

# Board Book

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November 18, 2021

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MISSISSIPPI BOARD OF TRUSTEES OF STATE  
INSTITUTIONS OF HIGHER LEARNING

# Board Meeting Outline

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

## MEETINGS SCHEDULE

Health Affairs Committee | November 17, 2021, 3:00p | IHL Board Room  
**IHL Board Meeting** | November 18, 2021, 9:00a | IHL Board Room

## CALL TO ORDER INVOCATION

Trustee Tom Duff  
Trustee Bruce Martin

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**ADJOURNMENT**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
October 21, 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 in the Cochran Limbert Assembly Room in Cochran Hall on the campus of the Mississippi University for Women in Columbus, Mississippi, at 9:00 a.m., and pursuant to notice in writing to each and every member of said Board said date being at least five days prior to this October 21, 2021 meeting. At the above-named place there were present the following members to wit: Dr. Ormella Cummings, Dr. Steven Cunningham, Mr. Tom Duff (via Zoom), Ms. Teresa Hubbard, Ms. Jeanne Carter Luckey, Mr. Bruce Martin (via Zoom), Dr. Alfred E. McNair, Jr. (via Zoom), Mr. Chip Morgan, Mr. Gee Ogletree (via Zoom), Mr. Hal Parker, Mr. Gregg Rader, and Dr. J. Walt Starr. The meeting was called to order by Dr. Walt Starr, President. Trustee McNair introduced Mr. Kenneth Maurice Davis, Pastor of the Tabernacle Missionary Baptist Church in D'Iberville, Mississippi, who provided the invocation.

**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 behalf of the IHL Board, President Starr thanked Mrs. Nora Miller, President of the Mississippi University for Women, for hosting the meetings on the MUW campus.
- President Miller introduced her cabinet members then provided an overview about the university and its future growth. Ms. Andrea N. Stevens, CPA Executive Director of Development & Alumni Relations, presented MUW's first capital campaign.

**APPROVAL OF THE MINUTES**

On motion by Trustee McNair, seconded by Trustee Cummings, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on September 16, 2021.

**CONSENT AGENDAS**

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

**ACADEMIC AFFAIRS**

1. **MVSU** – Approved the modifications to existing academic degree programs as follows:  
**Consolidate and Rename**
  - a. Current Program Titles and CIP Codes, Sequences:  
Bachelor of Science (BS) in History (CIP 54.0101, 5717),

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Bachelor of Arts (BA) in Government and Politics (45.1001, 5858), and  
Bachelor of Arts (BA) in Sociology (45.1101, 5396)  
Proposed Consolidated and Renamed Program Title: Bachelor of Arts (BA) in  
Integrated Social Sciences  
Proposed CIP Code: 45.0000  
Effective Date: August 2022

**Delete**

- b. Program Title: Bachelor of Arts (BA) in Government and Politics  
CIP Code, Sequence: 45.1001, 5858  
Deletion date: MVSU is requesting the deletion of this program effective August 2022.
  - c. Program Title: Bachelor of Arts (BA) in Sociology  
CIP Code, Sequence: 45.1101, 5396  
Deletion date: MVSU is requesting the deletion of this program effective August 2022.
2. **SYSTEM** – Approved the modifications to existing academic degree units as follows:

**Rename**

- a. **MSU** – Current Unit Title: Global Center for Aquatic Food Security  
Proposed Unit Title: Global Center for Aquatic Health and Food Security  
Unit Location: College of Veterinary Medicine  
Effective Date: October 1, 2021  
Cost of implementation: \$1,500
- b. **UM** – Current Unit Title: Arch Dalrymple III Department of History  
Proposed Unit Title: Department of History  
Effective Date: October 21, 2021
- c. **UM** – Current Unit Title: Magee Center for AOD Research  
Proposed Unit Title: Jackie and Faser Triplett Center for AOD Research  
Unit Location: William Magee Institute for Student Wellbeing at the University of Mississippi  
Effective Date: November 1, 2021  
Cost of implementation: \$0. The Center will generate revenue to cover costs and new initiatives.
- d. **UM** – Current Unit Title: University Counseling Center  
Proposed Unit Title: Bessie and Leland Speed Counseling Center  
Unit Location: Division of Student Affairs  
Effective Date: November 1, 2021  
Cost of implementation: \$0. The Center will generate revenue to cover costs and new initiatives.

**Rename** (As a result of ten-year review of approved Institutes and Centers)

- e. **ASU** – Current Title: Small Farm Development Center  
Proposed Title: Mississippi Small Farm and Agribusiness Center  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)



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- f. **DSU** – Current Title: Center for Interdisciplinary Geospatial Information Technologies  
Proposed Title: Center for Geospatial Studies  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- g. **DSU** – Current Title: Center for Teaching and Learning  
Proposed Title: Gertrude C. Ford Center for Teaching and Learning  
Scope: Limited Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)
- h. **JSU** – Current Title: Center for Academic and Professional Studies (CAPS)  
Proposed Title: Center for Academic and Professional Success (CAPS)  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- i. **JSU** – Current Title: Center for Excellence in Education  
Proposed Title: Center for Teacher Quality  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- j. **JSU** – Current Title: CREST Interdisciplinary Center for Nanotoxicity (ICN)  
Proposed Title: NSF-CREST Interdisciplinary Center for Nanotoxicity (ICN)  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- k. **JSU** – Current Title: Fannie Lou Hamer Institute on Citizenship and Democracy  
Proposed Title: Fannie Lou Hamer National Institute on Citizenship and Democracy  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- l. **JSU** – Current Title: Veteran Services Center  
Proposed Title: Veterans and Military Student Support Center  
Scope: Limited Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)
- m. **JSU** – Current Title: Center for Student Leadership and Involvement  
Proposed Title: Center for Student Engagement and Leadership  
Scope: Limited Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)
- n. **MSU** – Current Title: Carl Small Town Center  
Proposed Title: Fred Carl Jr. Small Town Center  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- o. **MSU** – Current Title: Entrepreneurship Center  
Proposed Title: Center for Entrepreneurship and Outreach  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- p. **MSU** – Current Title: Transportation Research Center  
Proposed Title: Mississippi Transportation Research Center  
Scope: Limited Scope and Outreach

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- Type: Type 1 (Academic, Teaching, or Research)
- q. **MSU** – Current Title: Water Resources Research Institute  
Proposed Title: Mississippi Water Resources Research Institute  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- r. **UM** – Current Title: Thomas Jefferson Center for the Study of American Ideals and Institutions  
Proposed Title: Declaration of Independence Center for the Study of American Freedom  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- s. **UMMC** – Current Title: Children's of Mississippi Center for the Advancement of Youth  
Proposed Title: Center for the Advancement of Youth  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- t. **UMMC** – Current Title: Center for Telehealth  
Proposed Title: UMMC Center for Telehealth  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- u. **UMMC** – Current Title: Neuroscience Institute  
Proposed Title: UMMC Neuro Institute  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- v. **USM** – Current Title: Center for Undergraduate Research  
Proposed Title: Drapeau Center for Undergraduate Research  
Scope: Limited Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)
- w. **USM** – Current Title: National Food Service Management Institute  
Proposed Title: Institute of Child Nutrition – Applied Research Division  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- x. **USM** – Current Title: Learning Enhancement Center  
Proposed Title: Center for Faculty Development  
Scope: Limited Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)
- y. **USM** - Current Title: Center for the Study of War and Society  
Proposed Title: Dale Center for the Study of War and Society  
Scope: Limited Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)
- z. **USM** - Current Title: Community Counseling and Assessment  
Proposed Title: Center for Behavioral Health  
Scope: Limited Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)

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- aa. **USM** - Current Title: University Clinic for Family Therapy  
Proposed Title: Center for Family Therapy  
Scope: Limited Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)

**FINANCE**

3. **ASU** – Approved the request to enter a one-year contract with ENNCloud Technologies, LLC for CIO Advisory Services, ERP Advisory Services, and Technical Project Management and Consulting Oversight Services. Statement of Work Number 003 provides strategic IT oversight through CIO Advisory Services that delivers IT Governance facilitation and aligns technology resource allocations with institutional strategy to achieve improved student experiences, streamlined faculty IT service delivery, and administrative business process automation. The term of the contract is October 1, 2021 through August 31, 2022. The cost of the scope of work for Statement of Work No. 003 is \$39,166.67 per month for a total of \$470,000 for 12 months. The contract will be funded by E & G Funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
4. **MSU** – Approved the request to enter a Lease Agreement with the Mississippi State University Research and Technology Corporation (RTC) for the real property located at 301 Research Boulevard in the Thad Cochran Research, Technology, and Economic Development Park. MSU's Office of Research and Economic Development and its support units and research centers need additional multi-functional space for various administrative offices and research centers including offices and research labs. The office building recently purchased by RTC will satisfy these needs. The term of the agreement is twenty (20) years beginning on the date the premises is delivered to MSU for occupancy after all necessary improvements and buildout are finalized by RTC. The cost of the agreement is \$46,750 per month for 43,000 square feet of office and lab space for 20 years for a total of \$11,220,000, plus actual utility costs. The agreement will be funded with E&G and grant 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.
5. **UM** – Approved the request to escalate the following budgets.
  - a. Mississippi Mineral Resources Institute Budget FY2022

University of Mississippi  
FY 2022 Mississippi Mineral Resources Institute by Major Object

Category	Current FY 2022 Operating Budget	Revision/Escalation	Revised FY 2022 Operating Budget
Salaries, Wages, and Fringe Benefits	\$ 305,264	\$ 273,774	\$ 579,038
Travel and Subsistence	1,500	25,544	27,044
Contractual Services	20,000	340,638	360,638
Commodities	10,725	19,737	30,462
Capital Outlay: Non-Equipment	-	-	-
Capital Outlay: Equipment	5,000	-	5,000
Mandatory Transfers	-	-	-
Non-Mandatory Transfers	-	-	-
Increase in Fund Balance	-	-	-
<b>Total</b>	<b>\$ 342,489</b>	<b>\$ 659,693</b>	<b>\$ 1,002,182</b>

A budget escalation is requested to increase FY 2022 budgetary spending authority appropriated for special funds to coincide with estimated revenues and expenditures reported on the FY 2023 budget request. The source of estimated revenue for this escalation will be special funds derived from external sources.

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**b. Small Business Development Center Budget FY 2022**

**University of Mississippi**  
**FY 2022 Small Business Development Center by Major Object**

Category	Current FY 2022 Operating Budget	Revision/Escalation	Revised FY 2022 Operating Budget
Salaries, Wages, and Fringe Benefits	\$ 311,324	\$ 849,727	\$ 1,161,051
Travel and Subsistence	-	50,000	50,000
Contractual Services	-	569,886	569,886
Commodities	789	39,211	40,000
Capital Outlay: Non-Equipment	-	-	-
Capital Outlay: Equipment	-	12,000	12,000
Mandatory Transfers	-	-	-
Non-Mandatory Transfers	-	-	-
Increase in Fund Balance	-	-	-
<b>Total</b>	<b>\$ 312,113</b>	<b>\$ 1,520,824</b>	<b>\$ 1,832,937</b>

A budget escalation is requested to increase FY 2022 budgetary spending authority appropriated for special funds to coincide with estimated revenues and expenditures reported on the FY 2023 budget request. The source of estimated revenue for this escalation will be special funds derived from external sources.

**c. Small Business Development Center Budget FY 2021**

**University of Mississippi**  
**FY 2021 Small Business Development Center by Major Object**

Category	Current FY 2021 Operating Budget	Revision/Escalation	Revised FY 2021 Operating Budget
Salaries, Wages, and Fringe Benefits	\$ 1,101,507	\$ 5,786	\$ 1,107,293
Travel and Subsistence	46,164	(8,820)	37,344
Contractual Services	425,432	470,063	895,495
Commodities	39,000	45,176	84,176
Capital Outlay: Non-Equipment	-	-	-
Capital Outlay: Equipment	10,000	14,966	24,966
Mandatory Transfers	-	-	-
Non-Mandatory Transfers	-	-	-
Increase in Fund Balance	-	-	-
<b>Total</b>	<b>\$ 1,622,103</b>	<b>\$ 527,171</b>	<b>\$ 2,149,274</b>

A budget escalation is requested to increase FY 2021 budgetary spending authority appropriated for special funds to coincide with actual revenues generated and reported on the FY 2023 budget request. The revenue source for this escalation is funding derived from external sources, including the SBA CORE Program, the SBA CARES Act, and the OSBDC Portability Assistance Program.

6. **UM** – Approved the request to amend a contract with the Coca-Cola Company acting by and through Coca-Cola North America and CCBCC Operations, LLC that was approved in October 2019 and granted retroactive approval effective April 23, 2021. The amendment adjusts the sponsorship agreement with the Coca-Cola Company due to changes in schedules and attendance for FY2021 during COVID-19. Due to the Covid19 pandemic, neither party could comply with the stated agreement for FY2021. The term of this amendment is for one year from November 1, 2020 to October 31, 2021. This contract is a revenue sharing arrangement that provides the University with a minimum of \$7,219,385 over the life of the contract plus commission on vending sales and rebates for specific products sold by Aramark and Barnes & Noble. A breakdown of the sponsorship fees/commission/other consideration over the 10-year period of the agreement is included in bound *October 21, 2021 Board Working File*. As a result of the amendment, the total amount provided to the University over the life of the contract was decreased from \$7,550,000 to \$7,219,385. The value of the added benefits and enhancements added \$161,928 to the amount received by the University over the originally proposed amount

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according to Coca-Cola's interpretation of losses during FY2021. 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. **UM** – Approved the request to enter a lease agreement with Nicholas Services, LLC d/b/a Nicholas Air ("Nicholas Air") for a 250' x 290' parcel of land located on the west side of the University-Oxford Airport's East Apron/Ramp area. The agreement will permit Nicholas Air to construct an airport hangar at the University/Oxford Airport which will provide significant economic opportunity for UM as well as the City of Oxford. The term of the agreement is 50 years. This is a revenue lease. 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. **UM** – Approved the request to enter a contract with STM Charters, Inc. for passenger charter air transportation and related services for the Ole Miss Men's Basketball team for the 2021/2022 Men's basketball season. Services to be provided by Express Jet Airlines and Air Charter Express. The contract will begin on November 17, 2021 and end on March 1, 2022. The contract amount is \$459,500 billed in two installments. The contract will be funded with self-generated intercollegiate athletic revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
9. **UM** – Approved the request to enter a contract with STM Charters, Inc. for passenger charter air transportation and related services for the Ole Miss Women's Basketball team for the 2021/2022 Women's basketball season. Services to be provided by Breeze Airways, Express Jet Airlines and Air Charter Express. The contract will begin on November 24, 2021 and end on February 24, 2022. The contract amount is \$422,500 billed in two installments. The contract will be funded with self-generated intercollegiate athletic revenues. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
10. **UM** – Approved the request to enter a contract with The CBORD Group, Inc. to continue offering service and support for the University's One Card system. The system is for faculty, staff, and students to purchase food, books, and complete other financial transactions both on and off campus in the city of Oxford, Mississippi. The term of this agreement begins October 21, 2021 and ends on October 20, 2026. The maximum amount of this contract will be \$1,190,000. The contract will be funded from General and Educational funds and self-generated funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
11. **UM** – Approved the request to enter a contract with World Fuel Services, Inc. for the purchase of aviation fuels at the University's fixed-based operation site at the University-Oxford Airport. This Agreement shall be for an initial term of five (5) years beginning on the Effective Date (the "Initial Term"). If at the end of the Initial Term, University has not purchased at least 1,020,000 gallons of combined aviation fuel from Seller, the Agreement will automatically renew for one or more subsequent annual terms until University has purchased at least the Required Minimum Gallons. If upon the expiration of the Initial Term or any annual renewal term, the University has purchased the Required Minimum Gallons, then this Agreement shall renew for subsequent annual periods upon written

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agreement of the parties at least ninety (90) days prior to the end of the Initial Term or the applicable Subsequent Term. The price per gallon for products sold will be based on market-based pricing and volume purchased. The funding source is merchandise for resale. 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 Volume Commitment Agreement with Asuragen, Inc. (Asuragen) for the purchase of kits to test for the BCR-ABL fusion gene (BCR-ABL). The BCR-ABL gene is found in most patients with chronic myelogenous leukemia and in some patients with acute lymphoblastic leukemia. The test kits allow UMMC’s molecular pathology laboratory to identify the presence of the BCR-ABL gene so that the appropriate leukemia type can be identified, monitor treatment and recurrence, and detect resistance to therapy. The Board also approved the request for the institution to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is three (3) years, from November 1, 2021, through October 31, 2024. The total estimated cost of the agreement over the three-year term is \$400,000. UMMC has included a fifteen percent (15%) annual increase beginning in year two (2) for potential price and volume increases. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
13. **UMMC** – Approved the request to enter a purchase agreement with Beckman Coulter, Inc. (Beckman Coulter) to purchase disposables required to perform a variety of tests on the Biomek i7 Automated Workstations, which automate the pipetting function required for testing COVID-19 samples allowing staff to move on to other parts of the testing process, thereby improving testing turnaround time and increasing overall testing capacity. The Board also approved the request for the institution to add or remove products covered by the Agreement without requiring prior submission for Board approval, so long as it does not increase the approved expenditure level. The term of this agreement is one (1) year, from November 1, 2021, through October 31, 2022. The total estimated cost for the one (1) year term is \$425,000. 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.
14. **UMMC** – Approved the request to enter a Neuromodulation Purchase Agreement with Boston Scientific Corporation (Boston Scientific) for the purchase of neuromodulation Verteflex Procedure (“VFX”) products. The neuromodulation products are used to treat patients with chronic low back pain that does not respond to more conservative treatment options and who either are not candidates for or opt out of a fusion surgery. The Board also approved the request for the institution 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 November 1, 2021, through October 31, 2024. The total cost of the Agreement over the three (3) year term \$600,000. UMMC has included a fifteen percent (15%) 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.

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15. **UMMC** – Approved the request to enter Amendment #2 to the Remote Care Management Services Agreement with Intel-GE Care Innovations, LLC (now Care Innovations, LLC) to extend the term of the agreement for one (1) additional year. The agreement provides remote patient monitoring (RPM) “kits” to be used by patients enrolled in the RPM program provided through UMMC’s Department of Telehealth. The RPM kit allows the care team at UMMC to interact with enrolled patients in their homes by using a primary electronic device with connectivity, and incorporating data with peripherals (blood glucose monitor, blood pressure machine, scale, etc.) that are either wired or wireless. The term of Amendment #2 is one (1) year, beginning November 1, 2021. The total term of the amended agreement is seven (7) years, from November 1, 2015, through October 31, 2022. There is no additional cost related to Amendment #2. The total cost of the agreement remains \$41,410,000. This 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.
16. **UMMC** – Approved the request to enter a Product Supply Agreement with DiaSorin, Inc. (DiaSorin) for the use of two (2) DiaSorin Liaison instruments, service of the instruments, and purchase of reagents and disposables used with the instruments. The instruments will allow UMMC to test for a variety of infectious diseases through serologic testing, microbial pathogen testing, and antigen testing. Currently, UMMC uses manual, labor-intensive techniques for these tests, as well as uses multiple instruments that are nearing end of life. The DiaSorin Liaison instruments will allow consolidation of testing into one (1) platform that utilizes modern technology. The Board also approved the request for the institution to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is five (5) years and five months (5), from November 1, 2021, through sixty (60) months after the equipment is installed and validated, which is expected to be on or about late March 2022 for an expected termination date of approximately March 31, 2027. The total estimated cost of the agreement over the five (5) year term is \$2,350,000. Beginning in year two (2), UMMC has included a fifteen percent (15%) increase for potential patient volume and price increases. DiaSorin may increase pricing once annually up to three percent (3%). 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.
17. **UMMC** – Approved the request to enter Amendment No. 28 to the License and Support Agreement with Epic Systems Corporation (Epic) to migrate the current InterSystems Caché licenses to InterSystems IRIS licenses. This will allow UMMC flexibility to change data center architecture whenever needed without having to buy new InterSystems licenses each time a change is made to the server platform. The term of Amendment No. 28 will begin upon execution and end coterminous with the current agreement term ending August 22, 2024. The estimated cost of Amendment No. 28 is \$175,000.00. 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. 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.

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18. **UMMC** – Approved the request to enter an agreement with Infoblox Inc. (Infoblox) for the purchase of software subscription, hardware, and maintenance that provides for dynamic name resolution services (DNS). DNS is a service that automatically and periodically updates internet protocol addresses, which is necessary to ensure that UMMC devices can connect to the network timely and securely. The license, maintenance, and hardware are being purchased through Infoblox’s authorized reseller MoreDirect, Inc. d/b/a Connection. The term of the agreement is five (5) years, from November 1, 2021, through October 31, 2026. The cost of the agreement over the five (5) year term is \$360,000.00. This cost includes prepayment of maintenance and support of \$356,780.53 and other potential fees such as travel. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to prepay the five (5) year license fee and maintenance fees. 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.
19. **UMMC** – Approved the request to escalate the FY 2021 operating budget for the School of Medicine to account for expenditures originally budgeted in the Hospital. The Hospital budget is decreased by the same amount.

Budget Revision by Major Object			
Category	Current Budget	Increase/(Decrease)	Revised Budget
Salaries	67,980,867	6,150,000	74,130,867
Wages	9,149,317	-	9,149,317
Fringe Benefits	17,764,190	(1,000,000)	16,764,190
Total Salaries, Wages, and Fringe Benefits	94,894,374	5,150,000	100,044,374
Travel and Subsistence	218,607	(100,000)	118,607
Contractual Services	6,024,119	-	6,024,119
Commodities	2,518,835	100,000	2,618,835
Capital Outlay			
Non-Equipment	2,259,995	-	2,259,995
Equipment	1,127,358	-	1,127,358
Total Capital Outlay	3,387,353	-	3,387,353
Subsidies, Loans and Grants	-	-	-
PSOA	57,684,967	-	57,684,967
Non-Mandatory Transfers			
Auxiliary Support	-	-	-
Building Projects	-	-	-
Other	-	-	-
Total Non-Mandatory Transfers	-	-	-
Increase in Fund Balance	-	-	-
Total Uses of Funding	164,728,255	5,150,000	169,878,255

20. **UMMC** – Approved the request to amend the Amended and Restated Ground Lease Agreement with The Meridian at Fondren, LLC (The Meridian) to remove certain minimum requirements for commercial space. The ground lease is for the development, construction, ownership, and management of a mixed-use facility on UMMC property including residential apartments, retail, and office space. The amendment does not change the term of the ground lease. This is a forty (40) year ground lease with the option of two (2) twenty (20) year renewal terms. The effective dates of the ground lease are June 1, 2013, through May 31, 2053. The total estimated revenue to be earned under the ground lease agreement remains approximately \$9,480,140. 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.



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21. **UMMC** – Approved the request to enter a Memorandum of Understanding (MOU) with MoreDirect, Inc. d/b/a Connection (Connection) for maintenance and support services to be provided by Cisco Systems, Inc. (Cisco). This will allow Cisco to provide maintenance and technical support on UMMC’s network infrastructure hardware and software. This network supports communications for UMMC users and datacenters. The term of the MOU is three (3) years, from November 1, 2021, through October 31, 2024. The Master Service Agreement was effective October 16, 2017 and continues through December 31, 2024. The total cost of the agreement is \$1,698,441.63. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to prepay for three (3) years of maintenance. This contract will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
22. **UMMC** – Approved the request to enter a Pricing Agreement with NuVasive Specialized Orthopedics, Inc. (NuVasive) for the purchase of the PRECICE® limb lengthening system used to treat pediatric patients with limb length discrepancy. The Board also approved the request for the institution to amend the Agreement to add or remove products covered by the Agreement without requiring prior submission for Board approval, so long as it does not increase the approved expenditure level. The term of the Agreement is five (5) years, from November 1, 2021, through October 31, 2026. The initial term of the Agreement is one (1) year, with four (4) additional one (1) year renewal terms for a total term of five (5) years. The total estimated cost of the Agreement over the (5) year term is \$1,850,000. Beginning in year two (2), UMMC has included a fifteen percent (15%) increase for potential patient volume and price increases. NuVasive may increase prices up to three percent (3%) per year. 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.
23. **UMMC** – Approved the request to enter a Master Services Agreement with Pathstone Partners, LLC (Pathstone) for consulting services related to the identification, development, and implementation of margin improvement initiatives to achieve a minimum of \$15,000,000 in financial savings. The term of the agreement is two (2) years and six (6) months, from November 1, 2021, through April 30, 2024. The total estimated cost of the agreement over the two (2) year, six (6) month term is \$2,950,000. The Benefit Target of savings is \$15,000,000, divided equally into two (2) phases. In each phase, UMMC will pay a base fee that constitutes eighteen percent (18%) of \$6,000,000. For Implemented Benefits above \$6,000,000, up to a maximum of an additional \$1,500,000, UMMC will pay a contingency fee of eighteen percent (18%). UMMC has also included a maximum of \$250,000 for potential travel and expenses during the term. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to prepay the base fee. 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.
24. **UMMC** – Approved the request to enter a new Purchase Agreement with QIAGEN LLC (QIAGEN) to purchase the Quantiferon-TB Gold Plus laboratory reagent and associated consumables. These reagents will be used on instruments provided by DiaSorin, Inc. (DiaSori). The Quantiferon reagent is used to test for latent tuberculosis and infections

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that are transmitted congenitally, sexually, or through intravenous drug use. The Board also approved the request for the institution to add or remove products covered by the agreement without requiring prior submission for Board approval, so long as it does not increase the approved expenditure level. The term of the agreement is five (5) years, from November 1, 2021, through October 31, 2026. The total estimated cost of the agreement over the five (5) year term is \$1,950,000. Beginning in year two (2), UMMC has included a fifteen percent (15%) increase for potential patient volume and price increases. QIAGEN may increase the price of the products by three percent (3%) each year. 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.

25. **UMMC** – Approved the request to enter a new Product Schedule with Roche Diagnostics Corporation (Roche) for the purchase of immunohistochemistry (IHC) reagents and ancillary products used in tissue staining, as well as service on four (4) UMMC-owned IHC instruments. The stains are used to stain tissue, allowing the pathologist to view tissue morphology (structure) or to look for the presence or prevalence of a particular type of cell. The Board also approved the request for the institution to add or remove products covered by the Product Schedule without requiring prior submission for Board approval, so long as it does not increase the approved expenditure level. The term of the agreement is two (2) years, from November 1, 2021, through October 31, 2023. The total estimated cost of the Agreement over the two (2) year term is \$2,925,000. UMMC has included a ten percent (10%) increase in year two (2) for potential patient volume and price increases. Roche may increase pricing once annually based on the Consumer Price Index for All Urban Consumers (CPI-U), or four percent (4%), whichever is less. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to prepay for instrument service on an annual basis and decontamination services on a quarterly basis. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
26. **UMMC** – Approved the request to enter an Integrated Service Management Agreement with Siemens Medical Solutions USA, Inc. (Siemens) to provide service and maintenance repair for UMMC-owned medical imaging equipment manufactured by General Electric (GE). This equipment includes: CT scanners, PET/CT, ultrasound machines, nuclear medicine gamma cameras, and X-ray equipment. The Board approved the request for the institution to amend the Agreement without seeking prior Board approval to add or remove equipment covered by the Agreement, as long as it does not increase the approved expenditure level. The Board also approved the request for the institution, as long as it does not increase the approved expenditure level, to amend the Agreement without seeking prior Board approval to update the pricing of the monthly service fees, as within sixty (60) days of the start date, Siemens will perform a reconciliation assessment of the condition of the equipment to be serviced. The term of the Agreement is five (5) years, from November 1, 2021, through October 31, 2026. The total estimated cost of the Agreement over the five (5) year term is \$2,275,000. The initial cost of service on the imaging equipment is \$2,124,573.54 to be paid in monthly installments. Within sixty (60) days of the start date of the agreement, Siemens will perform a reconciliation assessment of the condition of the

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equipment to be serviced, as the condition may have significantly changed from the time of initial proposal, which may impact the level of service required and pricing therefor. UMMC has included an additional ten percent (10%) beginning in year 1 to account for potential price increases due to equipment condition changes. UMMC has also included an additional five percent (5%) increase beginning in year 2 for potential price increases up to CPI, as well as an annual fifteen percent (15%) for variable fees for required service, repair, consumables and accessories not included in the service plan. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to prepay for service on a monthly basis. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

27. **UMMC** – Approved the request to enter a new Rental Agreement with Stryker Sales, LLC (Stryker) for the lease of endoscopic equipment used to perform minimally invasive procedures using small incisions throughout the body. The term of the agreement is three (3) years and seven days beginning November 1, 2021, through thirty-six months from the delivery of the equipment which is expected to be on or about November 8, 2021. The total cost of the agreement over the three (3) year and seven (7) day term is \$4,025,000. The flat monthly rate for lease and service of the equipment is \$108,372.28. UMMC also has included a three percent (3%) overage as contingency for lost equipment or other incidental expenses under the agreement. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

28. **USM** – Approved the request to escalate the following budgets.

- a. Campus Budget FY 2021 (Hattiesburg)

University of Southern Mississippi  
FY 2021 - Hattiesburg Budget by Major Object

Category	Current Budget	Escalation/ Revision	Revised Budget
Salaries, Wages, and Fringe Benefits	130,779,051	(10,495,485)	120,283,566
Travel and Subsistence	1,004,604	(910,667)	93,937
Contractual Services	40,126,610	905,800	41,032,410
Commodities	3,170,415	877,296	4,047,711
Capital Outlay - Non Equipment	122,887	(41,946)	80,941
Capital Outlay - Equipment	648,586	(397,833)	250,753
Mandatory Transfers	487,400	(220,000)	267,400
Non-Mandatory Transfers	2,637,273	10,913,314	13,550,587
	178,976,826	630,479	179,607,305

The University of Southern Mississippi is requesting an escalation of \$630,479 in the Hattiesburg Educational and General Fund budget for fiscal year 2021, increasing the total budget from \$178,976,826 to \$179,607,305. The increased expenses shown above were supported by increased revenues from Student Tuition and Fees. The budget request details are attached.

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**b. Campus Budget FY 2021 (Gulf Park)**

University of Southern Mississippi  
FY 2021 - Gulf Park Budget by Major Object

Category	Current Budget	Escalation/ Revision	Revised Budget
Salaries, Wages, and Fringe Benefits	16,426,140	(3,334,514)	13,091,626
Travel and Subsistence	128,797	(118,218)	10,579
Contractual Services	4,229,236	(521,849)	3,707,387
Commodities	563,889	18,033	581,922
Capital Outlay - Non Equipment	65,200	(4,016)	61,184
Capital Outlay - Equipment	25,842	66,888	92,730
Mandatory Transfers	-	-	-
Non-Mandatory Transfers	800,000	6,712,526	7,512,526
	22,239,104	2,818,850	25,057,954

The University of Southern Mississippi is requesting an escalation of \$2,818,850 in the Gulf Park Educational and General Fund budget for fiscal year 2021, increasing the total budget from \$22,239,104 to \$25,057,954. The increased expenses shown above were supported by increased revenues from Student Tuition and Fees. The budget request details are attached.

**c. Gulf Coast Research Lab Budget FY 2021**

University of Southern Mississippi  
FY 2021 - Gulf Coast Research Lab (GCRL) Budget by Major Object

Category	Current Budget	Escalation/ Revision	Revised Budget
Salaries, Wages, and Fringe Benefits	6,131,840	(594,754)	5,537,086
Travel and Subsistence	91,933	(58,467)	33,466
Contractual Services	2,372,103	(426,228)	1,945,875
Commodities	783,375	(201,714)	581,661
Capital Outlay - Non Equipment	10,000	(2,865)	7,135
Capital Outlay - Equipment	88,715	(65,130)	23,585
Mandatory Transfers	175,000	-	175,000
Non-Mandatory Transfers	-	1,694,641	1,694,641
	9,652,966	345,483	9,998,449

The University of Southern Mississippi is requesting an escalation of \$345,483 in the Gulf Coast Research Lab Educational and General Fund budget for fiscal year 2021, increasing the total budget from 9,652,966 to \$9,998,449. The increased expenses shown above were supported by increased revenues from Student Tuition and Fees and Other sources. The budget request details are attached.

29. **USM** – Approved the request to enter a contract with Technolutions, Inc. for a Student Recruitment and Customer Relationship Management (CRM) system called Slate. The five-year contract will provide USM with a means to continue to effectively manage its student recruitment process. The term of this contract will be five (5) years, from November 1, 2021, through June 30, 2026. All contracts are based on Technolutions's fiscal year, therefore year one is prorated to start November 1 instead of July 1. The total amount of the contract for the five (5) year period will be \$700,068.00. These costs consist of recurring annual costs for licensing, hosting, and support under two schedules, Undergraduate and Graduate. The licensing, hosting, and support fees will be paid annually on the anniversary date of the contract (July 1), as well as at the beginning of the contract. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to make multi-year prepayments at the beginning

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of each contract year. A breakdown of fees is included in the bound *October 21, 2021 Board Working File*. 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.

