Board Book

June 17, 2021

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

| 3825 Ridgewood Road, Jackson MS 39211 | 601 432 6198 |

Board Meeting Outline

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

MEETINGS SCHEDULE

Health Affairs Committee | June 16, 2021, 3:00p | IHL Board Room
IHL Board Meeting | June 17, 2021, 9:00a | IHL Board Room

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ADJOURNMENT

MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 20, 2021

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 at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on January 6, 2021, to each and every member of said Board said date being at least five days prior to this May 20, 2021 meeting. At the above-named place there were present the following members to wit: Dr. Ormella Cummings (via Zoom), Dr. Steven Cunningham (via Zoom), Mr. Tom Duff, Ms. Teresa Hubbard, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred E. McNair, Jr. (via Zoom), Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker (via Zoom), Mr. Gregg Rader, and Dr. J. Walt Starr. The meeting was called to order by Dr. Walt Starr, President, with Trustee Ogletree providing the invocation.

Due to recommendations from the Mississippi State Department of Health for social distancing due to COVID-19, members of the Board participated in the meeting in person or 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.**

ANNOUNCEMENT

On Tuesday, May 18, 2021, Governor Tate Reeves appointed three new trustees and reappointed one trustee. Dr. Ormella Cummings represents the Third Supreme Court District. Ms. Teresa Hubbard represents the Third Supreme Court District. Mr. Gregg Rader represents the Third Supreme Court District. Mr. Hal Parker represents the First Supreme Court District and was first appointed to the Board in 2012. President Walt Starr congratulated and welcomed the appointees to the IHL Board.

APPROVAL OF THE MINUTES

On motion by Trustee Morgan, seconded by Trustee Duff, with Trustees Cummings, Hubbard, and Rader abstaining from voting, all other Trustees legally present and participating voted unanimously to approve the Minutes of the Board meetings held on April 15, 2021 and May 7, 2021.

CONSENT AGENDAS

On motion by Trustee Morgan, seconded by Trustee Martin, with Trustees Cummings, Hubbard, and Rader abstaining from voting, all other Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

ACADEMIC AFFAIRS

1. **USM –** Approved the following modifications to existing academic programs.

Suspend

a. Program Title: Master of Science (MS) in History
CIP Code, Sequence: 54.0101, 4395
Total credit hours: 30-33
Effective date: August 2021

Delete

b. Program Title: Bachelor of Arts (BA) in Sociology
CIP Code, Sequence: 45.1101, 5724
Total credit hours: 30-33
Effective date: August 2021

c. Program Title: Master of Science in Nursing (MSN)
CIP Code, Sequence: 51.3899, 4357
Total credit hours: 44
Effective date: December 2020

FINANCE

2. **DSU** – Approved the request to extend an information technology services agreement with Ellucian Company, LLC for three months. This project will include the management and campus services for all three of the University technology services areas: Information Technology Services, Instructional Technology, and Telecommunications. Ellucian will provide planning, guidance, and execution in the development of information resources strategies and information technology initiatives to promote designs, management and utilization of staff, software, and equipment consistent with the University priorities and strategic goals. The cost of the 3-month extension is $432,930. The funding source will be E&G Funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
3. **MSU** – Approved the request to enter a new contract with Watermark Insight, LLC to provide Digital Measures Workflow and Digital Measures Activity Insights to track faculty activity. This web-based application system will enable the university community to log their activities in terms of teaching, research, and service. This will streamline the reporting efforts for annual evaluation, promotion and tenure, profile of scholarly outcomes, reports for specialized accreditation, and other similar university uses. The term of the contract is three years. The contract amount is $480,856.07 and will be funded with MSU 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.
4. **UM** – Approved the request to enter a contract with 3-D Pine Straw LLC to provide the University of Mississippi Landscape Services Department pine straw bales when deemed necessary. The initial term of this contract shall be from June 1, 2021 through May 31, 2022. The University can renew this contract on an annual basis up to a total of sixty months ending on May 31, 2026. Renewal of the contract will depend on price, delivery, quality of service, and be mutually agreed upon by both parties. Price increases will be considered based on the CPI index. The total cost of the contract will be approximately

$464,750 for the first year. For purposes of estimating the maximum amount for the initial term and four renewal years, renewal years are assumed at the initial price plus 3% per annum for each renewal year following the first year. If all renewals are exercised, this contract would be estimated at a total of $2,467,420.89 (initial term = $464,750, 2nd year = $478,692.50, 3rd year = $493,053.28, 4th year = $507,844.88, and the 5th and final year = $523,080.23). The funding source for this contract will be Educational and General funds (E&G). 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 Purchase Agreement with B. Braun Interventional Systems Inc. (B. Braun) to purchase balloons, stents, catheters, and sheaths used in procedures for the treatment of congenital heart defects in adult and pediatric patients. The Board also approved the request for the university to add or remove products as needed without seeking prior Board approval as long as it does not increase the approved expenditure level. The term of the agreement is two (2) years, from June 1, 2021, through May 31, 2023. The total estimated cost of the agreement over two (2) years is $350,000. UMMC has included a fifteen percent (15%) increase in year two to allow for price increases and patient volume change. The contract 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.
6. **UMMC** – Approved the request to enter a purchase agreement for Watchman/Watchman FLX Left Atrial Appendage Closure (LAAC) Technology (Agreement) with Boston Scientific Corporation (Boston Scientific) to secure discounted pricing from Boston Scientific for consumable commodities and equipment used specifically with the Watchman device. The device is used in cardiac procedures to reduce the risk of thromboembolism from the left atrial appendage in patients who are at increased risk for stroke and systemic embolism. The Board approved the request for the university to add or remove products covered by the Agreement 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 June 1, 2021, through May 31, 2024. The total cost of the Agreement over the three (3) year term $1,975,000. UMMC has include a twenty percent (20%) increase beginning in year two (2) for potential volume growth. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
7. **UMMC** – Approved the request to enter Amendment No. 24 to the License and Support Agreement with Epic Systems Corporation (Epic) to remove the Point of Sale System (Resolute) Interface from the licensed program property. The term of Amendment No. 24 will begin upon execution and end coterminous with the current agreement term ending August 22, 2024. Under Amendment No. 24 UMMC will receive a credit of $2,500.00 to be applied towards any future invoices. The license fee for the single interface will be removed from the yearly license fees. The total estimated cost of the Agreement remains $105,083,182.99. 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 enter Amendment No. 25 to the License and Support Agreement with Epic Systems Corporation (Epic) to add Cloud Foundation and Cognitive Computing Cloud modules. The additional platform and services will allow UMMC to enhance its predictive analytics/machine learning capabilities and integrate the predictive models into Epic workflows to show trends and provide transparency into predictions and risk factors. Previously, under Amendment No. 17, UMMC licensed Healthy Planet for up to ten (10) predictive analytic modules which uses UMMC's current processing power to generate the data. Epic has now moved processing power to a cloud based model allowing for the processing of many terabytes of data. This will enable UMMC to use more predictive analytics modules without effecting the normal record response rate. The term of Amendment No. 25 will begin upon execution and end coterminous with the current agreement term ending August 22, 2024. The estimated cost for Amendment No. 25 is $291,000.00. The previously approved cost of the entire Agreement included projections for this type of additional license. The total estimated cost of the Agreement remains $105,083,182.99. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of license fees for the Cognitive Computing Developer Platform set at fifty percent (50%) of the total license fee. 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.
9. **UMMC** – Approved the request to enter Statement of Work No. 2 (SOW2) to the Master Services Agreement with Kaufman, Hall & Associates, LLC (Kaufman Hall) for network development and financial planning consulting services. The purpose of the agreement is to seek outside financial and capital planning guidance for UMMC. The engagement will define opportunities for clinical expansion relative to UMMC's existing assets, local market conditions, and strategies pursued by academic medical centers across the country. Potential capital and operating costs of proposed investments will be identified along with the sources of funds to support these investments. This agreement will define a major component of UMMC's five (5) year strategic plan and will result in a high level five (5) year financial plan. The total anticipated term of the Master Services Agreement, including SOW1 and SOW2, is six (6) months, from March 3, 2021, through approximately August 31, 2021. The term of the Master Services Agreement extends through the last expiration date of any attached statement of work. The term of SOW1 was March 3, 2021, through approximately April 30, 2021. The actual expiration date of SOW2 is upon the completion of the work, which is anticipated to be on or before August 31, 2021. The total cost of the Master Services Agreement, including SOW1 and SOW2, is $507,000.00. There is no cost to the Master Services Agreement. The estimated cost of SOW1 was $187,875, including professional fees and potential travel and other expenses. The estimated cost of SOW2 is $319,125, including professional fees and potential travel and other expenses. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

10. **UMMC** – Approved the request to enter Amendment Three to its Standard Terms and Conditions (Agreement) with MediQuant, LLC (Mediquant) (successor in interest to MediQuant, Inc.) to extend the term of the agreement for a period of one (1) year and to continue providing services under Service Order 4 (SO4). The Mediquant system provides data storage and access management services to UMMC for its legacy clinical and financial data. Amendment Three extends the total term of the Agreement by one (1) additional year. The total amended term of the Agreement, which includes all associated service orders, is seven (7) years, from June 1, 2015, through May 31, 2022. The total estimated cost of Amendment Three is $102,264.00. The total cost of the Agreement, including all associated service orders, is $2,083,988.07. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of the monthly access fees in advance each month. The agreement will be funded by patient care revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
11. **UMMC** – Approved the request to enter a Purchase Agreement with QuVa Pharma, Inc. (QuVa) to purchase compounded medications used with critical care patients for sedation, pain control, and cardiovascular support. The purpose of the agreement is to provide 503b sterile compounding of medications used with critical care patients for sedation, pain control, and cardiovascular support. The term of the agreement is two (2) years, from June 1, 2021, through May 31, 2023. The total estimated cost of the agreement over the two (2) year term is $1,675,000. UMMC has included a twenty percent (20%) increase in purchases in the second year and a twenty-five percent (25%) increase in the third year. The contract will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
12. **UMMC** – Approved the request to enter a MRI Service Agreement with Scott Medical Imaging, LLC (Scott Medical) to provide a mobile magnetic resonance imaging (MRI) machine and technician to provide services at UMMC Holmes County. The term of the agreement is five (5) years from, June 1, 2021, through May 31, 2026. The estimated total cost of the agreement over the five (5) year term is $1,280,000. UMMC has include a three percent (3%) increase beginning in year two (2) to allow for potential volume change. This agreement will be funded through hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
13. **UMMC** – Approved the request to enter the Seventh Amendment to the Standard License Agreement with UpToDate, Inc. (UpToDate) (successor-in-interest to Wolters Kluwer Clinical Drug Information, Inc.) for the Medi-Span drug databases. The Seventh Amendment will extend the current license term for one (1) additional year and assign interest to UpToDate, thereby aligning UMMC's agreement with the company's reorganization. Under the amended agreement, UpToDate will continue to provide access to the Knowledge Bases used within the Epic Enterprise clinical application for both UMMC and UMMC's ECC clients. The total term of the amended Agreement is ten (10) years, from June 1, 2012, through May 31, 2022. The Seventh Amendment extends the

Agreement by one (1) year. The Board also approved the request to enter subsequent amendments to extend the term of the agreement or for the purpose of reassignment, so long as the amendment does not change any material term in the agreement and as long as adequate funds are available. By the funding requested herein, UMMC estimates inclusion of three (3) additional years. The cost of the Seventh Amendment is $118,416 with up to $432,000.00 for potential subsequent amendments. The total estimated cost of the amended agreement, including up to three (3) additional years, is $1,400,865.00. The agreement will be funded through hospital patient revenue for licenses utilized by UMMC, but for licenses for Epic Community Connect clients, the cost will be reimbursed to UMMC by the client. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

14. **USM** – Approved the request to contract with Watermark Insights, LLC for its Digital Measures faculty credentials software system. The purpose of the contract is to purchase a license for software to be used to build, display, and report on faculty using a variety of information such as their demographics, biography, teaching activity, publications, creative activities, areas of expertise, professional memberships, etc. The software provides a cloud-based solution for building faculty profiles that are used on the university's website. The term of this contract is five (5) years starting June 1, 2021 and ending May 31, 2026. The total amount of the contract for the five (5) year period will be $556,922.79. This will include all product licenses, hosting, and support costs. The licensing, hosting, and support fees will be paid annually on the anniversary date of the contract, as well as at the beginning of the contract, as is customary with software licensing. The contract will be funded by Education and 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.
15. **JSU** – Approved the request to enter a ground lease with The JSU Tiger Fund Athletic Foundation, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi and an affiliated entity of Jackson State University ("The Tiger Fund"), for the purpose of renovating and resurfacing the JSU Track Field and Practice Facility. The track and field site work improvements will include installation of new drainage system, turf installation, track demolition and resurfacing, etc. This is a six (6) month ground lease, or until completion of improvements, whichever occurs first, beginning May 1, 2021 with the option of one (1) additional six (6) month renewal term, provided that notice is given to the Lessor at least fifteen (15) days before the expiration date of this lease and upon mutual written agreement signed by the Parties. The Tiger Fund shall pay to JSU good and valuable consideration which includes, but is not limited to, a lease payment of ten dollars ($10.00) per month and the construction of improvements on the premises by The Tiger Fund at no cost or other expense to JSU. Upon completion of the work and improvements on the premises, all improvements to premises will be donated by The Tiger Fund to JSU and shall be owned "free and clear" in fee simple by JSU on the date this lease terminates. The value of the work and improvements to the premises shall exceed $100,000. This is a revenue lease agreement. Legal Staff has reviewed the proposed agreement for compliance

with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

16. **UM** – Approve the request to escalate the Auxiliary Enterprises Budget, as follows.

University of Mississippi
FY 2021 Auxiliary Enterprises Budget by Major Object

Category	Original FY 2021 Operating Budget	Revision/Escalation	Revised FY 2021 Operating Budget
Salaries, Wages, and Fringe Benefits	$ 46,312,828	$ 1,101,477	$ 47,414,305
Travel and Subsistence	7,132,876	-	7,132,876
Contractual Services	49,200,690	50,000	49,250,690
Commodities	14,639,504	50,000	14,689,504
Capital Outlay: Non-Equipment	-	-	-
Capital Outlay: Equipment	1,828,446	151,000	1,979,446
Mandatory Transfers	21,442,778	-	21,442,778
Non-Mandatory Transfers	7,761,037	-	7,761,037
Increase in Fund Balance	-	-	-
Total	**$ 148,318,159**	**$ 1,352,477**	**$ 149,670,636**

A budget escalation is being requested to realign major objects and to provide spending authority for additional revenues in Athletics and the Golf Course.

REAL ESTATE

17. **USM** – Approved the initiation of GS 108-300, Hickman Hall Renovation, and the appointment of Burris Wagnon Architects, P.A. as the design professional. The project will renovate the building to serve as department and office spaces. This will include code upgrades, a new elevator, updated bathroom facilities, along with new mechanical and electrical infrastructure. The estimated project budget is $500,000. Funds are available from HB 1730, Laws of 2020 ($500,000).
18. **USM** – Approved the initiation of GS 114-027, Gulf Park Executive Education and Conference Center, and the appointment of Unabridged Architecture as the design professional. The project scope includes the construction of conference and meeting space, classroom and training space, a large gathering area with breakout rooms, offices, kitchen, and a reception area. The estimated project budget is $200,000. Funds are available from HB 1730, Laws of 2020 ($200,000).
19. **MSU** – Approved the initiation of IHL 205-311, Transportation Alternatives Project Collegeview Connector, and the appointment of Neel Schaffer, Inc. as the design professional. The project scope will include the construction of a multi-use path, connecting Collegeview Drive to Highway 182. The connection will provide a needed bike and pedestrian connection from the northwest sector of the campus of MSU to the improved City of Starkville bike and pedestrian corridor along Highway 182. The estimated project budget is $1,750,000. Funds are available from the Mississippi Department of Transportation Alternatives Program ($1,750,000).

20. **MSU** – Approved the initiation of IHL 205-312, Lakeview Drive Relocation, and the appointment of Smithers Engineering as the design professional. The project scope will include the design and construction for the relocation of Lakeview Drive on the east side of the existing Humphrey Coliseum. This project will relocate approximately 0.3 miles of Lakeview Drive to allow for the proper development of the east side of Humphrey Coliseum. The relocation will align the drive with the new parking garage entrance to create safer paths for pedestrians. The scope will include paving, hardscape, and landscape improvements. The estimated project budget is $2,900,000. Funds are available from the Mississippi State University Athletic Department ($2,900,000).
21. **MSU** – Approved the initiation of IHL 205-313, Hull Hall Re-Roof, and the appointment of Shafer Zahner Zahner as the design professional. The project scope will include re-roofing and include repair to the corner facias. The estimated project budget is $1,400,000. Funds are available from Mississippi State University Housing Department ($1,400,000).
22. **DSU** – Approved the request to delete from inventory a single-family rental house located at 316 Shumate Circle in Cleveland, Mississippi that is no longer needed by the university. The house is uninhabitable due to a deteriorated foundation, rotten window/door sills and frames caused by age, moisture, and termite damage. The approval letter has been received from the Mississippi Department of Archives and History stating 316 Shumate Circle is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.

LEGAL

23. **MSU** – Approved the request to contract with the law firm of Brown and Langston, PLLC to perform services necessary in assisting the University with real estate matters. The term of the contract will be for one (1) year effective May 17, 2021 through May 16, 2022. The rate of pay for attorneys will be $165 per hour with a maximum amount payable under this one-year term of $10,000. This firm carries professional liability insurance in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. This contract has been approved by the Office of the Attorney General.
24. **MSU** – Approved the request to contract with the law firm of Mendelsohn Dunleavy, P.C. to perform services necessary in assisting the University with intellectual property matters and specifically concerning the filing and prosecution of patent applications. The term of the contract will be for one (1) year effective May 1, 2021 through April 30, 2022. The firm will provide legal representation at the following rates: Kevin J. Dunleavy $350/hour, Steve Mendelsohn $350/hour, Garth Dahlen $350/hour, Tu Phan-Kerr $350/hour, Sandra Lex $250/hour, Kristina Sanchez $200/hour (U.S. Patent Agent only), and Paralegals $100/hour. The maximum amount payable under this contract term is $75,000. This firm carries professional liability insurance in the amount of $1,000,000 per claim with an annual aggregate of $3,000,000. This contract has been approved by the Office of the Attorney General.

PERSONNEL REPORT

25. ***Employment***

University of Mississippi Medical Center
Sreenivas Koka, Dean of the School of Dentistry, Department of Care Planning and Restorative Sciences; salary $365,000 per annum, pro rata; E&G Funds; 4-year contract; effective April 5, 2021

26. ***Tenure***

Delta State University

- Stephanie Bell; *promotion* to Associate Professor; Division of Counselor Education and Psychology; effective August 16, 2021
- Lauren Coker-Durso; *promotion* to Associate Professor; Division of Languages and Literature; effective August 16, 2021
- Judith Coleman; *promotion* to Associate Professor; Division of Languages and Literature; effective August 16, 2021
- Chris Riley; *promotion* to Associate Professor; Division of Management, Marketing, and Business Administration; effective August 16, 2021
- Ashley Stewart; *promotion* to Associate Professor; Division of Accountancy, Computer Information Systems, and Finance; effective August 16, 2021
- Julia Thorn; *promotion* to Associate Professor; Department of Music; effective August 16, 2021
- Andrew Wegmann; *promotion* to Associate Professor; Division of Social Sciences and History; effective August 16, 2021

Mississippi University for Women

- Kristi DiClemente; *promotion to* Associate Professor; Department of History; effective August 11, 2021
- Teresa Hamill; *promotion to* Professor; Department of Graduate Nursing; effective
- Sally Pearson; *promotion to* Professor; Department of Graduate Nursing; effective August 11, 2021
- Shonda Phelon; *promotion to* Professor; Department of Graduate Nursing; effective August 11, 2021
- Donna Williams; *promotion to* Professor; Department of Baccalaureate Nursing; effective August 11, 2021

Mississippi Valley State University

Swatantra Kethireddy, Assistant Professor, Department of Natural Sciences and Environmental Health; effective August 9, 2021

University of Mississippi

- Gay Marie Barnard; *promotion to* Associate Professor of Pharmacy Administration and Research Associate Professor in the Research Institute of Pharmaceutical Sciences; Department of Pharmacy Administration; effective July 1, 2021
- Ekaterina Berezina; *promotion to* Associate Professor of Nutrition and Hospitality Management; Department of Nutrition and Hospitality Management; effective July 1, 2021
- Eun Kyong Choi; *promotion to* Associate Professor of Nutrition and Hospitality Management; Department of Nutrition and Hospitality Management; effective July 1, 2021
- Jeremy Clark; *promotion to* Associate Professor of Mathematics; Department of Mathematics; effective July 1, 2021
- Ryan Fortenberry; *promotion to* Associate Professor of Chemistry and Biochemistry; Department of Chemistry and Biochemistry; effective July 1, 2021
- Jennifer Noelle Gifford; *promotion to* Associate Professor of Geology and Geological Engineering; Department of Geology and Geological Engineering; effective July 1, 2021
- David Marius Gligor; *promotion to* Professor of Marketing and Yvonne and Clyde Edwards Lecturer; Department of Marketing; effective July 1, 2021
- Jeremy Brian Griffin; *promotion to* Associate Professor of Accountancy; Department of Accountancy; effective July 1, 2021
- Yi Jin Kim; *promotion to* Associate Professor of Social Work; Department of Social Work; effective July 1, 2021
- Hoang Le; *promotion to* Associate Professor of Mathematics; Department of Mathematics; effective July 1, 2021
- Rebecca Marchiel; *promotion to* Associate Professor of History; Department of History; effective July 1, 2021
- Alice Myatt; *promotion to* Associate Professor of Writing and Rhetoric; Department of Writing and Rhetoric; effective July 1, 2021
- Paul Polgar; *promotion to* Associate Professor of History; Department of History; effective July 1, 2021
- Brenda Helen Prager; *promotion to* Associate Professor of Chemical Engineering; Department of Chemical Engineering; effective July 1, 2021

- Kristin Hughes Rogers; *promotion to* Associate Professor and Electronic Resources and Discovery Librarian; University of Mississippi Libraries; effective July 1, 2021
- Vance Schaefer; *promotion to* Associate Professor of Modern Languages; Department of Modern Languages; effective July 1, 2021
- Lloyd R. Wade; *promotion to* Associate Professor of Integrated Marketing Communications and (Affiliate) Associate Professor of Biomedical Engineering.; Department of Journalism; effective July 1, 2021
- Sara Wellman; *promotion to* Associate Professor of Modern Languages; Department of Modern Languages; effective July 1, 2021
- Julie Wronski; *promotion to* Associate Professor of Political Science; Department of Political Science; effective July 1, 2021
- Zhini Zeng; *promotion to* Associate Professor of Modern Languages; Department of Modern Languages; effective July 1, 2021

University of Southern Mississippi

- Jacquelyn Adams; *promotion* to Associate Professor; School of Music; College of Arts and Sciences; effective August 16, 2021
- Amitava Biswas; *promotion* to Associate Professor; School of Speech and Hearing Sciences; College of Nursing and Health Professions; effective August 16, 2021
- Daniel Capron; Associate Professor; School of Psychology; College of Education and Human Sciences; effective August 16, 2021
- Nora Charles; *promotion* to Associate Professor; School of Psychology; College of Education and Human Sciences; effective August 16, 2021
- Adam Clay; *promotion* to Associate Professor; School of Humanities; College of Arts and Sciences; effective August 16, 2021
- Zachary Darnell; *promotion* to Associate Professor; School of Ocean Science and Engineering; College of Arts and Sciences; effective August 16, 2021
- Srinidhi Kanuri; *promotion* to Associate Professor; School of Finance; College of Business and Economic Development; effective August 16, 2021
- Galit Kaunitz; *promotion* to Associate Professor; School of Music; College of Arts and Sciences; effective August 16, 2021
- Sarah Lee; *promotion* to Professor; School of Computing Sciences and Computer Engineering; College of Arts and Sciences; effective August 16, 2021
- Lindsey Maxwell; Associate Professor; School of Communication; College of Arts and Sciences; effective August 16, 2021
- Vincenzo Mistretta; *promotion* to Associate Professor; School of Communication; College of Arts and Sciences; effective August 16, 2021

- Nicole Phillips; *promotion* to Associate Professor; School of Biological, Environmental, and Earth Sciences; College of Arts and Sciences; effective August 16, 2021
- Peter Rogers; *promotion* to Professor; School of Construction and Design; College of Arts and Sciences; effective August 16, 2021
- Stephanie Smith; *promotion* to Associate Professor; School of Psychology; College of Education and Human Sciences; effective August 16, 2021
- Laurance Paul Strait; *promotion* to Associate Professor; School of Communication; College of Arts and Sciences; effective August 16, 2021
- Jonathan Yarrington; *promotion* to Associate Professor; School of Music; College of Arts and Sciences; effective August 16, 2021

REGULAR AGENDAS

ACADEMIC AFFAIRS

Presented by Trustee Steven Cunningham, Chair

On motion by Trustee Morgan, seconded by Trustee Martin, with Trustees Cummings, Hubbard, and Rader abstaining from voting, all other Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda.

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

SCHOOL OF NURSING	PROGRAM TYPE	ACCREDITATION STATUS
Alcorn State University	ADN BSN **MSN** DNP	Continuing Accreditation Continuing Accreditation **Continuing Accreditation with Conditions[1]** Initial Accreditation
Belhaven University	**BSN**	**Continuing Accreditation with Conditions[2]**
Coahoma Community College	ADN	Continuing Accreditation
Copiah-Lincoln Community College	ADN	Continuing Accreditation
Delta State University	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation
East Central Community College	ADN	Continuing Accreditation
East Mississippi Community College	ADN	Continuing Accreditation
Hinds Community College	ADN	Continuing Accreditation
Holmes Community College	ADN	Continuing Accreditation
Itawamba Community College	ADN	Continuing Accreditation
Jones County Junior College	ADN	Continuing Accreditation
Meridian Community College	ADN	Continuing Accreditation

SCHOOL OF NURSING	PROGRAM TYPE	ACCREDITATION STATUS
Mississippi College	BSN MSN	Continuing Accreditation Initial Accreditation
Mississippi Delta Community College	ADN	Continuing Accreditation
Mississippi Gulf Coast Community College	ADN	Continuing Accreditation
Mississippi University for Women	ADN BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation Continuing Accreditation
Northeast Mississippi Community College	ADN	Continuing Accreditation
Northwest Mississippi Community College	ADN	Continuing Accreditation
Pearl River Community College	ADN	Continuing Accreditation
Southwest Mississippi Community College	ADN	Continuing Accreditation
University of Mississippi Medical Center	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation
University of Southern Mississippi	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation
William Carey University	BSN MSN	Continuing Accreditation Continuing Accreditation

[1]**Alcorn State University**

- **REASON:** MSN/Post-Masters Certificate Program non-compliant with ACEN Standard 6. Outcomes. Criterion. 6.2. Nurse practitioner certification examination for first-time test takers during the same 12-month period.
- **CONDITION**: must submit a Follow-Up Report to ACEN by October 15, 2022.

[2]**Belhaven University**

- **REASON:** BSN program non-compliant with IHL Standard III. Students. State Specific Requirements 2.b.5. All students must satisfy a criminal history background check with fingerprinting.
- **CONDITION**: must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/21.

FINANCE AGENDA

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee Morgan, with Trustees Cummings, Hubbard, and Rader abstaining from voting, all other Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Finance Agenda. On motion by Trustee Duff, seconded by Trustee McNair, with Trustees Cummings, Hubbard, and Rader abstaining from voting, all other Trustees legally present and participating voted unanimously to approve item #2.

1. **MSU** – Approved the request to issue through the Mississippi State University Educational Building Corporation (MSU EBC) revenue bonds in one or more tax-exempt and/or taxable series to refund all or a portion of the outstanding Revenue Bonds, Series 2013 (Refunding and Improvements Project) dated October 11, 2013, Revenue Bonds, Series 2014A (New Facilities and Refinancing Project) dated May 6, 2014, Taxable Revenue Bonds, Series 2014B (New Facilities Project), dated May 6, 2014, and Revenue Bonds, Series 2015

(Campus Improvements Project) dated April 8, 2015 (collectively, the "Prior Bonds"). The primary purpose of issuing the bonds is to realize interest rate savings for MSU by refunding the Prior Bonds. The Board approved the request to pay the costs of issuance, sale and delivery of the bonds and approval of necessary bond documents. The Board also reviewed and approved the financial advisor's report provided by Hilltop Securities. The professionals are as follows: Financial Advisor – Hilltop Securities; Bond Counsel – Jones Walker LLP; and Underwriters – Either Raymond James & Associates, Inc., Wells Fargo Bank, National Association and/or Stephens, Inc. and such other underwriters as are named in the Bond Purchase Agreement, will serve as underwriters for the bonds, or placement agents in the event a private placement transaction is utilized. Bond counsel will be compensated at a rate of $1.15 per $1,000 in par value of bonds. The estimated fee will be $161,000. The term of the new bonds will closely match the term of the existing debt which is being refinanced. MSU EBC expects to issue up to $140 million par value in fixed rate bonds for the purposes set forth above. Revenues currently being used for debt service on the Prior Bonds will fund the reissuance.

2. **JSU** – Approved the request to enter a lease agreement with University Park of Jackson II, LLC ("UPJII"), which is a wholly owned subsidiary of the JSU Development Foundation, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi and an affiliated entity of Jackson State University, for the purpose of leasing twenty-five thousand (25,000) gross square feet of space within a building owned by UPJII located at the corner of J. R. Lynch and Dalton Streets in Jackson, Mississippi, which is adjacent to the main campus of JSU, known as "One University Place". This Lease Agreement shall commence on July 1, 2021 and shall continue for a period of fifteen (15) months and shall terminate at midnight on September 30, 2022, unless extended pursuant to the renewal provisions. JSU shall have the right to extend the Lease Agreement for an additional six (6) month term. JSU shall also have the right to purchase the Leased Premises at any time during the Lease Term, including the Renewal Term, of this Lease upon giving Purchase notice in writing to UPJII at least sixty (60) days prior to the expiration of the Base Lease Term or the Renewal Term of JSU's intention to purchase the property, One University Place. If JSU occupies the Leased Premises beyond the terms provided in the agreement, JSU will be considered as a "holdover." During such holdover tenancy, the parties will be bound by all of the terms and conditions of the lease agreement except JSU shall pay UPJII one and one-half (1 ½) times the rents payable to UPJII at the expiration or termination of this Lease Agreement. During the Base Lease Term of fifteen (15) months, JSU shall pay UPJII a total of $450,000 paid in monthly rent payments of $30,000. Additionally, should JSU renew the Lease Agreement for the six (6) month renewal term, JSU shall pay to UPJII a total of $180,000 paid in monthly rent payments of $30,000. All rental payments shall be paid in advance on the first day of each month. JSU shall be responsible for payment of various additional expenses: 1) JSU shall pay to UPJII as additional rent (a) all maintenance and repair expenses directly attributable only to the Leased Premises and (b) its pro rata share of all maintenance and repair expenses allocable to the entire Building or the Site during in each calendar year during the Lease Term; 2) JSU shall pay to UPJII as additional rent a pro rata share of the total annual premium for fire and extended coverage insurance for the Building and other improvements located on the Site in each calendar year during

the Lease Term; and 3) JSU shall pay to UPJII as additional rent (a) all Utility Charges directly attributable to the Leased Premises and (b) its pro rata share of all Utility Charges allocable to the entire Building or the Site in each calendar month during the Lease Term. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of the monthly rent in advance each month. The lease will be funded with Education and 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.

