MEETINGS SCHEDULE

Health Affairs Committee | March 17, 2021 3:00p | Board Office
IHL Board Meeting | March 18, 2021, 9:00a | Board Office

CALL TO ORDER

Trustee Ford Dye

INVOCATION

Trustee Shane Hooper

MINUTES

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2. MSU – Approval to Contract with Jones Walker, LLP as Outside Counsel.
3. MSU – Approval to Modify Contract with Ware|Immigration as Outside Counsel.
4. USM – Approval to Amend a Contract with Butler Snow LLP as Outside Counsel.
5. MVSU – Approval of Proposed Affiliation Agreement with the MVSU James H. White Foundation.

PERSONNEL
1. Change of Status (USM).
2. Sabbatical (MSU, MUW, UM).

REGULAR AGENDAS

ACADEMIC AFFAIRS | Trustee Steven Cunningham
1. BLUE MOUNTAIN COLLEGE – Approval of Stage I Application Declaration of Intent/Need to Establish a New Professional Nursing Program.

FINANCE | Trustee Tom Duff
1. UMMC – Request for Approval to Enter into a Service Contract with HHS Environmental Services, LLC.
2. UMMC – Request for Approval to Enter into a Services Agreement with Healthier Mississippi People, LLC.
3. UM – Request for Approval to Amend a Food Service Agreement with Aramark Educational Services, LLC.
4. UMMC – Request for Approval to Enter into a Purchase Agreement with Abbott Laboratories, Inc.
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6. UMMC – Request for Approval to Enter into a Service Agreement with OEC Medical Systems, Inc. a GE Healthcare Company.
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REAL ESTATE | Trustee Chip Morgan
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Bureau of Building Project
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ADJOURNMENT
BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session via Zoom, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on January 6, 2021, to each and every member of said Board said date being at least five days prior to this February 18, 2021 meeting. At the above-named place there were present the following members to wit: Dr. Steven Cunningham, Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. J. Walt Starr. The meeting was called to order by Dr. Ford Dye, President, with Trustee Lamar providing the invocation.

Due to recommendations from the Mississippi State Department of Health for social distancing due to COVID-19 and the winter weather conditions, 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. This was a regular monthly meeting of the Board.

2021 VIRTUAL DIVERSITY AND INCLUSION AWARDS CEREMONY

President Ford Dye welcomed everyone to the Board of Trustees’ 2021 Virtual Diversity & Inclusion Awards Ceremony, held in observance of Black History Month to celebrate the efforts our universities devote throughout the year to ensure our campuses are welcoming, inclusive places for all. One individual from each institution has been chosen by their respective institution for the impact they have made in advancing diversity on their campuses, in their communities and the state. In addition, a community leader who has greatly impacted our state and its citizens is awarded the Karen Cummins Community Service Award.

Trustee Shane Hooper, Chair of the Diversity Committee, thanked the members of the committee for their time and effort. The Committee members are Mrs. Jeanne Luckey, Dr. Steven Cunningham, and Mr. Chip Morgan. Trustee Hooper recognized the universities’ Chief Diversity Officers for their hard work throughout the year.

Trustee Hooper congratulated all the nominees and thanked them for their significant contribution to the positive advancement of diversity on his or her campus and in the community. Each nominee will be presented with a plaque for serving as role models and strong advocates for the advancement of diversity at their respective universities. The nominees were as follows:

- Dr. Jeremiah K. Billa, Alcorn State University
- Dr. Tomeka Harbin, Delta State University
- Dr. Timothy Turner, Jackson State University
- Dr. Qiana M. Cutts, Mississippi State University
- Dr. Derris D. Burnett, Mississippi State University, Division of Agriculture, Forestry and Veterinary Medicine
- Dr. Ghanshyam Heda, Mississippi University for Women
Trustee Hooper announced Dr. Arthur E. Doctor, Director of Fraternity and Sorority Life at the University of Mississippi, as the 2021 Diversity Educator of the Year as chosen by the IHL Board of Trustees’ Diversity Committee. Trustee Hooper then bestowed the Karen Cummins Community Service Award to The Honorable Philip Gunn, Speaker of the Mississippi House of Representatives. Dr. Doctor and Speaker Gunn will each receive a resolution and plaque commemorating these awards. A copy of each resolution is included in the February 18, 2021 Board Working File.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Lamar, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on January 21, 2021.

CONSENT AGENDAS

At the request of Trustee Duff, item #10 the UMMC agreement with Stericycle, Inc. on the Finance Consent Agenda was removed from the agenda. On motion by Trustee Duff, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

ACADEMIC AFFAIRS

1. SYSTEM – Approved the following new academic degree programs.
   a. MSU – Master of Fine Arts (MFA) in Historic Preservation
      CIP code: 30.1201
      Total credit hours: 60
      Effective date: August 2021
   b. UM – Master of Science (MS) in Sport Analytics
      CIP code: 30.7101
      Total credit hours: 30
      Effective date: August 2021

2. SYSTEM – Approved modifications to existing academic degree programs as follows.
   Rename
   a. USM – From Master of Science (MS) in Sport Coaching Education to Master of Science (MS) in Coaching and Sport Performance. Current CIP Code, Sequence: 13.1314, 4531
Modify

Rename and Modify
d. MSU – From Bachelor of Science (BS) in Environmental Economics and Management to Bachelor of Science (BS) in Environmental Economics and Sustainability. Current CIP Code, Sequence: 01.0103, 5761. Proposed CIP Code: 03.0204.

Delete (Institutional Requests)
e. USM - Bachelor of Arts (BA) in Education of the Deaf. CIP Code, Sequence: 13.1003, 5555.
f. USM – Bachelor of Science (BS) in Education of the Deaf. CIP Code, Sequence: 13.1003, 5556.

Delete (System Process)
g. ASU – Bachelor of Science (BS) in Sports Medicine. CIP Code, Sequence: 51.0913, 5793.
h. JSU – Master of Arts in Teaching (MAT) in English. CIP Code, Sequence: 23.0101, 4052.
i. MUW – Bachelor of Arts (BA) in General Studies. CIP Code, Sequence: 24.0101, 5836.
j. MUW – Bachelor of Arts (BA) in Public Safety Administration. CIP Code, Sequence: 44.0401, 5815.
k. MUW – Bachelor of Arts (BA) in Social Sciences. CIP Code, Sequence: 45.0101, 5335.
l. MUW – Bachelor of Fine Arts (BFA) in Art Education. CIP Code, Sequence: 13.1302, 5706.
m. MUW – Bachelor of Science (BS) in General Studies. CIP Code, Sequence: 24.0101, 5812.
n. MUW – Bachelor of Science (BS) in Public Safety Administration. CIP Code, Sequence: 44.0401, 5816.
o. MUW – Bachelor of Science (BS) in Social Sciences. CIP Code, Sequence: 45.0101, 5336.
q. USM – Bachelor of Arts (BA) in Religion. CIP Code, Sequence: 38.0201, 5787.
r. USM – Bachelor of Science (BS) in Business Technology Education. CIP Code, Sequence: 13.1303, 5561.
s. USM – Bachelor of Science (BS) in Hotel, Restaurant, and Tourism Management. CIP Code, Sequence: 54.0904, 5537.
t. USM – Bachelor of Science (BS) in Instructional Technology. CIP Code, Sequence: 52.0201, 5533.

u. USM – Bachelor of Science (BS) in Technical and Occupational Education. CIP Code, Sequence: 13.1309, 5564.

v. USM – Master of Arts (MA) in Philosophy. CIP Code, Sequence: 38.0101, 4377

w. USM – Master of Science (MS) in Forensics. CIP Code, Sequence: 43.0106, 4516

x. USM – Master of Science (MS) in Interscholastic Athletic Administration. CIP Code, Sequence: 31.0504, 4532.

y. USM – Master of Science (MS) in Recreation and Leisure. CIP Code, Sequence: 31.0101, 4535.


FINANCE

3. MSU – Approved the request to amend the athletic concession services contract with Proof of the Pudding by MGR, Inc. to adjust the minimum required cyber liability insurance from $15,000,000 to $2,000,000. The initial contract term began on July 1, 2020, and ends on June 30, 2025, with the option to renew for five additional years. The proposed contract amendment does not change the term of the contract. This is a revenue generating agreement based on a management fee/net profit sharing structure. The proposed amendment will result in additional revenue to MSU of approximately $30,000 annually. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

4. UMMC – Approved the request to enter Amendment 1 to the Master Agreement with Computer Task Group, Incorporated (CTG). Amendment 1 will extend the term of the agreement for two (2) years and add language related to insurance, indemnification, and information security. The purpose of the Master Agreement is for augmentation of information technology (IT) staffing, to be utilized on an as-needed basis. UMMC utilizes staff augmentation for work on Epic related projects, such as Community Connect, any potential Epic upgrades, and various other Epic resource needs. The term of the Amendment is two (2) years, extending the expiration date of the agreement to February 28, 2023. The total term of the amended agreement is five (5) years, from March 1, 2018, through February 28, 2023. The estimated cost of Amendment 1 is $398,000. The total cost of the amended agreement is $1,148,000. Fees are based upon hourly rates for the various levels of staff that may be utilized. The agreement will be funded through patient revenue for work performed for UMMC, but for work performed for Epic Community Connect clients, the cost will be reimbursed to UMMC by the client. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

5. UMMC – Approved the request to enter a subscription agreement with McGraw-Hill Global Education, LLC (McGraw) for access to electronic resources including textbooks, videos, and more on the McGraw-Hill Global Education online platforms. The Board also
5.

It was noted by UMMC that the Master Agreement with Nuance Communication, Inc. (Nuance) to provide the PowerScribe 3360 (PS360) radiological dictation and PowerConnect actionable findings system. This system provides front end speech recognition and dictation, critical results alerts, and workflow software used by UMMC’s Department of Radiology. The term of the Agreement is five (5) years, from March 1, 2021, through February 28, 2026. The total estimated cost of the contract over the five (5) year term is $1,844,665. UMMC has included an additional five (5%) percent for any potential volume overages. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

7.

UMMC – Approved the request to continue the term of the current Subscription Software License and Services Agreement and subsequent work order with Saba Software Inc. f/k/a Halogen Software Inc. (Halogen). The agreement allows UMMC to conduct employee performance assessments to remain in compliance with healthcare regulators and best practice. The Board originally approved this agreement on March 17, 2016, with a contract term that aligned with the term approved by the MS Department of Information Technology Services (ITS), which was four (4) years and eight (8) months, from June 28, 2016, through February 28, 2021. However, the term as stated in the agreement was actually June 28, 2016, through June 27, 2021. UMMC has received approval from ITS extending the dates for UMMC’s use of the subscription software. The Board approved extending the agreement through the expiration date of June 27, 2021. The total term of the agreement is five (5) years, from June 28, 2016, through June 27, 2021. The total cost of the agreement remains $655,840. This agreement will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

8.

UMMC – Approved the request to amend the Consulting Services Agreement with Sellers Dorsey & Associates, LLC (Sellers Dorsey) to extend the term of the agreement, update the insurance and indemnification language, and add information security language. The purpose of the agreement is to develop and assist with the implementation of a Medicaid
Managed Care Physician Supplemental Payment Program for the State of Mississippi. This Payment Program allows UMMC to maximize federal Medicaid payments for physician payments occurring through Medicaid Managed Care. Under the agreement, Sellers Dorsey designs the Payment Program, assists in obtaining federal approval for the program, and aids in implementing the program by targeting physician practices affiliated with UMMC. The term of the amended agreement is four (4) years and four (4) months, from March 1, 2018, through June 30, 2022. The original agreement was for a term of three (3) years beginning March 1, 2018. The amendment extends the term for an additional one (1) year and four (4) months through June 30, 2022. The total cost of the agreement remains unchanged at $3,834,414. Under the agreement, UMMC will pay Sellers Dorsey a contingency fee of 4.75% of the new federal funds generated for UMMC from participation in the Medicaid Managed Care Physician Supplemental Payment Program, as well as travel expenses. UMMC anticipates an additional $26,655,535 in reimbursement under the program, which will require a contingency fee of $3,798,414. UMMC has anticipated up to $36,000 in travel under the agreement. The estimated total cost remains the same over the extended term due to the delayed federal approval of the program. The agreement will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

9. **UMMC** – Approved the request to amend the Skytron Asset Manager Service Level Agreement with Skytron, LLC (Skytron) and to amend the End User License Agreement with Centrak, Inc. (CenTrak) for the asset tracking system in use by UMMC (System). The amendments will allow UMMC to purchase additional asset tracking tags, increase the number of software licenses, and extend the services under the current agreement to cover the additional purchases. Both amendments also add provisions regarding indemnification, insurance, and information security. The additional items will expand the current asset tracking system into UMMC’s new Children’s expansion. The System tracks UMMC’s movable equipment throughout UMMC’s facilities, allowing UMMC to locate equipment for maintenance, deterring the removal of equipment from the facility(ies), and allowing equipment to be easily located in storage areas when a patient care unit is in need of specific equipment. The amendments do not change the term of the agreements. The term of the existing agreements are five (5) years, from September 1, 2016, through August 31, 2021. The total estimated cost of the amended Skytron Asset Manager Service Level Agreement over the five (5) year term is $2,800,000. The cost of the original agreement was $2,713,621.54; the amendment will add an additional $86,378.46 for the remainder of the agreement. There is no cost for the CenTrak End User License Agreement; license costs are included in the hardware and services purchases through Skytron. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of a twenty-five (25%) deposit in the amount of $8,851.50 for the additional hardware to be purchased. The cost of this agreement will be funded through patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
10. **UMMC** – Request to enter a Master Service Agreement with Stericycle, Inc. (Stericycle) for the removal of hazardous and nonhazardous pharmaceutical waste from certain UMMC locations. The agreement provides appropriate disposal of pharmaceutical waste as governed by the Environmental Protection Agency (EPA), federal, and state regulations. In addition, UMMC requests approval to add and/or remove locations specified in the Agreement as needed without seeking prior Board approval as long as it does not increase the approved expenditure level. The term of the agreement is three (3) years, from March 1, 2021, through February 29, 2024. The estimated cost of the agreement over three (3) years is $575,000. UMMC has included a twenty percent (20%) annual increase to allow for potential price increases and waste disposal volume changes. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. *(THIS ITEM WAS REMOVED FROM THE AGENDA.)*

11. **UMMC** – Approved the request to enter a Standard Staffing Services Agreement with TEKsystems, Inc. (TEKsystems) for augmentation of information technology (IT) staffing, to be utilized on an as-needed basis. UMMC utilizes staff augmentation for work on Epic related projects, such as Community Connect, technical and network assistance, and various other IT resource needs. The term of the agreement is five (5) years, from March 1, 2021, through February 28, 2026. The total estimated cost of the agreement over the five (5) year term is $3,750,000. Fees are based upon hourly rates for the various levels of staff that may be utilized. This agreement will be funded through patient revenue for work performed for UMMC, but for work performed for Epic Community Connect clients, the cost will be reimbursed to UMMC by the client. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

12. **UMMC** – Approved the request to enter an Amendment to the Master Client Services Agreement with Vaco LLC d/b/a Pivot Point Consulting (Pivot Point). The Amendment will extend the term of the agreement two (2) additional years and add language regarding insurance, indemnification, and information security. The purpose of the agreement is for augmentation of information technology (IT) staffing, to be utilized on an as-needed basis. UMMC utilizes staff augmentation for work on Epic related projects, such as Community Connect, any potential Epic upgrades, and various other Epic resource needs. The term of the Amendment is two (2) years, extending the expiration date of the agreement to February 28, 2023. The total term of the amended agreement is five (5) years, from March 1, 2018, through February 28, 2023. The estimated cost of Amendment #1 is $398,000. The total cost of the amended agreement is $1,148,000. Fees are based upon hourly rates for the various levels of staff that may be utilized. The agreement will be funded through patient revenue for work performed for UMMC, but for work performed for Epic Community Connect clients, the cost will be reimbursed to UMMC by the client. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
REAL ESTATE

13. **DSU** – Approved the initiation GS 102-271, Nursing School Expansion and Renovation, and the appointment of Eley Guild Hardy Architects as the design professional. This project will increase total square feet of the building by 11,000 square feet and renovate the existing classroom space. This request is for the design phase and payment of professional fees only in the amount of $125,000. The estimated cost of the entire project is $7,000,000. Funds are available from SB 3065, Laws of 2019 ($125,000).

14. **DSU** – Approved the initiation of GS 102-272, Residence Hall Renovations (Lawler-Harkins), and the appointment of Burris/Wagnon Architects as the design professional. The project will update and modernize the university’s residence hall with the intent of increasing the number of students staying in residence halls on the DSU campus. The renovation will include replacing floors, ceiling, old duct work and mechanical controls and painting the entire facilities and other repair work. The proposed project budget is $3,241,188. Funds are available from SB 3065, Laws of 2019 ($241,188) and HB 1730, Laws of 2020 ($3,000,000).

15. **DSU** – Approved the initiation of GS 102-276, Residence Hall Renovations (Cain-Tatum, Fugler-Hammet, and Brumby Castle), and the appointment of Burris/Wagnon Architects as the design professional. The renovation will include replacing floors, ceiling, old duct work and mechanical controls and painting the entire facilities and other repair work. The proposed project budget is $1,521,926. Funds are available from SB 3065, Laws of 2019 ($1,591,926).

16. **MSU** – Approved the initiation of IHL 413-003, Dorman Hall Renovation, and the appointment of JH&H Architects as the design professional. This is the pre-planning phase of the project and MSU will return to the Board of Trustees with a budget increase once pre-planning is complete and a more accurate cost estimate is established. This project will provide HVAC renovations and ADA improvements to Dorman Hall. The renovation will consist of interior spaces and exterior surfaces. The proposed project budget is $400,000. Funds are available from HB 1730, Laws of 2020 ($400,000).

17. **MSU** – Approved the request to delete from inventory Buildings #1685 and #1702 which are greenhouses located on the main campus. The buildings are in poor condition and no longer needed. Building #1685 was constructed in 1974 and Building #1702 was constructed in 1999. The buildings will be replaced by modern facilities. The demolition is part of IHL #413-002, Forest & Wildlife Facilities. The approval letter has been received from the Mississippi Department of Archives and History stating Buildings #1685 and #1702 are not eligible for designation as a Mississippi Landmark. All legal documentation is on file in the IHL Office of Real Estate and Facilities.

18. **USM** – Approved the request to delete from inventory Building #992 which is located at 106 Beach Park Place on the Gulf Park campus. The building has been vacant and is in a state of disrepair, especially after Hurricane Zeta. The remaining lot will be utilized for parking or future growth. The approval letter has been received from the Mississippi Department of Archives and History stating Building #992 is not eligible for designation as a Mississippi Landmark. All legal documentation is on file in the IHL Office of Real Estate and Facilities.
LEGAL

19. UM – Pending approval by the Attorney General, the Board approved the request to amend its existing legal services agreement with the law firm of Butler Snow LLP, which provides legal services in the areas of intellectual property (including patent prosecution), commercial matters, construction, taxation, and regulatory matters. Under the parties’ existing legal services agreement, the total expenditures for FY 2021 may not exceed $100,000. The amendment will increase the allowable expenditures for FY 2021 by an additional $110,000, for a total of $210,000 in allowable expenditures for FY 2021. This increase is necessary because the research, analysis, and resolution of potential regulatory matters regarding the permissibility of distance learning in more than thirty countries required additional attorney work product and legal advice from Butler Snow than the parties could have either known or reasonably anticipated when they first executed their legal services agreement for FY 2021. Butler Snow’s additional legal services were necessary and essential to ensure that the University complied with all applicable laws and regulations while it sought to maintain continuity of instruction for its international students in the wake of the COVID-19 pandemic. All other remaining provisions of the parties’ current legal services agreement remain the same. Specifically, the term of the agreement remains July 1, 2020 through June 30, 2021, with a blended hourly rate of $295.00 per hour for all attorneys and $95.00 per hour for all legal assistants. Butler Snow will also provide legal advice and counsel on international, regulatory and compliance matters regarding distance learning for a flat fee of $1,500 per foreign jurisdiction plus reasonable expenses. Butler Snow carries professional liability insurance coverage in the amount of $50 million per claim with an annual aggregate of $100 million.

PERSONNEL REPORT

20. Change of Status

Jackson State University

- Millard Bingham; from Interim Associate Dean and Associate Professor with tenure; salary $100,319 per annum, pro rata; E&G Funds; 12-month contract; to Interim Dean and Associate Professor with tenure; salary $120,000 per annum, pro rata; E&G Funds; 12-month contract; effective January 4, 2021
- Alisa Mosley; from Interim Provost/Vice President for Division of Academic Affairs; salary $200,000 per annum, pro-rata; E&G Funds; 12-month contract; to Provost and Senior Vice President for Division of Academic Affairs; salary $200,000 per annum, pro-rata; E&G Funds;12-month contract; effective December 1, 2020
- Debra Mays-Jackson; from Chief of Staff/Vice President for Office of the President; salary $225,000 per annum, pro-rata; E&G Funds; 12-month contract; to Vice President for Enrollment Management and Student Affairs for Division of Enrollment Management and Student Affairs; salary $200,000 per annum, pro-rata; E&G Funds; 12-month contract; effective January 11, 2021
Roosevelt Shelton; from Interim Dean of the College of Education and Human Development; salary $144,900 per annum, pro rata; E&G Funds; 12-month contract; to Special Assistant for Strategic Initiatives; salary $144,900 per annum, pro rata; E&G Funds; 12-month contract; effective January 4, 2021

Mississippi State University
Julie Jordan; from Interim Vice President for Research & Economic Development; salary $227,325 per annum, pro rata; E&G and Designated Funds; 12-month contract; to Vice President for Research & Economic Development; salary $300,000 per annum, pro rata; E&G and Designated Funds; 12-month contract; effective December 8, 2020

21. **Sabbatical**
University of Mississippi
FROM: Robert Holt, Professor of Geology and Geological Engineering; from salary $104,150 per annum, pro rata; E&G Funds; 9-month contract; to salary $52,075 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020 and January 19, 2021 to May 8, 2021; professional development
[Originally approved by IHL Board February 20, 2020]
CORRECTED: Robert Holt; Professor of Geology and Geological Engineering; from salary $104,150 per annum, pro rata; E&G Funds; 9-month contract; to salary $52,075 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020 and August 19, 2021 – December 31, 2021; professional development

ADMINISTRATION/POLICY
22. **MSU** – Approved the request to bestow one honorary degree its Spring 2021 commencement ceremonies. Supporting documents are on file at the Board Office.