**REAL ESTATE**

30. **UM** – Approved the initiation of IHL 207-470, Oxford-University Stadium (Swayze Field) – ADA Ramp and the appointment of A2H, PLLC as the design professional. The project will provide an ADA compliant route from the designated ADA parking lot to the stadium. The proposed project budget is \$1 million. Funds are available from Internal R&R (\$1,000,000).
31. **UM** – Approved the initiation of IHL 207-472, Vaught-Hemingway Stadium West Side Additions & Renovations. The design professional will be determined through the Request for Qualifications method. The project will demolish a portion of the existing west side grandstand and press box structure to construct new spaces as site and budget permit. New programmatic needs include: Service Areas (Commissary, Loading Dock, Stadium Storage, and Kitchen), Premium Areas (Field Club/Seating, Ledge Seating, Loge Boxes, and Clubs/Suites of varying size), and Press Box for north/south functions. The proposed project budget is \$1.5 million. Funds are available from UM Athletics / OMAF Foundation (\$1,500,000).
32. **UM** – Approved the initiation of IHL 207-473, Ole Miss Softball Complex Renovation. The design professional will be determined through the Request for Qualifications method. The project will renovate the existing Ole Miss Softball Complex to address site issues and programmatic deficiencies. Site issues include limited parking, drainage problems, and ADA accessibility compliance. Programmatic needs include additional concessions, additional restrooms, and permanent Radio/TV Production/Broadcast support. The existing seating is also in need of cosmetic and structural upgrades. The proposed project budget is \$1.5 million. Funds are available from UM Athletics / OMAF Foundation (\$1,500,000).
33. **MSU** – Approved the exterior design for the proposed Alpha Chi Omega Sorority house on the MSU campus. A copy of the rendering is included in the bound *October 21, 2021 Board Working File*.

**LEGAL**

34. **UMMC** – Approved the request to amend its current agreement for legal services with the Whitfield Law Group, PLLC to increase the maximum amount payable from \$600,000 to \$800,000 because of increased use of the firm for employment law issues. All other terms of the 3-year agreement will remain the same. This request has been reviewed and approved by the Office of the Attorney General.

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**PERSONNEL REPORT**

35. **Employment**

**Alcorn State University**

- Joyce Buckner-Brown; *hired with Tenure*; Associate Provost for Undergraduate Education and Student Success, Department of Business Administration; salary \$135,000 per annum, pro rata; E&G Funds; 12-month contract; effective September 1, 2021
- Charles Richardson; *hired with Tenure*; Dean of the School of Business, Department of Business Administration; salary \$145,000 per annum, pro rata; E&G Funds; 12-month contract; effective August 15, 2021

36. **Change of Status**

**University of Southern Mississippi**

- Gordon Cannon; *from* Vice President for Research; salary \$253,000 per annum, pro rata; E&G Funds; 12-month contract; *to* Interim Provost and Senior Vice President for Academic Affairs; salary \$300,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2022
- Kelly Lucas; *from* Associate Vice President for Research, Coastal Operations; salary \$195,000 per annum, pro rata; E&G and Grant Funds; 12-month contract; *to* Interim Vice President for Research; salary \$220,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2022

37. **Sabbatical**

**University of Mississippi**

FROM: Robert Holt; Professor of Geology and Geological Engineering; *from* salary \$104,150 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$52,075 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020 and August 19, 2021 to December 31, 2021; professional development

*[Originally approved by IHL Board February 20, 2020; amended February 18, 2021]*

CORRECTED: Robert Holt; Professor of Geology and Geological Engineering; *from* salary \$104,150 per annum, pro rata; E&G Funds; 9-month contract; *to* salary \$52,075 for sabbatical period; E&G Funds; effective August 20, 2020 to December 31, 2020 and January 18, 2022 to May 7, 2022; professional development

**ADMINISTRATION/POLICY**

38. **MUW** – Approved the proposed amendments to the mission statement as follows:

Mississippi University for Women (~~MUW~~), ~~a public institution since 1884~~, provides high quality undergraduate and graduate education for women and men in a variety of liberal arts and professional programs; while maintaining its historic commitment to academic and leadership development for women. ~~MUW emphasizes a personalized learning environment in all of its educational programs, which are offered through the College of~~

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~~Arts, Sciences, and Education\*, College of Business and Professional Studies, and College of Nursing and Health Sciences. MUW delivers selected programs and courses through distance education formats to provide educational opportunities throughout Mississippi and the United States, while addressing the unique educational and public service needs of northeast Mississippi and adjoining counties in northwest Alabama. MUW supports research, scholarship, and creativity to enhance faculty development and student learning and to advance knowledge in the disciplines offered by the university. Emphasizing a personalized learning experience, the University engages in a variety of instructional methodologies to provide educational opportunities in a diverse and inclusive environment. The institution promotes research, scholarship, and creativity to enhance student development and achievement as a platform for lifelong education and growth.~~

**REGULAR AGENDAS**

**ACADEMIC AFFAIRS**

Presented by Trustee Steven Cunningham, Chair

On motion by Trustee Cunningham, seconded by Trustee Rader, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda. On motion by Trustee Cunningham, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #2. On motion by Trustee Cunningham, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve item #3 - #6.

1. **ASU** – Approved the Stage III Application- Qualify for Full Accreditation for the Doctor of Nursing Practice (DNP) program for Alcorn State University. A recommendation of approval of Stage III allows the school of nursing to qualify for full accreditation for the DNP program. Stage III in the process for establishing a new degree program option includes a site visit during the last semester of the first graduating class in conjunction with the national nursing accrediting body, submission of program outcomes to include degree completion rate, graduate employment information, and application for Stage III Qualify for Full Accreditation. The state survey team consisting of representatives from the Accreditation Review and Evaluation Committee of the Mississippi Council of Deans and Directors of Schools of Nursing (MCDDSN) and the IHL Director of Nursing Education conducted a virtual site visit on September 15-18, 2020, in conjunction with the Accreditation Commission for Education in Nursing (ACEN), to validate the application for full accreditation and all materials pertaining to the DNP program. ASU submitted the final report from ACEN granting Initial Accreditation, with the next evaluation visit in Fall 2025, a completed application for Stage III and supportive evidence to qualify the DNP program for full accreditation.
2. **SYSTEM** – Approved the request to add new institutes and centers as follows:
  - a. **DSU** – Delta Educational Opportunity Center (DEOC)  
Scope: Limited Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)

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- b. **JSU – Institute for Multimodal Transportation (IMTrans)**  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)
- c. **JSU – STEM STARS Institute**  
Scope: Extensive Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)
- d. **MSU – Center for Governmental and Community Development**  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)  
Location: Mississippi State University Extension Service, which is located within the Division of Agriculture, Forestry, and Veterinary Medicine
- e. **MSU - Child Development and Family Studies Center**  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching or Research)  
Unit Location: The School of Human Science
- f. **MSU – Congressional and Political Research Center**  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)  
Location: University Libraries
- g. **MSU – Early Childhood Institute**  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)  
Unit Location: The School of Human Science
- h. **MSU – Food and Agricultural Collaboratory for Transforming Food Supply (FACTS)**  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)  
Unit Location: Division of Agriculture, Forestry, and Veterinary Medicine
- i. **MSU – High Performance Computing Collaboratory (HPC<sup>2</sup>)**  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)  
Unit Location: Thad Cochran Research, Technology and Economic Development Park
- j. **MSU – MaxxSouth Digital Media Center**  
Scope: Limited Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)  
Unit Location: University Libraries
- k. **MSU – Southern Regional Aquaculture Center (SRAC)**  
Scope: Extensive Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)  
Unit Location: Delta Research and Extension Center, Stoneville, Mississippi
- l. **MSU – Veteran Business Outreach Center (VBOC)**  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)



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Unit Location: College of Business, McCool Hall

- m. **UM** – The Center for Insurance Transformation  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)  
Unit Location: School of Business Administration  
Effective date: August 2022
  - n. **UM** – The Center for Practical Ethics  
Scope: Limited Scope and Outreach  
Type: Type 1 (Academic, Teaching, or Research)  
Unit Location: To be determined  
Effective date: January 2022
  - o. **USM** – Center for Military Veterans, Service Members and Families  
Scope: Limited Scope and Outreach  
Type: Type 2 (Student, Faculty, or Community Service)
3. **SYSTEM** – Approved the proposed amendments to Board Policy 507 Accreditation for final reading, as follows:  
507 ACCREDITATION  
All institutions under the governance of the Board shall maintain regional accreditation with the Southern Association of College and Schools (SACS), Commission on Colleges. Institutions shall endeavor to acquire accreditation for all programs and units for which professional accreditation is available and shall comply with the procedures as set forth in 508 below.
4. **SYSTEM** – Approved the deletion of Board Policy 517 Educator Preparation Programs for final reading. The requested amendment to Board Policy 507 Accreditation ensures that Educator Preparation Providers shall acquire accreditation for their academic units. No other academic programs or disciplines are specifically referenced in Board Policy. This eliminates the need for a separate accreditation policy for education programs. The policy, as written, gives the Mississippi Department of Education the authority to approve the national accreditor for all IHL educator preparation programs. The Council for Higher Education Accreditation has approved more than one accreditor for educator preparation providers, and IHL educator preparation providers want to retain the authority to select the accreditor appropriate for their units.  
~~517 EDUCATOR PREPARATION PROGRAMS~~  
~~All educator preparation programs shall be appropriately accredited by the national accrediting body approved by the Mississippi Department of Education and meet all Mississippi Department of Education standards so program graduates may receive appropriate licensure from the Mississippi Department of Education.~~
5. **SYSTEM** – Approved the deletion of Board Policy 518 Quality Assurance Policy for Beginning Teachers for final reading. No other academic programs or disciplines are specifically referenced in Board Policy. The Mississippi Department of Education (MDE) program approval process by the Licensure Commission and the annual review of Educator Preparation Providers by MDE ensures candidates have the coursework, exams, and internships required.  
~~518 QUALITY ASSURANCE POLICY FOR BEGINNING TEACHERS~~  
~~Each institution will assure that its graduates:~~  
~~• Have completed an accredited educator preparation program, passed the entrance and exit examinations, and successfully completed a supervised student teaching experience in a K-12 setting;~~  
~~• Have sufficient subject matter knowledge in all areas included on their teaching certificate;~~

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- ~~• Can demonstrate success in bringing students from diverse cultural, ethnic, international, and socio-economic groups to high levels of learning;~~
- ~~• Are able to use telecommunication and information technologies as tools for learning; and~~
- ~~• Can maintain an environment conducive to learning.~~

~~Within the first two years after graduation, the university will provide additional training to any graduate who is teaching in field, endorsed at the appropriate grade level, and is judged by both the employing Mississippi school district and the university school district liaison to need such training to be more effective. This training will be provided at no cost to the teacher or to the school district and will employ an individualized plan with specified learning outcomes agreed upon between the school district and the university.~~

~~Before remediation is requested by the school district, there must be at least two formal assessments, documentation of professional development provided by the school, a copy of the professional improvement plan, and a written explanation of the principal's rationale for referring the teacher to the university.~~

~~This policy does not apply in situations where the teacher has been given an unreasonable number of assignments, an out of field assignment, an excessive number of students, or when other contextual arrangements exist which conflict with the idea of minimal and necessary support for beginning teachers.~~

6. **SYSTEM** – Approved the deletion of Board Policy 519 Quality Assurance Policy for Beginning Administrators for final reading. No other academic programs or disciplines are specifically referenced in Board Policy. The Mississippi Department of Education (MDE) program approval process by the Licensure Commission and the annual review of Educator Preparation Providers by MDE ensures candidates have the coursework, exams, and internships required.

~~519 — QUALITY ASSURANCE POLICY FOR BEGINNING ADMINISTRATORS~~

~~Each institution will assure that its graduates:~~

- ~~• have completed an accredited administrator preparation program, passed the entrance and exit examinations, and successfully completed a supervised student teaching experience in a K-12 setting;~~
- ~~• have sufficient subject leadership knowledge in all areas included on their administrator certificate;~~
- ~~• can demonstrate successful leadership in bringing students from diverse cultural, ethnic, international, and socio-economic groups to high levels of learning;~~
- ~~• are able to use telecommunication and information technologies as tools for learning; and~~
- ~~• can maintain an environment conducive to learning.~~

~~Within the first two years after graduation, the university will provide additional training to any graduate who is employed as a building principal/assistant principal and is judged by the employing Mississippi school district and the university school district liaison to need such training to be more effective. This training will be provided at no cost to the principal/assistant principal or to the school district and will employ an individualized plan with specified learning leadership outcomes agreed upon between the school district and the university.~~

~~Before remediation is requested by the school district, there must be at least two formal assessments, documentation of professional development provided by the school, a copy of the professional improvement plan, and a written explanation of the superintendent's rationale for referring the principal/assistant principal to the university.~~

~~This policy does not apply in situations where the principal/assistant principal has been given an unreasonable number of assignments or when other contextual arrangements exist which conflict with the idea of minimal and necessary support for beginning principal/assistant principals.~~

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**FINANCE AGENDA**

Presented by Trustee Tom Duff, Chair

Trustee Gee Ogletree recused himself from discussing or voting on items #1 - #5 on the Finance Agenda and was placed in the Zoom waiting room before there was any discussion or vote regarding the same. On motion by Trustee Duff, seconded by Trustee Cunningham, with Trustee Ogletree absent and not voting, all Trustees legally present and participating voted unanimously to approve items #1 - #5 as submitted on the Finance Agenda. Trustee Ogletree was readmitted to the meeting following the conclusion of the discussion and vote on items #1 - #5 on the Finance Agenda.

1. **MSU** – Approved the request to enter a contract with Charter Logistics Group, LLC for the purpose of air transportation services for the MSU Men’s Basketball team during the 2021-22 season. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to pay a deposit prior to the flights. Prepayment is very common and most often required in this industry. The term of the contract shall 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. The total for all charters will be \$375,725. The contract will be funded by Athletic Department self-generated funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
2. **MSU** – Approved the request to enter a contract with Charter Logistics Group, LLC for the purpose of air transportation services for the MSU Women’s Basketball team during the 2021-22 season. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to pay a deposit prior to the flights. Prepayment is very common and most often required in this industry. The term of the contract shall 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. The total for all charters will be \$266,200. The contract will be funded by Athletic Department self-generated funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.
3. **UMMC** – Approved the request to enter a Purchase Agreement with Medi-Physics, Inc., d/b/a GE Healthcare (GE) to purchase the DaTscan radiopharmaceutical for the evaluation of Parkinson’s disease in adult patients. The Board also approved the request for the institution to add or remove products under the agreement without seeking prior Board approval, as long as it does not increase the approved expenditure level. The term of the agreement is thirty-six (36) months, from November 1, 2021, through October 31, 2024. The total estimated cost of the Agreement over the thirty-six (36) month term is \$550,000. Beginning in year two (2), UMMC has included a five percent (5%) increase for potential price increases and a ten percent (10%) increase to allow for potential volume increases. Based upon the number of purchases in a calendar quarter, GE will apply a percentage discount off of the list price and refund the difference to UMMC as a rebate payment. This agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

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4. **UMMC** – Approved the request to enter a Master Agreement with Merge Healthcare Solutions Inc, an IBM Company (Merge) for the purchase of Merge Cardio Core Picture Archiving and Communications System (PACS). This agreement is for the software license, implementation, and software support and maintenance of the PACS system which is an electronic medical image management system used to store, maintain, and manage all cardiac images for interpretation and archiving. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request for the institution to prepay for seventy-five percent (75%) of the initial first year cost of the system. The term of the agreement is three (3) years, from November 1, 2021, to October 31, 2024. The total cost of the agreement is \$2,000,000.00. The first year cost of the agreement is \$1,449,354.16 with ongoing annual maintenance fees of \$359,227.29. UMMC has included an additional ten percent (10%) of the contract cost for variable fees such as additional travel and implementation overages. 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.
5. **USM** – Approved the request to amend and extend the existing contract with Aramark Educational Services, LLC, for the management of athletic concessions. The contract amendment adjusts the commission structure to reflect the beer and light wine sales and adjusts the commission on all other concession items to enable Aramark to make a capital investment in the existing infrastructure and equipment. The contract extension is for eight (8) years, beginning July 1, 2022, and ending June 30, 2030. The effective date of this amendment will be upon board approval, October 2021. This is a revenue producing contract to USM. It is estimated that the University will receive approximately \$1.9 million in revenue benefits over the term of the contract. The revenue over the life of the contract will be realized as follows: Projected Sales Commission Total - \$1,554,746 and Concessions Capital Investments - \$350,000. 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 Gee Ogletree, Chair

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

1. **DSU** – Settlement of IHL Self-Insured Workers' Compensation Claim No. 55-42278-1. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**
2. **UMMC** – Settlement of Tort Claim No.3453. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**

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**INFORMATION AGENDAS**

Presented by Commissioner Alfred Rankins, Jr.

**ACADEMIC AFFAIRS**

1. **JSU** – Intent to Offer Existing Degree Programs by Distance Learning
  - a. Master of Arts (MA) in Political Science  
Total credit hours: 36  
CIP Code, Sequence: 45.1001, 4061  
Cost to offer by distance learning: \$0  
Effective date: August 2022
  - b. Master of Public Accountancy (MPA) in Accounting  
Total credit hours: 30  
CIP Code, Sequence: 52.0301, 4029  
Cost to offer by distance learning: \$0  
Effective date: August 2022
2. **MSU** – Intent to Offer Certificate Programs
  - a. Program title: General Biology Certificate  
Responsible academic unit: Department of Biological Sciences, College of Arts and Sciences  
Level: Post-baccalaureate  
Type certificate: vocational, credit-bearing program  
Total credit hours: 18  
CIP code: 26.0101  
Effective date: January 2022
  - b. Program title: Gerontology Certificate  
Responsible academic unit: School of Human Sciences, College of Agriculture and Life Sciences  
Level: Post-baccalaureate  
Total credit hours: 12 (minimum)  
CIP code: 30.1101  
Effective date: January 2022
  - c. Program title: Precision Agriculture Certificate  
Responsible academic unit: Plant and Soil Sciences, Agricultural and Biological Engineering  
Level: Post-Baccalaureate and Post-Master's  
Type certificate: vocational, credit-bearing program  
Total credit hours: 16  
CIP code: 01.1101  
Effective date: January 2022
  - d. Program title: Trauma-Informed Child Advocacy Certificate  
Responsible academic unit: School of Human Sciences, College of Agriculture and Life Sciences  
Level: Post-baccalaureate  
Total credit hours: 12 (minimum)  
CIP code: 19.0708

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3. **SYSTEM** – The Board received the annual report on institutional accreditation. A table summarizing the system accreditation activity for the period beginning July 1, 2020 and ending June 30, 2021 is included in the bound *October 21, 2021 Board Working File*.

**FINANCE**

4. **SYSTEM** – In accordance with the JAKE AYERS, JR. ET.AL. and United States of America v RONNIE MUSGROVE, GOVERNOR, STATE OF MISSISSIPPI, ET.AL. Settlement (aka: *Ayers Settlement Agreement*), the Board, through its counsel, shall provide to lead counsel for the private plaintiffs and counsel for the United States an annual disclosure report reflecting specified line-item information. This document is due October 1 of each year and has been presented to the Court. The report is on file in the Board Office.
5. **UMMC** – The Mississippi Department of Information Technology Services (ITS), as contracting agent for UMMC, entered Amendment #3 to the Master Acute Client Agreement with Allscripts Healthcare, LLC (Allscripts) to assign the agreement to Strata Decision Technology, LLC, extend the term of the agreement for an additional two (2) years, adjust the annual fees, add a new section regarding the Mississippi Accountability and Transparency Act of 2008, and to update the notice provision section. This agreement provides licenses to the EPSi software used in creating UMMC's annual operating budget. The total term of the amended Master Acute Client Agreement is now ten (10) years, from July 1, 2013, through June 30, 2023. The cost of Amendment #3 is \$315,750. The total cost of the amended Master Acute Client Agreement is \$3,409,720.43.
6. **UMMC** – The Mississippi Department of Information Technology Services (ITS), as contracting agent for UMMC, entered Amendment #2 to the Lease Agreement with Toshiba America Business Solutions, Inc. (Toshiba). This Amendment #2 will extend the term of the current Lease Agreement for an additional five (5) years, update the total maximum cost under the agreement, and update the notice provision. The term of Amendment #2 is five (5) years, from August 10, 2021, to August 9, 2026. The total term of the amended Lease Agreement is ten (10) years, from August 10, 2016, to August 9, 2026. The cost of Amendment #2 is \$6,366,172.20. The total cost of the amended Lease Agreement is \$12,906,387.30.

**REAL ESTATE**

7. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the September 16, 2021 Board meeting in accordance with Board Policy 904 Board Approval. **(See Exhibit 1.)**

**LEGAL**

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

**ADMINISTRATION/POLICY**

9. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for review at the Board Office.

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- a. **JSU** – On September 3, 2021, Commissioner Alfred Rankins, Jr., approved the request to grant a thirty-foot-wide permanent utility easement and related right-of-way to Telepak Networks, Inc., d/b/a C-Spire to permit the installation of C-Spire Fiber System and related services lines and access pedestals or hand holes on the right-of-way and easement herein granted on property owned by JSU known as the Mississippi Veterans Memorial Stadium. The IHL Office of Real Estate and Facilities reviewed and recommends the request. The Office of the Attorney General has reviewed the easement and found the same to be compliant with applicable state law, Board Policy 707.01 Land, Property, and Service Contracts, and Policy 905 Real Estate Management subsection (a). A copy of the documents is on file in the IHL Board Office.
- b. **MSU** – On September 21, 2021, Commissioner Alfred Rankins, Jr., approved the Rent Agreement between Mississippi State University and R&R Rental Properties, LLC for storage space located at 400 Industrial Park Road, Section J, in Starkville to be used for Student Competition teams, Outreach coordinator and storage. The term of the Agreement is three years beginning November 1, 2021 at a cost of \$2,450 per month to be paid at the beginning of each month. The Office of the Attorney General has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts and 707.03 Approval of Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.
- c. **MSU** – On October 1, 2021, Commissioner Alfred Rankins, Jr., approved the Addendum #1 to the Lease Agreement between Mississippi State University and the State of Mississippi, Military Department for approximately 842 square feet of office space located in the MSU High Performance Computing Building for use by the Mississippi National Guard. This is a 12-month extension of an existing lease effective February 1, 2022 through January 31, 2023 at a cost of \$1 per year. The IHL Associate Commissioner for Legal Affairs has reviewed the agreement and found the same to be compliant with applicable state law. A copy of the documents is on file in the IHL Board Office.
- d. **MSU** – On October 1, 2021, Commissioner Alfred Rankins, Jr., granted retroactive approval of a Lease Amendment between the Mississippi Agriculture and Forestry Station (MAFES)/Mississippi State University and the U.S. Agricultural Research Services (ARS) and the U.S. Department of Agriculture (USDA). This is a renewal of an existing lease that expired on August 31, 2021, and retroactive approval to be effective September 1, 2021 through August 31, 2022. Annual renewal options through August 31, 2026, are included. The leased space is 4,776 square feet of greenhouse space at the Delta Branch Experiment Station in Washington County at a rate of \$1 per annum. The IHL Associate Commissioner for Legal Affairs has reviewed the lease terms and found the same to be compliant with applicable state law. A copy of the documents is on file in the IHL Board Office.
- e. **UM** – On October 1, 2021, Commissioner Alfred Rankins, Jr., approved the Easement between Beta Beta House Corporation of Beta Theta Pi Fraternity (Beta) and Mississippi Sigma Chi Association (Sigma Chi), which will allow Sigma Chi access to the property within the easement, which is located between an existing

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wooden fence and Sigma Chi's residential facility and includes the driveway access to Sigma Chi's residential facility. The primary lease for the property is between IHL/UM and Beta for a 50-year term with an option to renew for a 25-year term. The Commissioner also approved the request for the University Chancellor to execute the Prime Landlord's Consent on behalf of the IHL Board. The Office of the Attorney General has reviewed the Easement and found the same to be compliant with Board Policy 707.01 Land, Property. A copy of the document is on file in the IHL Board Office.

- f. **UMMC** – On October 1, 2021, Commissioner Alfred Rankins, Jr., approved the Medical Office Building Lease between the University of Mississippi Medical Center and Anderson Regional Medical Center to lease approximately 2,429 square feet of clinic space in Meridian, MS for use as a pediatric specialty clinic. The term of the lease is 2-years beginning November 5, 2021 through November 4, 2023. Base monthly rent for the first year is \$20.00 per square foot and will increase to \$20.84 per square foot for the second year, for a total cost of \$99,200.36 over the two-year term of the lease. Monthly rent payments are due in advance at the beginning of each month. The IHL Associate Commissioner for Legal Affairs has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts and 707.03 Approval of Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.
- g. **UMMC** – On October 1, 2021, Commissioner Alfred Rankins, Jr., approved the Lease between the University of Mississippi Medical Center and Hometown Diagnostics, LLC for 833 square feet of lab and office space in the incubator facility of UMMC's Translational Research Center. This is a revenue generating lease. The term of the lease is 12 months beginning November 1, 2021, and Hometown will pay a monthly rent in the amount of \$2,449.48. The IHL Associate Commissioner for Legal Affairs has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the documents is on file in the IHL Board Office.
- h. **UMMC** – On October 1, 2021, Commissioner Alfred Rankins, Jr., approved the Part-Time Space Occupancy Lease between the University of Mississippi Medical Center and North Mississippi Medical Center, Inc. (NMMC) for the sublease of approximately 944 square feet of clinic space in the Tupelo Pediatric Clinic in Tupelo, MS currently being leased by UMMC. The term of the agreement is one year effective November 1, 2021 through October 31, 2022. NMMC will utilize five exam rooms on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at a rental rate of \$88.08 per day, two days each month, generating an anticipated \$2,113.92 in revenue over the term of the agreement. The IHL Associate Commissioner for Legal Affairs has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the documents is on file in the IHL Board Office.
- i. **USM** – 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 September 10, 2021, Commissioner Alfred Rankins, Jr.



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approved the final revisions to the Stennis Center for Higher Learning Budget, Mississippi Polymer Institute Budget, and the Auxiliary Enterprises 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.

- j. **SYSTEM** – On October 1, 2021, Commissioner Alfred Rankins, Jr. reviewed and approved the Quarterly Employment Reports, FY21 Q4, which lists all hires and all separations for the period beginning April 1, 2021 and ending June 30, 2021. 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. A copy of this report will be maintained in the IHL Department of Finance and Administration.
- 10. **SYSTEM** – On August 19, 2021, the IHL Board granted all institutions through December 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 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 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 through December 31, 2021, for the health and well-being of students, employees, and guests on all IHL campuses and facilities. Previously, the Board approved this waiver for UMMC effective March 19, 2020. This waiver was expanded to all institutions on September 4, 2020 with an original expiration date of December 31, 2020. At the November 19, 2020 meeting, this waiver was extended through May 31, 2021. On May 31, 2021 the temporary waiver expired for all institutions. Board Policy 707 Contracts governs, among other things, the contracts and leases entered by the institutions. Specifically, it requires, in part, that any land acquisitions exceeding \$100,000, any leases in an amount greater than \$100,000, and all other land, personal property, and services contracts requiring an aggregate expenditure of more than \$250,000 require approval by the Board of Trustees. This policy also governs approvals required for prepayments and for some revenue contracts. Board Policy 905 Real Estate Management further governs, among other things, the purchase and sale of land and leases of property and requires a Phase I or more detailed Environmental Report. The Board also approved the request that authority be delegated to the Commissioner, through December 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. A summary of the items that have been submitted for reporting to the Board is as follows:
  - a. **USM** – To effectively provide for the safety and health of its student-athletes and employees in dealing with the COVID-19 pandemic, on July 31, 2020 USM entered a contract with Vivature, Inc. to facilitate the supply of COVID-19 testing

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equipment and associated testing kits to its Athletic Department. Student-athlete testing was required by the NCAA, and the University had to quickly establish a source of supply in a very short period of time. In an effort to expedite the process of obtaining the equipment and testing kits, USM sought the assistance of a supplier with whom it already had a relationship. The pricing agreement became effective upon signing and is for a one-year period with an option to renew for up to one additional one-year period. USM obtained a P-1 from the Mississippi Department of Finance and Administration to spend \$58,100 on the initial order, but as testing requirements increased, the total amount increased due to the inclusion of other sports programs. On August 19, 2020, a change order was issued to increase the number of testing kits which increased the overall cost to \$183,600, and on October 13 and 27, 2020, two additional orders were placed for \$266,500 each for more testing kits. On April 1, 2021 an order totaling \$900,000 was issued to meet the estimated testing needs of the spring and fall sports, bringing the total expenditures to approximately \$1,616,600. The purchases were funded by using CARES funds. The contract has been reviewed by USM's Office of General Counsel for compliance with applicable laws.

**HEALTH AFFAIRS  
COMMITTEE REPORT  
Wednesday, October 20, 2021**

The meeting was called to order by Chairman Alfred McNair at approximately 3:00 p.m. **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 an update on COVID-19 and discussed the monthly financial summary and goal dashboard. **No action was taken.**
2. Executive Session

On motion by Trustee Starr, with Trustees Cummings and Morgan absent and not voting, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Cunningham, seconded by Trustee Hubbard, with Trustees Cummings and Morgan absent and not voting, 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 following matters were discussed:**

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

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

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3. On motion by Trustee Starr, seconded by Trustee Cunningham, with Trustees Cummings and Martin absent and not voting, all Committee members legally present and participating voted unanimously to adjourn.

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

**ANNOUNCEMENTS**

- Commissioner Alfred Rankins noted the 2019-2020 Report Cards published by the Education Achievement Council. The report cards show the progress that has been made toward educational goals for each university and community college.
- President Starr announced the next Board meeting will be November 18, 2021 at the Board Office in Jackson, MS.
- President Starr invited the university presidents to report on current activities on their campuses.

**EXECUTIVE SESSION**

On motion by Trustee Cummings, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Cunningham, seconded by Trustee Hubbard, 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 Delta State University.

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

Discussion of a personnel matter at Alcorn State University.

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

On motion by Trustee Rader, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to approve the settlement of Workers' Compensation Claim No. 55-42278-1 styled as *Daniel Lyons vs. Delta State University, et. al.*, as recommended by counsel.

On motion by Trustee Cunningham, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3453, styled as *Drew Mayhugh and Calli Russel, parents of a minor child, JHM, vs. University of Mississippi Medical Center, et. al.*, as recommended by counsel.

The Board discussed a personnel matter at Alcorn State University. **No action was taken.**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
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**On motion by Trustee Luckey, seconded by Trustee McNair, with Trustee Martin absent and not voting, all Trustees legally present and participating voted unanimously to return to Open Session.**

**ADJOURNMENT**

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

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President, Board of Trustees of State Institutions of Higher Learning

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Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
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**EXHIBITS**

- Exhibit 1      Real Estate items that were approved by the IHL Board staff subsequent to the September 16, 2021 Board meeting.
- Exhibit 2      Report of the payment of legal fees to outside counsel.

# EXHIBIT 1

October 21, 2021

#

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

## **DELTA STATE UNIVERSITY**

### **1. DSU- GS 102-266 – HVAC IMPROVEMENTS (AQUATIC CENTER)**

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

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

Board staff approved Change Order #4 in the amount of \$3,432.00 and sixty-six (66) additional days to the contract of Upchurch Plumbing, Inc.

Approval Status & Date: APPROVED, September 22, 2021

Change Order Description: Change Order #4 includes the following items: installed four (4) isolated ground bars in 4-480/277 bolt panels; removed neutral wire from an equipment panel in the same room as the MDP; and sixty-six (66) days to the contract.

Change Order Justification: These changes are necessary due to latent job site conditions; and days for work as indicated herein.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$17,031.98.

Project Initiation Date: January 17, 2019

Design Professional: Engineering Resource Group

General Contractor: Upchurch Plumbing, Inc.

Total Project Budget: \$1,500,000.00

## **MISSISSIPPI STATE UNIVERSITY**

### **2. MSU- IHL 205-283 – ADDITION AND RENOVATION OF HUMPHREY COLISEUM PHASE ONE**

**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

# EXHIBIT 1

October 21, 2021

#

Estate and Facilities Committee on September 9, 2021 to change the scope of work and to construct the project in two phases.

Approval Status & Date: APPROVED, September 22, 2021

Project Initiation Date: June 16, 2018

Design Professional: Dale Partners Architects, P.A.

General Contractor: Brasfield & Gorrie, LLC (CMAR)

Total Project Budget: \$50,000,000.00

### 3. **MSU- IHL #205-297 – BUTLER HALL MECHANICAL, ADA IMPROVEMNTS AND EXTERIOR WINDOWS**

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

Board staff approved Change Order #3 in the credit amount of \$66,681.81 and zero (0) additional days to the contract of Brislin, Inc.

Approval Status & Date: APPROVED, October 12, 2021

Change Order Description: Change Order #3 includes the following items: remove and refeed the existing power receptacles; relocate the wire mold power receptacles; modify the existing wiring and circuits to pump VFDs & provided 208v/3ph power in lieu of 208v/1ph; credit for discrepancy in controls bids and controls allowance; added sensors to control HVAC units; and removed the bottom course of the concrete masonry unit at the window stools.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$523,298.313,468.11.

Project Initiation Date: December 5, 2019

Design Professional: Cooke Douglass Farr Lemons Architects & Engineers

General Contractor: Brislin, Inc.

Total Phased Budget: \$4,643,600.00

Total Project Budget: \$3,700,000.00

### 4. **MSU- IHL 205-309 – MSU ICE PLANT EXPANSION**

**Approval Request #1: (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on September 22, 2021 to increase the budget from \$6,500,000.00 to \$7,387,000.00, for an increase of \$887,000.00.

Approval Status & Date: APPROVED, September 22, 2021

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

Board staff approved the Award of Contract in the amount of \$6,570,000.00 to the apparent low bidder, Brislin, Inc.