LEGAL AGENDA

Presented by Trustee Ann Lamar, Chair

On motion by Trustee Duff, seconded by Trustee Luckey, with Trustees Cummings, Hubbard, and Rader abstaining from voting, all other Trustees legally present and participating voted unanimously to move item #1 to the Executive Session Agenda.

1. **UMMC -** Settlement of IHL Self-Insured Workers' Compensation Claim No. 55-43552-1. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**

ADMINISTRATION/POLICY AGENDA

Presented by Commissioner Alfred Rankins, Jr.

On motion by Trustee Duff, seconded by Trustee Ogletree, with Trustees Cummings, Hubbard, and Rader abstaining from voting, all other Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Administration/Policy Agenda.

1. **SYSTEM –** Approved the following committee appointments by President Walt Starr.

STANDING COMMITTEES

Academic Affairs Committee – Dr. Steven Cunningham, Chair
Audit Committee – Bruce Martin, Chair
Finance Committee – Tom Duff, Chair
Health Affairs Committee – Dr. Alfred McNair, Jr., Chair
Legal Committee – Gee Ogletree, Chair
Real Estate Committee – Chip Morgan, Chair

AD HOC COMMITTEES

***Ayers* Endowment Management**

1. Dr. Alfred McNair, Jr., Chair
2. Dr. Walt Starr, Board President
3. Dr. Alfred Rankins, Commissioner
4. Dr. Felicia Nave, ASU President
5. Thomas Hdson, JSU Acting President
6. Dr. Jerryl Briggs, MVSU President
7. Trustee Bruce Martin

Diversity

1. Dr. Steven Cunningham, Chair
2. Jeanne Luckey
3. Chip Morgan

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

INFORMATION AGENDAS

Presented by Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS

1. **USM –** Certificate Programs

   Rename

   a. Current certificate title: Casino Management
      Proposed certificate title: Casino Resort Management and Marketing
      Responsible academic unit: Casino Resort Management and Marketing
      Level: Pre-Baccalaureate (less than 1 year)
      Total credit hours: 12
      CIP code, sequence: 52.0999, 8038
      Effective date: August 2021

   b. Current certificate title: Unmanned Maritime Systems
      Proposed certificate title: Uncrewed Maritime Systems
      Responsible academic unit: School of Ocean Science and Engineering
      Level: Pre-Baccalaureate (less than 1 year)
      Total credit hours: 10
      CIP code, sequence: 29.0306, 8095
      Effective date: August 2021

   c. Current certificate title: Unmanned Maritime Systems Operator
      Proposed certificate title: Uncrewed Maritime Systems Operator
      Responsible academic unit: School of Ocean Science and Engineering
      Level: Pre-Baccalaureate (less than 1 year)
      Total credit hours: 12
      CIP code, sequence: 29.0306, 8117
      Effective date: August 2021

Delete

d. Certificate title: Phlebotomy
Responsible academic unit: School of Biological, Environmental, and Earth Sciences
Level: Pre-baccalaureate (less than 1 year)
Total credit hours: 2
CIP code, sequence: 51.1009, 8031
Effective date: August 2021

REAL ESTATE

2. **SYSTEM –** The Board received the Real Estate items that were approved by the Board staff subsequent to the April 15, 2021 Board meeting in accordance with Board Policy 904 Board Approval. **(See Exhibit 1.)**

LEGAL

3. **SYSTEM –** The Board received a report of the payment of legal fees to outside counsel. **(See Exhibit 2.)**
4. **SYSTEM –** The Chair of the Legal Committee approved requesting an official Attorney General's opinion on questions related to newly appointment board members.

ADMINISTRATION/POLICY

5. **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 May 6, 2021, Commissioner Alfred Rankins, Jr. approved the revisions to the FY 2021 *Ayers* academic programs budgets after conducting a review of the programs. It appears that these revisions were 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 fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.
   b. **MSU –** On April 19, 2021, Commissioner Alfred Rankins, Jr., approved the Ground Lease Agreement between Mississippi State University and Alpha Chi Omega National House Corporation for Lot #17 of Sorority Hill Subdivision on the Mississippi State Campus. The term of the ground lease is 50 years at a cost of $50. The IHL Associate Commissioner for Legal Affairs has reviewed the

agreement 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 Board Office.

c. **MSU** – On April 29, 2021, Commissioner Alfred Rankins, Jr., approved the Lease between the Mississippi Agriculture and Forestry Station (MAFES)/Mississippi State University and Miles C. Bridgers for use of 117 acres located at the Brown Loam Branch Experiment Station in Raymond, MS, specifically Fields 14 and 12 for crop farming. This is a new revenue-generating lease and will be effective upon approval and execution through no later than October 2022 at a cost of $8,424 per year. The IHL Associate Commissioner for Legal Affairs has reviewed the agreement 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 Board Office.

d. **MVSU** - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 6, 2021, Commissioner Alfred Rankins, Jr. approved the revisions to the FY 2021 *Ayers* academic programs budgets after conducting a review of the programs. It appears that these revisions were 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.

e. **UM** – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, "the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board." On April 19. 2021, Commissioner Alfred Rankins, Jr., approved the University of Mississippi's Parking and Traffic Rules and Regulations for the 2021-2022 school year. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the documents.

f. **SYSTEM** – On April 19, 2021, Commissioner Alfred Rankins, Jr. reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for FY20 Q3 during the period of January 1, 2020 through Mach 31, 2020 and for FY20 Q4 during the period of April 1, 2020 through June 30, 2020. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and

approved the institutions' submissions for both periods. A copy of the reports will be maintained in the IHL Department of Finance and Administration.

HEALTH AFFAIRS
COMMITTEE REPORT

Wednesday, May 19, 2021

The meeting was called to order by Chairman Walt Starr at approximately 3:00 p.m. Due to recommendations from the Mississippi State Department of Health for social distancing due to COVID-19, members of the Board participated in the meeting via Zoom and in-person. **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 Health Affairs Committee.** The following items were discussed.

1. The Committee received a report on the quality/patient experience, discussed the monthly financial summary and goal dashboard including COVID-19 statistics, discussed the FY 2022 budget for preliminary review; and received a report on disaster/emergency planning. **No action was taken.**
2. Executive Session
   On motion by Trustee Luckey, with Trustees Cummings, Duff, Hubbard, and Parker absent and not voting and Trustees Cunningham, Martin, McNair, Morgan, and Rader participating via Zoom, 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 Luckey, seconded by Trustee Ogletree, with Trustees Cummings, Duff, Hubbard, and Parker absent and not voting and Trustees Cunningham, Martin, McNair, Morgan, and Rader participating via Zoom, all Committee members legally present and participating voted unanimously **to enter Executive Session** for the reasons reported to the public and stated in these minutes, as follows:
   Discussion of strategic business plans related to a public hospital.
   During Executive Session, the Committee discussed the strategic business plans related to a public hospital. **No action was taken.**
   On motion by Trustee Luckey, seconded by Trustee Ogletree, with Trustees Cummings, Duff, Hubbard, and Parker absent and not voting and Trustees Cunningham, Martin, McNair, Morgan, and Rader participating via Zoom, all Committee members legally present and participating voted unanimously to return to open session.
3. On motion by Trustee Morgan, seconded by Trustee Ogletree, with Trustees Cummings, Duff, Hubbard, and Parker absent and not voting and Trustees Cunningham, Martin, McNair, Morgan, and Rader participating via Zoom, all Committee members legally present and participating voted unanimously to adjourn.

The following Committee members were present: Dr. Walt Starr (Chair), Dr. Steven Cunningham (via Zoom), Ms. Jeanne Carter Luckey, Mr. Bruce Martin (via Zoom), Dr. Alfred E. McNair, Jr. (via Zoom), Mr. Chip Morgan (via Zoom), Mr. Gee Ogletree, and Mr. Gregg Rader (via Zoom). Dr. Ormella Cummings, Mr. Tom Duff, Ms. Teresa Hubbard, and Mr. Hal Parker were absent.

ANNOUNCEMENTS

- President Starr announced the next Board meeting will be held on June 17, 2021 at the Board Office in Jackson.
- President Starr thanked each institutional executive officer for successfully navigating through the worst of the pandemic. With no precedent or historical data to follow, the institutional executive officers worked together as a system to handle an almost impossible job. On behalf of the IHL Board, President Starr expressed his appreciation for a "job well done."
- The university presidents reported on current activities on their campuses.

EXECUTIVE SESSION

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

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

On motion by Trustee McNair, seconded by Trustee Martin, with Trustees Cummings, Hubbard, and Rader abstaining from voting, all other Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers' Compensation Claim No. 55-43552-1 styled as *Darryl Norwood vs. the University of Mississippi Medical Center, et al.*, as recommended by counsel.

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

On motion by Trustee Ogletree, seconded by Trustee Luckey, 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 Morgan, seconded by Trustee Duff, 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 Real Estate items that were approved by the IHL Board staff subsequent to the April 15, 2021 Board meeting.

Exhibit 2 Report of the payment of legal fees to outside counsel.

EXHIBIT 1

May 20, 2021

SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE APRIL 15, 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 101-320– Campus-Wide ADA Improvements**
   Approval Request #1: Design Development Documents
   Board staff approved the Design Development Documents as submitted by Canizaro Cawthon Davis, P.A.
   Approval Status & Date: APPROVED, April 9, 2021
   Project Initiation Date: June 20, 2019
   Design Professional: Canizaro Cawthon Davis, P.A.
   General Contractor: TBD
   Total Project Budget: $4,120,000.00

DELTA STATE UNIVERSITY

2. **DSU- GS 102-267 – Campus Roofing – Phase 2**
   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 April 13, 2021 to increase the project budget from $1,546,259.00 to $3,968,456.00, for an increase of $2,422,197.00.
   Interim Approval Status & Date: APPROVED, April 13, 2021
   Approval Request #2: Award of Construction Contract
   Board staff approved the Award of Contract in the amount of $2,164,750.00 to the apparent low bidder, E. Cornell Malone.
   Approval Status & Date: APPROVED, April 14, 2021
   Project Initiation Date: January 17, 2019
   Design Professional: Burris/Wagnon Architects, P.A.

General Contractor: E. Cornell Malone
Total Phased Budget: $2,422,198.00
Total Project Budget: $3,968,456.00

3. **DSU- GS #102-272 – Residence Hall Improvements (Lawler-Harkins)**
UNAPPROVAL Request #1: Schematic Design Documents
Board staff did not approve the Schematic Design Documents as submitted by Burris-Wagnon.
UNAPPROVAL Request #2: Design Development Documents
Board staff did not approve the Design Development Documents as submitted by Burris-Wagnon.
UNAPPROVAL Request #3: Contract Documents
Board staff did not approve the Contract Documents as submitted by Burris-Wagnon.
UNAPPROVAL Request #4: Advertise
Board staff did not approve request to advertise for receipt of bids
Approval Status & Date: NOT APPROVED, April 23, 2021
Approval Request #5: Award of Construction Contract
Board staff approved the Award of Contract in the amount of $2,475,000.00 to the apparent low bidder, Alliant Construction/Ergon Maint. Serv.
Approval Status & Date: APPROVED, May 2, 2021
Project Initiation Date: February 18, 2021
Design Professional: Burris Wagnon
General Contractor: Alliant Construction
Total Project Budget: $3,241,188.00

4. **DSU- GS #102-276 – Residence Hall Improvements (Cain, Tatum, Fugler, Hammett, Brumby Castle)**
UNAPPROVAL Request #1: Schematic Design Documents
Board staff did not approve the Schematic Design Documents as submitted by Burris-Wagnon.
UNAPPROVAL Request #2: Design Development Documents
Board staff did not approve the Design Development Documents as submitted by Burris-Wagnon.
UNAPPROVAL Request #3: Contract Documents
Board staff did not approve the Contract Documents as submitted by Burris-Wagnon.
UNAPPROVAL Request #4: Advertise
Board staff did not approve request to advertise for receipt of bids
Approval Status & Date: NOT APPROVED, April 23, 2021
Project Initiation Date: February 18, 2021
Design Professional: Burris Wagnon
General Contractor: Alliant Construction
Total Project Budget: $2,186,092.77

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5. **DSU- GS 102-276 – Residence Hall Improvements (Cain, Tatum, Fugler, Hammett, Brumby Castle)**
   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 April 30, 2021 to increase the project budget from $1,521,926.00 to $2,186,092.77, for an increase of $664,166.77.
   Interim Approval Status & Date: APPROVED, April 30, 2021
   Approval Request #2: Award of Construction Contract
   Board staff approved the Award of Contract in the amount of $1,934,000.00 to the apparent low bidder, Conerly Construction, Inc.
   Approval Status & Date: APPROVED, May 3, 2021
   Project Initiation Date: January 17, 2019
   Design Professional: Burris/Wagnon Architects, P.A.
   General Contractor: Conerly Construction, Inc.
   Total Project Budget: $2,186,092.77

MISSISSIPPI STATE UNIVERSITY

6. **MSU- IHL 205-286 – New Parking Stone Blvd. and Morgan Extended**
   Approval Request #1: Change Order #4
   Board staff approved Change Order #4 in the amount of $55,505.18 and eighty-six (86) additional days to the contract of Burns Dirt Construction, Inc.
   Approval Status & Date: APPROVED, April 22, 2021
   Change Order Description: Change Order #4 includes the following items: seventy-three (73) adverse weather conditions; substituted thermo markings to paint/cold plastic; Magruder Street intersection revisions were done on the east and west sides with an additional thirteen (13) days to the contract for a total of eighty-six (86) days to the contract.
   Change Order Justification: These changes were due to weather; user/owner requested modifications; and days for work as indicated herein.
   Total Project Change Orders and Amount: Four (4) change orders for a total amount of $128,399.83.
   Project Initiation Date: August 17, 2017
   Design Professional: Garver, LLC
   General Contractor: Burns Dirt Construction, Inc.
   Total Project Budget: $3,300,000.00

7. **MSU- IHL 205-302 – FY 19-CEF Sewer Forcemain Replacement**
   Approval Request #1: Change Order #3
   Board staff approved Change Order #3 in the credit amount of $5,161.61 and zero (0) additional days to the contract of Eubank Construction Co., Inc.
   Approval Status & Date: APPROVED, April 27, 2021

Change Order Description: Change Order #3 includes the following items: this change order was directed by MSU for reimbursement of funds to repair a leak at the connection point of the new force main to the old force main due to defects in the work.
Change Order Justification: This change was due to user/owner requested modifications.
Total Project Change Orders and Amount: Three (3) change orders for a total amount of $87,008.01.
Project Initiation Date: December 10, 2019
Design Professional: Garver Engineering
General Contractor: Eubank Construction Co., Inc.
Total Project Budget: $1,200,000.00

8. **MSU- IHL 205-306 – IED Parking Lot Improvements**
Approval Request #1: Change Order #1
Board staff approved Change Order #1 in the amount of $10,911.20 and four (4) additional days to the contract of Burns Dirt Construction, Inc.
Approval Status & Date: APPROVED, April 27, 2021
Change Order Description: Change Order #1 includes the following items: removed an old building pad in the north area of the site and south area of the site; installation of proposed storm inlet for a storm pipe from the adjacent project that will be installed at the completion of the project and four (4) days to the contract.
Change Order Justification: These changes were due to errors and omissions in the plans and specifications; latent job site conditions and days for work as indicated herein.
Total Project Change Orders and Amount: One (1) change order for a total amount of $10,911.20.
Project Initiation Date: June 18, 2020
Design Professional: Pickering Firm, Inc.
General Contractor: Burns Dirt Construction, Inc.
Total Project Budget: $2,000,000.00

9. **MSU- IHL #205-309 – MSU Ice Plant Expansion**
Approval Request #1: Schematic Design Documents
Board staff approved the Schematic Design Documents as submitted by Engineering Resource Group, Inc.
Approval Status & Date: APPROVED, April 15, 2021
Project Initiation Date: August 20, 2020
Design Professional: Engineering Resource Group, Inc.
General Contractor: TBD
Total Project Budget: $6,500,000.00

10. **MSU- IHL 405-001 – Music Building Re-Bid**
Approval Request #1: Change Order #3
Board staff approved Change Order #3 in the amount of $139,684.00 and zero (0) additional days to the contract of Mac's Construction Company, Inc.
Approval Status & Date: APPROVED, April 22, 2021

Change Order Description: Change Order #3 includes the following items: relocated and rerouted the storm drain box and associated pipe; raised the existing fiber box and electrical vault to a new elevation; changed the door hardware, access controls, and added vision lite kits at select doors.
Change Order Justification: These changes were due to errors and omissions in the plans and specifications and user/owner requested modifications.
Total Project Change Orders and Amount: Three (3) change orders for a total amount of $216,095.00.
Project Initiation Date: May 18, 2017
Design Professional: Allred Stolarski Architects
General Contractor: Mac's Construction Company, Inc.
Total Project Budget: $21,100,000.00

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11. **MUW- GS 104-188– Culinary Arts**
Approval Request #1: Contract Documents
Board staff approved Contract Documents as submitted by JBHM
Approval Status & Date: APPROVED, April 21, 2021
Approval Request #4: Advertise
Board staff approved request to advertise for receipt of bids.
Approval Status & Date: APPROVED, April 21, 2021
Project Initiation Date: June 18, 20150
Design Professional: JBHM
General Contractor: TBD
Total Project Budget: $19,555,613.00

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SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 4/16/21) from the funds of Mississippi State University. (This statement, in the amount of $137.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE…….……..……$ 137.50

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 4/1/21) from the funds of Mississippi State University. (This statement, in the amount of $581.00, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE…….……..……$ 581.00

Payment of legal fees for professional services rendered by Brunini (statements dated 2/24/21, 3/11/21 and 4/16/21) from the funds of the University of Mississippi. (These statements, in the amounts of $11,662.50, $6,078.75 and $1,650.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE…….……..……$ 19,391.25

Payment of legal fees for professional services rendered by Butler Snow (statements dated 8/28/20, 9/17/20, 10/21/20, 4/15/21 and 4/28/21) from the funds of the University of Mississippi. (These statements, in the amounts of $42,416.67, $60,624.90, $6,958.43, $1,500.00 and $7,919.85, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE…….……..……$ 119,419.85

Payment of legal fees for professional services rendered by Evans|Petree PC (statement dated 12/3/20) from the funds of the University of Mississippi. (This statement, in the amount of $10,621.25, represents services and expenses in connection with general legal advice.)

TOTAL DUE…….……..……$ 10,621.25

Payment of legal fees for professional services rendered by Holland & Knight, LLP (statement dated 12/7/20) from the funds of the University of Mississippi. (This statement, in the amount of $200.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE…….……..……$ 200.00

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Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 3/13/20, 3/13/20, 4/9/20, 9/4/20, 9/4/20, 1/13/21, 2/8/21, 3/3/21 and 4/7/21) from the funds of the University of Mississippi. (These statements, in the amounts of $127.19, $3,245.00, $2,360.00, $860.59, $2,631.50, $1,339.62, $321.60, $7,466.00 and $6,162.55, represent services and expenses in connection with general legal advice.)

TOTAL DUE……..……..……$ 24,514.05

Payment of legal fees for professional services rendered by Phelps Dunbar, LLP (statements dated 10/30/20 and 12/8/20) from the funds of the University of Mississippi. (These statements, in the amounts of $3,432.15 and $252.60, represent services and expenses in connection with general legal advice.)

TOTAL DUE……..……..……$ 3,684.75

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 1/1/21, 3/1/21, 3/1/21 and 4/1/21) from the funds of the University of Mississippi. (These statements, in the amounts of $2,000.00, $6,000.00, $6,000.00 and $90.05, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE……..……..……$ 14,090.05

Payment of legal fees for professional services rendered by Baker, Donelson, Bearman, Caldwell & Berkowitz, PC (statement dated 3/9/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $42,909.00, represents services and expenses in connection with legal advice.)

TOTAL DUE……..……..……$ 42,909.00

Payment of legal fees for professional services rendered by Butler Snow, LLP (statements dated 2/25/21, 3/12/21, 3/12/21, 3/12/21, 3/23/21, 4/16/21 and 4/16/21) from the funds of the University of Mississippi Medical Center. (These statements in the amounts of $29,312.90, $324.50, $998.75, $88.50, $9,962.90, $1,032.50 and $1,622.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……..……..……$ 43,342.55

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 3/17/21, 3/23/21 and 3/23/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,953.90, $1,222.30 and $9,316.70, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……..……..……$ 12,492.90

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Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 2/26/21 and 3/26/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,921.15 and $2,161.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……..…….……$ 5,082.65

Payment of legal fees for professional services rendered by Hagwood & Tipton, PC (statements dated 3/5/21, 3/15/21 and 4/7/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $3,655.10, $2,500.00 and $2,558.20, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……..…….……$ 8,713.30

Payment of legal fees for professional services rendered by Hogan|Lovells (statement dated 3/18/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $7,618.00, represents services and expenses in connection with legal advice.)

TOTAL DUE……..…….……$ 7,618.00

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 4/1/21 and 4/1/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $379.50 and $2,145.00, represent services and expenses in connection with legal advice.)

TOTAL DUE……..…….……$ 2,524.50

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 3/16/21, 3/16/21 and 3/16/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $3,729.00, $313.50 and $132.00, represent services and expenses in connection with legal advice.)

TOTAL DUE……..…….……$ 4,174.50

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 3/35/21 and 4/2/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $648.00 and $2,107.00, represent services and expenses in connection with legal advice.)

TOTAL DUE……..…….……$ 2,755.00

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Payment of legal fees for professional services rendered by Whitfield Law Group (statement dated 2/27/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $20,461.20, represents services and expenses in connection with legal advice.)

TOTAL DUE…….…….……$ 20,461.20

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 4/13/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $2,106.00, represents services and expenses in connection with legal advice.)

TOTAL DUE…….…….……$ 2,106.00

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 4/1/21, 4/1/21 and 4/1/21) from the funds of the University of Southern Mississippi. (These statements, in the amount of $96.56, $100.00 and $1,500.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE…….…….……$ 1,696.56

Payment of legal fees for professional services rendered by Wise, Carter, Child & Caraway (statements dated 4/16/21, 4/16/21 and 4/20/21) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $897.00, $1,228.50 and $1,307.50, represent services and expenses in connection with legal advice.)

TOTAL DUE…….…….……$ 3,433.00

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 3/29/21 and 3/29/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “IP and Regulatory Matters” - $147.50; and “Therapeutics for Breathing Disorders” - $1,971.00.)

TOTAL DUE…….…….……$ 2,118.50

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 4/13/21, 4/23/21, 4/23/21, 4/23/21, 4/23/21, 4/23/21, 4/23/21, 4/23/21 and 4/23/21) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Occidiofungin, a Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans - $597.00”; “Symmetrical CCC-NHC Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - $703.50; “Unsymmetrical CCC-NHC Pincer Metal Complexes and Applications (Divisional)” - $38.00; “Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $1,170.50; “Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof” - $1,357.00; “Unsymmetrical Salts,

EXHIBIT 2

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CCC-NHC Pincer Metal Complexes and Methods of Making the Same" - $38.00; "Polymers and Co-Polymers for Polymer Matrix Composites and High Yield Carbon-Carbon-Composite Structures Therefrom" - $5,454.50; "Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production" - $38.00; and "A Transcription Factor for high Protein, Broad Disease Resistance and Faster Growth" - $38.00.)

TOTAL DUE……..…….……$ 9,434.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 3/10/21, 3/10/21, 3/30/21 and 3/30/21) 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" - $2,048.00; "Unsymmetrical CCC-NHC Pincer Metal Complexes and Applications (Divisional)" - $1,435.50; "A Transcription Factor for High Protein, Broad Disease Resistance and Faster Growth" - $1,934.50; and "Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof" - $457.00.)

TOTAL DUE……..…….……$ 5,875.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 3/12/21, 3/12/21, 4/15/21 and 4/29/21) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patents/IP matters: "Trademark Matters" - $1,032.50; "Emerald Bioscience, Inc." - $649.00; "Trademark Matters" - $1,327.50; and Stuttering Inhibition Method and Device" - $590.00.

TOTAL DUE……..…….……$ 3,599.00

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 3/10/21, 3/10/21, 3/10/21 and 3/18/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Biologically Active Cannabidiol Analogs" - $275.00; ""Biologically Active Cannabidiol Analogs" - $200.00; "Biologically Active Cannabidiol Analogs" - $200.00; and "Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis" - $600.00, respectively.)

TOTAL DUE……..…….……$ 1,275.00

Payment of legal fees for professional services rendered by Thomas|Horstemeyer (statements dated 3/29/21 and 3/29/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Vacuum Sweep Dehumidification System" - $1,255.80 and "IP / Patent Matter – National Stage Application" - $1,910.00)

TOTAL DUE……..…….……$ 3,165.80

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Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 1/25/21, 1/25/21, 1/25/21, 1/25/21, 1/25/21, 1/25/21, 1/25/21, 1/25/21, 1/25/21, 1/25/21, 2/24/21, 2/24/21, 2/24/21, 2/24/21, 2/24/21, 2/24/21, 2/24/21, 2/24/21, 2/24/21 and 3/23/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $3,328.00, $686.00, $750.00, $504.30, $325.00, $280.50, $125.00, $52.00, $390.00, $546.00, $156.00, $607.50, $265.00, $233.00, $216.00, $186.00, $181.00, $5,726.78, $3,868.50 and $1,820.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE……..……..……$ 20,246.58

Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 8/25/20, 1/26/21, 1/26/21, 2/8/21, 3/2/21 and 3/17/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $250.00, $64.00, $2,960.00, $8,320.95, $400.00 and $209.50, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE……..……..……$ 12,204.45

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
JUNE 17, 2021

1. SYSTEM – APPROVAL OF MODIFICATIONS TO EXISTING ACADEMIC DEGREE PROGRAMS

A. RENAMING

1. **USM –** Current Program Title: Master of Science (MS) in Science Education
   Proposed Program Title: **Master of Science (MS) in STEM Education**
   Current CIP Code, Sequence: 13.1316, 4347
   Total credit hours: 34
   Effective date: August 2021
   Rationale: The program of study at the master's level is designed to increase the professional competency of science and mathematics teachers and to provide the coursework necessary to meet standards of teaching certification at this advanced level. The MS in Science Education degree is offered with an emphasis in biology, chemistry, mathematics, earth and environmental sciences, or physics. The program outcomes expressed in terms of student learning include demonstration of (a) graduate-level mastery of knowledge in the student's selected emphasis area; (b) the ability to integrate content knowledge into curricular, instructional, and assessment strategies for students at different educational levels; and (c) the ability to formulate, implement, and sustain changes in reforming science education to meet national standards at a school level.

2. **USM** – Program Title: Doctor of Philosophy (PhD) in Science Education
   Proposed Program Title: **Doctor of Philosophy (PhD) in STEM Education**
   Current CIP Code, Sequence: 13.1316, 1073
   Total credit hours: 63
   Effective date: August 2021
   Rationale: The Center for Science and Mathematics Education offers programs leading to the Doctor of Philosophy in Science Education. Graduates of the program are prepared as Science Education candidates for university tenure-track positions in colleges and community colleges. Students are immersed in science education research methods, measuring and investigating teaching and learning of science in an array of learning environments both formal and informal. They develop and exhibit a deep understanding of theory and research on learning, development, and teaching. Students learn to integrate and analyze sound pedagogical practices with an eye to sociological challenges and perspectives in various teaching settings, curricular supports, and tools. Students in the program work closely with faculty on a variety of research and outreach projects. Graduates conduct an original research project for their dissertation.

2. JSU – RENAMING AN EXISTING ACADEMIC UNIT

Current Unit Title: Department of English and Modern Foreign Languages and Speech Communication
Proposed Unit Title: **Department of English, Foreign Languages, and Speech Communication**
Unit Location: College of Liberal Arts

Six-year cost of implementation: $0
Effective date: July 2021
Rationale: The department reorganization was approved by IHL in 2017, but the official name of the department was not submitted correctly. This is a request to correct the name.

STAFF RECOMMENDATION: Board staff recommends approval of items 1-2.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 17, 2021

1. MSU – APPROVAL OF BUDGET ESCALATION – MISSISSIPPI STATE CHEMICAL LABORATORY EDUCATION & GENERAL

Mississippi State University (MSU) requests approval to escalate the educational & general budget of the Mississippi State Chemical Laboratory (MSCL) for FY 2021.

The escalation is requested to procure new equipment necessary for continued support of state regulatory programs and to improve MSCL's turnaround time.

Fund balance reserves will provide the source of funds.

Mississippi State Chemical Laboratory Educational & General Budget Revision by Major Object			
Category	**Current Budget**	**Increase/(Decrease)**	**Revised Budget**
Salaries	$ 1,397,630.00	$ -	$ 1,397,630.00
Wages	-	$ -	
Fringe Benefits	370,372.00	$ -	$ 370,372.00
Total Salaries, Wages, and Fringe Benefits	1,768,002.00	-	1,768,002.00
Travel and Subsistence	5,000.00	$ -	5,000.00
Contractual Services	82,000.00	$ -	82,000.00
Commodities	132,663.00	$ -	132,663.00
Capital Outlay			
Non-Equipment	-		-
Equipment	50,000.00	$ 50,000.00	**100,000.00**
Total Capital Outlay	50,000.00	50,000.00	**100,000.00**
Mandatory Transfers			
Debt Service	-	$ -	-
Matching	-	$ -	-
Other	39,000.00	$ -	39,000.00
Total Mandatory Transfers	39,000.00	-	39,000.00
Non-Mandatory Transfers			
Auxiliary Support	-	$ -	-
Building Projects	-	$ -	-
Other	-	$ -	-
Total Non-Mandatory Transfers	-	-	-
Increase in Fund Balance			
Total Uses of Funding	$ 2,076,665.00	50,000.00	$ 2,126,665.00

Staff Recommendation: Board staff recommends approval of this item.

2. MSU –REQUEST FOR APPROVAL TO ENTER INTO A SOFTWARE DEVELOPMENT SERVICES AGREEMENT WITH ITRANSITION, INC.

Agenda Item Request: Mississippi State University request approval to enter into a new contract for services with **ITRANSITION** to provide a full range of software

development services for MSU's National Strategic Planning and Analysis Research Center ("NSPARC")and the MSU Extension Service.

Contractor's Legal Name: **Itransition, Inc. dba A1QA ("Itransition")**

History of Contract: MSU currently has a contract in place with Itransition to assist NSPARC with software development activities that is set to expire on November 30, 2021 and has a not to exceed amount of $4.5 million. Based on the current and anticipated needs of NSPARC's clients, this contract will reach the not to exceed amount prior to the current contract end date. MSU, therefore, plans to terminate the current contract and enter into a new contract with ITRANSITION.

Specific Type of Contract: Software development services.