REGULAR AGENDAS

ACADEMIC AFFAIRS
Presented by Trustee Steven Cunningham, Chair

On motion by Trustee McNair, seconded by Trustee Cunningham, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda.
1. **SYSTEM** – Approved the proposed amendment to Board Policy 602 Freshman Admission Requirements for University System Institutions Subsection A. High School Course Requirements Beginning with Students Entering in Fall 2022 for final approval and waived the requirement for a second reading of this revision as required by Board Policy 201.0302 Procedures for Changing Board Policies and Adopting New Policies. *(See Exhibit 1.)*
LEGAL AGENDA
Presented by Trustee Ann Lamar, Chair

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

1. UMMC – Settlement of Tort Claim No. 3249. (THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)

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

1. SYSTEM – Election of Vice President of the Board of Trustees for the Term Beginning May 8, 2021. President Dye opened the floor for nominations for the office of Vice President of the Board. Vice President Walt Starr nominated Trustee Tom Duff for the position. There being no further nominations, the nominations were closed.

On motion by Trustee McNair, seconded by Trustee Cunningham, all Trustees legally present and participating voted in the affirmative, therefore, it was

RESOLVED, that Trustee Tom Duff was elected Vice President of the Board beginning May 8, 2021.

INFORMATION AGENDAS
Presented by Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS
Presented by Commissioner Alfred Rankins, Jr.

1. SYSTEM – Intent to Offer Certificate Programs
   a. MSU – Program title: Aeronautical Meteorology Forecaster Certificate
      Responsible academic unit: Department of Geosciences
      Level: post-baccalaureate
      Total credit hours: 33
      CIP code: 40.0402
      Effective date: January 2021
   b. MSU – Program title: Broadcast and Operational Meteorology Certificate
      Responsible academic unit: Department of Geosciences
      Level: post-baccalaureate
      Total credit hours: 52
      CIP code: 40.0404
      Effective date: January 2021
   c. MSU – Program title: Historic Preservation Certificate
      Responsible academic unit: College of Architecture Art and Design
      Level: pre-baccalaureate
d. **MSU** – Program title: Meat Science Certificate
   Responsible academic unit: Department of Animal and Dairy Sciences
   Level: post-baccalaureate
   Total credit hours: 24
   CIP code: 30.1901
   Effective date: January 2021

e. **MSU** – Program title: TESOL Certificate (Graduate)
   Responsible academic unit: Department of English
   Level: post-master’s
   Total credit hours: 15
   CIP code: 13.1401
   Effective date: May 2020

f. **MSU** – Program title: TESOL Certificate (Undergraduate)
   Responsible academic unit: Department of English
   Level: post-baccalaureate
   Total credit hours: 15
   CIP code: 13.1401
   Effective date: May 2020

g. **MSU** – Program title: Veterans’ Certificate (Graduate)
   Responsible academic unit: Department of Instructional Systems and Workforce Development
   Level: post-master’s
   Total credit hours: 12
   CIP code: 13.1502
   Effective date: January 2021

h. **MSU** – Program title: Veterans’ Certificate (Undergraduate)
   Responsible academic unit: Department of Instructional Systems and Workforce Development
   Level: post-baccalaureate
   Total credit hours: 12
   CIP code: 13.1502
   Effective date: January 2021

i. **MSU** – Program title: Vision Specialist in Vocational Rehabilitation Certificate
   Responsible academic unit: Department of Counseling, Educational Psychology, and Foundations
   Level: post-baccalaureate
   Total credit hours: 12
   CIP code: 13.1101
   Effective date: January 2021
FINANCE

2. UMMC – The Mississippi Department of Information Technology Services, as contracting agent for UMMC, entered into Amendment Number 2 to the Software as a Service Agreement with Cover Me Services, Inc. f/k/a/ AutoGov (CoverMe) to extend the term of the current agreement for the CoverMe and RetroCheck applications. These applications allow UMMC to screen self-pay patients for financial assistance, charitable or other assistance programs, such as Presumptive Medicaid eligibility. The term of Amendment 2 is three years, from January 1, 2021, through December 31, 2023. The total term of the amended agreement is six (6) years, from December 28, 2017, through December 31, 2023. The total cost of the amended agreement is $2,995,638. The cost of Amendment Number 2 is $1,659,888.

3. UMMC – The Mississippi Department of Information Technology Services, as contracting agent for UMMC, entered into Amendment 2 to the existing Master Services Agreement with HealthStream, Inc. (HealthStream) to extend the term of the agreement and use of the learning management system and the American Red Cross Resuscitation Suite. The term of the amendment is thirty-four (34) months. The total term of the Master Services agreement is six (6) years, ending December 31, 2023. The cost of this amendment is $497,230.36. The total cost of the agreement is $1,429,596.36.

4. UMMC – The Mississippi Department of Information Technology Services, as contracting agent for UMMC, entered into Amendment Number 4 to the Consolidated Master Agreement with International Business Machines Corporation f/k/a Truven Health Analytics, LLC, an International Business Machines Corporation Company (IBM) to extend the term of the current agreement for patient education content and hosting services. The agreement provides patient education materials that are integrated into Epic, UMMC’s electronic health record, and disseminated to patients related to procedures, treatments, diagnosis, etc. The term of Amendment 4 is six (6) months, from November 1, 2020, through April 30, 2021. The total term of the amended agreement is seventy-eight (78) months, from November 1, 2014, through April 30, 2021. The total cost of the amended agreement is $435,937.40. The cost of Amendment Number 4 is $37,958.04.

5. UMMC – The Mississippi Department of Information Technology Services, as contracting agent for UMMC, entered into an Assignment of the Master Services Agreement with Sierra-Cedar, Inc. (Sierra Cedar), UMMC’s implementation partner for the Workday ERP software, and Accenture, LLP (Accenture) due to its acquisition of Sierra Cedar. This will assign all rights and obligations under the agreement from Sierra-Cedar, Inc. to Accenture, LLP. The Assignment became effective November 25, 2020 and will end coterminous with the current agreement on January 31, 2023. There is no cost for the Assignment. The total cost of the agreement remains $16,829,598.

REAL ESTATE

6. SYSTEM – The Board received the Real Estate items that were approved by the Board staff subsequent to the January 21, 2021 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 2.)
LEGAL
7. SYSTEM – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 3.)

ADMINISTRATION/POLICY
8. SYSTEM – The following items have been approved by the Commissioner on behalf of the Board and are available for review at the Board Office.
   a. ASU - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On January 8, 2021, Commissioner Alfred Rankins, Jr. approved the revisions to the Education and General Budget for Fiscal Year 2021. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.
   b. MSU – On January 13, 2021, Commissioner Alfred Rankins, Jr. approved Lease Agreement Addendum #6 between Mississippi State University and Houndstooth Commercial Properties, LLC for 2400 square feet of building space for use by the OSHA Consultation employees of MSU Industrial Health and Safety. The agreement was originally approved January 2013 and has been five times previously amended and extended. The current amendment extends the term of the agreement through January 31, 2022, with a $100 per month increase in cost for a total monthly rent of $3,100. The monthly payments continue to require prepayment. 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. UMMC – On January 29, 2021, Commissioner Alfred Rankins, Jr. approved the proposed Lease Agreement between the University of Mississippi Medical Center and Greenwood Leflore Airport for office space for use by the AirCare 4 air ambulance staff and ground space for the placement of a fuel tank. The term of this lease will be 2 years beginning February 1, 2021, at a cost of $2,043.34 per month for a total of $49,040.16 over the two-year term. Rent is payable at the beginning of each month as set out in the Lease Agreement. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.
   d. USM – On January 26, 2021, Commissioner Alfred Rankins, Jr. approved a Lease between the University of Southern Mississippi and Hattiesburg Computer Doctor, LLC for approximately 263 square feet of space within the R.C. Cook Union on USM’s campus. The term of the lease is one year beginning upon approval and full execution of the Lease Agreement with a one-year automatic renewal term unless sooner terminated or extended as otherwise provided by the agreement. Lessor will pay to the university monthly rent in the amount of $528.33. The IHL Associate
Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

e. **SYSTEM** – In accordance with Board Policy 401.0103 Salaries and Compensation, each institution is required to submit an annual report of the additional compensation paid to selected employees. Additional compensation includes any institutional pay outside of an employee’s regular contract rate. This could include additional pay for items such as teaching overloads, performing additional duties, athletic camp service, etc. On February 2, 2021, Commissioner Alfred Rankins, Jr. approved the FY 2020 Additional Compensation Report. The Executive Office financial staff has reviewed and approved the institutions’ submissions. A copy of the report will be maintained in the IHL Department of Finance and Administration for review.

9. **SYSTEM** – 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 was superseded and replaced by the waiver granted to all institutions approved on September 4, 2020.

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 temporary delegation are to be reported to the Board as information items. This waiver was superseded and replaced by the waiver granted to all institutions approved on November 19, 2020.

At its November 19, 2020 meeting, the IHL Board provided all institutions, through May 31, 2021, 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, 707.02 and 707.03) and Board Policy 905 Real Estate Management.
Management, when compliance with the Board 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 request is for a temporary period during the state of emergency caused by the COVID-19 pandemic, through May 31, 2021, for the health and well-being of students, employees, and guests on all IHL campuses and facilities. This waiver supersedes and replaces the waiver granted to the University of Mississippi Medical Center approved on March 19, 2020 and for all institutions approved on September 4, 2020. The previous waiver approved by the Board on September 4, 2020 expired December 31, 2020. The Board also delegated authority to the Commissioner, through May 31, 2021, to approve waivers on behalf of the Board of any other Board policy or practice requirements to enable the institutions to promptly and effectively deal with any issues related to the COVID-19 pandemic and to allow them to operate more efficiently during this public health crisis. All such contracts, leases, purchases, and other items that are within the parameters of this waiver and 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. **UMMC** – On March 19, 2020, UMMC entered an agreement with Abbott Laboratories, Inc. (Abbott) 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. These supplies allow UMMC’s Clinical Laboratory to test patients who are symptomatic and asymptomatic for COVID-19. On June 8, 2020, UMMC entered an amendment to add products to the list of items available for purchase and to include language that the quantities on the agreement are estimates only. On January 22, 2021, UMMC added additional funds to the agreement due to the increase in COVID-19 cases in Mississippi that resulted in higher testing rates than originally anticipated. Additionally, UMMC has contracted with various outside entities to perform COVID-19 testing, which also resulted in increased test kit usage over what UMMC utilizes in-house. The total estimated cost of the agreement is now $4,609,184. The term of the agreement remains one (1) year, from March 19, 2020, through March 18, 2021. The new estimated total cost of the one (1) year term is $4,609,184. 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 had utilized the entire quantity of items under this agreement. Instead of entering into a new agreement, UMMC and Abbott agreed to adjust the quantities of the original agreement to allow for more purchases, which increased the cost of the agreement to $3,227,804. This agreement is not currently being amended additional funds are merely being allocated. The original agreement with Abbott was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.

b. **UMMC** – UMMC is currently contracted with the American National Red Cross, Biomedical Services (ARC) as a secondary provider of blood, blood products and reference testing services for patient sample analysis. On July 6, 2020, UMMC’s
primary provider of blood services, Mississippi Blood Services, Inc. (MBS), notified UMMC that the turnaround time of lab testing services would be greatly delayed and orders would be held due to the COVID-19 pandemic. Consequently, UMMC moved the reference lab tests that MBS previously conducted to ARC in order to continue to provide uninterrupted patient care for UMMC patients requiring blood products. This change also necessitated an increase in specialty blood products provided by ARC, as the specialty blood products are prepared specifically for a patient based on their reference test results. To date, MBS’s turnaround time and ability to provide the lab testing services has not changed as the COVID-19 pandemic continues. Without utilizing ARC for the lab testing services and specialty blood products, UMMC would not be able to provide specialty blood products to many cancer and sickle cell patients. The increase in testing and specialty blood products provided by ARC will result in an increase of the anticipated spend under the ARC agreement. The one (1) year term of this agreement remains unchanged, from May 1, 2020, through April 30, 2021. The new estimated total cost of the one (1) year term is $4,900,004.50. The original estimated cost was $1,000,000. UMMC anticipates the need for an additional $3,900,004.50 for the remainder of the term. The agreement will be funded by hospital patient revenue. This agreement is not currently being amended additional funds are merely being allocated. The original agreement with Abbott was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.

c. **UMMC** – On September 24, 2020, UMMC entered into an agreement with Beckman Coulter (Beckman Coulter) to purchase disposables required to perform COVID-19 testing on the Biomek i7 Automated Workstations. When the equipment was received and installed at UMMC, Beckman Coulter realized it had inadvertently omitted some items from the original agreement that were required for use with the equipment. Thus, on November 25, 2020, UMMC amended its Agreement with Beckman Coulter to add additional disposable items to the Agreement. The Agreement is for the purchase of disposables required to perform COVID-19 testing on the Biomek i7 Automated Workstations. The equipment automates the pipetting function required for testing COVID-19 samples allowing staff to move on to other parts of the testing process, thereby improving testing turnaround time and increasing overall testing capacity. The amendment does not change the term of the agreement. The term of the amended Agreement remains one (1) year, from September 24, 2020, through September 23, 2021. The total cost of the amended Agreement is $1,573,986.00. The total projected cost of the original agreement was $1,556,340.00. The amendment will add an additional $17,646.00. The contract will be funded by hospital patient revenue. The amendment to the agreement with Beckman Coulter was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.
d. **UMMC** – On December 23, 2020, UMMC entered into an agreement with Cardinal Health 200 LLC (Cardinal) 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. These supplies will allow designated UMMC clinics to perform COVID-19 antigen testing in the clinic setting with results delivered within minutes. The antigen tests are faster than the molecular tests, thus the antigen tests are more practical to use point of care testing when results are needed quickly. Faster results that can be performed in the clinic is especially helpful during flu season and during the current surge in COVID-19 cases in Mississippi. In response to the continued COVID-19 pandemic, UMMC purchase these test kits in order to continue performing rapid testing for patients. The term of the agreement is one (1) year, from January 1, 2021, through December 31, 2021. The total estimated cost of the agreement is $3,986,700. The contract will be funded by hospital patient revenue. The proposal by Cardinal Health was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.

e. **UMMC** – On November 25, 2020, UMMC entered into an agreement with Cepheid US (Cepheid) 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. These supplies will allow UMMC’s Clinical Laboratory to test patients who are symptomatic and asymptomatic for COVID-19. This molecular test also checks for RSV-10 and Influenza. UMMC is utilizing laboratory testing across multiple platforms to perform tests at UMMC, in the event of equipment failures, supply chain interruptions, or staffing illness or vacancies. UMMC received notification from Cepheid on October 1, 2020, that the previous test kit was to be discontinued on October 31, 2020. UMMC was informed that the test kits were being replaced with a test kit that would test for SARS-CoV-2 as well as RSV-10 and Influenza. The term of the agreement is four (4) months and six (6) days from November 25, 2020, through March 31, 2021. The total estimated cost of the agreement is $327,080. The contract will be funded by hospital patient revenue. The quote from Cepheid US was reviewed by UMMC’s Office of General Counsel for compliance with applicable law and found the same to be acceptable.
this meeting were recorded by name in a rollcall. This was a regular monthly meeting of the 
Health Affairs Committee. The following items were discussed.

1. The Committee received an update on COVID-19 and discussed the Quality/Patient 
   Experience, the monthly financial summary and goal dashboard, and the operating and 
capital budget preview for FY 2022. **No action was taken.**

2. Executive Session
   On motion by Trustee Cunningham, with Trustees Hooper and Parker 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 McNair, seconded by Trustee Dye, with Trustees Hooper and Parker absent and 
not voting, all Committee members legally present and participating voted unanimously to 
enter Executive Session for the reason reported to the public and stated in these minutes, 
as follows:

   Discussion of the strategic business plans related to a public hospital.

   **During Executive Session, the following matters were discussed:**
   The Committee discussed the strategic business plans related to a public hospital. **No 
action was taken.**

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

3. On motion by Trustee McNair, seconded by Trustee Lamar, with Trustees Hooper and 
Parker 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. Steve Cunningham, 
Mr. Tom Duff, Dr. Ford Dye, Ms. Ann Lamar, Ms. Jeanne Luckey, Mr. Bruce Martin, Dr. Alfred 
McNair, Mr. Chip Morgan, and Mr. Gee Ogletree. Mr. Shane Hooper and Mr. Hal Parker were 
absent.

**ANNOUNCEMENTS**

- President Dye invited the university presidents to report on current activities on their 
campuses.
- President Dye announced the next meeting will be March 18, 2021 at the Board Office in 
Jackson, MS.

**EXECUTIVE SESSION**

On motion by Trustee Duff, all Trustees legally present and participating voted unanimously to 
close the meeting to determine whether to declare an Executive Session. On motion by Trustee 
Lamar, seconded by Trustee McNair, all Trustees legally present and participating voted 
unanimously to enter Executive Session for the reasons reported to the public and stated in these 
minutes, as follows:
Discussion of a litigation matter at the University of Mississippi Medical Center,
Discussion of a personnel matter at the University of Southern Mississippi, and
Discussion of a prospective litigation matter at the IHL Board Office.

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

On motion by Trustee McNair, seconded by Trustee Duff, all Trustees legally present and
participating voted unanimously to approve the settlement of Tort Claim No. 3249 styled as *Regina Luckett vs. the University of Mississippi Medical Center, et al.*, as recommended by counsel.

The Board discussed a personnel matter at the University of Southern Mississippi. **No action was taken.**

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

On motion by Trustee Lamar, seconded by Trustee Duff, all Trustees legally present and
participating voted unanimously to return to Open Session.

**ADJOURNMENT**

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

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

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

Exhibit 1  Proposed Amendment to Board Policy 602 Freshman Admission Requirements for University System Institutions Subsection A. High School Course Requirements Beginning with Students Entering in Fall 2022 for final approval.

Exhibit 2  Real Estate items that were approved by the IHL Board staff subsequent to the January 21, 2021 Board meeting.

Exhibit 3  Report of the payment of legal fees to outside counsel.
### FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS

The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning.

#### A. HIGH SCHOOL COURSE REQUIREMENTS BEGINNING WITH STUDENTS ENTERING IN FALL 2022

(College Preparatory Curriculum)

<table>
<thead>
<tr>
<th>Subject Area</th>
<th><strong>Required</strong>&lt;sup&gt;1&lt;/sup&gt; Carnegie Units and Content/Remarks</th>
<th><strong>Recommended</strong>&lt;sup&gt;2&lt;/sup&gt; Carnegie Units and Content/Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>4 Units must require substantial communications skills (i.e. reading, writing, listening, and speaking). Compensatory Reading and Compensatory Writing may not be included.</td>
<td>4 Units must require substantial communication skills (i.e. reading, writing, listening, and speaking). Compensatory Reading and Compensatory Writing may not be included.</td>
</tr>
<tr>
<td>Mathematics</td>
<td>4 • Algebra I or its equivalent</td>
<td>4 • Algebra I or its equivalent</td>
</tr>
<tr>
<td></td>
<td>• Math higher than Algebra I (2 units)</td>
<td>• Math higher than Algebra I (3 units)</td>
</tr>
<tr>
<td>Science</td>
<td>3 • Biology I or its equivalent</td>
<td>4 • Biology I or its equivalent</td>
</tr>
<tr>
<td></td>
<td>• Science higher than Biology I (2 units)</td>
<td>• Science higher than Biology I (3 units)</td>
</tr>
<tr>
<td>Social Studies</td>
<td>3½ Units must include integrated courses of social sciences and humanities promoting civic competence</td>
<td>4 Units must include integrated courses of social sciences and humanities promoting civic competence</td>
</tr>
<tr>
<td>Arts</td>
<td>1 Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</td>
<td>1 Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</td>
</tr>
</tbody>
</table>
### Subject Area

<table>
<thead>
<tr>
<th>Required Carnegie Units and Content/Remarks</th>
<th>Recommended Carnegie Units and Content/Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Advanced Electives</strong></td>
<td><strong>Option 1: Foreign Language I and Foreign Language II</strong>&lt;br&gt;<strong>Option 2: Foreign Language I and one unit from Option 3</strong>&lt;br&gt;(a)Option 3: (1) Any combination of advanced electives above the required Carnegie units in: (a) English, math, science, computer science as noted in the Mississippi Department of Education Secondary Course Manual and/or any (b) Advanced Placement (AP), Academic or Career and Technical Dual Credit (DC), International Baccalaureate (IB), or Advanced International Certificate of Education (AICE) course.&lt;br&gt;(2) Completion of any two-year Career and Technical course may count as one unit. Example: completion of both Health Sciences I &amp; II will count as an advanced elective.</td>
</tr>
</tbody>
</table>
### Subject Area

<table>
<thead>
<tr>
<th>Technology or Computer Science</th>
<th>Required Carnegie Units and Content/Remarks</th>
<th>Recommended Carnegie Units and Content/Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A technology course emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course. A computer science course emphasizes computational thinking to solve problems. Courses will involve the study of computers and algorithmic processes, including their principles, their hardware and software designs, their applications, and their impact on society and should include focus on one or more of the following core concepts: computing systems, networks and the internet, data and analysis, algorithms and programming, and impacts of computing. Course equivalent or additional advanced elective may be acceptable for non-Mississippi residents.</td>
<td></td>
</tr>
</tbody>
</table>

### Pre-High School Units

Courses taken prior to high school will be accepted for admission provided the course earns Carnegie credit and the content is the same as the high school course.

### Substitutions

Advanced Placement (AP), International Baccalaureate (IB), Academic or Career Technical Dual Credit (DC), and Advanced International Certificate of Education (AICE) courses may be substituted for each requirement in the College Preparatory Curriculum.

### Course Acceptance

A course may not be used to satisfy more than one requirement.

### Total Carnegie Units

| High school Carnegie units required for regular admission to an IHL institution |
| Recommended high school Carnegie units to enhance preparedness for college-level work |
| 18.5 | 20 |

---

1 High school Carnegie units **required for regular admission** to an IHL institution

2 Recommended high school Carnegie units to enhance preparedness for college-level work

The Required and Recommended College Preparatory Curricula (CPC) are approved by the IHL Board of Trustees. The Mississippi Department of Education maintains the MDE Secondary Course Manual with CPC Classifications. Refer to the Mississippi Department of Education Secondary Course Manual for the complete list of qualifying courses for advanced electives.

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**HIGH SCHOOL COURSE REQUIREMENTS THROUGH SUMMER 2022**

The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning.

#### The minimum REQUIRED CPC for full admission into a Mississippi public university is as follows:

- English: 4 Carnegie units
  - All must require substantial communication skills (i.e., reading, writing, listening, and speaking). Compensatory Reading and Writing may not be included.