Approval Status & Date: APPROVED, October 12, 2021

Project Initiation Date: August 20, 2009

Design Professional: Engineering resource Group, Inc.

General Contractor: TBD

Total Project Budget: \$7,387,000.00

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# EXHIBIT 1

October 21, 2021

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5. **MSU- IHL 413-144– SUSTAINABLE BIOPRODUCTS FACILITIES PH II (BUILDING 4/GENERAL WORKS)**

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

Board staff approved the Award of Contract in the amount of \$2,159,000.00 to the apparent low bidder, Construction Services, Inc.

Approval Status & Date: APPROVED, July 16, 2021

Project Initiation Date: June 18, 2020

Design Professional: Pryor Morrow Architects, Engineers, Interior Design

General Contractor: Construction Services, Inc.

Phased Project Budget: \$3,700,000.00

Total Project Budget: \$5,000,000.00

## UNIVERSITY OF MISSISSIPPI

6. **UM- IHL #207-457 – TRACK AND FIELD LOCKER ROOMS – PKG J ELECTRICAL**

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

Board staff approved Change Order #1 in the amount of \$3,468.11 and zero (0) additional days to the contract of Advanced Electric.

Approval Status & Date: APPROVED, September 24, 2021

Change Order Description: Change Order #1 includes the following items: provided a new fire alarm panel in the new building in lieu of tying into the existing panel in the adjacent building; additional exploration of an existing electrical duct bank.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$3,468.11.

Project Initiation Date: February 21, 2019

Design Professional: Weir Boerner Allin Architecture

General Contractor: Advanced Electric

Total Phased Budget: \$415,718.22

Total Project Budget: \$3,700,000.00

7. **UM- IHL #207-461 – STOCKARD HALL – AC VAV BOXES REPLACEMENT & CONTROLS UPGRADE**

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

Board staff approved Change Order #2 in the amount of \$0.00 and thirty-nine (39) additional days to the contract of Tri-Star Companies, Inc.

Approval Status & Date: APPROVED, October 11, 2021

Change Order Description: Change Order #2 includes the following items: additional contract days were added due to material delays.

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



# EXHIBIT 1

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Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$33,653.40.

Project Initiation Date: February 20, 2020

Design Professional: Corbett Legge & Associates, PLLC

General Contractor: Tri-Star Companies, Inc.

Total Project Budget: \$1,200,000.00

## UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

### 8. UMMC- IHL #209-561– CAMPUS HVAC UPGRADES FY18

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

Board staff approved Change Order #2 in the amount of \$81,384.10 and three hundred eighty-one (381) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, September 14, 2021

Change Order Description: Change Order #2 includes the following items: replaced a panel in the acute wing; changed out three (3) variable airflow valves; and three hundred eighty-one (381) 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: Two (2) change orders for a total amount of \$193,706.10.

Project Initiation Date: October 19, 2017

Design Professional: Engineering Resource Group

General Contractor: Fountain Construction Co., Inc.

Total Project Budget: \$7,800,000.00

### 9. UMMC- IHL 409-002 – BOILER REPLACEMENT

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 October 2, 2021 to initiate this project and approval of the design professional.

Approval Status & Date: APPROVED, October 2, 2021

Project Initiation Date: October 2, 2021

Design Professional: Dean & Dean Architects, P.A.

General Contractor: TBD

Total Project Budget: \$3,557,376.00

## UNIVERSITY OF SOUTHERN MISSISSIPPI

### 10. USM- GS 208-341 – HARDY STREET CROSSWALK AND MEDIAN IMPROVEMENTS

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

# EXHIBIT 1

October 21, 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 September 9, 2021 to initiate this project and approval of the design professional.

Approval Status & Date: APPROVED, September 9, 2021

Project Initiation Date: September 9, 2021

Design Professional: Neel-Schaffer

General Contractor: N/A

Total Project Budget: \$1,007,017.60

# EXHIBIT 2

October 21, 2021

## 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 9/1/21) from the funds of Alcorn State University. (This statement, in the amount of \$2,250.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 2,250.00**

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 8/16/21, 9/28/21 and 9/28/21) from the funds of Mississippi State University. (These statements, in the amounts of \$1,612.50, \$412.50 and \$2,543.75, respectively, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 4,568.75**

Payment of legal fees for professional services rendered by Ware|Immigration (statement dated 9/1/21) from the funds of Mississippi State University. (This statement, in the amount of \$2,500.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 2,500.00**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 8/27/21, 8/31/21 and 9/14/21) from the funds of the University of Mississippi. (These statements, in the amounts of \$7,651.48, \$914.50 and \$295.00, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 8,860.98**

Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 9/7/21) from the funds of the University of Mississippi. (This statement, in the amount of \$990.89, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 990.89**

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 5/1/21 and 8/1/21) from the funds of the University of Mississippi. (These statements, in the amounts of \$4,500.00 and \$33.77, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 4,533.77**

# EXHIBIT 2

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Payment of legal fees for professional services rendered by Baker, Donelson, Bearman, Caldwell & Berkowitz, PC (statement dated 9/7/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$4,472.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 4,472.00**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 8/23/21, 8/23/21, 9/10/21 and 9/10/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$7,858.25, \$1,297.60, \$147.50 and \$796.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 10,099.85**

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statements dated 7/31/21, 9/10/21 and 9/14/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$18,014.70, \$1,703.98 and \$11,076.80, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 30,795.48**

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 8/25/21 and 8/25/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$82.50 and \$957.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,039.50**

Payment of legal fees for professional services rendered by Hagwood & Tipton, P.C. (statements dated 9/8/21, 9/8/21 and 9/8/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$148.50, \$2,263.24 and \$264.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 2,675.74**

Payment of legal fees for professional services rendered by Page, Kruger & Holland (statement dated 9/3/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$841.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 841.50**

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Payment of legal fees for professional services rendered by Steen, Dalehite & Pace (statements dated 7/27/21, 8/16/21 and 9/15/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$22,701.07, \$19,483.50 and \$5,478.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 47,662.57**

Payment of legal fees for professional services rendered by Taylor, Wellons, Politz, Duhe, APLC (statements dated 8/19/21, 8/19/21, 8/19/21, 8/19/21, 8/19/21, 8/19/21 and 8/19/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$162.00, \$230.10, \$726.00, \$81.00, \$2,584.70, \$1,249.50 and \$339.90, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 5,373.20**

Payment of legal fees for professional services rendered by Watkins & Eager, PLLC (statements dated 9/16/21, 9/16/21 and 9/16/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,029.50, \$984.00, \$164.60, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 3,178.10**

Payment of legal fees for professional services rendered by the Whitfield Law Group (statements dated 8/6/21, 9/13/21, 9/23/21, 9/23/21 and 9/23/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,645.10, \$1,958.70, \$6,562.40, \$3,082.70 and \$7,226.10, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 20,475.00**

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 9/13/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$1,287.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 1,287.00**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 9/9/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$6,310.20, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 6,310.20**

# EXHIBIT 2

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Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 8/1/21, 8/1/21, 8/1/21, 8/1/21, 8/1/21, 8/1/21, 9/1/21, 9/1/21, 9/1/21, 9/1/21, 9/1/21, 9/1/21 and 9/1/21) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$27.00, \$50.73, \$50.73, \$47.83, \$71.39, \$47.07, \$50.63, \$26.94, \$26.94, \$50.63, \$70.32, \$2,250.00 and \$2,250.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 5,020.21**

Payment of legal fees for professional services rendered by Wise Carter (statement dated 9/15/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$273.51, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 273.51**

## **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 8/31/21, 9/16/21, 9/16/21 and 9/16/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Live Attenuated Catfish Vaccine and Method of Making” - \$710.50; “Elusieve Processing CIP Application” - \$1,245.50; “Live Attenuated Catfish Vaccine” - \$1,179.00; and “Live Attenuated Edwardsiella ictaluri Vaccine and Method of Using Same” - \$161.50, respectively.)

**TOTAL DUE.....\$ 3,296.50**

Payment of legal fees for professional services rendered by Conley Rose (statements dated 6/15/21, 6/15/21, 6/15/21, 9/8/21 and 9/8/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Plug & Play Mount” - \$2,618.66; “Wire Tie Downs” - \$2,618.66; “Spool Enclosure” - \$2,963.66; “Lookahead-Aware Active Noise Cancellation True Wireless Stereo Earbuds” - \$1,150.00; and “Face Mask Testing” - \$2,421.14, respectively.)

**TOTAL DUE.....\$ 11,772.12**

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 9/15/21, 9/15/21 and 9/15/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity Against Fungal Species” - \$2,019.00; “Vaccine Composition Comprising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” - \$385.00; and International Application No. PCT/US21/32963 - \$355.00)

**TOTAL DUE.....\$ 2,759.00**

# EXHIBIT 2

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Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 8/24/21, 8/24/21, 8/26/21, 9/22/21 and 9/29/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Unsymmetric CCC-HNC Pincer Metal Complexes and Methods of Use Thereof” - \$96.00; “Synthesis of Optically Active Indoline Derivatives via Ruthenium (II)-Catalyzed Enantioselective C-H Functionalization” - \$76.00; “Symmetrical CCC-NHC Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - \$192.00; “Symmetrical CCC-NHC Pincer Metal Complexes and Symmetrical Bimetallic Complexes” - \$76.00; and “Coal Char-Production Properties” - \$9,241.50, respectively.)

**TOTAL DUE.....\$ 9,681.50**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 7/22/21, 8/19/21, 8/19/21, 8/19/21, 8/19/21, 8/19/21, 8/19/21, 8/19/21, 8/19/21, 8/19/21 and 9/22/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$2,000.19, \$312.00, \$497.50, \$50.00, \$225.00, \$472.50, \$208.00, \$8,127.50, \$2,691.50 \$3,832.34 and \$520.00, respectively, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 18,936.53**

Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 8/20/21 and 8/20/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$3,709.46 and \$420.00, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 4,129.46**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 8/27/21) from the funds of the University of Southern Mississippi. (This statement represents services and expenses in connection with the following patent: “Self-Repairing Oxetane-Substituted Chitosan Polyurethane Networks” - \$1,277.50).

**TOTAL DUE.....\$ 1,277.50**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
October 25, 2021**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a special called meeting held via teleconference at the Board Office in Jackson, Mississippi at 1:00 p.m. on October 25, 2021, and pursuant to notice in writing, to each and every member of said Board. The following members participated via phone: Dr. Ormella Cummings, Dr. Steven Cunningham, Mr. Tom Duff, Ms. Teresa Hubbard, Ms. Jeanne Carter Luckey, Mr. Bruce Martin, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, Mr. Gregg Rader, and Dr. J. Walt Starr. The meeting was called to order by Dr. Walt Starr, President.

**In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this teleconference meeting were recorded by name in a rollcall. The meeting was held to discuss issues related to President Joseph R. Biden, Jr.'s Executive Order on mandating the coronavirus vaccines.**

For reasons including the success of COVID-19 prevention methods at the Institutions Higher Learning in the State of Mississippi, the IHL Board of Trustees on August 27, 2021 and September 17, 2021 provided direction to the Mississippi universities that encouraged vaccination but prohibited a requirement of vaccination except for institutional clinical settings (the "Prior Board Direction"). Since the August action by the Board, President Joseph R. Biden, Jr. issued Executive Order 14042 on September 9, 2021 ("President Joseph R. Biden, Jr.'s Executive Order 14042") imposing federal COVID-19 vaccine mandates for federal contractors anticipating later guidance would clarify the Order. The IHL Board does not support the federally imposed COVID-19 mandate, has been and is supportive of medical and religious exemptions to the mandate and chose to wait for further and more definitive federal clarification before considering revisions to the Prior Board Direction. Following the September action of the Board the Safe Federal Workforce Task Force on September 24, 2021, issued written guidance "COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors" (the "Guidance") providing definitions, explanations, and answers to frequently asked questions. The Board is required to act quickly based upon the new information provided it, since the vaccination schedule imposed by President Joseph R. Biden, Jr.'s Executive Order 14042 would require a patient to receive the first Moderna vaccine by October 27<sup>th</sup>, the first Pfizer vaccine by November 3<sup>rd</sup>, the second required Moderna or Pfizer vaccine on November 24<sup>th</sup>, and the Johnson and Johnson vaccine by November 24<sup>th</sup> - the day before Thanksgiving.

Based upon the new information in and the federal requirements imposed by President Joseph R. Biden, Jr.'s Executive Order 14042 and the Guidance, Trustee Gee Ogletree made the following motion regarding the Prior Board Direction.

The Board finds:

1. Since the Prior Board Direction, Guidance has been issued resulting in IHL reviewing and revising the Prior Board Direction in order to comply with federally-imposed COVID-19 vaccine mandates required by President Joseph R. Biden, Jr.'s Executive Order 14042.
2. All institutions governed by IHL are or during the effective time of President Joseph R. Biden, Jr.'s Executive Order 14042 are likely to be recipients of Federal Government



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Contracts or contract-like instruments (“Federal Contracts”) so as to be a prime contractor or subcontractor to the federal government (“Covered Contractor”).

3. At the present time, IHL institutions have approximately 120 Federal Contracts having at least a present combined value of \$271 million dollars.
4. All institutions governed by IHL having Federal Contracts have a number of employees working on or in connection with Federal Contracts as described in President Joseph R. Biden, Jr.’s Executive Order 14042 and defined in the Guidance.
5. Under the Guidance, the Biden vaccine mandate applies to all full-time or part-time employees working on or “in connection with” a covered contract or at a “covered contractor workplace”. An employee works “in connection with” a covered contract even if the employee’s work is not called for under the contract, as long as the work is “necessary to the performance of the contract.” The Guidance explains that employees working in support functions for the federal contracts, including, but not limited to, areas such as human resources, billing, and legal review, meet the “in connection with” standard.
6. Under the Guidance, a “covered contractor workplace” is any location controlled by the contractor where even one contractor employee working on or in connection with a covered contract is likely to be present during the contract period of performance. Indoor and outdoor work locations are included in a covered contractor workplace.
7. Under the Guidance, where the covered contractor employee works on only one floor of the contractor’s building, or in one building on the contractor’s campus that has multiple buildings, all employees working at that building or campus are covered by the federally imposed COVID-19 vaccine mandate unless the university/contractor can affirmatively determine that the covered contractor employee will not come into contact with or have an interaction with non-covered employees during the period of the covered Federal Contract, even in common areas of the campus, including, but not limited to, stairwells, elevators, parking garages and dining areas.
8. Because of the risk to an institution of making an erroneous determination of separateness of Covered Employees and non-covered employees, the risk of inconsistent determination and application by the institutions, and the administrative burden to the institutions to begin again the process of determination of separateness as Federal Contracts are expanded or new Federal Contracts are granted, the Prior Board Direction is revised as follows:
  - a. The Prior Board Direction remains in effect as related to a condition of student enrollment and university employment for those employees who are not Covered Employees and who do not go onto the university campus or onto any other university-controlled property subject to the Order and the Guidance as the same may be amended, modified, or clarified (“an Exempt Remote Workplace”).
  - b. All university employees except those working exclusively from an Exempt Remote Workplace who are not working on or in connection with a Covered Contract shall comply with federally-imposed vaccine mandates under President Joseph R. Biden, Jr.’s Executive Order 14042 and the Guidance as the same may be amended, modified or clarified, with each university to provide accommodation to such employees as provided by law, including but not limited to medical and religious exemptions.

**MINUTES OF THE BOARD OF TRUSTEES OF  
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- c. Should the federally-imposed subject COVID-19 vaccine mandate under President Joseph R. Biden, Jr.'s Executive Order 14042 be stayed, delayed or revoked, this Direction shall be stayed or revoked accordingly.

Trustee Hal Parker seconded the motion regarding the Prior Board Direction as stated by Trustee Ogletree and shown above.

Pursuant to Board Policy 301.0510 Meeting Rules of Order section C. Quorums, Agenda, Rulings of the Presiding Officer, and Delay, subsection 4. Delay Board Consideration, Trustee Hubbard requested to delay consideration of the motion regarding the Prior Board Direction as stated by Trustee Ogletree and shown above.

A motion was made by Trustee McNair and seconded by Trustee Ogletree to proceed with considering the motion regarding the Prior Board Direction as stated by Trustee Ogletree and shown above. The motion to proceed passed on a 7 to 5 vote. Trustees voting for the motion to proceed were Dr. Steven Cunningham, Mr. Tom Duff, Mr. Bruce Martin, Dr. Alfred E. McNair, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. Walt Starr. Trustees voting against the motion to proceed were Dr. Ormella Cummings, Ms. Teresa Hubbard, Ms. Jeanne Luckey, Mr. Chip Morgan, and Mr. Gregg Rader.

The vote on the motion regarding the Prior Board Direction as written above passed on a 9 to 3 vote. Trustees voting for the motion regarding the Prior Board Direction were Dr. Ormella Cummings, Dr. Steven Cunningham, Mr. Tom Duff, Mr. Bruce Martin, Dr. Alfred E. McNair, Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, and Dr. Walt Starr. Trustees voting against the motion regarding the Prior Board Direction were Ms. Teresa Hubbard, Ms. Jeanne Luckey, and Mr. Gregg Rader.

**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee McNair, seconded by Trustee Rader, all Trustees legally present and participating voted unanimously to adjourn the meeting.

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President, Board of Trustees of State Institutions of Higher Learning

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Commissioner, Board of Trustees of State Institutions of Higher Learning

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING  
CONSENT AGENDA  
ACADEMIC AFFAIRS  
NOVEMBER 18, 2021**

**1. DSU – APPROVAL OF MODIFICATIONS TO EXISTING ACADEMIC PROGRAMS**

**DELETION**

Program Title: **Master of Education (MEd) in Special Education**

CIP Code, Sequence: 13.1001, 4007

Total credit hours: 30-33

Effective date: January 2022

Rationale: Though there remains a teacher shortage in this area, the pathways for meeting the special education requirements have changed and will continue to change, in effect reducing the demand for the MEd in Special Education. With the reinstatement of the endorsement and minor in special education for undergraduate students along with the ability to add a SPED license to an existing teaching license through the Praxis II examination, there is not a demand for a separate Master's degree in Special Education. Upon the final recommendations for alternate route programming from the Mississippi Department of Education, the unit will begin implementing a Special Education track for those seeking an initial teaching license in SPED through DSU's Master of Arts in Teaching program.

**2. SYSTEM – APPROVAL OF DEGREES TO BE CONFERRED IN NOVEMBER AND DECEMBER 2021**

Board Policy 510: Awarding of Degrees states that “Degrees granted by institutions under the governance of the Board are awarded by and with the consent of the Board and are countersigned by the President of the Board. Recommendations for the awarding of degrees to students by the various institutions must be made no later than the Board meeting prior to the commencement at which such awards will be made.”

In accordance with Board policy, the institutions below requests permission to award degrees at the following levels in November and December 2021 provided each candidate has met all requirements for the degree.

Institution		Degree to be Conferred	Number	Subtotal	Total	
<b>Alcorn State University</b>						
	<b><i>Undergraduate</i></b>			198		
		Bachelor of Science	140			
		Bachelor of Arts	42			
		Bachelor of Music	4			
		Bachelor of Social Work	12			
	<b><i>Graduate</i></b>			75		
		Master of Arts in Teaching	8			
		Master of Business Administration	3			
		Master of Liberal Arts	1			

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Institution		Degree to be Conferred	Number	Subtotal	Total	
		Master of Science in Agriculture	8			
		Master of Science in Applied Science and Technology	8			
		Master of Science in Biology	16			
		Master of Science in Biotechnology	4			
		Master of Science in Computer and Information Science	3			
		Master of Science in Secondary Education	16			
		Master of Science in Workforce Education Leadership	9			
		<b>Total Undergraduate Degrees</b>		<b>198</b>		
		<b>Total Graduate Degrees</b>		<b>75</b>		
		<b>Total Degrees</b>			<b>273</b>	
<b>Delta State University</b>						
		<b>College of Arts and Sciences</b>		53		
		Bachelor of Arts	8			
		Bachelor of Fine Arts	8			
		Bachelor of Music	1			
		Bachelor of Music Education	2			
		Bachelor of Science	18			
		Bachelor of Science in Education	3			
		Bachelor of Science in Social Justice & Criminology	2			
		Bachelor of Science in Interdisciplinary Studies	3			
		Bachelor of University Studies	8			
		<b>College of Business and Aviation</b>		35		
		Bachelor of Business Administration	23			
		Bachelor of Commercial Aviation	12			
		<b>College of Education and Human Sciences</b>		68		
		Bachelor of Arts	11			
		Bachelor of Science	27			
		Bachelor of Science in Education	30			
		<b>School of Nursing</b>		34		
		Bachelor of Science in Nursing	34			
		<b>School of Graduate Studies</b>		151		
		Master of Applied Science	3			
		Master of Arts in Liberal Studies	3			
		Master of Arts in Teaching	9			
		Master of Business Administration	46			
		Master of Commercial Aviation	13			
		Master of Education	35			
		Master of Professional Accountancy	1			
		Master of Science in Sport and Human Performance	10			

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Institution		Degree to be Conferred	Number	Subtotal	Total	
		Educational Specialist	19			
		Doctor of Education	3			
		Doctor of Nursing Practice	6			
		<b>Total Undergraduate Degrees</b>		<b>190</b>		
		<b>Total Graduate Degrees</b>		<b>151</b>		
		<b>Total Degrees</b>			<b>341</b>	
<b>Jackson State University</b>						
		<b>Undergraduate</b>		434		
		Bachelor of Arts	12			
		Bachelor of Business Administration	47			
		Bachelor of Music	2			
		Bachelor of Music Education	9			
		Bachelor of Science	297			
		Bachelor of Science Education	25			
		Bachelor of Social Work	42			
		<b>Graduate</b>		148		
		Master of Arts	7			
		Master of Arts in Teaching	9			
		Master of Business Administration	10			
		Master of Music Education	1			
		Master of Professional Accountancy	3			
		Master of Public Health	14			
		Master of Public Policy and Administration	8			
		Master of Science	33			
		Master of Science in Education	14			
		Master of Social Work	4			
		Specialist in Education	19			
		Doctor of Education	3			
		Doctor of Philosophy	22			
		Doctor of Public Health	1			
		<b>Total Undergraduate Degrees</b>		<b>434</b>		
		<b>Total Graduate Degrees</b>		<b>148</b>		
		<b>Total Degrees</b>			<b>582</b>	
<b>Mississippi State University</b>						
		<b>College of Agriculture and Life Sciences</b>		153		
		Bachelor of Science	105			

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Institution		Degree to be Conferred	Number	Subtotal	Total	
		Bachelor of Landscape Architecture	1			
		Master of Science	27			
		Doctor of Philosophy	10			
		<b>College of Architecture, Art, and Design</b>		14		
		Bachelor of Fine Arts	10			
		Bachelor of Science	4			
		<b>College of Arts and Sciences</b>		382		
		Bachelor of Arts	113			
		Bachelor of Science	204			
		Bachelor of Applied Technology	2			
		Bachelor of Social Work	12			
		Master of Arts	7			
		Master of Science	29			
		Master of Public Policy and Administration	8			
		Doctor of Philosophy	7			
		<b>College of Business</b>		227		
		Bachelor of Business Administration	181			
		Master of Business Administration	46			
		<b>College of Education</b>		298		
		Bachelor of Music Education	6			
		Bachelor of Science	176			
		Master of Arts in Teaching	2			
		Master of Music Education	2			
		Master of Arts in Teaching Secondary	35			
		Master of Arts in Teaching Special	39			
		Master of Science	39			
		Education Specialist	12			
		Doctor of Philosophy	7			
		<b>College of Engineering</b>		316		
		Bachelor of Science	227			
		Master of Science	73			
		Master of Engineering	3			
		Doctor of Philosophy	13			

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Institution	Degree to be Conferred	Number	Subtotal	Total	
	<b>College of Forest Resources</b>		31		
	Bachelor of Science	27			
	Master of Science	4			
	<b>School of Accountancy</b>		35		
	Bachelor of Accountancy	29			
	Master of Professional Accountancy	4			
	Master of Taxation	2			
	<b>College of Veterinary Medicine</b>		1		
	Master of Science	1			
	<b>Academic Affairs</b>		27		
	Bachelor of University Studies – C2C	13			
	Bachelor of Applied Science	14			
	<b>Total Undergraduate Degrees</b>		1161		
	<b>Total Graduate Degrees</b>		313		
	<b>Total Degrees</b>			1474	
<b>Mississippi University for Women</b>					
	<b>Undergraduate</b>		149		
	Bachelor of Applied Science	18			
	Bachelor of Art	4			
	Bachelor of Business Administration	27			
	Bachelor of Fine Art	1			
	Bachelor of Music	3			
	Bachelor of Professional Studies	8			
	Bachelor of Science	77			
	Bachelor of Science in Nursing	10			
	Bachelor of University Studies	1			
	<b>Graduate</b>		12		
	Master of Art	1			
	Master of Art in Teaching	1			
	Master of Business Administration	3			
	Master of Education	1			
	Master of Fine Art	3			
	Master of Public Health	2			

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Institution		Degree to be Conferred	Number	Subtotal	Total	
		Doctor of Nursing Practice	1			
		<b>Total Undergraduate Degrees</b>		<b>149</b>		
		<b>Total Graduate Degrees</b>		<b>12</b>		
		<b>Total Degrees</b>			<b>161</b>	
<b>Mississippi Valley State University</b>						
		<b>Undergraduate</b>		<b>87</b>		
		Bachelor of Arts	17			
		Bachelor of Science	57			
		Bachelor of Secondary Education	3			
		Bachelor of Social Work	10			
		<b>Graduate</b>		<b>22</b>		
		Master of Art	5			
		Master of Business Administration	14			
		Master of Science	3			
		<b>Total Undergraduate Degrees</b>		<b>87</b>		
		<b>Total Graduate Degrees</b>		<b>22</b>		
		<b>Total Degrees</b>			<b>109</b>	
<b>University of Mississippi</b>						
		<b>College of Liberal Arts</b>		<b>141</b>		
		Bachelor of Arts	122			
		Bachelor of Fine Arts	6			
		Bachelor of Music	1			
		Bachelor of Science	12			
		<b>School of Engineering</b>		<b>20</b>		
		Bachelor of Engineering	3			
		Bachelor of Science in Civil Engineering	1			
		Bachelor of Science in Computer Engineering	1			
		Bachelor of Science in Computer Science	6			
		Bachelor of Science in Electrical Engineering	2			
		Bachelor of Science in Geological Engineering	2			
		Bachelor of Science in Geology	1			
		Bachelor of Science in Mechanical Engineering	4			



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Institution	Degree to be Conferred	Number	Subtotal	Total	
	<b><i>School of Business</i></b>		107		
	Bachelor of Business Administration	107			
	<b><i>School of Accountancy</i></b>		31		
	Bachelor of Accountancy	31			
	<b><i>School of Applied Sciences</i></b>		79		
	Bachelor of Arts in Sport and Recreation Administration	5			
	Bachelor of Science	23			
	Bachelor of Science in Criminal Justice	23			
	Bachelor of Science in Exercise Science	15			
	Bachelor of Science in Public Health & Health Sciences	1			
	Bachelor of Social Work	10			
	Bachelor of Science in Law Studies	2			
	<b><i>School of Journalism and New Media</i></b>		34		
	Bachelor of Arts in Journalism	5			
	Bachelor of Science (IMC)	29			
	<b><i>General Studies</i></b>		56		
	Bachelor of Multi-Disciplinary Studies	40			
	Bachelor of University Studies	16			
	<b><i>Graduate School</i></b>		140		
	Master of Accountancy	4			
	Master of Accountancy and Data Analytics	1			
	Master of Arts	18			
	Master of Business Administration	10			
	Master of Criminal Justice	12			
	Master of Education	12			
	Master of Fine Arts	2			
	Master of Music	3			
	Master of Science	37			
	Master of Social Work	2			
	Master of Taxation and Data Analytics	1			
	Specialist in Education	6			
	Doctor of Philosophy	28			
	Certificate in Intercollegiate Athletic Administration	4			
	<b><i>Law School</i></b>		14		

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Institution	Degree to be Conferred	Number	Subtotal	Total	
	Juris Doctor	14			
	<b>Total Undergraduate Degrees</b>		<b>468</b>		
	<b>Total Graduate/Professional Degrees</b>		<b>154</b>		
	<b>Total Certificates</b>		<b>4</b>		
	<b>Total Degrees</b>			<b>622</b>	
	<b>Total Degrees and Certificates</b>			<b>626</b>	
<b>University of Mississippi Medical Center</b>					
	<b>Undergraduate</b>		94		
	Bachelor of Science in Nursing	94			
	<b>Graduate/Professional</b>		42		
	Master of Health Informatics and Information Management	1			
	Master of Science in Biomedical Sciences	12			
	Master of Science in Nursing	12			
	Doctor of Health Administration	2			
	Doctor of Nursing Practice	6			
	Doctor of Dental Medicine	1			
	Doctor of Medicine	3			
	Doctor of Philosophy	5			
	<b>Total Undergraduate Degrees</b>		<b>94</b>		
	<b>Total Graduate/Professional Degrees</b>		<b>42</b>		
	<b>Total Degrees</b>			<b>136</b>	
<b>University of Southern Mississippi</b>					
	<b>College of Arts and Sciences</b>		400		
	Bachelor of Arts	109			
	Bachelor of Fine Arts	5			
	Bachelor of Interdisciplinary Studies	1			
	Bachelor of Liberal Studies	35			
	Bachelor of Music	6			
	Bachelor of Music Education	7			
	Bachelor of Science	145			
	Bachelor of University Studies	17			
	Master of Arts	6			
	Master of the Arts in Teaching of Language	10			
	Master of Music	1			

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Institution		Degree to be Conferred	Number	Subtotal	Total	
		Master of Music Education	2			
		Master of Science	29			
		Doctor of Musical Arts	5			
		Doctor of Philosophy	22			
		<b><i>College of Business and Economic Development</i></b>		241		
		Bachelor of Applied Science	2			
		Bachelor of Science	27			
		Bachelor of Science in Business Administration	142			
		Master of Business Administration	36			
		Master of Professional Accountancy	7			
		Master of Science	19			
		Doctor of Philosophy	8			
		<b><i>College of Education and Human Sciences</i></b>		277		
		Bachelor of Arts	6			
		Bachelor of Science	150			
		Bachelor of Social Work	27			
		Master of Arts	1			
		Master of Arts in Teaching	3			
		Master of Education	34			
		Master of Library and Information Science	29			
		Master of Science	12			
		Specialist in Education	5			
		Doctor of Education	4			
		Doctor of Philosophy	6			
		<b><i>College of Nursing and Health Professions</i></b>		192		
		Bachelor of Arts	29			
		Bachelor of Science	30			
		Bachelor of Science in Nursing	65			
		Master of Public Health	39			
		Doctor of Nursing Practice	27			
		Doctor of Philosophy	2			
		<b><i>Total Undergraduate Degrees</i></b>		803		
		<b><i>Total Graduate Degrees</i></b>		307		
		<b><i>Total Degrees</i></b>			1110	

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Institution		Degree to be Conferred	Number	Subtotal	Total	
System Degrees						
	Total Undergraduate Degrees			3584		
	Total Graduate Degrees			1224		
					4808	

\*Note: System Total for fall 2021 represents a decrease of 92 from fall 2020's total of 4,900.

**STAFF RECOMMENDATION: Board staff recommends approval of these items.**

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1. **SYSTEM-ESCALATION OF *AYERS* ENDOWMENT BUDGET**

**Agenda Item Request:** Jackson State University (JSU) and Mississippi Valley State University (MVSU) request a budget escalation within their *Ayers* Endowment Diversity Program budget. The original budgets were approved at the June 2021 Board meeting. At that time, estimates of available funding were used to build the budget for these programs. Actual funding is now known, and the institutions have requested to revise their budgets to equal actual sources as shown.

**Jackson State University**

<b>Object of Expenditure</b>	<b>Current Budget FY 2022</b>	<b>Budget Revision</b>	<b>Revised Budget FY 2022</b>
Salaries, Wages & Fringe Benefits	\$ 126,855		\$ 126,855
Travel			-
Contractual Services	825,000		825,000
Commodities			-
Capital Outlay:			-
Equipment			-
Library Resources			-
Student Aid	484,875	1,105,736	1,590,611
<b>Total</b>	<b>\$ 1,436,730</b>	<b>\$ 1,105,736</b>	<b>\$ 2,542,466</b>

**Mississippi Valley State University**

<b>Object of Expenditure</b>	<b>Current Budget FY 2022</b>	<b>Budget Revision</b>	<b>Revised Budget FY 2022</b>
Salaries, Wages & Fringe Benefits	\$ 67,246		\$ 67,246
Travel	6,000		6,000
Contractual Services	286,286		286,286
Commodities	29,000	2,902	31,902
Capital Outlay:		23,000	23,000
Equipment	-		-
Library Resources	-		-
Student Aid	461,348		461,348
<b>Total</b>	<b>\$ 849,880</b>	<b>\$ 25,902</b>	<b>\$ 875,782</b>

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**Funding Source for Budget Escalation:** All funds budgeted within these programs were generated from annual interest earnings of the *Ayers* Public and Private Endowment investments.

**Staff Recommendation:** Based on Board Policy 701.06, Budget Escalations and Revisions, all escalations of the several institutions and separately budgeted units must be submitted through the Commissioner to the Board of Trustees for approval prior to implementation. Board Staff recommends approval of this item.

