Initiation Date: November 15, 2018

Design Professional: Neel—Schaffer, Inc.

General Contractor: Culpepper Construction & Masonry, LLC

Total Project Budget: \$2,400,000.00

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**10. USM- IHL 208-338 – Pinehaven Apartments Demolition**

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

Board staff approved Change Order #1 in the amount of \$0.00 and twenty-eight (28) additional days to the contract of Codaray Construction, LLC.

Approval Status & Date: APPROVED, August 26, 2020

Change Order Description: Change Order #1 includes the following items: added three hundred (300) days to the contract due to weather.

Change Order Justification: This change was necessary due to weather-related delays for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$0.00.

Project Initiation Date: February 21, 2019

Design Professional: Perkins & Williamson Architecture, PLLC

General Contractor: Codaray Construction, LLC

Total Project Budget: \$1,415,000.00

**11. USM- Building #853 Demolition & and Removal**

**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 September 25, 2020 to demolish and remove Building #853 from the building inventory. This site needs to be cleared before the groundbreaking of the new Veterans Center scheduled for November 11th.

Interim Approval Status & Date: APPROVED, September 25, 2020

**IHL SYSTEM OFFICE**

**12. IHL- GS 111-060 – Restroom and Plumbing Improvements**

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

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

Board staff approved the Award of Contract in the amount of \$275,390.00 to the apparent low bidder, Fountain Construction Company.

Approval Status & Date: APPROVED, August 4, 2020

Project Initiation Date: November 21, 2018

Design Professional: JBHM Architects

General Contractor: Fountain Construction Co., Inc.

Total Project Budget: \$300,000.00

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

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

Payment of legal fees for professional services rendered by Armstrong Law Firm (statement dated 8/24/20) from the funds of Jackson State University. (This statement, in the amount of \$2,555.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 2,555.00**

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 9/9/20) from the funds of Mississippi State University. (This statement, in the amount of \$1,993.75, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 1,993.75**

Payment of legal fees for professional services rendered by Mayo|Mallette (two statements dated 8/12/20) from the funds of the University of Mississippi. (These statements, in the amounts of \$10,076.43 and \$7,008.50, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 17,084.93**

Payment of legal fees for professional services rendered by Phelps Dunbar, LLP (statement dated 4/29/20) from the funds of the University of Mississippi. (This statement, in the amount of \$1,618.88, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 1,618.88**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 7/1/20, 7/1/20, 7/1/20, 8/1/20 and 8/1/20) from the funds of the University of Mississippi. (These statements, in the amounts of \$2,500.00, \$36.50, \$100.00, \$34.76 and \$4,500.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 7,171.26**

Payment of legal fees for professional services rendered by Butler Snow, LLP (statements dated 8/13/20, 8/19/20, 8/19/20, 9/10/20, 9/10/20 and 9/10/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$35,150.00, \$1,206.50, \$12,220.45, \$118.00, \$1,050.50 and \$265.00, respectively, represent services and expenses in connection with legal advice.)

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**TOTAL DUE.....\$ 50,010.45**

Payment of legal fees for professional services rendered by Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, (statement dated 9/8/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$5,191.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 5,191.00**

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (two statement dated 8/26/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$132.00 and \$181.50, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 313.50**

Payment of legal fees for professional services rendered by Page Kruger & Holland (three statements dated 9/11/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$33.00, \$33.00 and \$165.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 231.00**

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statement dated 8/17/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$1,275.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,275.50**

Payment of legal fees for professional services rendered by Taylor Wellons Politz Duhe, APLC (two statements dated 6/16/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$135.00 and \$144.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 279.00**

Payment of legal fees for professional services rendered by Watkins & Eager (three statements dated 8/27/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$198.00, \$1,770.00 and \$840.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 2,808.00**

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Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 8/17/20, 8/18/20, 9/1/20, 9/1/20, 9/11/20, 9/11/20, 9/11/20 and 9/11/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,723.50, \$577.50, \$2,955.00, \$22,291.50, \$973.50, \$2,545.50, \$624.00 and \$348.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 32,038.50**

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

Payment of legal fees for professional services rendered by Armstrong|Teasdale (statement dated 7/30/20) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: “Laser Multi-Beam Differential Interferometric Sensor and Methods for Vibration Imaging” - \$1,281.00.)

**TOTAL DUE.....\$ 1,281.00**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 7/24/20) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following intellectual property matter: “Emerald Bioscience, Inc. License” – \$1,416.00.)