#### The minimum RECOMMENDED CPC for full admission into a Mississippi public university is as follows:

- English: 4 Carnegie
  - All must require substantial communication skills (i.e., reading, writing, listening, and speaking). Compensatory Reading and Writing may not be included.
### The minimum **REQUIRED** CPC for full admission into a Mississippi public university is as follows:

<table>
<thead>
<tr>
<th>Mathematics: 3 Carnegie units</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Algebra I or its equivalent</td>
</tr>
<tr>
<td>• Math higher than Algebra I (2 units)</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<td>• Biology I or its equivalent</td>
</tr>
<tr>
<td>• Science higher than Biology I (2 units)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Social Studies: 3 Carnegie units</th>
</tr>
</thead>
<tbody>
<tr>
<td>• U.S. History</td>
</tr>
<tr>
<td>• World History</td>
</tr>
<tr>
<td>• U.S. Government (½ unit)</td>
</tr>
<tr>
<td>Economics (½ unit) or Introduction to World Geography (½ unit)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Arts: 1 Carnegie unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Advanced Electives: 2 Carnegie units</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Option 1: Foreign Language I and Foreign Language II</td>
</tr>
<tr>
<td>• Option 2: Foreign Language I and Advanced World Geography</td>
</tr>
<tr>
<td>• Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Technology: ½ Carnegie unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>• A course that emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course.</td>
</tr>
</tbody>
</table>

### The minimum **RECOMMENDED** CPC for full admission into a Mississippi public university is as follows:

<table>
<thead>
<tr>
<th>Mathematics: 4 Carnegie units</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Algebra I or its equivalent</td>
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<tr>
<td>• Math higher than Algebra I (3 units)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Science: 4 Carnegie units</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Biology I or its equivalent</td>
</tr>
<tr>
<td>• Science higher than Biology I (3 units)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Social Studies: 4 Carnegie units</th>
</tr>
</thead>
<tbody>
<tr>
<td>• U.S. History</td>
</tr>
<tr>
<td>• World History</td>
</tr>
<tr>
<td>• U.S. Government (½ unit)</td>
</tr>
<tr>
<td>Economics (½ unit)</td>
</tr>
<tr>
<td>Introduction to World Geography (½ unit)</td>
</tr>
<tr>
<td>Mississippi Studies (or state/local government course in any other state)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Arts: 1 Carnegie unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Includes any one Carnegie unit (or two ½ units) of visual and performing arts course(s) meeting the requirements for high school graduation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Advanced Electives: 2 Carnegie units</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Option 1: Foreign Language I and Foreign Language II</td>
</tr>
<tr>
<td>• Option 2: Foreign Language I and Advanced World Geography</td>
</tr>
<tr>
<td>Option 3: Any combination of English, Mathematics higher than Algebra I, Science higher than Biology I, Advanced Elective category, any AP course, any IB course</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Technology: ½ Carnegie unit</th>
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<tbody>
<tr>
<td>• A course that emphasizes the use of technology as a productivity tool. Instruction should include utilizing various forms of technology to create, collaborate, organize, and publish information. The application of technology as a productivity tool, rather than specific hardware and/or software packages should be the focus of the course.</td>
</tr>
</tbody>
</table>

### Total Carnegie units:

- **16½**
- **19½**

**Notes:**

- **Pre-High School units:** Courses taken prior to high school will be accepted for admission provided the course earns Carnegie credit and the content is the same as the high school course.
- **Substitutions:** Advanced Placement (AP) and International Baccalaureate (IB) courses can be substituted for each requirement in the College Preparatory Curriculum.
- **Course Acceptance:** A course may not be used to satisfy more than one requirement.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE JANUARY 21, 2021 BOARD MEETING SUBMISSION DEADLINE

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

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

ALCORN STATE UNIVERSITY

1. **ASU- GS 101-297 – Technology Classroom Building**  
   NOTE: This is a Bureau of Building project  
   Approval Request #1: Change Order #8  
   Board staff approved Change Order #8 in the amount of $136,697.76 and fifty-one (51) additional days to the contract of Flagstar Construction.  
   Approval Status & Date: APPROVED, February 1, 2021  
   Change Order Description: Change Order #8 includes the following items: modified the slab edge and parapet at the roof; modified forty-one (41) interior doors to add vision lites; modified exterior door access controls; modified interior door access controls and fifty-one (51) days to the contract.  
   Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications; user/owner requested modifications; and days for work as indicated herein.  
   Total Project Change Orders and Amount: Eight (8) change orders for a total amount of $350,259.88.  
   Project Initiation Date: June 20, 2013  
   Design Professional: Allred Stolarski Architects  
   General Contractor: Flagstar Construction  
   Total Project Budget: $23,200,000.00

2. **ASU- IHL 101-320– Campus Wide ADA Improvements**  
   Approval Request #1: Schematic Design Documents  
   Board staff approved the Schematic Design Documents as submitted by Canizaro Cawthon Davis, a Professional Association  
   Approval Status & Date: APPROVED, January 26, 2021  
   Project Initiation Date: June 20, 2019  
   Design Professional: Canizaro Cawthon Davis, A Professional Association
3. **MSU- Building #0149 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 January 14, 2021 to demolish and remove Building #0149 from the building inventory. MSU intends to use this site for parking for the new Transit Building.
   
   Interim Approval Status & Date: APPROVED, January 14, 2021

4. **MSU- IHL 205-283– Addition and Renovation to Humphrey Coliseum**
   
   **Approval Request #1: Design Development Documents**
   
   Board staff approved the Design Development Documents as submitted by Dale Partners
   
   Project Initiation Date: June 16, 2018
   
   Design Professional: Dale Partners
   
   General Contractor: Brasfield & Gorrie, LLC
   
   Total Project Budget: $50,000,000.00

5. **MSU- IHL 205-286– New Parking Stone Blvd. and Morgan Extended**
   
   **Approval Request #1: Change Order #2**
   
   Board staff approved Change Order #2 in the amount of $46,062.90 and eight (8) additional days to the contract of Burns Dirt Construction, Inc.
   
   Approval Status & Date: APPROVED, January 19, 2021
   
   Change Order Description: Change Order #2 includes the following items: added additional quantities to maintain the existing circuit at the north end of the parking lot; realigned Morgan Avenue at the intersection with State Street; added additional sidewalks from the existing sidewalk north of the Office of Compliance and Integrity to the rear entrance of the Office of Compliance and Integrity; and eight (8) days to the contract.
   
   Change Order Justification: These changes were necessary due to latent job site conditions; user/owner requested modifications and days for work as indicated herein.
   
   **Approval Request #2: Change Order #3**
   
   Board staff approved Change Order #3 in the credit amount of $1,930.56 and seven (7) additional days to the contract of Burns Dirt Construction, Inc.
   
   Approval Status & Date: APPROVED, January 19, 2021
   
   Change Order Description: Change Order #3 includes the following items: credit issued for modification to the retaining wall; and seven (7) days to the contract.
   
   Change Order Justification: These changes were due to user/owner requested modifications and days for work as indicated herein.
   
   Total Project Change Orders and Amount: Three (3) change orders for a total amount of $72,894.65.
   
   Project Initiation Date: August 17, 2017
   **Approval Request #1: Award of Construction Contract**  
   Board staff approved the Award of Contract in the amount of $1,698,794.00 to the apparent low bidder, Burns Dirt Construction, Inc.  
   **Project Initiation Date:** June 18, 2020  
   **Design Professional:** Pickering Firm, Inc.  
   **General Contractor:** Burns Dirt Construction, Inc.  
   **Total Project Budget:** $2,000,000.00

7. **MSU- IHL 205-308– CVM Facility Expansion**  
   **Approval Request #1: Contract Documents**  
   Board staff approved Contract Documents as submitted by Machado Patano, PLLC.  
   **Approval Status & Date:** APPROVED, January 25, 2021  
   **Approval Request #2: Advertise**  
   Board staff approved request to advertise for receipt of bids.  
   **Approval Status & Date:** APPROVED, January 25, 2021  
   **Project Initiation Date:** June 18, 2020  
   **Design Professional:** Machado Patano, PLLC  
   **General Contractor:** TBD  
   **Total Project Budget:** $5,600,000.00

8. **UM- IHL 207-452– Thad Cochran Natural Products – Roof Replacement**  
   **Approval Request #1: Change Order #2**  
   Board staff approved Change Order #2 in the amount of $0.00 and one hundred one (101) additional days to the contract of B Four Plied, Inc.  
   **Approval Status & Date:** APPROVED, February 1, 2021  
   **Change Order Description:** Change Order #2 includes the following items: added one hundred one (101) days to the contract.  
   **Change Order Justification:** This change was necessary due to unforeseen wall leaks and the time associated with a decision on whether to include the wall repair work as a change order or a new project.  
   **Total Project Change Orders and Amount:** Two (2) change orders for a total amount of $6,289.89.  
   **Project Initiation Date:** April 18, 2019  
   **Design Professional:** Shafer-Zahner-Zahner, PLLC  
   **General Contractor:** B Four Plied, Inc.  
   **Total Project Budget:** $1,400,000.00
9. **UM- IHL 207-456– Brevard Hall 3rd Floor BioMed Department**

   **Approval Request #1: Change Order #1**
   
   Board staff approved Change Order #1 in the amount of $2,371.64 and five (5) additional days to the contract of R.A. Sharp Construction Company, LLC.
   
   **Approval Status & Date:** APPROVED, January 13, 2021
   
   **Change Order Description:** Change Order #1 includes the following items: raised the ceiling height and window pockets in an office; closed an existing door in a space; from the corridor side removed the trim and installed gypsum board to cover the opening; existing trim shall be stored in a space between the existing door and the new gypsum; and five (5) days to the contract.
   
   **Change Order Justification:** This change was due to user/owner requested modifications; and days for work as indicated herein.
   
   **Total Project Change Orders and Amount:** One (1) change order for a total amount of $2,371.64.
   
   **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

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

    **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 January 5, 2021 to increase the budget from $2,975,000.00 to $3,700,000.00, for an increase of $725,000.00.

    **Interim Approval Status & Date:** APPROVED, January 5, 2021

    **Approval Request #2: Award of Construction Contract**

    Board staff approved the Award of Contract in the amount of $2,975,000.00 to the apparent low bidder, Multiple Prime Contracts.

    **Approval Status & Date:** APPROVED, January 6, 2021

    **Project Initiation Date:** August 15, 2019

    **Design Professional:** Weir Boerner Allin Architecture

    **General Contractor:** Multiple Prime Contracts

    **Total Project Budget:** $3,700,000.00

**UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

11. **UMMC- IHL 209-555– Children’s of Mississippi Expansion**

    **Approval Request #1: Change Order #13**

    Board staff approved Change Order #13 in the amount of $0.00 and zero (0) additional days to the contract of Brasfield & Gorrie, LLC.

    **Approval Status & Date:** UNAPPROVED, January 14, 2021

    **Change Order Description:** Change Order #13 includes the following items: revised the Methodist/Peachtree intersection; added nurse documentation stations to the operating
rooms; added three (3) network outlets to each of the eight (8) POC rooms; revised and added power and data for each of the timeclock locations; added power for drinking fountains; added heated water piping to the variable airflow valve boxes added to two levels at the Batson tower new elevator lobbies; added an outlet to an ultrasound room for a wall-mounted sterilizer; revised the partitions and window openings at the patient room sand ante rooms on two levels; provided the concrete trucks and concrete pumps a contained location to wash out after concrete pours; added a new Johnson Control Panel; added nurse call buttons to two operating rooms; added a lighting circuit to each of the operating rooms; replaced under-mount sinks at ADA locations; added piping and a cut off valve; added a pump to route the condensate drain for a FCU to a nearby that is located in a smoke compartment wall; added required lighting to the shell space on a level near the clinic area; added, moved and delete exit signs throughout the project; added duct to a computer room; added power to the mixing valves next to the water heaters on a level; added power for the dessicant wheel and dual dessicant dryers; removed the window film from the conference room on two levels; deleted the interior metal panels at the building lobby.

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

Approval Request #2: Change Order #14
Board staff approved Change Order #14 in the amount of $0.00 and zero (0) additional days to the contract of Brasfield & Gorrie, LLC.

Approval Status & Date: APPROVED, January 15, 2021

Change Order Description: Change Order #14 includes the following items: additional equipment connections added; added six (6) bollards and a concrete paved pad under the oxygen line extension; three (3) circuits run to a different electrical panel; smoke detectors added to two (2) elevator shafts; added a damper to a room at a 1 hour fire-rated partition; brake metal added at the interior side of curtain wall punched openings where light fixtures are installed on the exterior; brake metal added at the interior side of curtain wall openings where the ceiling height was higher than the back side of spandrel glass; revised the flooring color installed at two (2) patient rooms; added panic hardware to the glass entrance doors to the family waiting at two levels; added an access door to the louver plenum at a level and revised the louvers for the plenum at the exterior; replaced two (2) grab bars at all of the patient toilets to a larger size.

Change Order Justification: These changes were necessary due to errors and omissions in the plans and specifications.

Approval Request #3: Change Order #15
Board staff approved Change Order #15 in the amount of $0.00 and zero (0) additional days to the contract of Brasfield & Gorrie General Contractors.

Approval Status & Date: APPROVED, January 16, 2021

Change Order Description: Change Order #15 includes the following items: repaired a damaged communications vault; added power to humidifiers for the rooftop AHU units; added nurse call buttons to four (4) meds rooms; added fire wrap at the exhaust duct for the isolation patient rooms; moved the FCU at a stair from the location at the stair landing to a location over the finished floor and away from the egress path of the stair; added a footing/thickened foundations at the monument sign at the front of the building; added a
switch at the headwall; added plywood to clean rooms at additional locations for wall brackets to hang the PARX system; removed architectural decorative concrete at an area between the hospital and the parking garage as part of the playground area; added exit lighting to the portion of Batson renovation on a level being renovated; added new countertop eyewash stations at various locations; added critical power to the clinic communications closet; relocated a code blue dome light away from a corresponding door; fire sprinkler system was enlarged to include the area above the ceiling; relocated monitoring equipment in the low voltage closet; added power to the water heaters located on a level & area and power for the transformers serving air terminals at another level and area; added a raceway for alarm devices required; added power to doors at the connector of the elevator lobbies on four levels; relocated the master intercom station from the security room to the reception desk at the front door; added shunt trip circuit breakers to two elevators; relocated a sanitary sewer line at Batson; added power and data to transfer stations; transferred the cost from the hospital project and moved it to the separate project of the parking garage; added fused disconnects at the elevator cab power and elevator controllers; added caulk to the frameless glass and replaced the door with a wider storefront door.

**Change Order Justification:** These changes were due to changes in requirements or recommendations by governmental agencies; errors and omission in the plans and specifications; latent job site conditions; and user/owner requested modifications.

**Total Project Change Orders and Amount:** Fifteen (15) change orders for a total amount of $0.00.

**Project Initiation Date:** April 21, 2016

**Design Professional:** HDR Architecture

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

**Total Project Budget:** $180,000,000.00

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12. **UMMC- IHL 209-574– Garage D**

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

Board staff approved Change Order #5 in the amount of $669,673.01 and zero (0) additional days to the contract of Brasfield & Gorrie, LLC.

**Approval Status & Date:** APPROVED, January 8, 2021

**Change Order Description:** Change Order #5 includes the following items: added a domestic tap and valve for a future hydrant; added heat detectors in the elevator pit; changed the smoke detectors in the elevator lobby to heat detectors; added and modified the concrete paving at the canopy; added breakmetal closures for fall protection; modifications made to the exit signage and electrical; added asphalt paving; and added traffic control and site security.

**Change Order Justification:** This change was necessary due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

**Total Project Change Orders and Amount:** Five (5) change orders for a total amount of $775,903.01.

**Project Initiation Date:** October 18, 2018

**Design Professional:** HDR Architecture
General Contractor: Brasfield & Gorrie, LLC
Total Project Budget: $17,900,000.00

13. **UMMC- IHL 209-575– 6th Floor West Renovations**
   
   **Approval Request #1: Schematic Design Documents**
   
   Board staff approved the Schematic Design Documents as submitted by Foil Wyatt Architects & Planners, PLLC.
   
   Approval Status & Date: APPROVED, January 8, 2021
   
   **Approval Request #2: Waiver Design Development Documents**
   
   Board staff approved the Design Development Documents as submitted by Foil Wyatt Architects & Planners, PLLC.
   
   Approval Status & Date: APPROVED, January 8, 2021
   
   **Approval Request #3: Contract Documents**
   
   Board staff approved Contract Documents as submitted by Foil Wyatt Architects & Planners, PLLC.
   
   Approval Status & Date: APPROVED, January 8, 2021
   
   Project Initiation Date: July 23, 2020
   
   Design Professional: Foil Wyatt Architects & Planners, PLLC
   
   General Contractor: TBD
   
   Total Project Budget: $4,000,000.00

**UNIVERSITY OF SOUTHERN MISSISSIPPI**

1. **USM- GS 114-023 – Gulf Park Science Building Water Infiltration 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 February 4, 2021 to initiate this project and appoint Shafer-Zahner-Zahner as design professional.
   
   Interim Approval Status & Date: APPROVED, February 4, 2021
   
   Project Initiation Date: February 4, 2021
   
   Design Professional: Shafer-Zahner-Zahner
   
   General Contractor: TBD
   
   Total Project Budget: $2,700,000.00
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 (three statements dated 1/21/21) from the funds of Alcorn State University. (These statements, in the amounts of $460.00, $2,250.00 and $43.72, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE..............................................................$ 2,753.72

Payment of legal fees for professional services rendered by Brunini (statement dated 1/25/21) from the funds of Mississippi State University. (This statement, in the amount of $137.50, represents services and expenses in connection with legal advice.)

TOTAL DUE..............................................................$ 137.50

Payment of legal fees for professional services rendered by Baker, Donelson, Bearman, Caldwell & Berkowitz, PC (statement dated 12/6/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $38,005.86, represents services and expenses in connection with legal advice.)

TOTAL DUE..............................................................$ 38,005.86

Payment of legal fees for professional services rendered by Butler Snow, LLP (statements dated 10/29/20, 12/7/20, 12/7/20, 12/13/20, 12/16/20, 12/17/20, 1/20/21 and 1/20/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $9.50, $973.50, $295.00, $3,769.00, $2,870.25, $3,096.00, $88.50 and $1,267.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE..............................................................$ 12,368.75

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statement dated 12/15/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $5,387.00, represents services and expenses in connection with legal advice.)

TOTAL DUE..............................................................$ 5,387.00
### EXHIBIT 3
February 18, 2021

Payment of legal fees for professional services rendered by Gore Kilpatrick & Dambrino, PLLC (statements dated 12/29/20 and 12/29/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $874.50 and $33.00, represent services and expenses in connection with legal advice.)

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<tr>
<th>TOTAL DUE</th>
<th>$907.50</th>
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Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 12/4/20, 1/6/21, 1/6/21, 1/6/21 and 1/6/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $4,067.45, $165.00, $333.70, $214.50 and $1,428.50, respectively, represent services and expenses in connection with legal advice.)

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<tr>
<th>TOTAL DUE</th>
<th>$6,209.15</th>
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Payment of legal fees for professional services rendered by Hogan|Lovells (statement dated 12/16/20) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $12,546.00, represents services and expenses in connection with legal advice.)

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<tr>
<th>TOTAL DUE</th>
<th>$12,546.00</th>
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Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 12/22/20, 12/22/20, 1/13/21 and 1/13/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $33.00, $561.00, $577.50 and $16.50, respectively, represent services and expenses in connection with legal advice.)

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<tr>
<th>TOTAL DUE</th>
<th>$1,188.00</th>
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Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 12/14/20 and 12/29/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $400.00 and $709.50, respectively, represent services and expenses in connection with legal advice.)

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<tr>
<th>TOTAL DUE</th>
<th>$1,109.50</th>
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Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 9/23/20, 12/7/20, 12/9/20, 12/14/20, 12/14/20, 12/14/20 and 12/14/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $3,650.00, $337.20, $679.50, 414,678.27, $253.50, $5,532.93 and $1,859.70, respectively, represent services and expenses in connection with legal advice.)

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<tr>
<th>TOTAL DUE</th>
<th>$26,991.10</th>
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</table>
Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 12/15/20, 12/30/20, 12/30/20, 1/4/21, 1/4/21, 1/4/21, 1/4/21, 1/4/21, 1/4/21 and 1/5/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,593.00, $2,099.65, $307.50, $198.00, $6,385.00, $2,217.00, $2,293.50, $1,963.50, $838.50, $10,882.20, and $1,051.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………..$ 29,829.35

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 1/8/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $331.50, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………..$ 331.50

Payment of legal fees for professional services rendered by Butler Snow (statement dated 1/13/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $7,276.88, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………..$ 7,276.88

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statement dated 1/13/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $1,129.80, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………..$ 1,129.80

Payment of legal fees for professional services rendered by Ware Immigration (three statements dated 1/1/21) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $44.03, $1,500.00 and $1,500.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE……………………………………………………..$ 3,044.03

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 (statements dated 1/26/21, 1/26/21, 1/26/21, 1/26/21, 1/26/21, 1/26/21, 1/26/21, 1/26/21, 1/26/21, 1/26/21, and 1/26/21) from the funds of Mississippi State University. (These statements represent reimbursement of fees associated with the following intellectual property matters: “MSU Pawprint Logo” - $100.00; “Common Mode EMI Modeling and Mitigation Techniques” - $75.00; “Switchgrass Cultivar Panir” - $250.00; “Facemask and Helmet with Facemask” – $500.00; “Materials and Devices that Provide Total Transmission of Electrons Without Ballistic Propagation and Methods of Devising Same” - $370.00; “Oleaginous Microbe Supplementation
for Improving Black Soldier Fly Growth and Development” - $180.00; “System to Control an Actuator” - $605.00; “System for Delivery of Biologics” - $1,480.00; “Materials and Devices that Provide Total Transmission of Electrons Without Ballistic Propagation and Methods of Devising Same” - $35.00; “Methods for Improving Rice Nutrition via Manipulation of Starch Crystalline Structure and Nutrient Penetration Treatment” - $370.00; Accessories for Raman and Luminescence Spectral Acquisitions” - $370.00; and Compositions and Methods for Use in Food Processing and Preservation” - $110.00.)

TOTAL DUE……………………………….………………$                       4,445.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 1/18/21, 1/18/21, 1/19/21 and 1/21/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Vaccine Composition Compromising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” - $3,259.50; “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - $1,930.00; “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - $1,880.00; and “Vaccine Composition Compromising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” - $7,634.57, respectively.)

TOTAL DUE……………………………….………………$                     14,704.07

Payment of legal fees for professional services rendered by Stites & Harbison (four statements dated 1/26/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Symmetrical CCC-NHC Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - $522.50; “Unsymmetrical Salts, CCC-NHC Pincer Metal Complexes and Methods of Making Same” - $592.00; “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - $38.00; and “Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production” - $1,912.50.)