Purpose: By having the development services provided by ITRANSITION readily available, NSPARC has assisted other state agencies to secure grant dollars to fund work in data gathering, data analytics, and web/mobile software systems. While a large amount of the funding and work represents growing projects and activities with existing state agency clients, a considerable portion is with new state agency clients. NSPARC anticipates this volume to increase over the next several years. This will be beyond the intended scope and volume of the current software development services contract.

The new contract also will allow the MSU Extension Service to leverage the software development services for grant projects related to the core Extension program areas of Agriculture, Natural Resources, Community Resource Development, Family and Consumer Sciences, and Youth Development. Many of these grants include the development of a website, a web application, mobile app, or other software system to support the subject matter of the grant. Internal Extension Service staffing levels (within the Extension Center for Technology Outreach) are not sufficient to meet the timeline demands for completing these projects. The Extension Service utilizes consulting services for rapid development of internally needed software systems.

Scope of Work: The scope of work may include (but is not limited to):

- Project Planning
- Prototyping
- Architecting
- Designing
- Programming:
    - Web Development
    - iOS Development
    - Android Development
- Application Testing:
    - Functional Testing
    - Accessibility Testing

  - Usability Testing
  - Security Testing
  - Mobile Application Testing
  - Automated Script Development, Execution and Test Run Analysis
  - External API Testing
- Technical Writing
- Support and Maintenance

Term of Contract: The contract will commence on July 1, 2021 and expire on June 30, 2024 unless renewed for two consecutive one-year periods upon written agreement of both parties.

Termination Options:

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

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

Contract Amount: The total contract cost will not exceed $12,500,000. Payment will be issued on a monthly basis upon receipt of time and material invoice reviewed and approved by a contract administrator. The time and material invoice is based on the actual services rendered.

Funding Source for Contract: The contract will be paid through NSPARC Service Center funds, Extension Service grants, and state or federally appropriated funds.

Contractor Selection Process: A Request for Proposals was issued in December 2020, and three proposals were received. A review committee was formed consisting of three NSPARC staff members, one MSU Extension staff member, and one MSU ITS staff member. The committee analyzed each of the three RFP responses on the basis of factors that divide into finding the "Best Quality" and finding the "Lowest Price" proposal. The "Best Quality" decision was based on three factors: 1) Corporate Structure, Credentials, and Prior Experience; 2) Operations and Plan to Perform; and 3) Efficiencies and Sustainability. Based on these factors, the firm selected as the successful bidder was Itransition. MSU sought and received approval from the Mississippi Department of Information Technology's (ITS) at it board meeting on April 15, 2021. MSU received

approval authorization through CP-1 20210374/Contract IT20210165 to negotiate a contract with the awarded vendor.

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

3. **MSU – REQUEST FOR APPROVAL TO ENTER INTO A SERVICE CONTRACT FOR SOFTWARE WITH PAGEUP PEOPLE PTY LTD**

Agenda Item Request: MSU requests approval to enter into a contract with **PageUp People** to provide various software modules for Talent Management use.

Contractor's Legal Name: PageUp People Pty Ltd

History of Contract: MSU's current five-year contract for Talent Management Software is held by PageUp and expires December 5, 2021. MSU issued a new Request for Proposal (RFP) on August 10, 2020 and chose PageUp as the prospective vendor on January 8, 2021.

Specific Type of Contract: Service contract for software.

Purpose: To provide a comprehensive talent management and applicant tracking software system and modules for onboarding and learning and development.

Scope of Work: Continue to service and support the existing talent management software solution for the following modules: Recruitment, Onboarding, Learning and Development, Reporting. Implement Connector Access with one provider for background checking services.

Term of Contract: Five years.

Termination Options: The continuance of the Contract with MSU is based upon the availability of funds. Therefore, this contract can be cancelled by MSU with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority.

In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party.

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

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

Contract Amount: It is estimated that the total contract amount will be $972,522.80 but we are requesting approval up to the full CP-1 Approved amount of $988,220.00 (CP-1 Number 20200479) to allow for minor changes throughout the contract term.

Funding Source for Contract: MSU general funds

Contractor Selection Process: MSU issued RFP 20-81 on August 13, 2020 and received five responses. After an initial review of the technical submissions, it was determined that web demos were needed from all five vendors. Once the web demos were complete, the committee scored all five vendors and eliminated the two lowest scored vendors. PageUp People received the highest technical score based primarily on its ease of use and immediate integration with Banner on new items. Cost proposals were opened for the three remaining vendors. While PageUp People was the highest in cost, the three proposals were all within $40,000 of one another. Given that its technical score was not notably higher than the other two vendors, PageUp People emerged with the highest total score.

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 PageUp People Pty Ltd for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

4. **MSU – REQUEST FOR APPROVAL TO ENTER INTO A SOFTWARE AND SERVICES AGREEMENT WITH SITEIMPROVE, INC.**

Agenda Item Request: Mississippi State University is requesting approval to enter into a new contract with **SiteImprove, LLC** to provide website accessibility scanning and reporting to determine compliance with WCAG 2.0 standards.

Contractor's Legal Name: SiteImprove, Inc.

History of Contract: MSU's current contract with SiteImprove expires June 30, 2021. MSU issued a new Request for Proposal (RFP) on February 15, 2021 and selected SiteImprove as the vendor to continue providing these services.

Specific Type of Contract: This is a new contract for IT software and services.

Purpose: To provide a web-based software as a service system that will enable university web developers and content providers to scan their web sites for accessibility issues based on the WCAG 2.0 AA standards as defined in university policy OP 01.13. This will allow us to assess and remediate web site accessibility issues.

Scope of Work: Continue to scan web sites and update the existing accessibility reports.

Term of Contract: One year contract with the option to renew for additional one-year terms for up to 5 years.

Termination Options:

The continuance of the Contract with MSU is based upon the availability of funds. Therefore, this contract can be cancelled by MSU with thirty (30) days' notice to the Contractor at the end of the fiscal period in the event funds are not appropriated by the funding authority.

In the event either party materially breaches the contract, the non-breaching party may terminate the contract upon thirty (30) days written notice to the breaching party.

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

Contract Amount: The actual contract amount is $371639.50 (Year one at $70,000 with a 3% increase each additional year).

Funding Source for Contract: MSU general funds

Contractor Selection Process: MSU issued RFP 21-16 on February 15, 2021 and received one proposal from the incumbent vendor SiteImprove. The committee reviewed the proposal and determined that the vendor complied to the request of the RFP and that the price was reasonable.

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

5. UM– REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH AIR PLANNING, LLC

Agenda Item Request: The University of Mississippi Athletics Department requests approval to enter into a contract with **Air Planning, LLC** for the purpose of air transportation services for the Ole Miss Football team during the 2021 Football season.

Contractor's Legal Name: Air Planning, LLC

History of Contract: This contract is a new contract for the 2021 football season.

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

Purpose: The purpose of the contract is to provide passenger charter air transportation and related services for the 2021 football season.

Scope of Work: Air Planning, LLC will provide passenger charter air transportation and related services for the 2021 football season.

Term of Contract: The contract will commence on the date the contract is signed by both parties and terminate on the date of the last flight as set forth in the agreement.

Termination Options: Air Planning, LLC has a cancellation policy including the following:

50% cancellation charge upon signing or receipt of funds
100% cancellation charge on or after 7/5/2021

If a statutory, regulatory, or government mandate requires cancellation of the event directly related to charter flights due to the COVID-19 pandemic, or if the event for which the travel is necessary has been cancelled as a result of any governmental, applicable athletic conference, or National Collegiate Athletic Association travel advisory, directive, guidance, regulation or schedule change due to the COVID-19 pandemic, Charterer may cancel the charter flights. Cancellation charge shall be: 25% cancellation upon signing, up to 72 hours prior to the scheduled outbound departure; 50% cancellation charge 72 hours or less prior to the outbound scheduled departure; 100% cancellation charge if aircraft has commenced positioning for the outbound scheduled departure.

Contract Amount: The total amount for all charters will be $352,517.

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

Contractor Selection Process: Contractor was selected through invited proposals. Five airline carriers offered proposals through STM Charters, Inc.: Allegiant Air, Southwest, Sun Country, United Airlines, and Omni Air. Jet Blue offered a proposal through Air Planning, LLC. Delta Airlines also offered a proposal. Air Planning, LLC was selected as they offered the best pricing for a single aircraft that could accommodate the entire travel party.

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

6. UM– REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH BONDED FILTER CO, LLC

Agenda Item Request: The University of Mississippi Facilities Management Department requests approval to enter into a contract with **Bonded Filter Co LLC, dba BFC Solutions.**

Contractor's Legal Name: Bonded Filter Co LLC, dba BFC Solutions

History of Contract: This is a new contract.

Specific Type of Contract: This contract is for furnishing and installing air filters.

Purpose: This contract is for furnishing and installing air filters, as specified in Bid File 9951.

Scope of Work: The scope of work includes furnishing and installing air filters in designated buildings on the scheduled frequency stated in the pricing sheet included in Bid File 9951.

Term of Contract: Upon IHL Board approval, the initial term of this contract shall be from July 1, 2021 through June 30, 2022. The University can renew this contract on an annual basis, up to a total contract term of sixty months. Renewal of the contract will depend on price, delivery, quality of service, and be mutually agreed upon by both parties. Price increases will be considered based on the CPI index.

Termination Options: This Agreement will be effective upon IHL Board approval as of July 1, 2021 and may be terminated by mutual agreement with sixty (60) days' notice of termination.

UM may terminate the Agreement for non-performance of services at any time. In the event of termination of the contract for non-performance, the Contractor may be expected to continue to provide professional services through the transition to another source and/or UM may have to procure the services from other sources and hold the Contractor responsible for any excess cost incurred thereby having to procure those services.

This Agreement may be terminated due to force majeure, such as an act of God, weather, government, sanctioning body, riot, war, strike, labor disturbance, civil disorder, terrorism, vandalism, pandemic, epidemic, local, state, or federal state or emergency, or other cause beyond either party's reasonable control, which renders either party unable to perform its obligations of the Agreement.

UM may terminate this Agreement in the event that funds associated for payment of this Agreement become unavailable due to a decrease or change in the legislative appropriation. UM must notify Contractor within five (5) business of the change in status and will work with Contractor to provide payment for any services already rendered.

The Agreement may be terminated if the Contractor fails to comply with the provisions of the Mississippi Employment Protection Act.

Contract Amount: First twelve months of the contract is priced at $285,920. For purposes of estimating the maximum amount for the initial term and four renewal years, renewal years are assumed at the initial price plus 3% per annum for each renewal year following the first full year. If all renewals are exercised, this contract would be estimated at a total of $1,517,990 (initial term = $285,920, 2nd year = $294,498, 3rd year = $303,333, 4th year = $312,433, and the 5th and final full year = $321,806).

Funding Source for Contract: The funding source is departmental operating budget.

Contractor Selection Process: This contractor was selected through the University public bid process under Bid File #9951. Bonded Filter Co LLC, dba BFC Solutions submitted the lowest bid of the three responsive bids received.

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 Bonded Filter Co LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

7. UM-REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH E-LANDSCAPE & IRRIGATION, INC.

Agenda Item Request: The University of Mississippi Landscape Services Department requests approval to enter into a contract with **E-Landscape & Irrigation, Inc.**

Contractor's Legal Name: E-Landscape & Irrigation, Inc.

History of Contract: This is a new contract resulting from University of Mississippi Request for Bid #9946.

Specific Type of Contract: The contract provides the University of Mississippi with a contractor who has skills and knowledge to provide plants, layout of plants and installation of plant materials on the campus of the University of Mississippi.

Purpose: The purpose of this contract is to upgrade and add new landscaping on campus.

Scope of Work: The contractor will provide field selection of plants, selection of plant material, plant lay out and installation of plant materials on campus of the University of Mississippi.

Term of Contract: Upon IHL Board approval, the initial term of this contract shall be from July 1, 2021 through June 30, 2022. The university can renew this contract on an annual basis up to a total contract term of sixty (60) months ending on June 30, 2026. Renewal of the contact will depend on price, quality of service and be mutually agreed upon by both parties. Price increases will be considered based on the CPI Index.

Termination Options: This Agreement will be effective as of the date of July 1, 2021 and may be terminated by mutual agreement with sixty (60) days' notice of termination.

UM may terminate the Agreement for non-performance, the Contractor may be expected to continue to provide professional services through the transition to another source and/or the University may have to procure the services from other sources and hold the Contractor responsible for any excess cost incurred thereby having to procure those services.

This Agreement may be terminated due to force majeure, such as an act of God, weather, government, sanctioning body, riot, war, strike, labor disturbance, civil disorder, terrorism, vandalism, pandemic, epidemic, local, state, or federal state or emergency, or other cause beyond either party's reasonable control, which renders either party unable to perform its obligations of the Agreement.

UM may terminate this Agreement in the event that funds associated for payment of this Agreement become unavailable due to a decrease or change in the legislative appropriation. UM must notify Contractor within five (5) business days of the change in status and will work with Contractor to provide payment for any services already rendered.

The Agreement may be terminated if the Contractor fails to comply with the provisions of the Mississippi Employment Protection Act.

Contract Amount: The amount of the contract with E-Landscape & Irrigation, Inc. will be approximately $415,500 for the first year. For purposes of estimating the maximum amount for the initial term and four renewal years, renewal years are assumed at the initial price plus 3% per annum for each renewal year following the first year. If all renewals are exercised, this contract would be estimated at a total of $2,205,945.93. (Initial term=$415,500, 2nd year=$427,965, 3rd year $440,803.95, 4th year $454,028.07, and the 5th and final year=$467,648.91).

Funding Source for Contract: The funding source for this contract will be departmental operating budget.

Contractor Selection Process: The contractor was selected by the Request for Bid #9946 process through Procurement Services at the University of Mississippi. E-Landscape & Irrigation, Inc. submitted the lower bid of the two bids received.

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 E-Landscape & Irrigation, Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. UM– REQUEST FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH NORTHWEST MISSISSIPPI COMMUNITY COLLEGE

Vendor Name: Northwest Mississippi Community College

Agenda Item Request: The University of Mississippi requests approval to enter into a lease contract with Northwest Mississippi Community College for the University of Mississippi-DeSoto campus. The term of the lease agreement begins July 1, 2021 and runs through June 30, 2022, with a total rental amount of $360,500.

Purpose of Request: The purpose of the lease is to provide classroom and office space for academic programs offered at the DeSoto Center for the University of Mississippi-DeSoto campus.

Scope of the Project: Northwest Mississippi Community College will be responsible for maintaining the DeSoto Center and property as outlined in Sections 14 and 18. Northwest Mississippi Community College is responsible for all utilities, security, janitorial services as outlined in Section 5 of the lease.

History of Project: The University of Mississippi has a current lease contract with Northwest Mississippi Community College for the University of Mississippi-DeSoto campus which is set to expire on June 30, 2021.

Total Cost of Contract: $360,500

Termination Options: This lease may be terminated for decrease in state funds; in the event space becomes available in a State-owned building; upon an event that renders the building untenantable; for failure of Lessor to satisfactorily dispose of any hazardous material, chemical, or odor within sixty days; for noncompliance with Americans with Disabilities Act, Federal and State laws, and local ordinances; for default and upon mutual agreement.

Project Budget: N/A

Funding Source: General funds

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 Northwest Mississippi Community College for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. <u>UM – REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH TOUCHNET INFORMATION SYSTEMS, INC</u>.

Agenda Item Request: The University of Mississippi Bursar Office requests approval to enter into a contract addendum with **TouchNet Information Systems, Inc.** for TouchNet ACH Validation services. Pursuant to Board Policy 707.03, Approval of Prepayment for Goods and Services, UM also requests a waiver to allow prepayment for the implementation fee which is due upon execution of the agreement. Subsequent monthly payments will be automatically debited from the University's direct deposit account at the end of each calendar month for the total monthly per ACH validation fees incurred.

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

History of Contract: UM has used TouchNet's Payment Gateway software since 2003 to process all online credit card transactions. In 2013, UM licensed TouchNet's UCommerce system to host all of its e-commerce transactions, such as online payments for admissions (and other) applications, transcripts, and similar using TouchNet's uPay software that securely processes the payment transaction itself (either credit card or ACH/bank draft). Additionally, several UM departments offer various items (e.g. – conference registrations, campus recreation trips, continuing education opportunities, etc.) for sale in electronic storefronts created/managed using TouchNet's Marketplace software. The entire suite, including the TouchNet Payment Gateway Software, is hosted in TouchNet's fully PCI compliant data center, greatly reducing UM's risk/exposure to PCI compliance issues.

However, the greatest impact to UM has been the transition of student account payments to TouchNet's PayPath software. PayPath, which is part of the UCommerce suite, is a fully hosted service that charges a discount fee for all credit card transactions and allows UM to collect 100% of the amount owed since TouchNet PayPath, not UM, is the merchant of record. This allows UM to avoid incurring the 2-3% discount fee that is normally charged for all credit card transactions. This alone has saved UM approximately millions in credit card discount fees since the launch of PayPath in 2015.

In 2018, UM presented the project in its entirety and received approval from the Mississippi Department of Information Technology Services (MSITS). MSITS approved UM's total estimated project budget of $680,000 and issued CP-1 #20180313. UM Request for Proposal #619 was issued and proposals were accepted from any vendor interested in bidding on this project. TouchNet Information Systems, Inc. was the only vendor that responded to RFP #619, and their proposal was evaluated per the criteria listed in the Request for Proposals. The price quoted for their system, as well as the features/services offered by the system, meets UM's goals and expectations. The contract resulting from RFP #619 was approved by the IHL Board at their August 2018 meeting.

Specific Type of Contract: This is an addendum to the TouchNet licensing agreement and only pertains to ACH validation services.

Purpose: TouchNet developed an ACH validation service specifically to assist higher education institutions comply with the new NACHA Supplemental Fraud Detection Standards for WEB Debits (i.e., Account Validation). It will run behind the scenes as a connection to the TouchNet Payment Gateway. TouchNet will make sure each new ACH payment is validated per the new NACHA rules and regulations. It will validate each new ACH payment type when added or used. Validation is done in real-time before a payment is processed and accepted. ACH Originators are required to include account validation within a commercially reasonably fraudulent transaction detection system, for the first use of new account information. NACHA will begin enforcement of this rule on

March 19, 2022, but strongly encourages all such covered entities to work towards compliance as soon as possible.

Scope of Work: This contract provides validation services for ACH debits as required by NACHA.

Term of Contract: The term of this contract will begin when approved and continue until the end of the TouchNet software licensing agreement on October 31, 2023.

Termination Options: This contract may be terminated by the following;

- Either party has the right to terminate if the other party breaches a material provision of the agreement.
- If the Mississippi Legislature or IHL fail to appropriate or allot the necessary funds.
- Neither party shall be liable to the other for delay of failure to perform any obligation hereunder resulting from an event of force majeure.
-

Contract Amount: The one-time implementation fee is $1,250 while monthly validation fees for the first year total approximately $7,000. Validation fees for the remaining 16 months on the TouchNet contract will be approximately $5,000 resulting in a total contract cost of $13,250.00 over the remaining contract period.

Funding Source for Contract: This contract will be funded through Educational and General funds.

Contractor Selection Process: TouchNet Information Systems, Inc. currently processes UM's student ACH payments on a daily basis per the licensing agreement. The price quoted by TouchNet meets UM's goals and expectations. The University approached UM's acquiring bank about offering this service, but they were not able to offer a service that would validate the payment at the time of the transaction thereby significantly delaying processing.

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

10. UM – REQUEST FOR APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH WHELAN EVENT STAFFING SERVICES, INC.

Agenda Item Request: The University of Mississippi Athletics Department requests approval to enter into a contract with **Whelan Event Staffing Services, Inc. DBA Best Crowd Management.**

Contractor's Legal Name: Whelan Event Staffing Services, Inc. DBA Best Crowd Management

History of Contract: This is a new contract.

Specific Type of Contract: This contract is a service agreement for guest service staffing at Ole Miss Athletics events.

Purpose: The purpose is to provide security and guest services for athletics events.

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

Term of Contract: The contract is effective from July 1, 2021 through June 30, 2022 (the "initial contract year"). It may be renewed in writing (if agreed upon by both parties) after the initial contract year for additional one (1) year periods up to five (5) years in total including the initial contract year. If all renewals are exercised, the contract end date would be June 30, 2026.

Termination Options: This agreement can be canceled for convenience by either party. The effective date of cancellation shall be one hundred twenty (120) from the date of written notice of intent to cancel. Either party may also terminate this Agreement immediately upon written notice to the other party in the event the other party becomes insolvent, or generally unable to pay its debts as they become due, or becomes the subject of a bankruptcy, conservatorship, receivership or similar proceeding, or makes a general assignment for the benefit of its creditors. In addition, this agreement may be cancelled without notice due to a breach of the terms of the agreement or if it is determined that the agreement was obtained by fraud, collusion, conspiracy, of any other unlawful means. The contract may be cancelled 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 legislative appropriation to The University of Mississippi.

Contract Amount: The estimated yearly cost for this agreement is approximately $1,000,000. Services will be billed using the following staffing fees:

Guest Services/Security - $15.72/hour
Event Supervisor - $18.59/hour
Event Manager - $24.03/hour

If all renewals are exercised, the total contract amount would be approximately $5,000,000.

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

Contractor Selection Process: Contractor was selected through the issuance of RFP 665. Four companies offered proposals: Whelan Event Staffing Services, Inc. DBA Best Crowd Management, Andy Frain Services, Rhino Sports and Entertainment Services, and Event Partners Inc. All four companies presented their proposal virtually to a committee of Athletics staff. The companies were evaluated utilizing a predetermined point system. Whelan Event Staffing Services received the highest rating because of a demonstrated commitment to customer service and employee training. Their proposal costs were the second lowest of the four proposals received.

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

11. UMMC – REQUEST FOR APPROVAL TO AMEND A SERVICES AGREEMENT WITH ATLAS MEDSTAFF

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Services Agreement with **Atlas MedStaff (Atlas)** to extend the term of the agreement and add language on information security. The agreement is for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis.

Contractor's Legal Name: Atlas MedStaff

History of Contract: On June 20, 2019, the Board approved a two (2) year Services Agreement between UMMC and Atlas for a cost of $9,877,840. 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. On August 11, 2020, UMMC amended the agreement under the approved waiver of Board policy to add additional positions and rates for staffing in

response to the staffing shortages caused by the COVID-19 pandemic. The agreement will expire on June 30, 2021. UMMC seeks to extend the agreement by one (1) year, through June 30, 2022.

Specific Type of Contract: This is the second amendment to the Services Agreement.

Purpose: The purpose of the amendment is to extend the term of the agreement and add language on information security. The purpose of the agreement is augment UMMC's nursing and surgical technician staffing, to be utilized on an as-needed basis.

Scope of Work: Under the amended agreement, Atlas will provide staffing of the following positions upon request:

- nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians;
- central sterile processing technicians;
- licensed practical nurses (LPN) ;
- certified nursing assistants (CNA); or
- other positions as requested by UMMC.

Term of Contract: The term of the amended agreement is three (3) years, from July 1, 2019, through June 30, 2022. The original term of the agreement was two (2) years, beginning July 1, 2019. The second amendment extends the term for one (1) additional year.

Termination Options: Termination options include the following:

- by agreement of the parties;
- by UMMC upon sixty (60) days' written notice to Atlas with or without cause;
- if Atlas 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 Atlas' breach of any of the following ongoing representations and warranties that Atlas, its officers, directors and employees:
    - are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
    - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,

- are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
- are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Atlas being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
- if Atlas 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; and
- upon written notice to Atlas 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 Atlas improperly uses or discloses protected health information.

Contract Amount: The total cost of amended agreement remains unchanged at $9,877,840. Fees are based upon hourly rates for the nurses and technicians.

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

Contractor Selection Process: UMMC is currently contracted with Atlas.

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

12. <u>UMMC – REQUEST FOR APPROVAL TO AMEND A SERVICES AGREEMENT WITH AUREUS NURSING, LLC</u>

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Services Agreement **with Aureus Nursing, LLC (Aureus)** to extend the term of the agreement and add language on information security. The agreement is for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 17, 2021

Contractor's Legal Name: Aureus Nursing, LLC

History of Contract: On January 17, 2019, the Board approved a two (2) year Services Agreement between UMMC and Aureus for a cost of $1,701,652. 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. On August 28, 2020, UMMC amended the agreement under the approved waiver of Board policy to add additional positions and rates for staffing in response to the staffing shortages caused by the COVID-19 pandemic and to extend the term of the agreement by five (5) months. The amended agreement will expire on June 30, 2021. UMMC seeks to extend the agreement by one (1) additional year.

Specific Type of Contract: This is the second amendment to the Services Agreement.

Purpose: The purpose of the amendment is to extend the term of the agreement and add language on information security. The purpose of the agreement is augment UMMC's nursing and surgical technician staffing, to be utilized on an as-needed basis.

Scope of Work: Under the amended agreement, Aureus will provide staffing of the following positions upon request:

- nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians;
- central sterile processing technicians;
- licensed practical nurses (LPN) ;
- certified nursing assistants (CNA); or
- other positions as requested by UMMC.

Term of Contract: The term of the amended agreement is three (3) years and five (5) months, from February 1, 2019, through June 30, 2022. The agreement after the first amendment was for a term of two (2) years and five (5) months, beginning February 1, 2019. The second amendment extends the term for an additional one (1) year through June 30, 2022.

Termination Options: Termination options include the following:

- by agreement of the parties;
- breach of E-verify;
- upon thirty (30) days' written notice by either party with or without cause;
- if Aureus 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 Aureus' breach of any of the following ongoing representations and warranties that Aureus, its officers, directors and employees:
  - are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
  - are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
  - are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Aureus being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
  - if Aureus is to receive any patients' personal health information, Aureus 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; and
- upon written notice to Aureus 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 Aureus improperly uses or discloses protected health information.

Contract Amount: The total cost of the amended agreement remains unchanged at $3,097,232. Fees are based upon hourly rates for the nurses and technicians.

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

Contractor Selection Process: UMMC is currently contracted with Aureus.

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

13. UMMC-REQUEST FOR APPROVAL OF THE THIRD AMENDMENT TO AGREEMENT NO. 18863, BIOPLEX 2200 SYSTEM RENTAL AGREEMENT PLAN WITH BIORAD LABORATORIES, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to the Third Amendment to its Agreement No. 18863, Bioplex 2200 System Rental Agreement Plan with **BioRad Laboratories, Inc. (BioRad)** to extend the term of the agreement. The agreement is for the rental of a BioPlex 2200 System, Evolis Microplate Processor, and related equipment, as well as the purchase of consumables and service for the systems. The BioPlex and Evolis system are utilized to provide diagnostic laboratory testing, including testing for Rubella, Measles, Mumps, CMV, and Syphilis. Additionally, the Evolis system is an open-channel testing equipment that can run assays from manufacturers other than BioRad as needed. UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.

Contractor's Legal Name: BioRad Laboratories, Inc.

History of Contract: On August 24, 2014, the Board approved Agreement No. 18863, Bioplex 2200 System Rental Agreement Plan for up to a five (5) year term and total cost of $1,906,293.56. On November 1, 2017, the Board approved the first amendment, which reduced UMMC's commitment to purchase certain tests, reduced the costs for tests, added new tests and assays currently performed on other platforms at UMMC or sent to outside reference laboratories, provided additional training of the Evolis system, clarified the Agreement start date, and reduced the approved amount to $1,506,055.13. On June 18, 2020, the Board approved the second amendment to update pricing and services, revise items, amend provisions on insurance and indemnification, and add information security language. The current agreement expires on June 30, 2021. UMMC would like to extend it for one (1) year.

Specific Type of Contract: This is the Third Amendment to Agreement No. 18863.

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

Scope of Work: Under the amended agreement, BioRad will continue to:

- Rent to UMMC the BioPlex 2200 System, HP Printer, UPS Backup System for the BioPlex, Evolis Microplate Processor, and UPS Backup System for the Evolis;

- Sell the associate reagent kits, consumables, controls, and calibrators for both equipment systems;
- Provide Silver Service for the BioPlex system; and
- Provide service for the Evolis system.

Term of Contract: The term of the amended agreement is seven (7) years, from July 1, 2015, through June 30, 2022. The original Agreement was for one (1) year with four (4) automatic one (1) year renewals. The start date of the Agreement was upon the 'go live date,' which was July 1, 2015. The Second Amendment extended the agreement through June 30, 2021. The Third Amendment extends the agreement one (1) additional year through June 30, 2022.

Termination Options: The termination options include the following:

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

Contract Amount: The total estimated cost of the amended agreement is $2,150,000. The previous approved cost of the agreement was $1,800,000. During the extended term, UMMC anticipates the need for an additional $350,000.

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

Contractor Selection Process: UMMC is currently contracted with BioRad.

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

14. UMMC-REQUEST FOR APPROVAL TO ENTER INTO A LETTER AGREEMENT WITH CISCO SYSTEMS, INC. (NETWORK)

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Letter Agreement (Agreement) **Cisco Systems, Inc (Cisco)** for the end user license of its Digital Network Architecture (DNA) software operated in conjunction with equipment being purchased for UMMC's enterprise internet connection. UMMC has relied on a single Internet connection for many years. Through the purchase of this license and the equipment it is used on, UMMC will be able to move its primary internet connection to the datacenter located at the MS Department of Information and Technology Services (ITS) and add a secondary connection to the Disaster Recovery Site located in Starkville. In turn, these connections will become part of UMMC's core backbone which ties main campus, ITS, and Starkville together in a triangle of redundancy. UMMC currently utilizes Cisco networking equipment throughout the institution. The license 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 agreement for the purchase of DNA software used on networking equipment. As the world begins to use more applications from hosted services such as Workday and Microsoft O365, the dependability of the connections to these services relies on UMMC's enterprise internet connection. UMMC's customers, both patients and other institutions that utilize UMMC for their medical records system (Epic Community Connect Clients), also rely on this same internet connection to reach the hosted services. During the time the original internet connection was made at UMMC, the production datacenter was located at UMMC's main campus. The DNA licenses under the proposed Agreement will allow UMMC to provide a redundant and geographically dispersed internet connection for UMMC's network infrastructure. This Agreement will allow UMMC to move its primary internet connection from the main campus to the datacenter at ITS with a secondary connection at UMMC's back up data center located in Starkville. This will provide for a triangle of redundancy and provide UMMC the ability to provide a dependable internet connection.

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

Purpose: The purpose of this agreement is to purchase DNA licenses used on Cisco networking equipment. Through the purchase of this Cisco license and the associated equipment, UMMC will move the primary internet connection to the datacenter located at ITS and add a secondary connection to the Disaster Recovery Site located in Starkville. In turn, these connections will become part of UMMC's core backbone which ties main campus, ITS, and Starkville together in a triangle of redundancy. This will allow UMMC

to continue to keep pace with the continued move to hosting services and feel confident in UMMC's ability to connect to those services at any time.

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; or
- 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 July 1, 2021, through June 30, 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 cost of the Agreement is $295,970.18.

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

Contractor Selection Process: Cisco provides the network equipment 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.