**TOTAL DUE.....\$ 1,416.00**

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 4/14/20, 4/17/20, 7/3/20, 7/15/20, 7/15/20, 7/15/20, 7/22/20, 7/24/20, 7/24/20, 7/24/20, 7/24/20, 7/31/20, 7/31/20, 8/1/20, 8/1/20 and 8/3/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Potent Immunostimulants from Microalga”- \$479.00; “Biologically Active Cannabidiol Analogs” - \$603.00; “Highly Sensitized Sigma Receptor Ligands and Pathophysiological Study of Memory Deficits and Cognitive Disorders” - \$4,870.00; “High Molecular Weight Polysaccharide Fraction from Aloe Vera with Immunostimulatory Activity” - \$357.00; “Potent Immunostimulants from Microalga” - \$357.00; “Biologically Active Cannabidiol Analogs” - \$238.00; “Biologically Active Cannabidiol Analogs” - \$800.00; “L-y-Methyleneglutamine Compounds and Methods for Use” - \$5,472.00; “Biologically Active Cannabidiol Analogs” - \$200.00; “Biologically Active Cannabidiol Analogs” - \$200.00; “Isolation of Pure Cannabidiols from Cannabis” - \$1,427.00; “Compounds for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$817.00; “Potent Immunostimulants from Microalga” - \$1,282.00; “Potent Immunostimulants from Microalga” - \$1,111.00; “Potent Immunostimulatory Polysaccharide Extracts from Microalga” - \$669.00; and “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$892.50, respectively.)

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**TOTAL DUE.....\$ 19,774.50**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 4/23/20, 4/23/20, 4/23/20, 6/19/20, 6/19/20, 6/19/20, 6/19/20, 6/19/20, 7/8/20, 7/9/20, 7/9/20, 7/9/20, 7/9/20 and 7/9/20) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Stabilized Formulation of Triamcinolone Acetonide” - \$85.50; “Gas Separating Membrane” - \$38.00; “Anticancer Formulation” - \$38.00; “Methods for Detecting Humans” - \$556.00; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - \$85.50; “Stabilized Formulation of Triamcinolone Acetonide” - \$549.50; “Stabilized Formulation of Triamcinolone Acetonide” - \$1,471.50; “Stabilized Formulation of Triamcinolone Acetonide” - \$878.50; “Cytochrome BCI Complex Inhibitors for Drug-Resistant and other Parasitic, Fungal and Bacterial Stains” - \$610.00; “Corrugated and Ported Prism Engine Nozzle for Reduction of Supersonic Jet Exhaust Noise” - \$4,032.50; “Multimodal Plate Acoustic Wave Devices” - \$2,132.50; “High Photovoltage Per Area by Sequential Series Tandem (SST) Stacked Device Architecture for Dye-Sensitized Solar Cells” - \$47.50; “Gas Separating Membrane” - \$587.50 and “Miscellaneous Intellectual Property Matters” - \$2,414.15, respectively.)

**TOTAL DUE.....\$ 13,526.65**

Payment of legal fees for professional services rendered by Stites & Harbison (eight statements dated 8/26/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$3,065.13, \$60.00, \$2,577.80, \$2,173.00, \$28.50, \$47.50, \$19.00 and \$9.50, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 7,980.43**

Payment of legal fees for professional services rendered by Workman Nydegger (statement dated 7/16/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$2,030.00, represents services and expenses in connection with an intellectual property patent.)

**TOTAL DUE.....\$ 2,030.00**

**2. USM - EMERGENCY APPROVAL TO CONTRACT WITH DORNAN LAW OFFICE, PLLC AS OUTSIDE COUNSEL**

Trustee Ann Lamar, as Board Legal Committee Chair, on behalf of the Board, has approved USM’s request to hire the Dornan Law Office as outside counsel for legal representation in an ongoing litigation matter with the City of Biloxi related to the Point Cadet property. The hourly rates are \$165 for partners, \$135 for associates, and \$65 for

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paralegals with a maximum amount payable under the contract for legal services set at \$40,000. This firm carries professional liability insurance in the amount of \$1,000,000 per claim with an annual aggregate of \$1,000,000. This request has been approved by the Attorney General.

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**1. SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**

The following items have been approved by the Commissioner on behalf of the Board and are available for review in the Board Office.

- a. **MSU** – On September 10, 2020, Commissioner Alfred Rankins, Jr. approved the Lease between Mississippi State University and the Provivi, Inc. for approximately 4,375 square feet of greenhouse space at the Delta Research and Extension Center in Stoneville, MS. This is a new lease effective upon execution and continuing for a term of three years. Provivi will pay to the university annual rent in the amount of \$25,000. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.
- b. **MSU** – On September 29, 2020, Commissioner Alfred Rankins, Jr. approved the Rent Agreement between Mississippi State University and SER, LLC, for approximately 3,000 square feet of storage space for research equipment, material, and furniture. The term of the agreement is one year beginning October 1, 2020 with an option to renew for two additional one-year periods without an increase in cost. The rent is \$4,100 per quarter due on the first day of each quarter for a total annual cost of \$16,400. 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 and Policy 707.03 Approval for Prepayment for Goods or Services.
- c. **MSU** – On September 29, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between Mississippi State University and Petro Medical Properties, LLC for approximately 2,041 square feet of space in the Petro Medical Building located at 2628 Courthouse Circle, Suite B, Flowood, MS, for temporary space for MSU’s Animal Emergency and Referral Center (AERC) Rehab service. This is a new lease effective October 1, 2020 with a term of 13 months. The monthly rent is \$2,551.25 due on the 1<sup>st</sup> of each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
- d. **UMMC** – On September 29, 2020, Commissioner Alfred Rankins, Jr. approved the proposed Amendment No. 1 to the Medical Office Building Lease between the University of Mississippi Medical Center and Holmes Community College (HCC) for approximately 755 square feet of space at the HCC Wellness and Fitness Center to be used for UMMC’s Center for Integrative Health program. This amendment will extend the term of the original agreement by two years through January 31, 2023 and will increase UMMC’s usage time of the swimming pool, exercise room, and teaching room. The monthly rent will increase from \$1,173.04 per month to \$2,000 per month for the period of October 1, 2020 through June 30, 2021, and further increase to \$2,744.89 for the remaining

