Board Meeting Outline
MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

MEETINGS SCHEDULE

Health Affairs Committee | February 16, 2022, 3:00p | IHL Board Room
IHL Board Meeting | February 17, 2022, 9:00a | IHL Board Room

CALL TO ORDER
Trustee Walt Starr

INVOCATION
Trustee Hal Parker

INTRODUCTION OF GUESTS
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Trustee Steve Cunningham

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ADJOURNMENT
BE IT REMEMBERED, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Board Office in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on December 14, 2021, to each and every member of said Board said date being at least five days prior to this January 20, 2022 meeting. At the above-named place there were present the following members to wit: Dr. Ormella Cummings, Dr. Steven Cunningham, Mr. Tom Duff, Ms. Teresa Hubbard, Ms. Jeanne Carter Luckey (via Zoom), 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. Trustee Cunningham introduced Minister Jamieson Magee, Director of Discipleship at West Point Baptist Church in Hattiesburg, MS, who provided the invocation.

APPROVAL OF THE MINUTES

On motion by Trustee Rader, seconded by Trustee Hubbard, with Trustee Luckey participating via Zoom, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on November 18, 2021.

CONSENT AGENDAS

On motion by Trustee McNair, seconded by Trustee Hubbard, with Trustee Luckey participating via Zoom, all Trustees legally present and participating voted unanimously to approve the following Consent Agendas.

ACADEMIC AFFAIRS

1. SYSTEM – Approved the request to modify existing academic degree programs as follows:
   
   Rename
   
   a. USM – Current Program Title: Bachelor of Science (BS) in Recreation
      Proposed Program Title: Bachelor of Science (BS) in Recreational Therapy
      Academic Unit: School of Health Professions
      Current CIP Code, Sequence: 31.0101, 5618
      New CIP Code, Sequence: 51.2309, 5618
      Total credit hours: 120
      Effective date: August 2022
   
   Suspend
   
   b. UM – Program Title: Bachelor of Engineering (BE) in Engineering
      Academic Unit: School of Engineering
      CIP Code, Sequence: 14.0101, 5432
      Total credit hours: 127
      Number of students presently enrolled: 82 (as of spring 2021)
      Number of faculty affected: 0
      Effective date: August 2022
2. **USM** – Approved the modification to the existing academic degree unit as follows:

- **Rename**
  - Current Unit Title: Center for Science and Mathematics Education
  - Proposed Unit Title: Center for STEM Education
  - Unit Location: College of Arts and Sciences
  - Effective Date: January 2022
  - Cost of implementation: $0

**FINANCE**

3. **IHL** – Approved the request to enter a service contract with SEJ Services LLC for janitorial services for the Education and Research Center campus buildings which include Mississippi Public Broadcasting, the Universities Center, Paul B. Johnson, and Power Plant. The term of the agreement is for one year from February 1, 2022, with the option to renew for four additional one-year terms for a total of 5 years. The monthly amount due is $15,740.00. If all options are exercised the total cost will be $944,400 over the five-year term. 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.

4. **JSU** – Approved the request to enter an agreement with Secureone Access, LLC (Secureone) for the replacement of JSU Emergency Phone Towers and Equipment. The term of this contract is for a period of one hundred and twenty (120) days after Contractor receives the Notice to Proceed. The Contract shall pay liquidated damages for failure to complete the work within the time specified above in the amount of Two Hundred Dollars ($200.00) for each calendar day beyond 120 days from the date of Notice to Proceed. Any days during the first 120 days or thereafter that prevent work to be performed such as Acts of God, such as pandemic where facility is shut down, war, weather or materials delayed from the suppliers or other reasons not in control of Secureone shall not count towards the first 120 days. The total contract amount is $331,121. A breakdown of costs is included in the bound January 20, 2022 Board Working File. The agreement will be funded with 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.

5. **MSU** – Approved the request to enter a contract with ABM Industry Groups, LLC (ABM) to provide daily cleaning of athletic facilities and athletic venue cleaning services for the Starkville, MS campus. The term of the contract is five years. MSU will pay ABM on a monthly basis for daily athletic facility cleaning and on a per event basis for athletic venue cleaning. MSU projects its annual cost for these services will be $1,050,000; however, actual cost will be dependent upon services rendered. The agreement will be funded by MSU Athletic Funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

6. **MSU** – Approved the request to enter a service agreement with EBSCO Information Services for and on behalf of the MSU Libraries. EBSCO would act as the agent for MSU in the ordering, invoicing, and paying for the journal and standing order subscriptions
requested by MSU. EBSCO will also help resolve access or delivery problems and helps track available electronic access. The service agreement will last for five subscription years beginning January 2022 and ending December 2026. The amount paid to EBSCO through the service charge is dependent on the amount of subscription business transacted through them. The base service charge will be 1.39%, and that charge will be discounted if prepayment is made. A breakdown of estimated costs is included in the bound January 20, 2022 Board Working File. The actual costs may vary depending upon inflation and MSU’s choice of subscriptions. MSU anticipates an increase of 4% per year. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request for the university to use the prepayment option described in the service agreement to put the expected amount for subscriptions in the following year on deposit with EBSCO prior to receiving the specific invoices. This deposit decreases the amount of service charge and assures that there are no delays in access to ordered content due to delayed payment. The subscription costs and service charge will be paid from 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.