15. <u>UMMC - REQUEST FOR APPROVAL TO ENTER INTO A LETTER AGREEMENT WITH CISCO SYSTEMS, INC. (SOFTWARE)</u>

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 purchase of the Intersight software as a service (Intersight SaaS) license. The Intersight software is the management software used to configure server hardware and is operated in conjunction with hardware being purchased to upgrade UMMC's platform servers. The server upgrade is needed as the current servers will not be able to accommodate the latest upgrade for Epic, UMMC's Electronic Health Record System (EMR). The license 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 agreement for the purchase of the Intersight SaaS license. The purchase of the license and associated hardware will allow UMMC to upgrade its current server platform from the IBM AIX servers to the Cisco Linx servers. The current servers will not accommodate the latest Epic upgrade without resulting performance issues. In addition, these new servers will provide more functionality, as the new system is capable of adding subsequent servers and storage even with the system fully running while users are working. UMMC currently uses IBM AIX servers purchased in 2015 and are at the end of life.

Specific Type of Contract: This is a new Letter Agreement for the purchase of the Intersight software as a service.

Purpose: The purpose of this agreement is to purchase the Intersight SaaS license used on the server equipment. This software is the management software used to configure the

servers. UMMC must upgrade its server platform to accommodate the latest upgrade to Epic, as well as provide additional functionality to the servers.

Scope of Work: Under the Agreement, Cisco will provide a non-exclusive, non-transferable license to use the Intersight software as a service 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; or
- 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 July 1, 2021, through June 30, 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 cost of the Agreement is $1,654,299.20.

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

Contractor Selection Process: Cisco provides the network equipment 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.

16. UMMC-REQUEST FOR APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH COMPREHENSIVE CV SERVICES LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement with **Comprehensive CV Services LLC (CV Services)** for cardiac surgery support staffing of two (2) cardiac thoracic first assistants during normal operating hours and one (1) cardiac and/or thoracic first assistant for after hours and twenty-four (24) hour holiday call coverage.

Contractor's Legal Name: Comprehensive CV Services LLC

History of Contract: This is a new agreement with CV Services. Previously, UMMC has contracted with CV Services to provide cardiac surgery support staffing for an amount less than $250,000. In order to meet the growing needs of cardiac and thoracic service and the inability to recruit experienced advanced practice providers, UMMC desires to expand the scope of services provided by CV Services.

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

Purpose: The purpose of this agreement is to provide operating room and floor coverage for cardiac surgery support services. An important element of the services required is the ability of CV Services to provide an experienced assistant able to harvest saphenous vein used in coronary artery bypass grafts.

Scope of Work: Under the agreement, CV Services will provide:

- two (2) cardiac and/or thoracic first assistants (FA) for coverage during regular operating hours;
- one (1) qualified cardiac and/or thoracic first assistant for after hour and holiday cardiac/thoracic surgery call coverage;
- an experienced assistant able to harvest saphenous vein for use in artery bypass grafts; and

- thirty (30) minutes response to the hospital upon notification by telephone of activation of surgical services.

Term of Contract: The total term of the agreement is three (3) years, from July 1, 2021 through June 30, 2024. After the initial term of one (1) year, the agreement shall automatically renew for two (2) successive one (1) year terms.

Termination Options: Termination options include:

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

Contract Amount: The total estimated cost of the agreement is $1,145,000 over the three (3) year term. UMMC will pay an annual fee of $375,000 for the base hourly rate plus

after hours and holiday call coverage. UMMC has also included a potential overage for additional overtime hours worked above the base rate.

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

Contractor Selection Process: CV Services is a Mississippi company that serves several other hospitals in the Jackson area. CV Services has a good reputation and has the ability to provide quality candidates in the area of cardiac thoracic services. UMMC has been satisfied with the services previously provided by CV Services.

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

17. <u>UMMC-REQUEST FOR APPROVAL TO AMEND A SERVICES AGREEMENT WITH CROSS COUNTRY STAFFING, INC.</u>

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Services Agreement with **Cross Country Staffing, Inc. (Cross Country)** to extend the term of the agreement, update the notice provision, and add language on information security. The agreement is for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis.

Contractor's Legal Name: Cross Country Staffing, Inc.

History of Contract: On June 20, 2019, the Board approved a two (2) year Services Agreement between UMMC and Cross Country for a cost of $9,877,840. On May 21, 2020, the Board approved an amendment to add central sterile processing technicians to the agreement. 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. On June 26, 2020, UMMC amended the agreement under the approved waiver of Board policy to add on-call rates, critical rate (1) and critical rate two (2), LPN, and CNA positions to the agreement. On August 12, 2020, UMMC amended the agreement under the approved waiver of Board policy to add additional positions and rates for staffing in response to the staffing shortages caused by the COVID-19 pandemic The Agreement will expire on June 30, 2021. UMMC seeks to extend the agreement by one (1) year, through June 30, 2022.

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

Purpose: The purpose of the amendment is to extend the term of the agreement, update the notice provision, and add language on information security. The purpose of the agreement is augment UMMC's nursing and surgical technician staffing, to be utilized on an as-needed basis.

Scope of Work: Under the amended agreement, Cross Country will provide staffing of the following positions upon request:

- nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians;
- central sterile processing technicians;
- licensed practical nurses (LPN) ;
- certified nursing assistants (CNA); or
- other positions as requested by UMMC; and
- pay UMMC twenty-five percent (25%) of the first year salary for any UMMC employee hired during the term of the Agreement.

Under the Agreement, UMMC may hire Cross Country personnel after twenty six (26) weeks of contract assignments. If UMMC hires Cross Country personnel, UMMC will pay Cross Country twenty-five percent (25%) of the individual's first year salary.

Term of Contract: The term of the amended agreement is three (3) years, from July 1, 2019, through June 30, 2022. The original term of the agreement was two (2) years, beginning July 1, 2019. The fourth amendment extends the term for one (1) additional year.

Termination Options: Termination options include the following:

- by agreement of the parties;
- breach of E-verify;
- upon sixty (60) days' written notice by either party with or without cause;
- if Cross Country 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 Cross Country's breach of any of the following ongoing representations and warranties that Cross Country, its officers, directors and employees:
    - are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
    - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded,

debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
  - are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
  - are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Cross Country being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
  - if Cross Country is to receive any patients' personal health information, Cross Country 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; and
- upon written notice to Cross Country 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 Cross Country improperly uses or discloses protected health information.

Contract Amount: The total cost of the amended agreement remains unchanged at $9,877,840. Fees are based upon hourly rates for the nurses and technicians.

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

Contractor Selection Process: UMMC is currently contracted with Cross Country.

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

18. <u>UMMC-REQUEST FOR APPROVAL TO AMEND AN AGREEMENT WITH EPIC SYSTEMS CORPORATION (#26 COSMOS)</u>

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into Amendment No. 26 to the License and Support Agreement with **Epic Systems Corporation (Epic)** to add Cosmos as an item of program

property licensed under the current agreement. Cosmos is a software product that combines Electronic Health Record (EHR) data from other Epic Healthcare organizations. This will allow UMMC to share insights at the point of care based on the combined data of millions of patients and medical interactions, connect clinicians who care for similar patients with rare characteristics that will allow collaboration and education based on each other's experiences, and will draw upon the collective data within the Epic community to analyze health information for increased knowledge.

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

History of Contract: On August 19, 2010, the Board approved the original License and Support Agreement with Epic for licensing and support of UMMC's electronic health record. The agreement subsequently has been amended upon Board approval. The term of the amended agreement is nine (9) years, from August 23, 2010, through August 22, 2024, with an estimated total cost of $105,083,182.99. A complete history of the Epic contract is on file at the Board office.

Specific Type of Contract: This is Amendment No. 26 to the current license and support agreement.

Purpose: The purpose of the Amendment is to add Cosmos as an item of program property licensed under the current agreement. Cosmos is a software product that combines Electronic Health Record (EHR) data from other Epic Healthcare organizations. This will allow UMMC to share insights at the point of care based on the combined data of millions of patients and medical interactions, connect clinicians who care for similar patients with rare characteristics that will allow collaboration and education based on each other's experiences, and will draw upon the collective data within the Epic community to analyze health information for increased knowledge.

Scope of Work: Under the Amendment, Epic will provide:

- License of the Cosmos software; and
- Ongoing maintenance and support for the licensed module.

Term of Contract: The term of Amendment No. 26 will begin upon execution and end coterminous with the current agreement term ending August 22, 2024.

Termination Options: The License and Support Agreement may be terminated as follows:

- Upon ninety (90) days' notice prior to the end of an annual term;
- Breach due to failure of system to operate properly after warranty, provided a forty-five (45) day warranty period is allowed for Epic to cure such breach;

- Upon notice of infringement claim against Epic, if Epic is unable to modify the infringing program property or to provide UMMC with an appropriate replacement program;
- Upon bankruptcy, insolvency and the like;
- Upon material breach of the agreement after the breaching party has been allowed sixty (60) days to cure the breach after receiving written notice of the breach.

Contract Amount: There is no cost related to this amendment. The total estimated cost of the Agreement remains $105,083,182.99.

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

Contractor Selection Process: UMMC is currently contracted with Epic.

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

19. <u>UMMC-REQUEST FOR APPROVAL TO AMEND AN AGREEMENT WITH EPIC SYSTEMS CORPORATION (#27 CABOODLE)</u>

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into Amendment No. 27 to the License and Support Agreement with **Epic Systems Corporation (Epic)** to move the Caboodle Data Warehouse property licensed under Amendment No. 17 to be a component of the Clarity and Analyst Reporting Package that is part of UMMC's original programmed property. In addition, Amendment No. 27 will replace the existing Healthy Planet (including enhanced data analytics) module licensed under Amendment No. 17 with Healthy Planet Population Health (including enhanced data analytics).

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

History of Contract: On August 19, 2010, the Board approved the original License and Support Agreement with Epic for licensing and support of UMMC's electronic health record. The agreement subsequently has been amended upon Board approval. The term of the amended agreement is nine (9) years, from August 23, 2010, through August 22, 2024, with an estimated total cost of $105,083,182.99. A complete history of the Epic contract is on file at the Board office.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
FINANCE
June 17, 2021

Specific Type of Contract: This is Amendment No. 27 to the License and Support Agreement.

Purpose: The purpose of Amendment No. 27 is to move the Caboodle Data Warehouse property licensed under Amendment No. 17 to be a component of Clarity and Analyst Reporting Package licensed under the original agreement. In addition, Amendment No. 27 will replace the existing Healthy Planet (including enhanced data analytics) module, licensed under Amendment No. 17, with Healthy Planet Population Health (including enhanced data analytics).

Scope of Work: Under Amendment No. 27, Epic will:

- Delete Caboodle Data Warehouse and add it as a component of the Clarity and Analyst Reporting Package;
- License the Healthy Planet Population Health module; and
- Provide ongoing maintenance and support for the licensed modules.

Term of Contract: The term of Amendment No. 27 will begin upon execution and end coterminous with the current agreement term ending August 22, 2024.

Termination Options: The License and Support Agreement may be terminated as follows:

- Upon ninety (90) days' notice prior to the end of an annual term;
- Breach due to failure of system to operate properly after warranty, provided a forty-five (45) day warranty period is allowed for Epic to cure such breach;
- Upon notice of infringement claim against Epic, if Epic is unable to modify the infringing program property or to provide UMMC with an appropriate replacement program;
- Upon bankruptcy, insolvency and the like;
- Upon material breach of the agreement after the breaching party has been allowed sixty (60) days to cure the breach after receiving written notice of the breach.

Contract Amount: There is no anticipated cost for Amendment No. 27 as the fees were included in Amendment No. 17 for the Healthy Planet module. The total estimated cost of the Agreement remains $105,083,182.99.

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

Contractor Selection Process: UMMC is currently contracted with Epic.

Staff Recommendation: Based on Board Policy 707.01, *Land, Property, and Service Contracts, Board approval is required prior to execution of the contract for all other*

land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. **Legal Staff has reviewed the proposed Agreement between The University of Mississippi Medical Center and Epic Systems Corporation for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.**

20. <u>UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PROVIDER SERVICE AGREEMENT WITH HEALTHCARE CONNECTIONS, INC.</u>

Agenda Item: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Provider Service Agreement with **HealthCare Connections, Inc. (HCI)** to assist in the recruitment of permanent and/or temporary laboratory professional personnel, specifically histotechnologists and histotechnicians. These staff prepare very thin slices of human tissue for microscopic examination by pathologists.

Contractor's Legal Name: HealthCare Connections, Inc.

History of Contract: On June 16, 2016, the Board approved a five (5) year agreement with HCI for the recruitment of permanent and/or temporary laboratory personnel. The agreement will expire on June 30, 2021.

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

Purpose: The purpose of the agreement is for the recruitment of permanent and/or temporary laboratory professional personnel,
specifically histotechnologists and histotechnicians. These staff prepare very thin slices of human tissue for microscopic examination by pathologists.

Scope of Work: Under the agreement,

- For permanent placements,
  - HCI will:
    - screen, interview and qualify candidates who meet UMMC' qualifications;
    - present only the most qualified candidates to UMMC; and
    - coordinate necessary arrangements between UMMC and potential candidates during the interview process.
  - UMMC will:
    - review resumes of candidates submitted by HCI; and
    - refuse referral if UMMC has had contact with the candidate within the previous six (6) months.
- For temporary placements,
  - HCI will:
    - upon UMMC's request HCI will provide a confirmation for assignment of a candidate; and

- guarantee the performance of candidates assigned to UMMC.
- UMMC will:
  - review and sign confirmation received by HCI to a request to HCI for assignment of candidate;
  - designate a member of UMMC's staff to act as a coordinator and to orient HCI candidate to applicable safety procedures; and
  - refuse referral if UMMC has had contact with the candidate within the previous six months.

Term of Contract: The term of the agreement is five (5) years, from July 1, 2021, through June 30, 2026.

Termination Options: Termination options include:

- by UMMC upon ninety (90) days' written notice to HCI, and
- for insufficient funds.

Contract Amount: The total estimated cost of the agreement over the five (5) year term is $1,850,000.

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

Contractor Selection Process: UMMC is currently contracted with HealthCare Connections. Due to the continuing nationwide shortage of histotechnicians and histotechnologists, it has been necessary to work with an agency to supply travel technicians as well as permanent placements. UMMC previously worked with other agencies, but they could not reliably provide specialized histotechnology employees on an ongoing basis. UMMC has been satisfied with the services, rates, and response time of HealthCare Connections.

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

21. <u>UMMC-REQUEST FOR APPROVAL TO AMEND A SERVICES AGREEMENT WITH MEDICAL SOLUTIONS, LLC</u>

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Services Agreement with **Medical Solutions, L.L.C. (Medical**

Solutions) to extend the term of the agreement, update the notice provision, and add language on information security. The agreement is for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis.

Contractor's Legal Name: Medical Solutions, L.L.C.

History of Contract: On June 20, 2019, the Board approved a two (2) year Services Agreement between UMMC and Medical Solutions for a cost of $9,877,840. 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. On August 12, 2020, UMMC amended the agreement under the approved waiver of Board policy to add additional positions and rates for staffing in response to the staffing shortages caused by the COVID-19 pandemic. The agreement will expire on June 30, 2021. UMMC seeks to extend the agreement by one (1) year, through June 30, 2022.

Specific Type of Contract: This is the second amendment to the Services Agreement.

Purpose: The purpose of the amendment is to extend the term of the agreement, update the notice provision, and add language on information security. The purpose of the agreement is augment UMMC's nursing and surgical technician staffing, to be utilized on an as-needed basis.

Scope of Work: Under the amended agreement, Medical Solutions will provide staffing of the following positions upon request:

- nursing personnel, cardiovascular (CV) operating room technicians, and surgical technicians;
- central sterile processing technicians;
- licensed practical nurses (LPN) ;
- certified nursing assistants (CNA); or
- other positions as requested by UMMC:

Term of Contract: The term of the amended agreement is three (3) years, from July 1, 2019, through June 30, 2022. The original term of the agreement was two (2) years, beginning July 1, 2019. The second amendment extends the term for one (1) additional year.

Termination Options: Termination options include the following:

- by agreement of the parties;
- upon sixty (60) days' written notice by either party with or without cause;
- if Medical Solutions 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 Medical Solutions' breach of any of the following ongoing representations and warranties that Medical Solutions, its officers, directors and employees:
  - are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
  - are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
  - are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Medical Solutions being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
  - if Medical Solutions is to receive any patients' personal health information, Medical Solutions 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; and
- upon written notice to Medical Solutions 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 Medical Solutions improperly uses or discloses protected health information.

Contract Amount: The total cost of amended agreement remains unchanged at $9,877,840. Fees are based upon hourly rates for the nurses and technicians.

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

Contractor Selection Process: UMMC is currently contracted with Medical Solutions.

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 Medical Solutions,

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

22. UMMC-REQUEST FOR APPROVAL TO ENTER INTO A STATEMENT OF WORK WITH MOREDIRECT, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Statement of Work (SOW) with **MoreDirect, Inc. d/b/a Connection (Connection)** for Carousel Industries of North America, Inc. (Carousel) to provide IT managed service to support UMMC's unified communications system. This unified communication system integrates voice, video calling/conferencing, contact center, voice messaging, and chat functionalities into a single, consolidated platform. This agreement will provide UMMC with support on the functionality and management of the system's daily operability.

Contractor's Legal Name: MoreDirect, Inc. d/b/a Connection

History of Contract: This is a new SOW with Connection for Carousel to provide support services on the unified communications system used at UMMC. On October 17, 2017, UMMC executed the Master Service Agreement with Connection to establish the general business and legal terms for future documents such as this MOU between the parties. On August 23, 2018, UMMC and Connection entered into Amendment One (1) to the Master Service Agreement to add insurance requirements. On April 27, 2021, the parties entered into Amendment Two (2) to extend the term of the Master Service Agreement through December 31, 2024, and add information security language.

On April 19, 2018, the Board approved a three (3) year Letter of Agreement (LOA) with Cisco Systems, Inc for the purchase of the hardware and associated software for a new unified communications system. Additionally, the Board approved UMMC to enter into a SOW with Connection for Carousel to provide the implementation services for the new system. The term of the SOW was four (4) years, from May 1, 2018, to April 30, 2022. On February 21, 2019, the Board approved a Memorandum of Understanding (MOU) with Connection for Cisco to provide maintenance and technical support on hardware and software for the unified communication system. The term of the MOU was three (3) years, from March 1, 2019, to February 28, 2022. The current request is separate and distinct from maintenance and support on the hardware and software, as it will provide services related to the operability and functionality of the system itself.

Specific Type of Contract: This is a new Statement of Work.

Purpose: The purpose of the SOW is to allow Connection, through its partner Carousel, to provide support services of the management of UMMC's unified communications system. This unified communication system integrates voice, video calling/conferencing, contact center, voice messaging, and chat functionalities into a single, consolidated

platform. The agreement will fulfill the needs of everyday call flow management, user requests, and system coding to maintain UMMC's daily business needs. When needed, it will also allow UMMC to maintain the necessary call volumes even as staffing is uncertain.

Scope of Work: Connection, through its partner Carousel, will provide IT managed services to UMMC for the unified communications platform through its 24/7 service delivery platform. These services will augment UMMC's ongoing day-to-day IT operations for the communications system and will include service transition and a steady state delivery. The steady state delivery includes proactive monitoring, event management, incident management, problem management, network configuration management, patch management, change management, and quality assurance.

Term of Contract: The term of the SOW is three (3) years, from July 1, 2021, to June 30, 2024. The Master Service Agreement was effective October 16, 2017, and continues through December 31, 2024.

Termination Options: The Master Service Agreement may be terminated as follows:

- By Connection for UMMC's failure to pay;
- By Connection if they are unable to furnish any parts or acquire technical data required to repair and/or service any item of computer hardware products, then Connection may cancel coverage for that item under the Agreement and will refund payment for the remaining days of coverage under the Agreement, on a pro rata basis;
- By either party at any time if the other party breaches any material provision and fails within fourteen (14) days after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with diligence to completion;
- After the initial term, unless dates are otherwise designated for specific services, including subscription services, either party shall have the right to terminate without cause, without penalty, and without liability for any damages as a result of such termination at any time giving the other party at least thirty (30) days prior written notice of such termination; and
- In the event Connection fails to comply with the federal E-verify Program.

Contract Amount: The cost of the SOW is $914,940.00.

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

Contractor Selection Process: Connection 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 MoreDirect, Inc. for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

23. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MASTER AGREEMENT WITH SABA SOFTWARE (CANADA) INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a new Master Agreement with **Saba Software (Canada) Inc. (Saba).** The agreement allows UMMC to conduct employee performance assessments to remain in compliance with healthcare regulators and best practice. The system is an electronic tool used to manage talent across an organization through its ability to formalize and streamline competencies and performance assessment criteria based on job expectations; to set up, manage, and report data for specific performance evaluation cycles; and to store performance-related data such as performance notes, certificates and licenses, awards and achievements, and previous performance evaluation information for easy access. The integrated approach allows leaders and managers to more efficiently drive organizational performance against strategic planning initiatives, operational goals, and individualized development plans, as well as to proactively plan for succession within the organization.

Contractor's Legal Name: Saba Software (Canada) Inc.

History of Contract: On March 17, 2016, the Board approved the subscription software agreement with Halogen Software Inc. (Halogen) for its employee performance assessments software system. The Board originally approved a contract term that aligned with the dates 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. On February 18, 2021, the Board approved UMMC's request aligning the Board's approval with the expiration date of June 27, 2021. In May of 2017, Halogen was acquired by Saba.

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

Purpose: The purpose of the agreement is to provide software licensing and hosting services, along with software support and maintenance, for the TalentSpace Performance system. The system is an electronic tool used to manage talent across an organization through its ability to formalize and streamline competencies and performance assessment criteria based on job expectations; to set up, manage, and report data for specific performance evaluation cycles; and to store performance-related data such as performance notes, certificates and licenses, awards and achievements, and

previous performance evaluation information for easy access. The integrated approach allows leaders and managers to more efficiently drive organizational performance against strategic planning initiatives, operational goals, and individualized development plans, as well as to proactively plan for succession within the organization.

Scope of Work: Under the agreement, Saba will provide the following:

- a non-transferable, non-assignable, non-exclusive, internal licenses to UMMC for the TalentSpace Performance management tool;
- Single Sign on Connectivity; and
- Software maintenance and support services.

Term of Contract: The term of the agreement is three (3) years, from June 28, 2021, through June 27, 2024.

Termination Options: This agreement may be terminated as follows:

- By either party for breach if such breach has not been materially cured within thirty (30) days of written notice;
- Either party may immediately terminate if the other party: has a receiver appointed over it or over any party of its undertakings or assets; passes a resolution for winding up , ore a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or make a general assignment for the benefit of its creditors; and
- In the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC.

Contract Amount: The total cost of this agreement is $399,660.29.

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

Contractor Selection Process: UMMC selected Halogen, now Saba, via Request for Proposal RFP#1211, Talent Management System, in October 2015. The Mississippi Department of Information Technology Services (ITS) has approved UMMC's continued reliance upon the 2015 RFP for procurement purposes so that UMMC may enter the new agreement with this current vendor.

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

24. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A CUSTOMER LOYALTY AGREEMENT WITH SENTEC, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into Customer Loyalty Agreement with **Sentec, Inc. (Sentec)** for the purchase of Transcutaneous Carbon Dioxide (CO2) monitoring products and supplies used with the Sentec digital monitoring systems that UMMC currently owns. The Sentec digital monitoring system is a bedside monitor with an integrated calibration chamber for continuous ventilation and oxygenation monitoring used to treat pediatric patients. 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: Sentec, Inc.

History of Contract: This is a new pricing agreement with Sentec for the purchase of these monitoring products and
supplies. UMMC currently owns twenty (20) Sentec digital monitoring systems, which were purchased between 2013-2017. UMMC currently purchase the products on an as needed basis without the requirement of a contract, and is entering the contract at this time to lock in discounted pricing.

Specific Type of Contract: This a new Customer Loyalty Agreement.

Purpose: The purpose of the agreement is to purchase Transcutaneous Carbon Dioxide (CO2) monitoring products and supplies used with the Sentec digital monitoring systems that UMMC currently owns. The Sentec digital monitoring system is a bedside monitor with an integrated calibration chamber for continuous ventilation and oxygenation monitoring used to treat pediatric patients.

Scope of Work: Under the agreement, Sentec will provide Transcutaneous CO2 monitoring products and supplies to UMMC. UMMC agrees to purchase eighty-five percent (85%) of its Transcutaneous CO2 monitoring products and supplies from Sentec.

Term of Contract: The term of the agreement is three (3) years, from July 1, 2021, through June 30, 2024.

Termination Options: Termination options include the following:

- by UMMC with cause upon sixty (60) days' written notice to Sentec of a material breach that is uncured by Sentec;
- 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 three (3) years is $525,000. UMMC has included a fifteen percent (15%) annual increase beginning in year two (2) to allow for patient volume increases.

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

Contractor Selection Process: The Sentec 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 Sentec, Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

25. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MASTER SERVICE AGREEMENT WITH STERICYCLE, INC. (MEDICAL WASTE)

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Service Agreement (Agreement) with **Stericycle, Inc. (Stericycle)** for the removal and disposal of regulated medical waste at UMMC locations. Regulated medical waste includes medical, pathological, and trace chemo waste, but does not include hazardous, toxic, or radioactive waste. In addition, UMMC requests approval to add and/or remove locations specified in the Agreement 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. On June 15, 2017, the Board approved a four (4) year agreement with Stericycle, Inc. for disposal of regulated medical waste. The current agreement will expire June 30, 2021.

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

Purpose: The purpose of the Agreement is to provide appropriate regulated medical waste removal and disposal services for UMMC locations that produce regulated medical waste. Regulated medical waste includes medical, pathological, and trace chemo waste, but does not include hazardous, toxic, or radioactive waste. Under the Agreement, Stericycle provides 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.

Scope of Work: Under the Agreement, Stericycle will:

- Obtain all necessary licenses, permits, insurance and authorizations required to perform services;
- Provide and place regulated medical waste containers at desired UMMC locations; and
- Collect, transport, treat, and dispose of all regulated medical waste generated by UMMC.

Term of Contract: The term of the contract is five (5) years, from July 1, 2021, through June 30, 2026.

Termination Options: Termination options include the following:

- By either party in the event the other breaches the terms of the Agreement and fails to cure the breach within thirty (30) days of notice of the breach;
- By Stericycle upon sixty (60) days' notice if Stericycle is unable to continue performing its obligations under the Agreement due to 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 makes it impractical or uneconomical to continue performing this Agreement;
- By either party in the event that a force majeure event delays the party's performance for more than thirty (30) days following notice to the other party;
- By Stericycle if UMMC breaches its representation and warranty that it is the medical waste generator of the regulated medical waste and is not acting through a broker or agent; and
- By UMMC in the event that funds are not available.

Contract Amount: The estimated cost of the Agreement is $1,040,000.00 for the five (5) year term. Beginning in year two (2), UMMC has included a fifteen percent (15%) annual increase to allow for waste disposal volume change and potential annual price increases.

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

Contractor Selection Process: Stericycle was selected based upon competitive quotes. UMMC received two (2) proposals and Stericycle was the lowest cost provider.

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.

26. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MASTER SERVICE AGREEMENT WITH STERICYCLE, INC (SHARPS)

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Service Agreement (Agreement) with **Stericycle, Inc. (Stericycle)** for Sharps Disposal Management services at UMMC locations. Sharps include needles, syringes, scalpels, broken glass, culture slides and dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires. In addition, UMMC requests approval to add and/or remove locations specified in the Agreement 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. On June 15, 2017, the Board approved a four (4) year agreement with Stericycle to provide and install sharps containers, to pick up the containers on a regular or as needed basis (depending on location), and to dispose of the sharps waste for UMMC. The current agreement expires June 30, 2021.

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

Purpose: The purpose of the Agreement is to provide appropriate management of the disposal of sharps at UMMC locations where sharps are used. Sharps include needles, syringes, scalpels, broken glass, culture slides and dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires. Under the Agreement, Stericycle provides appropriate sharps containers for UMMC staff to utilize. On a regular schedule or as called, depending on the location, Stericycle will pick up the sharps containers and dispose of the contents appropriately.

Scope of Work: Under the Agreement, Stericycle will:

- Obtain all necessary licenses, permits, insurance and authorizations required to perform services;
- Provide, install, and collect reusable sharps waste containers at desired UMMC locations;
- Collect, transport, treat and dispose of all sharps waste generated by UMMC; and
- Supply all special function items, including funnel tops, traps, and floor dollies.

Term of Contract: The term of the contract is five (5) years, from July 1, 2021, through June 30, 2026.

Termination Options: Termination options include the following:

- By either party in the event the other breaches the terms of the Agreement and fails to cure the breach within thirty (30) days of notice of the breach;
- By Stericycle upon sixty (60) days' notice if Stericycle is unable to continue performing its obligations under the Agreement due to 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 makes it impractical or uneconomical to continue performing this Agreement;
- By either party in the event that a force majeure event delays the party's performance for more than thirty (30) days following notice to the other party;
- By Stericycle if UMMC breaches its representation and warranty that it is the medical waste generator of the sharps waste and is not acting through a broker or agent; and
- By UMMC in the event that funds are no longer available.

Contract Amount: The estimated cost of the Agreement is $2,210,000.00 for the five (5) year term. Beginning in year two (2), UMMC included a fifteen percent (15%) annual increase to allow for waste disposal volume change and potential annual price increases.

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

Contractor Selection Process: Stericycle was selected based upon competitive quotes. UMMC received two (2) proposals and Stericycle was the lowest cost provider.

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.

27. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH STERIS CORPORATION

Agenda Item Request: The University of Mississippi Medical Center requests approval to enter into an Agreement with **Steris Corporation (Steris)** to provide scheduled preventative maintenance inspections and unscheduled repair services for UMMC-owned Steris infection prevention equipment located in operating and procedural areas as well as the Sterile Processing Department. The infection prevention equipment is utilized to clean and sterilize patient care equipment and instruments. UMMC also requests approval to amend the agreement as needed to change equipment locations and/or to add or remove equipment without seeking prior Board approval as long as it does not

increase the approved expenditure level. 707.03 *Approval of Prepayment for Goods and Services*, UMMC also requests a waiver to allow prepayment of service on a monthly basis.

Contractor's Legal Name: Steris Corporation

History of Contract: On June 16, 2016, the Board approved a five (5) year agreement with Steris to service, maintain, and repair infection prevention equipment. The agreement will expire on July 31, 2021.

Specific Type of Contract: This is a new Agreement.

Purpose: The purpose of the agreement is to provide scheduled preventative maintenance inspections and unscheduled repair services for UMMC–owned Steris infection prevention equipment. The infection prevention equipment is utilized to clean and sterilize patient care equipment and instruments.

Scope of Work: Under the agreement, Steris will service, maintain, and repair fifty-nine (59) pieces of UMMC-owned Steris infection prevention equipment, which includes sterilizers, washers, and disinfectors.

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

Termination Options: This agreement may be terminated for the following:

- by either party upon written notice to the other if such other party makes an assignment or arrangement for the benefit of creditors, shall file for bankruptcy, insolvency, creditors protection or similar law, have any such proceeding filed against it and remain outstanding for thirty (30) days or otherwise become bankrupt or insolvent (however evidenced) or be unable to pay its debts as they fall due;
- by the non-breaching party in the event of a material breach of the agreement, provided that the breaching party shall have a period of thirty (30) days following receipt of written notice of an alleged breach of any of the terms of this agreement within which to correct such breach;
- by UMMC upon sixty 60 days' advance written notice to Steris; and
- in the event of insufficient funds.