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months. These payments continue to be payable in monthly installments in advance. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

- e. **USM** – On September 29, 2020, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Southern Mississippi and Forrest County General Hospital for approximately 1,161 square feet of office, equipment, and lab space in USM’s Accelerator facility. The term of the lease is one year beginning upon approval and execution of the Lease Agreement with automatic renewal periods for up to three consecutive one-year terms. The hospital will pay to the university \$21,852.50 in annual rent, for a total cost of \$87,410 over the full 4-year period. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

2. **SYSTEM – REPORT OF UNIVERSITIES’ USE OF TEMPORARY RELIEF AND WAIVER OF APPROVAL REQUIREMENTS SET FORTH IN IHL BOARD POLICIES 707 CONTRACTS AND 905 REAL ESTATE MANAGEMENT**

On March 19, 2020, the IHL Board granted UMMC a temporary relief and waiver of requirements for approval of items, matters, contracts, purchases, leases, prepayments and any other agreement otherwise requiring approval by the Board of Trustees or Commissioner pursuant to Board Policy 707 Contracts (to include policies 707.01 Land, Property, and Service Contracts; 707.02 Other Official Documents, and 707.03 Approval of Prepayment for Goods or Services) and Board Policy 905 Real Estate Management during the state of emergency caused by the COVID-19 pandemic. This waiver is superseded and replaced by the waiver granted to all institutions approved on September 4, 2020 and described below.

At the special called Board meeting on September 4, 2020, the IHL Board provided all institutions, through December 31, 2020, temporary relief and waiver of requirements for approval of items, matters, contracts, purchases, leases, prepayments and any other agreement otherwise requiring approval by the Board of Trustees or Commissioner pursuant to Board Policy 707 Contracts (to include policies 707.01 Land, Property, and Service Contracts; 707.02 Other Official Documents, and 707.03 Approval of Prepayment for Goods or Services) and Board Policy 905 Real Estate Management, when compliance with the Board or Commissioner approval requirements of these policies would impede the institution’s ability to promptly and effectively provide for the safety and health of its students, employees and guests in dealing with the COVID-19 pandemic. This waiver is for a temporary period during the state of emergency caused by the COVID-19 pandemic, through December 31, 2020, for the health and well-being of students, employees, and guests on all IHL campuses and facilities. All such contracts, leases, purchases, and other items that are within the parameters of this waiver and

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temporary delegation are to be reported to the Board as information items. A summary of the items that have been submitted for reporting to the Board is as follows:

- a. **MSU** – On September 16, 2020, MSU amended the Contract to Obtain Services with The CPI Group for temporary staffing services. MSU has existing contracts with a primary and secondary provider to supply temporary staffing services to the various departments on campus. The COVID-19 pandemic has required the University to employ additional manpower in a short period of time. In an effort to expedite the process of obtaining temporary staffing services, the amendment removes a 48-hour waiting period that MSU was previously obligated to provide CPI before seeking services from another vendor in the event MSU determines an immediate need exists. The contract became effective upon signing and was effective for one year with an option to renew for up to 4 additional one-year periods. The contract has previously been renewed three times with no changes to the terms and conditions. As part of the contract amendment MSU is now reporting, MSU also renewed the contract for one additional year. The amount of the contract is dependent on MSU’s usage of the services. Review of expenditures in prior fiscal year indicated this contract could be worth approximately \$1,000,000 per year across all MSU locations that make use of the services. At the time it was anticipated total 5-year costs would not exceed \$7,000,000, and these estimates are still accurate. The contract is funded by MSU internal funds through available departmental operating budgets. The contract amendment has been reviewed and approved by MSU’s Office of General Counsel for compliance with applicable laws.
- b. **MSU** – On September 17, 2020, MSU amended the Contract to Obtain Services with Qualified Staffing for temporary staffing services. MSU has existing contracts with a primary and secondary provider to supply temporary staffing services to the various departments on campus. The COVID-19 pandemic has required the University to employ additional manpower in a short period of time. In an effort to expedite the process of obtaining temporary staffing services, the amendment removes a 48-hour waiting period that MSU was previously obligated to provide Qualified Staffing before seeking services from another vendor in the event MSU determines an immediate need exists. The contract became effective upon signing and was effective for one year with an option to renew for up to 4 additional one-year periods. The contract has previously been renewed three times with no changes to the terms and conditions. As part of the contract amendment MSU is now reporting, MSU also renewed the contract for one additional year. The amount of the contract is dependent on MSU’s usage of the services. Review of expenditures in prior fiscal year indicated this contract could be worth approximately \$1,000,000 per year across all MSU locations that make use of the services. At the time it was anticipated total 5-year costs would not exceed \$7,000,000, and these estimates are still accurate. The contract is funded by MSU internal funds through available departmental operating budgets. The contract amendment has been reviewed and approved by MSU’s Office of General Counsel for compliance with applicable laws.