2. **SYSTEM – APPROVAL TO AMEND BOARD POLICY 703-INSTITUTIONAL SCHOLARSHIPS, TUITION WAIVERS, ASSISTANTSHIPS, AND FELLOWSHIPS**

**Agenda Item Request:** Board Policy 703 – Institutional Scholarships, Tuition Waivers, Assistantships, and Fellowships is requested to be amended to comply with the determination reached by the US Supreme Court in *Alston vs. NCAA*. Specifically Section 703.04C would be amended as follows:

"If any E&G funds are used to scholarship a student, the total amount awarded to the student shall not exceed the "Cost of Attendance." For individual students with scholarships from multiple sources; awards from sources other than E&G funds shall be applied to the student's "Financial Aid Budget" first, and the institutional award(s) from E&G funds shall be applied last. This policy shall not supersede any Federal, State, NCAA, or athletic conference regulations. **This policy shall not apply to student-athletes for scholarships to attend vocational or graduate schools, for student-athletes' academic or graduation awards or incentives, or for other student-athlete benefits permitted by NCAA rules or applicable court orders.**"

**STAFF RECOMMENDATION:** Board staff recommends approval of this item and a waiver of the second approval required by Board Policy 201.0302 which states "no new policies nor policy revisions introduced for the first time shall be adopted until a subsequent meeting."

3. **MSU-APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH WASTE PRO OF MISSISSIPPI, INC.**

**Agenda Item Request:** Mississippi State University is requesting approval to enter into a new contract with **Waste Pro of Mississippi, Inc.** to provide waste and recycling collection and disposal services.

**Contractor's Legal Name:** Waste Pro of Mississippi, Inc.

**History of Contract:** MSU's current contract with Waste Pro expires December 31, 2021. MSU issued a new Request for Proposal (RFP) on August 6, 2021 and selected Waste Pro as the vendor to continue providing these services.

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**Specific Type of Contract:** This is a new contract for waste and recycling collection and disposal services.

**Purpose:** To provide waste collection and disposal services for the University's Starkville Campus. This contract ensures timely and regular removal of waste and recycled material from the Campus. The Service Provider will be responsible for maintaining waste and recycle "Front End Load" bins and "roll off" bins on campus, collecting the material from these dumpsters and transporting them for disposal and in the case of recycling for sorting and processing. The Service Provider will operate at a schedule approved by the University and will provide regular reporting of waste and recycle streams.

**Scope of Work:** Continue to maintain collection bins, provide timely collection and disposal both upon regularly scheduled routes and on an as needed basis for events.

**Term of Contract:** 3 years. Potential for 3, 24-month renewal periods by mutual agreement of both parties, in writing.

**Termination Options:** MSU reserves the right to terminate this agreement with thirty (30) days-notice, by the Director of Procurement and Contracts via certified mail to the address listed on the signature page of this RFP (See Appendix A) if any of the terms of the proposal and/or contract are violated.

In the event the contractor fails to carry out and comply with any of the conditions and agreements to be performed under the specifications, MSU will notify the contractor, in writing, of such failure or default. In the event the necessary corrective action has not been completed within a ten (10) day period, the contractor must submit, in writing, why such corrective action has not been performed. The University reserves the right to determine whether or not such noncompliance may be construed as a failure of performance of the contractor.

Termination of contract by contractor without cause can only occur with at least one-hundred and twenty (120) days-notice prior to the proposed termination of the contract.

**Contract Amount:** MSU will pay Waste Pro on a per lift basis. MSU projects its annual cost for these services will be \$750,000.00; however, actual cost will be dependent upon campus waste/recycle stream volumes.

**Funding Source for Contract:** MSU General Funds.

**Contractor Selection Process:** MSU issued RFP 21-83 on August 6, 2021 and received 3 proposals. Waste Pro received the second highest technical score but was over approximately \$700,000 less expensive than the respondent with the highest

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technical score based on projected use. Out of 100 possible total points (cost and technical), Waste Pro received 24 more points than the next highest scoring responder.

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

4. **UM-APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH COMMISSIONING & GREEN BUILDING SOLUTIONS, INC.**

**Agenda Item Request:** The University of Mississippi Department of Facilities Planning requests approval to amend the Services Agreement with **Commissioning & Green Building Solutions, Inc.** for the University of Mississippi New Jim and Thomas Duff Center for Science and Technology Innovation (CSTI).

**Contractor's Legal Name:** Commissioning & Green Building Solutions, Inc. (CXGBS)

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

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

**Purpose:** The purpose of this Amended Services Agreement is to adjust the Commissioning Agent's fees due to the excessive time extension from the original agreement. The fees will be adjusted based on the attached proposal dated September 08, 2021.

**Scope of Work:** The scope of work includes all tasks as identified in the Commissioning Proposal FOR New STEM Building dated November 29, 2017.

**Term of Contract:** The current duration of the Master Services Agreement is February 8, 2018 and ends when the warranty period of the STEM building construction contract ends.

**Termination Options:** The contract may be terminated by UM for convenience if project is canceled or indefinitely deferred, for default, for force majeure, in the event that funds associated for payment of this contract become unavailable due to a decrease or change in the legislative appropriation, or for CXGBS's lack of compliance with the Mississippi Employment Protection Act. CXGBS may terminate the contract for nonpayment by UM,



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suspension of the Project for more than ninety (90) days, material breach or failure of UM to comply with this Contract, or force majeure.

**Contract Amount:** The contract amount per the current agreement is \$568,356.96 with an option for additional site visits in the amount of \$1,638.57 per visit and additional post-occupancy Services in the amount of \$18,711.07 per year. The new contract total is \$619,858.02 with an option for additional post-occupancy services in the amount of \$22,226.79 per year.

**Funding Source for Contract:** The funding source for this contract is HB1729 L'16; HB1649 L'18; Internal R&R funds, External UMEBC financing, and other sources.

**Contractor Selection Process:** UM solicited Request for Proposals from four (4) Engineering and Commissioning Firms. All four (4) firms submitted proposals. From the four (4) firms, the contract was awarded to the lowest and best proposal.

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

5. **UM-APPROVAL TO ENTER INTO AN AMENDED AND RESTATED USE AGREEMENT WITH THE MISSISSIPPI ARMY NATIONAL GUARD, CITY OF OXFORD, AND OLE MISS ATHLETIC FOUNDATION**

**Agenda Item Request:** The University of Mississippi requests approval to enter into an Amended and Restated Use Agreement Among **Mississippi Army National Guard, City of Oxford, Mississippi, The University of Mississippi through the Board of Trustees of State Institutions of Higher Learning, and Ole Miss Athletic Foundation** for the use of the City of Oxford's Rifle Range.

**Contractor's Legal Name:** **Mississippi Army National Guard, City of Oxford, Mississippi, and Ole Miss Athletic Foundation**

**History of Contract:** In June 2003, the University of Mississippi Intercollegiate Athletics Department, Ole Miss Loyalty Foundation (now Ole Miss Athletics Foundation), Mississippi Army National Guard, and the City of Oxford entered into a Use Agreement for the Ole Miss Rifle team's use of the Rifle Range located on City of Oxford property. The Use Agreement expires on August 15, 2056. As part of the Use Agreement, the Ole Miss Loyalty Foundation (now the Ole Miss Athletics Foundation) agreed to make payments on behalf of the University of Mississippi Athletics Department to the City of Oxford. The payments totaled \$500,000 and were made over a ten-year

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period through 2013. The Mississippi Army National Guard, City of Oxford, Mississippi, The University of Mississippi, and Ole Miss Athletics Foundation now seek to amend and restate the Use Agreement to clarify how the operational, utility, maintenance and repair costs should be shared and desire to enter into an agreement to confirm the payment obligations for the next five fiscal years.

**Specific Type of Contract:** This is a use agreement.

**Purpose:** The purpose of the agreement is to amend and restate the Use Agreement to clarify how the operational, utility, maintenance and repair costs should be shared and desire to enter into an agreement to confirm the payment obligations for the next five fiscal years.

**Scope of Work:** The scope includes use of the building and sharing costs of building operation, maintenance and repairs.

**Term of Contract:** The contract begins on August 15, 2001 and ends on August 15, 2056.

**Termination Options:** Termination options are not included in the agreement.

**Contract Amount:** The total contract amount over the next five fiscal years is \$305,000.

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

**Contractor Selection Process:** This contract resulted from the existing Use Agreement with the City of Oxford for the Ole Miss Rifle team.

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

6. **UM-APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH HOAR PROGRAM MANAGEMENT, LLC**

**Agenda Item Request:** The University of Mississippi Department of Facilities Planning requests approval to amend the Master Services Agreement with **Hoar Program Management, LLC (HPM)** for the University of Mississippi New Jim and Thomas Duff Center for Science and Technology Innovation (CSTI).

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

**History of Contract:** The original contract was approved by the IHL Board at their February 2018 meeting and executed that same month. The original Master Services Agreement was amended in June 2020 to increase the scope of services.

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

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**Purpose:** The purpose of this Amended Master Services Agreement is to adjust the Owner's Representative responsibilities in the scope of work to reflect a Public Bid/Build delivery method and increase the fees. The original agreement was based on a CMAR delivery method. The University is no longer using the CMAR delivery method. This amendment will also increase the agreement duration for the new CSTI building to November 30, 2023. Revisions to the original agreement are located in the agreement title; Paragraphs 1.2, 5.2, 8.1, 12.12, 13.1, and 13.2; Exhibit A; and Exhibit B.

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

**Term of Contract:** The current duration of the Master Services Agreement is February 16, 2018 – May 31, 2023. This Amended Master Services Agreement maintains the original agreement start date of February 16, 2018 and extends the duration of the Agreement to the updated anticipated completion of construction and close-out date of November 30, 2023.

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

**Contract Amount:** The contract amount per the current agreement is \$1,582,749.27. The additional fee for the adjusted responsibilities and services reflected in this amended agreement is \$248,909.30. The new contract total is \$1,831,658.57.

**Funding Source for Contract:** The funding source for this contract is HB1729 L'16; HB1649 L'18; Internal R&R funds, External UMEBC financing, and other sources.

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

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

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7. **UM-APPROVAL TO ENTER INTO CONTRACTUAL SERVICES AGREEMENT WITH TAYLOR & FRANCIS GROUP**

**Agenda Item Request:** The University of Mississippi Libraries request approval to enter into a contract with **Taylor & Francis Group**. Pursuant to Board Policy 707.03, *Approval of Prepayment for Goods and Services*, UM also requests a waiver to allow prepayment of the annual payment each year.

**Contractor's Legal Name:** Informa UK Limited trading as Taylor & Francis Group

**History of Contract:** This agreement is the first one the UM Libraries have sought with this publisher.

**Specific Type of Contract:** This contract will be a site license for specified electronic journals from a single publisher.

**Purpose:** The purpose of this contract is to secure perpetual access to specific electronic journal content for an unlimited number of authorized users, to expand the content available from this publisher through a subscription-only subject collection of journals, and to set the price of those journals for the next three years.

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

**Term of Contract:** The contract term will begin January 1, 2022 and end on December 31, 2024.

**Termination Options:** This contract may be terminated for breach of the terms of use with 30 days' notice, for a force majeure event lasting longer than three months, or if the funding of the Libraries is significantly reduced.

**Contract Amount:** The total amount for the contract over three years will be \$534,125.72. The exact amount for each year and for the final total will vary slightly depending on the exact mix of perpetual titles purchased each year. The costs for each year will be paid the preceding November.

**Funding Source for Contract:** Cost for this contract will be funded by the Libraries' materials budget which is derived from educational and general funds and from specified endowments.

**Contractor Selection Process:** The vendor for this contract is the publisher of the specified journals. These individual titles and the subscription package were selected by subject specialist librarians. The individual titles have been standing subscriptions to support the University's curriculum and research needs. These titles are only published by this 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

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

8. **UM- APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH THE UM RESEARCH FOUNDATION (INSIGHT PARK)**

**Agenda Item Request:** The University of Mississippi (“UM”) requests that the Board of Trustees of State Institutions of Higher Learning (“IHL”) approve a lease between the **University of Mississippi Research Foundation (Insight Park)** and the Office of Technology Commercialization (OTC) at the University of Mississippi.

**Contractor’s Legal Name: University of Mississippi Research Foundation**

**Purpose:** The Office of Technology Commercialization (OTC) seeks to lease office space at Insight Park, UM’s research park, to better fulfill our mission. UM's OTC is responsible for enabling our research enterprise innovations to move into the economy and the public sector. Working closely with the UM Director of Economic Development, The UM VentureLab™, located at the Innovation Hub at Insight Park, is now an optimal and timely permanent option for ORSP/OTC. The majority of R1 institutions, along with Mississippi's MRC campuses (USM, MSU and UMMC) house their innovation offices in their research parks / incubators. Due to a more convenient and publicly accessible location, the UM VentureLab™ affords UM a more appropriate venue for hosting private sector partners and the community. There are many initiatives (state, local and federal) that mandate a space that is more accessible to the public and friendlier to the private sector.

**Specific Type of Agreement:** Lease agreement

**Scope of the Work:** The lease term is five years with the option to renew annually for three additional years. No deposit is required, and the lease rate is \$60,000 annually, resulting in a total lease amount of \$480,000 if all renewals are exercised. The funding is self-generated from our annual licensing income.

**Term of Contract:** The lease term is five years with the option to renew annually for three additional years for a total of eight years.

**Termination Options:** The Lease Agreement may be terminated because of a decrease in state funds, in the event appropriate space becomes available in a State-owned building, upon an event that renders the building untenable, for noncompliance with federal statutes, state statutes or local ordinances, for default, for not disposing of hazardous materials, chemicals or odors, and upon mutual agreement.

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**Contract Amount:** The cost of the agreement is \$480,000 if all renewal options are exercised.

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

9. **UMMC – APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH ALLIANCE HEALTHCARE SERVICES, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Positron Emission Tomography/Computed Tomography (PET/CT) Services Agreement with **Alliance HealthCare Services, Inc. d/b/a Alliance HealthCare Radiology (Alliance)** for use of technical personnel and a mobile PET/CT scanner at UMMC Grenada.

**Contractor's Legal Name:** Alliance HealthCare Services, Inc.

**History of Contract:** This is a new agreement with Alliance for the lease of a mobile PET/CT Scanner for use at UMMC Grenada. UMMC is currently contracted with Insight Health Corp. (Insight) for this service. On June 19, 2014, the Board approved a five (5) year mobile PET/CT Scanner Lease and Operating Agreement with Insight to lease a mobile PET/CT Scanner for a total cost of \$728,000. On November 20, 2014, the Board approved a revision to modify the commencement date of the agreement to December 1, 2014. On November 21, 2019, the Board approved an amendment to extend the term of the agreement through November 30, 2021.

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

**Purpose:** The purpose of the agreement is to provide technical personnel and a mobile PET/CT scanner at UMMC Grenada.

**Scope of Work:** Under the agreement, Alliance will provide mobile PET/CT services, including one (1) technical personnel and provision of the mobile equipment. In addition, Alliance will maintain the mobile equipment and possess all federal and state radioactive materials licenses.

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Under the agreement, UMMC will obtain and maintain all required licenses and regulatory approvals needed to operate the equipment, and provide a radiologist to provide interpretations of the PET/CT procedures.

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

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

- by the non-breaching party if the other party breaches any material covenant, term or provision of this agreement and the material breach is not cured within sixty (60) days following provision of notice to the breaching party;
- by either party if the other party commits or suffers (voluntarily or involuntarily) an act of bankruptcy, receivership, liquidation or similar event;
- by Alliance if UMMC fails to make any payment to Alliance when due and such failure continues for ten (10) days following notice;
- by UMMC upon sixty (60) days' written notice to Alliance, after the first twelve (12) months of the agreement;
- in the event of insufficient funds; and
- by either party, immediately for cause, if the other party's officers, directors, or employees or contractors providing services under the agreement become excluded, debarred, or otherwise ineligible to participate in the Federal health care programs.

**Contract Amount:** The total estimated cost of the agreement over the five (5) year term is \$575,000. Beginning in year two (2), UMMC has included a ten percent (10%) increase per year for potential volume increases.

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

**Contractor Selection Process:** UMMC sought competitive price quotes from both Insight and Alliance, and Alliance is able to provide the mobile PET/CT scanner services to UMMC at a lower cost.

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

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10. **UMMC – APPROVAL TO ENTER INTO A PURCHASE AGREEMENT WITH BAXTER HEALTHCARE CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Dialysis Products Purchase Agreement **with Baxter Healthcare Corporation (Baxter)** for the rental of dialyzer equipment used by patients on peritoneal dialysis (PD) equipment, as well as for the purchase of associated commodities. PD is a form of dialysis used to treat patients with severe chronic kidney disease in which the patient's peritoneum, located in the patient's abdomen, is used as a membrane across which fluids and dissolved substances are exchanged from the blood. UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.

**Contractor's Legal Name: Baxter Healthcare Corporation**

**History of Contract:** On November 15, 2018, the Board approved a three (3) year agreement with Baxter for the rental of PD equipment and the purchase of associated commodities. The agreement will expire on November 30, 2021.

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

**Purpose:** The purpose of the agreement is to rent dialyzer equipment used by patients on PD equipment and to purchase associated commodities. PD is a form of dialysis used to treat patients with severe chronic kidney disease in which the patient's peritoneum, located in the patient's abdomen, is used as a membrane across which fluids and dissolved substances are exchanged from the blood.

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

- sell to UMMC the associated disposables and commodities used with the PD equipment;
- provide dialyzers for use in PD dialysis in patients homes;
- provide a reasonable amount of supplies at no charge for patients and staff education purposes;
- provide loaner PD systems for in-center patient education at no charge; and
- provide software at no additional charge.

Under the agreement, UMMC will:

- purchase eighty percent (80%) of its total utilization of PD therapy products during each twelve (12) month period from Baxter; and
- utilize AMIA dialyzers for a minimum of eighty-five percent (85%) of its total Adult PD patients during each twelve (12) month period from Baxter.

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



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

- by the non-breaching party, upon written notice of the breach if it is not cured within sixty (60) calendar days after receiving written notice;
- in the event of insufficient funds;
- after the first year of the agreement, by UMMC upon one hundred eighty (180) days' written notice to Baxter;
- by Baxter, upon thirty (30) days' written notice, if UMMC fails to comply with the terms of the software license and does not comply within thirty (30) days of notice; and
- by Baxter, immediately, if UMMC does not return equipment no longer in use by a particular patient.

**Contract Amount:** The total estimated cost of the agreement over three (3) years is \$6,825,000, including all rental fees and commodity purchases. UMMC has also included a twenty percent (20%) increase beginning in year two (2) to account for volume increases.

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

**Contractor Selection Process:** The dialysis equipment and associated supplies qualify as clinical commodities under Miss Code Ann §31-7-1, which are exempted from procurement requirements under §31-7-13.

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

11. **UMMC-APPROVAL TO EXTEND AN AGREEMENT WITH CARDINAL HEALTH 200, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to continue the term of the current Vizient Letter of Commitment (Agreement)) with **Cardinal Health 200, LLC (Cardinal)** to access discount rate tiers and participate in the Supplier Services Agreement (Vizient Agreement) for freight management services utilizing its OptiFreight® Logistics. The Agreement provides UMMC access to nationally negotiated shipping/freight pricing, the ability to deal directly with the shipping/freight companies, and complete visibility and transparency for UMMC's incoming shipping/freight charges.

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**Contractor's Legal Name:** Cardinal Health 200, LLC

**History of Contract:** On October 19, 2017, the Board approved the Agreement with Cardinal to access discount rate tiers and participate in the Supplier Services Agreement for freight management services utilizing its OptiFreight Logistics. The Board originally approved a contract term that aligned with the termination date of the Vizient Agreement, which at the time was November 30, 2021. However, the term as stated in the Agreement is that it expires upon the expiration or earlier termination of the Vizient Agreement. On August 28, 2020, Vizient and Cardinal entered into an amendment extending the term of the Vizient Agreement to May 31, 2022. UMMC now requests to extend the Board's approval through the expiration date of May 31, 2022.

**Specific Type of Contract:** This is a current Vizient Letter of Commitment.

**Purpose:** The purpose of this request is to extend approval of the current agreement through the expiration date of May 31, 2022. The Agreement provides UMMC access to nationally negotiated shipping/freight pricing, the ability to deal directly with the shipping/freight companies, and complete visibility and transparency for UMMC's incoming shipping/freight charges.

**Scope of Work:** Under the Agreement, Cardinal will:

- Collaborate with UMMC to implement an inbound freight management program;
- Provide discounts rates on freight charges;
- Provide rebates and guaranteed savings through compliance with the program; and
- Provide an account manager for continued support to UMMC in the utilization of the freight program.

UMMC will:

- Provide Cardinal a weekly report via file transfer protocol which identifies all inbound and outbound shipments by UMMC;
- Include required language on all of its purchase orders;
- Utilize OptiFreight for outbound freight shipments;
- Work with Cardinal to require manufacturers and suppliers that ship product to the UMMC to ship such product using the account number identified by Cardinal Health as assigned by the Small Parcel Carrier, including, but not limited to executing a vendor authorization letter; and
- Ensure Cardinal will be the exclusive provider of third party freight brokerage and management services.

**Term of Contract:** The term of the Agreement is fifty-five (55) months, beginning on November 1, 2017, and ending conterminously with the Vizient Agreement on May 31, 2022. The Board originally approved a contract term that aligned with the termination date

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of the Vizient Agreement, which at the time was November 30, 2021. However, the term as stated in the Agreement is that it expires upon the expiration or earlier termination of the Vizient Agreement. On August 28, 2020, Vizient and Cardinal entered into an amendment extending the term of the Vizient Agreement to May 31, 2022. UMMC now requests to extend the Board's approval through the expiration date of May 31, 2022.

**Termination Options:** The LOC termination options include the following:

- The LOC will terminate automatically if the Vizient Agreement expires or is terminated early;
- UMMC may terminate the Agreement without cause provided one hundred and twenty (120) days prior written notice;
- Either party may immediately terminate this Agreement, for cause, if the other party fails to perform its obligations hereunder and subsequently fails to remedy such failure within thirty (30) days after written notification of such failure;
- Cardinal may terminate immediately upon written notice if the shipping agreement between the freight carrier and Cardinal terminates or expires, if the Freight Carrier refuses to extend Cardinal discounts for shipments related to UMMC, or if there is a decrease in the discounts provided thereunder; and
- UMMC may terminate based upon availability of funds. Should there be no funds available for any succeeding funding period, the agreement will be cancelled as of the end of the funding period with no further obligation on the part of UMMC.

**Contract Amount:** The estimated freight cost to be paid to Cardinal under the Agreement is \$4,700,000.00 based on UMMC's historical shipping costs. UMMC estimates approximately \$2,161,300 in savings through the utilization of this program.

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

**Contractor Selection Process:** Cardinal 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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

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12. **UMMC-APPROVAL TO ENTER INTO A MANAGED SERVICES AGREEMENT WITH CERVEY, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master “Software as a Service” Managed Services Agreement Specialty Pharmacy (Agreement) with **Cervey, Inc. (Cervey)**. This agreement will provide a specialty pharmacy Customer Relationship Management (CRM) web-based software model to be used by the specialty pharmacy program at UMMC. The platform is necessary for day-to-day operational and clinical activities and is required to obtain Utilization Review Accreditation Commission (URAC) accreditation for the specialty pharmacy program. This module will help UMMC streamline pharmacy operations and patient management, while reducing cost for its hospital-based specialty pharmacy.

**Contractor’s Legal Name:** Cervey, LLC

**History of Contract:** This is a new Master “Software as a Service” Managed Services Agreement Specialty Pharmacy. UMMC has not previously contracted for any such services. UMMC has requested this Agreement as it will provide the clinical/operational system necessary for the day-to-day operations and clinical activities of the specialty pharmacy program. In addition, the system is required to obtain accreditation of UMMC’s specialty pharmacy program.

**Specific Type of Contract:** This is a Master “Software as a Service” Managed Services Agreement Specialty Pharmacy.

**Purpose:** The purpose of this Agreement is to provide a web-based CRM module to be used by the specialty pharmacy program at UMMC. The software is necessary for daily operational and clinical functions of the program and will help streamline pharmacy operations and patient management, while reducing cost for the hospital-based specialty pharmacy. Additionally, it is required to obtain Utilization Review Accreditation Commission (URAC) accreditation for the specialty pharmacy program.

**Scope of Work:** Under the Agreement, Cervey will provide:

- software licenses;
- all other servers, systems, and services related to the licenses;
- data import/export and monitoring services;
- support and maintenance on the system;
- backups, system recoveries and upgrades as needed; and
- training and implementation.

**Term of Contract:** The term of the Agreement is three (3) years, from December 1, 2021, through November 30, 2024.

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

- By UMMC without cause provided sixty (60) days' prior written notice;
- By either party for cause which shall be effective upon notice to the other party, if the other party materially breaches the agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure remains uncured for forty five (45) days after the non-breaching party provides written notice of breach;
- By UMMC for non-availability of funding;
- By either party for force majeure event; and
- UMMC may terminate the agreement in the event Cervey improperly uses or discloses protected health information in breach of the agreement.

**Contract Amount:** The total cost of the Agreement is \$545,000. Under the agreement the cost for implementation and license fees is \$437,544.20. The additional funds requested are for variable fees such as custom programing, claims adjudication, and training expenses.

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

**Contractor Selection Process:** In February of 2021, upon approval by ITS, UMMC conducted Request for Proposal (RFP) No. 1276 for a Specialty Pharmacy Customer Relations Module. Two (2) bidders submitted proposals: Cervey, LLC and Therigy, LLC proposals. The overall score indicated below is based upon criteria including cost as well as other factors.

<b>Bidder</b>	<b>Cost</b>	<b>Overall Score Out of 100</b>
Cervey LLC.	\$743,780.00	68.91
Therigy, LLC	\$934,780.00	68.78

The overall cost of the Agreement is less than the cost above as the bidders' proposals were for a term of five (5) years, whereas ITS has approved funding for a term of three (3) years.

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

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13. **UMMC – APPROVAL TO ENTER INTO A LOCUMS TENENS COVERAGE AGREEMENT WITH CHG COMPANIES, INC. (Grenada & Holmes County)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an Agreement for Physician Locums Tenens Coverage with **CHG Companies, Inc. d/b/a CompHealth (CompHealth)** to provide temporary physician coverage to UMMC Grenada and UMMC Holmes County, as needed.

**Contractor's Legal Name:** CHG Companies, Inc.

**History of Contract:** On January 17, 2019, the Board approved a three (3) year agreement with CompHealth to provide temporary physician coverage on an as-needed basis for all UMMC locations. That agreement expires on January 31, 2022; however, it will be replaced by the proposed CompHealth agreement for UMMC's main campus in Jackson. UMMC Grenada also previously contracted with CompHealth for a specific specialty, which expired March 31, 2020, and was less than \$250,000.

In addition to this request, UMMC has submitted for consideration a separate Agreement for Physician Locums Tenens Coverage with CompHealth for UMMC's Jackson campus. UMMC seeks to enter into two (2) contracts with CompHealth to provide sufficient coverage for all UMMC locations that can be managed at the local facility.

**Specific Type of Contract:** This is a new Agreement for Physician Locums Tenens Coverage.

**Purpose:** The purpose of this agreement is to secure temporary physician coverage as needed at UMMC Grenada and Holmes County.

**Scope of Work:** Under this agreement, CompHealth will:

- present physicians to UMMC for consideration for coverage as requested;
- confirm the requested assignment in writing that will include the name of physician, specialty of physician, the dates and location of the assignment, the fees associated with the assignment, and any applicable physician buyout fee;
- provide compensation directly to the physician assigned to UMMC;
- ensure physicians providing coverage are appropriately licensed; and
- direct physicians to promptly complete chart documentation.

Under the agreement, UMMC will:

- provide a practice description for the assignment being requested;
- maintain facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters; and
- provide each physician with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment to complete physician's privileges prior to the assigned start date of physician.

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**Term of Contract:** The term of this agreement is three (3) years, from December 1, 2021, through November 30, 2024.

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

- either party may terminate the agreement or any assignment upon thirty (30) days prior written notice;
- by CompHealth, immediately, if UMMC fails to make timely payment or materially breaches the agreement;
- by UMMC, immediately, if CompHealth materially breaches the agreement; and
- by the other party in the event an investigation of a party is initiated by any state or federal government agency.

**Contract Amount:** The total estimated cost of the agreement over three (3) years is \$3,500,000. Beginning in year two (2), UMMC has added a thirty five percent (35%) increase for potential volume increases.

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

**Contractor Selection Process:** CompHealth is currently a contracted vendor with UMMC and is able to provide the varying degrees of specialties needed by UMMC at any given time.

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

14. **UMMC – APPROVAL TO ENTER INTO A LOCUMS TENENS COVERAGE AGREEMENT WITH CHG COMPANIES, INC. (Jackson)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an Agreement for Physician Locums Tenens Coverage with **CHG Companies, Inc. d/b/a CompHealth (CompHealth)** to provide temporary physician coverage on UMMC's main campus in Jackson, as needed.

**Contractor's Legal Name:** CHG Companies, Inc.

**History of Contract:** On January 17, 2019, the Board approved a three (3) year agreement with CompHealth to provide temporary physician coverage on an as-needed

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basis. That agreement will expire on January 31, 2022; however, the current agreement will be replaced by the proposed agreement.

In addition to this request, UMMC has submitted for consideration a separate agreement for Physician Locums Tenens Coverage with CompHealth for UMMC Grenada and UMMC Holmes County. UMMC seeks to enter into two (2) contracts with CompHealth to provide sufficient coverage for all UMMC locations that can be managed at the local facility.

**Specific Type of Contract:** This is a new Agreement for Physician Locums Tenens Coverage.

**Purpose:** The purpose of this agreement is to secure temporary physician coverage as needed on UMMC's main campus in Jackson, Mississippi.

**Scope of Work:** Under this agreement, CompHealth will:

- present physicians to UMMC for consideration for coverage as requested;
- confirm the requested assignment in writing that will include the name of physician, specialty of physician, the dates and location of the assignment, the fees associated with the assignment, and any applicable physician buyout fee;
- provide compensation directly to the physician assigned to UMMC;
- ensure physicians providing coverage are appropriately licensed; and
- direct physicians to promptly complete chart documentation.

Under the agreement, UMMC will:

- provide a practice description for the assignment being requested;
- maintain facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters; and
- provide each physician with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment to complete physician's privileges prior to the assigned start date of physician.

**Term of Contract:** The term of this agreement is three (3) years, from December 1, 2021, through November 30, 2024.

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

- either party may terminate the agreement upon thirty (30) days' prior written notice;
- by CompHealth, immediately, if UMMC fails to make timely payment or materially breaches the agreement;
- by UMMC, immediately, if CompHealth materially breaches the agreement; and
- by the other party in the event an investigation of a party is initiated by any state or federal government agency.



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**Contract Amount:** The total estimated cost of the agreement over three (3) years is \$3,500,000. Beginning in year two (2), UMMC has added a thirty-five percent (35%) increase each year for potential volume increases.

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

**Contractor Selection Process:** CompHealth is currently a contracted vendor with UMMC and is able to provide the varying degrees of specialties needed by UMMC at any given time.

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

15. **UMMC –APPROVAL TO ENTER INTO A PRICING AGREEMENT WITH CHIESI USA, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Product Pricing Agreement with **Chiesi USA, Inc. (Chiesi)** to purchase Curosurf products, a pulmonary surfactant used to treat neonatal patients with, or at risk for, respiratory distress syndrome. UMMC also requests approval 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.

**Contractor's Legal Name:** Chiesi USA, Inc.

**History of Contract:** This is a new agreement with Chiesi for the purchase of Curosurf. UMMC is currently buying the products on an as-needed basis without requirement of a contract. In order to receive discounted pricing and rebates, Chiesi requires UMMC accept terms and conditions that apply to purchases of the product, although all purchases are made through UMMC's pharmacy distributor Morris & Dickson Co., LLC.

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

**Purpose:** The purpose of the agreement is to purchase Curosurf products, a pulmonary surfactant used to treat neonatal patients with, or at risk for, respiratory distress syndrome.

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**Scope of Work:** Under the agreement, Chiesi will provide the Curosurf products at discounted pricing. In exchange, UMMC will purchase a minimum of three hundred fifty (350) milliliters of Curosurf products during an applicable semi-annual performance evaluation period to receive a fifteen percent (15%) rebate on the products.

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

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

- by either party upon thirty (30) days' prior written notice;
- by the non-suspended party, immediately, should a party's officers, directors, or employees become suspended, debarred, excluded, or otherwise ineligible for participation in any federal healthcare program;
- by either party, immediately upon notice of legal proceedings which reasonably imply a material violation of anti-bribery laws; and
- by UMMC if Chiesi is unable to provide goods for thirty (30) days as a result of a continuing force majeure event.

**Contract Amount:** The total estimated cost over the three (3) year term is \$1,525,000. Chiesi may increase pricing up to nine and a half percent (9.5%) annually upon thirty (30) days' prior written notice. In addition, beginning in year two (2), UMMC has included an annual fifteen percent (15%) increase for potential patient volume increases.

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

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

16. **UMMC – APPROVAL TO AMEND A LICENSE AGREEMENT WITH CITRIX SYSTEMS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into Amendment Two (2) to the Educational License Agreement with **Citrix Systems, Inc. (Citrix)** to extend the term of the current license agreement for an additional three (3) years. This agreement will allow Citrix to provide a

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hybrid model for software, maintenance, and technical support provided on UMMC's existing on-premise Citrix XenDesktop infrastructure. The software and services under this agreement serve as a gateway for UMMC users to access approximately 200 applications used across the institution. This gateway essentially "virtualizes" UMMC's software applications.