Contract Amount: The estimated total cost of the agreement over the five (5) year term is $2,100,000.00. The initial cost of service on the equipment is $338,118.05. In years two (2) and three (3), the annual pricing increases by three percent (3%), but remains fixed for years four (4) and five (5). UMMC has also included an additional $300,856 for potential after-hours services during the term of the agreement.

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

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

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

28. <u>USM – REQUEST FOR APPROVAL TO EXTEND AN EXISTING CONTRACT WITH QUALTRICS, LLC</u>

Agenda Item Request: The University of Southern Mississippi requests retroactive Board approval to extend an existing contract with **Qualtrics, LLC** for Cloud Professional. Additionally, in accordance with IHL Board Policy 707.03 Approval of Prepayment for Goods or Services, USM requests the Board's approval to make annual payments in advance in accordance with the terms of the agreement.

Contractor's Legal Name: Qualtrics, LLC

History of Contract: In 2017, the University issued RFP 17-26 to procure a survey suite product that would be extensively used for research, teaching, and service roles. To date, the University has spent $160,363 during the current five (5) year contract. The University has now obtained a CP1 from ITS to extend the existing contract for three (3) additional years. This Service Order Form is to extend the contract period through May 26, 2025.

Specific Type of Contract: This is a Master Service Agreement applicable to a Qualtrics Service Order.

Purpose: The purpose of the contract is to provide licensure and support for Qualtrics Cloud Professional survey software suite. The survey suite product needs to fulfill the following:

- Collecting data for research projects, peer evaluations for student group projects, and service projects for local small businesses and non-profits.

- Collecting data for University assessment as well as accreditation for departments and organizations (i.e., American Association of Family and Consumer Sciences).
- Ability to collaborate between individuals/groups of the same institution as well as between other universities.
- Collecting data for the purpose of recruitment and retention.
- Ability to create forms with varying formats of questions (multiple choice, matrix tables, text entry, etc.).
- Ability to copy questions and surveys from previously built surveys.
- Ability to have customizable email invitations and scheduled email notifications.
- Ability to create email invitation only surveys for respondents.
- Ability to submit multiple survey results to one listserv address.
- Collecting data for campus organizations or departments.
- Surveys accessible via mobile devices.
- Ability to download data that is compatible with SPSS and/or Excel format.
- Ability to provide survey reports after a survey has been completed.
- Ability to guarantee a specified number of responses from subjects meeting criteria established by a researcher to provide high quality, affordable data quickly.

Scope of Work: The scope of work involves licensing and support for Qualtrics Cloud Professional.

Term of Contract: May 27, 2022 to May 26, 2025

Termination Options: Termination may occur as follows:

1. Termination for Cause. Either Party may terminate this Agreement for cause if the other Party: (a) commits a material breach of this Agreement which such Party fails to cure within thirty (30) days after receipt of written notice outlining such material breach from the other Party; or (b) becomes insolvent, acknowledges insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy.

2. Termination for Convenience. Subscription Services are purchased as an annual or multi-year subscription. With thirty (30) days' notice and following payment in full of all fees set forth in a Service Order, Subscriber may terminate this Agreement without cause and without refund.

3. If the Software or Deliverables are, or in Qualtrics' opinion likely to be, claimed to infringe, misappropriate or otherwise violate a third-party intellectual property right, Qualtrics may, at its option and sole expense, and by written notice to USM, terminate the

Agreement with respect to all or part of the Services, and require USM to immediately cease any use of the Services, or any specified part or feature thereof.

4. As a result of a force majeure event, one Party may upon terminate by giving the other thirty (30) days' written notice if the circumstances causing non-performance can reasonably be expected to continue for more than one (1) calendar month.

5. If Downtime during any 30-day period is 241 minutes or greater or Scheduled Maintenance is greater than 8 hours in any three consecutive months, USM is eligible for a pro-rated refund and may terminate the Agreement for cause.

6. Individual Statements of Work (SOW) expire automatically upon (a) fulfillment of the last milestone as stated in such SOW; (b) the termination of the SOW in accordance with the terms of such SOW; or (c) the inactivation of USM's Subscription Services.

Contract Amount: The total estimated cost of the contract with Qualtrics over the full term is $270,982.00.

Funding Source for Contract: The cost of these services will be paid using E & G funds.

Contractor Selection Process: A Request for Proposals (RFP) #17-26 was issued in February 2017. One proposal was received. Qualtrics was awarded the contract.

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

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

Board Policy §902, Initiation of Construction Projects

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

Board Policy §904(A), Board Approval

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

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

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

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

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

Board Policy §905(A), Real Estate Management

Prior Board approval is required for the execution of all easements or non-oil, non-gas and non-mineral leases in an amount greater than $100,000. The Commissioner is authorized to approve leases (other than oil, gas and mineral leases) or easements in amounts equal to or less than $100,000. The Commissioner may further delegate the Commissioner's approval authority regarding easements and leases to the applicable IEO or his/her designee(s) provided that the requirements of Policy 707.01 D. are met. Board approval is required for timber sales in an amount greater than $500,000. For timber sales of an amount $500,000 or less, the Chair of the Real Estate Committee is authorized to approve sales on behalf of the Board upon satisfactory legal review and recommendation from the Commissioner. Board approval prior to the execution of the contract is required for all other land contracts requiring an aggregate total expenditure of more than $250,000. Requests for approval of land contracts shall include property descriptions, terms of purchase, lease or sale and intended use of the property. An institution acquiring or disposing of real property shall receive two independent appraisals. The purchase price of property to be acquired shall not exceed the average of the two appraisals. The sale price of real property shall be no less than the average of the two appraisals.

Board Policy §905(B), Real Estate Management

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

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Board Policy §917, Naming of Buildings and Facilities

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

APPROVAL OF OTHER REAL ESTATE REQUESTS

1. **UM – Renaming of the Multi-Purpose Facility as the "Sandy and John Black Pavilion at Ole Miss"**

   Project Request: The University of Mississippi requests permission to rename the Multi-purpose Facility as the "Sandy and John Black Pavilion at Ole Miss".

   Purpose: The University of Mississippi seeks to rename the Multi-Purpose Facility branded as the Pavilion at Ole Miss since it opened to the public in January of 2016.

   Sandy and John Black Bio: Mrs. Sandra M. Black and Mr. John L. Black, Jr. from Madison, Mississippi donated a generous gift to the Ole Miss Athletics Foundation. The Blacks are longstanding supporters of the University of Mississippi. Prior gifts have funded the historic preservation efforts at Rowan Oak and public health and fitness programs at UMMC.

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

   Staff Recommendation: Board staff recommends approval of this item.

2. **IHL SYSTEM OFFICE – Annual Approval of Universities for Administering State Funded Construction & Maintenance Projects as per Senate Bill #2867**

   Approval Requested: As required by Senate Bill #2867, Laws of 2019, the System Office requests annual renewal of approval of Mississippi State University, the University of Mississippi, and the University of Mississippi Medical Center as being qualified and capable to procure and administer state funded construction and maintenance projects for FY 2022.

Justification: Senate Bill #2867, Laws of 2019, states the following:

SECTION 1, Mississippi Code of 1972, is amended as follows:

37-101-15 (m) (ii) Additionally, the Board is authorized to oversee, administer and approve contracts for the construction and maintenance of buildings and other facilities of the state Institutions of Higher Learning, including related contracts for architectural and engineering services, which are funded in whole or part by general obligation bonds of the State of Mississippi at institutions designated annually by the Board as being capable to procure and administer all such contracts.

The IHL Staff has reviewed the qualifications of the above referenced universities regarding the following criteria and recommends approval to self-administer state funded construction, renovation, and maintenance projects.

Staff Recommendation: Board staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
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1. MSU – APPROVAL TO CONTRACT WITH CONLEY ROSE, P.C. AS OUTSIDE COUNSEL

Mississippi State University requests approval to enter into a contract with the law firm of Conley Rose, P.C. to perform services necessary in assisting the University in the areas of intellectual property and patent application matters. The term of the contract is one year beginning August 18, 2021. The hourly rate is $290 for attorneys and $175 for paralegal services with a maximum amount payable under the term of this agreement of $50,000. This firm carries professional liability insurance coverage in the amount of $5,000,000 per claim with an annual aggregate of $5,000.000. This contract 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 STITES & HARBISON, PLLC AS OUTSIDE COUNSEL

Mississippi State University requests approval to enter into a contract with the law firm of Stites & Harbison, PLLC to perform services necessary for obtaining patents for designs, processes, products and other patentable materials developed in connection with the University. The term of the contract is one year beginning July 1, 2021. The hourly rates range from $260 to $360 for attorneys and $95 for paralegal services, with a maximum amount payable under the term of this agreement of $75,000. This firm carries professional liability insurance coverage in the amount of $30,000,000 per claim occurrence with an annual aggregate of $60,000,000. This contract has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

3. UM – APPROVAL TO CONTRACT WITH BRUNINI, GRANTHAM, GROWER, & HEWES, PLLC AS OUTSIDE COUNSEL

The University of Mississippi requests approval to enter into a contract for professional legal services with the law firm of Brunini, Grantham, Grower & Hewes, PLLC for the provision of legal advice and counsel on complex commercial construction matters, including legal issues related to the construction of the Jim and Thomas Duff Center for Science and Technology Innovation. The term of the contract is one year beginning July 1, 2021. The hourly rates for partners and associates are $300 and $200, respectively, with a maximum amount payable under the term of this agreement of $75,000. This firm carries professional liability insurance coverage in the amount of $15,000,000 per claim with an annual aggregate of $30,000,000. This request is pending approval by the Office of the Attorney General.

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

4. UM – APPROVAL TO CONTRACT WITH EVANS PETREE, PC AS OUTSIDE COUNSEL

The University of Mississippi requests approval to enter into a contract for professional services with the law firm of Evans Petree, PC for the provision of legal services and representation with respect to construction matters, including but not limited to, construction and design professional contracts, public procurement, potential bid protests, and other matters related to design, construction, and project management and related disputes. Joseph T. Getz will be the primary attorney performing work for the University. The term of the contract is one year beginning July 1, 2021. The hourly rates range from $265 to $295 for partners, $175 to $225 for associates, and $95 to $110 for paralegal services. The maximum amount payable under the term of this agreement is $40,000. This firm carries professional liability insurance coverage in the amount of $20,000,000 per claim with an annual aggregate of $20,000,000. This request is pending approval by the Attorney General.

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

5. UM – APPROVAL TO CONTRACT WITH HOLLAND & KNIGHT AS OUTSIDE COUNSEL

The University of Mississippi requests approval to enter into a contract for professional services with the law firm of Holland & Knight LLP for the provision of legal services in the area of Title IX risk management and regulatory compliance, including athletic equity in intercollegiate athletics. Partner Janet P. Judge will be the primary attorney performing work for the University. The term of the contract is one year beginning July 1, 2021. The discounted hourly rate is $550 with a maximum amount payable under the term of this agreement of $40,000. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $20,000,000. This request is pending approval by the Attorney General.

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

6. UM – APPROVAL TO CONTRACT WITH MAYO MALLETTE, PLLC AS OUTSIDE COUNSEL

The University of Mississippi requests approval to enter into a contract for legal services with the law firm of Mayo Mallette, PLLC as outside counsel so that it may continue to

assist the University with a litigated matter, *In Re Estate of Blackburn*. The firm will also assist the University with real estate matters, compliance, the management of e-discovery, internal investigations, and other legal matters as assigned. The term of this agreement is one year beginning July 1, 2021. The hourly rate for the firm's legal services on the *Blackburn* matter will remain the same at $165 per hour for partners, $135 per hour for associates, and $65 per hour for legal assistants. The hourly rate for the firm's legal services on all other matters will be $200 for partners, $200 for associates, and $95 for legal assistants. The maximum amount payable under the term of this agreement is $60,000. This firm carries professional liability insurance coverage in the amount of $2,000,000 per claim with an annual aggregate of $2,000,000. This request is pending approval by the Attorney General.

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

7. UM – APPROVAL TO CONTRACT WITH PHELPS DUNBAR, LLP AS OUTSIDE COUNSEL

The University of Mississippi requests approval to enter into contract with the law firm of Phelps Dunbar LLP as outside counsel for the provision of legal services in the areas of labor and employment. Partner W. Thomas Siler, Jr. will be the primary attorney performing work for the University. The term of the contract is one year beginning July 1, 2021. The hourly rate is $360 with a maximum amount payable of $35,000. This firm carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate of $60,000,000. The request is pending approval by the Attorney General.

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

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

The University of Mississippi requests approval to enter into a contract with the law firm of Thomas Horstemeyer, LLP for the provision of legal advice and counsel on Intellectual Property matters, including patent prosecution, trademarks, IP litigation, IP licensing, copyrights, transactions, and applications. The term of this contract is one year beginning July 1, 2021. The hourly discounted rates for attorneys range from $230 to $440 with a maximum amount payable under the term of this agreement of $250,000. This firm carries professional liability insurance coverage in the amount of $5,000,000 per claim with an annual aggregate of $5,000,000. This request is pending approval by the Attorney General.

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

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

The University of Mississippi requests permission to enter into a contract with the law firm of Ware|Immigration for the provision of services, as needed, regarding immigration matters, including but not limited to the preparation of labor certification applications on behalf of the university for its employees who seek permanent residence status. The term of the contract is one year beginning July 1, 2021. The fees for these services is set out in the fee schedule below. All services not included in the below fee schedule will be provided at the following hourly rates: David Ware, $350; Partners, $250; Associates, $175 and Paralegals, $100. The maximum amount payable under this contract term shall not exceed $100,000. This firm carries professional liability coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000. This request is pending approval by the Attorney General.

Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes	
H-1B petition	$2250.00*
H-1B extension or amendment petitions (we handled original petition)	$2250.00*
H-1B withdrawal	$200.00
H-4 EAD (Employee may pay)	$750.00
*additional legal fee of up to $2,500 may apply for substantive requests for evidence	
TN petition or border/consulate processing	$2250.00
TN extension petition (we handled original)	$2250.00
E-3 petition or consular processing	$2250.00
E-3 extension petition (we handled original)	$2250.00
O-1 petition	$4250.00
O-1 extension or amendment petition (we handled original)	$3000.00
J-1 waiver (IGA or hardship)	$6,000.00
J-1 waiver (Conrad)	$6,000.00
J-1 waiver (no objection)	$1500.00
I-539 Fee for Dependents (Employee may pay)	$750.00
Permanent Residence Process with Labor Certification: Faculty	
Special Handling labor certification	$3000.00

(If position must be readvertised)	$2500.00
Additional fee if audited	$500-1500.00
Immigrant petition (I 140)	$2500.00

Permanent Residence Process with Labor Certification: Non-Faculty

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

Permanent Residence Process: Outstanding Professors and Researchers

Immigrant petition	$6000.00

Permanent Residence Process: National Interest Waiver

Immigrant petition	$6000.00
NIW or OP/OR RFE or NOID: case by case determination up to	$2500.00

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

Adjustment of status (AOS) and related applications (I-765, I-131, etc.), principal	$2500.00
"Standalone" AOS and related applications, principal	$3000.00
Adjustment of status and related applications, spouse, if together with principal application and I 140	$1500.00
Adjustment of status of each child, concurrent with I 140	$1000.00
"Standalone" adjustment of status, spouse (not concurrent with I-140)	$2000.00
"Standalone" adjustment of status, child	$2000.00
Reschedule biometrics appointment	$150.00
Reschedule adjustment of status interview	$150.00
I 485 J (standalone cases)	$1500.00

Employment Authorization and Advance Parole Renewal

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

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

10. UM – RETROACTIVE APPROVAL TO CONTRACT WITH WISE CARTER LLP AS OUTSIDE COUNSEL

The University of Mississippi requests retroactive approval to enter into a contract with the law firm of Wise Carter, LLP as outside counsel to conduct an internal investigation into allegations related to a current faculty member. Shareholder John Sneed is the attorney performing work for the University. The term of the contract began on March 8, 2021 and will expire June 30, 2021. The hourly rate is $350 for attorney Sneed and $95 for paralegal services with a maximum amount payable under the term of this agreement of $25,000. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $10,000,000. An oversight during the transition of in-house counsel prevented this matter from being presented to the Board in a timely manner now creating the need for retroactive approval. The contract was reviewed and approved by the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

11. UM – APPROVAL TO AMEND CONTRACT WITH WISE CARTER LLP AS OUTSDIE COUNSEL

The University of Mississippi requests approval to amend its contract with Wise Carter LLP as outside counsel to conduct an internal investigation into allegations related to a current faculty member. The contract term is March 8, 2021 through June 30, 2021 with a maximum amount payable of $25,000. UM seeks approval to increase the maximum amount payable by $50,000 for a total maximum of $75,000 under the term of this agreement. The hourly rate of $350 for attorney Sneed and $95 for paralegal services remains unchanged. The request is pending approval by the Attorney General.

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

12. UM – APPROVAL TO CONTRACT WITH WISE CARTER LLP AS OUTSIDE COUNSEL

The University of Mississippi requests approval to enter into a contract with the law firm of Wise Carter LLP as outside counsel for the provision of legal services in the areas of labor and employment, including providing legal advice and conducting internal investigations related to current faculty members. Shareholder John Sneed will be the primary attorney performing work for the University. The term of the proposed contract is one year beginning July 1, 2021. The hourly rates range from $300 to $350 for attorneys and is $95 for paralegal services with a maximum amount payable under the term of this agreement of $25,000. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $10,000,000. The request is pending approval by the Attorney General.

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

13. USM – APPROVAL TO AMEND CONTRACT WITH BRYAN, NELSON, SCHROEDER, CASTIGLIOLA & BANAHAN, PLLC AS OUTSIDE COUNSEL

The University of Southern Mississippi requests Board approval to amend its current contract with the law firm Bryan, Nelson, Schroeder, Castigliola & Banahan, PLLC ("BNSCB"), as outside counsel for the provision of legal services, as necessary, to render legal advice and recommendations in the practice areas of admiralty and maritime law, including but not limited to all matters involving navigable waters, vessels at sea, and all similar interests of the University arising out of or related to the University's ownership and operation of watercraft, any associated facilities or activities, and the University's activities in and around navigable waters and coastal areas. The scope of services includes advice and assistance with contracts, leases and other commercial agreements, general legal advice, commercial and regulatory matters, as well as litigation related to any of the activities described herein. The term of the contract is two-years from July 1, 2019 through June 30, 2021. The maximum amount payable for attorneys' fees under this contract term was not to exceed $50,000 during the period between July 1, 2019 and June 30, 2020, and $50,000 during the period between July 1, 2020 and June 30, 2021, for a total amount of $100,000 for the contract term. The proposed First Amendment will increase the authorized attorney's fees for the period between July 1, 2020 and June 30, 2021 from $50,000 to $75,000 and the total amount of attorney's fees payable under the contract from $100,000.00 to $125,000.00. The necessity for an increase in authorized fees relates to pending legal matters, including ongoing litigation. This firm carries professional liability insurance coverage in the amount of $3,000,000 per claim with an aggregate limit of $3,000,000. This request is pending approval from the Attorney General.

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

14. USM – APPROVAL TO CONTRACT WITH BRYAN, NELSON, SCHROEDER, CASTIGLIOLA & BANAHAN, PLLC AS OUTSIDE COUNSEL

The University of Southern Mississippi requests Board approval to enter into a contract with the law firm of Bryan, Nelson, Schroeder, Castigliola & Banahan, PLLC, as outside counsel to perform services as necessary and render legal advice and recommendations in the practice areas of admiralty and maritime law, including but not limited to all matters involving navigable waters, vessels at sea, and all similar interests of the University arising out of or related to the University's ownership and operation of watercraft, any associated facilities or activities, and the University's activities in and around navigable waters and coastal areas. The scope of services would also include advice and assistance

with contracts, leases and other commercial agreements, general legal advice, commercial and regulatory matters, as well as litigation related to any of the activities described herein. The term of this contract is two years beginning July 1, 2021. The hourly rate is $195 for attorneys and $90 for paralegal services. The maximum amount payable under this agreement shall not exceed $50,000 during the period between July 1, 2021 and June 30, 2022, and $50,000 during the period between July 1, 2022 and June 30, 2023, for a total amount of $100,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $3,000,000 per claim with an aggregate limit of $3,000,000. This contract has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

15. <u>USM – APPROVAL TO CONTRACT WITH MAYO MALLETTE, PLLC AS OUTSIDE COUNSEL</u>

The University of Southern Mississippi request approval to enter into a contract Mayo Mallette PLLC, as outside counsel for the provision of legal services and advice in the practice areas of higher education law, employment law, First Amendment matters, academic tenure, student affairs, OFCCP, affiliation agreements, naming agreements and policies, Title IX, NCAA compliance, disability law and athletics, as well as general legal advice and litigation related to any of the activities described herein. The term of this agreement is two years beginning July 1, 2021. The hourly rate is $195 for attorneys and $90 for paralegal services. The maximum payable under this agreement shall not exceed $40,000 during the period between July 1, 2021 and June 30, 2022, and $40,000 during the period between July 1, 2022 and June 30, 2023, for a total amount of $80,000 for the contract term. This firm carries professional liability coverage in the amount of $2,000,000 per claim with an annual aggregate of $2,000,000. This contract has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

16. <u>USM – APPROVAL TO CONTRACT WITH RICHARD & THOMAS, PLLC AS OUTSIDE COUNSEL</u>

The University of Southern Mississippi requests approval to enter into a contract with Stephen K. Thomas of Richard & Thomas, PLLC, as outside counsel to perform real estate services for real estate closings. The term of the contract will be two years beginning July 1, 2021. It is anticipated that the University will have a need for real estate closing legal services during the period from July 1, 2021 through June 30, 2023 for purchases of property near the Hattiesburg campus. It is expected that each closing will cost the University approximately $1,000. The attorney's average hourly rate, depending on services rendered, is $150. The maximum amount payable under this agreement shall not exceed $2,500 during the period between July 1, 2021 and June 30, 2022, and $2,500

during the period between July 1, 2022 and June 30, 2023, for a total amount of $5,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. This contract has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

17. USM – APPROVAL TO CONTRACT WITH WARE|IMMIGRATION AS OUTSIDE COUNSEL

The University of Southern Mississippi requests Board approval to enter into a contract with Ware|Immigration as outside counsel to provide services as needed in preparing labor certification applications and permanent residence process on behalf of the University for its professors, researchers, and employees who seek permanent residence status and to further provide other related services relating to immigration and naturalization at the University's request. The term of this agreement is two years beginning July 1, 2021. The fees for these services is set out in the fee schedule below. All services not included in the below fee schedule will be provided at the following hourly rates: David Ware, $350; Partners, $250; Associates, $175 and Paralegals, $100. The maximum amount payable under this agreement shall not exceed $50,000 during the period between July 1, 2021 and June 30, 2022, and $50,000 during the period between July 1, 2022 and June 30, 2023, for a total amount of $100,000 for the contract term. This firm carries professional liability coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000. This request is pending approval by the Attorney General.

Schedule of Legal Fees for Academia:

Nonimmigrant Petitions and Processes

H-1B petition	$2250.00*
H-1B extension or amendment petitions (we handled original petition)	$2250.00*
H-1B withdrawal	$200.00
H-4 EAD (Employee may pay)	$750.00

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

TN petition or border/consulate processing	$2250.00
TN extension petition (we handled original)	$2250.00
E-3 petition or consular processing	$2250.00
E-3 extension petition (we handled original)	$2250.00
O-1 petition	$4250.00

O-1 extension or amendment petition (we handled original)	$3000.00
J-1 waiver (IGA or hardship)	$6,000.00
J-1 waiver (Conrad)	$6,000.00
J-1 waiver (no objection)	$1500.00
I-539 Fee for Dependents (Employee may pay)	$750.00

Permanent Residence Process with Labor Certification: Faculty

Special Handling labor certification	$3000.00
(If position must be readvertised)	$2500.00
Additional fee if audited	$500-1500.00
Immigrant petition (I 140)	$2500.00

Permanent Residence Process with Labor Certifications: Non-Faculty

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

Permanent Residence Process: Outstanding Professors and Researchers

Immigrant petition	$6000.00

Permanent Residence Process: National Interest Waiver

Immigrant petition	$6000.00
NIW or OP/OR RFE or NOID: case by case determination up to	$2500.00

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

Adjustment of status (AOS) and related applications (I-765, I-131, etc.), principal	$2500.00
"Standalone" AOS and related applications, principal	$3000.00
Adjustment of status and related applications, spouse, if together with principal application and I 140	$1500.00
Adjustment of status of each child, concurrent with I 140	$1000.00
"Standalone" adjustment of status, spouse (not concurrent with I-140)	$2000.00
"Standalone" adjustment of status, child	$2000.00
Reschedule biometrics appointment	$150.00
Reschedule adjustment of status interview	$150.00

I 485 J (standalone cases)	$1500.00

Employment Authorization and Advance Parole Renewal

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

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

18. USM – APPROVAL TO CONTRACT WITH WISE, CARTER, CHILD & CARAWAY, P.A. AS OUTSIDE COUNSEL

The University of Southern Mississippi requests approval to enter into a contract with Wise Carter Child & Caraway, P.A., as outside counsel to perform services as necessary in the practice areas of real estate, commercial matters, contracts, general administrative matters, construction, real estate closings, title opinions, general legal advice, and litigation related to any of the activities described herein. The term of this agreement is two years beginning July 1, 2021. The hourly rates are $195 for attorneys and $90 for paralegal services. The maximum amount payable under this agreement shall not exceed $25,000 during the period between July 1, 2021 and June 30, 2022, and $25,000 during the period between July 1, 2022 and June 30, 2023, for a total amount of $50,000 for the contract term. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an aggregate limit of $10,000,000. This request is pending approval of the Attorney General.

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

APPROVAL OF NON-EMPLOYEE IN-STATE LOBBYISTS

Board Policy 201.0506 Political Activity requires annual Board approval of the use of all outside lobbyists which will perform lobbying activities within the State of Mississippi on behalf of any of the institutions prior to an institution contracting therewith. In addition, Board Policy 201.0506 requires that the Board approve the actual contract with such a lobbyist. The request for approval must include disclosure of all other clients represented by the proposed lobbyist, as well as the specific source of funding to be used for payment of the lobbyist, including expenses. The request must indicate whether funding is to be derived from state general funds or self-generated funds. Further, the contractual agreement with such an outside lobbyist to conduct in-state lobbying must provide that the agreement is either terminable at will, or it must contain a provision that provides that such contract may be terminated by IHL or the client institution if IHL or the institution determines that a new client of the lobbyist creates a conflict. Lastly,

Board policy requires that such lobbyists are required to apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution, and to coordinate those activities within system strategies and processes prescribed by the IHL Board. In response to the various requirements of Board Policy 201.0506 regarding the approval requirements in order to use an outside lobbyist for lobbying activities within the State of Mississippi, the institutions have submitted the following for the Board's consideration.

19. JSU – APPROVAL OF WORTH THOMAS D/B/A W. T. CONSULTING AS IN-STATE LOBBYING CONSULTANT

Jackson State University requests approval of a consulting agreement between the university and Worth Thomas of W.T. Consultants, who will provide a full scope of legislative liaison services within the State of Mississippi, with such services designed to achieve the state agency and governmental relations goals of Jackson State University. The contract amount is $80,000 to be paid in quarterly installments of $20,000 each plus reasonable reimbursement of travel expenses up to a maximum of $2,500. This will be paid from self-generated funds of the Jackson State University Foundation allocated for JSU Program Support. The Attorney General's Office reviewed the contract and found same to be compliant with applicable law and Board policy.

Client List:

AT&T Services, Inc.
Altria Client Services, LLC and its Affiliates
Baptist Memorial Health Care Corp.
Capitol Resources, LLC
Hinds County Board of Supervisors
GovEase
J5 GBL
Jackson State University Development Foundation
Kellogg Foundation
Marsy's Law for All
Mississippi Association of Educators
Mississippi Power Company
Rehabilitation Centers, LLC, d/b/a Millcreek
Oak View Group LLC
Path Company LLC
TSC, Inc.

GOVERNMENT RELATION SERVICES AGREEMENT

This agreement ("Agreement") entered into by and between Worth Thomas d/b/a W.T. Consultants, ("WTC")., located at 200 South Lamar Street, Post Office Box 774,

Jackson, MS 39205 and Jackson State University ("JSU"), and Jackson State University Development Foundation, located at 1400 J.R. Lynch Street, Jackson, MS 39217.

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

2. REQUIRED FILINGS. WTC shall register as a lobbyist, and file required periodic reports, for JSU with the Secretary of State of Mississippi relating to lobbying laws in Mississippi. WTC will also advise and assist JSU, at its request, in fulfilling all JSU-related reporting as required under State Lobbying laws.

3. TERM OF AGREEMENT. The Term of this Agreement shall commence on the date of execution of this Agreement and shall continue in full force to June 30, 2022, unless otherwise terminated as provided herein. This Agreement may be renewed for an additional period(s) upon written mutual agreement of both parties.

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

September 30, 2021	$20,000.00
December 31, 2021	$20,000.00
March 31, 2022	$20,000.00
June 30, 2022	$20,000.00

5. EXPENSES. WTC will be reimbursed for approved reasonable and necessary expenses incurred in performance of services under this Agreement up to a maximum of $2,500.00 by the Jackson State University Development Foundation ("JSUDF") via JSUDF's JSU Program Support funds. Invoices for expenses

reimbursable hereunder shall be rendered monthly in arrears and shall be due within forty-five (45) days of receipt of invoice to JSUDF. WTC agrees to provide reasonable documentation in support of any reimbursement requests.

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

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

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

9. CLIENT IDENTIFICATION. WTC represents that it has disclosed a list of its clients as of the date that his Agreement is executed, and WTC agrees to disclose the identity of all new clients which are acquired by WTC during the term of this Agreement (and any extensions thereof) to IHL and JSU. If IHL or JSU determines that a conflict of interest exists in regard to clients of WTC, then JSU may elect to terminate this Agreement by written notification.

10. CONFIDENTIALITY: WTC and University mutually agree that during the course of this Agreement the other party may be exposed to Confidential Information ("Confidential Information"). WTC and University will hold in trust and confidence all Confidential Information received from the other party, will use such Confidential Information only in connection with the performance of its obligations under this Agreement, will not use such Confidential Information for its own benefit or to the other's detriment, and will safeguard Confidential Information from unauthorized disclosure using the same degree of care as it takes to preserve its own confidential information, but in any event no less than a reasonable degree of care. The Parties further agree not to disclose any information obtained during the performance of this Agreement which release would be a violation of the Federal Family Educational Rights and Privacy Act. This provision shall survive termination or expiration of the Agreement for two (2) years.

11. HOLD HARMLESS: To the extent permitted by Mississippi law, WTC shall hold harmless, defend and indemnify the University and the Board of Trustees of

IHL from any and all claims, actions, suits, charges and judgments whatsoever that arise out of WTC's performance or nonperformance of the services or subject matter called for in this Contract.

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

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

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

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

c. Conflict of Interest. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting or creating of the Agreement on behalf of the University is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

d. Records. The parties shall retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years. Further, such records will be available at reasonable times for inspection and audit by University or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of the records shall be provided at Jackson State University in Jackson, Mississippi, upon request.