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- c. **UM** – On October 1, 2020, the University reported a new contract with NICUSA, Inc. for administering COVID-19 testing required for the continued safe operation of the campus. The contract provides a turnkey, rapidly deployed, mobile and fixed-site COVID-19 testing and collection solution to assist in the efforts to remain open and reduce the threat of transmission among the citizens. This Agreement is effective upon last signature and will run until all tests are completed. The expected completion date is October 31, 2020. The amount of the contract is \$676,800. This project will be funded utilizing CARES funds. The contract has been reviewed and approved by the University of Mississippi’s Office of General Counsel for compliance with all applicable Mississippi law and purchasing procedures regarding the execution of contracts with an agency of the state of Mississippi.
- d. **UM** – On September 1, 2020, the University entered a lease agreement with RDC FUND IX Investments, LLC a Delaware limited liability company d/b/a Gather Oxford Apartments. The University will prepay the lease payment on the 15th of each month. This lease provides quarantine or isolation housing for students who are experiencing symptoms of COVID-19, who have been tested for COVID-19 and are awaiting results, or who need to self-quarantine due to exposure to COVID-19. The term of this contract is September 1, 2020 through December 31, 2020. The amount of the lease agreement is \$99,076. The lease is for thirty-one (31) spaces at \$799 each per month for the term of the contract. The contract will be funded by self-generated student housing revenues. The agreement has been reviewed and approved by the University of Mississippi’s Office of General Counsel for compliance with all applicable Mississippi law and purchasing procedures regarding the execution of contracts with an agency of the state of Mississippi.
- e. **UMMC** – On March 19, 2020, UMMC entered a rental agreement with Mississippi Tent & Party Rental, LLC to rent tents, walls, lights, tables, chairs, cones, and a HVAC and generator package in order to perform testing for COVID19 at the Mississippi Fairgrounds. In conjunction with the Mississippi Department of Health, UMMC is setting up and operating a drive-through testing site in response to the COVID19 pandemic. The rental agreement also requires prepayment. The initial term of the rental agreement is one (1) month, which may be extended if circumstances require continued testing at this location. The initial cost of the rental agreement for one (1) month is \$74,135. The agreement will be funded by general funds. The agreement was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.
- f. **UMMC** – On March 19, 2020, UMMC entered an agreement with Abbott Laboratories, Inc. to purchase reagents and consumables used to perform molecular tests to identify SARS-CoV-2, the virus that causes COVID-19. COVID-19 is a highly contagious and sometimes fatal respiratory illness. There is no vaccine or specific treatment available. Currently Abbott is the only manufacturer that has obtained authorization from the Federal Drug

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Administration for emergency use of its COVID-19 test, allowing Abbott to sell its reagents and consumables to customers. These supplies allowed UMMC's Clinical Laboratory to test patients who are symptomatic and asymptomatic for COVID-19 which in turn will allow clinicians to make informed decisions related to infection control and patient care, as well as to improve the ability to track the spread of COVID-19. The term of the agreement is one (1) year, from March 19, 2020, through March 18, 2021. However, UMMC expects to utilize the entire quantity of items under the agreement by July 2020. Abbott would not contract for more quantity as it is providing the reagents and consumables to its customers on an allocated basis. UMMC expects to enter into a new agreement for additional purchases once it has utilized the entire quantity of items under this agreement. The cost of the agreement is \$602,360.80. The contract will be funded by hospital patient revenue. The agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and found the same to be acceptable.