TOTAL DUE……………………………….………………$                  3,065.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 10/30/20, 10/30/20, 10/30/20, 10/30/20, 10/30/20, 10/30/20, 10/30/20, 10/30/20, 10/30/20 and 11/24/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $670.07, $969.50, $723.00, $320.50, $736.61, $527.00, $763.23, $3,607.59, $1,132.50, $2,132.50 and $2,431.74, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE…………………………………………………..….$                    14,014.24
Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 11/5/20, 11/5/20 and 12/7/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $4,346.38, $172.50 and $72.50, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE.................................................................$4,591.38
1. **SYSTEM – APPROVAL OF NEW ACADEMIC DEGREE PROGRAMS**

   A. **MSU – Bachelor of Business Administration (BBA) in Supply Chain Logistics**

      CIP code: 52.0203
      Total credit hours: 120
      Effective date: August 2021
      Incremental, six-year cost of implementation: $754,499
      Potential six-year, new revenue: $4,396,000
      Institution(s) offering similar program(s): No other university in the state currently offers a bachelor’s level degree in logistics or supply chain management.
      Rationale: With its geographic location and well-integrated, multi-modal transportation infrastructure, Mississippi is one of the country’s most uniquely positioned and equipped logistics and supply chain hubs.
      Number of students expected to enroll in first six years: 135
      Number of students expected to graduate in first six years: 75
      National and state supply and demand: The Mississippi Development Authority identifies distribution and warehousing as one of ten key industries targeted for growth and the Bureau of Labor Statistics projects demand for logistics and supply chain related jobs will continue to grow by 4-7% (2019-2029).
      Average wages: $75k- $121k nationally and $63k-$97k in Mississippi (source: Bureau of Labor Statistics, 2019)

STAFF RECOMMENDATION: Board staff recommends approval of item 1.
1. **MSU – REQUEST FOR APPROVAL TO AMEND A LICENSE AGREEMENT WITH SPRINGER NATURE CUSTOMER SERVICE CENTER, LLC**

**Agenda Item Request:** Mississippi State University requests approval to enter into an Amendment to License Agreement with Springer Nature Customer Service Center, LLC (“Springer”) related to subscriptions to electronic journals. These research-oriented journals are used by MSU faculty, staff and students for educational and research purposes.

**Contractor’s Legal Name:** Springer Nature Customer Service Center, LLC

**History of Contract:** In November 2020, IHL approved MSU entering into a License Agreement with Springer for a one-year term, ending December 31, 2021. The proposed amendment adjusts the term from one year to a three-year term ending December 31, 2023, and fixes subscription prices for the three-year period. By entering into a longer term agreement, MSU is able to lower the annual inflation factor for the subscription from 5.5% annually to 3% resulting in a cost savings to the university.

**Specific Type of Contract:** This is an amendment to an existing license agreement.

**Purpose:** The purpose of the amendment is to continue licensing access to 58 electronic journals used for educational and research purposes.

**Scope of Work:** Springer will provide all MSU faculty, staff and students with access to 58 journals. During the license term, patrons will have access to the current electronic file and retrospective content.


**Termination Options:** Either party may terminate the license if the other party materially breaches its obligations under this license and fails to cure such materials breach, provided that the non-breaching party shall give written notice of its intention to terminate and shall allow the breaching party 60 days after receipt of such notice to remedy the breach.

**Contract Amount:**

- Subscription term 2021 - $358,435.18
- Subscription term 2022 - $371,387.40
- Subscription term 2023 - $384,863.23
- Total: $1,114,685.81

**Funding Source for Contract:** The contract will be funded by general funds.
Contractor Selection Process: These journals are only published by Springer. They are not available by other publishers.

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 Springer Nature Customer Service Center, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

2. MSU – REQUEST FOR APPROVAL TO MODIFY A LEASE AGREEMENT WITH THE MSU RESEARCH AND TECHNOLOGY CORPORATION

Agenda Item Request: Mississippi State University, on behalf of its Social Science Research Center (SSRC), requests approval to modify an existing lease agreement with the Mississippi State University Research & Technology Corporation (RTC) in the Mississippi Technology Center (1 Research Blvd) in the Thad Cochran Research, Technology & Economic Development, in Starkville, Mississippi, to add an additional 6,580 square feet of office space. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, MSU also requests approval to allow prepayment of the monthly rent in advance each month.

Contractor’s Legal Name: Mississippi State University Research & Technology Corporation

History of Contract: In February of 1991, MSU/NSPARC entered into a lease agreement with the Oktibbeha County Economic Development Authority (OCEDA) to lease office space in the Mississippi Technology Center. The lease agreement has been renewed multiple times since its inception. In July 2018, the Mississippi Technology Center was purchased by RTC from OCEDA, and the lease agreement was assigned to RTC. RTC and MSU entered into a new five year lease in April 2019 and now desire to amend the lease by adding additional space.

Specific Type of Contract: Modification of lease agreement

Purpose: The purpose of the lease modification agreement is to add an additional 6,580 square feet of office space.

Scope of Work: N/A

Term of Contract: The term of the original lease agreement began on April 1, 2019 and will expire on March 31, 2024. The modification will be effective July 1, 2021, and will
expire on March 31, 2024, consistent with the expiration date of the original lease agreement.

Contract Amount: The total cost for the additional space gained through the lease modification will be $210,625.80, or $6,382.60 per month.

Funding Source for Contract: Externally funded grants and contracts

Termination Options:

- MSU may terminate the lease agreement if space becomes available in any state-owned building.
- MSU may reduce rent if necessitated by a discontinuous or decrease in federal or state funds upon thirty (30) days written notice to RTC, with space being reduced proportional to the reduction in rent.
- If either party is in default and has not cured the default within the applicable cure period, the non-defaulting party will have the right to terminate the lease agreement.
- Should the demised premises be totally or substantially destroyed by fire, the elements or otherwise, so as to render it untenable, either party will have the option to cancel the remaining portion of the lease term upon forty-five (45) days written notice.

Contractor Selection Process: The space was identified in the MSU Research Park as a suitable space for SSRC to lease to conduct business activities.

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

3. MUW – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH CAMPUS EAI INC.

Agenda Item Request: Mississippi University for Women requests approval for a Web Portal and Mobile Application agreement with Campus EAI, Inc.

Contractor’s Legal Name: Campus EAI, Inc.
History of Contract: MUW contracted with Campus EAI in 2011 for 5 years for services. In 2016, MUW issued an RFP to find the best vendor and lowest cost for a portal and mobile application. Campus EAI was awarded a 5 year contract. In 2020, MUW requested a renewal extension from the Mississippi Department of Information Technology Services which was approved with the issuance of CP-1 20210254.

Specific Type of Contract: Software and Remote Services

Purpose: To continue to provide a single sign-on portal and mobile application for the campus community.

Scope of Work: To extend the use of the current portal and mobile application for 5 years.

Term of Contract: 5 years

Termination Options: MUW can terminate if the vendor commits a material breach of a term or condition in the contract or if either party becomes insolvent.

Contract Amount: $301,983.20

Funding Source for Contract: General Funds

Contractor Selection Process: The university selected the vendor by a request for proposals in 2016 approved by the Department of Information Technology. ITS approved a renewal extension for this contract in February 2021.

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

4. UM– REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH OHO CORPORATION

Agenda Item Request: The University of Mississippi’s Marketing & Communications and Information Technology departments requests approval to enter into a contract with OHO Corporation.

Contractor’s Legal Name: OHO Corporation

History of Contract: This is a new contract.
Specific Type of Contract: This contract is a standard service agreement.

Purpose: The purpose of this agreement is to establish a partnership with an agency that will work with the university to redesign and build a modern, fully accessible olemiss.edu website.

Scope of Work: This agreement includes a scope of work that will include discovery and strategy, user research, information architecture, visual design, content strategy, development, integration and ultimately deployment of a newly redesigned olemiss.edu.

Term of Contract: The contract term will be for two years beginning on March 19, 2021 and ending on March 18, 2023.

Termination Options: This agreement may be terminated without cause upon forty-five (45) days written notice. In addition, this Agreement may be terminated with cause by the non-breaching party in the event that the other party fails to cure a breach of the terms of the agreement within thirty (30) days after receiving written notice. It may also be terminated immediately if the other party is adjudicated a bankrupt, ceases to do business as a going concern, makes an assignment for the benefit of creditors, permits the appointment of a receiver, or otherwise avails itself of or becomes subject to any bankruptcy or insolvency statute. 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 so long as the university provides sixty (60) days’ notice to the vendor at the end of any fiscal period. In the event of a Force Majeure, either Party may terminate this Agreement upon written notice to the other without any further liability thereto.

Contract Amount: The total contract amount will not exceed $761,350.

Funding Source for Contract: The source of funding for the contract will be educational and general funds.

Contractor Selection Process: The University of Mississippi issued Request for Proposals #655 and received proposals from 12 offerors. A committee of 12 University of Mississippi faculty, staff and students evaluated and rated all proposals per criteria listed in the RFP and narrowed the list to two finalists given their experience and qualifications, clarity of project plan, cost, and their offers. Of the two finalists that were invited to give virtual presentations, OHO Corporation received the highest ratings and was selected for the following reasons:

1. Combined with robust journey mapping and research and discovery activities, they clearly articulated a project plan that was in alignment with the needs of the University.

2. Proven track record of success with higher education institutions on projects with a similar size and scope.
3. Ability of the firm to deliver the entire scope of work with limited contractors.

4. Proposed cost of the scope of work was the lowest of the two finalists.

The committee was unanimous in the selection of OHO Corporation and felt that the vendor provided the highest overall value for the scope of work.

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

5. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH ABIOMED, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an Agreement with ABIOMED, Inc. (ABIOMED) for the purchase of Impella Circulatory Support Catheters and accessories. The Impella devices are used in high-risk coronary interventions, as well as myocardial infarction patients, as a means of emergency cardiac recovery. 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: ABIOMED, Inc.

History of Contract: On March 22, 2018, the Board approved a two (2) year Price Document with ABIOMED for a total cost of $1,000,000. On January 16, 2020, the Board approved an amendment to the agreement to extend the term of the agreement and to add provisions regarding indemnification, insurance, and information security. The Agreement will expire on March 31, 2021.

Specific Type of Contract: This is a new Agreement.

Purpose: The purpose of the Agreement is to purchase Impella Circulatory Support Catheters and accessories. The Impella devices are used in high-risk coronary interventions, as well as myocardial infarction patients, as a means of emergency cardiac recovery. The Impella system is an FDA approved percutaneous ventricular assist device designed to provide hemodynamic support for a patient’s heart. This device is a catheter-type device that is inserted through the femoral artery and placed in the patient’s heart. Once it is turned on, it helps the heart by moving blood from the heart and circulating it to the rest of the body and taking the work off of the heart.
Scope of Work: Under the amended Agreement, UMMC will continue to purchase Impella Circulatory Support Catheters and accessories from ABIOMED.

Term of Contract: The term of the agreement is three (3) years, from April 1, 2021, through March 31, 2024.

Termination Options: UMMC may terminate the agreement upon thirty (30) days written notice to Abiomed.

Contract Amount: The total estimated cost of the Agreement is $3,525,000. UMMC has included a fifteen percent (15%) increase in years two (2) and three (3) to allow for potential volume growth.

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

Contractor Selection Process: The circulatory support catheters and accessories qualify as clinical commodities under Miss Code Ann §31-7-l, which is exempted from procurement requirements under §31-7-13.

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

6. UMMC – REQUEST FOR APPROVAL FOR AN AUDIT WAIVER FOR THE UMMC RESEARCH DEVELOPMENT FOUNDATION FOR FISCAL YEAR ENDING JUNE 30, 2020

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests a waiver of the annual audit requirement applicable to the IHL approved affiliation agreement with UMMC Research Development Foundation (RDF) for the fiscal year ending June 30, 2020.

Justification: As per requirements stipulated in Board Policy 301.0806 D.9., staff have considered and reviewed the source documents for the following:

- Both activities and assets of the RDF continue to remain low (approximately $14,400 as of January 2021);
Contracting for an external audit would represent a significant expense that, at this time, does not make sound financial or business sense, as the FY2019 audit cost $8,268 to complete; and

- The RDF does not anticipate that the year-end financial statements for the current year will differ substantially from the financial statements as of the end of the most recently completed fiscal year.

Staff Recommendation: Board staff recommends approval of this waiver.

7. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A LETTER AGREEMENT WITH CISCO SYSTEMS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Letter Agreement (Agreement) with Cisco Systems, Inc (Cisco) for the end user license of its Digital Network Architecture (DNA) software operated in conjunction with equipment used in UMMC’s network infrastructure. UMMC currently utilizes Cisco networking equipment throughout the institution. The DNA licenses under the proposed Agreement are for UMMC to replace outdated infrastructure and expand an internet-based network. Currently UMMC is restricted in the network bandwidth available in some areas of Campus. By replacing outdated equipment and adding equipment to expand the network UMMC will be able to provide the necessary bandwidth to expand the use of telehealth video visits throughout its campus. To date, UMMC can only provide video telehealth visits in certain areas. By increasing the size and capability of the network, UMMC will alleviate the bandwidth limitations of UMMC’s network allowing for increased video visits. This not only continues to aid in the current pandemic state but will provide increased access to healthcare for all Mississippians. The software is being purchased through Cisco’s authorized reseller MoreDirect, Inc. d/b/a Connection in conjunction with the associated equipment purchase. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to prepay the three (3) year license fee.

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

**History of Contract:** This is a new Letter Agreement for an end user license of the DNA software. UMMC currently utilizes Cisco networking equipment throughout the institution. The DNA licenses under the proposed Agreement will allow UMMC to replace outdated infrastructure and expand an internet-based network. Currently, UMMC is restricted in the network bandwidth available in some areas of campus. By replacing outdated equipment and adding equipment to expand the network UMMC will be able to provide the necessary bandwidth to expand the use of telehealth video visits throughout its campus. To date, UMMC can only provide video telehealth visits in certain areas. By increasing the size and capability of the network, UMMC will alleviate the bandwidth limitations of UMMC’s network allowing for increased video visits. This not only continues to aid in providing remote care to patients during the current pandemic, it also
provides increased access to healthcare for all Mississippians. The software is being purchased through Cisco’s authorized reseller MoreDirect, Inc. d/b/a Connection in conjunction with the associated equipment purchase.

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

**Purpose:** The purpose of the Letter Agreement is to provide the DNA licenses for equipment that will allow UMMC to replace outdated infrastructure and expand an internet-based network. Currently, UMMC is restricted in the network bandwidth available in some areas of campus. By replacing outdated equipment and adding equipment to expand the network UMMC will be able to provide the necessary bandwidth to expand the use of telehealth video visits throughout its campus. To date, UMMC can only provide video telehealth visits in certain areas. By increasing the size and capability of the network, UMMC will alleviate the bandwidth limitations of UMMC’s network allowing for increased video visits. This not only continues to aid in providing remote care to patients during the current pandemic, it also provides increased access to healthcare for all Mississippians.

**Scope of Work:** Under the Agreement, Cisco will provide a non-exclusive, non-transferable license to use the object code versions of the DNA software for UMMC’s internal operations. The software accelerates and simplifies enterprise network operations. The software and hardware are being purchased through Cisco’s authorized reseller MoreDirect, Inc. d/b/a Connection.

Under the Agreement, UMMC agrees it will not and will not allow a third party to:

- Transfer, sublicense, or assign its rights under the license to any other person or entity, unless expressly authorized by Cisco in writing;
- Modify, adapt or create derivative works of the software or documentation;
- Reverse engineer, decompile; decrypt; disassemble of otherwise attempt to derive the source code for the software;
- Make the functionality of the software available to third parties, whether as an application service provider, or on rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by Cisco in writing;
- Use software that is licensed for a specific device, whether physical or virtual, on another devise, unless expressly authorized by Cisco in writing;
- Remove, modify, or conceal any product identification, copyright, proprietary, intellectual proprietary notices or other marks on or within the software.

**Term of Contract:** The term of the Agreement is three (3) years, from April 1, 2021, through March 31, 2024.
Termination Options: The Agreement may be terminated as follows:
- By UMMC at any time by ceasing use of or destroying all copies of the software;
- Immediately if UMMC breaches the terms of the EULA or if UMMC fails to pay any portion of the applicable license fees, and UMMC fails to cure the payment breach within thirty (30) days of notice; and
- Following a permitted transfer, UMMC’s license to the software will be automatically terminated.

Contract Amount: The total potential cost of the Agreement is $3,200,000.

Funding Source for Contract: This agreement will be funded by general funds and Mississippi Emergency Management Agency (MEMA) generated grant funding.

Contractor Selection Process: Cisco provides the network equipment and DNA licenses for purchase through its authorized reseller MoreDirect, Inc. d/b/a Connection, who is an approved vendor contracted with Vizient, one of UMMC’s group purchasing organizations (GPO).

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

8. UMMC—REQUEST FOR APPROVAL TO ENTER INTO A MASTER SERVICE AGREEMENT WITH STERICYCLE, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Service Agreement with Stericycle, Inc. (Stericycle) for the removal of hazardous and nonhazardous pharmaceutical waste from certain UMMC locations. The agreement provides appropriate disposal of pharmaceutical waste as governed by the Environmental Protection Agency (EPA), federal, and state regulations. In addition, UMMC requests approval to add and/or remove locations specified in the Agreement as needed without seeking prior Board approval as long as it does not increase the approved expenditure level.

Contractor’s Legal Name: Stericycle, Inc.
History of Contract: This is a new Master Service Agreement between UMMC and Stericycle. UMMC has utilized Stericycle since approximately 2010 under Stericycle’s agreement with Vizient, UMMC’s primary group purchasing organization, without requiring additional terms and conditions for UMMC. Stericycle now requires an agreement directly with UMMC for continued services.

On June 15, 2017, the Board approved two (2) separate agreements with Stericycle for regulated medical waste and sharps disposal management. Those agreements are separate and unrelated to the proposed agreement for pharmaceutical waste disposal.

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

Purpose: The purpose of the agreement is for the removal of hazardous and nonhazardous pharmaceutical waste from UMMC locations, as governed by the Environmental Protection Agency (EPA), federal, and state regulations.

Scope of Work: Under the agreement, Stericycle will provide appropriate waste containers for UMMC staff to utilize. On a regular schedule or as called, depending on the location, Stericycle will pick up the waste containers and dispose of the contents appropriately, in accordance with the Environmental Protection Agency (EPA), federal, and state regulations.

Under the Agreement, UMMC agrees to utilize Stericycle as its primary provider of pharmaceutical waste disposal services.

Term of Contract: The term of the agreement is three (3) years, from April 1, 2021, through March 31, 2024.

Termination Options: The agreement may be terminated for the following:
- by UMMC upon thirty (30) days written notice if Stericycle adjusts pricing, other than the annual increase, and Customer does not agree to the increase;
- by UMMC upon thirty (30) days written notice if significant changes in federal or state regulations regarding pharmaceutical waste occurs;
- by the non-breaching party upon written notice if the breach is not achieved within sixty (60) days of the notice;
- by Stericycle upon sixty (60) days notice if it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law, regulation or ordinance;
- by UMMC upon sixty (60) days’ prior written notice to Stericycle, after the first two years of the agreement;
- in the event of insufficient funds upon notice to Stericycle; and
- by UMMC immediately if Stericycle becomes unable to participate in federal or state health care programs.
The GPO agreement may be terminated for the following:
- by Stericycle, upon prior written notice to UMMC and Vizient, if UMMC fails to pay for services, becomes bankrupt, insolvent, makes an unauthorized assignment, goes into liquidation, has proceedings initiated against it for a receiving or winding up order, or applies to courts or protection from its creditors;

**Contract Amount:** The estimated cost of the agreement over three (3) years is $575,000. UMMC has included a twenty percent (20%) annual increase to allow for potential price increases and waste disposal volume changes.

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

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

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

9. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH TERUMO BCT, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with Terumo BCT, Inc (Terumo) for the purchase of disposables used with the Terumo Spectra Optia Apheresis Systems that UMMC currently owns. The Spectra Optia is a therapeutic apheresis, cell processing, and cell collection platform used to treat both adult and pediatric patients. The system adds, removes, or replaces blood components for patients undergoing treatments such as bone marrow transplant, sickle cell, leukemia, platelet disorders, or some neurological diseases. UMMC also requests approval to add or remove products as needed without seeking prior Board approval, as long as it does not increase the approved expenditure level.

**Contractor’s Legal Name:** Terumo BCT, Inc.
History of Contract: UMMC currently owns four (4) Spectra Optia Apheresis Systems, which were purchased in May 2017. On March 21, 2019, the Board approved a two (2) year purchase agreement for the disposables used with the apheresis systems, which expires March 31, 2021.

Specific Type of Contract: This a new purchase agreement.

Purpose: The purpose of the agreement is to purchase disposables used with the Terumo Spectra Optia Apheresis Systems. Under the agreement, UMMC will purchase disposables for UMMC’s current four (4) Spectra Optia systems. The Spectra Optia is a therapeutic apheresis, cell processing, and cell collection platform used to treat both adult and pediatric patients. The system adds, removes, or replaces blood components for patients undergoing treatments such as bone marrow transplant, sickle cell, leukemia, platelet disorders, or some neurological diseases.

Scope of Work: Under the agreement, UMMC will purchase disposables used with Terumo’s Spectra Optia Apheresis Systems.

Term of Contract: The term of the agreement is two (2) years, from April 1, 2021, through March 31, 2023.

Termination Options: Termination options include the following:
- by UMMC at any time upon thirty (30) days written notice;
- in the event of a reduction of funds available to UMMC; and
- by the affected party if products are not provided for thirty consecutive days due to a force majeure event.

Contract Amount: The total estimated cost of the agreement over two (2) years is $900,000. UMMC has included a fifteen percent (15%) annual increase to allow for patient volume change.

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

Contractor Selection Process: The Terumo products qualify as clinical commodities under Miss Code Ann. §31-7-1, which are exempted from procurement requirements under §31-7-13.

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

10. **UMMC - REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH TRUST HEALTHCARE CONSULTING SERVICES, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement with Trust Healthcare Consulting Services, LLC d/b/a Trust HCS (Trust HCS) to perform professional fee remote coding services. Under the agreement, Trust HCS will perform professional fee coding, outpatient coding, and denial reviews as needed.

**Contractor’s Legal Name:** Trust Healthcare Consulting Services, LLC

**History of Contract:** This is a new agreement with Trust HCS. UMMC currently utilizes multiple coding vendors for various areas, including professional fee and hospital billing, as well as for specialty departments such as emergency medicine. Since approximately 2012, UMMC has utilized remote coding services of UASI under UASI’s contract with Vizient, UMMC’s primary group purchasing organization (GPO), without the requirement of a direct contract with UMMC. UMMC also is currently contracted with The Coding Network, LLC for professional fee coding. The Coding Network agreement will expire January 31, 2021, with a total cost less than $250,000. In February 2020, UMMC conducted Request for Proposal (RFP) No. 8020 for Remote Professional Coding Services. Proposals were evaluated based upon cost and quality so that the lowest and best proposals would be selected. UMMC selected two (2) vendors to provide the majority of UMMC’s professional fee coding: UASI and TrustHCS. UMMC plans to continue using other vendors for specialty needs as appropriate.

In addition to this request, UMMC has submitted for consideration a separate service agreement with United Audit Systems, Inc. (UASI). UMMC seeks to simultaneously contract with multiple coding vendors to provide UMMC with coding and denial services to make sure that UMMC has appropriate coverage for all coding needs.