**Contractor's Legal Name:** Citrix Systems, Inc.

**History of Contract:** On December 13, 2018, the Board approved the Educational License Agreement with Citrix Systems, Inc. (Citrix) for software license, maintenance, and support services for the Xen Platform Workspace Premium License. On June 20, 2019, the Board approved Amendment One (1) to the Educational License Agreement that allowed UMMC to purchase additional licenses as needed. The term of the agreement remained three (3) years, from December 13, 2018, through December 12, 2021.

**Specific Type of Contract:** This is Amendment Two (2) to the Educational License Agreement.

**Purpose:** The purpose of Amendment Two (2) is to extend the term for an additional three (3) years. The purpose of the agreement is to provide a hybrid model for software, maintenance and technical support provided for UMMC's existing on-premise Citrix XenDesktop infrastructure. This software allows UMMC to virtualizes approximately 200 application used across the institution. The hybrid model consists of both the on-premise license with managed services via the "cloud." The cloud hosted managed services provide the infrastructure or roadmap for virtualization, while the on-premise licenses allow for UMMC's data to remain on servers located at MS ITS. This model allows for a more efficient means of managing the servers that facilitates the roadmap for virtualization.

**Scope of Work:** Under the amended agreement, Citrix will:

- Provide licensing for concurrent users;
- Provide 24x7 access to the technical support;
- Manage problems according to severity;
- Provide work-around solutions or patches to reported software problems using reasonable commercial efforts; and
- Provide updates for software associated with the system.

**Term of Contract:** The term of Amendment Two (2) is three (3) years, from December 13, 2021, through December 12, 2024. The total term of the amended agreement is six (6) years, from December 13, 2018, through December 12, 2024.

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

- In the event of no funds or a reduction of funds;
- In the event UMMC fails to make timely payments;
- Either party may terminate the agreement or a specific service if the other party breaches any of its material obligations under the agreement, and fails to cure within thirty (30) days of receipt of written notice from the non-breaching party;
- Either party may immediately terminate the agreement if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business;
- By Citrix if UMMC violates the applicable rights to use the license or its services;
- By either party in the event Citrix is unable to comply with the warranty provisions under the agreement; and
- By Citrix in the event a third party files an infringement claim and Citrix is unable to procure the right to continue services or provide a replacement for UMMC.

**Contract Amount:** The estimated total cost of Amendment Two (2) is \$2,708,663.10. This cost includes a ten (10%) increase over the total cost to account for any potential increase in licenses during the term of the amendment. The total cost of the amended agreement is \$5,335.513.00.

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

**Contractor Selection Process:** UMMC is currently contracted with Citrix. The Citrix licenses and services provided under this agreement are sold through its authorized reseller MoreDirect, Inc., who is an approved vendor contracted with Vizient, one of UMMC's group purchasing organizations (GPO) pursuant to Miss. Code Ann. § 31-7-13(m)(x).

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

17. **UMMC – APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MOREDIRECT (Digital Network Architecture)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Memorandum of Understanding (MOU) with MoreDirect, Inc. d/b/a Connection (Connection) for Cisco Systems, Inc. (Cisco)

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to provide its Digital Network Architecture (DNA) licenses and Security suites. UMMC currently utilizes Cisco networking equipment throughout the institution. These licenses and products are used on the equipment to make up UMMC's network infrastructure. This MOU will allow UMMC to purchase the needed licenses and services on a subscription basis, which is a more cost effective solution and enhances the overall operations of the network through industry standard enhanced security software on the wireless infrastructure platform. The subscription-based solution will allow UMMC to replace an aging wireless network architecture to adapt to a more mobile workforce.

**Contractor's Legal Name:** More Direct, Inc. d/b/a Connection

**History of Contract:** This is a new MOU with Connection to provide a subscription based licensing solution for the DNA and Security suites. Previously, DNA licenses were purchased individually at the time associated hardware was purchased. The subscription-based licensing solution will provide the software licenses automatically if new equipment is purchased.

On March 19, 2020, the Board approved an agreement for the purchase of DNA licenses and equipment purchase for the expansion of the current network due to the increase demands of telehealth related to COVID-19. The total term of the agreement was three (3) years, from April 1, 2021, through March 31, 2024, with a total cost of \$3,200,000.00.

On June 17, 2021, the Board approved an agreement for the purchase of DNA license and network equipment to expand UMMC's enterprise internet connection. The term of the agreement was three (3) years, from July 1, 2021 through June 30, 2024, with a total cost of \$295,970.18.

In addition to this request, UMMC has submitted for consideration a separate agreement with Connection for Cisco to provide Flex licensing which is unrelated to this request.

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

**Purpose:** The purpose of the MOU is to provide a subscription-based solution for DNA licenses, security licenses, and related services. The subscription model provides the most cost effective solution while enhancing the overall operations of the network through industry standard enhanced security software on the wireless infrastructure platform and provides network analytics solutions. In addition, this gives UMMC the ability to replace an aging wireless network architecture to adapt to a more mobile workforce.

**Scope of Work:** Under the MOU, Cisco will provide a subscription to its DNA and Security suites, as well as provide non-exclusive, non-transferable license to use the object code versions of the DNA and security license and services for UMMC's internal

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operations. In addition, support and maintenance of the licenses are included in the subscription of the license.

**Term of Contract:** The term of the MOU is thirty-six (36) months and seven (7) days, from November 24, 2021, through November 30, 2024.

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

- Exhibit B, Cisco Enterprise Agreement:
  - By either party if the other party materially breaches the EA program terms and does not cure the breach within thirty (30) days of written notice of the breach.
- Exhibit C, Cisco Letter Agreement:
  - 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;
  - Following a permitted transfer, UMMC's license to the software will be automatically terminated; and
  - Failure of Cisco to comply with the federal E-verify provision.
- Exhibit D, Connection Master Services Agreement:
  - By Connection for UMMC's failure to pay;
  - By Connection if it is 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.

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**Contract Amount:** The total cost of the MOU is \$2,190,000.00, which includes current licenses as well as potential future needs. UMMC has included a ten percent (10%) overage to cover potential future needs.

**Funding Source for Contract:** This 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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

18. **UMMC-APPROVAL TO AMEND A LICENSE AGREEMENT WITH INTELLIGENT MEDICAL OBJECTS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into Amendment 2 to the License Agreement with **Intelligent Medical Objects, Inc. (IMO)** to update the license solution to IMO Core, add information security requirements, and extend the term of the agreement. Under the Core solution, UMMC will receive the current Intelligent Problem List (ProblemIT), Problem List Management, Problem-oriented Filtering, Content Management Portal, and Billing code set and data. The ProblemIT and Problem oriented Filtering products assists clinicians by organizing a patient's problems into a clearer, more clinically oriented snapshot of the patient's current overall condition. The Content Management Portal will allow UMMC staff to update the IMO content in its electronic health record, Epic, in a more efficient manner.

**Contractor's Legal Name:** Intelligent Medical Objects, Inc.

**History of Contract:** On January 19, 2017, the Board approved a new license agreement with IMO for the IMO Problem IT Terminology, IMO Procedure IT Surgical Scheduling, and IT IMO Procedure Surgical History software. On February 21, 2019, the Board approved Amendment 1 to the license agreement that removed the Procedure IT Surgical Scheduling product and the IT IMO Procedure Surgical History product, and added Intelligent Problem List (ProblemIT). Additionally, the amendment added insurance and indemnification provisions to the agreement. The term of the amended agreement remained five (5) years, from February 1, 2017, through January 31, 2022. Although the agreement does not expire until January 31, 2022, if UMMC extends

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the license agreement before November 30, 2021, IMO will provide a \$97,274 credit during the first year of the extension.

**Specific Type of Contract:** This is Amendment 2 to the License Agreement.

**Purpose:** The purpose of Amendment 2 is to update the license solution to IMO Core, add information security requirements, and extend the term of the agreement. Under the Core solution UMMC will receive the current Intelligent Problem List (ProblemIT), Problem List Management, Problem-oriented Filtering, Content Management Portal, and Billing code set and data. The ProblemIT and Problem-oriented Filtering products enable clinicians to get a clinically-resonating overview of a patient, minimize redundant entries for patient complaints or problems already documented in the chart, and manage that list of problems more efficiently within an overall clinical context. This tool organizes a patient's problem list into a clearer, more clinically-oriented snapshot of the patient's overall condition. The Content Management Portal will allow UMMC staff to update the IMO content in its electronic health record, Epic, in a more efficient manner.

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

- A non-exclusive, non-transferable license for the IMO Core, including IMP Problem IT Terminology, Problem List Management, Problem-oriented Filtering, Content Management Portal, and Billing code set and data;
- Periodic updates to the licensed software; and
- Implementation for the IMO Product license.

UMMC will:

- Not copy, duplicate, redistribute, loan, rent, retransmit, publish, license, sublicense or otherwise transfer, or commercially exploit the service;
- Not prepare derivative works of the service;
- Not incorporate the service, in whole or part, in any system or work other than UMMC's Epic software;
- Not permit access to the service, or any portion thereof to any third party except the End-User;
- Not reverse engineer, decompile, disassemble, decrypt, translate, alter, adapt or modify the service, in whole or part;
- Not provide or permit access to output of the service to any third party except in connection with performing health care services for patients;
- Not analyze or compare the service, or any portion thereof including, but not limited to any output of the service, with any third party content source, or any portion thereof, for the purposes of augmenting, adapting, or modifying any third party content source;



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- Submit annual the number of annual visits; and
- Provide timely payment of all fees.

**Term of Contract:** The term of Amendment 2 is approximately thirty-one (31) months, from February 1, 2022, through August 23, 2024. The total term of the amended License Agreement is seven (7) years and seven (7) months, from February 1, 2017, through August 23, 2024.

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

- By either party without cause provided sixty (60) days written notice is given to either party;
- Either party may terminate this agreement upon written notice to the other in the event the other party breaches the agreement;
- In the event that IMO becomes bankrupt, goes into receivership, has a trustee appointed to dissolve its assets, or merges with another entity, UMMC may terminate this agreement immediately, and is entitled to use the service for the remainder of the term, in the manner laid out in the agreement, without additional charge.

**Contract Amount:** The cost of Amendment 2 is \$448,287.67. If UMMC executes Amendment 2 prior to November 30, 2021, IMO will provide a credit of \$97,274 during the first year of the extension, for a remaining Amendment 2 cost of \$351,013.67. The total cost of the amended License Agreement is \$792,222.04, after the credit is applied.

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

**Contractor Selection Process:** UMMC is currently contracted with this 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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

19. **UMMC-APPROVAL TO ENTER INTO A STATEMENT OF WORK NO. 3 AND NO. 4 TO THE MASTER SERVICES AGREEMENT WITH KAUFMAN, HALL & ASSOCIATES, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into Statement of Work No. 3 (SOW3) and No. 4 (SOW4) to the Master Services Agreement with **Kaufman, Hall & Associates, LLC (Kaufman Hall)** for support for UMMC's ongoing clinical investment integrated planning.

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**Contractor's Legal Name:** Kaufman, Hall & Associates, LLC

**History of Contract:** On March 3, 2021, UMMC entered into a Master Services Agreement and Statement of Work No. 1 (SOW1) with Kaufman Hall for strategic and financial capacity assessment. As UMMC recently has identified its strategic priorities for the next five (5) years, UMMC contracted with Kaufman Hall to assess UMMC's capital capacity that would serve to establish financial "guardrails" on final selection of any multi-year strategic capital investments. The cost of SOW1 was less than \$250,000 and did not require Board approval. On May 20, 2021, the Board approved SOW2 for assistance in identifying the highest priority clinical expansion investments based on the financial capacity identified under SOW1.

**Specific Type of Contract:** This is a new Statement of Work No. 3 and No. 4 to the existing Master Services Agreement.

**Purpose:** 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.

**Scope of Work:** Under SOW3 and SOW4, Kaufman Hall will provide support for UMMC's ongoing clinical investment integrated planning, which includes:

- SOW3:
  - Analysis of identified strategies;
  - Develop content for Board materials and strategic discussions on key elements of initiatives; and
  - Updating financial projections for UMMC and consolidating key elements of strategies in documents;
- SOW4:
  - Detailed programmatic planning for specific initiatives;
  - Updating volume and financial projections for specific initiatives;
  - Review of alignment alternatives; and
  - Support for management strategy sessions and Board updates.

**Term of Contract:** The total anticipated term of the Master Services Agreement, including all SOW, is one (1) year and approximately one (1) month, from March 3, 2021, through April 30, 2022. The term of the Master Services Agreement extends through the last expiration date of any attached statement of work. The term of SOW3 is November 19, 2021, through December 31, 2021. The term of SOW4 is January 1, 2022, through April 30, 2022.

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

- by agreement of the parties;
- by UMMC immediately in the event Kaufman Hall assigns or transfers its rights under the agreement to a successor to whom UMMC objects;
- by UMMC upon thirty (30) days' written notice with or without cause;
- if Kaufman Hall 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 Kaufman Hall's breach of any of the following ongoing representations and warranties that Kaufman Hall, 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 Kaufman Hall being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
  - if Kaufman Hall is to receive any patients' personal health information, Kaufman Hall represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.
- in the event of a reduction in or no funds available; 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 cost of the Master Services Agreement, including SOW1 through SOW4, is \$1,095,250. There is no cost to the Master Services Agreement. The estimated cost of SOW3 is \$205,300, including professional and administrative fees, as well as potential travel and other expenses. The estimated cost of SOW4 is \$382,950, including professional and administrative fees, as well as potential travel and other expenses.

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

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**Contractor Selection Process:** UMMC is currently contracted with Kaufman Hall.

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

20. **UMMC-APPROVAL TO ENTER INTO A SECURITY SERVICES AGREEMENT WITH MALL SERVICES, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Security Services Agreement with **Mall Services, LLC (MALL)** for the provision of armed security services at the Jackson Medical Mall (Medical Mall), located at 350 Woodrow Wilson Drive, Jackson, MS 39213.

**Contractor's Legal Name:** Mall Services, LLC

**History of Contract:** On November 15, 2018, the Board approved the current service agreement with MALL for security services for a three (3) year term through November 30, 2021.

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

**Purpose:** The purpose of the agreement is to provide armed security guards during clinic operation hours for the safety and security of UMMC patients and staff at the Medical Mall.

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

- Provide appropriately trained security personnel;
- Provide radios and equipment for use by security personnel;
- Maintain shift logs, employee files and other related records; and
- Conduct pre-employment screening of all security personnel.

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

**Termination Options:** Termination options include:

- By either party upon thirty (30) days' written notice;
- In the event of a reduction of funds available to UMMC; and
- Failure by MALL to comply with the federal E-Verify program.

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**Contract Amount:** The total estimated cost of the agreement is \$455,000 over the three (3) year term. The cost is based upon the actual number of hours that security officers man three (3) designated guard stations. The initial hourly rate is \$16.70 with an annual cost increase up to five percent (5%); the estimated number of man-hours per week is 165.

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

**Contractor Selection Process:** MALL, which is owned by the Jackson Medical Mall Foundation, is the current provider of this service for UMMC and other Medical Mall tenants.

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

21. **UMMC-APPROVAL TO AMEND A PURCHASE AGREEMENT WITH MEDTRONIC USA, INC. (Midas Rex, StealthStation, & Fusion)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its Purchase Agreement with **Medtronic USA, Inc. (Medtronic)** to extend the term of the agreement, add information security language and additional products, and revise the returned goods policy. The agreement is to purchase supplies, disposables, and implants to be used in neurosurgical procedures. These supplies include valves, shunt kits, catheters, bur hole covers, and other items for use with Midas Rex drills, StealthStation navigation Systems, and Fusion navigation systems UMMC currently owns.

**Contractor's Legal Name:** Medtronic USA, Inc.

**History of Contract:** On November 15, 2018, the Board approved the three (3) year agreement with Medtronic for supplies, disposables, and implants to be used in neurosurgical procedures. The agreement will expire on December 31, 2021, unless extended.

**Specific Type of Contract:** This is the first amendment to the Purchase Agreement.

**Purpose:** The purpose of the amendment is to to extend the term of the agreement, add information security language and additional products, and revise the returned goods policy. The purpose of the agreement is to purchase neurosurgical implant therapy

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products from Medtronic including, but not limited to, valves, shunt kits, catheters, bur hole covers, and other items for use with Midas Rex drills, StealthStation navigation Systems, and Fusion navigation systems UMMC currently owns.

**Scope of Work:** Under the amended agreement, Medtronic will continue to provide neurosurgical implant therapy products at a discounted rate.

**Term of Contract:** The term of the amended agreement is five (5) years, from January 1, 2019, through December 31, 2023. The original agreement was for a term of three (3) years beginning January 1, 2019. The amendment extends the term for an additional two (2) years through December 31, 2023.

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

- by either party at any time upon a ninety (90) day written notice;
- by UMMC immediately if Medtronic has been debarred or excluded from participating in federal health care programs; and
- failure by Medtronic to comply with the federal E-Verify Program.

**Contract Amount:** The total amended over the extended term is \$3,525,000. The total approved cost of the original agreement was \$2,424,925. The first amendment will add \$1,100,075.

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

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

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

22. **UMMC-APPROVAL TO ENTER INTO A PRODUCT SALE AGREEMENT WITH MEDTRONIC USA, INC. (CryoConsole)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a CryoConsole Product Sale Agreement with Medtronic USA, Inc. (Medtronic) for the purchase of two (2) GenVRoHS 106A3 CryoConsoles used as a safety mechanism to ablate accessory to freeze the accessory pathway without the fear of causing a heart block to the patient. The ability to use cryoablation must be available during each patient's electrophysiology study. UMMC will also trade-in two (2) UMMC-owned Medtronic Gen V Universal 106A3 consoles that are at end of life.

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**Contractor's Legal Name:** Medtronic USA, Inc.

**History of Contract:** This is a new CryoConsole Product Sale Agreement. UMMC previously entered into separate agreements with Medtronic for the purchase of one (1) Gen V Universal 106A3 CryoConsole in 2010, and one (1) Gen V Universal 106A3 CryoConsole in 2014. Each of the 2010 and 2014 agreements were less than \$250,000; therefore, neither required Board approval. Both units of equipment are at end of life and require replacement.

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

**Purpose:** The purpose of this agreement is to purchase two (2) new CryoConsole equipment for use in UMMC's Adult and Children's Catheterization Laboratories at a discounted rate, plus trade-in of two (2) Medtronic GenV Universal 106A3 units. This equipment is used as a safety mechanism to ablate accessory pathways near the atrial ventricular node in the heart. Cryoablations allow for the ability to freeze the accessory pathway without the fear of causing a heart block to the patient. The ability to use cryoablation must be available during each patient's electrophysiology study.

**Scope of Work:** Under the agreement, Medtronic will provide two (2) GenVRoHS 106A3 CryoConsoles to UMMC at a discounted price and install the new consoles at UMMC's location. UMMC will trade-in two (2) UMMC-owned Medtronic consoles that are at end of life.

**Term of Contract:** The term of the agreement is one (1) year and two (2) weeks, from December 1, 2021, through December 14, 2022, which is one (1) year following the expected installation date of the consoles. The anticipated installation date will be on or about two (2) weeks after the effective date of the Agreement.

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

- by either party, immediately, upon written notice if the other party becomes insolvent, files for bankruptcy, or has been debarred or excluded from participating in federal health care programs;
- by the non-breaching party upon thirty (30) days' written notice of breach by a party of a material term if the breach is not cured in the thirty (30) day period;
- by either party for any or no cause upon sixty (60) days' written notice to the other party; and
- by UMMC in the event Medtronic improperly uses or discloses protected health information.

**Contract Amount:** The total estimated cost of the agreement over the one (1) year and two (2) week term is \$300,000. This includes the purchase of the two (2)

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new CryoConsoles, after the pricing discount is applied. UMMC will also receive a \$30,000 credit for the trade-in of the two (2) end of life consoles.

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

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

23. **UMMC-APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MOREDIRECT (Voice over Internet Protocol)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Memorandum of Understanding (MOU) with **MoreDirect, Inc. d/b/a Connection (Connection)** for Cisco Systems, Inc. (Cisco) to provide software and services under its Collaboration Flex Plan for applications including WebEx web-hosted meetings, Voice over IP (VoIP) phone system, instant messaging, and the unified communication contact center. These components make up the unified communication system at UMMC which integrates voice, video, voicemail, and chat functionalities into one (1) platform. The MOU allows UMMC to bundle licensed products for a more cost effective licensing and maintenance structure.

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

**History of Contract:** This is a new MOU for the subscription-based Collaboration Flex Plan for applications including WebEx web-hosted meetings, Voice over IP (VoIP) phone system, instant messaging, and the unified communication contact center. On April 19, 2018, the Board approved a Letter Agreement (LOA) with Cisco for the purchase of hardware and software for UMMC's unified communication system. UMMC previously contracted with Cisco for annual WebEx licenses. The cost of the one (1) year agreements were less than \$250,000 did not require Board approval. The proposed agreement combines licenses and support for applications such as WebEx, Voice over IP (VoIP) phone system, instant messaging, and the unified communication contact center.



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In addition to this request, UMMC has submitted for consideration a separate agreement with Connection for Cisco to provide Digital Network Architecture (DNA) licenses and Security suites, which is unrelated to this request.

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

**Purpose:** The purpose of the MOU is to allow Cisco, through its reseller Connection, to provide the Collaboration Flex Plan. Features of the Flex Plan include license, support, and maintenance for WebEx web-hosted meetings, Voice over IP (VoIP) phone system, instant messaging, and the unified communication contact center. The MOU allows UMMC to bundle the licensed products for a more cost effective licensing structure.

**Scope of Work:** Under the MOU, Cisco will provide the Collaboration Flex Plan. Features of the Flex Plan include license, support, and maintenance for WebEx web-hosted meetings, Voice over IP (VoIP) phone system, instant messaging, and the unified communication contact center.

**Term of Contract:** The term of the Agreement is thirty-six (36) months and seven (7) days, from November 24, 2021, through November 30, 2024.

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

- Exhibit B, Cisco Enterprise Agreement:
  - By either party if the other party materially breaches the EA program terms and does not cure the breach within thirty (30) days of written notice of the breach.
- Exhibit C, Cisco Letter Agreement:
  - 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;
  - Following a permitted transfer, UMMC's license to the software will be automatically terminated; and
  - Failure of Cisco to comply with the federal E-verify provision.
- Exhibit D, Connection Master Services Agreement:
  - By Connection for UMMC's failure to pay;
  - By Connection if it is 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;

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- 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 total cost of the MOU is \$2,150,000.00, which includes current licenses as well as potential future needs. Beginning in year two (2), UMMC has included an additional ten percent (10%) each year to account for potential growth in required licenses.

**Funding Source for Contract:** This contract 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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

24. **UMMC-APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH OBE, LLC D/B/A CUPS AN ESPRESSO CAFE**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a new Lease Agreement with **OBE, LLC d/b/a Cups an Espresso Café (Cups)** for the purpose of providing coffee services to patients, staff, and visitors in the University Hospital and the Kathy and Joe F. Sanderson Tower at Children's of Mississippi.

**Contractor's Legal Name:** OBE, LLC d/b/a Cups an Espresso Café

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**History of Contract:** UMMC currently has coffee shops and kiosks on different parts of its main campus for patients, staff and visitors, which were previously serviced under an agreement with Morrison Management Specialists. On June 17, 2021, the Board approved the current agreement with Morrison, which did not include certain coffee shop locations on UMMC's main campus. In December 2020, Vizient conducted a RFP on UMMC's behalf for Food and Nutrition Services, including a solicitation to local vendors to provide coffee related services in various coffee shop locations on the main campus. UMMC received two (2) responses to the RFP for the coffee shop locations. UMMC awarded different coffee shop locations to both respondents.

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

**Purpose:** The purpose of this Agreement is to lease space to Cups in University Hospital and Kathy and Joe F. Sanderson Tower at Children's of Mississippi to provide coffee services to patients, staff, and visitors.

**Scope of Work:** Under the Agreement, UMMC will:

- Lease the kiosk and coffee areas in the University Hospital and Kathy and Joe F. Sanderson Tower at Children's of Mississippi to Cups for a term of five (5) years;
- Provide use of some of UMMC's equipment currently located in the coffee shop areas;
- Provide utilities to serve the premises;
- Provide Cups with standard signage for the coffee shop areas; and
- Provide maintenance of all building systems and structural components of the building.

Cups agrees to:

- Use the leased space only as described in the agreement;
- Pay a deposit equal to the amount of one (1) month's base rent not less than two (2) weeks prior to the commencement date;
- Abide by all rules and regulations of the building and UMMC campus;
- Supply all necessary insurance for employees and operations as required; and
- Not commit any waste or allow any damage to the leased premises, and be responsible for any damage to the leased premises, reasonable wear and tear excepted.

**Term of Contract:** The term of the agreement is five (5) years, commencing on the earlier of (i) the date Cups opens the premises to the public for business or (ii) sixty (60) days after delivery of possession occurs and expiring sixty (60) months later. The commencement date shall be no later than January 19, 2022.

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

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- Either party shall have the right to terminate the agreement upon 180 days' written notice;
- By UMMC if Cups operations, negligence, acts or omissions result in a nuisance or hazardous environment which is not remedied within five (5) days of UMMC's notice;
- By UMMC if Cups fails to pay the deposit amount;
- By either party in the event of any forfeiture or breach on the part of the other party;
- By UMMC if Cups fails to timely cure grounds of default; and
- By either party if the building is totally or substantially destroyed.

**Contract Amount:** The Lease Agreement is estimated to earn approximately \$333,000 over the five (5) year term. Rent is \$3,500 per month for the Main Coffee Shop in University Hospital and \$1,750 per month for the Children's Coffee Shop in Kathy and Joe F. Sanderson Tower at Children's of Mississippi. Cups will also pay \$1,800 per year per location for use of UMMC's point of sale badge swipe system.

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

**Contractor Selection Process:** In December 2020, Vizient conducted a Request for Proposal (RFP) on behalf of UMMC to solicit proposals for food and nutrition services, including a solicitation to local vendors to provide coffee related services in various coffee shop locations on the main campus. Two (2) proposals were received for the coffee shop locations from Jackson Brew (PJ's) and Cups. UMMC awarded different coffee shop locations to both respondents. Cups was awarded the agreement for the coffee shop location in University Hospital and in the Kathy and Joe F. Sanderson Tower at Children's of Mississippi. PJ's was awarded the agreement for the coffee shop location in UMMC's University Pavilion.

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

25. **UMMC-APPROVAL TO AMEND AGREEMENT WITH OVID TECHNOLOGIES, INC. (Ovid)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend the agreement with Ovid Technologies, Inc. (Ovid) to extend the expiration of the Order forms for the Lippincott Williams & Wilkins (LWW) Total Access Collection journal package. These journals are necessary to support all three missions of UMMC: education, research and healthcare.

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**Contractor's Legal Name:** Ovid Technologies, Inc.

**History of Contract:** On November 15, 2018, the Board approved a three (3) year agreement with Ovid to allow students and faculty access to LWW's Total Access Collection which included over 375 medical and nursing journals.

**Specific Type of Contract:** This is an amendment to the current Order forms.

**Purpose:** The purpose of the amendment is to extend the license access to over 375 medical and nursing journals published by LWW and to access databases on the Ovid platform.

**Scope of Work:** Ovid will provide UMMC with 24/7 access to over 375 medical and nursing journals. Access will be provided via IP access to UMMC faculty, students, and staff and available both on-campus and off-campus. Ovid will provide continuous access to the 2015 contracted content, along with subscribed e-books and databases. The agreement allows for archival and perpetual access, with some limitations, viewing and printing for those journal titles to which UMMC has subscribed individually in past years.

**Term of Contract:** The term of the Master License Agreement began on December 1, 2018, and continues until the expiration of the last effective Order. The term of each Order or Quote is one (1) year; however, UMMC has submitted Orders to extend the original Orders for a total of three (3) years and ten (10) months for Board consideration. The effective date of each subscribed product is based on publication of the journal. Various products under the amended agreement have one year terms that span from November 30, 2018, through August 31, 2025.

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

- By either party upon thirty (30) days' prior written notice if there are no Orders still in effect;
- By either party in the event that one party breaches any term of the Agreement and such breach or default is not cured to the non-breaching party's satisfaction within ten (10) days of the notice; and
- By UMMC upon thirty (30) days written notice in the event of a reduction in funds.

**Contract Amount:** The total estimated cost over the amended term is \$2,250,000.

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

**Contractor Selection Process:** Ovid's database is unique and contains distinct information and/or journals not available from other subscription providers.

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

26. **UMMC-APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH VANDERBILT HEALTH RX SOLUTIONS, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement with **Vanderbilt Health Rx Solutions, LLC (VHRxS)** to support UMMC's specialty pharmacy program, including implementation services, project oversight, and planning of key efforts intended to maintain and grow the program at UMMC.

**Contractor's Legal Name:** **Vanderbilt Health Rx Solutions, LLC**

**History of Contract:** On November 15, 2018, the Board approved an agreement with VHRxS to assist UMMC in establishing a successful specialty pharmacy program at UMMC. The agreement expired on June 30, 2021, upon completion of the final SOW under the agreement. This is a new agreement for ongoing support of the established specialty pharmacy program at UMMC.

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

**Purpose:** The purpose of the agreement is to provide support UMMC's specialty pharmacy program, including implementation services, project oversight, and planning of key efforts intended to maintain and grow the program at UMMC. Specialty pharmacy programs enable health systems to dispense and manage complex, expensive medications for patient populations they serve, delivering better patient service and outcomes, as well as garnering significant revenue for UMMC.

**Scope of Work:** Under the agreement, VHRxS will support UMMC in:

- Financial assistance program implementation;
- CRM implementation assistance;
- Utilization Review Accreditation Commission (URAC) accreditation application;
- Overall program support and growth;
- Access to subject matter experts; and
- Consultant-assisted projects as requested by UMMC.

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**Term of Contract:** The term of the agreement is two (2) years, from December 1, 2021, through November 30, 2023.

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

- By agreement of both parties;
- By UMMC with or without cause upon sixty (60) days' written notice;
- By either party in the event the other party 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 VHRxS's breach of any of the following ongoing representations and warranties that VHRxS, including its employees and agents:
  - is not prohibited from entering into this agreement;
  - is not currently excluded, debarred or otherwise ineligible to participate in any federal healthcare programs or any state healthcare programs;
  - has the knowledge and skill necessary to properly perform its duties and responsibilities;
  - has the right and unrestricted ability to assign the Work Product to UMMC as set forth in Section 9 (including, without limitation, the right to assign any Work Product created by employees or contractors);
  - the Work Product will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law; and
  - all persons employed or engaged by VHRxS to perform the services will be authorized to work in the United States;
- By UMMC upon thirty (30) days written notice in the event of a reduction in funds; and
- In the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days.

**Contract Amount:** The total estimated cost of the agreement over the two (2) year term is \$1,300,000, which includes professional fees, travel, and expenses.

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

**Contractor Selection Process:** VHRxS is an established specialty pharmacy market leader. In December 2017, UMMC entered into a Mutual Cooperation and Affiliation Agreement with Vanderbilt University Medical Center (VUMC) to cooperate and collaborate for the purposes of enhancing the quality of care provided by each parties' respective hospitals and other healthcare operations, while minimizing costs of doing so,

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and ensuring the most appropriate care, in the most appropriate setting, for each patient of both parties. The proposed Services Agreement has evolved from the Mutual Cooperation and Affiliation Agreement, under which the parties are exploring certain services that have mutual benefit for both parties. VHRxS, an established specialty market leader and affiliated partner, is best positioned to assist UMMC in establishing a successful specialty pharmacy program at present.

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

27. **USM-APPROVAL TO ENTER INTO AN AGREEMENT WITH T2 SYSTEMS, INC.**

**Agenda Item Request:** The University of Southern Mississippi requests approval of a new five-year contract with **T2 Systems, Inc.** for a Parking Management system. Additionally, in accordance with IHL Board Policy 707.03 Approval of Prepayment for Goods or Services, USM requests the Board's approval to make the annual payments at the beginning of each fiscal year as required by the contract.

**Contractor's Legal Name:** T2 Systems, Inc.

**History of Contract:** This is a new contract. The services are currently being provided by NuPark, LLC. That contract was approved by the Board in August of 2015.

**Specific Type of Contract:** This will be a new five-year contract with T2 Systems, Inc. for hosted software licensing, professional services for implementation, software maintenance services, equipment purchase, migration of existing parking data, and integration with many third-party products currently being used by the University.

**Purpose:** The purpose of the agreement is to purchase a license for software and equipment to be used to manage the University's parking management processes that will replace our current system, NuPark. The system will interface with the University's ERP financial system, Peoplesoft. The system will provide Parking and Transit Services with permit management, enforcement using mobile LPR cameras, wait listing, event management and appeals A web portal is available for faculty, staff, students, and guests to purchase parking permits, manage accounts, and pay citations. The robust system can offer other functions, but those will not to be purchased or implemented at this time. The software is a cloud-based solution that is accessible anywhere in the world via internet service.



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**Scope of Work:** The scope of work for this agreement will include the supplier providing product license and integration of various modular elements, implementation services, data management, and maintenance and technical support for the system.

**Term of Contract:** The term of this contract is five (5) years. Start date: December 1, 2021. End date: November 30, 2026.

**Termination Options:**

In the event that there are no Addenda in effect, either party may terminate the Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.