- g. **UMMC** – On March 18, 2020, UMMC entered a rental agreement with Mississippi Tent & Party Rental, LLC (MS Tent) to rent tents, walls, lights, tables, chairs, cones, and a HVAC and generator package in order to perform testing for COVID19 at the Mississippi Fairgrounds. In conjunction with the Mississippi Department of Health, UMMC set up and ran a drive-through testing site in response to the COVID19 pandemic. The rental agreement also required prepayment. Throughout the operation of the temporary site, it was determined additional items were needed from time to time. Subsequently, UMMC and MS Tent entered an amendment to adjust the items to be included under the agreement. The initial term of the rental agreement was one (1) month beginning March 18, 2020, with monthly extensions thereafter if circumstances require continued testing at this location. UMMC extended the rental agreement for two (2) months. The temporary site at the Mississippi Fairgrounds ended on May 18, 2020. Over the entire term, the total cost of the amended agreement was \$185,707.96. The agreement will be funded by general funds. The amended agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and found the same to be acceptable.
- h. **UMMC** – On March 30, 2020, UMMC entered a Letter of Agreement with Memphis Pathology Laboratory d/b/a American Esoteric Laboratories for the provision of outside reference laboratory services to identify SARS-CoV-2, the virus that causes COVID-19. COVID-19 is a highly contagious and sometimes fatal respiratory illness. There is no vaccine or specific treatment available. These tests will provide information on patients who are symptomatic and asymptomatic for COVID-19. The term of the agreement is one (1) year, from March 30, 2020, through March 29, 2021. The estimated total cost of the agreement is \$630,000. The contract will be funded by hospital patient revenue. The agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and found the same to be acceptable.

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- i. **UMMC** – On March 30, 2020, UMMC entered an agreement for the purchase of fourteen (14) Butterfly IQ portable ultrasound machines, enterprise imaging licenses, and implementation of the licenses. The first-year prepayment cost is \$49,986.00. The software license fees for years two and three will be billed annually upon the anniversary date. These devices are used for diagnosis on COVID-19 positive or suspected patients, as they are more easily decontaminated between patients and more portable than larger equipment. Purchasing the machines as quickly as possible will allow UMMC to receive the machines at the earliest possible time in order to put into clinical operation. The initial term of the contract is March 30, 2020 through March 29, 2023. Following the Initial Term, the Agreement will automatically renew for subsequent terms of the same length as the Initial Term, and in any event, at least twelve (12) months, (each, a “Renewal Term”). The proposed quotation was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and, with inclusion of UMMC’s purchase order terms, found the same to be acceptable. The amended agreement was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.
- j. **UMMC** – On March 31, 2020, UMMC entered the Third Amendment to its environmental services agreement with Crothall Healthcare, Inc. (Crothall) to amend Statement of Work #4 to allow UMMC the ability to repurpose housekeeping staff in clinical areas to assist with additional housekeeping requirements as a result of COVID-19. The amendment will also replace the current Exhibit E-1 with the revised E-1 entitled Cleaning Procedural Guide. The term of the agreement is unchanged and will expire October 31, 2020. The total amended cost of the Statement of Work #4 is \$11,079,463.04. The total cost of the original agreement was \$47,525,412.09; after the reduction in cost under the third amendment, the total cost of the entire agreement will be \$46,783,270.28. The agreement will be funded by general funds. The amended SOW was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.
- k. **UMMC** – On April 1, 2020, UMMC entered an agreement with Cepheid US to purchase reagent kits used to perform molecular tests to identify SARS-CoV-2, the virus that causes COVID-19. COVID-19 is a highly contagious and sometimes fatal respiratory illness. There is no vaccine or specific treatment available. These supplies will allow UMMC’s Clinical Laboratory to test patients who are symptomatic and asymptomatic for COVID-19. The term of the agreement is nine (9) months, from April 1, 2020, through December 31, 2021. The total estimated cost of the agreement is \$1,848,000. The contract will be funded by hospital patient revenue. The agreement was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.
- l. **UMMC** – On April 1, 2020, UMMC entered an equipment Purchase Agreement with Baxter Healthcare Corporation to purchase ten (10) Continuous Renal Replacement Therapy (CRRT) machines, warmers, associated software, and

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equipment warranty. Approximately fifty percent (50%) of the UMMC patients hospitalized with COVID-19 also experience renal failure that requires dialysis. In order to meet the expected need, UMMC has purchased ten (10) additional CRRT machines, allowing UMMC to treat patients more efficiently. Prior to COVID-19, UMMC treated an average of seven (7) patients per day on CRRT. However, the increased need for COVID-19 patients is taxing the availability for the CRRT Machines for all patients requiring the treatment. The term of the agreement is approximately one (1) year and forty-five (45) days, from April 1, 2020, through approximately May 14, 2021. The agreement was executed on April 1, 2020 and ends twelve (12) months after the date of equipment installation. Installation is expected to be on or about May 15, 2020. The cost of the agreement is \$289,250. The contract will be funded by hospital patient revenue. The agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and found the same to be acceptable.