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

**Purpose:** The purpose of the agreement is for the provision of professional fee coding, outpatient coding, and denial reviews as needed. Medical coders assign the correct code to describe the type of service a patient will receive. This is necessary to make sure UMMC is charging appropriately for services provided. Coders also work as denial specialists, including responsibility for following up directly with commercial and governmental payers to resolve any billing issues and secure appropriate reimbursement.

**Scope of Work:** Under the Agreement, TrustHCS will:
• provide professional coding and denial reviews augmentation for all
departments of UMMC as requested;
• require its employees to sign UMMC’s non-disclosure agreement;
• provide a coding solution to meet current operating system specifications;
• require its employees to code all records utilizing the appropriate
guidelines;
• provide one (1) account manager to manage the project;
• provide trained, credentialed, and certified staff;
• maintain a 95% accuracy for all services; and
• provide ongoing coding training to UMMC staff.

**Term of Contract:** The term of the agreement is five (5) years,
from April 1, 2021, through March 31, 2026.

**Termination Options:** Termination options includes the following:
• by agreement of the parties;
• by UMMC upon sixty (60) days’ written notice to Trust HCS with or
  without cause;
• by Trust HCS upon one Hundred eighty days (180) written notice to
  UMMC with or without cause;
• if Trust HCS refuses or fails to perform any of the provisions of the
  contract or otherwise fails to timely satisfy the contract provisions, or commits
  any other substantial breach of the contract, and fails to cure the breach within
  ten (10) days of receiving written notice from UMMC;
• immediately upon Trust HCS’s breach of any of the following ongoing
  representations and warranties that Trust HCS, its officers, directors and
  employees:
    o are not currently excluded, debarred, or otherwise ineligible to
      participate in any federal health care programs or any state healthcare
      programs;
    o have not been convicted of a criminal offense related to the
      provision of healthcare items or services and have not been excluded,
      debarred, or otherwise declared ineligible to participate in the Federal
      Healthcare Programs or any state healthcare programs,
    o are not, nor have ever been included on the Office of Foreign
      Assets Control, Specially Designated Nationals and Blocked Persons
      list;
    o are not, to the best of its knowledge, under investigation or
      otherwise aware of any circumstances which may result in Trust
      HCS being excluded from participation in the Federal Healthcare
      Programs or any state healthcare programs; and
    o if Trust HCS is to receive any patients' personal health
      information, Trust HCS represents and warrants that it has implemented
safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.

- in the event of a reduction in funds;
- in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days;
- upon written notice to Trust HCS 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 Trust HCS improperly uses or discloses protected health information; and
- by UMMC immediately if Trust HCS violates UMMC’s security policy.

Contract Amount: The total estimated cost of the agreement is $3,450,000 over five (5) year term. This includes a ten percent (10 %) overage for potential volume increases. Fees are based on an hourly rate for all practice areas.

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

Contractor Selection Process: In February 2020, UMMC conducted Request for Proposal (RFP) No. 8020 for Remote Professional Coding Services. Seven (7) bidders submitted proposals, including ARMCO Partners; Enhanced Medical Revenue, LLC; Harmony Healthcare, LLC; InterHealth Solutions, Inc.; The Coding Network, LLC; Trust HCS; and USAI. InterHealth was disqualified as it did not offer all services required by the RFP, including anesthesia coding. Proposals were evaluated based upon cost and quality so that the lowest and best proposals would be selected. The following reflects the scoring for the proposals. The overall scores indicated below are based upon criteria including cost as well as other factors.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Cost</th>
<th>Overall Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>United Audit Systems, Inc.</td>
<td>$2,593,790.24</td>
<td>100.00</td>
</tr>
<tr>
<td>Trust Healthcare Consulting Services, LLC</td>
<td>$3,067,670.00</td>
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<td>$2,967,273.53</td>
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<td>$3,566,841.65</td>
<td>79.87</td>
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<tr>
<td>Enhanced Medical Revenue, LLC</td>
<td>$5,227,841.96</td>
<td>65.00</td>
</tr>
<tr>
<td>ARMCO Partners</td>
<td>$4,763,311.34</td>
<td>40.72</td>
</tr>
</tbody>
</table>

The total requested contract cost above differs from the cost used for RFP cost comparison as UMMC has included overage for potential volume increases in the projected contract 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 The University of Mississippi Medical Center and Trust Healthcare Consulting Services, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

11. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH UNITED AUDIT SYSTEMS, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement with United Audit Systems, Inc. (UASI) to perform professional fee remote coding services. Under the agreement, UASI will perform professional fee coding, outpatient coding, and denial reviews as needed.

Contractor’s Legal Name: United Audit Systems, Inc.

History of Contract: This is a new agreement with UASI. UMMC currently utilizes multiple coding vendors for various areas, including professional fee and hospital billing, as well as for specialty departments such as emergency medicine. Since approximately 2012, UMMC has utilized remote coding services of UASI under UASI’s contract with Vizient, UMMC’s primary group purchasing organization (GPO), without the requirement of a direct contract with UMMC. UMMC also is currently contracted with The Coding Network, LLC for professional fee coding. The Coding Network agreement will expire January 31, 2021, with a total cost less than $250,000. In February 2020, UMMC conducted Request for Proposal (RFP) No. 8020 for Remote Professional Coding Services. Proposals were evaluated based upon cost and quality so that the lowest and best proposals would be selected. UMMC selected two (2) vendors to provide the majority of UMMC’s professional fee coding: UASI and Trust Healthcare Consulting Services, LLC d/b/a TrustHCS (TrustHCS). UMMC plans to continue using other vendors for specialty needs as appropriate.

In addition to this request, UMMC has submitted for consideration a separate service agreement with TrustHCS. UMMC seeks to simultaneously contract with multiple coding vendors to provide UMMC with coding and denial services to make sure that UMMC has appropriate coverage for all coding needs.

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

Purpose: The purpose of the agreement is for the provision of professional fee coding, outpatient coding, and denial reviews as needed. Medical coders assign the correct code to describe the type of service a patient will receive. This is necessary to make sure UMMC is charging appropriately for services provided. Coders also work as denial specialists, including responsibility for following up directly with commercial and governmental payers to resolve any billing issues and secure appropriate reimbursement.

Scope of Work: Under the Agreement, UASI will:
• provide professional coding and denial reviews augmentation for all departments of UMMC as requested;
• require its employees to sign UMMC’s non-disclosure agreement;
• provide a coding solution to meet current operating system specifications;
• require its employees to code all records utilizing the appropriate guidelines;
• provide one (1) account manager to manage the project;
• provide trained, credentialed, and certified staff;
• maintain a 95% accuracy for all services; and
• provide ongoing coding training to UMMC staff.

Term of Contract: The term of the agreement is five (5) years, from April 1, 2012, through March 31, 2026.

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

Contract Amount: The total estimated cost of the agreement is $3,800,000 over the five (5) year term. This includes a ten percent (10%) overage for potential volume increases, as well as price increases beginning in year three (3). Fees are based on hourly rates for the individual practice areas included in the agreement.

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

Contractor Selection Process: In February 2020, UMMC conducted Request for Proposal (RFP) No. 8020 for Remote Professional Coding Services. Seven (7) bidders submitted proposals, including ARMCO Partners; Enhanced Medical Revenue, LLC; Harmony Healthcare, LLC; InterHealth Solutions, Inc.; The Coding Network, LLC; TrustHCS; and UASI. InterHealth was disqualified as it did not offer all services required by the RFP, including anesthesia coding. Proposals were evaluated based upon cost and quality so that the lowest and best proposals would be selected. The following reflects the scoring for the proposals. The overall scores indicated below are based upon criteria including cost as well as other factors.

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The total requested contract cost above differs from the cost used for RFP cost comparison as UMMC has included overage for potential volume increases in the projected contract 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 The University of Mississippi Medical Center and United Audit Systems,
Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

12. **USM – REQUEST FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH UNIVERSITY MALL, LLC**

**Agenda Item Request:** The University of Southern Mississippi requests approval to enter into a 3-year lease agreement with *University Mall, LLC* for the use of 27,030 sq. ft. of storage space, located at 3818 Hardy Street, in Hattiesburg, MS. This space will be used to store furnishings and fixtures from various buildings in preparation for ongoing renovation work and planned future projects. This space will also be used to store under-utilized library materials and books, in addition to, the storage of props and set furnishings for the department of Theatre and Dance and their productions. The cost will be $10.0409412/per sq. ft. for a total of $271,406.64 annually. In addition, the university also requests permission to pay the monthly lease payment in advance on the 1st of the month in accordance with IHL Policy 707.03.

**Contractor’s Legal Name:** University Mall, LLC

**History of Contract:** New Lease to replace existing lease

**Specific Type of Contract:** Lease Contract

**Purpose:** This space will be used to store furnishings and fixtures from various buildings in preparation for renovation work. Also, this space will be used to store under-utilized library materials and books, in addition to, the storage of props and set furnishings for the department of Theatre and Dance and their productions. This proposed lease will replace an existing lease agreement for a portion (14,550 sq. ft.) of the proposed lease premises (27,030 sq. ft.), and allow the University to satisfy its need for additional storage on a similar price/sq. ft. rate, while providing additional flexibility to the University in termination options in the event University’s needs change in the future.

**Scope of Work:** Landlord will provide USM 27,030 square feet of leasable space.

**Term of Contract:** Three (3) years, with an option to renew for two (2) additional one (1) year terms.

**Termination Options:** This agreement will automatically cease at the end of the three (3) year term if Lessee does not exercise the renewal option, or upon the termination of up to two (2) one (1) year renewal term(s). After the first two (2) years of the lease, the Lessee has the right to terminate the lease upon giving Lessor three (3) months prior written notice of intention to terminate. Either party may terminate this lease for breach of the lease by the other party. If the lease premises becomes untenable due to damage, USM may terminate the lease. If the premises or a material portion of USM’s parking be taken by eminent domain, then USM may terminate the lease.
**Contract Amount:** The terms are $10.0409412/per sq. ft. for a total of $271,406.64 annually, payable in monthly installments of $22,617.22 on the first day of each month, during the initial term and any renewal term. The University will be responsible for utility costs for the Lease Premises during the term of the Lease.

**Funding Source for Contract:** General funds

**Contractor Selection Process:** N/A

**Cost Benefit Analysis:** University looked at several potential sites which were more expensive and/or did not fit the needs of the University. This site is very close to the campus, has a demonstrated ability to satisfy University’s need for climate-controlled storage, including specific humidity control requirements, as well as loading dock access.

**Staff Recommendation:** Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. Legal Staff has reviewed the proposed Agreement between The University of Southern Mississippi and University Mall, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

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

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

APPROVAL OF OTHER REAL ESTATE REQUESTS

1. USM – Delete from Inventory – Building #994 (Greenhouse) – Gulf Park Campus

Project Request: The University of Southern Mississippi requests approval to delete from inventory Building #994 (Greenhouse).

Justification: USM is demolishing a greenhouse located behind the Gulf Park Physical Plant on Chimney Pass. The 575 square foot structure is in a state of disrepair and no longer needed.

The approval letter has been received from the Mississippi Department of Archives and History stating Building #994 is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the Office of Real Estate and Facilities. The University of Southern Mississippi is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

Staff Recommendation: Board staff recommends approval of this item.
2. **USM – Delete from Inventory – Building 22 Marine Operations – Gulf Coast Research Lab Campus – Ocean Springs, MS**

**Project Request:** The University of Southern Mississippi requests approval to delete from inventory Building 22 Marine Operations. This building is a 2 story, reinforced concrete frame building located at the Gulf Coast Research Lab in Ocean Springs, MS.

**Justification:** USM is demolishing Building 22 Marine Operations because it was damaged by Hurricane Zeta and had an extensive backlog of deferred maintenance prior to the hurricane.

The approval letter has been received from the Mississippi Department of Archives and History stating Building 22 is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the Office of Real Estate and Facilities. The University of Southern Mississippi is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

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

3. **USM – Delete from Inventory – Building 43 Toxicology Quonset Hut – Gulf Coast Research Lab Campus – Ocean Springs, MS**

**Project Request:** The University of Southern Mississippi requests approval to delete from inventory Building 43 Toxicology Quonset Hut. This building is a metal storage building located at the Gulf Coast Research Lab in Ocean Springs, MS.

**Justification:** USM is demolishing Building 43 Toxicology Quonset Hut because it was destroyed by Hurricane Zeta and is unusable.

The approval letter has been received from the Mississippi Department of Archives and History stating Building 43 is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the Office of Real Estate and Facilities. The University of Southern Mississippi is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

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

Mississippi State University requests permission to modify its 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. This Modification #1 will extend the term of the contract for one (1) additional year or through March 19, 2022. The rate of pay for attorneys remains at $275 per hour and $125 per hour for paralegals with a maximum amount payable under this one-year term of $50,000. This firm carries professional liability insurance in the amount of $15,000,000 per claim with an annual aggregate of $30,000.00. This modification has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

2. MSU – APPROVAL TO CONTRACT WITH JONES WALKER, LLP AS OUTSIDE COUNSEL

Mississippi State University requests permission to enter into a 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. The term of the contract will be for one (1) year or through March 19, 2022. 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 with a maximum amount payable of $50,000. This firm carries professional liability insurance in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. This contract has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

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

Mississippi State University requests permission to modify a contract with Ware | Immigration to provide services necessary in preparing labor certification documents on behalf of Mississippi State University for its employees who seek permanent residence status and related immigration matters. This contract originated March 21, 2013, renewed by Modifications 1-7, extending through March 20, 2021. Modification #8 will extend the term of the contract for one (1) year or through March 20, 2022. The maximum amount payable under this term is $50,000 and the current fee schedule is provided below. All other provisions of the Agreement for Legal Services dated March 21, 2013, shall remain in effect. This firm carries professional liability
insurance in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000.
The proposed modification has been approved by the Office of the Attorney General.

**Schedule of Legal Fees for Academia**

### Nonimmigrant Petitions and Processes

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>H-1B petition</td>
<td>$2250.00*</td>
</tr>
<tr>
<td>H-1B extension or amendment petitions (we handled original petition)</td>
<td>$2250.00*</td>
</tr>
<tr>
<td>H-1B withdrawal</td>
<td>$200</td>
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<tr>
<td>H-4 EAD (Employee may pay)</td>
<td>$750</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>TN petition or border/consulate processing</td>
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</tr>
<tr>
<td>TN extension petition (we handled original)</td>
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<tr>
<td>E-3 petition or consular processing</td>
<td>$2250.00</td>
</tr>
<tr>
<td>E-3 extension petition (we handled original)</td>
<td>$2250.00</td>
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<tr>
<td>O-1 petition</td>
<td>$4250.00</td>
</tr>
<tr>
<td>O-1 extension or amendment petition (we handled original)</td>
<td>$3000.00</td>
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<tr>
<td>J-1 waiver (IGA or hardship)</td>
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<td>J-1 waiver (Conrad)</td>
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<tr>
<td>J-1 waiver (no objection)</td>
<td>$1500.00</td>
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<tr>
<td>I-539 Fee for Dependents (Employee may pay)</td>
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### Permanent Residence Process with Labor Certification: Faculty

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<tr>
<th>Service</th>
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<tbody>
<tr>
<td>Special Handling labor certification</td>
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<tr>
<td>(If position must be readvertised)</td>
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<tr>
<td>Additional fee if audited</td>
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<tr>
<td>Immigrant petition (I 140)</td>
<td>$2500.00</td>
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### Permanent Residence Process with Labor Certification: Non-Faculty

<table>
<thead>
<tr>
<th>Service</th>
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</thead>
<tbody>
<tr>
<td>Labor certification</td>
<td>$5000.00</td>
</tr>
<tr>
<td>Additional fee if audited</td>
<td>$500-1500.00</td>
</tr>
<tr>
<td>Additional fee if subject to supervised recruitment</td>
<td>$2500.00</td>
</tr>
</tbody>
</table>
Immigrant petition $2500.00

Permanent Residence Process: Outstanding Professors and Researchers

Immigrant petition $6000.00

Permanent Residence Process: National Interest Waiver

Immigrant petition $6000.00

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

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

Adjustment of status (AOS) and related applications (I-765, I-131, etc.), principal $2500.00

“Standalone” AOS and related applications, principal $3000.00

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

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

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

“Standalone” adjustment of status, child $2000.00

Reschedule biometrics appointment $150.00

Reschedule adjustment of status interview $150.00

I 485 J (standalone cases) $1500.00

Employment Authorization and Advance Parole Renewal

Employment Authorization Renewal per individual $500.00

Advance Parole Renewal per individual $500.00

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

Such matters will be billed at our hourly rates:

David Ware per hour billed $350.00

WI Partners per hour billed $250.00

Associate Attorneys per hour billed $175.00

Paralegals per hour billed $100.00

STAFF RECOMMENDATION: Board Staff recommends approval of this item.
4. **USM – APPROVAL TO AMEND CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to amend the Contractual Agreement entered into on July 1, 2019, with Butler Snow LLP, as outside counsel to perform services as necessary in the practice areas of taxation, intellectual property and commercial matters, including trademark, copyright and patent matters; commercial and regulatory matters; litigation, including but not limited to disputes relating to issues with the Federal Emergency Management Agency (FEMA); human resource matters, faculty, student, personnel and employment issues, general administrative matters, general legal advice, and investigations at the request of the University in matters involving various legal issues. The term of that contract is two years. The total amount payable for attorneys' fees, pursuant to the original Contractual Agreement, was not to exceed $50,000.00 during the period between July 1, 2019 and June 30, 2020, and $50,000.00 during the period between July 1, 2020 and June 30, 2021, for a total amount of $100,000.00 for the contract term. This amendment will increase the authorized attorney's fees for the period between July 1, 2020 and June 30, 2021 from $50,000.00 to $100,000.00 and the total amount of attorney’s fees payable under the contract from $100,000.00 to $150,000.00. The necessity for this increase relates to pending legal matters, including ongoing litigation. These fees and expenses may be paid from funds from indirect costs associated from various University grants and/or University general operating accounts. All other provisions of the contract dated July 1, 2019 remain unchanged. This amendment has been approved by the Office of the Attorney General.

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

5. **MVSU – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH THE MVSU JAMES HERBERT WHITE FOUNDATION**

IHL Board Policy 301.0806 University Foundation/Affiliated Entity Activities requires that each University enter into a formal contractual Affiliation Agreement with its development foundations, research foundations, athletic foundations, alumni associations and any other similar university affiliated entity in a form approved by the Board. This Affiliation Agreement shall be reviewed for approval by the Board at least every five (5) years or anytime there are substantive changes made to an Agreement. Mississippi Valley State University requests Board approval of the below proposed affiliation agreement between the University and the MVSU James Herbert White Foundation. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees Policies and Bylaws.
AFFILIATION AGREEMENT
BETWEEN
MISSISSIPPI VALLEY STATE UNIVERSITY
AND
MISSISSIPPI VALLEY STATE UNIVERSITY
JAMES HERBERT WHITE FOUNDATION

This Agreement is made and entered into effective this __ day________, 2021 (the effective date) by and between Mississippi Valley State University, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and The Mississippi Valley State University James Herbert White Foundation, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the "Foundation"). This Agreement is designed to govern the relationship between the University and the Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Foundation and the Foundation will provide certain support and services for and on behalf of the University.

PREAMBLE

WHEREAS, the Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Articles of Incorporation dated April 28, 2020, a copy of which is attached to this Agreement as Exhibit A;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c)(3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the "Board" or "IHL") Policy 301.0806 (the "Policy");

WHEREAS, the Board Policy acknowledges that the independent nature of the Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the Foundation has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Foundation do hereby agree as follows:
ARTICLE 1. UNIVERSITY PERSONNEL AND SERVICES

1.1 The President of the University and the University's chief advancement officer shall serve ex officio as a non-voting member of the Foundation's Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Foundation's Board of Directors.

1.2 Annually, the President of the University shall certify to the Foundation a list of University employees who are authorized to request disbursements from the Foundation. Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures.

1.3 The President of the University shall submit a request to the Foundation for utilization of University unrestricted gifts received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by the University, incorporate the University's request into its operating budget and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University President and/or the University Vice President of Advancement (or equivalent position), shall routinely update key Foundation personnel on the University initiatives involving private support to ensure that Foundation and University personnel are informed of fund-raising needs and objectives.

1.4 The Foundation may utilize, with the approval of the President of the University, such University administrative, professional, and other employees from time to time as are needed to carry out the purposes of the Foundation as agreed by the University.

1.5 Subject to the availability of funding and the budget process, the University agrees to provide the Foundation with resources suitable in the University's judgment for the accomplishment of the Foundation's activities for the University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of the University and the Foundation. No provision in this Agreement shall be construed to give the Foundation any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to the Foundation under the terms of this agreement shall remain the property of the University unless sold, conveyed or transferred to the Foundation by way of a separate written agreement.
1.6 The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the President of the University and the Director of the University's Licensing Program. To assist the Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

1.6 (a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation.
1.6 (b) An exclusive, transferable license to use University trademarks, service marks and trade names historically associated with the Foundation.
1.6 (c) The designation of the Foundation as a University affiliated entity.
1.6 (d) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Foundation in discharging its obligations under this Agreement.

1.7 The Foundation's Board of Directors determines and/or approves all hiring, assessment, compensation and termination decisions related to the duties of the Foundation’s Executive Director. If the Executive Director is an employee of the University, the University President does have the authority to hire or terminate him/her as it relates to his/her official capacity and responsibilities as an employee of the University, but not in relation to his/her duties as the Executive Director of the Foundation. The Executive Director may utilize, with the approval of the University President, such University administrative, professional, and other employees from time to time as are needed to carry out the purposes of the Foundation.

ARTICLE 2. FOUNDATION OBLIGATIONS

2.1 The Foundation's primary purpose is to provide support to the University in accord with the provisions of its Articles of Incorporation and By-laws, which support includes, but is not limited to, researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its charitable, scientific and educational purposes.

2.2 The Foundation, acting through its Board of Directors and staff, shall assist the University's Office of Advancement in its fund-raising activities and development programs with individuals, corporations, foundations, governmental and other external organizations.
2.3 The Foundation, acting through its Board of Directors and staff, shall solicit and transfer funds for the purchase of University equipment and supplies; for the construction, renovation and improvement of the University's physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities. When soliciting funds on behalf of the University, the Foundation agrees to accept only those gifts that are consistent with the University's missions, goals and obligations.

2.4 The Foundation agrees that it may only use its resources to advance the University’s mission as outlined in its Articles of Incorporation. The Foundation further agrees that it may not amend its Articles of Incorporation or By-Laws during the life of this Agreement unless the University consents to the proposed amendment.

2.5 The Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation, and shall keep accurate and current records of all such contributions made directly to the Foundation. Assets of the Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Foundation records. Such rights shall be afforded to the IHL, if so desired.