Each Addendum may be terminated according to its terms and the terms of the Agreement.

Customer may terminate the Subscriptions granted in the Addendum, any Technical Support, Professional Services, and Hosting Services by notice of non-renewal given in accordance with Section 9(a) or by notice given in accordance with the provisions of the Agreement.

Either party may terminate the Agreement or any Addendum if the other party breaches any of its representations or warranties, or any other material obligation under the Agreement or the applicable Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 shall also have the right to suspend performance of all or any of the Services under an Addendum, without liability, pending the rectification of any breach by Customer.

Either party may terminate the Agreement or any Addendum, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party.

If an Event of Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party. In the event such inability to perform shall continue longer than sixty (60) days, the party which has received or which was entitled to receive notice may terminate the Agreement by notice to the other party without further liability, expense, or cost of any kind.

Customer may terminate the Subscriptions granted in the Addenda, any Technical Support, Professional Services, and Hosting Services in accordance with the provisions of the Agreement.

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Under the Flex® Software Subscription Addendum, T2 Systems may terminate the Subscriptions granted in the Addendum and any support under Section 7 by notice of non-renewal given in accordance with Section 9(a), by termination as provided in Section 8 or upon fifteen (15) days prior written notice in the event Customer uses the Software in a manner not permitted under the Addendum.

Under the DIGITAL IRIS Addendum, Customer access to the Digital Iris Services granted pursuant to the Addendum may be terminated by T2C upon thirty (30) days' prior written notice in the event Customer fails to make any payments of Fees when due under the Addendum. Also, either party may terminate the Addendum if the other party breaches any of its representations or warranties, or any other material obligation under the Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. In addition, Customer may, upon written notice to T2C terminate (i) the Wireless Data Services and/or (ii) any of the individual Digital Iris Services excluding Software Maintenance Services, if T2C breaches any of its obligations in respect of the terminated Addendum Services and fails to cure such breach within thirty (30) days after receipt of a written request from Customer to do so.

Under the T2 Logan Parks Equipment Purchase and Installation Addendum, either party may, without liability, cost or penalty, terminate the Addendum on 60 days' written notice to the other where such other party neglects or fails to perform or observe any material term or obligation of the Addendum and such failure has not been cured within 30 days of written notice being provided to such other party.

Under the Fixed-Mobile LPR Solution Addendum, either party may terminate the Addendum without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received, and either party may terminate the Addendum if the other party breaches any material obligation under the Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party.

Under the Retrieval of Vehicle Registrations (RoVR) Addendum, either party may terminate this Addendum by providing thirty (30) days' written notice to the other party following the initial Term for which the Addendum is in place, but the Addendum shall contemporaneously terminate with the Agreement if not terminated prior to that time.

Under the Non-Public Data Owned by the State of Mississippi attachment, if T2 Systems fails to keep in effect at all times the insurance coverage required by this provision, the State may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

**Contract Amount:** Total amount of the contract for the five (5) year period will be \$347,325.23. This will include all product licenses, equipment, hosting, and support costs. These costs are broken down as: one time implementation, equipment, and travel

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costs of \$97,891.20. Recurring annual costs for licensing, hosting, and support with a 5-year total of \$249,434.03. 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.

**Funding Source for Contract:** The contract will be funded by auxiliary funds from Parking and Transit Services.

**Contractor Selection Process:** The vendor was selected via the University's standard Request for Proposal (RFP) process. The Parking Management RFP was published March 22<sup>nd</sup> and opened April 9<sup>th</sup> after receiving ITS approval totaling \$684,165.71 (CP-1 202101041 for \$549,499.30, and CP-1 20210417 for \$134,666.41). The RFP review and scoring process was followed as documented in the RFP by review committee members for the three bids received.

Based on the scoring, the vendor that met the requirements and had the lowest annual cost was T2 Systems. The other two vendors did not meet all the requirements and were higher in annual cost than T2 over the five-year period.

The review team met to discuss the results and identify any items that needed clarification. At that point the focus was on one leading vendor, T2. The review team completed reference calls to various colleges that currently use the T2 Flex product. The Flex product was highly recommended as T2 has extensive experience in higher education, and over 27 years of experience in the industry. Mississippi State and LSU are currently using this product. This vendor was clearly the lowest cost and was highly qualified to meet the University's requirements now and, in the future, as new functions are implemented.

The vendors were evaluated on the following criteria: meeting the RFP requirements, cost, service level agreement, references, and proposed delivery schedule and project plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. JSU – GS 103-306 – COLLEGE OF EDUCATION & J.Y. WOODARD ROOF REPLACEMENT**

**Project Request:** Jackson State University requests approval to initiate a project, College of Education & J.Y. Woodard Replacement, and to appoint Vernell Barnes Architect, PLLC as the design professional.

**Proposed Project Professional:** Vernell Barnes Architect, PLLC

**Selection Method:** The project budget is not anticipated to exceed \$3M therefore it is not required that the university use the RFQ method for the selection of the design professional. However, JSU opted to use the RFQ method for selecting the design professional.

**Purpose:** Jackson State University is seeking to initiate the project and appoint the design professional as required by Board Policy. This will allow the university to proceed with the design of the project.

**Project Scope:** The roofs for the College of Education (COE) building (27,105 SF) and J.Y. Woodard building (22,994 SF) have both passed their life expectancy and need replacement. The COE roof is approximately 21 years old and J.Y. Woodard, is approximately 26 years old. Although both roofs have been generally maintained and were in fair to good condition, based on the CJC Roof Survey Report (GS#503-117) completed in 2011, natural deterioration has occurred.

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Both facilities serve as academic facilities, housing classrooms, laboratories, and office spaces; they are critical to the long-range academic plan for Jackson State University.

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

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

**Date of Original Construction:** 1972 (Joseph H. Jackson, College of Education Building); 1969 (J.Y. Woodard Building)

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

**Proposed Project Budget:**

		<u>Estimated</u>
Construction Cost:	\$	875,000.00
Architectural and Engineering Fees:		70,000.00
Misc. Project Costs:		100,000.00
Furniture & Equipment Costs:		0.00
Contingency:		<u>55,000.00</u>
<b>Total Project Budget</b>	<b>\$</b>	<b>1,100,000.00</b>

**Proposed Funding Source(s):** SB 3065, Laws of 2019 (\$1,000,000); HB 1649, Laws of 2018 (\$100,000)

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

**IHL PROJECTS .....**

**2. ASU – IHL 201-256 – MDOT TRANSPORTATION ALTERNATIVES PROJECT**

**Project Request:** Alcorn State University requests approval to appoint WGK, Inc. as the design professional.

**Proposed Project Professional:** WGK, Inc.

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**Selection Method:** The project budget is not anticipated to exceed \$3M therefore it is not required that the university use the RFQ method for the selection of the design professional. However, three firms were considered for the project utilizing MDOT's small purchase procedures for professional selection.

**Purpose:** Alcorn State University is seeking to appoint the design professional as required by Board Policy. This will allow the university to proceed with the design of the project. This project is funded through the Federal Transportation Alternatives Grant with a local 20% match.

**Project Scope:** The project will provide improvements to the bicycle trail including paving, lighting, and other improvements.

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

**Project Initiation Date:** April 15, 2021

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

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

**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 1,400,000.00
Architectural and Engineering Fees:	150,000.00
Misc. Project Costs:	42,160.56
Furniture & Equipment Costs:	0.00
Contingency:	<u>69,224.37</u>
<b>Total Project Budget</b>	<b>\$ 1,661,384.93</b>

**Proposed Funding Source(s):** Federal Transportation Alternatives Grant Funds (\$1,384,487.44); University Plant Funds (\$276,897.49)

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



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

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

**3. MVSU – GS 106-269 – JACOB ARON STUDENT UNION EXPANSION AND  
RENOVATION**

**Project Request:** Mississippi Valley State University is requesting approval to increase the project budget from a pre-planning budget of \$375,000 to a construction budget of \$19,755,000 for an increase in the amount of \$19,380,000. In addition, MVSU requests approval to add HB 1730, Laws of 2020 as a funding source for the project.

**Current Project Phase:** Design Phase

**Design Professional:** McCarty Architects

**General Contractor:** TBD

**Purpose/Justification:** The purpose of this request is to increase the project budget to include all the funding provided by the Legislature in both the 2019 and 2020 Legislative Session. This budget increase will allow the university to complete the renovation of the current Jacob Aron Student Union. The university previously completed pre-planning for the project and the additional funding added to the project will allow the university to proceed from the design phase into the construction phase of the project.

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

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

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

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**Proposed Project Budget:**

	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Amount (+/-)</b>
Construction Costs	\$ 0.00	\$ 14,902,135.00	\$ 14,902,135.00
Architectural and Engineering Fees	\$ 375,000.00	\$ 1,237,687.00	\$ 862,687.00
Miscellaneous Project Costs	\$ 0.00	\$ 2,870,071.00	\$ 2,870,071.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 0.00	\$ 745,107.00	\$ 745,107.00
<b>Total Project Budget</b>	<b>\$ 375,000.00</b>	<b>\$ 19,755,000.00</b>	<b>\$ 19,380,000.00</b>

**Proposed Funding Source(s):** SB 3065, Laws of 2019 (\$6,320,000); HB 1730, Laws of 2020 (\$13,435,000)

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

**APPROVAL OF OTHER REAL ESTATE REQUESTS**

**4. MSU – WALKER ENGINEERING ANNEX RENOVATION - APPROVAL OF EXTERIOR DESIGN**

**Project Request:** Mississippi State University requests approval of the exterior design for the Walker Engineering Annex Renovation.

**Design Professional:** Cook Douglass Farr Lemons Architects + Engineers, P.A.

**Purpose:** Mississippi State University is seeking approval of the exterior rendering for the Walker Engineering Annex Renovation as required by board policy.

**Project Scope:** This project is funded by the MSU Foundation. The project will involve the creation of a new Student Engineering Center for the Bagley College of Engineering. A portion of this project will be located in a renovated existing historic structure known as the “Materials Testing Laboratory”. The existing building is a two (2) story brick building originally constructed in 1906. The existing building will be comprised of a new Maker Space on the ground floor with office and meeting spaces on the new second floor. An addition will be constructed to the rear of the existing

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building. The new addition will house modern facilities required in an academic facility such as an elevator, fire stairs, restroom with ADA fixtures, a break area, and a new mechanical, electrical, and telecommunications building. The existing paved area between Walker Hall and McCain Hall will be paved with campus standard brick and concrete paving.

Mississippi State University is acting in accordance with Board Policy §904(A), Board Approval, that requires the Board to approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project.

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

**Front of Walker Engineering Annex:**



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**5. MSU – APPROVAL OF EXCHANGE OF LAND BETWEEN MSU AND CLAYTON VILLAGE WATER ASSOCIATION**

**Project Request:** Mississippi State University requests approval to convey a 0.9 +/- acre tract of land on East Lee Boulevard in Oktibbeha County to Clayton Village Water Association (CVWA) in exchange for CVWA conveying to MSU an equivalent size tract of land on Montgomery Hill Road immediately adjacent to the MSU campus in Oktibbeha County, Mississippi.

**Purpose:** MSU desires to exchange tracts of unimproved land with CVWA because the property MSU will acquire from CVWA is closer in proximity to the central part of MSU's Starkville campus than the property MSU will convey to CVWA, which will allow for contiguous development as future needs arise. Furthermore, CVWA intended to construct a water tower on the tract of land that it currently owns adjacent to the MSU campus, which could impede the future growth path of the University and present aesthetic and logistical challenges for MSU in the future if a water tower is erected on the site.

**Appraisals:** Mississippi State University received two independent property appraisals for the property to be acquired and two independent property appraisals for the property to be conveyed to CVWA. The first appraisal for the property on East Lee Blvd that MSU currently owns and seeks to convey was in the amount of \$80,000. The second appraisal for the East Lee Blvd property was in the amount of \$75,000. The average of the two appraisals for the East Lee Blvd property that MSU is seeking to convey was \$77,500.

Mississippi State University is seeking to acquire the Montgomery Hill property owned by Clayton Village Water Association. The first appraisal for the property on Montgomery Hill that MSU seeks to acquire was in the amount of \$80,000. The second appraisal for the Montgomery Hill property was in the amount of \$75,000. The average of the two appraisals for the Montgomery Hill property that MSU is seeking to acquire was \$77,500.

Both properties in this proposed land exchange are 0.9-acre tracts of land and both tracts of land appraise for the same value. Therefore, MSU is compliance with Board Policy that requires the sale price of property shall not be below the average of the two appraisals and that the purchase price of the property shall not exceed the average of the two appraisals.

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**Property Description:** The property descriptions for the properties to be exchanged are listed below:

Clayton Village Water Association to Convey to MSU – Parcel #117O-36-003.00:

This property is a 0.91-acre tract of land on the west side of Montgomery Hill Road and commences at a concrete monument with a brass disk located at the SW Corner of the SE ¼ of the SW ¼ of Section 36, Township 19 North, Range 14 East, Oktibbeha County, Mississippi.

MSU to Convey to Clayton Village Water Association – Parcel #117P-36-002.00:

This property is a 0.92-acre tract of land on the West side of East Lee Blvd. and commences at an angle iron found at the NE Corner of the NE ¼ of the SE ¼ and the SE ¼ of the SE ¼ of Section 36, Township 19 North, Range 14 East, Oktibbeha County, Mississippi.

**Terms:** MSU seeks to exchange .9 +/- acre of real property at no cost to either party. Closing will take place on or before December 31, 2021. Within thirty (30) days after full execution of the contract, each party shall provide the other at their own expense a certificate of title from an attorney whose title opinions are accepted by a title insurance company acceptable to the other. Conveyances shall be by special warranty deed. Each party shall prepare its deed and shall submit same to the other party for approval not less than seven (7) days prior to closing. The parties agree that certain easements are necessary for each party to have the full and complete enjoyment of their respective parcels of land for their intended purposes.

The parties agree to execute a right of first refusal at closing for the parcel of land they are receiving. Should either party desire to sell the parcel of land they are receiving, the right of first refusal will allow the other party the first option to purchase the respective parcel of land for the then current appraised value

**Termination Options:** MSU may terminate the contract in the event:

- CVWA breaches the exchange agreement,
- MSU is unable to obtain or receive title insurance, a satisfactory inspection report or a satisfactory Phase I environmental report, or
- a title defect is discovered prior to closing.

**Environmental Phase I:** A Phase I Environmental Site Assessment (ESA) is required for the acquisition of property. The Phase I report was performed on the 0.91-acre tract of land located between Montgomery Hill Road and George Perry Street that MSU would acquire from the Clayton Village Water Association. No recognized environmental conditions were identified in connection with the subject property.

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A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. Mississippi State University is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sale price of property shall not be below the average of the two appraisals. The purchase price of the property shall not exceed the average of the two appraisals.

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

**6. MSU – APPROVAL OF PURCHASE OF PROPERTY FROM  
VANLANDINGHAM COMPANY, LLC – 3.28 ACRE TRACT OF LAND –  
10944 HIGHWAY 182 EAST – OKTIBBEHA COUNTY, MS**

**Project Request:** Mississippi State University requests approval to purchase a 3.28-acre tract of land located adjacent to the MSU campus in Oktibbeha County, Mississippi from VanLandingham Company, LLC for a sale price of \$1,800,000.

**Purpose:** MSU desires to purchase this property to protect the natural growth path for the Institution. This will allow future development and ensure the property is available at the time of future needs. Furthermore, if another party were to purchase this land, the University could be faced with undesirable development adjacent to campus.

**Appraisals:** Mississippi State University received two independent property appraisals for the property. The first appraisal was in the amount of \$1,670,000. The second appraisal was in the amount of \$2,000,000. The average of the two appraisals was \$1,835,500. Mississippi State University is purchasing the property for \$1,800,000 which is below the average of the two appraisals as required by Board Policy §905(A)

**Property Description:** The subject property, as referenced above, is located on Lots 3 and 4 of R.H. Means Subdivision of all that part of North  $\frac{3}{4}$  of East  $\frac{1}{2}$  of SW  $\frac{1}{4}$  of Section 36, Township 19 North, Range 14 East, lying South of U.S. Highway 82. The subject property is located at 10944 MS Highway 182, Oktibbeha County, Mississippi and consists of 3.28 acres +/-.

The subject improvements on the property include a single-family residence and an auxiliary structure that serves as a guest house. The residence is approximately 4,800 GSF and contains 3 bedrooms, 3 full baths, and 2 half baths along with a kitchen,

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dining room, living room, family room and sunroom. The guest house is approximately 1,000 GSF and contains a bedroom, living room, and a bath.

**Terms:** The closing date shall be on or before, December 31, 2021, or as otherwise mutually agreed upon in writing by the parties involved. All special assessments, taxes, and other like governmental fees which are assessed for the calendar year of the closing date shall be paid in full by the Seller. Seller shall furnish the Warranty Deed from a reputable attorney with a property description and a Certificate of Title to the date and time of closing.

**Termination Options:** MSU may terminate the contract in the event:

- the property is materially damaged prior to closing,
- the Seller breaches the purchase agreement,
- MSU is unable to obtain or receive title insurance, a satisfactory inspection report or a satisfactory Phase I environmental report, or
- a title defect is discovered prior to closing.

**Environmental Phase I:** A Phase I Environmental Site Assessment (ESA) is required for the acquisition of property. The Phase I report was performed on the 3.28-acre tract of land located at 10944, Highway 182, Starkville, MS. No recognized environmental conditions were identified in connection with the subject property. However, the approximately 4,500 square foot house that sits on the property had the presence of asbestos and led based paint found during the field inspection. MSU will have to hire an abatement company to remove the asbestos and led based paint in accordance with proper guidelines before demolishing this property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University Southern Mississippi is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sale price of property shall not be below the average of the two appraisals.

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

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**7. UM – APPROVAL OF TERMINATION OF A LEASE BETWEEN IHL AND KAPPA ALPHA THETA FRATERNITY, INC.**

**Project Request:** The University of Mississippi (“UM”) requests that the Board of Trustees of State Institutions of Higher Learning (“IHL”) approve the termination of a lease between IHL and Kappa Alpha Theta Fraternity, Inc., successor-in-interest to Epsilon Zeta House Corporation of Kappa Alpha Theta.

**Purpose:** Because the Epsilon Zeta Chapter of Kappa Alpha Theta Fraternity, Inc. ceased its chapter operations on UM’s campus in December 2018, the house corporation affiliated with the sorority – the KAT House Corporation – was dissolved. Before its dissolution, the KAT House Corporation assigned and conveyed all of its rights, title and interest in its primary lease with the IHL to KAT, the national fraternity with which the Epsilon Zeta Chapter and the KAT House Corporation are affiliated. UM requests that the primary lease between IHL and KAT be terminated so that IHL can enter into a new lease with Alpha Chi Omega National Housing Corporation (Alpha Chi) which will allow it to establish a chapter on UM’s Oxford campus.

**Justification:** This is a termination of the lease for a residential facility on sorority lot #252 on the University of Mississippi’s Oxford campus that was erected on May 21, 1979, by the Epsilon Zeta House Corporation of Kappa Alpha Theta (“the KAT House Corporation”). The primary lease between the IHL/UM and KAT (assignee of the KAT House Corporation) is for a fifty-year term, from May 21, 1979, to May 20, 2029. The primary lease contains an option to renew the lease for an additional twenty-five years, thereby extending the lease term to year 2054, if the option is exercised. The assignment and assumption of lease that the IHL previously approved between the KAT House Corporation and KAT is permanent and has no term. There is a sublease in effect between KAT and Tau of Chi Omega Fraternity House Corporation (“Chi Omega”) through May 31, 2022. UM has also submitted for IHL approval at the November 2021 Board meeting: (1) a new lease with Alpha Chi and (2) a new sublease between Alpha Chi and Chi Omega. *(See Real Estate Consent Agenda Items #9 and #10)*

**History:** On May 21, 1979, Epsilon Zeta House Corporation of Kappa Alpha Theta (“the KAT House Corporation”) and the IHL/UM entered into a lease for sorority lot #252 on the University of Mississippi’s Oxford campus. The KAT House Corporation erected a sorority residential facility on the lot. In December 2018, the Epsilon Zeta Chapter of KAT closed its chapter operations at UM. As of May 12, 2019, the sorority residential facility was unoccupied. In May 2019, UM sought and obtained IHL approval of: (i) an assignment and assumption of the lease between KAT House Corporation and KAT, and (ii) a sublease between KAT and the Delta Rho Chapter House Association of Kappa Kappa Gamma/Fraternity (“KKG House Association”).



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The sublease between KAT and KKG House Association expired June 30, 2020. On April 15, 2021, Commissioner Alfred Rankins, Jr. approved the Sublease Agreement between KAT and Chi Omega. The sublease between KAT and Chi Omega expires May 31, 2022.

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

**8. UM – APPROVAL OF TERMINATION OF A SUBLEASE BETWEEN KAPPA ALPHA THETA FRATERNITY, INC., AND TAU OF CHI OMEGA FRATERNITY HOUSE CORPORATION**

**Project Request:** The University of Mississippi (“UM”) requests that the Board of Trustees of State Institutions of Higher Learning (“IHL”) approve the termination of the sublease between Kappa Alpha Theta Fraternity, Inc. (“KAT”) and Tau of Chi Omega Fraternity House Corporation (“Chi Omega”) and authorize the University Chancellor to execute the Prime Landlord’s Consent on behalf of the Board of Trustees of State Institutions of Higher Learning.

**Purpose:** Because the Epsilon Zeta Chapter of Kappa Alpha Theta Fraternity, Inc. ceased its chapter operations on UM’s campus in December 2018, the house corporation affiliated with the sorority – the KAT House Corporation – was dissolved. Before its dissolution, the KAT House Corporation assigned and conveyed all of its rights, title and interest in its primary lease with the IHL to KAT, the national fraternity with which the Epsilon Zeta Chapter and the KAT House Corporation are affiliated. Because the sorority residential facility was vacant, the KAT House Corporation (through its assignee KAT) subleased the facility to Chi Omega. The IHL’s approval of the Assignment and Assumption of Lease and the Sublease was necessary because the primary lease between the KAT House Corporation and the IHL expressly provided that the KAT House Corporation may not sublease the property, or sell, assign, or mortgage the leasehold estate to any person, corporation, society, or body without the consent of the IHL in writing. Now that UM has requested the termination of the lease between IHL and KAT and a new lease with Alpha Chi Omega Housing Corporation (“Alpha Chi”), UM requests that the sublease between KAT and Chi Omega be terminated. UM has also requested IHL approval for a new sublease between Alpha Chi and Chi Omega.

**Justification:** This is a termination of the lease for a residential facility on sorority lot #252 on the University of Mississippi’s Oxford campus that was erected on May 21, 1979, by the Epsilon Zeta House Corporation of Kappa Alpha Theta (“the KAT House Corporation”). The primary lease between the IHL/UM and KAT (assignee of the KAT House Corporation) is for a fifty-year term, from May 21, 1979, to May 20,

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2029. The primary lease contains an option to renew the lease for an additional twenty-five years, thereby extending the lease term to year 2054, if the option is exercised. The assignment and assumption of lease that the IHL previously approved between the KAT House Corporation and KAT is permanent and has no term. There is a sublease in effect between KAT and Tau of Chi Omega Fraternity House Corporation (“Chi Omega”) through May 31, 2022. UM has also submitted for IHL approval at the November 2021 Board meeting: (1) a new lease with Alpha Chi and (2) a new sublease between Alpha Chi and Chi Omega. *(See Real Estate Consent Agenda Items #9 and #10)*

**History:** On May 21, 1979, Epsilon Zeta House Corporation of Kappa Alpha Theta (“the KAT House Corporation”) and the IHL/UM entered into a lease for sorority lot #252 on the University of Mississippi’s Oxford campus. The KAT House Corporation erected a sorority residential facility on the lot. In December 2018, the Epsilon Zeta Chapter of KAT closed its chapter operations at UM. As of May 12, 2019, the sorority residential facility was unoccupied. In May 2019, UM sought and obtained IHL approval of: (i) an assignment and assumption of the lease between KAT House Corporation and KAT, and (ii) a sublease between KAT and the Delta Rho Chapter House Association of Kappa Kappa Gamma/Fraternity (“KKG House Association”). The sublease between KAT and KKG House Association expired June 30, 2020. On April 15, 2021, Commissioner Alfred Rankins, Jr. approved the Sublease Agreement between KAT and Chi Omega. The sublease between KAT and Chi Omega expires May 31, 2022.

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

**9. UM – APPROVAL OF A LEASE BETWEEN UM/IHL AND ALPHA CHI OMEGA NATIONAL HOUSING CORPORATION**

**Project Request:** The University of Mississippi (“UM”) requests that the Board of Trustees of State Institutions of Higher Learning (“IHL”) approve a lease between IHL/UM and Alpha Chi Omega National Housing Corporation (the “House Corporation”)

**Terms:** The terms of the lease will be for fifty (50) years for Lot #252 from December 1, 2021, to December 21, 2071.

**Termination Options:** The IHL/UM may terminate the lease with the House Corporation if its (50) fifty-year term expires, and the lease is not renewed. UM may also terminate the lease for breach of any of the express conditions listed. These express conditions include building specifications, use of the building, building

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improvements, running of and paying for utilities, maintenance of buildings and grounds, and building insurance.

**History:** On May 21, 1979, Epsilon Zeta House Corporation of Kappa Alpha Theta (“the KAT House Corporation”) and the IHL/UM entered into a lease for sorority lot #252 on the University of Mississippi’s Oxford campus. The KAT House Corporation erected a sorority residential facility on the lot. In December 2018, the Epsilon Zeta Chapter of KAT closed its chapter operations at UM. As of May 12, 2019, the sorority residential facility was unoccupied. In May 2019, UM sought and obtained IHL approval of: (i) an assignment and assumption of the lease between KAT House Corporation and KAT, and (ii) a sublease between KAT and the Delta Rho Chapter House Association of Kappa Kappa Gamma/Fraternity (“KKG House Association”). The sublease between KAT and KKG House Association expired June 30, 2020. On April 15, 2021, Commissioner Alfred Rankins, Jr. approved the Sublease Agreement between KAT and Tau of Chi Omega Fraternity House Corporation (“Chi Omega”). The sublease between KAT and Chi Omega expires May 31, 2022. A second sublease between KAT and Chi Omega extending the term was approved by IHL during the August 2021 Board meeting. However, the second sublease has not been executed. UM has requested IHL approval for the termination of the lease between IHL and KAT and the termination of the sublease between KAT and Chi Omega. UM has also submitted for IHL approval at the November meeting a new sublease between Alpha Chi Omega Housing Corporation and Chi Omega.

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

**10. UM – APPROVAL OF A SUBLEASE BETWEEN ALPHA CHI OMEGA NATIONAL HOUSING CORPORATION AND TAU OF CHI OMEGA FRATERNITY HOUSE CORPORATION AND AUTHORITY TO SIGN PRIME LANDLORD’S CONSENT**

**Project Request:** The University of Mississippi (“UM”) requests that the Board of Trustees of State Institutions of Higher Learning (“IHL”) approve a sublease between Alpha Chi Omega National Housing Corporation (“Alpha Chi”) and Tau of Chi Omega Fraternity House Corporation (“Chi Omega”) and authorize the University Chancellor to execute the Prime Landlord’s Consent on behalf of the Board of Trustees of State Institutions of Higher Learning.

**Purpose:** Because the Epsilon Zeta Chapter of Kappa Alpha Theta Fraternity, Inc. ceased its chapter operations on UM’s campus in December 2018, the house corporation affiliated with the sorority – Epsilon Zeta House Corporation of Kappa

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Alpha Theta (“KAT House Corporation”) – was dissolved. Before its dissolution, the KAT House Corporation assigned and conveyed all of its rights, title and interest in its primary lease with the IHL to Kappa Alpha Theta Fraternity, Inc. (“KAT”), the national fraternity with which the Epsilon Zeta Chapter and the KAT House Corporation are affiliated. Because the sorority residential facility was vacant, the KAT House Corporation (through its assignee KAT) subleased the facility to Chi Omega. The IHL’s approval of the Assignment and Assumption of Lease and the Sublease was necessary because the primary lease between the KAT House Corporation and the IHL expressly provided that the KAT House Corporation may not sublease the property, or sell, assign, or mortgage the leasehold estate to any person, corporation, society, or body without the consent of the IHL in writing. Now that UM has requested the termination of the lease between IHL and KAT and approval of a new lease with Alpha Chi Omega Housing Corporation (“Alpha Chi”), UM has also requested that the sublease between KAT and Chi Omega be terminated. UM also requests IHL approval for a new sublease between Alpha Chi and Chi Omega.

**Terms:** This is a sublease for a residential facility on sorority lot #252 on the University of Mississippi’s Oxford campus that was erected on May 21, 1979 by the Epsilon Zeta House Corporation of Kappa Alpha Theta (“the KAT House Corporation”). The primary lease between the IHL/UM and Alpha Chi will be for a fifty-year term, from December 1, 2021, to December 31, 2071. The primary lease between the IHL/UM and Alpha Chi imposes an annual \$50 lease payment to UM. The term of the sublease between Alpha Chi and Chi Omega is for a term from December 1, 2021, to December 31, 2022, with an option to extend up to five additional months. The base rent under the sublease between Alpha Chi and Chi Omega is monthly rental amount of \$13,500.00 from December 1, 2021, to May 31, 2022, and monthly rental amount of \$10,000.00 from June 1, 2022, to December 31, 2022, and for each of the five months following the initial term if needed.

**Termination Options:** The IHL/UM may terminate the primary lease with Alpha Chi if its initial fifty (50) year term expires and the lease is not renewed. UM may also terminate the primary lease for breach of any of the express conditions listed. These express conditions include building specifications, use of the building, building improvements, running of and paying for utilities, maintenance of building and grounds, and building insurance. The sublease between Alpha Chi and Chi Omega may be terminated for the non-payment of rent or if one of the other conditions specified in the sublease is triggered such as failure of Chi Omega, as subtenant, to observe or perform any provision of sublease within 30 days of notice, abandonment of the leased premises, involuntary petition in bankruptcy, or attachment, execution or other judicial seizure of Chi Omega’s assets or interest in sublease, or if Chi Omega admits its inability to pay generally its debts, damage and destruction, eminent domain, non-availability of funds for UM to care for and maintain the property, force

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majeure, or if UM's consent has not been obtained by the thirtieth (30th) day after the mutual execution and delivery of the sublease.

**History:** On May 21, 1979, Epsilon Zeta House Corporation of Kappa Alpha Theta ("the KAT House Corporation") and the IHL/UM entered into a lease for sorority lot #252 on the University of Mississippi's Oxford campus. The KAT House Corporation erected a sorority residential facility on the lot. In December 2018, the Epsilon Zeta Chapter of KAT closed its chapter operations at UM. As of May 12, 2019, the sorority residential facility was unoccupied. In May 2019, UM sought and obtained IHL approval of: (i) an assignment and assumption of the lease between KAT House Corporation and KAT, and (ii) a sublease between KAT and the Delta Rho Chapter House Association of Kappa Kappa Gamma/Fraternity ("KKG House Association"). The sublease between KAT and KKG House Association expired June 30, 2020. On April 15, 2021, Commissioner Alfred Rankins, Jr. approved the Sublease Agreement between KAT and Chi Omega. The sublease between KAT and Chi Omega expires May 31, 2022. A second sublease between KAT and Chi Omega extending the term was approved by IHL during the August 2021 Board meeting. However, the second sublease has not been executed.

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

**11. UMMC – APPROVAL OF PURCHASE OF PROPERTY FROM KERIOTH REALTY COMPANY, LLC – 36 ACRE TRACT OF LAND – MADISON COUNTY, MS**

**Project Request:** The University of Mississippi Medical Center requests approval to purchase a 36-acre tract of land located in Madison County, Mississippi from Kerioth Realty Company, LLC for a sale price of \$14,253,045.

**Purpose:** As previously discussed with the Board, surgical capacity at the UMMC main campus is quite limited, which also constrains teaching opportunities. The proposed purchase will allow UMMC the opportunity to develop the property as a means to increase academic opportunities for students and trainees (physician residents and fellows) in facilities with healthcare settings that more closely match those of the providers in which many will eventually be employed, outside the academic medical center (AMC) setting.

**Appraisals:** The University of Mississippi Medical Center received two independent property appraisals for the property. The first appraisal was in the amount of \$14,300,000. The second appraisal was in the amount of \$15,040,000. The average

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of the two appraisals was \$14,670,000. The University of Mississippi Medical Center is purchasing the property for \$14,253,045.00 which is equal to or less than the average of the two appraisals as required by Board Policy §905(A).

**Property Description:** The subject property is an approximately 36-acre tract of land located in the northwest quadrant of the intersection of Colony Park Blvd. and I-55 North Frontage Road in Ridgeland, Mississippi.

**Terms:** The University of Mississippi Medical Center will purchase the property for approximately \$14,253,045.00. The closing date is proposed to be on or before January 6, 2022.

**Termination Options:** If the findings during the due diligence period are unsatisfactory to UMMC for any reason or no reason in UMMC's sole and absolute discretion, if UMMC is unsatisfied with the related agreements anticipated between Kerioth and the entity from whom Kerioth is purchasing the land, or if the conditions precedent are not met, UMMC shall have the right to terminate this agreement at any time prior to closing by giving written notice to Kerioth.

**Environmental Phase I:** A Phase I Environmental Site Assessment (ESA) is required for the acquisition of property. A Phase I Environmental Site Assessment (ESA) has been conducted on the property listed above. Based on site inspection, current and past land use history, adjacent property inspections and record review, no recognized environmental conditions are evident at the subject property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University Mississippi Medical Center is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The sale price of property shall not be below the average of the two appraisals.