- m. **UMMC** – On April 6, 2020, UMMC entered an agreement for the one-time purchase of face guards from WC Westgroup, LLC d/b/a Blue Delta Jean Company. The agreement requires a deposit of fifty percent (50%), \$62,500, upon execution of the agreement and the remaining fifty percent (50%), \$62,500, on or before the date of shipment. The total cost of the agreement is \$125,000. Personal protective equipment (PPE), such as face guards, is in extremely short supply globally. Purchasing PPE as quickly as possible will enable UMMC to be adequately prepared for the COVID-19 response. The agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and, with inclusion of UMMC's purchase order terms, found the same to be acceptable.
- n. **UMMC** – On April 7, 2020, UMMC entered a Short Term Rental Agreement with Baxter Healthcare Corporation (Baxter) to rent Continuous Renal Replacement Therapy (CRRT) machines and warmers. Approximately fifty percent (50%) of the UMMC patients hospitalized with COVID-19 also experience renal failure that requires dialysis. In order to meet the expected need, UMMC purchased ten (10) additional CRRT machines, allowing UMMC to treat patients more efficiently. However, Baxter has sold out of the CRRT equipment for sale, and there is at least a four (4) week lead-time for delivery of UMMC's recent purchase of ten (10) machines. The manufacturer has six (6) machines available for rent while UMMC waits for the purchased equipment. Prior to COVID-19, UMMC would treat an average of seven (7) patients per day on CRRT. The increased need for COVID-19 patients is taxing the availability for the CRRT machines for all patients requiring the treatment. The term of the agreement is eight (8) months and twenty-three (23) days, from April 7, 2020, through December 31, 2020. UMMC expects to rent the equipment only until the purchased equipment is delivered. The expected cost of the agreement over the maximum eight (8) month and twenty-three (23) day term is \$158,115. The contract will be funded by hospital patient revenue. The agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and found the same to be acceptable.

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- o. **UMMC** – On April 7, 2020, UMMC entered a rental agreement with Mississippi Tent & Party Rental, LLC to rent tents, walls, lights, flooring, and a HVAC and generator package in order to set up a temporary site in Garage B located on the main campus for transferring respiratory clinic patients and, if needed, an alternative Intensive Care Unit site. The rental agreement also requires prepayment. The initial term of the rental agreement is one (1) month, which may be extended if circumstances require continued testing at this location. The initial cost of the rental agreement for one (1) month is \$40,261.35. The agreement will be funded by general funds. The agreement was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.
- p. **UMMC** – On April 7, 2020, UMMC entered a rental agreement with Mississippi Tent & Party Rental, LLC (MS Tent) to rent tents, walls, lights, flooring, and a HVAC and generator package in order to set up a temporary site for transferring respiratory clinic patients and, if needed, an alternative Intensive Care Unit site. The rental agreement also required prepayment. Upon delivery of the items and set up of the temporary site in Garage B located on the main campus, it was determined additional items were needed. UMMC and MS Tent entered into an amendment to adjust the items to be included under the agreement. The initial term of the rental agreement is one (1) month, which may be extended if circumstances require continued testing at this location. The revised cost of the rental agreement for one (1) month is \$45,013.75. The agreement will be funded by general funds. The amended agreement was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.
- q. **UMMC** – On June 8, 2020, UMMC entered an amendment to the contract with Abbott Laboratories, Inc. to add products to the list of items available for purchase and to include language that the quantities on the agreement are estimates only. COVID-19 is a highly contagious and sometimes fatal respiratory illness. There is no vaccine or specific treatment available. These supplies will allow UMMC’s Clinical Laboratory to test patients who are symptomatic and asymptomatic for COVID-19. As the nature of COVID is continually changing, UMMC will add or remove products under the agreement as long as adequate funds are available. The term of the agreement remains one (1) year, from March 19, 2020, through March 18, 2021. The cost of the amended agreement is \$3,227,804. The cost of the original agreement was \$602,360.80. UMMC expected to utilize the entire quantity of items under the agreement by July 2020. At the time of the original agreement, UMMC expected to enter into a new agreement for additional purchases once it has utilized the entire quantity of items under this agreement. Instead of entering into a new agreement, UMMC and Abbott have agreed to adjust the quantities of the current agreement to allow for more purchases. The contract will be funded by hospital patient revenue. The amended agreement was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.