2.6 The Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed 5 years.

2.7 The Foundation agrees to manage all funds in its control in a fiscally sound and prudent manner.

2.8 The Foundation agrees to maintain its financial and accounting records, including thorough documentation of donor intent, in accordance with Generally Accepted Accounting Principles. The Foundation agrees to retain all books, accounts, reports, files and other records of the Foundation relating to this Agreement, the operation and management of the Foundation or any funds contributed to, received by, expended by, or managed by the Foundation, and to make such records available at all reasonable times for inspection and audit by the University President or his/her designees, during the term of and for a period of five years after the completion of this Agreement. Such records shall be provided at the University’s Office of Advancement, or such other location as designated by the University upon reasonable notice to the Foundation. To the extent that information is inspected, reviewed or received by the President or his/her designees, with respect to the identity of donors, sponsors, or members who have expressly stated they wish to remain anonymous, with respect to any
information relating to the identification, cultivation and solicitation of donors, sponsors, or members, with respect to personal, commercial, or proprietary information relating to a donor or member or his/her family or business, or trade secrets associated with donors or entity functions, or with respect to any personal, commercial or proprietary information provided to the Association by third parties (collectively “Confidential and Trade Secret Information”), such information shall be treated as confidential by the President and by any designee who may review or acquire such information. The President is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit the University determines that University funds or resources have been expended for purposes inconsistent with this Agreement, the Foundation, upon demand by the University, shall reimburse the University for such misused funds, and the University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL, and further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor or members shall be made by the IHL acting upon its minutes. The University and/or the University’s Executive Officers shall promptly notify the Board and Commissioner of Higher Education if the entity refuses or fails to produce and information requested by the University and/or the University’s Executive Officers.

2.9 The Foundation shall maintain its separate financial and accounting records in accordance with generally accepted accounting principles applicable for its industry. The Foundation must cause to be prepared annual financial statements of its condition, which shall include such detail as the IHL Board may from time to time require; The Foundation must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the its annual financial statements; The Foundation shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the Foundation's fiscal year, to the affiliated university's IEO and to IHL; However, submission of the Foundation's annual audited financial statements will be required when necessary for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR); Those Entities (including the Foundation) which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Associate Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university's IEO and to the IHL, along with a list of Foundation officers, directors or trustees, by October 15 of each year; The IHL Board's Associate Commissioner of Finance and Administration shall notify the Foundation of the applicability of the
October 15 deadline as far in advance of the deadline as possible each year; The CPA firm to be utilized by the Foundation must be in good standing with the Mississippi State Board of Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the IEO or his/her designee; However, at the request of the Foundation, the IEO of a university, with the approval of the IHL Board, may grant a request of the Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Foundation and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Foundation in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

2.10 The Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Foundation, including all such trademarks, service marks and trade names historically associated with the Foundation.

2.11 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time, entitled “Conflict of Interest Transaction,” university conflict of interest policies, and which addresses transactions with University or Foundation staff.

2.12 The Foundation shall immediately deposit into the appropriate University account any funds which are sent to the Foundation but which are clearly intended to be funds designated for a University account. In such an instance, the Foundation shall issue, on behalf of the University, a University development receipt. No University assets will be managed by the Foundation.

2.13 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Foundation.
2.14 The Foundation shall provide the President reasonable notice of any regular, annual, or special meetings of its board of Directors or of its Executive Committee, and the President or his/her designee shall have the right to attend any such meetings as well as the meeting of any other Foundation committees.

2.15 The Foundation shall not accept any gift, donation or grant or enter into any transaction that creates any liability for the University, without advance written approval of the University President.

2.16 No member of the Foundation may encumber the University’s funds or otherwise bind the University in any way.

2.17 The Foundation shall maintain an appropriate methodology under which all gifts, grants, endowments and other assets are accepted and accounted for, an appropriate procedure to determine how income related to those assets is computed and distributed to the University, and the terms under which any portion of such assets or the income related thereto may be used for the operating or other expenses of the Foundation.

2.18 All gifts made to the University shall be accounted for and ownership maintained by the University, even though they may be managed by the Entity.

2.19 The Foundation, pursuant to a jointly endorsed Gift Acceptance Policy, will keep the University information about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds.

2.20 The University shall ensure that gift funds distributed by the Foundation are used in a timely manner in compliance with donor intent and that the University provide the Foundation’s staff and auditors access to records and accounts needed to monitor and verify use of gift funds.

ARTICLE 3. COMPLIANCE

3.1 The Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the Board.

ARTICLE 4. REPORTING

4.1 The Foundation shall, by December 1 of each year during this Agreement, submit to the University President and to the IHL its annual audited financial statements for the prior fiscal year as set forth in Section 2.9 of this Agreement. Such submission shall also include a list of Foundation officers, directors or trustees.
4.2 The Foundation may not underwrite, pay, or provide additional compensation to the University President or any IHL system office employee without the prior approval of the IHL Board. Any such request for approval shall be made through the IHL Commissioner to the IHL Board. This provision does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees, such as professorships, chairs, and other programmatic support if that compensation is included in the University’s annual budget. As to other university employees, no form of additional compensation may be provided by the Foundation without the prior approval by the University President. All such approvals by the University President must be reported to the IHL Board at its next official meeting. The Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty, athletic staff, or other University employees, it being agreed that any such payments shall only be made through the University's payroll system and with Presidential approval.

4.3 The Executive Director shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

1. The Foundation has materially breached any of its contractual obligations under the Agreement;
2. The Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Foundation or upon its status as a tax-exempt organization; or
6. The Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full-time employee of the Foundation, or any Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of $50,000 in any calendar year; the previous sentence creates a duty for the Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.
4.4 The Executive Director shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The Executive Director shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Executive Director will immediately notify, in writing, the President of the University.

ARTICLE 5. TERMINATION AND RENEWAL

5.1 This Agreement shall have a term of five years, if not renewed by mutual consent of the parties before that date.

5.2 The governing documents of the Foundation, including but not limited to articles of incorporation, bylaws, or articles of organization shall provide that upon dissolution of the Foundation, all of its assets be transferred to the University for one or more public purposes exclusively for the use and benefit of the University or another entity identified by the President and approved by the IHL Board or identified by the IHL Board for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the University. Any exceptions to this requirement must be approved by the IHL Board.

5.3 This Agreement may be terminated by the President with prior approval of the IHL Board, for specified material non-compliance with or breach of the Agreement or applicable policies of the University or IHL. In such cases, the President must provide the Foundation ninety (90) day notice and work with the staff and board of the Foundation in that period to cure the breach in advance of termination. In the event of termination, the Foundation 1) will remit all unrestricted gift funds to the University for one or more public purposes exclusively for the use and benefit of the University or to another entity designated by the President for one or more exempt purposes within the meaning of section 501 (c )(3) of the Internal Revenue Code, or the corresponding section of any future tax code provided such purposes are exclusively for the use and benefit of the University, 2) cease to use the University’s name, or registered marks or logos without the written approval of the President, and 3) provide the IHL, the University, or other entity designated by the IHL or President with any records, accounts, or other materials requested by the President or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of Confidential and Trade Secret Information.

ARTICLE 6. MISCELLANEOUS PROVISIONS
6.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

6.2 The parties agree that the Foundation is not the agent or employee of the University and nothing in this Agreement creates an employment or other agency relationship between the parties.

6.3 Neither the University nor the Foundation shall have any liability for the obligations, acts, or omissions of the other party.

6.4 The parties agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

6.5 The University and Foundation agree that the Foundation's donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation to the University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Notwithstanding Section 2.12 above, unless required to disclose such information by applicable law, the University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Foundation.

6.6 In the performance of this Agreement, the Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

6.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

6.8 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

6.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of
that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

6.10 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

6.11 The Foundation's obligations and all provisions set forth pursuant to this Agreement shall apply to any and all entities owned or controlled by the Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37 101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the university and the Foundation which owns or controls the special purpose entity.

ARTICLE 7. INDEMNIFICATION

7.1 The Foundation agrees to indemnify and hold harmless the University, including its agents and employees from any and all claims, demands, suits, or liabilities of any nature, or on account of any of the actions or inactions in or about the licensed premises. The Foundation agrees to reimburse the University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

ARTICLE 8. INSURANCE

8.1 The Foundation shall maintain the following types of insurance in such amounts as are reasonable and agreed upon by the parties.

1. Directors and Officers liability insurance (in such amount as determined by the Foundation) for the benefit of members of the Board of Directors and Foundation Officers, while performing as such.

2. Commercial General Liability insurance in such amount as reasonably relates to the risk of liability from operations and in such amount as reasonably is acceptable to University.

3. Cyber Liability Insurance in a reasonable amount that covers breach response obligations, including forensics, as well as any liability
arising from violation of any privacy laws. This insurance is not required if no data or information, which is/are the subject of privacy laws, is maintained in the Foundation’s possession.

4. Workers compensation insurance as required by any applicable laws.

8.2 The University and the Board of Trustees of State Institutions of Higher Learning shall be named additional insureds on the liability policies listed above.

8.3 The insurance policies listed above shall be with insurers authorized to provides such insurance in Mississippi and shall be with insurers have an AM Best’s rating of A VIII or better.

8.4 Proof of coverages shall be provided to University upon request and by mail to IHL at: Attn: Risk Management, 3825 Ridgewood Road, Jackson MS 39209.

ARTICLE 9. NOTICE

9.1 Any notice to either party hereunder shall be in writing signed by the party given it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail or when sent by Federal Express or a comparable service, or hand- delivered, when addressed as follows or to such other addressee as may be hereafter designated by written notice.

University:
Dr. Jerryl Briggs, Sr.
President
Office of the President
14000 Hwy. 82 West #7272
Itta Bena, MS 38941

Foundation:
Jean Cadney
President, Board of Directors
MVSU James H. White Foundation
14000 Hwy, 82 West #7271
Itta Bena, MS 38941

With copy to:
Van Gillespie
Associate Commissioner of Legal Affairs,
Risk Management, and Special Projects
3825 Ridgewood Rd.
Jackson, MS 39211

With copy to:
Patrick Austin
Executive Director
MVSU James H. White Foundation
14000 Hwy, 82 West #7271
Itta Bena, MS 38941

IN WITNESS WHEREOF, this Affiliation Agreement has been duly executed effective on the date last signed below.

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

1. **Change of Status**

   **University of Southern Mississippi**
   Milly Kate Howard, from Assistant Vice President Enrollment Services and Dean of Admissions; salary of $140,000 per annum, pro rata; E&G Funds; 12-month contract; to Associate Vice President for Student Affairs and Dean of Admissions; salary of $140,000 per annum, pro rata; E&G Funds; 12-month contract; effective March 1, 2021

2. **Sabbatical**

   **Mississippi State University**
   Toby Bates; Associate Professor of History; salary $68,465.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

   Richard Blackbourn; Professor of Educational Leadership; salary $152,891.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

   Kristin Boyce; Associate Professor of Philosophy and Religion; salary $64,928.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective January 1, 2022 to May 15, 2022; professional development

   Brandon N. Cline; Associate Professor of Finance and Economics; salary $209,551.00 per annum, pro rata; E&G Funds, Designated Funds and Restricted Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds, Designated Funds and Restricted Funds; effective August 16, 2021 to December 31, 2021; professional development

   Michael E. Colvin; Associate Professor of Wildlife, Fisheries and Aquaculture; salary $84,830.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

   Adele Crudden; Professor of Sociology; salary $106,200.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective August 16, 2021 to December 31, 2021; professional development
Stephen Demarais; Professor & Taylor Endowed Chair of Wildlife, Fisheries and Aquaculture; salary $150,000.00 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

Lara Dodds, Professor of English; from salary $74,917.00 per annum, pro rata; E&G Funds; 9-month contract; to $37,458.50 per annum, pro rata during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021 and January 1, 2022 to May 15, 2022; professional development

Philip Edward French; Professor and Department Head of Political Science and Public Administration; salary $163,500.00 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

Lamiaa El-Fassi; Associate Professor of Physics and Astronomy; salary $78,110.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective January 1, 2022 to May 15, 2022; professional development

Marita Gootee; Professor of Art; salary $79,645.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

Mark D. Hersey; Associate Professor of History; from salary $74,252.00 per annum, pro rata; E&G Funds; 9-month contract; to salary $18,563.00 per annum, pro rata during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021 and January 1, 2022 to May 15, 2022; professional development

William W. Hill II; Professor of Marketing; salary $122,795.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

Frederico Hoffmann; Associate Professor of Biochemistry, Molecular Biology, Entomology and Plant Pathology; salary $83,379.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

Holly Johnson; Professor of English; salary $73,176.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development
Bryan A. Jones; Associate Professor of Electrical and Computer Engineering; from salary $97,015.00 per annum, pro rata; E&G Funds; 9-month contract; to salary $48,507.50 per annum, pro rata during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021 and January 1, 2022 to May 15, 2022; professional development

Michael Kardos; Professor of English; salary $73,644.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

Masoud Karimi; Associate Professor of Electrical and Computer Engineering; from salary $104,650.00 per annum, pro rata; E&G Funds; 9-month contract; to salary $52,325.00 per annum, pro rata during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021 and January 1, 2022 to May 15, 2022; professional development

Sang Joon Lee; Associate Professor of Instructional Systems and Workforce Development; salary $70,696.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

Younghan Lee; Associate Professor of Kinesiology; from salary $71,567.00 per annum, pro rata; E&G Funds; 9-month contract; to salary $35,783.50 per annum, pro rata during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021 and January 1, 2022 to May 15, 2022; professional development

Shengfa F. Liao; Associate Professor of Animal and Dairy Sciences; salary $78,350.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

David C. May; Professor of Sociology; salary $106,191.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective August 16, 2021 to December 31, 2021; professional development

Florencia Meyer; Associate Professor of Biochemistry, Molecular Biology, Entomology and Plant Pathology; salary $81,341.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

Beth Richardson Miller; Professor & Director of Interior Design; salary $104,855.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development
Keith Moser; Professor of French and Francophone Studies; salary $72,161.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

Zhujun Pan; Assistant Professor of Kinesiology; salary $63,141.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

Prakash N. Patil; Professor of Mathematics and Statistics; salary $94,221.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

Chuanxi Qian; Professor of Mathematics and Statistics; salary $98,787.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

Margaret Ralston; Assistant Professor of Sociology; salary $68,841.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective January 1, 2022 to May 15, 2022; professional development

Kenneth Deon Roskelley; Professor of Finance and Economics; salary $170,246.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

Karim Simpore; Associate Professor of Classical and Modern Languages and Literature; salary $62,275.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

H. Colleen Sinclair; Associate Professor of Psychology; salary $78,340.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective January 1, 2022 to May 15, 2022; professional development

Peter Summerlin; Associate Professor of Landscape Architecture; salary $75,454.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

J. Edward Swan II; Professor of Computer Science and Engineering; salary $130,943.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development
Chuji Wang; Professor of Physics and Astronomy; salary $99,120.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

Mark E. Welch; Professor of Biological Sciences; salary $86,098.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021; professional development

Wei-Chieh Wayne Yu; Assistant Professor of Instructional Systems and Workforce Development; salary $57,002.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2022 to May 15, 2022; professional development

Wei Zhai; Associate Professor of Poultry Science; salary $88,540.00 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G funds; effective January 1, 2022 to May 15, 2022; professional development

Li Zhang; Associate Professor of Civil and Environmental Engineering; from salary $98,637.00 per annum, pro rata; E&G Funds; 9-month contract; to salary $49,318.50 per annum, pro rata during sabbatical period; E&G Funds; effective August 16, 2021 to December 31, 2021 and January 1, 2022 to May 15, 2022; professional development

Mississippi University for Women
Kristie DiClemente; Assistant Professor of History; salary $47,000 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 11, 2021 to December 31, 2021; professional development

Ghanshyam Heda; Professor of Biology; salary $54,224 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 4, 2022 to May 10, 2022; professional development

Thomas Velek; Professor of History; salary $68,855.10 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 4, 2022 to May 10, 2022; professional development

University of Mississippi
Patrick Alexander; Associate Professor of English and African American Studies; salary $74,658 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development
Kevin Beach; Associate Professor of Physics and Astronomy; *from* salary $76,306 per annum, pro rata; E&G Funds; 9-month contract; *to* salary $38,153 per annum, pro rata during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021 and January 24, 2022 to May 14, 2022; professional development

Matt Bondurant; Associate Professor of English; salary $74,677 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Tony Boudreaux; Director of the Center for Archaeological Research and Associate Professor of Anthropology; salary $75,522 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; effective August 23, 2021 to December 31, 2021; professional development

Joshua Brinlee; Associate Professor of Art and Art History; salary $61,021 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Valerio Cappozzo; Associate Professor of Modern Languages; *from* salary $62,533 per annum, pro rata; E&G Funds; 9-month contract; *to* salary $31,266 per annum, pro rata during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021 and January 24, 2022 to May 14, 2022; professional development

Kate Centellas; Croft Associate Professor of Anthropology; salary $69,529 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

James Cizdziel; Associate Professor of Chemistry and Biochemistry and Coordinator of Forensic Chemistry; salary $82,936 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Erin Drew; Associate Professor of English; salary $65,518 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Scott Fiene; Assistant Dean for Curriculum and Assessment and Associate Professor of Integrated Marketing; salary $112,234 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Jason Hoeksema; Professor of Biology; salary $88,423 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development
David Holben; Professor of Nutrition and Hospitality Management; salary $126,625 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Ian Hominick; Professor of Music; salary $78,581 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Joshua Howard; Croft Professor of History and Director of the Interdisciplinary Minor in East Asian Studies; from salary $92,921 per annum, pro rata; E&G Funds; 9-month contract; to salary $46,460 per annum, pro rata during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021 and January 24, 2022 to May 14, 2022; professional development

Laura Johnson; Professor of Psychology; salary $81,617 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Hyunwoo Joung; Associate Professor of Nutrition and Hospitality Management; salary $77,933 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Thai Hoang Le; Assistant Professor of Mathematics; salary $63,933 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development (Contingent on being awarded tenure by July 1, 2021.)

Matt Long; Professor of Art; salary $81,096 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Paul Loprinzi; Associate Professor of Health, Exercise Science, and Recreation Management; salary $84,618 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Rebecca Marchiel; Assistant Professor of History; salary $57,171 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development (Contingent on being awarded tenure by July 1, 2021.)
Amy McDowell; Associate Professor of Sociology; salary $66,152 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Jos Milton; Associate Professor of Music; salary $63,572 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Timothy Nordstrom; Professor of Political Science; salary $93,910 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Catarina Passidomo; Associate Professor of Southern Studies and Anthropology; salary $66,154 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Paul Polgar; Assistant Professor of History; salary $58,123 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development (Contingent on being awarded tenure by July 1, 2021.)

William Resetarits, Jr.; Professor and Doherty Chair in Freshwater Biology; salary $175,100 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development

Jarod Roll; Professor of History; from salary $92,134 per annum, pro rata; E&G Funds; 9-month contract; to salary $46,067 per annum, pro rata during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021 and January 24, 2022 to May 14, 2022; professional development

Annette Trefzer; Associate Professor of English; from salary $75,190 per annum, pro rata; E&G Funds; 9-month contract; to salary $37,595 per annum, pro rata during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022 and August 23, 2022 (or start of contract date) to December 31, 2022; professional development

Feng Wang; Associate Professor of Computer and Information Science; salary $95,297 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development

Bing Wei; Professor of Mathematics; salary $92,164 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 24, 2022 to May 14, 2022; professional development
Julie Wronski; Assistant Professor of Political Science; salary $59,920 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 23, 2021 to December 31, 2021; professional development (Contingent on being awarded tenure by July 1, 2021.)
1. **BLUE MOUNTAIN COLLEGE – APPROVAL OF STAGE I APPLICATION DECLARATION OF INTENT/NEED TO ESTABLISH A NEW PROFESSIONAL NURSING PROGRAM**

In accordance with (a) and (b), Miss. Code (1991 Supp. § 37-129-1, et seq. which “empowers the Board of Trustees of State Institutions of Higher Learning to establish rules and regulations and promulgate uniform standards for accreditation of schools of nursing.”

In accordance with Miss. Code, approval is requested for Stage I Application – declaration of intent/need to establish a program of professional nursing for Blue Mountain College.

Blue Mountain College has completed the first stage in a three-stage process for establishing a registered nursing program. A completed application for Stage I has been submitted which declares their intent and provides supportive evidence of the need for a Baccalaureate Degree Nursing Program with two program options: BSN (pre-licensure); RNBSN (post-licensure). The application includes approval from the institution’s governing board, establishment of a local advisory committee, evidence of obtaining professional advice from qualified nurse educators, substantive evidence of need for establishment of a new program, current institutional catalog, philosophy/mission and goals of the institution, vision and purpose for establishing a new nursing program, evidence of full institutional accreditation, educational, physical and fiscal resources (budget), sources for potential students, nursing programs within a fifty-mile radius, data on potential qualified faculty, availability of supporting academic courses, and a tentative timeline for development and implementation of the nursing program.

Notice of Blue Mountain College’s intent/need to establish a new professional nursing program was posted on the IHL website, providing an avenue for public comments and questions. Nursing deans and directors were given an opportunity to provide feedback regarding the proposed BSN and RNBSN program.

A recommendation of approval of Stage I allows the institution to progress to Stage II, establishment of the nursing program, which includes development of the curriculum, hiring a program director, faculty and staff, submission of reports, and a site visit by IHL. Following the site visit, a recommendation is provided to the Board of Trustees regarding Stage II – Qualify for Initial Accreditation, which allows the School of Nursing permission to admit students. Stage III – Qualify for Full Accreditation, occurs during the final semester of the first graduating class, in conjunctions with the national nursing accrediting body.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.
1. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICE CONTRACT WITH HHS ENVIRONMENTAL SERVICES, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Housekeeping Management and Services Agreement with HHS Environmental Services, LLC (HHS) for the provision and management of environmental (housekeeping) services for UMMC facilities in Jackson, Grenada, and Holmes County, including clinical and non-clinical areas. UMMC requests permission to amend the agreement as needed to make changes that may affect contract pricing without seeking prior board approval as long as it does not increase the approved expenditure level. Such changes include, but are not limited to, adding or removing areas to be cleaned by HHS and adjusting the monthly contract price due to additional or unforeseen costs incurred by HHS, expansion of services requested by UMMC, or a three percent (3%) change in UMMC’s annual average facility statistics.

**Contractor’s Legal Name:** HHS Environmental Services, LLC

**History of Contract:** This is a new agreement with HHS. UMMC currently is contracted with Crothall Healthcare, Inc. (Crothall) for the provision of housekeeping services, which will expire April 30, 2021.

On October 15, 2015, the Board approved the service agreement with Crothall for 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 Grenada and Holmes County facilities to the agreement. On October 19, 2017, the Board approved the second amendment to the agreement to add the remainder of UMMC’s facilities in Jackson. On March 31, 2020, UMMC entered into the third amendment to its environmental services agreement with Crothall to allow UMMC the ability to repurpose housekeeping staff in clinical areas to assist with additional housekeeping requirements as a result of COVID-19. On October 15, 2020, the Board approved the fourth amendment to the agreement to extend the term by six (6) additional months. The agreement expires on April 30, 2021.