***Staff Recommendation: Pending the Attorney General's Office review of this item for compliance with applicable law, Board staff recommends approval of this item.***

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**12. USM – GULF PARK – NAMING OF AUDITORIUM INSIDE THE FLEMING  
EDUCATION CENTER AS THE “JOE EARL HOLLOWAY AUDITORIUM”**

**Project Request:** The University of Southern Mississippi requests permission to name the auditorium inside the Fleming Education Center as the “Joe Earl Holloway Auditorium”.

**Purpose:** The University of Southern Mississippi seeks to name the existing auditorium and place lettering on the exterior of the Fleming Education Center identifying the auditorium as the “Joe Earl Holloway Auditorium”. Dr. Holloway’s name was on an education complex that was razed in 2015.

**Joe Earl Holloway Bio:** Dr. Joe Earl Holloway began his career at The University in Southern Mississippi in 1972 as the first Dean of USM Gulf Coast, a position he held until May 19, 1992. He also served as an Associate Professor of Educational Leadership and Research. He was born on December 26, 1933, and was married to Glenda Lou Wilkinson (still living). In 1983, he was nominated for the Mississippi Educational Administrator of the Year Award (MAEOP), which he won. Holloway served as Dean of the Gulf Coast campus for twenty consecutive years.

The University of Southern 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.***

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

Mississippi State University requests permission to enter into a contract with the firm of Butler Snow, PLLC to provide services necessary in the practice areas of intellectual property, real estate and commercial matters. The term of the contract is one year effective October 17, 2021. The hourly rate for attorneys is \$295 and \$95 per hour for paralegal services, with a maximum amount payable of \$75,000. This firm carries professional liability insurance coverage in the amount of \$20,000,000 per claim with an annual aggregate of \$40,000,000. This request has been approved by the Office of the Attorney General.

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

2. **UM – APPROVAL TO ENTER INTO AN INTERLOCAL AGREEMENT WITH  
LAFAYETTE COUNTY, MISSISSIPPI AND THE CITY OF OXFORD**

The University of Mississippi requests approval to enter into an Interlocal Agreement with Lafayette County, Mississippi (County) and the City of Oxford, Mississippi (City) for the operation of a Drug Enforcement Unit under the direct operational control of a Control Group designed to create a cooperative law enforcement effort to concentrate and focus drug enforcement efforts in Lafayette County, Mississippi. UM further requests approval to pay \$150,000 for the use and benefit of the Task Force on an annual fiscal year basis. The term of this Agreement is one year effective upon approval and execution. This request has been approval of the Office of the Attorney General.

**STATE OF MISSISSIPPI  
COUNTY OF LAFAYETTE**

**INTERLOCAL AGREEMENT**

This Agreement, as amended, is made and entered into this date by and between the Board of Supervisors of Lafayette County, Mississippi, Lafayette County Sheriff Joey East, the Mayor and the Board of Aldermen of Oxford, Mississippi, and the University of Mississippi, all in their official capacities only.

WITNESS THAT:

WHEREAS, the Board of Supervisors of Lafayette County, Mississippi is the governing authority thereof, and whereas, Sheriff Joey East is the Chief Law Enforcement Officer in Lafayette County, and whereas, the Mayor and Board of Aldermen of the City of Oxford, Mississippi are the governing authorities thereof, and whereas, the Board of Trustees of the Institutions of Higher Learning is the governing authority of the University of Mississippi, and



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WHEREAS, the parties hereto recognize the need for focused drug enforcement activity within the county, and believe the formation of a Drug Enforcement Unit, pursuant to the authority granted under the “Inter-local Cooperation Act of 1974 (codified at Miss. Code Ann. §17-13-1, *et seq.*), will be to their mutual advantage; and

WHEREAS, the parties hereto wish to facilitate the county wide operation of said Multi-Jurisdictional Enforcement Unit while at the same time centralizing command and control of said unit; and

WHEREAS, the parties hereto entered into an agreement on February 2, 1988 as to the funding, operation and control of said Drug Enforcement Unit and now desire to amend said Agreement as follows:

I.

The governmental authorities of Lafayette County, Mississippi, Oxford, Mississippi, and the University of Mississippi as well as the Lafayette County Sheriff’s Department, the Oxford Police Department, and the University of Mississippi Police Department agree to mutually support a Drug Enforcement Unit funded jointly by the Federal Government, Lafayette County, Mississippi, the City of Oxford, Mississippi and the University of Mississippi, said Drug Enforcement Unit to have county wide jurisdictional authority. The purpose of said Drug Enforcement Unit shall be to focus and concentrate enforcement efforts and assets, and bring the same to bear on drug violators operating in the Lafayette County, Mississippi area.

II.

The Drug Enforcement Unit shall be under the direct operational control of a Control Group consisting of Joey East, Sheriff of Lafayette County, Mississippi or his designee, Jeff McCutchen, Chief of Police, City of Oxford, Mississippi or his designee and Daniel Sanford, Chief of Police, University of Mississippi or his designee with the express understanding that the officer in charge of the Drug Enforcement Unit shall be directly responsible, on a day-to-day operational basis, to the Sheriff, Lafayette County, Oxford, Mississippi.

III.

All parties signatory to this Agreement are authorized to enter into same pursuant to the hereinabove referenced “Inter-local Cooperation Act of 1974.” This Agreement shall take effect upon the date of approval by the Attorney General of Mississippi and terminate one year from the date of such approval. This Agreement may be renewed by these parties on a year to year basis hereto, provided, however, that any modifications of this Agreement before renewal shall be approved by the said Attorney General before implementation of the modification.

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IV.

The purpose of this Agreement is the establishment of a Drug Enforcement Unit, which will operate in Lafayette County to more effectively and efficiently enforce the criminal laws of the State of Mississippi regarding controlled substance for the reasons and discharge of the duties set forth in the preamble to the Agreement.

V.

This agreement envisions a cooperative law enforcement effort designed to concentrate and focus drug enforcement efforts in Lafayette County, Mississippi. The law enforcement agencies of the three governmental authorities each enjoy specific statutory authority under which they are empowered to enforce the drug laws of the State of Mississippi. Specific statutory authority for the Sheriff of Lafayette County is contained in Chapter 25 of Title 19, Miss. Code Ann. (1972) as amended. Further, the Legislature of the State of Mississippi had declared that the primary law enforcement officer in the State of Mississippi is the duly qualified and elected Sheriff thereof, Miss. Code Ann. §45-3-21. Specific statutory authority for drug enforcement actions by the City of Oxford Police Department are contained in Chapter 21 of Title 21, Miss. Code Ann. (1972), as amended. (See Miss. Code Ann. Section 21-21-1) Specific statutory authority for drug enforcement activity by the University of Mississippi Police Department is contained in Chapter 105 of Title 37, Miss. Code Ann. (1972), as amended. (See Miss. Code Ann. Section 37-105-3 and 37-105-9)

VI.

This task force will be staffed with four (4) full-time, permanently assigned investigators (each investigator will be commissioned as a Deputy Sheriff of Lafayette County), one of whom will be designated the Officer in Charge, who will, in addition to his other duties, oversee the day-to-day task force operations from the headquarters office, which will be established in Oxford, Mississippi, and who will maintain accurate records on all task force activities, intelligence information and expenditures of funds. This Officer in Charge shall be under the direction and supervision of the Sheriff of Lafayette County, Mississippi. The Chief of the Oxford Police Department or his designee will function as the Project Coordinator, and Control Group hereinafter discussed. The task force will also employ one full-time secretary who will assist in the coordination of task force activities. Any of the parties to this Agreement may place on duty with the task force additional investigators and office staff, but most continue to be responsible for the salary and expense of such person(s); moreover, any person assigned will be under the operational control of the Control Group.

- (a) As to its powers and authority, the Lafayette County Drug Enforcement Unit shall have only the power and authority granted the sheriffs by statute in the enforcement of the criminal laws regarding controlled substances, and the investigators shall exercise only the power and authority by the Control Group. The Drug Enforcement Unit will be an independent unit from the Sheriff and Police Departments and will operate an intelligence function separately from that of other departments; however, exchange of

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intelligence information will be conducted among the Task Force and local, state and federal law enforcement agencies.

- (b) The Control Group will assign personnel, set policy for the task force operations, determine fund distribution and prioritize targets for investigation.

**VII.**

Each governing authority as defined by §17-13-5 of the Mississippi Code of 1972, Annotated, as amended, of each party to this Agreement has approved the entering into this Agreement by resolution entered on its minutes. This Agreement shall be submitted to the Attorney General of Mississippi for approval, and when approved, a copy shall immediately be filed with each of the following: The Chancery Clerk of the County wherein this Agreement is located; the Secretary of State; the State Department of Audit; and the Office of Criminal Justice Planning.

**VIII.**

Each party hereto agrees to continue its participation on this project throughout the agreement period specified in Paragraph III, and further agrees to give notice in writing to all other parties, forwarded by registered mail, return receipt requested, at least ninety (90) days before Agreement expires of any intention not to renew this Agreement. No amendment to this Agreement shall be effective until it is set forth in writing and adopted by all parties hereto in this manner provided by law for each.

**IX.**

The purchase, identification and disposal of any and all personal property and the disposition thereof upon termination of this Agreement shall be in accordance with standards established by the Governor's Office of Federal-State Programs (hereinafter "Federal-State Programs") and in accordance with rules and regulations of the State Department of Audit.

**X.**

The Drug Enforcement Unit will be financed by grant funds and a lawfully budgeted commitment of funding reflected in the budgets of the governing authorities party to this Agreement, to be disbursed only upon proper order of the respective boards for claims and payroll duly and lawfully considered in accordance with its established budget, claims and purchasing procedures as required by state law and State Audit Department rules and regulations. In addition to grant funds received in support of this Task Force, each governmental entity to this Agreement does hereby agree to contribute the collective sum of \$450,000.00 on a pro rata basis (Lafayette County - \$150,000; the City of Oxford - \$150,000; and the University of Mississippi - \$150,000), said amounts to be appropriated for the use and benefit of the Task Force on an annual fiscal year basis. The Task Force unit does not have authority to own or hold assets independently of the governing authorities' party to the Agreement. Rather, the party governing authorities own assets which are, per this Agreement, made available for use by the Task Force.

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XI.

All seized and forfeited property will be dispersed of in accordance with Mississippi State Statute 41-29-181.

XII.

If one party withdraws from the Drug Unit, the other parties may continue to use all the property in the possession of the Drug Unit. However, in the event the Drug Unit is dismantled, each party shall be entitled to the return of property specifically contributed by that party. As to property purchased with joint funds, the parties shall either split the property evenly, or if that is not possible, substitute an item of equal value. If the parties cannot determine the equitable distribution at the time another party cease participation, the parties shall mutually agree upon a third party neutral with law enforcement background and experience to determine equitable distribution of such property.

XIII.

In accordance with Miss Code Ann. §17-13-9(d), the City Clerk of the City of Oxford, Mississippi, is hereby designated to receive, disburse, and account for the joint funds of the undertaking.

XIV.

The County of Lafayette, City of Oxford and University of Mississippi, the Lafayette County Sheriff's Department, the Oxford Police Department and the University of Mississippi Police Department will cooperate to support the Drug Enforcement Unit and will endeavor to minimize jurisdictional entanglements and unreasonable management interference. On the other hand, it is clearly and unequivocally agreed and understood that the Drug Enforcement Unit shall be under the direct command and control of the Control Group as aforesaid and ultimately the Sheriff of Lafayette County.

WITNESS THE SIGNATURES OF THE PARTIES, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

3. **UMMC – APPROVAL TO CONTRACT WITH FOREMAN WATKINS & KRUTZ, LLP AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests permission to enter into a contract with Foreman Watkins & Krutz, LLP as outside counsel to provide legal services related to personnel matters. The term of the agreement is December 1, 2021 through June 30, 2023. The hourly rate for attorneys is \$225 with a maximum amount payable of

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\$300,000 over the term of the agreement. 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 has been approved by the Office of the Attorney General.

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

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**ADMINISTRATION/POLICY**  
**November 18, 2021**

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

The university requests approval to bestow one honorary degree at its 2021 Fall commencement ceremony. Supporting documents are on file at the Board Office.

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

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

The university requests approval to bestow one honorary degree at its 2021 Fall commencement ceremony. Supporting documents are on file at the Board Office.

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

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REGULAR AGENDA  
ACADEMIC AFFAIRS  
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**1. SYSTEM – REQUESTS TO ADD NEW INSTITUTES OR CENTERS**

Board Policy 502: New Academic Programs and Units states: “Requests to establish new degree programs, colleges, schools, departments, institutes, and centers will be considered by the Board on a schedule and in accordance with guidelines and procedures to be determined by the Commissioner after consultation with the Institutional Executive Officers. In developing such guidelines and procedures, the Commissioner shall consider state, system, and institutional priorities, institutional missions, institutional performance, comparative funding, market demand, and other appropriate criteria.”

In accordance with Board policy and the approved Academic Guidelines for establishing and modifying institutes and centers, Mississippi State University and University of Southern Mississippi request approval for the creation of the following institutes or centers.

**A. MSU – Mississippi Institute on Disabilities (MIoD)**

Location: College of Education

Scope: Limited Scope and Outreach

Type: Type 1 (Academic, Teaching, or Research)

Effective Date: January 2022

Anticipated five-year cost: \$10,000,000 from state and federal research and training grants, service contracts through state departments, and service revenue

Purpose: Currently, the College of Education houses three major Centers dedicated to research, training, and service to the state for individuals with disabilities across the life span: (1) The T.K. Martin Center for Technology and Disability, (2) The Autism and Developmental Disability Clinic, and (3) The National Training and Research Center for Blindness and Low Vision. Each of these units are not only unique to the state but also represent a one-of-a-kind collection of focused excellence on a variety of disabilities, both cognitive and physical, across the lifespan here in Mississippi. Relatedly, the College of Education at Mississippi State is home to a number of academic units and research labs with programs and faculty dedicated to disability study and research. The creation of the Mississippi Institute on Disabilities in the College of Education would formalize the collaborative activities of the College's three centers under a single moniker and vision. The Institute would also create a space for collaborative and affiliate recognition of the related academic units, as well as the research labs and faculty.

**B. USM – Center for Digital Humanities (CDH)**

Location: School of Humanities

Scope: Limited Scope and Outreach

Type: Type 1 (Academic, Teaching, or Research)

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Effective Date: November 2021

Anticipated five-year cost: \$273,000 – (For the first two years, CDH will be funded in part by College of Arts & Sciences and the Office of the VP for Research. After the first two years, the CDH will be supported through grants or donations.)

Purpose: The Digital Humanities (DH) is one of the fastest-growing interdisciplinary fields in academia for two key reasons: its ability to enhance and expand scholarly research and publications, and its marketability within and beyond the university. This is happening because DH is not just a matter of applying digital tools to humanities projects; DH brings the humanities and its communication strengths to the tech, science, business, and industry. Equally important, DH helps humanities scholars engage the non-specialist public with their research, which enhances the public's understanding of the world around them and appreciation for humanities education. Finally, Southern Miss already has most of what is needed to launch the CDH: a digital lab, on-campus server, faculty leading DH projects, programmers and digital developers, and Humanities scholars doing DH work. Formation of this Center will place USM at the forefront of this interdisciplinary field for the State of Mississippi. The Center will primarily focus on new projects that cross multiple disciplines that allow for investigators to strengthen research proposals to external agencies. This is evident already by the faculty affiliated with this area at USM. Having a common core for DH at USM will ensure that support, expertise, and technology will continue to be made available to the USM community, as well as to other institutions in the State and region.

**2. SYSTEM – APPROVAL OF ACADEMIC PROGRAM PRODUCTIVITY REVIEWS**

Academic productivity reviews are triggered when cumulative graduates over the past 3 academic years for a single degree program are less than eighteen (18) for baccalaureate-level degrees, less than twelve (12) for master-level degrees, and less than five (5) for specialist and doctorate-level degrees. Ninety-two (92) academic programs were evaluated to assess need, potential to grow enrollment, productivity potential, and unnecessary duplication. Based on proposals prepared by each institution and subsequent review by the Office of Academic and Student Affairs (OASA), the following recommendations are presented for Board approval.

**A. CONTINUE WITH STIPULATION**

The following **19** academic programs are subject to additional review by OASA for two years to assess progress toward future productivity.

ASU – BS in Robotics and Automation Technology (CIP Code, Sequence: 150405, 5791)

DSU – MALS in Liberal Studies (CIP Code, Sequence: 24.0101, 4560)

JSU – MA in Political Science (CIP Code, Sequence: 45.1001, 4061)

JSU – MA in Sociology (CIP Code, Sequence: 45.1101, 4062)

JSU – MA in Criminology and Justice Services (CIP Code, Sequence: 43.0104, 4420)



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MSU – MS in Biological Engineering (CIP Code, Sequence: 14.0501, 4434)  
MSU – MS in Chemical Engineering (CIP Code, Sequence: 14.0701, 4119)  
MSU – MS in Computational Engineering (CIP Code, Sequence: 14.9999, 4494)  
MSU – MA in Political Science (CIP Code, Sequence: 45.1001, 4160)  
MSU – PhD in Molecular Biology (CIP Code, Sequence: 26.0204, 1163)  
MVSU – BA in Art (CIP Code, Sequence: 50.0101, 5397)  
UM – MS in Hospitality Management (CIP Code, Sequence: 52.0901, 4589)  
UM – MA in Interdisciplinary Studies (CIP Code, Sequence: 30.0000, 4567)  
UM – MS in Interdisciplinary Studies (CIP Code, Sequence: 30.0000, 4568)  
UM – MEd in Literacy Education (CIP Code, Sequence: 13.1315, 4540)  
UM – DA in Chemistry (CIP Code, Sequence: 40.0501, 1047)  
UM – PhD in Political Science (CIP Code, Sequence: 45.1001, 1054)  
USM – MS in Geography (CIP Code, Sequence: 45.0701, 4393)

**B. DELETE**

DSU – MEd in Health, Physical Education and Recreation (CIP Code, Sequence: 13.1314, 4016)  
DSU – MEd in Secondary Education (CIP Code, Sequence: 13.1205, 4511)  
JSU – MST in Science and Mathematics Teaching (CIP Code, Sequence: 13.9999, 4523)  
MSU – MA in Economics (CIP Code, Sequence: 52.0601, 4487)  
MVSU – BA in Sociology (CIP Code, Sequence: 45.1101, 5396)  
MVSU – BS in Environmental Health (CIP Code, Sequence: 51.2202, 5740)  
UMMC – PhD in Pathology (CIP Code, Sequence: 26.0910, 1200)

**C. SUSPEND**

Although students may earn degrees from suspended academic programs, no additional students will be accepted into these majors. If the institution does not request that a suspended program be deleted or removed from suspension within three (3) academic years, OASA will recommend to the Board that the program be deleted from the academic program inventory. Unless a request is made by the institution, this program will be recommended for deletion in October 2024.

MSU – MA in Economics (CIP Code, Sequence: 52.0601, 4487)

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

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1. **UMMC – REQUEST FOR APPROVAL FOR A CUSTOMER AGREEMENT  
WITH IRON MOUNTAIN INFORMATION MANAGEMENT, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a new Customer Agreement with **Iron Mountain Information Management, LLC (Iron Mountain)** for shredding services at all UMMC facilities, including hospitals and clinics located throughout the State. Shredding services include destruction of all paper-based materials and non-paper based materials such as media and binding material.

**Contractor's Legal Name:** **Iron Mountain Information Management, LLC**

**History of Contract:** This is a new agreement for shredding services. The Board approved an agreement Iron Mountain for shredding services on May 19, 2016, and an amendment on May 20, 2021, to extend the term of the agreement. The current agreement will expire November 30, 2021. In January 2021, UMMC conducted Request for Proposal (RFP) 8024, Shred Services. Three (3) bidders submitted proposals, including Iron Mountain. Proposals were evaluated based on cost, services provided, and experience related to the needed services in order to select the best proposal. The UMMC selection committee selected Iron Mountain as the awarded bidder.

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

**Purpose:** The purpose of this agreement is to provide shredding services at all UMMC facilities. Shredding services includes destruction of all paper-based and non-paper based materials such as media and binding materials.

**Scope of Work:** Under the agreement, Iron Mountain will:

- Deliver and place collection containers at UMMC;
- Perform onsite and offsite secure shredding at intervals established by UMMC, including collection, transport, and processing items for destruction, as applicable; and
- Perform secure shredding for special projects upon request.

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

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

- In the event of a breach of either party's obligations under the contract, if not cured within 60 days;
- In the event of any reduction in available funds;
- By UMMC if IM is unable to provide services for more than thirty (60) days due to a force majeure event.

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**Contract Amount:** The estimated total cost of the contract over the five (5) year term is \$1,050,000.00. Pricing is fixed for the first year, beginning in Year 2 of the Agreement rates will increase by three percent (3%) each year. UMMC has also factored in an annual volume growth of fifteen percent (15%) to account for new sites added during the term, as well as for potential increases in pick-up frequency for existing sites.

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

**Contractor Selection Process:** In January 2021, UMMC conducted Request for Proposal (RFP) 8024 to solicit proposals for shredding services. Three (3) bidders submitted proposals, including Iron Mountain, Stericycle, and GreenServ. UMMC's selection committee awarded the RFP to Iron Mountain. Proposals were evaluated based on cost, services provided, and experience related to the needed services in order to select the best proposal. The lowest cost bidder did not have sufficient experience in providing shredding services of the required size and scope, nor did it offer on-site shredding, which imposes a security risk with additional movement of physical data, including protected health information. Thus, the cost difference in proposals was outweighed by the potential downstream cost to UMMC should this security risk be realized.

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

2. **UMMC – REQUEST FOR APPROVAL FOR A SALES AGREEMENT WITH ONE LAMBDA, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Sales Agreement with **One Lambda, Inc. (One Lambda)** for the purchase of reagents and consumables for use in UMMC's HLA laboratory. These reagents and consumables are used together with One Lambda's Human leukocyte antigen (HLA) Fusion analysis software that UMMC currently owns. As the only HLA laboratory in the state of Mississippi, the UMMC HLA laboratory provides all of the tissue typing and antibody screening services for the UMMC Transplant Center and the Mississippi Organ Recovery Agency. The HLA laboratory also performs HLA typing for the Bone Marrow Transplant Program and for various disease associations, including ankylosing spondylitis, celiac disease, and abacavir hypersensitivity (for HIV treatment). UMMC also requests approval to add or remove products under the agreement without seeking prior Board approval as long as it does not increase the approved expenditure level.

**Contractor's Legal Name:** One Lambda, Inc.

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**History of Contract:** On January 19, 2017, the Board approved a four (4) year and eleven (11) month agreement for the purchase of reagents and consumables for use in UMMC's HLA laboratory. On November 19, 2020, the Board approved an amendment to add items and provisions regarding indemnification, insurance, and information security to the agreement. The agreement will expire on December 31, 2021.

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

**Purpose:** The purpose of the agreement is to purchase reagents and consumables for use in UMMC's HLA laboratory for use in transplant testing. These reagents and consumables are used together with One Lambda's Human leukocyte antigen (HLA) Fusion analysis software that UMMC currently owns. As the only HLA laboratory in the state of Mississippi, the UMMC HLA laboratory provides all of the tissue typing and antibody screening services for the UMMC Transplant Center and the Mississippi Organ Recovery Agency. The UMMC HLA laboratory also performs HLA typing for the Bone Marrow Transplant Program and for various disease associations, including ankylosing spondylitis, celiac disease, and abacavir hypersensitivity (for HIV treatment).

**Scope of Work:** Under the agreement, UMMC will purchase an annual volume commitment of reagents and consumables in exchange for discounted pricing.

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

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

- by either party at any time upon sixty (60) days' prior written notice;
- by the non-breaching party upon notice to the breaching party, if the breach is not cured within thirty (30) days' written notice;
- by either party, immediately, upon written notice to the other party if the other party becomes insolvent, or bankruptcy proceedings are initiated;
- by UMMC, in the event of a reduction of funds, upon sixty (60) days' prior written notice to One Lambda; and
- by One Lambda should UMMC fail to meet its minimum purchase commitment.

**Contract Amount:** The total estimated cost over the five (5) year term is \$14,225,000. Beginning in year two (2), UMMC has included an annual twenty percent (20%) increase for potential price and volume increases. Beginning January 1, 2023, One Lambda may increase prices annually by up to three percent (3%).

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

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**Contractor Selection Process:** The One Lambda reagents and consumables qualify as clinical commodities under Miss Code §31-71-1, which are exempt 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 for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.

3. **UM – REQUEST TO APPROVE A BOND RESOLUTION TO REFUND SERIES 2015A, SERIES 2015B, SERIES 2015C, SERIES 2015D, AND SERIES 2016A BONDS TO ACHIEVE NET PRESENT VALUE SAVINGS AND TO APPROVE PROJECT PROFESSIONALS**

**Agenda Item Request:** The University of Mississippi requests authorization to issue through the University of Mississippi Educational Building Corporation (UMEBC) revenue refunding bonds in one or more taxable and/or tax-exempt series to finance the costs of the current and/or advance refunding and defeasance of all or a portion of 1) The UMEBC revenue bonds, Series 2015A Bonds, not to exceed \$14,670,000; 2) The UMEBC revenue bonds, Series 2015B Bonds, not to exceed \$4,360,000; 3) The UMEBC revenue bonds, Series 2015C Bonds, not to exceed \$29,350,000; (4) The UMEBC revenues bonds, Series 2015D Bonds, not to exceed \$12,085,000; and (5) The UM EBC revenue bonds, Series 2016A Bonds, not to exceed \$14,790,000; to pay the costs of issuance, sale, and delivery of the bonds; and approval of other necessary bond documents.

**Bond Counsel:** Butler, Snow LLP

**Senior Underwriter:** Raymond James & Associates, Inc.

**Financial Advisor:** Hilltop Securities

**History:** UMEBC previously issued Series 2015A Bonds, Series 2015B Bonds, Series 2015C Bonds, Series 2015D Bonds and Series 2016A Bonds to acquire, construct, maintain, enlarge, improve or equip public buildings, land and facilities and to make other capital improvements on the main campus of the University of Mississippi located in or near Oxford, Mississippi (the "Project Sites"), including, but not limited to construction, equipping and landscaping of new student residential housing facilities, and expansion of and improvements to the football stadium and other athletic projects (the "Projects").

**Purpose:** The proceeds from this new issue will be used to current or advance refund and refinance all or a portion of the outstanding UMEBC Series 2015A, 2015B, 2015C,

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2015D and 2016A where possible and when achieving an overall net present value savings threshold of 3%.

**Specific Type of Contract:** These bonds will be issued at fixed rates with a term that will closely mirror the existing remaining amortization schedules.

**Scope of Work:** All proceeds will be used to extinguish outstanding coupons of UMEBC Series 2015A Bonds, 2015B Bonds, 2015C Bonds, 2015D Bonds, and 2016A Bonds, and pay issuance costs.

**Term of Contract:** The terms of the new bonds change variable rates to fixed rates and monthly payments to semi-annual/annual payments.

**Termination Options:** NA.

**Contract Amount:** UMEBC expects to issue up to \$75,255,000 par value in fixed rate bonds to support this current and/or advance refunding and refinancing.

**Funding Source for Contract:** Various Athletic revenues, including annual seat donations, capital gift agreements, philanthropic Athletic gifts, and other internally generated auxiliary revenues.

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

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1. **ASU – APPROVAL TO SETTLE IHL SELF-INSURED WORKERS’  
COMPENSATION CLAIMS**

The IHL Self-Insured Workers’ Compensation Program is seeking Board approval for settlement of Claims numbered 55-38711-1 and 55-43855-1 for Alcorn State University.

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

The University of Mississippi Medical Center is seeking Board approval for settlement of Tort Claim No. 3266.

3. **UMMC - APPROVAL TO SETTLE TORT CLAIM**

The University of Mississippi Medical Center is seeking Board approval for settlement of Tort Claim No. 3456.

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

The University of Mississippi Medical Center is seeking Board approval for settlement of Tort Claim No. 3107.

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1. **SYSTEM – APPROVAL OF BOARD MEETING DATES AND LOCATIONS,  
JANUARY THROUGH DECEMBER 2022**

Thursday, January 20, 2022	Board Office
Thursday, February 17, 2022	Board Office
Thursday, March 17, 2022	Board Office
Thursday, April 21, 2022	University of Southern Mississippi
Thursday, May 19, 2022	Board Office
Thursday, June 16, 2022	Board Office
Thursday, July 21, 2022	Subject to Call
Thursday, August 18, 2022	Board Office
Thursday, September 15, 2022	Board Retreat
Thursday, October 20, 2022	University of Mississippi
Thursday, November 17, 2022	Board Office
Thursday, December 15, 2022	Subject to Call

Should committee meetings be held, they will most likely occur on the Wednesday prior to the Board meeting dates.

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



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**1. JSU – INTENT TO OFFER EXISTING DEGREE PROGRAMS BY DISTANCE LEARNING**

*Board Policy 509 states: “All distance learning courses and programs shall be in accord with Southern Association of Colleges and Schools, Commission on Colleges (SACSCOC) Principles of Accreditation and Council of Regional Accrediting Commissions Interregional Guidelines for the Evaluation of Distance Education.*

*Unless otherwise provided, all Board and university policies, standards, and guidelines for on and off campus instruction apply to distance learning.”*

In accordance with Board policy, Jackson State University’s intent to offer already approved degree programs by distance learning is presented to the Board for information.

**A. Master of Arts (MA) in Political Science**

Total credit hours: 36

CIP Code, Sequence: 45.1001, 4061

Cost to offer by distance learning: \$0

Effective date: August 2022

**B. Master of Public Accountancy (MPA) in Accounting**

Total credit hours: 30

CIP Code, Sequence: 52.0301, 4029

Cost to offer by distance learning: \$0

Effective date: August 2022

**2. SYSTEM – INTENT TO OFFER CERTIFICATE PROGRAMS**

**A. JSU - Program title: Accounting Certificate**

Responsible academic unit: College of Business, Department of Accounting, Finance, & Entrepreneurship

Level: Post-baccalaureate

Type certificate: vocational, credit-bearing program

Total credit hours: 18

CIP code: 52.0301

Effective date: January 2022

Rationale: This graduate certificate is open to those who hold a baccalaureate degree from an accredited institution. The primary objective of this certificate program is to provide the accounting coursework necessary for those individuals who need basic skills for entry-level positions or for employees who want to be promoted or transferred within their organizations. The proposed program will be offered entirely online (8-week classes) to attract a broader audience.

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**B. MSU - Program title: General Biology Certificate**

Responsible academic unit: Department of Biological Sciences, College of Arts and Sciences

Level: Post-baccalaureate

Type certificate: vocational, credit-bearing program

Total credit hours: 18

CIP code: 26.0101

Effective date: January 2022

Rationale: This graduate certificate is targeted at high school science teachers who wish to complete subject area graduate credit hours within the field of Biology. The graduate certificate may also be beneficial to community college faculty that need additional graduate credit hours in the field of Biology for instructional purposes. This is part of the MS in General Biology degree program and can serve as a stand-alone graduate certificate but may not fulfill credentialing needs for higher education teaching without additional qualifications.

**C. MSU - Program title: Gerontology Certificate**

Responsible academic unit: School of Human Sciences, College of Agriculture and Life Sciences

Level: Post-baccalaureate

Total credit hours: 12 (minimum)

CIP code: 30.1101

Effective date: January 2022

Rationale: This graduate certificate is a multidisciplinary approach to provide students with current factual and theoretical data relating to aging. The program is available both to degree and non-degree graduate students. A certificate is awarded upon the completion of 9 hours of specified coursework, 6 hours of approved electives, and 3 hours of research or directed individual study. For those students earning the certification in conjunction with an advanced degree in such disciplines as sociology, psychology, counseling, etc., the program would also constitute a gerontology concentration within the respective discipline.

**D. MSU - Program title: Precision Agriculture Certificate**

Responsible academic unit: Plant and Soil Sciences, Agricultural and Biological Engineering

Level: Post-Baccalaureate and Post-Master's

Type certificate: vocational, credit-bearing program

Total credit hours: 16

CIP code: 01.1101

Effective date: January 2022

Rationale: There is a need to train students in the broad array of precision agriculture technologies. This certificate program complements the MSU Plant and Soil Sciences/Agricultural and Biological Engineering crop production and Agricultural Engineering majors, research, and other majors taught across the College of Agriculture and Life Sciences departments. This certificate program is appropriate for both

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undergraduate and graduate students. This certificate features emerging technologies in decision-based agricultural planning and implementation. A minimum of 16 hours are required with at least 10-12 credit hours specific to Precision Agriculture coursework and six additional electives or optional courses.

**E. MSU - Program title: Trauma-Informed Child Advocacy Certificate**

Responsible academic unit: School of Human Sciences, College of Agriculture and Life Sciences

Level: Post-baccalaureate

Total credit hours: 12 (minimum)

CIP code: 19.0708

Effective date: January 2022

Rationale: Professionals working with children and families need training in trauma-informed practices. This certificate program complements the MSU Human Development Family Studies (HDFS) degree and other majors taught across departments and colleges by providing state of the science techniques used to assist and advocate for children and families who have experienced trauma. The certificate requires a minimum of 12 hours of coursework (4 courses) focused on trauma and risk, child advocacy, human behavior, and behavioral strategies, and/or family functioning.