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- r. **UMMC** – UMMC is currently contracted with Baxter Healthcare Corporation (Baxter) for the purchase of 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 on a continual basis, for an extended period of time. The path of the COVID19 virus affects the kidneys, which greatly increases the demand for Continuous Renal Replacement Therapy (CRRT). Due to the increased usage rates for CRRT and related disposables, UMMC purchased supplies in excess of the amount originally approved by the Board. The total amount spent under the agreement during the term was \$909,976.17. This is a notice of additional funding. The term of the agreement was five (5) years, from July 10, 2015, through July 9, 2020. The agreement was replaced by a new agreement effective July 1, 2020. The original total estimated cost of the agreement was \$887,486.25. Due to the increased usage rates for CRRT and the related disposables, UMMC purchased supplies in excess of the amount originally approved by the Board. The total amount spent under the agreement during the term was \$909,976.17. The contract was funded by hospital patient revenue. This agreement is not being amended; the agreement in its current form was recommended for approval by the Attorney General's Office and subsequently approved by the IHL. The agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and found the same to be acceptable.
- s. **UMMC** – UMMC is currently contracted Atlas MedStaff (Atlas) for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. On August 11, 2020, UMMC entered an amendment to add additional positions and rates for staffing in response to the staffing shortages caused by the COVID-19 pandemic. COVID-19 has impacted staffing and UMMC's ability to retain staff in certain positions. Additionally, a number of hospitals nationwide are paying premium rates to attract nurses during this national emergency/pandemic and government unemployment incentives are competing with UMMC's pay structure for nurse and surgical technician positions as well as ancillary staff such as Licensed Practical Nurses (LPN) and Certified Nursing Assistants (CNA). Due to these factors, UMMC amended the agreement to provide additional options during these extenuating circumstances to meet the healthcare needs of UMMC's patients. The term of the amended Agreement remains two (2) years, from July 1, 2019, through June 30, 2021. The amendment does not change the term of the Agreement. The total cost of amended agreement remains unchanged at \$9,877,840. Fees are based upon hourly rates for the nurses and technicians. This agreement will be funded by hospital patient revenue. This agreement is being amended to update the exhibits; the primary language of the agreement in its current form was recommended for approval by the Attorney General's Office and subsequently approved by the IHL in June 2019. UMMC's Office of General Counsel reviewed the amended agreement and updated exhibits for compliance with applicable law and found the same to be acceptable.

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- t. **UMMC** – UMMC is currently contracted with Medical Solutions, L.L.C. for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. On August 12, 2020, UMMC entered an amendment to add additional positions and rates for staffing in response to the staffing shortages caused by the COVID-19 pandemic. COVID-19 has impacted staffing and UMMC’s ability to retain staff in certain positions. Additionally, a number of hospitals nationwide are paying premium rates to attract nurses during this national emergency/pandemic and government unemployment incentives are competing with UMMC’s pay structure for nurse and surgical technician positions as well as ancillary staff such as Licensed Practical Nurses (LPN) and Certified Nursing Assistants (CNA). Due to these factors, UMMC amended the agreement to provide additional options during these extenuating circumstances to meet the healthcare needs of UMMC’s patients. The term of the amended Agreement remains two (2) years, from July 1, 2019, through June 30, 2021. The amendment does not change the term of the Agreement. The total cost of amended agreement remains unchanged at \$9,877,840. Fees are based upon hourly rates for the nurses and technicians. This agreement will be funded by hospital patient revenue. This agreement is being amended to update the exhibits; the primary language of the agreement in its current form was recommended for approval by the Attorney General's Office and subsequently approved by the IHL in June 2019. UMMC’s Office of General Counsel reviewed the amended agreement and updated exhibits for compliance with applicable law and found the same to be acceptable.
- u. **UMMC** – UMMC is currently contracted with Cross Country Staffing, Inc. (Cross Country) for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. On August 12, 2020, UMMC entered an amendment to add additional positions and rates for staffing in response to the staffing shortages caused by the COVID-19 pandemic. COVID-19 has impacted staffing and UMMC’s ability to retain staff in certain positions. Additionally, a number of hospitals nationwide are paying premium rates to attract nurses during this national emergency/pandemic and government unemployment incentives are competing with UMMC’s pay structure for nurse and technician positions. Due to these factors, UMMC amended the agreement to add the ability for UMMC to add additional positions to the agreement at the current rate categories, and to include an additional rate tier (Critical Rate 3), both of these changes are to allow additional flexibility during these extenuating circumstances to meet the healthcare needs of UMMC’s patients. The term of the amended Agreement remains two (2) years, from July 1, 2019, through June 30, 2021. The third amendment does not change the term of the Agreement. The total cost of amended agreement remains unchanged at \$9,877,840. Fees are based upon hourly rates for the nurses and technicians. This agreement will be funded by hospital patient revenue. This agreement is being amended to update the exhibits; the primary language of the agreement in its current form was recommended for approval by the Attorney General's Office and subsequently approved by the IHL in June 2019. A previous amendment to the agreement was subsequently

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approved by IHL in May 2020. UMMC's Office of General Counsel also finds the amended agreement and updated exhibits acceptable.