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

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

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

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

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

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

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

STAFF RECOMMENDATION: Board staff recommends approval of this item.

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

Mississippi State University requests approval of an agreement between the university and Cornerstone Government Affairs, LLC, for assistance in the university's pursuit of its in-state government affairs and business objectives, including monitoring and lobbying of

legislation of interest to MSU during the regular session of the Legislature and other services throughout the year. Cornerstone will apprise the Commissioner of IHL of its lobbying activities related to MSU and coordinate those activities within system strategies and processes prescribed by the IHL Board. The contract amount is $50,000 to be paid in quarterly installments of $12,500 each plus reasonable reimbursement of travel expenses. This will be paid with private funds (self-generated funds). The Attorney General's Office reviewed the contract and found same to be compliant with applicable law and Board policy.

Client List

Atmos Energy
Australis Oil & Gas
Chevron USA
Columbus Light & Water
Community Mental Health Centers, Region 6
C Spire
Denbury Resources
Endeavors
Facebook
G2Lytics
Leflore Legacy Academy
Looking for Wine?
Management & Training Corp.
March of Dimes, Inc.
Mississippi Association of Health Plans
Mississippi Board of Nursing
Mississippi Early Learning Alliance
Mississippi Economic Council
Mississippi Farm Bureau Federation
Mississippi Power Company
Mississippi State University
Nissan North America
NORESCO
Palo Alto Networks
Penn National Gaming, Inc.
Plains All American Pipeline
Ridgeland, MS (City of)
Save the Children
Starkville, MS (City of)
Stonehenge Capital
Southern Farm Bureau Casualty Insurance
Uvc CDE Sanitation

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, dated April 26, 2021 (hereinafter "***Agreement***") is entered into by and between Cornerstone Government Affairs, Inc. (hereinafter "***Cornerstone***"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, D.C. 20024, and Mississippi State University (hereinafter "***MSU***"), with its principal place of business at P.O. Box 6018, Mississippi State, MS 39762 (hereinafter referred to collectively as the "***Parties***" or individually as "***Party***").

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

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

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

1. Term. The term of this Agreement shall commence on July 1, 2021 and continue through June 30, 2022 (hereinafter referred to as the "***Term***"). The Parties may mutually agree in writing to extend the Term.

2. Termination. This Agreement may be terminated by either party with or without cause at any time during the Term after thirty (30) days written notice to the other party. MSU shall pay Cornerstone all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs incurred by Cornerstone in the collection of uncontested fees which are more than sixty (60) days past due shall be paid by MSU.

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

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

In performing the GR Services, Cornerstone will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Mississippi Executive Branch, the Mississippi Legislative Branch,

independent agencies, and third parties regarding the relevant issues. Cornerstone will also provide other general informational bulletins or updates that MSU reasonably requests.

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

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

5. Non-Solicitation. During the Term of this Agreement and for one (1) year thereafter, MSU shall not directly or indirectly with or through any individual or entity: (i) employ, engage or solicit for employment any individual who is, or was at any time during the Term of this Agreement, an employee of Cornerstone, or otherwise seek to adversely influence or alter such individual's relationship with Cornerstone; or (ii) solicit or encourage any individual that is, or was during the Term for any reason, a customer or vendor of Cornerstone to terminate or otherwise alter his, her or its relationship with Cornerstone.

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

7. Confidentiality. Cornerstone agrees with respect to any written information marked "confidential" or "proprietary" by MSU or information disclosed orally and identified orally as "confidential" or "proprietary" by MSU at the time of disclosure whether or not reduced to writing (hereinafter "***Confidential Information***"), that Cornerstone will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of MSU. Provided, however, that Confidential Information may be provided by Cornerstone to those of its employees who

need such information to enable Cornerstone to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

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

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

8. Conflicts with Cornerstone Clients in Other Business Units and Offices. Cornerstone has multiple business units (federal government relations, state government relations, public affairs and advisory services) with offices throughout the United States. During the engagement between Cornerstone and MSU, Cornerstone may concurrently represent clients in the other business units and offices, even if MSU's interests may compete with those clients, provided the representation does not represent a conflict with the identified, existing scope of work. This Agreement confirms that MSU acknowledges such competitive realities and/or perceived conflicts of interest, and consents to Cornerstone's representation of clients by other business units or offices. Cornerstone seeks this consent to allow all Cornerstone business units to meet the needs of existing clients and to remain available to future business opportunities.

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

10. Indemnity. Cornerstone agrees to indemnify and hold harmless MSU and the IHL Board of Trustees from and against any and all losses, claims, damages, legal fees, expenses or liabilities that MSU and/or the IHL Board of Trustees may incur based upon information, representations, reports, data or releases made by Cornerstone or its authorized agent or representative MSU did not expressly approve, or that Cornerstone materially changed or altered after MSU's approval; or that Cornerstone used in a negligent or reckless manner. This paragraph shall survive the termination of this agreement and shall continue to bind both Parties.

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

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

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

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

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

16. Amendment. This Agreement may be changed only by written agreement signed by each Party.

17. Employment: Cornerstone represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp. 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Cornerstone agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Cornerstone further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Cornerstone understands and agrees that any breach of these warranties may subject Cornerstone to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such

cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Cornerstone by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Cornerstone would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

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

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

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

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

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

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

20. Indemnification. Cornerstone shall indemnify, defend, and hold harmless the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, MSU, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorneys' fees, arising out of or caused by Cornerstone's or its' partners, principals, officers, agents, employees or representatives actions or inactions. In MSU's sole discretion, Cornerstone may be allowed to control the defense of any such claim, suit, etc., but in such an event, Cornerstone shall use legal counsel acceptable to MSU. Cornerstone shall be solely responsible for all costs and/or expenses associated with such defense and MSU shall be entitled to participate in said defense. Cornerstone shall not settle any claim, suits, etc., without MSU's written concurrence, which concurrence MSU shall not unreasonably withhold.

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

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

STAFF RECOMMENDATION: Board staff recommends approval of this item.

21. MUW – APPROVAL OF CORPORATE RELATIONS MANAGEMENT AS IN-STATE LOBBYING CONSULTANT

Mississippi University for Women requests approval of a one-year contract with Corporate Relations Management (CRM) of Canton, Mississippi, to provide in-state lobbying and government relations consulting services. The contractual flat fee is $30,000 to be paid in monthly installments. The fee will be paid with private funds by the MUW Foundation (self-generated funds). The Attorney General's Office reviewed the contract and found same to be compliant with applicable law and Board policy.

Client List:

AT&T Services, Inc.
Avail
Bragg Farms
Capitol Resources LLC
Electronic Payments Coalition
ENOVA
General Motors LLC
Greenwich Biosciences
Marsi's Law Foundation
Memorial Hospital at Gulfport
Mississippi Property Tax Alliance
Natera
Pharmaceutical Research and Manufacturers of America
RAI Services Company
Talitrix
Vision Research Corporation

Government Relations Service Agreement with Mississippi University for Women for Fiscal Year 2022

Corporate Relations Management, a general partnership duly organized under the laws of the State of Mississippi, and doing business as Corporate Relations Management (hereafter referred to as "CRM"), with its place of business at 14 Montgomery Lane,

Canton, Mississippi 39046, does contract with Mississippi University for Women (hereafter referred to as "THE W"), whose principal office is W-1600, Columbus, Mississippi 39701, to provide consultant services for the period of twelve (12) months, commencing on July 2, 2021, or upon approval of the IHL Board, until June 30, 2022. This contract may be modified or extended by mutual agreement of the parties hereto.

SCOPE: In its capacity as a consultant, CRM, led by Bucky Murphy and Camp Murphy, shall monitor and lobby legislation of interest to THE W during the Regular Session and any Special Sessions of the Mississippi Legislature and provide any additional services to advance the pursuits of THE W's government affairs and business objectives. THE W shall determine the nature of these objectives with the advice and assistance of CRM.

NON-DELEGATION: Neither party shall assign any of its rights or delegate any of its duties or obligations under this contract without the express written consent of the other party.

PAYMENT: As consideration for performance of this contract, THE W agrees to pay CRM for services rendered as follows: A contractual flat fee of Thirty Thousand Dollars ($30,000.00) for fiscal year 2022, as services are provided. These payments shall be divided into monthly installments and invoiced to THE W. Payment will be made within 45 days to CRM from private funds provided by THE W Foundation.

TERMINATION AT WILL: Either Party on notice to the other party may terminate this contract. On notice of termination by THE W, CRM shall cease all work in connection with this project and THE W shall pay CRM all consideration through the date of termination. On notice of termination by CRM, CRM shall deliver all work in progress to THE W, whereupon CRM shall have no further obligation to THE W, except the conditions set forth in the confidentiality provision of this contract.

COMPLIANCE WITH IHL POLICY 201.0506: During the term of this contract, CRM will apprise the IHL Board, through the Commissioner, and THE W of all new clients after engaging the client. CRM shall also apprise the Commissioner regarding lobbying activities related to IHL or any individual IHL institution and shall coordinate those activities within system strategies and processes prescribed by the Board.

CLIENT LIST: CRM represents that its Client list for 2021 is: AT&T Services, Inc., Avail, Bragg Farms, Capitol Resources LLC, Electronic Payments Coalition, ENOVA, General Motors LLC, Greenwich Biosciences, Marsi's Law Foundation, Memorial Hospital at Gulfport, Mississippi Property Tax Alliance, Natera, Pharmaceutical Research and Manufacturers of America, RAI Services Company, Talitrix, and Vision Research Corporation.

EMPLOYMENT: CRM represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-111-1, et seq. of the Mississippi

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

CONFIDENTIAL INFORMATION: CRM shall not at any time during the term of this contract, directly or indirectly, disclose, publish, or divulge to any person any proprietary, secret, or confidential information of THE W or any other information obtained in connection with this contract. Upon termination or expiration of this contract, CRM shall promptly return to THE W all materials of a proprietary, secret, or confidential nature that have been delivered to or may then be in the possession or control of CRM. CRM and THE W agree that the provision of this section shall survive the termination or expiration of this contract.

INDEMNIFICATION: CRM agrees to indemnify, defend, and hold the Institutions of Higher Learning and THE W, its officers, employees and agents from and against any and all claims, causes of action, liabilities, damages, costs and expenses of any nature whatsoever arising out of any and all acts or omissions of CRM.

INSURANCE: CRM shall maintain professional liability insurance, malpractice and/or errors omissions insurance coverage during the course of this agreement in a commercially reasonable amount. Certificates of insurance, which list all applicable endorsements, shall be provided to University upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, MS 39211.

APPLICABLE LAW: This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions. Any

litigation with respect thereto shall be brought in courts of this State. CRM shall comply with all applicable federal, state, and local laws and regulations.

This agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by the parties.

IN WITNESS HEREOF, THE W and CRM have executed this contract as of the _____ day of _____, 2021.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

22. USM – APPROVAL OF CAPITOL RESOURCES, LLC AS IN-STATE LOBBYING CONSULTANT

The University of Southern Mississippi requests approval to continue the agreement with Capitol Resources LLC, in Jackson, MS, to provide state lobbying and government relations and consulting services in Mississippi from July 1, 2021 through June 30, 2022. Capitol Resources will be compensated in the amount of $48,000 annually, payable in monthly installments of $4,000 per month, plus reasonable reimbursement of travel expenses, funded by self-generated funds. The Attorney General's Office reviewed the contract and found same to be compliant with applicable law and Board policy.

Client List:

Association of Equipment Manufacturers
Amplify Education, Inc.
MGM/Beau Rivage Resorts/Gold Strike
Cambria Solutions
CDW LLC
Centene Corporation d/b/a The Magnolia Health Plan
CF Industries
City of Tupelo
Comcast Cable
Community Health Center Association of Mississippi
Diamondhead Water and Sewer District
EECS, LLC
Equifax, Inc.
Ergon, Inc.
FP1 Strategies, LLC
Gainwell Technologies
Gordian
Gulf States Toyota
Horne, LLP
IGT Global Solutions Corporation

Ingalls Shipbuilding
Intervest Corp
Kansas City Southern
Kohler Co.
McLane Company, Inc.
MedeAnalytics
Medical Transportation Management, Inc.
MedStat EMS
Milliman
MISSCO Corporation
Mississippi Chapter – American College of Emergency Physicians
MS Section – American College of Obstetricians and Gynecologists
MS Academy of Pediatric Dentistry
MS Alliance for Boys & Girls Clubs, Inc.
MS Ambulatory Surgery Center Association
MS Consumer Finance Association
MS Counselors Association
MS Economic Council
MS Interior Design Coalition
MS Optometric Association
MS Orthopedic Society
MS Petroleum Council
MS Physicians Care Network
MS Public Broadcasting Foundation
NextEra Energy Resources, LLC
Ochsner Health Systems
RAI Services Company
Regional One Health
Sanderson Farms, Inc.
Share Our Strength
Signify Health
Southern Beverage Company, Inc.
Spire Services, Inc.
Study Edge
Teladoc Health
Tellus Operating Group, LLC
Toyota Motor – North America, Inc.
Turo
Uber Technologies, Inc.
UHS of Delaware, Inc. – Parkwood
United States Chamber of Commerce – ILR
University of Southern Mississippi
Waggoner Engineer, Inc.
Youth Villages

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
JUNE 17, 2021

Dr. Rodney Bennett
University of Southern Mississippi
118 College Drive #5001
Hattiesburg, MS 39406-0001

Re: University of Southern Mississippi - Governmental Relations - Mississippi July 1, 2021 – June 30, 2022

Dear Dr. Bennett,

On behalf of Capitol Resources, LLC, thank you very much for giving us the opportunity to continue to assist you in representing the state-related political interests of the University of Southern Mississippi (USM). Our Capitol Resources' team looks forward to working with you and assisting you in achieving USM's legislative objectives in Mississippi.

Please make sure that the following reflects your understanding of our objectives and efforts on behalf of the University of Southern Mississippi (USM). Through your direction, we will provide comprehensive lobbying and government relations efforts in Mississippi, focusing on but not limited to the following objectives:

- Policy advocacy in the Mississippi Legislature, particularly on committees and issues dealing with funding, capital projects, IHL, K-12 education, technology development, hurricane recovery, and marine resources

- Policy advocacy and monitoring of relevant issues within the Executive Branch

- Partnership and strategic alliance development, both within various agencies and departments of state government, as well as within the private sector focusing on:
    - USM in relation to broader education policy, i.e. teacher training, K-12, college preparation, etc.
    - USM research application and support within the private sector, particularly in South Mississippi
    - USM in relation to workforce development

- Timely reports to USM leadership in the form of
    - Bill-status e-mail reports
    - Telephone and e-mail reports as required by the posture of legislation
    - Post-session reports and other reports as requested and required

- Exhaustive monitoring of legislation, relevant committee hearings and floor debates

- Identifying and securing potential legislative sponsors for USM-supported legislation and assistance with bill drafting

- Defensive monitoring within a broad spectrum of government agencies

- Assistance to USM administration, alumni and supporters in communication with key legislators at appropriate times

- Compliance with all registration and reporting laws

- Off-session strategy planning and legislative contacts, attendance at appropriate USM events

- Communications and messaging as appropriate

- USM may, when the interests of USM so require, terminate this agreement in whole or in part if Capitol Resources, LLC, takes on a client that is in conflict with USM. Written notice of all new clients is required to be given to USM no less than ten (10) days notice prior to the effective date of adding the client. Capitol Resources, LLC, shall further disclose all new clients to the IHL Board, through the Commissioner, as required by IHL Board Policy 201.0506 (3). In addition, Capitol Resources, LLC, shall apprise the Commissioner regarding lobbying activities related to USM and to coordinate those activities within system strategies and processes prescribed by the IHL Board.

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

- USM shall pay Contractor within 45 days of receipt of each invoice received from Contractor upon review and confirmation by USM that such payments and all portions thereof are due, justified and warranted based on services received by USM in accordance with §31-7-305(2), Mississippi Code of 1972.

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

- Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used

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

- This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of this state. Contractor shall comply with applicable federal, state, and local laws and regulations. If a court determines that any provision of this contract is not enforceable against USM, the Contractor agrees that the individual signing this agreement on behalf of USM is not personally responsible or liable for any of the obligations and duties contained herein.

- Capitol Resources agrees to maintain professional liability insurance during the term of this agreement. Proof of such professional liability coverage shall be provided to USM upon request.

Capitol Resources will provide state government relations and consulting services in Mississippi to the University of Southern Mississippi for a consulting retainer fee of Forty-Eight Thousand Dollars ($48,000.00) a year, payable in monthly installments of Four Thousand Dollars ($4,000.00) for each month of fiscal year 2022. If the agreement is approved after July the monthly retainer will be adjusted to equal $48,000.00 for the fiscal year. This payment schedule allows us to provide USM our comprehensive state government relations services. Our total fee includes all of the consulting and lobbying services routinely provided by Capitol Resources, LLC, to manage and implement your objectives. It is our understanding that the fee does not include any extraordinary

expenses such as travel, and that we will seek your approval prior to incurring any of these types of expenses.

If this engagement letter meets with your approval, please indicate your acceptance by signing the enclosed letters and returning one copy for our files. If you should have any questions, please do not hesitate to call me at (601) 948-6020 or (601) 497-4646.

We sincerely appreciate the opportunity to continue our association with you on behalf of the University of Southern Mississippi and achieving your legislative objectives.

Sincerely,
CAPITOL RESOURCES, LLC

Clare L. Hester
Founding Partner

On behalf of the **University of Southern Mississippi**, I accept the terms set forth in this letter.
BY:_____

POSITION:_____

DATE:_____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

APPROVAL OF NON-EMPLOYEE OUT-OF-STATE LOBBYISTS

Board Policy 201.0506 Political Activities requires IHL Board approval annually of all outside lobbyists which are to perform lobbying activities outside the State of Mississippi on behalf of any of our institutions prior to an institution contracting therewith. Therefore, the following requests for approval to use various federal lobbyists are submitted for your consideration:

23. MSU – APPROVAL OF FEDERAL SOLUTIONS, LLC AS FEDERAL LOBBYING CONSULTANT

Mississippi State University requests approval for Federal Solutions, LLC, to continue to lobby on behalf of the university outside the State of Mississippi.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

24. UM – APPROVAL OF BGR GOVERNMENTAL AFFAIRS AS FEDERAL LOBBYING CONSULTANT

The University of Mississippi seeks approval for BGR Governmental Affairs, LLC, a Washington, D.C. based firm, to continue to assist in managing its federal governmental affairs and to represent its interests before federal executive branch agencies and congressional offices and committees.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

25. USM – APPROVAL OF CASSIDY & ASSOCIATES, INC. AS FEDERAL LOBBYING CONSULTANT

The University of Southern Mississippi requests approval to continue the agreement with Cassidy & Associates, Inc., in Washington, DC, to provide federal relations services to obtain federal funding to support our infrastructure and research programs and to provide consultation, advice and assistance with our annual federal appropriations requests.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

APPROVAL OF LEGISLATIVE LIAISONS

The following requests for Board approval of various university/system employees as legislative liaisons are made in order to comply with Board Policy 201.0506 Political Activity:

26. ASU – APPROVAL OF DR. FELECIA M. NAVE AS LEGISLATIVE LIAISON

Alcorn State University requests approval of Dr. Felecia M. Nave as one of its legislative liaisons.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

27. ASU – APPROVAL OF MARCUS D. WARD AS LEGISLATIVE LIAISON

Alcorn State University requests approval of Marcus D. Ward as one of its legislative liaisons.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

28. DSU – APPROVAL OF DR. RICK MUNROE AS LEGISLATIVE LIAISON

Delta State University requests approval of Dr. Rick Munroe as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

29. MSU – APPROVAL OF LEE WEISKOPF AS LEGISLATIVE LIAISON

Mississippi State University requests approval of Lee Weiskopf as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

30. MUW – APPROVAL OF KAREN CLAY AS LEGISLATIVE LIAISON

Mississippi University for Women requests approval of Karen Clay as a legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

31. MVSU – APPROVAL OF DR. JERRYL BRIGGS AS LEGISLATIVE LIAISON

Mississippi Valley State University requests approval of Dr. Jerryl Briggs as one of its legislative liaisons.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

32. MVSU – APPROVAL OF LA SHON F. BROOKS AS LEGISLATIVE LIAISON

Mississippi Valley State University requests approval of La Shon F. Brooks as one of its legislative liaisons.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

33. UM – APPROVAL OF PERRY SANSING AS LEGISLATIVE LIAISON

The University of Mississippi seeks approval of Mr. Perry Sansing, as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

34. UMMC - APPROVAL OF KRISTY SIMMS AS LEGISLATIVE LIAISON

The University of Mississippi Medical Center requests approval of Kristy Simms as its legislative liaison.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

35. USM – APPROVAL OF CHAD DRISKELL AS LEGISLATIVE LIAISON

The University of Southern Mississippi requests approval of Chad Driskell as its legislative liaison.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

36. SYSTEM – APPROVAL OF DR. ALFRED RANKINS, JR. AS LEGISLATIVE LIAISON

The IHL Executive Office requests approval of Dr. Alfred Rankins, Jr. as one of its legislative liaisons.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

37. SYSTEM – APPROVAL OF KIM GALLASPY AS LEGISLATIVE LIAISON

The IHL Executive Office requests approval of Kim Gallaspy as one of its legislative liaisons.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
PERSONNEL
June 17, 2021

APPROVAL OF PERSONNEL ACTION REQUEST

1. **Employment**

Alcorn State University
Dexter Wakefield; *hired with tenure*; Associate Dean of Agriculture and Applied Sciences; Department of Agriculture; salary $120,000 per annum, pro rata; E & G Funds; 12- month contract; effective July 1, 2021

Delta State University
Elizabeth Belenchia; *rehired retiree*; part-time Instructor in Teacher Education, Leadership, and Research; salary $32,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2021

Diana Ezell; *rehired retiree*; Coordinator of Educational Administration Programs and part-time Instructor in Teacher Education, Leadership, and Research; salary $45,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2021

Beverly Johnston; *rehired retiree*; Adjunct Instructor in Teacher Education, Leadership, and Research; salary $25,000 per annum, pro rata; Fund 20 Funds; 12-month contract; effective July 1, 2021

Maud Kuykendall; *rehired retiree*; Adjunct Instructor in Teacher Education, Leadership, and Research; salary $30,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2021

Kathleen Lott; *rehired retiree*; Advisor and Coordinator of Educational Administration and Supervision and part-time Instructor in Teacher Education, Leadership, and Research; salary $29,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2021

H. Edward Lovin; Jr.; Vice President for Student Affairs; $150, 444 salary per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2021

Andrew J. Novobilski; *hired with tenure*; Provost and Vice President for Academic Affairs, and Professor of Computer Information Systems; $190,035 salary per annum (plus campus housing), pro rata; E&G Funds; 12-month contract; effective July 1, 2021

Dorothy Sykes; *rehired retiree*; Director of the World Class Teaching Program and part-time Instructor in Teacher Education, Leadership, and Research; salary $35,000 per annum, pro rata; Grant Funds and Fund 10 Funds; 12-month contract; effective July 1, 2021

Dianne Thomas; *rehired retiree*; Adjunct Instructor in Teacher Education, Leadership, and Research; salary $20,000 per annum, pro rata; Fund 10 Funds; 12-month contract; effective July 1, 2021

Kent Wyatt; *rehired retiree*; President Emeritus; salary $59,000 per annum; Fund 10 Funds; 12-month contract; effective July 1, 2021

Mississippi University for Women
Bobby Fuller; *rehired retiree;* Interim Department Chair of Education; salary $40,000 per annum, pro rata; E&G Funds; 10-month contract; effective August 1, 2021

2. **Change of Status**

Mississippi University for Women
Jessica Harpole; *from* Interim Vice President for Student Affairs and Dean of Students; salary $77,000 per annum, pro rata; E&G funds; 12-month contract; *to* Vice President for Student Affairs and Dean of Students; salary $90,000 per annum, pro rata; E&G funds; 12-month contract; effective May 1, 2021

3. **Tenure**

Alcorn State University
Sheren Sanders; *promotion* to Associate Professor; Department of Social Sciences; effective August 16, 2021

Martha Ravola; Associate Professor; Department of Human Sciences; effective August 16, 2021

Jackson State University
Young Sik Cho; *promotion* to Associate Professor with Tenure; Department of Business Administration, College of Business; effective, August 11, 2021

Chaiqua A. Harris; *promotion* to Associate Professor with Tenure; Department of Counseling, Rehabilitation, and Psychometric Services, College of Education and Human Development; effective, August 11, 2021

Barbara Howard; *promotion* to Associate Professor with Tenure; Department of Educational Administration, Foundations, and Research, College of Education and Human Development; effective, August 11, 2021

Chandar Lewis; *promotion* to Associate Professor with Tenure; Department of Educational Administration, Foundations, and Research College of Education and Human Development; effective, August 11, 2021

Jennifer Young Wallace; *promotion* to Associate Professor with Tenure; Department of Educational Administration, Foundations, and Research, College of Education and Human Development; effective, August 11, 2021

Andre Hines; *promotion* to Associate Professor with Tenure; Department of Public Policy and Administration, College of Liberal Arts; effective, August 11, 2021

Mohammad Khan; *promotion* to Associate Professor with Tenure; Department of Civil and Environmental Engineering and Industrial Systems and Technology, College of Science, Engineering, Technology; effective, August 11, 2021

University of Mississippi Medical Center
Yingjie Chen; Professor, Department of Physiology and Biophysics; effective July 1, 2021

Damon Darsey; Associate Professor, Department of Emergency Medicine; effective July 1, 2021

Romain Harmancey; Associate Professor, Department of Physiology and Biophysics; effective July 1, 2021

Andrew Notebaert; *promotion to* Associate Professor, Department of Neurobiology and Anatomical Sciences; effective July 1, 2021

Jeanette Simino; *promotion to* Associate Professor, Department of Data Science; effective July 1, 2021

Christopher Spankovich; *promotion to* Professor, Department of Otolaryngology - Head and Neck Surgery; effective July 1, 2021

Eric Vallender; Associate Professor, Department of Psychiatry and Human Behavior; effective July 1, 2021

4. **Sabbatical**

Mississippi State University
FROM: Bryan A. Jones; Associate Professor of Electrical and Computer Engineering; *from* salary of $97,015.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary $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
[Originally approved by IHL Board March 19, 2020; Revision approved March 18, 2021].
CORRECTED: Bryan A. Jones; Associate Professor of Electrical and Computer Engineering; salary of $97,015.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 1, 2021 to May 15, 2021 and August 16, 2021 to December 31, 2021; professional development

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June 17, 2021

FROM: Chuanxi Qian; Professor of Mathematics and Statistics; *from* salary of $98,787.00 per annum, pro rata; E&G Funds; 9-month contract; *to* salary of $49,393.50 for sabbatical period; E&G funds; effective August 16, 2021 to December 31, 2021; professional development
[Originally approved by IHL Board March 19, 2020; Revision approved March 18, 2021]
CORRECTED: Chuanxi Qian; Professor of Mathematics and Statistics; salary of $98,787.00 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

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
JUNE 17, 2021

1. USM – APPROVAL OF NEW ACADEMIC UNITS

A. Unit Title: **School of Coastal Resilience**
Unit Location: College of Arts and Sciences, Gulf Park campus
Effective date: July 2021

B. Unit Title: **School of Leadership**
Unit Location: College of Business and Economic Development, Gulf Park campus

Incremental, six-year cost of implementation: Current coastal budgets are sufficient for implementation of new academic and administrative structures. Future programming submitted to the Board will have cost and revenue projections that will impact current budgets.

Reason for requests: USM's plan for academic reorganization began in 2016 with the commitment of Academic Affairs to enhance the distinctiveness of academic programs and create a sustainable model for academic performance and growth. The key question we began with in Vision 2020 remains at hand today regarding Coastal Operations: What can we do within our existing resource realities to highlight our strengths, cultivate creativity, and distinguish ourselves as an institution?

To address this question, USM's process and ensuing discussions have been guided by the core concept articulated at the outset: units will be larger in size and scope, with emphasis on programs in order to promote collaboration and interdisciplinary teaching and research, to realize economies of scale, to facilitate fluid reallocation of resources, and to reduce duplication in programming and administration.

The following recommendations draw from this core concept, applied to the programming and structures along USM's Gulf Coast operations in which faculty and staff from all coastal sites engaged in discussions that were informed by regional and national data trends and national best practices. This work set forth three foundational pillars that will allow USM to expand coastal opportunities and will build on the success of coastal sites: Understanding the Ocean and Coasts, Improving Coastal Resiliency, and Supporting the Blue Economy.

USM Gulf Coast Structure: In this coastal reorganization, academics will be realigned under a school structure that parallels those on the Hattiesburg campus. Within these structures, the director of a school will assume a management role while serving as the "first among equals" or lead faculty in that school. This model will increase the involvement of faculty in the management of curricular and program delivery issues, encouraging cross-disciplinary communication and decision-making. These new schools and clusters will remain part of the college structure established under Vision 2020, with programming generally falling into one of the following: College of Arts and Sciences or College of Business and Economic Development.

The School of Coastal Resilience will be housed in the College of Arts and Sciences. The structure for the College of Arts and Sciences will be as follows:

College of Arts and Sciences
- School of Ocean Science and Engineering
  - Coastal Sciences MS
  - Coastal Sciences PhD
  - Hydrographic Science MS
  - Marine Science (Hydrography) BS
  - Marine Science BS
  - Marine Science MS
  - Marine Science (Hydrography) PhD
  - Marine Science PhD
  - Ocean Engineering BS
  - Uncrewed Maritime Systems Operator Undergraduate Certificate
  - Uncrewed Maritime Systems Undergraduate Certificate

- School of Coastal Resilience
  - Biological Sciences (Licensure) BS*
  - Biological Sciences BS*
  - Geography BS*
  - Media and Entertainment Arts (Film) BA*
  - Criminal Justice BA*
  - English (Licensure) BA*
  - English BA*
  - History (Social Studies Licensure) BA*
  - History BA*
  - History MS*
  - Interdisciplinary Studies BIS*
  - Liberal Studies BLS*
  - Mathematics (Licensure) BS*
  - Mathematics BS*
  - World Languages (Spanish) BA*
  - International Development PhD
  - Political Science BA*
  - Political Science BS*
  - Political Science MA*

The School of Leadership will be housed in the College of Business and Economic Development. The structure for the College of Business and Economic Development will be as follows:

College of Business and Economic Development
- School of Leadership
  - Accounting BSBA*
  - Business Administration (General Business) BSBA*
  - Business Administration MBA*
  - Management BSBA*
  - Marketing BSBA*
  - Applied Technology BS*
  - Human Capital Development (Instructional Technology and Design) MS
  - Human Capital Development MS
  - Industrial Engineering Technology (Logistics) BS
  - Industrial Engineering Technology BS
  - Instructional Technology Graduate Certificate
  - Logistics, Trade, and Transportation MS
  - Human Capital Development (Instructional Technology and Design) PhD
  - Human Capital Development PhD

** Affiliate programs governed by schools on the Hattiesburg campus.*

STAFF RECOMMENDATION: Board staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
FINANCE
June 17, 2021

1. SYSTEM– REQUEST FOR APPROVAL OF FISCAL YEAR 2022 OPERATING BUDGETS

Approval is requested for the fiscal year ending 2022 Operating Budgets for the system. These proposed budgets will be provided to the Board under separate cover.