**3. SYSTEM – ANNUAL REPORT OF WINNERS OF THE HALBROOK AWARDS FOR ACADEMIC ACHIEVEMENT AMONG ATHLETES FOR 2020-2021**

David C. Halbrook Awards for Academic Achievement Among Athletes <sup>a</sup>			
Public University Division – Men		Alcorn State University	
Public University Division – Women ( <i>tie</i> )		Mississippi State University University of Southern Mississippi	
Independent College Division Overall		Mississippi College	
Community and Junior College Division Overall		Mississippi Gulf Coast Community College	
John C. and Ernestine McCall Halbrook Improvement Award <sup>b</sup>		Rust College	
David M. Halbrook Certificate Award for Academic Achievement Among Athletes <sup>c</sup>			
	Institution	Male Recipient	Female Recipient
Public Division	Alcorn State University	Jarius Colley ( <i>Agribusiness Mgmt</i> )	Kiana Allen ( <i>Biology</i> )
	Delta State University	Giulo Brugnoni ( <i>Mgmt &amp; Marketing</i> )	Lucia Martelli ( <i>Sports Mgmt; Bus minor</i> )
	Jackson State University	Charles C. McClelland ( <i>Business Adm</i> )	Kayla Owens ( <i>Biomedical Eng.</i> )
	Mississippi State University	Gary Griffin Agent ( <i>Business Adm</i> )	Elanor Grimwood ( <i>History; Psychology</i> )
	Mississippi University for Women	Coleman Suber ( <i>Kinesiology</i> )	Anna Kate O'Bryant ( <i>Business Adm</i> )
	Mississippi Valley State Univ.	Mychael Jamison ( <i>History</i> )	Tiara DeRosa ( <i>Comp Science &amp; Math</i> )
	University of Mississippi	Tim Elko ( <i>Exercise Science</i> )	Madeleine King ( <i>Accountancy</i> )
	University of Southern Mississippi	Swayze Bozeman ( <i>Exercise Science</i> )	JoAnnie Ramos Aleman ( <i>Nursing</i> )
Ind. Division	Belhaven University	Reed Vincent ( <i>Sports Medicine</i> )	Ellie Brooker ( <i>Creative Writing</i> )
	Blue Mountain College	Owen J. Hill ( <i>Biology (Edu)</i> )	Annie Lusby ( <i>Social Science (Edu)</i> )
	Millsaps College	Newlon Gillihan ( <i>Biology</i> )	Katelyn Norse ( <i>Neuroscience</i> )
	Mississippi College	Zach Jones ( <i>Kinesiology</i> )	Alexa Laurendine ( <i>Kinesiology</i> )

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	Rust College	Saul Gonzaez-Nucete ( <i>Biology</i> )	Tianna Smith ( <i>Biology</i> )
	Tougaloo College	Tyler Hickman ( <i>Mathematics</i> )	Morgan Hunter ( <i>Health &amp; Recreation</i> )
	William Carey University	Magruder O'Bannon ( <i>Biol Sciences</i> )	McKinley Seal ( <i>Biology</i> )
<b>Comm. College Division</b>	Coahoma Community College	Charles Yates	Millay Lambert
	Copiah-Lincoln Community College	William Lawson Harkins	Morgan Alexandria McCray
	East Central Community College	Robert Jonathan Holifield	Sidney Elaine Rone
	East Miss. Community College	Ian Richard	Lillian Ramsey
	Hinds Community College	Ethan Thomas Boyd	Rebecca Anne Blackwell
	Holmes Community College	Edwin Herard	Laney Smith
	Itawamba Community College	Noah Locastro	Hannah Henry
	Jones College	Zachary Diaz	Katherine Wallace
	Meridian Community College	John Etheridge	Sophie Roberts
	Miss. Delta Community College	Tailor Anderson	Danielle Tedder
	Miss. Gulf Coast Comm. College	Deon Travis	Kristina Georgieva
	Northeast Miss. Comm. College	Austin Shaw	Williette Kingdom
	Northwest Miss. Comm. College	Ryan Cade Spratlin	Katelyn Rock
	Pearl River Community College	Graham Crawford	Sydney Runnels
	Southwest Miss. Comm. College	Joshua Thomas Bailey	Anna Claire Crow

<sup>a</sup> Trophy award to institution with the highest percentage of graduating student athletes.

<sup>b</sup> Cash award to institution with greatest improvement in percentage of student athletes graduating.

<sup>c</sup> Certificate awarded to student athletes who have excelled in academics, leadership, and/or service.

**STAFF RECOMMENDATION: Board staff recommends these items be accepted as information.**

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1. **SYSTEM- AYERS INVESTMENT REPORT**

As part of the *Ayers* Settlement Agreement, publicly and privately funded endowments were created for the benefit of Alcorn State University, Jackson State University, and Mississippi Valley State University. The attached *Ayers* Investment Report summarizes the activity in the endowment accounts for FY 2021.

Under separate cover

2. **SYSTEM- MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AGREEMENT WITH INTERNET2**

IHL received approval of MS-ITS for the continued use of Internet2's connector site in Jackson, Mississippi for the Institutions of Higher Learning (IHL) and four research institution in the state. Jackson State University, Mississippi State University, the University of Mississippi, including the University of Mississippi Medical Center, and the University of Southern Mississippi use the high bandwidth optical network to share research material and data with other member universities and research institutions in the networking consortium. The Attorney General's staff assigned to the MS-ITS reviewed the agreement prior to execution. The Agreement is between Internet2 and MS-ITS on behalf of the IHL.

3. **UMMC – NOTICE OF AMENDMENT OF MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AGREEMENT WITH AMERICAN MESSAGING SERVICES, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval for the Mississippi Department of Information Technology Services (ITS), as contracting agent for UMMC, to enter into the Assignment and Amendment #1 to the Pager Agreement with Critical Alert to assign the agreement to **American Messaging Services, LLC**, extend the term of the agreement for an additional three (3) years, adjust the annual fees, and to update the notice provision section. The agreement provides pagers and associated services for UMMC employees and clinicians to be contacted twenty-four (24) hours a day, seven (7) days a week via pager.

**Contractor's Legal Name:** American Messaging Services, LLC

**Specific Type of Contract:** This is an Assignment and Amendment #1 to the current Pager Agreement.

**Purpose:** The purpose of Assignment and Amendment #1 is to assign the agreement to American Messaging Services, LLC, extend the term of the agreement for an additional three (3) years, adjust the annual fees, and to update the notice provision section.

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**Term of Contract:** The total term of the amended Pager Agreement is now seven (7) years and six (6) months, from March 13, 2017, through September 30, 2024.

**Contract Amount:** The cost of Assignment and Amendment #1 is \$488,743.20. The total cost of the amended Pager Agreement is \$1,769,743.20.

4. **UMMC – NOTICE OF MISSISSIPPI INFORMATION TECHNOLOGY SERVICES ORDER FORM WITH WORKDAY, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval for the Mississippi Department of Information Technology Services (ITS), as contracting agent for UMMC, to enter into Order Form 00245303.0 under the current Master Subscription Agreement with **Workday, Inc. (Workday)** for the purchase of training credits. Training credits are used for Workday training classes for UMMC's analyst and functional team leaders who support the application.

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

**Specific Type of Contract:** This is Order Form 00245303.0 to the current Master Subscription Agreement.

**Purpose:** The purpose of Order Form 00245303.0 is to purchase training credits. Training credits are used by the analysts and functional team leaders who support the application. Training credits are purchased in blocks each year for training needed by the application support staff.

**Term of Contract:** The term of the Order Form 00245303.0 is one (1) year, from April 20, 2021, through April 19, 2022.

**Contract Amount:** The cost for Order Form 00245303.0 is \$54,800.00. The total cost of the Master Subscription Agreement is \$11,374,757.00.

5. **MVSU – NOTIFICATION OF MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES AGREEMENT WITH MYTHICS, INCORPORATED**

Mississippi Valley State University (MVSU) requests approval to enter into a purchasing agreement with Mythics, Inc. for the acquisition of Oracle software support. MVSU entered into a mutual agreement with Mythics, Inc. that began on July 31, 2015 and ended July 30, 2018. Thereafter, MVSU submitted Form CP1 to extend the services through November 2018. MVSU entered into another mutual agreement with Mythics, Inc. that began December 1, 2018 and ends November 30, 2021.

The purpose of this contract is to provide maintenance and support to the University's administrative software package, commonly known as Banner and Oracle database. The

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agreement will continue to provide maintenance to allow the user to keep the administrative system current and assist with troubleshooting when needed.

Start Date: December 1, 2021 End Date: November 30, 2024 – however, the period of performance of Oracle software support under this Agreement shall begin on the date it is signed by all parties and will continue through the close of business on November 30, 2024 as stated on page 1, Article 1 Term of Agreement section of the contract.

The Mississippi Department of Information Technology Services (ITS) vetted and received approval from the Mississippi Department of Finance and Administration to reuse the Omnia Partners Region 4 Education Service Center RFP #19-08 for the establishment of an actual cooperative contract for the acquisition of Oracle products and services. Through this process, Mythics, Inc. was the successful proposer on an open, fair, and competitive procurement process.

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**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE  
OCTOBER 21, 2021 BOARD MEETING SUBMISSION DEADLINE**

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

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

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

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

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

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

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



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**DELTA STATE UNIVERSITY**

**1. DSU- GS 102-276 – RESIDENCE HALL IMPROVEMENTS**

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

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

Board staff approved Change Order #2 in the amount of \$1,337.48 and zero (0) additional days to the contract of Conerly Construction, Inc.

Approval Status & Date: APPROVED, October 18, 2021

Change Order Description: Change Order #2 includes the following items: replaced two (2) water-damaged cabinet doors in a room at Cain; add breakers, wiring, and conduit for new 3-phase blower units.

Change Order Justification: These changes are necessary due to errors and omissions in plans and specifications and latent job site conditions.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$28,553.58.

Project Initiation Date: February 18, 2021

Design Professional: Burris/Wagnon Architects, P.A.

General Contractor: Conerly Construction, Inc.

Total Project Budget: \$2,186,092.77

**MISSISSIPPI STATE UNIVERSITY**

**2. MSU- IHL 205-283 – ADDITION AND RENOVATION OF HUMPHREY COLISEUM PHASE ONE**

**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 October 8, 2021 to change the scope of work requesting that the use of Construction Manager at Risk be omitted, and that the project delivery method be a traditional design, bid, build project.

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Approval Status & Date: APPROVED, October 8, 2021

Project Initiation Date: June 16, 2018

Design Professional: Dale Partners Architects, P.A.

General Contractor: TBD

Total Project Budget: \$50,000,000.00

**3. MSU- IHL 205-310 – HIGH PERFORMANCE COMPUTING AND DATA CENTER**

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

Board staff approved the Schematic Design Documents as submitted by Dale Partners Architects, P.A.

Approval Status & Date: APPROVED, October 25, 2021

Project Initiation Date: August 20, 2020

Design Professional: Dale Partners Architects, P.A.

General Contractor: TBD

Total Project Budget: \$30,000,000.00

**4. MSU- IHL 205-312 – LAKEVIEW DRIVE RELOCATION**

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

Board staff approved the Schematic Design Documents as submitted by Smithers Engineers.

Approval Status & Date: APPROVED, October 25, 2021

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

Board staff approved the Design Development Documents as submitted by Smithers Engineers.

Approval Status & Date: APPROVED, October 20, 2021

Project Initiation Date: May 20, 2021

Design Professional: Smithers Engineers

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General Contractor: TBD

Total Project Budget: \$2,900,000.00

**5. MSU- IHL 205-316– 2021 PARKING LOT IMPROVEMENTS**

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

Board staff approved Change Order #1 in the amount of \$134,623.65 and zero (0) additional days to the contract of Burns Dirt Construction, Inc.

Approval Status & Date: APPROVED, October 20, 2021

Change Order Description: Change Order #1 includes the following items: added full depth base repairs, milling, overlay, and striping to George Perry; added full depth base repairs and HMA leveling course at Bost and Fresh Food parking lots; added full depth base repairs at Bost Parking lot; base course asphalt added to HPCC to ensure sufficient asphalt base course depth to receive overlay; added striping to Bost and HPCC parking lots and full depth base repair at Dorman Hall parking lot.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$134,623.65.

Approval Status & Date: APPROVED, October 20, 2021

Project Initiation Date: June 18, 2020

Design Professional: Neal-Schaffer, Inc.

General Contractor: Burns Dirt Construction, Inc.

Total Project Budget: \$1,200,000.00

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**UNIVERSITY OF MISSISSIPPI**

**6. UM- IHL 207-372.3 – SCRC FIELD LIGHTING**

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

Board staff approved the Schematic Design Documents as submitted by JBHM Architecture, P.A.

Approval Status & Date: APPROVED, October 20, 2021

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

Board staff approved the Design Development Documents as submitted by JBHM Architecture, P.A.

Approval Status & Date: APPROVED, October 20, 2021

Project Initiation Date: May 20, 2021

Design Professional: JBHM Architecture, P.A.

General Contractor: TBD

Total Phased Budget: \$593,100.00

Total Project Budget: \$33,250,000.00

**7. UM- IHL 207-449– LYCEUM EXTERIOR WINDOW RESTORATION**

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

Board staff approved Change Order #2 in the amount of \$17,256.00 and one hundred sixty-three (163) additional days to the contract of Tombigbee Contractors, LLC.

Approval Status & Date: APPROVED, October 21, 2021

Change Order Description: Change Order #2 includes the following items: added contract time due to COVID-19 protocols, investigations of west porch column capitals which impacted exterior repairs & painting, inclement weather; cost and time of separate phase for repairs & partial replacement of deteriorated capitals to be included in a future change order; added contract time for impact to the critical path of interior aluminum storm windows installation due to delay in shipping, storm window wood trim insulation; added interior wood standing and running trim repair and repainting; added wood

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windowsill spandrel panel repair and repainting; added interior plaster repair & repainting; added masonry restoration & cleaning; removed wallpaper, repaired plaster, primed & repainted walls in a reception area; and one hundred sixty-three days (163) to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$17,256.00.

Approval Status & Date: APPROVED, October 21, 2021

Project Initiation Date: February 21, 2019

Design Professional: Eley Guild Hardy Architects, P.A.

General Contractor: Tombigbee Contractors, LLC

Total Project Budget: \$1,725,000.00

**8. UM- IHL 207-457 – TRACK AND FIELD LOCKER ROOMS – PKG I**  
**MECHANICAL AND PLUMBING**

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

Board staff approved Change Order #2 in the amount of \$952.45 and zero (0) additional days to the contract of Upchurch Plumbing.

Approval Status & Date: APPROVED, OCTOBER 25, 2021

Change Order Description: Change Order #2 includes the following items: a deduct for unused controls allowance; installed a utility sink and faucet; installed an air compressor; and installed a domestic water line to the dryer.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$2,499.681.

Project Initiation Date: February 21, 2019

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Design Professional: Weir Boerner Allin Architecture  
General Contractor: Upchurch Plumbing  
Total Phased Budget: \$599,072.46  
Total Project Budget: \$3,700,000.00

**UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

**9. UMMC- IHL 209-575– 6<sup>th</sup> FLOOR WEST RENOVATIONS**

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

Board staff approved Change Order #2 in the amount of \$81,894.94 and eleven (11) additional days to the contract of Fountain Construction Co., Inc.

Approval Status & Date: APPROVED, October 14, 2021

Change Order Description: Change Order #2 includes the following items: modifications made to some of the millwork and electrical in the nurses station; repairs made to the existing steam line; re-routed the existing mechanical and electrical in the penthouse; added a cased opening into the break room for the nurse's station; installed ParEx wall brackets; performed fire wall changes; installed tv mounts on patient room walls; performed miscellaneous work to prep the floor; hook up patient room tv cabling in fourteen (14) patient rooms; investigate a leak in the existing steam line and cap the line; and eleven (11) days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$193,319.52.

Project Initiation Date: July 23, 2020

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Co., Inc.

Total Project Budget: \$4,466,600.00

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**10. USM- GS 114-023 – SCIENCE BUILDING INFILTRATION REPAIRS**

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

**Approval Request #1: (INTERIM):** In accordance with Board Policy §904 (B) Board Approval, *Interim Chair Approval* was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on November 8, 2021 to increase the project budget from \$2,700,000.00 to \$3,604,891.38, for an increase of \$904,891.30.

Approval Status & Date: APPROVED, November 8, 2021

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

Board staff approved the Award of Contract in the amount of \$2,968,000.00 to the apparent low bidder, Century Construction Group, Inc.

Approval Status & Date: APPROVED, November 8, 2021

Project Initiation Date: February 5, 2021

Design Professional: Shafer Zahner-Zahner

General Contractor: Century Construction Group, Inc.

Total Project Budget: \$3,604,891.38

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

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

Payment of legal fees for professional services rendered by Ware|Immigration (statement dated 10/1/21) from the funds of Mississippi State University. (This statement, in the amount of \$3,000.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 3,000.00**

Payment of legal fees for professional services rendered by The Winfield Law firm, P.A. (statement dated 10/26/21) from the funds of Mississippi State University. (This statement, in the amount of \$799.50, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 799.50**

Payment of legal fees for professional services rendered by Brunini (statements dated 8/25/21, 9/28/21 and 10/20/21) from the funds of the University of Mississippi. (These statements, in the amounts of \$3,050.00, \$14,306.25 and \$750.00, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 18,106.25**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/14/21 and 10/21/21) from the funds of the University of Mississippi. (These statements, in the amounts of \$7,068.50 and \$88.50, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 7,157.00**

Payment of legal fees for professional services rendered by Jackson Lewis P.C. (statements dated 7/20/21 and 8/23/21) from the funds of the University of Mississippi. (These statements, in the amounts of \$10,665.00 and \$362.32, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 11,027.32**

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 12/21/20, 12/21/20, 12/21/20, 12/21/20, 12/21/20, 12/21/20, 12/21/20, 12/21/20 and 12/21/20) from the funds of the University of Mississippi. (These statements, in the amounts of \$66.19, \$2,087.05, \$41.25, \$2,100.00, \$4,500.00, \$57.47, \$27.44, \$34.83 and \$189.72, represent services and expenses in connection with immigration/labor certifications.)



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**TOTAL DUE.....\$ 9,103.95**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 8/23/21, 9/16/21, 9/16/21, 10/18/21, 10/18/21 and 10/18/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$62,114.55, \$482.00, \$88,628.72, \$1,386.50, \$681.45 and \$5,450.75, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 158,743.97**

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statement dated 9/10/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$5,247.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 5,247.00**

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statement dated 9/27/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$82.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 82.50**

Payment of legal fees for professional services rendered by Hagwood & Tipton, P.C. (statements dated 9/15/21, 10/6/21, 10/6/21, 10/6/21, 10/6/21, 10/6/21, 10/6/21 and 10/6/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$6,687.90, \$921.70, \$243.40, \$14,416.50, \$ 158.81, \$2,617.25, \$1,009.60 and \$2,003.76, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 28,058.92**

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statement dated 9/7/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$9,615.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 9,615.00**

Payment of legal fees for professional services rendered by Page, Kruger & Holland (statement dated 10/13/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$33.00, represents services and expenses in connection with legal advice.)

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**TOTAL DUE.....\$ 33.00**

Payment of legal fees for professional services rendered by Steen, Dalehite & Pace (statement dated 9/15/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$297.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 297.00**

Payment of legal fees for professional services rendered by Taylor, Wellons, Politz, Duhe, APLC (statements dated 10/5/21, 10/5/21, 10/5/21, 10/5/21, 10/5/21, 10/5/21, 10/8/21, 10/8/21, 10/8/21, 10/8/21, 10/8/21 and 10/8/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$553.50, \$351.00, \$924.00, \$577.50, \$1,161.00, \$654.00, \$229.50, \$459.00, \$81.00, \$4,912.50, \$379.50, \$256.50 and \$894.00, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 11,433.00**

Payment of legal fees for professional services rendered by Watkins & Eager, PLLC (statement dated 10/7/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$5,952.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 5,952.00**

Payment of legal fees for professional services rendered by the Whitfield Law Group (statements dated 4/3/21, 10/3/21, 10/3/21 and 10/3/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$22,393.40, \$693.00, \$1,039.50 and \$4,746.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 28,871.90**

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 10/12/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$5,498.30, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 5,498.30**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 10/7/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$7,541.20, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 7,541.20**

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Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statement dated 10/6/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$2,515.50, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 2,515.50**

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 10/1/21, 10/1/21, 10/1/21, 10/1/21, 10/1/21 and 10/1/21) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$67.74, \$26.94, \$81.28, \$2,250.00, \$3,000.00 and \$2,500.00, respectively, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 7,925.96**

Payment of legal fees for professional services rendered by Wise Carter (statement dated 10/20/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$468.51, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 468.51**

**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 (statement dated 10/22/21) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: "Imaging Probe Adapter CIP Utility" - \$4,322.80.)

**TOTAL DUE.....\$ 4,322.80**

Payment of legal fees for professional services rendered by Conley Rose (statements dated 10/6/21 and 10/6/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Compositions and Methods for Use in Food Processing and Preservation" - \$290.00; and "System for Delivery of Biologics" - \$4,970.00.)

**TOTAL DUE.....\$ 5,260.00**

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 10/15/21 and 10/18/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Vaccine Composition Comprising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and

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Cytotoxin” - \$1,045.60; and “Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same” - \$9,277.00, respectively.)

**TOTAL DUE.....\$ 10,322.60**

Payment of legal fees for professional services rendered by Stites & Harbison (statement dated 10/21/21) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Fluoroalkylsilane-Modified Polystyrene-Coated Metal Electrodes for Sensitive Electrochemical Detection of Oil in Water” - \$6,368.50.)

**TOTAL DUE.....\$ 6,368.50**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 10/22/21) from the funds of the University of Southern Mississippi. (This statement represents services and expenses in connection with the following patent: “Polymergent, LLC License Agreement - \$1,032.50).

**TOTAL DUE.....\$ 1,032.50**

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**1. SYSTEM – 2021 FALL COMMENCEMENT SCHEDULES**

**Alcorn State University**

Time/Date: 9:00 a.m., Saturday, December 11, 2021  
Location: Jack Spinks and Marino Casem Stadium  
Speaker: Dr. Dennis E. Thomas, Commissioner of the Mid-Eastern Athletic Conference

**Delta State University**

*Graduate*

Time/Date: 10:00 a.m., Friday, December 10, 2021  
Location: Walter Sillers Coliseum  
Speaker: Dr. Joseph Bentley, 2021 recipient of S. E. Kossman Outstanding Teacher Award, Delta State University

*Undergraduate*

Time/Date: 2:00 p.m., Friday, December 10, 2021  
Location: Walter Sillers Coliseum  
Speaker: Dr. Joseph Bentley, 2021 recipient of S. E. Kossman Outstanding Teacher Award, Delta State University

**Jackson State University**

Time/Date: 10:00 a.m., Friday, December 10, 2021  
Location: Lee E. Williams Athletics and Assembly Center  
Speaker: Dr. Kristen Broady, '06, '11, Fellow in the Metropolitan Policy Program at the Brookings Institution

**Mississippi State University**

*Meridian Campus*

Time/Date: 11:00 a.m., Thursday, December 9, 2021  
Location: MSU Riley Center  
Speaker: Dr. Mark E. Keenum, President, Mississippi State University

*Starkville Campus*

*College of Architecture, Art and Design; College of Arts and Sciences, College of Education; and Academic Affairs*

Time/Date: 9:00 a.m., Friday, December 10, 2021  
Location: Humphrey Coliseum  
Speaker: Dr. Mark E. Keenum, President, Mississippi State University

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*College of Agriculture and Life Sciences; College of Business; Bagley College of Engineering; College of Forest Resources; and College of Veterinary Medicine*

Time/Date: 3:00 p.m., Friday, December 10, 2021

Location: Humphrey Coliseum

Speaker: Dr. Mark E. Keenum, President, Mississippi State University

**Mississippi University for Women**

*College of Business and Professional Studies and School of Education*

Time/Date: 1:00 p.m., Friday, December 3, 2021

Location: Rent Auditorium, Whitfield Hall

Speaker: No Speaker

*College of Arts and Sciences and College of Nursing and Health Sciences*

Time/Date: 3:00 p.m., Friday, December 3, 2021

Location: Rent Auditorium, Whitfield Hall

Speaker: No Speaker

**Mississippi Valley State University**

Time/Date: 8:00 a.m., Tuesday, November 23, 2021

Location: Rice-Totten Stadium

Speaker: Dr. Shaesse J. Spratt, M.D., a PGY-1 Emergency Medicine resident at Magnolia Regional Health Center in Corinth, MS

**The University of Southern Mississippi**

All ceremonies are open to graduates from Summer and Fall 2021.

*Graduate Students – All Colleges*

Time/Date: 6:00 p.m., Thursday, December 9, 2021

Location: Bernard Reed Green Coliseum, Hattiesburg, MS

Speaker: No Speaker

*Undergraduates – College of Arts and Sciences*

Time/Date: 9:00 a.m., Friday, December 10, 2021

Location: Bernard Reed Green Coliseum, Hattiesburg, MS

Speaker: No Speaker

*Undergraduates – College of Business and Economic Development; College of Education and Human Sciences; College of Nursing and Health Professions*

Time/Date: 2:00 p.m., Friday December 10, 2021

Location: Bernard Reed Green Coliseum, Hattiesburg, MS

Speaker: No Speaker

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

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

- a. **MUW** – On October 27, 2021, Commissioner Alfred Rankins, Jr., approved the Facilities Lease Agreement between the Mississippi University for Women and the Columbus Educational Foundation, Inc. d/b/a Heritage Academy for use of Heritage Academy’s baseball field, indoor baseball facility and certain related athletic facilities. The term of the lease begins upon approval and execution and shall terminate on June 30, 2022, with an option for the parties to renew in writing for up to three (3) successive renewal terms commencing September 15 through June 30 of each year. The cost for the initial term of the agreement is \$10,000, payable within thirty (30) days of approval and execution of the agreement. It should be noted that Mrs. Nora Miller, President of MUW, acknowledges the business risk under the terms of the lease. The Attorney General’s Office has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts and 707.03 Approval of Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.
- b. **USM** – On October 18, 2021, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Southern Mississippi and CB Technical Services, LLC for approximately 162 square feet of lab space in USM’s Accelerator building. This is a revenue generating lease with a term of one year with up to four one-year renewal periods. CB Technical Services will pay annual rent in the amount of \$4,860 for the initial term and for each renewal term for a total potential revenue of \$24,300. The IHL Associate Commissioner for Legal Affairs has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the documents is on file in the IHL Board Office.
- c. **USM** – On October 18, 2021, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Southern Mississippi and Chromis Fiberoptics, Inc. d/b/a Chromis Technologies for approximately 614 square feet of lab space in USM’s Accelerator building. This is a revenue generating lease with a term of one year with up to four one-year renewal periods. Chromis Fiberoptics will pay annual rent in the amount of \$18,420 for the initial term and for each renewal term for a total potential revenue of \$92,100. The IHL Associate Commissioner for Legal Affairs has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the documents is on file in the IHL Board Office.
- d. **SYSTEM** – On October 11, 2021, Commissioner Alfred Rankins, Jr. reviewed and approved the Quarterly Employment Reports (FY22 Q1) which lists all hires and all separations for the period beginning July 1, 2021 and ending September 30, 2021. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has

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reviewed and approved the institutions' submissions. A copy of this report will be maintained in the IHL Department of Finance and Administration.

**3. 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 August 19, 2021, the IHL Board granted all institutions through December 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 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 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 through December 31, 2021, for the health and well-being of students, employees, and guests on all IHL campuses and facilities. Previously, the Board approved this waiver for UMMC effective March 19, 2020. This waiver was expanded to all institutions on September 4, 2020 with an original expiration date of December 31, 2020. At the November 19, 2020 meeting, this waiver was extended through May 31, 2021. On May 31, 2021 the temporary waiver expired for all institutions. Board Policy 707 Contracts governs, among other things, the contracts and leases entered by the institutions. Specifically, it requires, in part, that any land acquisitions exceeding \$100,000, any leases in an amount greater than \$100,000, and all other land, personal property, and services contracts requiring an aggregate expenditure of more than \$250,000 require approval by the Board of Trustees. This policy also governs approvals required for prepayments and for some revenue contracts. Board Policy 905 Real Estate Management further governs, among other things, the purchase and sale of land and leases of property and requires a Phase I or more detailed Environmental Report. The Board also approved the request that authority be delegated to the Commissioner, through December 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.

A summary of the items that have been submitted for reporting to the Board is as follows:

- a. **UMMC** – With the Commissioner's approval, on August 11, 2021, UMMC entered a rental agreement with Mississippi Tent & Party Rental, LLC (MS Tent) to rent items needed to set up a temporary site located in Garage B for a field hospital in response to the COVID-19 pandemic and in order to provide medical care to UMMC's patients. In conjunction with the Disaster Medical Assistance Team deployed by the US Department of Health and Human Services, it was necessary to rent the tent and related items to set up and operate a field hospital as soon as possible to respond to the latest wave of cases in the COVID-19 pandemic. Upon delivery of the items and set up of the temporary site, it was



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determined additional items were needed. Thus, on August 20, 2021, UMMC and MS Tent entered an amendment to adjust the items to be included under the agreement, which increased the total projected cost of the rental agreement. The initial term of the rental agreement was one (1) month beginning August 11, 2021, with monthly extensions thereafter if circumstances require continued operation at this location. To date, UMMC continues to operate at this location in the temporary clinic site. The agreement may be terminated by UMMC upon 30 days' notice. The initial cost of the rental agreement for two (2) months was \$90,000. UMMC anticipates the amended agreement may cost up to \$300,000.00 with the additional items and potential extension. The agreement will be funded by general funds. UMMC's Office of General Counsel reviewed the amendment to the agreement for compliance with applicable law and found the same to be acceptable.

- b. **USM** – On September 15, 2021, the UMMC entered an agreement with Cepheid US (Cepheid) to purchase reagent kits used to perform molecular tests to identify SARS-CoV-2, the virus that causes COVID-19. COVID-19 is a highly contagious and sometimes fatal respiratory illness. These supplies will allow UMMC's Clinical Laboratory to test patients who are symptomatic and asymptomatic for COVID-19. One of the molecular tests also checks for RSV and Flu. Given the ongoing unpredictability of the COVID-19 virus, UMMC testing volumes continue to fluctuate and require the laboratory to be flexible to ensure that reagents and quality control products are available allowing COVID testing to be completed quickly and efficiently. Cepheid offers the only rapid automated PCR test available on the market; therefore, they are inundated with customers leading to delays in receiving quotes and finalizing required purchase documents. Consequently, UMMC has not been able to contract well in advance for these items. UMMC needed to enter this agreement as soon as possible to allow its clinical laboratory to be able to respond timely to the rapidly changing testing volumes. The term of the agreement is twelve (12) months, from September 15, 2021, through September 14, 2022. The total estimated cost of the agreement is \$3,825,000. The contract will be funded by hospital patient revenue. UMMC's Office of General Counsel reviewed the Cepheid Sales Quote #0020075641 for compliance with applicable law and found the same to be acceptable.
- c. **USM** – On August 23, 2021, UMMC entered a Purchase Agreement with Inari Medical, Inc. (Inari) for the purchase of ClotTrievers and FlowTrievers products and accessories for the treatment of blood clots in patients. The ClotTrievers is a mechanical thrombectomy system designed to remove large clots from vessels in a single session, without the need for thrombolytic drugs or consequent stays in the Intensive Care Unit (ICU). The FlowTrievers is the first mechanical thrombectomy device FDA indicated and built to treat blood clots in the lungs, and Clots In Transit (CIT) by removing large clots from vessels which immediately restores blood flow and relieves right heart strain without the need for thrombolytic drugs or stays in the ICU. Doctors have found that people with

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COVID-19 have an increased risk of developing blood clots, including blood clots in the lungs called pulmonary emboli. When blood clots block the blood flow in the lungs, it puts pressure on the heart to pump against the resistance from the clots. Cardiologists, pulmonologists, and intensivists at UMMC and other facilities have determined that removing the large clots in the lungs of COVID-19 patients may reduce the chance of the patient requiring a ventilator or mechanical circulatory support as the heart function declines due to the increased pressure. For that reason, UMMC is aggressively trying to treat COVID-19 patients with blood clots in their lungs by removing the clots as soon as possible. UMMC currently has all the ECMO equipment that provide circulatory support in use, and ventilators are in short supply. Therefore, as the COVID-19 patient volume continues to remain high at UMMC, the FlowTrieve will allow UMMC physicians to treat COVID-19 patients who would otherwise need to be on a ventilator or ECMO, as well as conserve ICU space. The term of the Agreement is three (3) years, from August 23, 2021, through August 22, 2024. The total cost of the agreement over the three (3) year term is \$2,400,000. UMMC has included a ten percent (10%) volume increase beginning in year two (2) for potential volume growth. The agreement will be funded by hospital patient revenue. UMMC's Office of General Counsel reviewed the agreement for compliance with applicable law and found the same to be acceptable.

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**PERSONNEL ACTION REPORT**

**1. Sabbatical**

**Mississippi State University**

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

*[Originally approved by IHL Board March 18, 2021]*

CORRECTED: This item was rescinded.

FROM: 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.

*[Originally approved by IHL Board March 10, 2020; Revisions approved March 18, 2021 and June 17, 2021.]*

CORRECTED: This item was rescinded.

**University of Mississippi**

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

*[Originally approved by IHL Board March 18, 2021]*

CORRECTED: This item was rescinded.