- v. **UMMC** – UMMC is currently contracted with Aureus Nursing LLC (Aureus) for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. On August 28, 2020, UMMC entered an amendment to add additional positions and rates for staffing in response to the staffing shortages caused by the COVID-19 pandemic and extend the term of the agreement by five (5) months. COVID-19 has impacted staffing and UMMC's ability to retain staff in certain positions. Additionally, a number of hospitals nationwide are paying premium rates to attract nurses during this national emergency/pandemic and government unemployment incentives are competing with UMMC's pay structure for nurse and surgical technician positions as well as ancillary staff such as Licensed Practical Nurses (LPN) and Certified Nursing Assistants (CNA). Due to these factors, UMMC amended the agreement to provide additional options during these extenuating circumstances to meet the healthcare needs of UMMC's patients. The term of the amended agreement is two (2) years and five (5) months, from February 1, 2019, through June 30, 2021. The original agreement was for a term of two (2) years, beginning February 1, 2019. The amendment extends the term for an additional five (5) months through June 30, 2021. The total amended cost of the agreement over the extended term is \$3,097,232. The total cost of the existing agreement was \$1,701,652. The amendment will add an additional \$1,395,580. Fees are based upon hourly rates for the nurses and technicians. This agreement will be funded by hospital patient revenue. This agreement is being amended to update the exhibits; the primary language of the agreement in its current form was recommended for approval by the Attorney General's Office and subsequently approved by IHL in January 2019. UMMC's Office of General Counsel reviewed the agreement and updated exhibits for compliance with applicable law and found the same to be acceptable.
- w. **UMMC** – On September 2, 2020, UMMC entered an agreement with Beckman Coulter, Inc. to purchase two (2) Biomek i7 Automated Workstations and associated accessories, installation, training, and one (1) year warranty. The equipment will automate the pipetting function required for testing COVID-19 samples, which currently is performed manually by UMMC staff. Automating this part of the process will allow staff to move on to other parts of the testing process and thereby improve testing turnaround time, as well as increase overall testing capacity. The term of the agreement is approximately one (1) year from the date of equipment installation. Installation is expected to be on or about November 6, 2020. The total cost of the agreement is \$612,447.53. The contract will be funded by hospital patient revenue. The agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and found the same to be acceptable.
- x. **UMMC** – On September 14, 2020, UMMC entered a Services Agreement with Warner Inc., d/b/a Service Master Commercial Cleaning of Jackson (Service Master) for environmental (housekeeping) services in COVID-19 areas only.

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Proper housekeeping is a critical component of preventing the spread of COVID-19. Service Master will perform environmental cleaning of patient rooms and common areas dedicated to COVID-19 patients and Patients Under Investigation for COVID-19 (PUI). The term of the agreement is one (1) year and two (2) weeks, from September 15, 2020, through September 30, 2021. The total estimated cost of the agreement is \$843,750 over the one (1) year and two (2) week term. UMMC will pay \$67,500 per month for the services provided by Service Master. This agreement will be funded by hospital patient revenue. The Agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and found the same to be acceptable.

- y. **UMMC** – On September 16, 2020, UMMC entered an agreement with Cardinal Health 200 LLC to purchase SARS-Cov-2 Becton Dickinson Veritor Rapid Detect Test kits used to perform rapid COVID-19 antigen testing in clinics and other areas, such as emergency rooms, where point of care testing (POCT) is needed. COVID-19 is a highly contagious and sometimes fatal respiratory illness. Currently, there is no vaccine or approved specific treatment available. These supplies will allow designated UMMC clinics to perform COVID-19 antigen testing in the clinic setting with results delivered within minutes. The term of the agreement is three (3) months and fifteen (15) days, from September 16, 2020, through December 31, 2020. The total estimated cost of the agreement is \$1,328,900. The contract will be funded by hospital patient revenue. The agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and found the same to be acceptable.
- z. **UMMC** – On September 24, 2020, UMMC entered an agreement with Beckman Coulter to purchase disposables required to perform COVID-19 testing on the Biomek i7 Automated Workstations. The equipment will automate the pipetting function required for testing COVID-19 samples, which currently is performed manually by UMMC staff. Automating this part of the process will allow staff to move on to other parts of the testing process and thereby improve testing turnaround time, as well as increase overall testing capacity. The term of the agreement is one (1) year, from September 24, 2020, through September 23, 2021. The total estimated cost of the agreement is \$1,556,340. The contract will be funded by hospital patient revenue. The agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and found the same to be acceptable.
- aa. **UMMC** – On September 28, 2020, UMMC entered a Letter Agreement (Agreement) with Cisco Systems, Inc for the end user license of its Digital Network Architecture (DNA) software operated on UMMC's networking equipment. The equipment will replace aging infrastructure in ambulatory clinic areas to allow for the demands of high definition video and audio needed to perform telehealth visits. The software and hardware are being purchased through Cisco's authorized reseller MoreDirect, Inc. d/b/a Connection. Additionally, UMMC will prepay the entire three (3) year license in advance. The term of the Agreement is thirty-six (36) months, from September 28, 2020, through

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September 27, 2023. The total cost of the Agreement is \$338,000.00, including the network equipment and end user licenses. This Agreement will be funded by grant funds. The Agreement was reviewed by UMMC's Office of General Counsel for compliance with applicable law and found the same to be acceptable.