Included as supplemental information as required by the Ayers Settlement Agreement, Board Policy 704.02, and Board Policy 703.04 E. are the following:

- Fiscal Year 2021 – 2022 Ayers Budgets,
- Fiscal Year 2021 – 2022 Athletic Budgets, and
- Fiscal Year 2021 – 2022 E&G Scholarships, Fellowships & Tuition Waivers.

STAFF RECOMMENDATION: Based on Board Policy 701.05 – Budgets, 703.04 E. Policy Guidelines, and 704.02 – Athletic Budget Approval and Reporting, the Commissioner, after consultation with the Institutional Executive Officers, shall prepare and submit for approval by the Board annual budgets for the several institutions and separately budgeted units. Board staff recommends approval of these items.

2. SYSTEM – REQUEST FOR APPROVAL OF FISCAL YEAR 2023 PROPOSED FUNDING PRIORITIES

Proposed funding priorities are required for the 2023 Legislative Budget Request (LBR). The proposed funding priorities will be presented under a separate cover.

STAFF RECOMMENDATION: Based on Board Policy 701.03, Budget and Planning Priorities, the Commissioner, after consultation with the Institutional Executive Officers, shall prepare and submit an annual statement of system planning and budget priorities for consideration and approval by the Board. Board staff recommends approval of this item.

3. SYSTEM – REQUEST FOR APPROVAL OF FY 2022 TUITION (ADMISSION, APPLICATION, & REGISTRATION FEES) AND WAIVER OF THE 30-DAY REVIEW PERIOD

Agenda Item Request: Approval is requested to waive the required 30-day review period and to give final approval for the tuition (admission, application, & registration fees) rates effective FY 2022.

Additional information will be submitted to the Board under separate cover.

Staff Recommendation: Based on Board Policy 702.04C – ***Consideration of Requests: Requests to establish tuition, and room and board charges shall not be considered until at least thirty days after they have been submitted to provide an opportunity for review by the Board and the Commissioner. The Board reserves the right to waive the thirty-day review requirement during periods of extreme time constraint.***

Staff recommends that the Board waive the thirty-day review requirement of the proposed FY2022 tuition (admission and application fee) rates and adopt for FINAL approval.

4. UM – REQUEST TO INITIATE THE BOND PROCESS FOR $75 MILLION FOR UNIVERSITY OF MISSISSIPPI EDUCATIONAL BUILDING CORPORATION FOR THE PURPOSE OF CONSTRUCTING THE JIM AND THOMAS DUFF CENTER FOR SCIENCE AND TECHNOLOGY INNOVATION, TO REVIEW THE FINANCIAL ADVISOR'S REPORT, AND TO APPROVE BOND COUNSEL, FINANCIAL ADVISOR AND UNDERWRITER

Agenda Item Request: University of Mississippi (UM) requests approval to borrow funds, not to exceed $75 million, through the loan term will not exceed 30 years.

Funds will be used for the construction of the new Jim and Thomas Duff Center for Science and Technology Innovation.

UM also requests that the Board review and approve the financial adviser's report provided by Hilltop Securities.

Following are the professionals:

- Financial Advisor – Hilltop Securities
- Bond Counsel – Butler Snow LLP
- Underwriters – Raymond James

History of Contract: The demand for state-of-the art Science, Technology, Engineering & Mathematics (STEM) facilities on Campus is ever growing. The University intends to construct a new 4-story STEM Building in the Science District on Campus to meet the STEM need. The building is 202,000 gross square feet and includes undergraduate teaching laboratories, lecture halls, faculty offices, and student spaces.

The building is a "stand-alone" building mechanically with the exception of hot water being supplied by the campus loop. The project will include the landscape design and construction of the New William Faulkner Memorial Garden, Gertrude Ford Way, and several teaching gardens.

The project was initiated on January 16, 2015 with a budget of $2,000,000. The budget was increased on October 15, 2015 to $8,700,000 and increased again on May 18, 2017 to $14,000,000. Finally, the budget was increased on May 20, 2021 to $175,200,000 to include Educational Building Corporation bonds in the amount of $75,000,000. Other sources of funding include private donations in the amount of $51,000,000, university funds of $9,200,000, and funds from the state of Mississippi of $40,000,000.

Specific Type of Contract: Long-term and intermediate term fixed rate bonds

Purpose: The University intends to construct a new 4-story STEM Building in the Science District on Campus to meet the STEM need. The building is 202,000 gross square feet and includes undergraduate teaching laboratories, lecture halls, faculty offices, and student spaces.

Scope of Work: The bond issue includes funds for the construction of the Jim and Thomas Duff Center for Science and Technology Innovation. Hilltop Securities is the financial advisor. Bond counsel is Butler Snow, LLC and the underwriters are Raymond James.

Term of Contract: Long-term and intermediate term fixed rate bonds will be issued with maturities up to thirty (30) years.

Contract Amount: UM is expecting to issue up to a maximum of $75,000,000 par value in tax-exempt, fixed rate bonds. Proceeds from the bond issue will support the project fund, capitalized interest, costs of issuance and the underwriter's discount.

Based on the Financial Advisor's report dated June 7, 2021, the proposed debt amortization will have an average annual debt service of $3.85 million at an expected interest rate of 3.03%.

Funding Source for Contract: Capital Improvement Fee revenue

Board Staff Recommendation: Board Policy 906 states "*Financing Projects. Prior to Board consideration of an institution's request to issue debt of the educational building corporation for the construction, maintenance, equipping, acquisition or renovation of facilities, the financial advisor must provide the Board with an independent analysis of the institution's financial condition, to verify that proposed revenue stream(s) are sufficient to repay the debt service and to recommend the project's viability. If the educational building corporation will issue commercial paper, the financial advisor shall also calculate an opinion of the breakeven interest rate to long term bonds to justify the use of commercial paper. The institution shall submit the report of the financial advisor(s) and the request for a project initiation to the Board for approval. The request must state the institution's intent, justify the need for the project and give an estimate of the total construction budget. The request must also include*

naming the design professionals, bond counsel and senior underwriter(s) selected by the board of the educational building corporation.

Following the Board's approval of the project initiation, the institution shall return to the Board at a subsequent meeting and present a resolution for Board approval granting permission for issuing bonds or other forms of debt obligations for the specific project."

The institution is presenting the Financial Advisor's report for the Board's review along with the intent, justification, and project professionals.

Board Staff recommends approval of this item. Approval of a bond resolution will be considered at a subsequent meeting.

5. UMMC – REQUEST TO APPROVE A MEDICAL TRANSPORTATION PROVIDER AGREEMENT WITH MOBILE MEDIC AMBULANCE SERVICE, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Medical Transportation Provider Agreement (Agreement) with **Mobile Medic Ambulance Service, Inc. d/b/a/ American Medical Response (AMR)** for the purpose of non-emergency ambulance, mobile intensive care transport and non-emergency non-ambulance medical transportation (via "medi-van"). This includes the transportation of adult and pediatric patients to the Jackson Medical Mall for radiation oncology treatments, as well as other UMMC facilities located off UMMC's main campus.

Contractor's Legal Name: Mobile Medic Ambulance Service, Inc., d/b/a American Medical Response

History of Contract: On June 21, 2018, the Board approved a three (3) year agreement between UMMC and AMR for transportation services. The current agreement will expire June 30, 2021.

Specific Type of Contract: This is a new Medical Transportation Provider Agreement.

Purpose: The purpose of the Agreement is to provide non-emergency ambulance, mobile intensive care transport and non-emergency non-ambulance medical transportation upon request by UMMC.

Scope of Work: Under the Agreement, AMR will:

- provide mobile intensive care transport services and ambulance services twenty-four (24) hours per day, seven (7) days per week;

- provide non-emergency non ambulance medical transport services between the hours of 8am and 5pm Monday through Friday;
- be a preferred provider of services with first right of refusal for all "stretcher patients";
- file all insurance claims and/or bill the patient on all patient-responsible transports;
- complete an inventory tracking form when UMMC-owned durable equipment must accompany patient on transport; and
- determine if medical necessity criteria is met.

UMMC will:

- provide and maintain documentation of medical necessity of requested services;
- obtain all preauthorizations, physicians orders or certifications required to document medical necessity or to comply with requirements of Medicare or third party payors for all patients;
- provide all medical and financial information reasonably requested by AMR.

Term of Contract: The term of the Agreement is three (3) years, from July 1, 2021, through June 30, 2024.

Termination Options: Termination options include the following:

- by either party upon thirty (30) days' written notice in the event AMR requests additional price increases based on cost factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards, and UMMC refuses the price increase;
- by either party in the event of a material breach of the agreement and the breaching party's failure to cure the breach within 30 days from the receipt of notice;
- automatically in the event of the loss, by either party, of insurance or licensure necessary to carry out the agreement;
- by AMR upon twenty (20) days' written notice in the event UMMC fails to make payment when due;
- by either party in the event the other party files bankruptcy or is the subject of an involuntary petition which is not dismissed with prejudice within sixty (60) days of filing;
- by either party upon thirty (30) days' written notice with or without cause;
- immediately upon either party's violation of applicable federal, state, city and county laws, rules, regulations and ordinances;
- immediately by either party if the other party or its practitioners or employees are excluded from participation in federal health care programs;

- by either party upon written notice, in the event a term of the agreement is deemed to violate any future statute, regulation, or ordinance, and the finding adversely affects the material consideration of performance under the agreement; and
- by UMMC in the event AMR improperly uses or discloses protected health information.

Contract Amount: The cost of the Agreement over the three (3) year term is $2,150,000. No more than once per year, AMR may increase fees based upon the percentage increase in the Consumer Price Index, Medical Care, All Urban Consumers, up to a maximum of four percent (4%) per year and potential volume increases. Upon notice, AMR also may increase fees based on factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards. UMMC has calculated an annual fourteen percent (14%) increase each year, which includes potential price increases and patient volume growth.

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

Contractor Selection Process: AMR was selected by the Hinds County Board of Supervisors as the county's sole proprietor for emergent ambulance services/transports, which is allowable by state law.

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

6. UMMC – REQUEST TO APPROVE AN AGREEMENT WITH MORRISON MANAGEMENT SPECIALISTS, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an Agreement with **Morrison Management Specialists, Inc. (Morrison)** to provide full service operation of patient food, retail food, and nutrition services on the Jackson, Grenada, and Holmes County campuses. Pursuant to IHL policy 707.03 *Approval of Prepayment for Goods and Services*, UMMC also requests a waiver to allow prepayment of the projected per-patient-day rates on a bi-monthly basis.

Contractor's Legal Name: Morrison Management Specialists, Inc.

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FINANCE
June 17, 2021

History of Contract: On May 19, 2016, the Board approved a five (5) year agreement with Morrison for food and nutrition services at Jackson, Grenada, and Holmes County. The Agreement will expire on June 30, 2021.

On June 15, 2017, the Board approved a four (4) year agreement with Morrison for the operation of a Copper Spoon coffee shop for light food and beverage services in the School of Medicine building. On October 17, 2019, the Board approved additional funding for the agreement to operate the Copper Spoon Coffee shop for light food and beverage services in the School of Medicine building. The agreement will expire on June 30, 2021. The proposed agreement will combine both services into a single agreement.

Specific Type of Contract: This is a new Agreement.

Purpose: The purpose of this agreement is to provide full service patient and retail food and nutrition services for UMMC's enterprise with a focus on consistent levels of service for all UMMC entities.

Scope of Work: Under the agreement, Morrison will:

- provide food and nutrition services for UMMC patients, visitors, students, and staff;
- staff all management and hourly employee positions needed for the provision of services;
- purchase food and other supplies necessary for the provision of services;
- adhere to quality standards of food;
- operate UMMC's retail locations including University Hospital cafeteria (Main), Private Dining room, Wiser Bistro, Student Union café, School of Medicine coffee shop, UMMC Grenada cafeteria, and UMMC Holmes County cafeteria;
- perform catering services upon request; and
- make an investment of $1,985,000 in renovations, capital equipment, and improvements in food and nutrition services on UMMC's campuses; and
- place $500,000 at risk under quality metrics mutually agreed upon with UMMC.

UMMC will:

- provide full time dietitians at UMMC Jackson and Grenada;
- provide leased/rented equipment, if applicable;
- provide maintenance, repairs, and equipment replacement for UMMC owned, leased, or rented equipment;
- provide service contracts, as applicable;
- provide facilities that are equipped and furnished for the provision of food and nutrition services; and
- offer a $250,000 quality performance reward based on quality metrics mutually agreed upon with Morrison.

Term of Contract: The term of the agreement is five (5) years, from July 1, 2021, through June 30, 2026.

Termination Options: Termination options include:

- upon one hundred fifty (150) days' written notice in the event the parties fail to reach a resolution to negotiation of a requested patient day rate price changes within 30 days of requested change;
- at any time by mutual written agreement;
- by either party, after the first thirty (30) months of the agreement, by either party without cause upon one hundred twenty (120) days' written notice;
- by Morrison upon sixteen (16) days' prior written notice if the Hospital fails to pay any amounts due timely (subject to the Hospital's right to cure prior to the end of the sixteen (16) day notice period); and
- by either party for cause upon sixty (60) days' notice if the other party doesn't not resolve the problem within sixty days of learning about the issue; and
- In the event of insufficient funds.

Contract Amount: The total estimated cost of the agreement over the five (5) year term is $53,175,000. UMMC has calculated an annual ten percent (10%) increase each year, which includes potential price increases, supply costs, operational incentives, and incidentals.

UMMC will pay in advance on a bi-monthly basis the projected per-patient-day rates, which is based upon an average of patient days over a year. If actual patient days are above or below the projected number of patient days, Morrison will charge or credit, as appropriate, the variable rate for the difference.

In addition to the per-patient-day and variable rates, UMMC will incur charges for "pass through items," such as floor stocks; nourishments; supplements; meals for observation patients, outpatients, guests, emergency room patients, and UMMC vouchers; private dining; and doctors' lounges; as well as catering and special events. Prices are subject to an annual increase of three percent (3%) or CPI, whichever is lower.

In the event UMMC terminates the agreement early, UMMC will repay the unamortized/undepreciated value of Morrison's investment for renovations, capital equipment, and improvements.

UMMC will receive credits and a share in revenue from Morrison. Morrison will pay UMMC a monthly credit for Morrison's purchases of food and supplies for UMMC's locations. Morrison also will pay UMMC a 7.5% share of all net retail sales exceeding the established baseline. Finally, if Morrison receives any credits or discounts from third

party vendors specifically for UMMC's locations, Morrison will pass through the credits or discounts to UMMC.

Finally, the agreement includes a quality performance program based on performance metrics mutually agreed upon by UMMC and Morrison. If Morrison does not meet the required threshold, Morrison will pay UMMC a quality performance penalty. If Morrison exceeds certain thresholds of the agreed upon metrics, UMMC will pay Morrison quality performance reward. In the total estimated cost calculation, UMMC has included all potential maximum quality performance payments.

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

Contractor Selection Process: UMMC sought proposals from three (3) vendors contracted with Vizient, UMMC's primary purchasing organization; however only two (2) vendors, Morrison and Aramark, responded. Morrison was the lowest bidder and was selected for its overall ability to meet the requested 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 Medical Center and Morrison Management Specialists, Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

7. UM-REQUEST FOR APPROVAL TO ENTER INTO AN ASSIGNMENT OF A LEASE AGREEMENT WITH BLACKBURN CONSTRUCTION, INC. AND 901 AVIATION, LLC

Agenda Item: The University of Mississippi requests approval of an Assignment of Lease Agreement between **Blackburn Construction, Inc. and 901 Aviation, LLC**

Purpose of Request: Blackburn Construction, Inc. seeks to assign the Lease Agreement to 901 Aviation, LLC, as provided for in Article VIII of the Lease Agreement, with 901 Aviation, LLC assuming and adopting all of the covenants, terms, and conditions in the Lease Agreement for Airport Hangar Lot #13.

Scope of the Project: The term of the Assignment of Lease Agreement is the same as specified in Article I of the Lease Agreement. The Assignment of Lease Agreement therefore ends on May 31, 2102. The contract amount for the Assignment of Lease Agreement is as specified in Article II of Lease Agreement: As of 2003, the annual rental fee for each of the first five years of the Lease Agreement was one thousand and eight hundred dollars ($1,800). This fee was based on $0.05 per square foot per month. Concurrent with the beginning of each successive five-year period, the rental fee is

increased by one and one half percent and such increase applied to the next five year period. These total increases shall continue and adjust each five years until said increases have reached a total of seven and one half percent of the original rental fee of $0.05 per square foot.

History of Project: The University of Mississippi ("the University") and R. Julian Allen III entered into a Lease Agreement on June 1, 2003 ("the Lease Agreement"). The leased premises is a 50'W x 60'D lot identified as Hanger Lot No. 13 at the University Airport. R. Julian Allen III subsequently assigned the Lease Agreement to R. Julian Allen & Associates, Inc. c/o David Blackburn, Member on July 27, 2017, with R. Julian Allen & Associates, Inc. c/o David Blackburn, Member, as assignee, assuming and adopting all of the covenants, terms, and conditions of the Lease Agreement; said Assignment of Lease Agreement was recorded on September 19, 2018 in Instrument Number 2018-7956. R. J. Allen & Associates, Inc. changed its name to Blackburn Construction, Inc. as evidenced by the Articles of Amendment filed with the Mississippi Secretary of State on December 16, 2019

Term of Sale: N/A

Termination Options: N/A

The termination of the Assignment of Lease Agreement is the same as specified in Article 1 of the Lease Agreement. Article I specifies that the term of the Lease Agreement ends on May 31, 2102 "unless sooner terminated."

Funding Source(s) for Project: N/A

Staff Recommendation: Based on Board Policy 707.01, *Land, Property, and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000.* Legal Staff has reviewed the proposed Agreement between The University of Mississippi and Blackburn Construction, Inc. and 901 Aviation, LLC for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

8. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PRODUCT SUPPLY AGREEMENT WITH PRAXAIR DISTRIBUTION, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Product Supply Agreement with **Praxair Distribution, Inc. (Praxair)** to provide Noxivent® medical-grade nitric oxide gas, NOxBOXi® nitric oxide delivery devices, and associated accessories and consumables. Noxivent® is a pharmaceutical medical grade nitric oxide gas used to treat neonatal, pediatric, and adult patients for hypoxic respiratory failure associated with pulmonary hypertension, where it improves oxygenation and reduces the need for

extracorporeal membrane oxygenation. UMMC also requests approval to add or remove accessories and consumables under the agreement without seeking prior Board approval, as long as it does not increase the approved expenditure level.

Contractor's Legal Name: Praxair Distribution, Inc.

History of Contract: This is a new agreement with Praxair for Noxivent® medical-grade gas, NOxBOXi® nitric oxide delivery devices, and associated accessories and consumables. UMMC is currently contracted with INO Therapeutics LLC d/b/a Mallinckrodt (Mallinckrodt) to provide use of INOMAX (nitric oxide) pharmaceutical medical-grade gas and related services, which will expire June 30, 2022. The pricing of the Praxair gas and devices are significantly less than those sold by Mallinckrodt.

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

Purpose: The purpose of the agreement is for the provision of Noxivent® medical-grade gas, NOxBOXi® nitric oxide delivery devices, and associated accessories and consumables. Noxivent® is a pharmaceutical medical grade gas used to treat neonatal and adult patients for hypoxic respiratory failure associated with pulmonary hypertension, where it improves oxygenation and reduces the need for extracorporeal membrane oxygenation.

Scope of Work: Under the agreement, Praxair will:

- provide Noxivent® gas to UMMC;
- loan NoxBOXi® equipment to UMMC ;
- deliver gas and equipment to UMMC;
- provide accessories and consumables to UMMC;
- provide specified training at the time of installation; and
- provide to UMMC technical support for the operation of the equipment.

Under the agrement, UMMC will ensure that the mode and make of mechanical ventilation or other equipment utilized to administer the gas or use the equipment are validated and device is compatible, as well as that those individuals administering the gas and using the equipment are duly qualified, properly trained, and familiar with the instructions for use of the gas and equipment.

Term of Contract: The term of the agreement is approximately two (2) years and twelve (12) days, beginning June 18, 2021, through two (2) years after the date of first delivery of the Noxivent® gas.

Termination Options: This agreement may be terminated for the following:

- by Praxair, if UMMC fails to make timely payment or UMMC's financial responsibility becomes otherwise impaired;
- Force Majeure
- in the event of a reduction in funds; and

- by UMMC during the first ninety (90) days of the term, upon thirty (30) days' prior written notice to Praxair.

Contract Amount: The total estimated cost of the agreement over the two (2) year term is $2,525,000. UMMC has included ten percent (10%) increase in year two (2) to allow for potential volume increases.

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

Contractor Selection Process: The Noxivent® gas, NOxBOXi® nitric oxide delivery devices, and associated accessories and consumables 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 Praxair Distribution, Inc for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

9. USM – REQUEST FOR APPROVAL TO ENTER THE SECOND AMENDMENT TO THE LEASE AGREEMENT (REVENUE) WITH NEW CINGULAR WIRELESS PCS LLC

Agenda Item Request: The University of Southern Mississippi requests retroactive Board approval of the Second Amendment to its Lease Agreement with **New Cingular Wireless PCS LLC** to allow the installation of additional cellular equipment as described in Exhibit 1-B of the Second Amendment.

Contractor's Legal Name: New Cingular Wireless PCS LLC

History of Contract: A Lease Agreement was entered into in 2010 with New Cingular Wireless PCS LLC to allow the installation of a cellular communications distributed antenna system (DAS) in the University's football stadium. The initial term of the Lease was effective November 19, 2010 was for five (5) years, plus two (2) additional automatic five (5) year extension terms, with monthly rental payments due in the amount of $1,600 during the initial term, and increasing by 15 percent in the first year of each extension term. The Lease was amended by a First Amendment to the Lease Agreement effective September 6, 2017 to permit Lessee access to additional space and increase the monthly rental payment by $500.

Specific Type of Contract: This is a revenue generating Lease Agreement for the Lease of Premises for cellular communications equipment.

Purpose: The purpose of this Second Amendment to the Lease Agreement is to provide additional space and associated upgrades for utilization with the DAS for cellular capability in the University's football stadium with an associated increase in revenue to the University.

Scope of Work: The Lease Agreement, First Amendment, and proposed Second Amendment requires that the University provide equipment space, antenna space, and access to make necessary connections in the University's football stadium. All expenses associated with the installation and maintenance of the system, and utilities for the system, are the responsibility of the Lessee. The Second Amendment will increase the University's monthly rental revenue by $200 and will extend the contract term by five (5) additional years.

Term of Contract: The initial term of the Lease was effective from November 19, 2010 for five (5) years, plus two automatic five-year extension terms. The proposed Second Amendment will add an additional five-year term to the Lease Agreement. This will result in the following overall contract term: Start Date: November 19, 2010 End Date: November 18, 2030

Termination Options: The Lease Agreement may be terminated, without penalty or further liability, (a) by either party on thirty (30) days' prior written notice if the other party remains in default after the applicable cure periods; (b) by Lessee upon written notice to Lessor if Lessee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Lessee; or if Lessee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or (c) by Lessee upon written notice to Lessor for any reason or no reason, at any time prior to commencement of construction by Lessee. Lessee may also terminate upon sixty (60) days' prior written notice to Lessor for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to three (3) months' Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Lessee if it is unable to obtain required approvals, continuing default of Lessor, or if termination occurs prior to commencement of construction by Lessee.

Contract Amount: Under the proposed Second Amendment the current lease amount of $2,691 per month will increase by $200 per month once installation commences for the new cellular equipment. As per the contract, in 2025 the monthly rental payment will increase by 15 percent to $3,324.65. Total revenue received on this contract to date is

$233,473. The projected revenue for the remainder of the contract is approximately $369,949, which results in a projected total contract value of $603,422.

Funding Source for Contract: New Cingular Wireless PCS LLC. This is a revenue contract.

Contractor Selection Process: New Cingular Wireless PCS LLC currently owns the system in place. All members of the USM Cellular Antenna Group have reviewed and approved this second amendment to the existing Lease Agreement.

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

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
JUNE 17, 2021

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

The University of Mississippi requests approval to enter into a contract for professional services with the law firm of Butler Snow LLP for the provision of legal services in the areas of intellectual property (including patent prosecution), commercial, construction, taxation, and regulatory matters. The term of the contract is one year beginning July 1, 2021. The blended hourly rate under the contract will be $295 per hour for all attorneys, including patent work, and $95 per hour for all legal assistants with a maximum amount payable under the term of this agreement of $250,000. This firm carries professional liability insurance coverage in the amount of $50 million per claim with an annual aggregate of $100 million. This request is pending approval with the Attorney General.

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

2. **UMMC – APPROVAL TO CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to contract with Butler Snow LLP as outside counsel to advise on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues and commercial and general matters. The term of this contract will be one year effective July 1, 2021 through June 30, 2022. The firm will provide legal services at an hourly rate of $295 per hour and $95 per hour for all legal assistants, with a maximum amount payable under this contract of $800,000. This firm carries professional liability insurance in the amount of $50 million per claim with an annual aggregate of $100 million. This contract has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

3. **USM – APPROVAL TO CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to enter into a contract 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; 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 this agreement is one year beginning July 1, 2021. The hourly rate is $295 for all attorneys in all legal matters

and $95 for paralegal services. The maximum amount payable under the term of this agreement shall not exceed $100,000. This firm carries professional liability coverage in the amount of $50 million per claim with an annual aggregate of $100 million. This contract has been approved by the Office of the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

4. UMMC – APPROVAL OF BUTLER SNOW LLP AS IN STATE LOBBYING CONSULTANT

Pursuant to Board Policy 201.0506, the University of Mississippi Medical Center requests approval to contract with Butler Snow, LLP, to provide in-state lobbying and government relations consulting services. The contractual flat fee is $60,000 (payable $5,000.00 per month) and plus reimbursement for all necessary and reasonable expenses and any travel outside the state of Mississippi. The fee will be paid with self-generated funds. The term of the agreement is July 1, 2021, through June 30, 2022. This contract has been approved by the Office of the Attorney General.

Lobbyist/Firm Clients:

1. Acadia Healthcare Company, Inc.
2. Anthem
3. Apple Inc.
4. Aramark
5. Cerner Corporation
6. Code.org
7. Comcast
8. Continental
9. Copart
10. Edgenuity
11. Excellence in Education
12. Fresenius
13. Global Tel*Link
14. Helena Chemical
15. Magnolia Speech School
16. MasteryPrep
17. MS Academy of Eye Physicians and Surgeons (MAEPS)
18. National Board for Professional Teaching Standards (NBPTS)
19. New Venture Fund
20. Questar Assessment, Inc.
21. Renaissance Learning
22. Reynolds American, Inc.
23. University of Mississippi Foundation

24. University of Mississippi Medical Center

LouAnn Woodward, M.D.
Vice Chancellor for Health Affairs and
Dean of the School of Medicine
The University of Mississippi Medical Center
2500 North State Street
Jackson, MS 39216

Re: Government Relations Advisory Services

Dear Dr. Woodward:

This letter will confirm that Butler Snow LLP ("Firm") agrees to represent The University of Mississippi Medical Center ("UMMC") in connection with certain government relations and public policy matters in the State of Mississippi. The terms of this agreement are as follows:

1. **TERM** – This agreement will be in effect for the period July 1, 2021 through and including June 30, 2022. The parties may renew this agreement and extend this term by mutual written consent.

2. **SERVICES** – During the term of this Agreement, Firm will provide services with respect to certain government relations of interest pertaining to UMMC in the State of Mississippi as requested and directed by a designee of UMMC and agreed by Firm. These services will consist of: (a) advice to UMMC; (b) representation of UMMC before appropriate legislative and executive bodies and (c) related government relations services and assistance necessary and appropriate to perform effectively the foregoing services.

3. **ADDITIONAL SERVICES** – UMMC and Firm acknowledge that the services described in Paragraph 2 to be provided to UMMC by Firm are services which may be performed by non-lawyers and that, as appropriate, Firm will provide such services through non-lawyers such as Sidney P. Allen, Jr., Caroline W. Sims and Kathryn B. Stewart or through attorneys who also are a part of Firm's Government Relations Team. UMMC and Firm further acknowledge that, from time to time, and either in relation to the Services described in Paragraph 2 or on unrelated, independent matters, UMMC may have the need for legal services which can be performed only by attorneys and legal staff. Such legal services are not contemplated by or covered under this agreement. Rather, UMMC may choose to have Firm provide such legal services or may choose to retain other attorneys for that purpose pursuant to IHL policies applicable to the retention of outside counsel. UMMC agrees that any such services it chooses to ask Firm to provide will be covered under a separate engagement agreement between UMMC and

Firm and that any responsibilities of either UMMC or Firm, including compensation to Firm for such services, will be governed by any such agreement.

4. **COMPENSATION** – Unless other terms of payment are agreed upon in writing for specific projects, as compensation for Services rendered by Firm during the term of this Agreement, UMMC will pay Firm a consulting fee of $60,000.00 (payable $5,000.00 per month). This fee will be paid by non-appropriated funds. Such payment will be paid monthly and due upon invoice. The monthly consulting fee is a general retainer for Firm's availability to UMMC for the Services described in Paragraph 2, and UMMC acknowledges that this monthly consulting fee is not refundable. In the event of termination of this agreement pursuant to Paragraph 17, UMMC will be responsible for paying to Firm on a pro rata basis the monthly consultation fee due for the month during which the effective date of termination falls.

5. **EXPENSES** - Firm will be reimbursed for all necessary and reasonable expenses incurred in providing the Services described in Paragraph 2 of this Agreement and any travel outside the state of Mississippi. Prior approval by a designee of UMMC will be required for any single expense in excess of Five Hundred Dollars ($500). Reimbursement will be made upon receipt of a statement of expenses and associated receipts that identify all expenses in detail. Firm is not authorized to make donations or contributions on behalf of UMMC. In the event of termination of this agreement pursuant to Paragraph 17, UMMC will reimburse Firm for all necessary and reasonable expenses incurred through and including the effective date of termination.

6. **COORDINATION** - Firm will apprise the Commissioner of IHL regarding lobbying activities related to UMMC and will coordinate those activities within system strategies and processes prescribed by the IHL Board.

7. **COMPLIANCE WITH IHL POLICY 201.0506** – During the term of this contract, Firm will apprise the IHL Board, through the Commissioner, of all new clients after engaging the client. Written notice of all new clients is required to be given to UMMC no less than ten (10) days prior to the effective date of adding the client.

8. **EMPLOYMENT** - Firm represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq.

9. **AVAILABILITY OF FUNDS** – It is expressly understood and agreed that the obligation of UMMC to proceed under this agreement is conditioned upon the availability and receipt of funds by UMMC to specifically perform the obligations set forth for UMMC under this agreement.

10. **CONTROLLING LAW** – This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving

consideration to its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

11. **CONFIDENTIALITY** – Firm agrees to maintain in strictest confidence all information disclosed to it regarding matters described in Paragraph 2 or otherwise concerning UMMC, its customers, strategies, products or business. Such confidential and proprietary information will be used by Firm solely in connection with the performance of services for UMMC under this Agreement.