**Specific Type of Contract:** This is a new service contract with HHS.

**Purpose:** The purpose of the agreement is for HHS to manage environmental services (housekeeping) for UMMC’s Adult and Children’s Hospitals, various ambulatory clinics, as well as educational, research, and service areas in Jackson, Grenada, and Lexington. HHS will provide 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 the agreement, HHS will:
- manage hospital environmental services and provide housekeeping employees for UMMC locations including Adult and Children’s Hospitals, various ambulatory clinics, as well as educational, research, and service areas in Jackson, Grenada, and Lexington;
- provide management positions and housekeeping labor force employed by HHS;
- train, manage and direct all employees in the performance of their duties;
- purchase and provide some equipment necessary to perform services at UMMC;
- supply all housekeeping chemicals and certain cleaning supplies needed to perform the services; and maintain applicable insurance during the term of the agreement.

UMMC will:
- provide access to its facilities and equipment where services are to be performed;
- provide some equipment necessary to perform services at UMMC;
- furnish use of an office and storage space; and
- provide all utilities.

Term of Contract: This agreement is for a term of five (5) years, from May 1, 2021, through April 30, 2026.

Termination Options: Termination options include:
- by agreement of the parties, not later than 140 days from the date HHS requests a price adjustment, if are unable to agree on a price adjustment;
- by HHS, upon fifteen (15) days written notice if complaints regarding undisputed, unpaid fees are not addressed and remedied within fifteen (15) days of written notice to UMMC;
- by either party, for a material breach, if the breach is not addressed and remedied within thirty (30) days of written notice of the breach, upon an additional thirty (30) day notice period;
- by either party, upon 180 days written notice to HHS, after the first (1st) twelve (12) months of the term of the agreement;
- by UMMC upon thirty (30) days’ prior notice for insufficient funds;
- by the non delayed party, upon ten days written notice, if substantial nonperformance continue for more than sixty (60) days due to a force majeure event; and
- immediately if the agreement is assigned to another party without consent of the non-assigning party.

Contract Amount: The total estimated cost of the agreement over the five (5) year term is $98,575,000. Beginning in year 1, UMMC has included a five percent (5%)
annual increase, and a ten percent (10%) increase in year 5 to account for potential supply costs, equipment cost/repair, operational incentive payments, and for potential expansion of square footage during the term. The agreement includes an operational incentive payment program based on cleanliness metrics mutually agreed upon by UMMC and HHS, which shall be assessed and adjusted annually. If HHS does not meet the required threshold, HHS will pay UMMC an operational incentive payment penalty. If HHS exceeds certain thresholds of the agreed upon metrics, UMMC will pay HHS an operational incentive payment bonus. In the total estimated cost calculation, UMMC has included all potential maximum operational incentive payment bonuses.

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

**Contractor Selection Process:** UMMC sought proposals from four (4) vendors contracted with Vizient, UMMC’s primary group purchasing organization: HHS, Xanitos Inc., ABM Healthcare Support Services, Inc., and Crothall Healthcare, Inc. HHS was selected for its overall ability to meet the requested scope of work, including, but not limited to, HHS’s implementation plan, technological capabilities, training processes, onsite recruiter, patient experience program, and onsite infection prevention personnel.

In addition, “cleanliness of hospital” is a key driver in patient experience survey scores in the Hospital Consumer Assessment Healthcare Providers & System (HCAHPS). Patient evaluations of a hospital’s cleanliness reveal how patients and the surrounding community feel about the hospital’s ability to keep its patients safe. As patient experience survey scores are publicly reported, cleanliness has a direct impact on the hospital’s reputation in the community, its patient loyalty, and patient growth. Currently, improvement in UMMC’s cleanliness is its greatest opportunity in achieving higher patient experience survey scores. UMMC conducted a review of other HHS customer facilities around the country, including comparable academic medical centers across the region, and discovered that those facilities outperform UMMC in patient survey HCAHPS scores.

**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 HHS Environmental Services, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
2. **UMMC– REQUEST FOR APPROVAL TO ENTER SERVICES AGREEMENT WITH HEALTHIER MISSISSIPPI PEOPLE, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement (Agreement) with **Healthier Mississippi People, LLC (HMP)** for augmentation of staffing. HMP will provide qualified personnel in various positions as requested by UMMC. Initially, UMMC intends to focus on highest need positions to be filled by HMP employees, including, but not limited to, registered nurses (inpatient, outpatient, and specialty), licensed practical nurses, certified nursing assistants, respiratory therapists, surgical technicians, hospital technicians, medical technologists, certified medical assistants, and medical office assistants.

**Contractor’s Legal Name:** Healthier Mississippi People, LLC

**History of Contract:** In large part, UMMC employs its own staff. However, UMMC, along with other hospitals across the US, has experienced a significant shortage in patient care areas, such as nursing and other clinical positions. The U.S. Bureau of Labor Statistics reports that the shortage is due to “an increased emphasis on preventive care; growing rates of chronic conditions, such as diabetes and obesity; and demand for healthcare services from the baby-boom population, as they live longer and more active lives.” According to the American Journal of Medical Quality, there will be a shortage of 154,018 registered nurses (RN) by 2020 and 510,394 RNs by 2030; the South and West regions are expected to have higher shortage ratios than Northeast and Midwest regions. Furthermore, there is a highly competitive local market for nurses and other health system personnel in the Jackson area. UMMC is actively working to increase its competitiveness in the hiring market. Despite these efforts, filling positions and retaining qualified staff remains a challenge.

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

**Purpose:** The purpose of the Agreement is to augment UMMC’s staffing. HMP will provide qualified personnel in various positions as requested by UMMC. Initially, UMMC intends to focus on highest need positions to be filled by HMP employees, including, but not limited to, registered nurses (inpatient, outpatient, and specialty), licensed practical nurses, certified nursing assistants, respiratory therapists, surgical technicians, hospital technicians, medical technologists, certified medical assistants, and medical office assistants.

**Scope of Work:** Under the Agreement, HMP will provide qualified personnel as requested by UMMC.

**Term of Contract:** The term of the Agreement is five (5) years, from April 1, 2021, through March 31, 2026.
Termination Options: Termination options include the following:
- by agreement of the parties;
- by either party upon ninety (90) dayslerative notice;
- by UMMC if HMP refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, and fails to cure the breach within ten (10) days of receiving written notice from UMMC; and
- in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days.

Contract Amount: The total maximum cost of the Agreement over the five (5) year term is $550,000,000. Fees are based upon flat hourly rates for assigned personnel, as mutually agreed upon by UMMC and HMP.

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

Contractor Selection Process: HMP was formed by and through Healthier Mississippi Collaborative, a Mississippi nonprofit corporation (“HMC”) organized by UMMC with IHL Board approval pursuant to the authority of Miss. Code Ann. § 37-115-50.1 to support and assist UMMC in the fulfillment of its three-part mission. HMP was formed to provide UMMC with supplemental and/or flexible staffing augmentation with respect to qualified personnel in a variety of specialties, all of whom will be employees of HMP.

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

3. UM – REQUEST FOR APPROVAL TO AMEND A FOOD SERVICE AGREEMENT WITH ARAMARK EDUCATIONAL SERVICES, LLC

Agenda Item Request: The University of Mississippi requests approval to enter into an amended and restated contract with Aramark Educational Services, LLC.

Contractor’s Legal Name: Aramark Educational Services, LLC

History of Contract: The University of Mississippi issued a request for proposals in spring 1995. The University received three answers, and Aramark was selected as the University’s food service provider, resulting in the original contract starting August 7, 1995 and running for ten years. The minimum revenue for this contract was $1,000,000 plus commissions. The contract was renewed on July 1, 2003 and ended on June 30,
2007. The minimum revenue for this contract was $1,065,965 plus commissions. The next contract began on July, 1 2007 and was set to end June 30, 2012. The minimum revenue for this contract was $5,012,624 plus commissions. This contract was renewed in July 2011, extending the term through June 30, 2017 and adding an additional $2,910,844 to the contract minimum revenue plus commissions. A second renewal was put in effect on March 28, 2014 extending the contract through March 28, 2024. The 2014 renewal added $7,850,000 to the contract minimum revenue plus commissions.

**Specific Type of Contract:** This will be an amended and restated contract for food services.

**Purpose:** The purpose of this contract is to extend the current contract with Aramark Education Services, LLC.

**Scope of Work:** This contract gives Aramark the exclusive right to food sales on campus.

**Term of Contract:** The term of the contract is for ten years commencing on April 1, 2021 and ending on May 31, 2031.

**Termination Options:** Either party shall have the right to terminate the Contract for convenience at any time by giving the other at least ninety (90) days’ prior written notice of its intent to terminate the Contract; provided, however, that ARAMARK may terminate this Contract only at the end of any academic semester. In the event of insolvency, unavailability of funds, or the filing of a petition in bankruptcy by or against ARAMARK, University shall have the right to terminate the Contract upon the same terms and conditions as a termination for default. In the event that, in University's sole judgment, ARAMARK fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, University will notify ARAMARK, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten day period, ARAMARK must submit, in writing, the reasons why such corrective action has not been completed. University reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the Contract and, if so, University may terminate this Contract by giving ARAMARK at least thirty (30) days’ prior written notice. In the event of a Force Majeure, either Party may terminate the Agreement.

**Contract Amount:** This contract is a revenue sharing arrangement that provides The University of Mississippi with a minimum of $11,550,000 for life of the contract plus commissions on food sales. Revenue over the life of the contract will be realized as follows:
Funding Source for Contract: A funding source is not applicable for this contract as it is a revenue sharing contract.

Contractor Selection Process: The University of Mississippi issued a request for proposals in spring 1995. The University received three answers, and Aramark was selected as the University’s food service provider. The University has enjoyed a long-standing, beneficial contract with Aramark Educational Services, LLC and believes it is advantageous to extend this contract.

The University has appreciated and enjoyed a partnership with Aramark over the years that has benefited our students, faculty, and staff in investment dollars to the campus. During the recent past issues with COVID-19, our students did not miss a meal, and Aramark worked to offer curbside service immediately. They are responsive to our campus needs. We have the best meal plan structure of the campuses that have been researched. We offer the most variety and best portfolio of locations when compared to what other schools offer. Our meal plans offer flexible hours, food choices, and locations around campus.

The University reached out to Chartwells earlier this fall to discuss their service and contracts with other campuses to be sure we wanted to continue service with Aramark and to determine that Aramark is the best partner for our campus. Based on the information found, Chartwells is not as supportive of Greek-affiliated freshmen being offered a lower meal plan than the rest of campus-housed freshmen. They also like to offer their food concepts from their portfolio as this gives them a wider profit margin than to offer popular concepts such as Chick-fil-A. We believe this would create less satisfaction among students, faculty, and staff here at Ole Miss.

The University also reached out to Sodexo and found many of the same restrictions. We researched the campuses that have contracts with Chartwells and Sodexo dining services and found that their meal plan offerings are not as open as the offerings at Ole Miss in their variety offered to campus populations. Ole Miss and Aramark have created a partnership that offers our campus population and visitors the best in choice and price. This includes adapting our meal plan choices as often as needed to fit the needs of our students.
Over the years, our partnership has grown to recognize needs and implement things such as online mobile ordering, a new ordering system for to-go items at various locations, and a partnership with Starship Technologies to introduce autonomous self-driving robots to deliver food from on-campus locations. Through data, along with surveys of our campus population, Aramark has helped us better recognize how and where we should adapt to meet the needs of our campus and focus on matters that are important to our community.

Along with students and the Department of Sustainability, Aramark has continued to support our campus partners, such as “Red, Blue, and Green,” to make the University of Mississippi a greener campus and has maintained status as a Certified Green Restaurant.

Aramark has continued a partnership with the Department of Nutrition and Hospitality Management with internship opportunities for students seeking a B.S. degree in Dietetics and Nutrition, focusing on nutritional and specialized dietary needs.

Aramark has proudly donated hundreds of meals per year to the campus Food Bank along with conducting a “Swipe Out Hunger” campaign to help fight food insecurity on campus where they matched the meals donated by students. These efforts helped to distribute meals to feed many of our students who were in need.

The University has not found other food services that would meet the unique needs of our campus and would have the positive impacts Aramark has had on our community as a whole.

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

4. **UMMC– REQUEST FOR APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH ABBOTT LABORATORIES, INC.**

**Agenda Item:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a purchase agreement with **Abbott Laboratories, Inc. (Abbott)** to purchase reagents and consumables used to perform molecular tests to identify SARS-CoV-2, the virus that causes COVID-19. These supplies allow UMMC’s Clinical laboratory to test patients who are symptomatic and asymptomatic for COVID-19. Additionally, UMMC requests approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.

**Contractor’s Legal Name:** Abbott Laboratories, Inc.
History of Contract: On March 19, 2020, the Board approved a waiver of Board policy for items that otherwise require approval by the Board and are necessary for efficient operation during the state of emergency created by the COVID-19 pandemic. Subsequently, on March 19, 2020, UMMC entered into a one (1) year Abbott to purchase reagents and consumables used to perform molecular tests to identify SARS-CoV-2, the virus that causes COVID-19. On June 8, 2020, UMMC entered into an amendment to add products to the list of items available for purchase and to include language that the quantities on the agreement are estimates only. On January 22, 2021, UMMC added additional funds to the agreement due to the increase in COVID-19 cases in Mississippi that resulted in higher testing rates than originally anticipated. The agreement will expire on March 18, 2021.

UMMC utilizes laboratory testing across multiple platforms to perform tests at UMMC, in the event of equipment failures, supply chain interruptions, or staffing illness or vacancies. UMMC also performs both molecular and antigen COVID-19 testing, based upon the appropriate specific need. Molecular tests detect the genetic material of the virus, which makes it complex but requires 12-48 hours to process. The antigen test detects proteins in the virus, which can provide results in minutes. Thus, the antigen tests are more practical to use for point of care testing when results are needed quickly. In addition to the use of Abbott products, UMMC has also contracted with Cephied US and Cardinal Health 200, LLC for the purchase of various COVID-19 test kits.

Specific Type of Contract: This is a new agreement.

Purpose: The purpose of the agreement is 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. These supplies will allow 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. UMMC is utilizing laboratory testing across multiple platforms to perform tests at UMMC, in the event of equipment failures, supply chain interruptions, or staffing illness or vacancies.

Scope of Work: Under the agreement, Abbott will provide reagents and consumables to UMMC for testing related to COVID-19 and provide training for the appropriate use of the tests.

Term of Contract: The term of the agreement is one (1) year, from March 19, 2021, through March 18, 2022.

Termination Options: The agreement does not include termination options, but UMMC is under no obligation to purchase the products.
Contract Amount: The total estimated cost of the agreement over the one (1) year term is $5,850,000.

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

Contractor Selection Process: The COVID-19 reagents and testing supplies qualify as clinical commodities under Miss Code Ann §31-7-1, which is exempted from procurement requirements under §31-7-13.

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

5. UMMC–REQUEST FOR APPROVAL TO ENTER INTO A PRICING AND SERVICE AGREEMENT WITH BECTON, DICKINSON AND COMPANY

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a product purchase and service agreement with Becton, Dickinson and Company (BD) for a package of two flow cytometry instruments, FACSymphony Analyzer and a FACSAria Fusion Cell Sorter with a biosafety hood used in UMMC’s research areas. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests a waiver to allow full prepayment of the equipment, shipping and annual advanced payment of the service agreement.

Contractor’s Legal Name: Becton, Dickinson and Company

History of Contract: UMMC currently owns flow cytometry instruments used in research areas. However, the equipment is more than ten (10) years old and outdated according to industry standards. The current equipment can distinguish six (6) parameters of a single cell whereas more modern equipment can distinguish twelve to twenty (12-20) parameters of a single cell. The current equipment also utilizes outdated computer software and configuration which leads to increased maintenance fees.

On October 17, 2019, the Board approved an agreement for the purchase of this equipment. However, UMMC chose to delay the purchase until later in the fiscal year. Unfortunately, the COVID-19 pandemic then arose, and UMMC allocated funds for other needs. At this time, UMMC is ready to move forward with the purchase agreement with updated dates and pricing.
Specific Type of Contract: This is a new pricing and service agreement.

Purpose: The purpose of the agreement is to purchase cytometry instruments at a bundled rate and provide for maintenance service on the instruments. The instruments are used to provide quantifiable data from samples and to analyze multiple physical and chemical characteristics of cells and/or particles that are suspended in fluid as they pass through a laser beam once cell at a time. The instruments are necessary for performing both clinical and basic science research.

Scope of Work: Under the agreement, UMMC will purchase the FACSAria Fusion SORP bundle, the Symphony A3 SORP bundle, and a five (5) year maintenance service plan.

Term of Contract: The term of the agreement is six (6) years from the date of equipment delivery which is estimated to be on or about April 1, 2021. The equipment purchase includes a one (1) year warranty, after which the five (5) year service agreement term will begin.

Termination Options: Termination options including the following:
- In the event of a force majeure that extends beyond a period of thirty (30) consecutive days.

Contract Amount: The total cost of the agreement over the six (6) year term is $1,322,278.58.

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

Contractor Selection Process: BD is the sole manufacturer and supplier of the BD FACSAria and FACSymphony. Both the FACSymphony analyzer and FACSAria Fusion Cell sorter utilize a patented gel-coupled cuvette flow cell which is in fixed alignment with the lasers, and this design ensures that the maximum signal and resolution is obtained for each cell parameter (characteristic) that is being analyzed. Such sensitivity and consistency is necessary when studying and sorting rare cell populations. Also, this true fixed alignment minimizes setup time for the user, and ensures that data collection will be consistent between experiments. Both the instruments are matched in their specific configurations of lasers, collection optics, filters, and detectors, and both use the FACDiva Software. These matched instruments will allow research investigators to use the same assay design and protocols for identifying cell populations on the analyzer and then sorting for specific cell types on the Fusion Cell sorter. Importantly, this combination ensures that the collected data on both instruments is equivalent. These items are not available from any other distributor. In April 2019, UMMC advertised its intent to purchase the instruments as sole source in accordance with DFA regulations and received no objections.
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 Becton, Dickinson and Company for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

6. **UMMC–REQUEST FOR APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH OEC MEDICAL SYSTEMS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into service agreement with OEC Medical Systems, Inc, a GE Healthcare Company (GE-OEC) to provide service and maintenance repair for existing medical imaging surgical and procedural C-arm equipment owned by UMMC. The agreement provides planned maintenance inspections, as well as unscheduled repair services for the imaging equipment, which 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 relocate, add, or remove covered equipment under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level. Finally, 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:** OEC Medical Systems, Inc.

**History of Contract:** On March 17, 2016, the Board approved an agreement with GE-OEC Medical Systems, Inc. to provide service and maintenance of radiological equipment. The current agreement will expire on March 31, 2021.

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

**Purpose:** The purpose of the service agreement is to provide service and maintenance repair for surgical and procedural C-arm imaging equipment. The agreement will allow for planned preventative maintenance inspections as well as unscheduled repair services for the equipment, which is needed to ensure that the equipment is maintained in safe working order according to the manufacturer’s recommendations and to maximize the uptime of the equipment.

**Scope of Work:** Under the agreement, GE-OEC will:
provide service and maintenance for 23 C-arms that are located on
the UMMC main campus;
• provide a 95% uptime guarantee on the equipment;
• service glass including tubes, detectors and image intensifiers,
• provide annual multi-point manufacturer planned maintenance
inspection, and
• provide telephone support.

Under the agreement, UMMC will:
• give GE-OEC service personnel reasonable access to the equipment;
• clean and decontaminate the equipment after contact with blood or
potentially infectious material; and
• provide GE-OEC with on-site and remote access to the equipment.

Term of Contract: The term of the agreement is five (5) years, from April 1,
2021, through March 31, 2026.

Termination Options: The agreement may be terminated as follows:
• 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-OEC immediately if there are material credit issues with the
agreement;
• by the affected party, upon written notice to the delayed party, if a party’s
performance is delayed for more than ninety (90) consecutive days due to a
force majeure event;
• by UMMC, upon written notice, if GE-OEC or its employees under this
agreement are excluded from participation in a Federal Healthcare Program;
• by GE-OEC of the software licenses immediately for the violation of GE-
OEC’s licenses, confidentiality or intellectual property; and
• by UMMC upon one hundred twenty (120) days’ prior notice
for insufficient funds.

Contract Amount: The total estimated cost of the service agreement over the five (5)
year term is $1,450,000. UMMC has included an annual three percent (3%) price
increase beginning in year 2 of the service agreement.

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

Contractor Selection Process: Due to state and The Joint Commission requirements for
radiology equipment, service personnel for this equipment must be certified by GE.
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 OEC Medical Systems, Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

7. UMMC–REQUEST FOR APPROVAL TO ADD SPENDING AUTHORITY TO AN AGREEMENT WITH PHADIA US, INC.

Agenda Item: The University of Mississippi Medical Center (UMMC) requests approval for additional funding for its current Agreement with Phadia, US Inc. (Phadia). The agreement is for the purchase of a Phadia® 250 Immunoassay analyzer, along with its associated accessories, consumables, and service. The Phadia® 250 is an automated immunoassay system for allergy and autoimmune testing that allows higher sample throughput, decreased hands-on time, decreased calibration costs, and allows UMMC to test for Celiac Disease and other disease markers that were previously sent to outside reference laboratories. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC also requests continued approval to prepay the annual service fee in the fifth contract year.

Contractor’s Legal Name: Phadia US Inc.

History of Contract: On April 20, 2017, the Board approved the five (5) year Agreement with Phadia for an estimated total cost of $664,000. UMMC’s projected test volumes were not adequate for the actual volume utilized on this agreement. Since 2017, there have been numerous allergen tests that have been implemented that were not originally factored into the purchase projections. As of the date of this submission, UMMC has spent a total of $736,666.31. The Agreement will expire on May 3, 2022. UMMC’s accounting system Workday is designed to prevent overspend of contracts; it will not allow issuance of an order for goods if the order will cause the total cost to exceed the amount allowed. This automated control has worked on other contracts and occasions, preventing orders and notifying appropriate personnel as to the need for additional funds before a contract is overspent. However, in this instance that did not happen. UMMC has filed a support ticket with Workday to identify the problem and ensure a resolution.

Specific Type of Contract: This is a request to add funds to the Agreement.

Purpose: The purpose of this request is to add funds to the Agreement. The purpose of the Agreement is to purchase a Phadia® 250 Immunoassay analyzer, along with its
associated accessories, consumables, and service. The Phadia® 250 is an automated immunoassay system for allergy and autoimmune testing that allows higher sample throughput, decreased hands-on time, decreased calibration costs, and allows UMMC to test for Celiac Disease and other disease markers that were previously sent to outside reference laboratories.