12. **INDEPENDENT CONTRACTOR** – UMMC and Firm acknowledge and agree that this Agreement does not create an employment relationship between them and that the Firm is and shall remain an independent contractor.

13. **COMPLIANCE** – In connection with the performance of services under this agreement, Firm will comply with all applicable federal, state and local laws and regulations including those laws applicable to lobbying.

14. **INSURANCE** - Firm shall maintain professional liability insurance and workers' compensation insurance to the extent required by applicable law. The professional liability insurance shall be for an amount not less than $1,000,000 per occurrence. Certificates of insurance shall be provided to UMMC upon request and by mail to IHL via the following: Risk Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Suite 427, Jackson, MS 39211. No material change in coverages may occur for UMMC or IHL without 60 days advanced notice. All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater.

15. **INDEMNIFICATION** – To the extent covered by Firm's professional liability insurance or any other insurance maintained by Firm, Firm shall indemnify and hold harmless UMMC, the Board of Trustees of the Mississippi Institutions of Higher Learning, and their employees, agents, officers and directors with respect to any and all claims, demands, suits, actions, proceedings, loss, cost, and damage of every kind and description, including reasonable attorneys' fees and reasonable litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of Firm, its employees, agents, representatives, or subcontractors, their employees, agents or representatives, in connection with or incident to the performance of this Agreement.

16. **DATA SECURITY** – Firm shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of data transmitted by UMMC to Firm or data otherwise obtained by Firm from or about UMMC ("UMMC Data"), (ii) protect against any anticipated threats

or hazards to the security or integrity of UMMC Data, and (iii) protect against unauthorized access to or use of UMMC Data that could result in substantial harm or inconvenience to UMMC or any of its stakeholders. Firm shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of UMMC Data while such information is in Firm's possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. Firm will maintain sufficient procedures to detect and respond to security breaches involving UMMC Data and will inform UMMC immediately when it suspects or learns of malicious activity involving UMMC Data, including an estimate of the activity's effect on UMMC and the corrective action taken. Such procedures shall include, but not be limited to, logging of all access to confidential or sensitive data, use of firewalls for all external data connections, and timely implementation of updates and patches.

At a minimum, Firm's safeguards for the protection of UMMC Data shall include: (i) limiting access to UMMC Data to authorized personnel of Firm and utilizing policies that promote the least internal access; (ii) securing business facilities, data centers, paper files, servers, back-up systems (at a strategically located off-site location) and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication (two-factor or more secure method) and access controls within media, applications, operating systems and equipment; (vi) encrypting (with AES-256 bit or better encryption) UMMC data stored on any mobile media; (vii) encrypting UMMC Data transmitted over public or wireless networks; (viii) strictly segregating UMMC Data from information of Firm or its other UMMCs so that UMMC Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Firm's employees.

Firm must obtain the written approval of UMMC before subcontracting any portion of this Agreement. All subcontracts shall incorporate the terms of this Agreement so as to require subcontractors to meet or exceed the Firm's security obligations, including all data security requirements.

17. **SEVERABILITY** – If any term, provision, covenant or condition of this Agreement, or any application thereof shall be held by a court of competent jurisdiction to be invalid, void or unenforceable by any rules of law or public policy, or otherwise, all provisions, covenants and conditions of this Agreement not held invalid, void or

unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

18. **TERMINATION** – Either party may terminate this agreement at any time for any reason subject to those obligations set forth herein which arise upon termination (see Paragraphs 4 and 5) and those which continue beyond termination (see Paragraph 11); and no portion of the compensation paid to Firm by UMMC shall be refundable.

19. **ENTIRE AGREEMENT** – This Agreement constitutes the entire agreement between the parties hereto and it may not be modified and no provision may be waived except by a subsequent written agreement between the parties hereto.

If the Agreement set forth above meets with your approval please sign and return the original of this letter to the Firm.

Sincerely,

BUTLER SNOW LLP

Sidney P. Allen, Jr.
Sr. Government Relations Advisor

AGREED TO AND ACCEPTED THIS _____ DAY OF JUNE, 2021.

THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

By: _____
LouAnn Woodward, M.D.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
JUNE 17, 2021

1. **SYSTEM – INTENT TO OFFER CERTIFICATE PROGRAMS**

A. **JSU –** Program title: **Music Industry Certificate**
Responsible academic unit: Department of Music
Level: pre-baccalaureate
Total credit hours: 29.5
CIP code: 50.0901
Effective date: August 2021
Rationale: The Certificate in Music Industry will serve as a multi-disciplinary program which prepares students for working in the music and entertainment industry. This program will allow students to obtain a working knowledge of the functions and organizational structures of the music industry's component sectors, and the relationship of the sectors to each other. Students will learn basic principles in music, business, and media studies which will afford insight into the creation, performance, promotion, distribution, and monetization of artistic property as well as the key players in each of these steps. Students who complete this certificate program will be prepared to begin working in multiple aspects of the music and entertainment industry as sound engineers, producers, managers, record label representatives, and promotional staff. The aim is to train a diverse group of future music and entertainment executives who can positively contribute to the cultural fabric of the state of Mississippi.

B. **UMMC –** Program title: **Analytics Certificate**
Responsible academic unit: Biostatistics and Data Science
Level: post-baccalaureate
Total credit hours: 12
CIP code: 30.7101
Effective date: August 2021
Rationale: The graduate certificate program in analytics is a distance education program aimed at individuals seeking to expand knowledge in the areas of data analytics and computer program languages. Students who successfully complete 12 credit hours will be able to analyze and translate vast amounts of data into actionable evidence and communicate results to individuals from other disciplines.

C. **UMMC –** Program title: **Population Health Science Certificate**
Responsible academic unit: Population Health Science
Level: post-baccalaureate
Total credit hours: 15
CIP code: 51.2208
Effective date: August 2021
Rationale: The graduate certificate program in population health science is an online program with asynchronous courses and no campus visit requirements over a period of two or more semesters. The certificate program is designed to give working professionals and post-baccalaureate students a strong foundation in the emerging and interdisciplinary field of population health science.

D. **USM –** Program title: **Applied Cybersecurity Certificate**
Responsible academic unit: School of Computing Sciences and Computer Engineering
Level: pre-baccalaureate
Total credit hours: 18
CIP code: 11.0301
Effective date: August 2021
Rationale: This certificate program enables learners to build competencies to anticipate and protect against cybersecurity threats, fraud, data breaches, and other vulnerabilities.

E. **USM –** Program title: **Business Management Certificate**
Responsible academic unit: School of Management
Level: pre-baccalaureate
Total credit hours: 12
CIP code: 52.0201
Effective date: August 2021
Rationale: The business management certificate program provides foundational knowledge and skills in four areas of business management: Human Resources, Entrepreneurship, Organizational Behavior, and International. This certificate program is fully online, is designed for students with non-business undergraduate degrees, and is open to all majors and members of the business community.

F. **USM –** Program title: **Computer Networking Certificate**
Responsible academic unit: School of Computing Sciences and Computer Engineering
Level: pre-baccalaureate
Total credit hours: 18
CIP code: 11.0301
Effective date: August 2021
Rationale: The computer networking certificate provides learners the opportunity to build skills in design, implementation, and maintenance of local and wide-area networks, including techniques for network security.

G. **USM –** Program title: **Retail Merchandising Certificate**
Responsible academic unit: School of Marketing
Level: pre-baccalaureate
Total credit hours: 12
CIP code: 52.0201
Effective date: August 2021
Rationale: The Retail Merchandising Certificate provides foundational knowledge and skills in retail merchandising. It is open to all majors and members of the business community interested in advancing their retail merchandising careers or opening their own small business. The certificate program also is designed for students with non-business undergraduate degrees.

H. **USM –** Program title: **Software Development Certificate**
Responsible academic unit: School of Computing Sciences and Computer Engineering
Level: pre-baccalaureate
Total credit hours: 18
CIP code: 11.0301
Effective date: August 2021
Rationale: The software development certificate enables Information Technology majors and others to develop advanced skills in software development.

I. **USM –** Program title: **Supply Chain Management Certificate**
Responsible academic unit: School of Marketing
Level: pre-baccalaureate
Total credit hours: 12
CIP code: 52.0203
Effective date: August 2021
Rationale: The supply chain management certificate provides foundational knowledge and skills in supply chain management. It is open to all majors and members of the business community interested in advancing their supply chain management-related careers or augmenting their skills. The certificate program also is designed for students with non-business undergraduate degrees.

2. MSU – INTENT TO OFFER EXISTING DEGREE PROGRAMS BY DISTANCE LEARNING

A. Bachelor of Arts (BA) in Communication
Total credit hours: 124
CIP Code, Sequence: 09.0101, 5204
Cost to offer by distance learning: $55,000
Effective date: August 2021
Number of students expected to enroll in first six years: 80
Number of students expected to graduate in first six years: 33

B. Bachelor of Science (BS) in Human Development and Family Science, Child Development Concentration
Total credit hours: 124
CIP Code, Sequence: 19.0701, 5862
Cost to offer by distance learning: Minimal (offset by distance education fees)
Effective date: August 2021
Number of students expected to enroll in first six years: 80
Number of students expected to graduate in first six years: 28

STAFF RECOMMENDATION: Board staff recommends items 1-2 be accepted as information.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION ITEM
FINANCE
June 17, 2021

1. UMMC – AMENDMENT TO A MS DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES AGREEMENT WITH INTERNATIONAL BUSINESS MACHINES CORPORATION COMPANY

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 Number 5 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 with Epic, UMMC's electronic health record, and disseminated to patients related to procedures, treatments, diagnosis, etc.

Contractor's Legal Name: International Business Machines Corporation f/k/a Truven Health Analytics, LLC, an International Business Machines Corporation Company

Specific Type of Contract: This is Amendment Number 5 to the Consolidated Master Agreement.

Purpose: The purpose of Amendment Number 5 is to extend the term of the current agreement to allow UMMC to continue to use the patient education application. The agreement provides patient education materials that are integrated with Epic and disseminated to patients related to procedures, treatments, diagnosis, etc.

Term of Contract: The term of Amendment 5 is six (6) months, from May 1, 2021, through October 31, 2021. The total term of the amended agreement is seven (7) years, from November 1, 2014, through October 31, 2021.

Contract Amount: The total cost of the amended agreement is $473,895.44. The cost of Amendment Number 5 is $37,958.04.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 17, 2021

SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE `
MAY 20, 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.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 17, 2021

A L C O R N S T A T E U N I V E R S I T Y

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

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #6

Board staff approved Change Order #6 in the amount of $42,526.00 and eighty-four (84) additional days to the contract of Ergon Construction Group.

Approval Status & Date: APPROVED, May 17, 2021

Change Order Description: Change Order #6 includes the following items: provided additional sod for the remaining courtyard, back of all curbs, area at the entry sign location and remaining sidewalk to curbs and around the perimeter of two buildings refuse areas; provided single type "L" fixture and pole for lighting at the gate pump station; provided 12" overhangs at the island countertops in seven (7) units; provided eight (8) security camera licenses for the security gate access and removed the network switch for credit; provided Trendnet TI-PG541 5 port hardened industrial gigabit rates for 158 degrees Fahrenheit to serve the eight (8) security cameras with a wireless operation system for access security gates in lieu of the original Trendnet rated for 104 degrees Fahrenheit; and eighty-four days to the contract, of which seven (7) were due to weather delays.

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

Total Project Change Orders and Amount: Six (6) change orders for a total amount of $719,537.80.

Project Initiation Date: April 20, 2017
Design Professional: Architecture South
General Contractor: Ergon Construction Group
Total Project Budget: $10,500,000.00

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
JUNE 17, 2021

DELTA STATE UNIVERSITY

2. DSU- GS 102-266 – HVAC Improvements (Aquatic Center)

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of $13,472.98 and two hundred seventy (270) additional days to the contract of Upchurch Plumbing, Inc.

Approval Status & Date: APPROVED, May 17, 2021

Change Order Description: Change Order #2 includes the following items: removed and replaced the existing high point bleeder valves; and two hundred seventy (270) 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: Two (2) change orders for a total amount of $12,915.98.

Project Initiation Date: January 17, 2019
Design Professional: Engineering Resource Group
General Contractor: Upchurch Plumbing, Inc.
Total Project Budget: $1,513,472.98

MISSISSIPPI STATE UNIVERSITY

3. MSU- IHL 205-316 – Summer Parking Lots 2021

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 May 14, 2021 to initiate a project, Summer parking Lots 2021.

Interim Approval Status & Date: APPROVED, May 14, 2021

Approval Request #2: Contract Documents

Board staff approved Contract Documents as submitted by Neel Schaffer, Inc.

Approval Status & Date: APPROVED, May 24, 2021

Approval Request #3: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 24, 2021

Approval Request #4: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $999,723.58 to the apparent low bidder, Burns Dirt Construction.

Approval Status & Date: APPROVED, May 24, 2021

Project Initiation Date: May 14, 2021
Design Professional: Neel Shafer, Inc.
General Contractor: Burns Dirt Construction.
Total Project Budget: $1, 200,000.00

4. MSU- IHL 413-144 – Sustainable Bioproducts Facilities PH I (Reroofing)

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Pryor Morrow

Approval Status & Date: APPROVED, May 17, 2021

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 17, 2021

Project Initiation Date: December 10, 2019

Design Professional: Pryor Morrow
General Contractor: TBD
Total Project Budget: $5,000,000.00

5. **MSU- IHL 413-144 – Sustainable Bioproducts Facilities PH II (Building 4/ General Works)**

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Pryor Morrow

Approval Status & Date: APPROVED, May 21, 2021

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 21, 2021

Project Initiation Date: December 10, 2019
Design Professional: Pryor Morrow
General Contractor: TBD
Total Project Budget: $5,000,000

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

6. **UM- IHL #207-454– Data Center Facility Renovation**

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 May 14, 2021 to appoint Duvall Decker Architects, P. A. as the Design Professional.

Interim Approval Status & Date: APPROVED, May 24, 2021

Project Initiation Date: June 20, 2019
Design Professional: Duvall Decker Architects, P.A.
General Contractor: TBD

Total Project Budget: $1,000,000.00

7. UM- IHL #207-468– Art, Theatre and Film Department Facilities (Preplan)

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 May 14, 2021 to appoint Eley Guild Hardy Architects P. A. as the Design Professional.

Interim Approval Status & Date: APPROVED, May 27, 2021

Project Initiation Date: January 16, 2015
Design Professional: Eley Guild Hardy Architects
General Contractor: TBD
Total Project Budget: $185,000.00 (Design Fees Only)

8. UM- IHL 400-001 – Jim and Thomas Duff Center for Science and Technology Innovation

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by McCarty Architects
Approval Status & Date: APPROVED, May 28, 2021

Approval Request #2: Advertise

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 28, 2021

Project Initiation Date: January 16, 2012
Design Professional: McCarty Architects
General Contractor: TBD
Total Project Budget: $175,200,000.00

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

9. UMMC- IHL #109-223– Clinical Research Unit

NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #12

Board staff approved Change Order #12 in the amount of $10,676.40 and fourteen (14) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, May7, 2021

Change Order Description: Change Order #12 includes the following items: changes made to stainless steel and elevator door surround on the first floor; provided recommissioning of the HVAC controls system; and fourteen (14) days to the contract.

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

Total Project Change Orders and Amount: Twelve (12) change orders for a total amount of $1,040,824.80.

Project Initiation Date: May 18, 2017
Design Professional: Foil Wyatt Architects
General Contractor: Fountain Construction Co., Inc.
Total Project Budget: $7,683,767.14

10. UMMC- IHL #209-575– 6th Floor West Renovations

Approval Request #1: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $2,681,500.00 to the apparent low bidder, Fountain Construction Company.

Approval Status & Date: APPROVED, May 7, 2021

Approval Request #2: Change Order #1

Board staff approved Change Order #1 in the amount of $111,424.58 and five (5) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, May10, 2021

Change Order Description: Change Order #1 includes the following items: changed solid surface countertops from ¾" to ½"; insulation abatement performed in the penthouse and twenty (20) fan coil units; replaced blinds with roller shades; surveyed and abatement to pipes om bath chases; changes made to wall construction for the 6 west wing; credit to delete the shower seat in all of the patient bathrooms; modifications to the ductwork and two (2) fire dampers; rerouted vent pipes in three (3) locations; added two (2) smoke detectors in two (2) storage rooms; repaired a leaking steam valve and installed new valves ; added a refrigerator and an ice maker; added telemedicine receptacles; installed emergency power and rated wall sleeves in the data closet, plus core drilling four slabs between the data room below; window infill panels and five (5) days to the contract.

Total Project Change Orders and Amount: One (1) change order for a total amount of $111,424.58.

Project Initiation Date: July 23. 2020
Design Professional: Foil Wyatt Architects
General Contractor: Fountain Construction Company
Total Project Budget: $4,466,600.00

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

11. USM- GS #114-023 – Science Building Infiltration Repairs

NOTE: This is a Bureau of Building project

Approval Request #1: Design Development Documents

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

Approval Status & Date: APPROVED, June 2, 2021

Project Initiation Date: February 5, 2021
Design Professional: Shafer-Zahner-Zahner, PLLC

General Contractor: TBD
Total Project Budget: $2,700,000.00

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
LEGAL
JUNE 17, 2021

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 (statement dated 5/1/21) from the funds of Jackson State University. (This statement, in the amount of $500.00, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE……$ 500.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 5/12/21) from the funds of Mississippi State University. (This statement, in the amount of $687.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE……$ 687.50

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 5/1/21) from the funds of Mississippi State University. (This statement, in the amount of $1,333.33, represents services and expenses in connection with immigration/labor certification.)

TOTAL DUE……$ 1,333.33

Payment of legal fees for professional services rendered by the Winfield Law Firm (statements dated 4/13/21 and 5/5/21) from the funds of Mississippi State University. (These statements, in the amounts of $2,497.50 and $337.50, respectively, represents services and expenses in connection with legal advice.)

TOTAL DUE……$ 2,835.00

Payment of legal fees for professional services rendered by the Brunini Law Firm (statement dated 5/12/21) from the funds of the University of Mississippi. (This statement, in the amount of $900.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE……$ 900.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 5/14/21 and 5/18/21) from the funds of the University of Mississippi. (These statements, in the amounts of $13,039.00 and $4,848.89, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE……$ 17,887.89

Payment of legal fees for professional services rendered by Mayo|Mallette (statements dated 11/16/20 and 5/10/21) from the funds of the University of Mississippi. (These statements, in the amounts of $2,247.50 and $5,469.70, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE……$ 7,717.20

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 5/1/21 and 5/1/21) from the funds of the University of Mississippi. (These statements, in the amounts of $37.57 and $519.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE……$ 556.57

Payment of legal fees for professional services rendered by Wise Carter (statement dated 5/4/21) from the funds of the University of Mississippi. (This statement, in the amount of $51,350.80, represents services and expenses in connection with general legal advice.)

TOTAL DUE……$ 51,350.80

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 4/2/21, 4/16/21, 4/16/21, 5/12/21 and 5/12/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $206.50, $663.75, $74,880.83, $501.50 and $59.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……$ 76,311.58

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 3/23/21 and 3/23/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,056.00 and $1,997.00, represent services and expenses in connection with legal advice.)

TOTAL DUE……$ 3,053.00

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 9/29/20, 9/29/20, 3/26/21 and 4/27/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $181.50, $132.00, $3,214.11 and $1,089.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……$ 4,616.61

Payment of legal fees for professional services rendered by Hagwood Adelman Tipton, PC (statements dated 4/7/21, 4/7/21, 5/5/21 and 5/5/21) from the funds of the University of

Mississippi Medical Center. (These statements, in the amounts of $1,245.57, $7,098.32, $4,799.25 and $793.80, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE…….……$ 13,936.94

Payment of legal fees for professional services rendered by Page Kruger & Holland (statements dated 4/15/21, 4/26/21, 5/3/21, 5/3/21 and 5/4/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,425.50, $1,411.00, $82.50, $313.50 and $33.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE…….……$ 4,265.50

Payment of legal fees for professional services rendered by Steen, Dalehite and Pace (statements dated 4/12/21 and 4/21/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $10,320.00 and $215.46, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE…….……$ 10,535.46

Payment of legal fees for professional services rendered by Taylor, Wellons, Politz, Duhe, APLC (statements dated 5/7/21 and 5/7/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $481.70 and $643.50, represent services and expenses in connection with legal advice.)

TOTAL DUE…….……$ 1,125.20

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 2/28/21, 3/25/21, 3/25/21, 3/25/21, 4/21/21, 4/21/21, 4/21/21, 4/23/21, 5/3/21, 5/3/21 and 5/3/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $288.00, $4,236.00, $5,330.55, $12,347.29, $33.00, $550.50, $331.50, $73.50, $1,128.00, $6,215.12 and $756.37, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE…….……$ 31,289.83

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 4/20/21, 4/20/21, 4/20/21, 4/20/21 and 5/1/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,457.00, $2,277.00, $7,672.50, $7,513.25 and $610.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……$ 20,530.25

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 5/17/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $18,416.55, represents services and expenses in connection with legal advice.)

TOTAL DUE……$ 18,416.55

Payment of legal fees for professional services rendered by Butler Snow (statement dated 5/12/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $11,772.48, represents services and expenses in connection with legal advice.)

TOTAL DUE……$ 11,772.48

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 5/1/21, 5/1/21, 5/1/21, 5/1/21 and 5/1/21) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $48.48, $1,000.00, $1,500.00, $1,000.00 and $1,500.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE……$ 5,048.48

Payment of legal fees for professional services rendered by Wise Carter (statements dated 5/17/21 and 5/17/21) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $1,482.00 and $2,340.00, represent services and expenses in connection with legal advice.)

TOTAL DUE……$ 3,822.00

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 5/10/21, 5/10/21 and 5/13/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Live Attenuated Edwardsiella Ictaluri Vaccine and Method of Using Same” - $614.50; “Recombinant Fimbrial Protein of Aeromonas Hydrophila as Vaccine in Catfish” - $401.50; and “IP and Regulatory Matters” - $4,565.90.)

TOTAL DUE……$ 5,581.90

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statement dated 5/13/21) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: "Rapid Assay Methods and Kits for Detecting Neutralizing Antibody for Sars-Cov-2 Using Lateral Flow Assay and Enzyme-Linked Immunosorbent Assay" - $1,625.00.)

TOTAL DUE……$ 1,625.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 5/17/21, 5/17/21 and 5/21/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Polymers and Co-Polymers for Polymer Matrix Composites and High Yield Carbon-Carbon-Composite Structures Therefrom" - $38.00; "Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof" - $75.00; and "Review Existing Patent and Provide Strategy Recommendation for Zirconium Light Emission" - $875.00, respectively.)

TOTAL DUE……$ 988.00

Payment of legal fees for professional services rendered by Butler Snow (statements dated 5/13/21 and 5/13/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patent/intellectual property matters: "Trademark Matters" - $2,758.50; and "The Grove Collection Trademarks" - $1,121.00.)

TOTAL DUE……$ 3,879.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 3/23/21, 3/23/21, 3/23/21, 3/23/21, 3/23/21, 3/31/21, 3/31/21, 3/31/21, 3/31/21, 4/26/21 and 5/18/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $26.00, $104.00, $104.00, $312.00, $520.00, $200.00, $350.00, $5,274.89, $1,520.00, $520.00 and $728.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE……$ 9,668.89

Payment of legal fees for professional services rendered by Workman Nydegger (statement dated 4/21/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $4,197.50, represents services and expenses in connection with intellectual property patents.)

TOTAL DUE……$ 4,197.50

2. UM – EMERGENCY INTERIM APPROVAL TO HIRE THE JACKSON LEWIS LAW FIRM AS OUTSIDE COUNSEL

Trustee Gee Ogletree, as Legal Committee Chair, on behalf of the Board, has approved the University of Mississippi's emergency request to contract with the Jackson Lewis Law Firm as outside counsel to investigate and advise on a university personnel matter. The term of the contract began May 26, 2021 and shall expire not later than June 26, 2021. Services are to be provided at an hourly rate of $450, with a maximum amount payable under the contract of $20,000. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $10,000,000.

3. 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 employment contract matter.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ADMINISTRATION/POLICY
June 17, 2021

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

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

a. **MSU** – On May 20, 2021, Commissioner Alfred Rankins, Jr., approved the Farm Lease Agreement between Mississippi Agriculture and Forestry Station (MAFES)/Mississippi State University and Prevost Farms, LLC for use of 92 acres located at the Brown Loam Branch Experiment Station in Raymond, MS, for crop farming. This is a new revenue-generating lease and will be effective upon approval and execution through no later than October 31, 2022 at a cost of $8,050 per year. The Attorney General's Office has reviewed the agreement 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 document is on file in the IHL Board Office.

b. **MSU** – On May 27, 2021, Commissioner Alfred Rankins, Jr., approved the Modification of Lease Agreement #11 between Mississippi State University and the Mississippi State University Research and Technology Corporation for space at the NASA Stennis Space Center. This modification reduces the amount of square footage leased by MSU from 4,601 square feet to 3,192.45 square feet at the existing cost of $17.91 per square foot. The effective date of this modification was May 1, 2021 and will continue until the expiration of the current term on September 30, 2021. (Note: While the effective date is retroactive it does reflect MSU's actual square footage usage as of May 1, 2021 and reduces MSU's lease cost beginning May 1, 2021.) All other provisions of the original lease agreement with its previous Modifications #1 - #10 remain unchanged. The Attorney General's Office has reviewed the agreement 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 document is on file in the IHL Board Office.

c. **MSU** - In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, "the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board." On June 8, 2021, Commissioner Alfred Rankins, Jr. approved the 2021-22 Traffic and Parking Rules and Regulations, as well as the parking fees/fines schedules. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the documents.

d. **MVSU** – On June 8, 2021, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi Valley State University and Rashad Spurlock for space within the Jacob Aron Student Center in which to offer licensed beautician/barber services. The term of the lease is 12 months beginning June 1, 2021 for $125 per month due on or before the first day of each month. The IHL Associate Commissioner for Legal Affairs has reviewed the agreement 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 document is on file in the IHL Board Office.

e. **MVSU** – On June 8, 2021, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi Valley State University and Justin Young for space within the Jacob Aron Student Center in which to offer licensed beautician/barber services. The term of the lease is 11 months beginning July 1, 2021 for $125 per month due on or before the first day of each month. The IHL Associate Commissioner for Legal Affairs has reviewed the agreement 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 document is on file in the IHL Board Office.

f. **UM** – On May 20, 2021, Commissioner Alfred Rankins, Jr., approved the Assignment and Assumption of Lease Agreement from the University of Mississippi for 328 Properties, LLC to assign its lease interest to N887JA, LLC for Airport Hangar Lot #7. The annual rental fee for each of the first five years of the Lease Agreement was $2,250, which is based on $0.05 per square foot per month. Concurrent with the beginning of each successive five-year period, the rental fee is increased by one and one-half percent and is applied to the next five-year period. The total increases will continue and adjust each five years until the increases have reached a total of seven and one-half percent. The term of the original lease began on July 1, 2004 and will continue until June 30, 2054. The Attorney General's Office has reviewed the agreement 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 document is on file in the IHL Board Office.

g. **UM** – On May 20, 2021, Commissioner Alfred Rankins, Jr., approved the Amended and Restated Lease Agreement between the University of Mississippi and Mississippi Beta of Pi Beta Phi House Association, Inc. The House Association seeks to amend the Original Lease agreement to extend the termination date from June 30, 2036 to June 30, 2048. The House seeks to renovate the Pi Beta Phi sorority house and needs to extend the term in order to secure financing for the project. The amendment further includes an updated notice provision, complete agreement, modification, governing laws, non-availability of funds, indemnification and force majeure. The Attorney General's Office has reviewed the agreement 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 document is on file in the IHL Board Office.

h. **UM** – On May 20, 2021, Commissioner Alfred Rankins, Jr., approved the Consent to Encumber and Estoppel Certificate among the Board of Trustees of State Institutions of Higher Learning (IHL), Mississippi Sigma Chi Association and First Commercial Bank. Sigma Chi seeks to renovate the fraternity facility on the University of Mississippi campus for $6,288,952. First Commercial Bank agreed to provide Sigma Chi the loan amount. Sigma Chi will secure the loan with a leasehold deed of trust, assignment of rents and leases, and security agreement. The Consent to Encumber and Estoppel Certificate specifies that IHL

consents to the encumbrance of the leasehold estate as required by the original lease agreement between IHL and Sigma Chi. The Attorney General's Office has reviewed the agreement 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 document is on file in the IHL Board Office.

i. **UM** – On May 20, 2021, Commissioner Alfred Rankins, Jr., approved the Agreement for Assumption and Assignment of Lease among the Board of Trustees of State Institutions of Higher Learning (IHL), Rampant Lion Foundation, and Deke Property Group. Rampant seeks to assign and convey all of its rights, title and interest in its primary lease with IHL to Deke Property. The fraternity has established a new 501(c)(7) organization named Deke Property as the national housing corporation for the fraternity. The Attorney General's Office has reviewed the agreement 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 document is on file in the IHL Board Office.

j. **UM** - 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 June 8, 2021, Commissioner Alfred Rankins, Jr. approved the request for revisions to the On-Campus Education and General Budget, Center for Manufacturing Excellence Budget, and State Court Education Program Budget for Fiscal Year 2021. The Executive Office financial staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

k. **UMMC** – On May 10, 2021, Commissioner Alfred Rankins, Jr., approved the Fairgrounds Use Agreement between the University of Mississippi Medical Center and the Mississippi Department of Agriculture and Commerce for the use of the Mississippi Coliseum at which to hold its 2021 commencement ceremony. The term of the Lease is three days from May 26, 2021 through May 28, 2021, at a one-time estimated total cost of $15,000. UMMC will prepay the rental fees and expenses, as set out in paragraphs 3 and 4 of the agreement. The Attorney General's Office has reviewed the agreement and found the same to be compliant with applicable state law and Board Policy 707.01 Land, Property, and Service Contracts and 707.03 Approval of Prepayment for Goods or Services. A copy of the document is on file in the IHL Board Office.

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

On March 19, 2020, the IHL Board granted UMMC a temporary relief and waiver of requirements for approval of items, matters, contracts, purchases, leases, prepayments and any other agreement otherwise requiring approval by the Board of Trustees or

Commissioner pursuant to Board Policy 707 Contracts (to include policies 707.01 Land, Property, and Service Contracts; 707.02 Other Official Documents, and 707.03 Approval of Prepayment for Goods or Services) and Board Policy 905 Real Estate Management during the state of emergency caused by the COVID-19 pandemic. This waiver 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, 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. **DSU** – On May 16, 2021, the IHL Board approved Delta State University's request to enter a five-year contract with Sodexo Operations, LLC for food service. The purpose of this contract is managing and operating the food services for student, faculty, staff, employees, visitors, and guests on campus. DSU amended the original agreement on October 28, 2021, to temporarily cease the financial terms related to the resident dining rates due to the overall impact of the COVID-19 pandemic. On April 9, 2021, DSU entered Amendment 1 to the Service Agreement with Sodexo Operations, LLC to allow the university to resume operations under the terms and conditions of the original agreement effective July 1, 2021. The amendment was reviewed by the Attorney General's Office for compliance with Board Policy, including current policies as they relate to COVID-19 waivers, and applicable law and found the same to be acceptable.