**Scope of Work:** Under the Agreement, UMMC purchased the Phadia® 250 Immunoassay analyzer and continues to purchase its associated accessories and consumables. UMMC commits to a certain volume of reagents in exchange for discounted pricing. Phadia provided an initial one (1) year warranty on the equipment, plus another year of initial service/maintenance at no additional cost. For the final three (3) years of the Agreement, Phadia provides a full service plan.

**Term of Contract:** The term of the agreement is unchanged and remains five (5) years, from May 4, 2017, through May 3, 2022.

**Termination Options:** Termination options include the following:
- in the event of a reduction of funds available to UMMC;
- by Phadia if UMMC resells or distributes the reagents to any third party or uses any reagents in a manner inconsistent with its intended use;
- by either party if the other party breaches the agreement and fails to cure the breach within 60 days (15 days for a payment default) after written notice is given;
- either party may terminate the agreement immediately upon the making of assignment for the agreement for the benefit of creditors by the other party; initiates bankruptcy proceedings, reorganization, liquidation or receivership proceedings by or against the other party; or insolvency of the other party;
- by UMMC upon 90 days written notice to Phadia;
- upon Phadia’s ineligibility to participate in any federal or state healthcare programs;
- failure by Phadia to comply with the federal E-Verify Program; and
- in the event Phadia improperly uses or discloses protected health information in breach of the agreement.

**Contract Amount:** The new estimated total cost over the five (5) year term is $1,100,000. The original estimated cost was $664,000. To date, UMMC has spent an additional $72,666.31 under the agreement. UMMC anticipates the need for an additional $363,000 for the remainder of the term.

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

**Contractor Selection Process:** UMMC is currently contracted with Phadia.
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 Phadia US Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

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

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

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

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

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

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

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

Board Policy §905(A), Real Estate Management

Prior Board approval is required for the execution of all 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.
1. **MVSU – GS 106-269 – Student Union Expansion and Renovation**

   **Project Request:** Mississippi Valley State University requests approval to initiate a project, Student Union Expansion and Renovation, and to appoint McCarty Architects as the design professional.

   **Proposed Project Professional:** McCarty Architects

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

   **Purpose:** Mississippi Valley 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. The university is in the pre-plan phase of the project and the University will return to the Board of Trustees at a future meeting to increase the budget once the pre-planning process is complete.

   The current student union is not compliant with most current life safety and ADA requirements for public buildings and completing this project would satisfy several components of the University’s mission as it relates to serving the regionalized Delta by augmenting recruitment and retention.

   **Project Scope:** This project includes construction of an adjacent expansion to house student service activities, large scale meeting room functions and student recreational activities with adequate seating capacity for attending audiences. Renovations will also include expanded student support spaces, post office, print shop and bookstore. Finally, this project will address remediation of the existing mechanical systems and the renovation of the interior and address all life safety issues and ADA compliance.

   Mississippi Valley 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:** March 18, 2021
Date of Original Construction: 1960

Date of Last Renovation: 1996

Proposed Project Budget: *(Design Fees Only)*

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**Total Project Budget** $375,000.00

Proposed Funding Source(s): SB 3065, Laws of 2019 ($375,000)

*Staff Recommendation: Board staff recommends approval of this item.*
I. MSU – INTENT TO OFFER AN EXISTING DEGREE PROGRAM BY DISTANCE LEARNING

A. Master of Science (MS) in Cyber Security and Operations
   Total credit hours: 31
   CIP Code, Sequence: 11.1003, 4586
   Cost to offer by distance learning: $14,000
   Effective date: August 2021

B. Doctor of Philosophy (PhD) in Computer Science
   Total credit hours: 32
   CIP Code, Sequence: 11.0101, 1149
   Cost to offer by distance learning: $64,000
   Effective date: August 2021

STAFF RECOMMENDATION: Board staff recommends acceptance of item 1 as information.
1. **UMMC – AMENDMENT TO A MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY MASTER SUBSCRIPTION AGREEMENT WITH NATIONAL DECISION SUPPORT COMPANY, LLC**

**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 #1 to the current Master Subscription Agreement with National Decision Support Company, LLC (NDC) to renew the CareSelect Imaging (ACR Select) subscription services. This service gives UMMC access to a comprehensive, national standards based, clinical decision support database to provide evidence based decision support for the utilization of all medical imaging procedures.

**Contractor’s Legal Name:** National Decision Support Company, LLC.

**Specific Type of Contract:** This is Amendment #1 to the current Master Subscription Agreement.

**Purpose:** The purpose of Amendment #1 is to extend the current term for the CareSelect Imaging subscription services. This service gives UMMC access to a comprehensive, national standards based, clinical decision support database to provide evidence based decision support for the utilization of all medical imaging procedures.

**Term of Contract:** The term of Amendment #1 is three (3) years, beginning July 1, 2020, and ending June 30, 2023. The term of the amended agreement is eight (8) years, from June 24, 2015, through June 30, 2023.

**Contract Amount:** The cost for Amendment #1 is $360,000.00. The total cost of the amended Master Subscription Agreement is $575,000.00.

2. **UMMC– MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY MASTER SUBSCRIPTION AGREEMENT WITH WORKDAY, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval for the Mississippi Department of Information Technology Services (ITS), as contracting agent for UMMC, to enter into Order Form 00239939.0 under the current Master Subscription Agreement with Workday, Inc. (Workday) for renewal of the deployment tenants. Deployment tenants are used to test functionality of the system build for modules and enhancements prior to moving into production and for training of UMMC users.

**Contractor’s Legal Name:** Workday, Inc.
Specific Type of Contract: This is Order Form 00239939.0 to the current Master Subscription Agreement.

Purpose: The purpose of Order Form 00239939.0 is to renew deployment tenants.

Term of Contract: The term of the Order Form is one (1) year, from January 11, 2021, through January 10, 2022.

Contract Amount: The cost for Order Form 00239939.0 is $201,800.00. The total cost of the Master Subscription Agreement is $11,374,757.00.
SYSTEM:  REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE ` FEBRUARY 18, 2021 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.
1. **DSU- GS 102-258 – Sillers Coliseum Renovation**

   NOTE: This is a Bureau of Building project

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

   Board staff approved Change Order #3 in the credit amount of $13,067.00 and eighty-nine (89) additional days to the contract of E. Cornell Malone Corporation.

   **Approval Status & Date:** APPROVED, February 24, 2021

   **Change Order Description:** Change Order #3 includes the following items: a deduct issued to omit the remaining tectum decking allowance; and eighty-nine (89) days to the contract.

   **Change Order Justification:** These changes were necessary due to the original amount of the roof decking that was estimated and not used; and weather delays as indicated herein.

   **Total Project Change Orders and Amount:** Three (3) change orders for a total amount of $12,848.68.

   **Project Initiation Date:** October 16, 2014
   **Design Professional:** Cooke Douglass Farr lemons Architects & Engineers P.A.
   **General Contractor:** E. Cornell Malone Corporation
   **Total Phased Budget:** $12,848.68
   **Total Project Budget:** $2,850,000.00

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

   NOTE: This is a Bureau of Building project

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

   Board staff approved Change Order #3 in the amount of $0.00 and one hundred six (106) additional days to the contract of Norman Enterprises, Inc.

   **Approval Status & Date:** APPROVED, March 1, 2021
Change Order Description: Change Order #3 includes the following item: one hundred six (106) days to the contract.

Change Order Justification: These changes were necessary due to thirty-nine (39) weather related delays and sixty-seven (67) days caused by a scope change and implementation of safety precautions against COVID-19.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $44,192.10.

Project Initiation Date: January 17, 2019
Design Professional: Burris/Wagnon Architects, P.A.
General Contractor: Norman Enterprises, Inc.
Total Project Budget: $1,515,000.00

3. **DSU- IHL 102-271– Nursing School Expansion and Renovation**

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

   Board staff approved the Schematic Design Documents as submitted by Eley Guild Hardy Architects.

   **Approval Status & Date:** APPROVED, February 22, 2021

   **Project Initiation Date:** February 18, 2021

   Design Professional: Eley Guild hardy Architects
   General Contractor: TBD
   Total Project Budget: $7,925,000.00

**MISSISSIPPI STATE UNIVERSITY**

4. **MSU- GS #105-355 – Engineering & Science Complex**

   NOTE: This is a Bureau of Building project

   **Approval Request #1: Change Order #8**
Board staff approved Change Order #8 in the amount of $346,565.96 and one hundred eighty-nine (189) additional days to the contract of West Brothers Construction, Inc.

Approval Status & Date: APPROVED, February 10, 2021

Change Order Description: Change Order #8 includes the following items: revised the portable chemical storage building; installed communication/access control raceways to the material storage building; added roof coating to the solar canopy roof; added HVAC controls integration; revised the eave bracket supports at the concrete structure; revised the eave bracket supports and added metal stud framing at the high bay; credit issued for the concrete paving and curb & gutter at South drive and for the masonry water repellent; added an air compressor; relocated the site lighting and added fire alarm devices; added two (2) access doors at the Penthouse level at the North and South stairs; added steel support for the cast stone sill; added lintel supports for the suspended brick at the 3rd floor level; added electrical rough-in labor for lab casework outlets to the floor boxes; added rooftop emergency siren array; and one hundred eighty-nine (189) days to the contract.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $1,412,813.05.

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

5. MSU- IHL 405-001– Music Building Re-Bid

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of $28,708.00 and five (5) additional days to the contract of Mac’s Construction Company, Inc.

Approval Status & Date: APPROVED, February 10, 2021

Change Order Description: Change Order #2 includes the following items: credit to remove the demolition of the north entry drive; removed unsuitable soils under the
Lecture Hall and replaced with geotextile fabric, sand and select fill; removed unsuitable soils under the Lecture Hall HVAC tunnel and replaced with geotextile fabric, sand and select fill; credit for the difference between the specified allowance amount and the actual cost of the HVAC controls; credit for the difference between the specified allowance amount and the actual cost of the ice storage tanks; and five (5) days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of $76,411.00.

Project Initiation Date: May 18, 2017
Design Professional: Allred Stolarski Architects
General Contractor: Mac’s Construction Company, Inc.
Total Project Budget: $21,000,000.00

6. MSU- IHL 413-144– Sustainable Bioproducts Facilities

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by Pryor Morrow.

Approval Status & Date: APPROVED, February 12, 2021

Project Initiation Date: August 17, 2017
Design Professional: Pryor Morrow
General Contractor: TBD
Total Project Budget: $5,000,000.00

7. MSU- IHL 20-01– Airbase Timber Sale

Approval Request #1: (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on February 12, 2021 for the sale of timber of less than $500,000.00 from the airbase tract of land near Columbus, MS.

Interim Approval Status & Date: APPROVED, February 12, 2021
MISSISSIPPI UNIVERSITY FOR WOMEN

8. MUW- GS 104-197– Electrical System Upgrade

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $47,306.24 and fifty-six (56) additional days to the contract of Webster Electric Co., Inc.

Approval Status & Date: APPROVED, February 22, 2021

Change Order Description: Change Order #1 includes the following items: deleted replacement of pad-mounted transformer; relocated feeder from its actual location to the cable junction enclosure; replaced the cable junction enclosure with a new pad-mounted switchgear unit; removed 15kV cable recently installed under a separate project which is no longer needed and will be reused on this project; and fifty-six (56) days to the contract.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of $47,306.24.

Project Initiation Date: March 15, 2019
Design Professional: Atwell & Gent, P.A.
General Contractor: Webster Electrical Co., LLC.
Total Project Budget: $2,500,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

9. UMMC- GS 109-223– Clinical Research Unit

Approval Request #1: (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on February 27, 2021 to increase the budget from $7,500,000.00 to $7,683,767.14, an increase of $183,767.14.

Interim Approval Status & Date: APPROVED, February 27, 2021
10. UMMC- IHL 209-553– Interventional Radiology Renovation

Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of $181,689.53 and two hundred forty-five (245) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, February 24, 2021

Change Order Description: Change Order #3 includes the following items: credit to omit removing the existing walls; omit demolition to modify the existing millwork; installed new racks to be mounted directly above all previously installed lower racks and installed an additional height of wall protection directly above the previously installed wall protection; dry-packed with high strength non-shrink grout the affected blowouts; installed the bolted connection; installed a furr-down at the existing CV entrance vestibule & new door; installed miscellaneous modifications to the Reading Room and to Biplane Shell; modified a door in conflict with the Siemens cable hose in the above ceiling; removed the temporary door and infilled the existing opening between the mechanical room and the adult hospital basement mechanical area with a 2-hour-rated gypsum board construction; installed additional conduit in two control rooms; credit to omit the floor polish at the resilient sheet flooring; installed a planter wall; installed miscellaneous modifications in the Nexaris rooms; modified the exit signs in the staff corridor; replaced the existing rim exit device and replaced the existing mag lock with a delayed egress mag lock with proper signage; furnished miscellaneous installation support to the Phillips patient monitoring equipment in each room; installed protective covers for siemens Emergency stop buttons in the procedure rooms and control rooms; relocated existing access control devices to the medical student lounge door; installed additional med gas ceiling outlets; installed a CATV backbone cable to the Interventional Radiology communications room; installed three (3) additional surveillance cameras in the Biplane control rooms, Nurse, and Nexaris control rooms; installed additional flashing and waterproofing; installed an emergency receptacle in Biplane to serve an additional Phillips monitor; installed an additional fire extinguisher in the ground floor waiting area; and two hundred forty-five (245) days to the contract.

Change Order Justification: These changes are necessary due to changes in requirements or recommendations by governmental agencies; errors and omissions in the plans and specifications; latent job site conditions; user/owner requested modifications; and two hundred forty-five (245) days, some of which are due to weather delays and added scope to the contract.
Total Project Change Orders and Amount: Three (3) change orders for a total amount of $397,817.90.

Project Initiation Date: August 20, 2015
Design Professional: JBHM
General Contractor: Fountain Construction Co., Inc.
Total Project Budget: $8,355,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

11. USM- GS 114-023 – Gulf Park Science Building Water Infiltration Repairs

Approval Request #1: Schematic Design Documents

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

Approval Status & Date: APPROVED, February 10, 2021

Project Initiation Date: February 5, 2021
Design Professional: Shafer Zahner-Zahner
General Contractor: TBD
Total Project Budget: $2,700,000.00
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 Ware Immigration (statements dated 2/11/21 and 2/1/21) from the funds of Alcorn State University. (These statements, in the amounts of $34.23 and $47.62, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE**..........................$ 81.85

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 1/1/21, 2/1/21 and 2/1/21) from the funds of Mississippi State University. (These statements, in the amounts of $1,500.00, $147.03 and $2,000.00, respectively, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE**..........................$ 3,647.03

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 11/16/20, 12/10/20, 1/13/21 and 2/4/21) from the funds of the University of Mississippi. (These statements, in the amounts of $29,117.50, $10,246.50, $10,809.00 and $7,821.50, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE**..........................$ 57,994.50

Payment of legal fees for professional services rendered by Butler Snow (statements dated 11/20/21, 12/10/20, 1/20/21, 1/25/21, 1/27/21, 2/12/21 and 2/12/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $22,254.47, $7,971.00, $1,492.25, $7,919.00, $177.00, $239.25 and $737.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$ 40,790.47

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statement dated 1/31/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $1,600.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$ 1,600.00

Payment of legal fees for professional services rendered by Gore Kilpatrick & Dambrino, PPLC (statements dated 11/25/20, 12/29/20, 1/26/21, 1/26/21 and 1/26/21) from the funds of the
University of Mississippi Medical Center. (These statements, in the amounts of $2,310.00, $3,967.39, $4,953.00, $4,686.00 and $33.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$  15,949.39

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 1/6/21, 2/4/21, 2/4/21 and 2/4/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $740.00, $1,728.00, $1,776.00 and $396.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$  4,640.00

Payment of legal fees for professional services rendered by Watkins & Eager (statement dated 1/22/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $2,899.75, represents services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$  2,899.75

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 1/18/21, 1/29/21, 1/29/21, 1/29/21, 1/29/21, 1/30/21, 1/30/21, 1/30/21, 2/1/21, 2/8/21 and 2/9/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $735.00, $2,472.20, $13,419.30, $1,864.50, $181.50, $561.00, $825.00, $911.00, $19,991.20, $1,013.50, $1,280.90 and $1,163.75, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$  44,418.85

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 2/16/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $3,479.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$  3,479.50

Payment of legal fees for professional services rendered by Butler Snow (statement dated 2/4/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $1,726.88, represents services and expenses in connection with legal advice.)

**TOTAL DUE**..........................$  1,726.88
Payment of legal fees for professional services rendered by Ware Immigration (statement dated 2/1/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $33.68, represents services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE** $33.68

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

Payment of legal fees for professional services rendered by Butler Snow (statements dated 2/23/21 and 2/23/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patent: “Live Attenuated Catfish Vaccine and Method of Making” - $95.00; and “IP and Regulatory Matters” - $678.50.)

**TOTAL DUE** $773.50

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 11/1/20 and 2/23/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patent: “Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same” - $1,802.50; and “Vaccine Composition Comprising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” - $1,032.50)

**TOTAL DUE** $2,835.00

Payment of legal fees for professional services rendered by Butler Snow (statement dated 11/13/20) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: “Emerald Bioscience, Inc. Licenses” - $2,832.00.)

**TOTAL DUE** $2,832.00

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 10/26/20, 10/30/20, 11/14/20, 11/14/20, 11/14/20, 11/14/20, 11/14/20, 11/19/20, 11/19/20, 11/20/20, 12/3/20, 12/10/20, 12/17/20, 12/24/20, 12/30/20, 12/31/20, 1/7/21, 2/4/21, 2/9/21 and 2/11/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Biologically Active Cannabidiol Analogs” - $284.00; “Biologically Active Cannabidiol Analogs” - $1,955.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $200.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $200.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $200.00; “Compositions Containing Delta-9-THC-Amino Acid Esters and Process of Preparation” - $200.00; “Compositions Containing Delta-9-THC-
Amino Acid Esters and Process of Preparation” - $200.00; Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis - $1,003.00; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $341.00; “Biologically Active Cannabidiol Analogs” - $275.00; “Isolation of Pure Cannabinoids from Cannabis” - $200.00; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes from Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $275.00; “Natural Product Formulations with Improved Residual Insect Repellent/Deterrent Activity” - $1,810.00; Biologically Active Cannabidiol Analogs” - $2,599.00; “L-gamma-Methyleneglutamine Compounds and Methods of Use” - $290.00; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $632.00; “Isolation of Pure Cannabinoids from Cannabis” - $632.00; “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis; “2,074.00; “Biologically Active Cannabidiol Analogs” - $1,506.05; and “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - $1,298.34, respectively.)

TOTAL DUE…………………………………………………………….$ 16,374.39

Payment of legal fees for professional services rendered by Thomas|Horstemeyer, LLP (statements dated 9/30/20, 10/30/20, 11/25/20, 11/25/20 and 1/27/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Vacuum Sweep Dehumidification System” - $300.00; “System and Method for Manipulating Insect Behavior” - $3,780.00; “Method to Detect Termite Infestation in a Structure” - $4,169.40; “Systems and Methods for Detecting Transient Acoustic Signals” - $688.87; and “Vacuum Sweep Dehumidification System” - $2,500.00, respectively.)

TOTAL DUE…………………………………………………………….$ 8,938.27

Payment of legal fees for professional services rendered by Stites & Harbison (thirteen statements dated 12/21/20) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $39.58, $194.35, $342.00, $342.00, $2,666.50, $342.00, $342.00, $342.00, $463.00, $572.50, $451.50, $38.00 and $38.00, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE…………………………………………………………….$ 6,173.43

2. SYSTEM – APPROVAL TO REQUEST OFFICIAL ATTORNEY GENERAL’S OPINION

The Chair of the Legal Committee approved requesting an official Attorney General’s opinion on a university faculty development issue.
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. **ASU** - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 8, 2021, Commissioner Alfred Rankins, Jr. approved the revisions to the FY 2021 *Ayers* academic programs after conducting a mid-year review. The revisions are necessary to align 2021 budgets to individual program needs over the remaining months of the year. Per IHL *Ayers* administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

b. **JSU** - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 15, 2021, Commissioner Alfred Rankins, Jr. approved the revisions to the FY 2021 *Ayers* academic programs after conducting a mid-year review. The revisions are necessary to align 2021 budgets to individual program needs over the remaining months of the year. Per IHL *Ayers* administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

c. **MSU** – On February 11, 2021, Commissioner Alfred Rankins, Jr. approved the request from Mississippi State University to advertise for bids and award the sale to the highest and best bidder for the timber on 108 acres of land in Lowndes County, MS (Airbase Tract Timber Sale). The timber is being sold to generate revenue while properly managing institutional forest land assets. The successful bidder will cut and remove all merchantable timber on the property. The Office of the Attorney General has reviewed the timber sales request and found the same to be compliant with applicable state law and Board Policy 707.01 Land,
Property, and Service Contracts. A copy of the documents is on file in the IHL Office of Real Estate and Facilities.

d. **MSU** – On February 11, 2021, Commissioner Alfred Rankins, Jr. approved the Lease between Mississippi Agriculture and Forestry Station (MAFES)/Mississippi State University and USDA Agricultural Research Services. The new lease replaces a 10-year lease that has expired. The new lease will be effective upon execution for an initial term of one year and may be renewed for subsequent one-year terms until September 30, 2030. The lease is for 12.37 acres of land at the MAFES South Mississippi Branch Experiment Station in Pearl River County, MS at a lease rate of $1.00. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.

e. **MVSU** - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 8, 2021, Commissioner Alfred Rankins, Jr. approved the revisions to the FY 2021 Ayers academic programs after conducting a mid-year review. The revisions are necessary to align 2021 budgets to individual program needs over the remaining months of the year. Per IHL Ayers administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

f. **UMMC** – On March 1, 2021, Commissioner Alfred Rankins, Jr. approved the Lease Agreement between the University of Mississippi Medical Center and Cotton Belt Aviation, Inc. for the lease of hangar space at the Greenwood-Leflore Airport for use by UMMC’s AirCare program. The term of the lease is 21 months beginning May 1, 2021 through January 31, 2023. The monthly rental cost is $350 with the potential need for additional space for transient or backup aircraft at an additional cost of $100 per night. Monthly rent is payable in advance at the beginning of each month. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval for Prepayment for Goods or Services.

g. **UMMC** – On March 1, 2021, Commissioner Alfred Rankins, Jr. approved the Rental Agreement between the University of Mississippi Medical Center and Bunnell, Inc. for UMMC’s rental of LifePulse High Frequency Jet Ventilators on an as-needed basis. The term of the agreement is one year from the date of execution, which is estimated to be on or about March 19, 2021. The estimated
cost of this agreement is $66,500. The IHL Associate Commissioner for Legal Affairs reviewed this item and found it compliant with Board Policy 707.01 Land, Property, and Service Contracts.