7. MSU – Approved the request to amend the Master License Agreement with Sage Publications, Inc. for license access to 1,211 electronic journals and to make other technical amendments. These research-oriented journals are used by MSU faculty, staff and students for educational and research purposes. The term of the amended contract is January 1, 2022 through December 31, 2023. The total cost of the two-year agreement is $371,046.94 (2022=$183,097.43; 2023=$187,949.51). The contract will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

8. UM – Approved the request for the University’s Office of Information Technology to enter a contract with Dell Technologies to provide Microsoft Office licensing for all UM faculty, staff, and students. The agreement excludes those who are exclusively employed by or enrolled at the UM Medical Center. The term of the agreement is twelve months. The contract amount is $299,343. The agreement will be funded by the US Federal Higher Education Emergency Relief Fund. 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 amend a contract with Salesforce.org a platform for a customer relationship management solution for the Graduate School and Division of Outreach for tracking, communicating, and recruiting of prospective students. Implementation services, on-going training, support, and maintenance will also be provided. The Salesforce platform requires a separate contract with the TargetX CRM Software solution. The initial term of the order form with Salesforce.org is in effect from February 24, 2020 through February 23, 2025. The term tied to this revision extends the agreement to March, 19, 2025. The total previous contract amount was $436,875. The new order form for Pardot represents a $29,790 annual investment increase over the existing amount, and the new order form for the CRM licensing represents a $12,505 annual investment increase. The total investment increases over three years equal $126,885 and bring the contract total to $563,760. The contract will be funded by E&G
sources. 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 amend a contract with TargetX to provide a customer relationship management (CRM) solution for the Graduate School and Division of Outreach for tracking, communicating, and recruiting of prospective students. Implementation services and on-going training, support, and maintenance will also be provided. The term of the agreement is in effect from February 28, 2022 through February 27, 2025. The contract amount for the initial term of the new order form is $122,750. If all options to renew are exercised, the total order form amount would be $275,750. Annual renewals shall be contingent upon the university’s satisfaction with the performance of the software and related support services. Combined with the existing agreement, the total expense of the agreement if renewed would be $718,125. The contract will be funded by E&G sources. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

11. **UMMC** – Approved the request to amend a Lease Agreement with 300 Renaissance, LLC (Renaissance) to revise the optional renewal clause from one (1) five (5) year period to one (1) three (3) year period. The agreement is for the lease of approximately 11,472 square feet of office space located in the building known as 300 Renaissance and is utilized by UMMC’s Center for Telehealth as its primary administrative offices. The term of the amended agreement is eight (8) years, from September 1, 2017, through August 31, 2025. The total cost of the amended Lease Agreement over the eight (8) year term is $3,152,488.59, including rent and operating expenses. The total estimated cost of the original Lease Agreement over the total potential ten (10) year term was $4,177,048.87. Reducing the renewal term by two (2) years in the proposed amendment reduces the total cost accordingly. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow the institution to prepay rent on the first of each month. The lease will be funded by patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

12. **UMMC** – Approved the request to enter a Purchase Agreement with Assessment Technologies Institute, LLC (ATI) to provide licenses for supplementary nursing education materials, including assessments and review programs, review modules, study sessions, and proctored exams for UMMC nursing students. The term of the agreement is three (3) years, from January 21, 2022, through December 31, 2025. The total contract cost over the three (3) year term is $829,260. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of the fees at the beginning of each new cohort of students. This agreement will be funded from student enrollment fees. 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 service agreement with Bayer HealthCare, LLC (Bayer) to provide service and maintenance repair of twenty-four (24) UMMC-owned power injectors used in conjunction with imaging equipment. The agreement includes preventive maintenance, such as calibration per factory specifications, along with software updates, certified part replacements, complete inspection, safety testing, and onsite service by a Bayer certified field engineer. The Board also approved the request to allow the institution to add or remove equipment covered by the Agreement, as long as it does not increase the approved expenditure level. The term of the agreement is five (5) years, from February 2, 2022, through February 1, 2027. The total estimated cost of the agreement over the five (5) year term is $675,000. The cost of service on the equipment is $586,866.13 to be paid in annual installments in advance over the term. UMMC has also included an additional $88,133.87 for variable fees for services required by but not included in the service plan, such as on-site corrective maintenance as well as labor and travel time outside of normal business hours. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of service on an annual 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.

14. **UMMC** – Approved the request to enter a Pricing Agreement with CardiacAssist, Inc. d/b/a TandemLife (CAI) for the purchase of equipment, disposable products, and accessories used to provide temporary cardiac bypass for patients with failing heart function. The Board also approved the request to allow the institution the ability to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the agreement is five (5) years, from February 1, 2022, through January 31, 2027. The total projected cost of the agreement over the five (5) year term is $2,625,000. UMMC has included a fifty percent (50%) increase in year one (1) to account for the greater need projected for these products in the future. Beginning in year two (2), UMMC has included an additional twenty percent (20%) for potential patient volume and price increases. CAI may increase the price of the products by three percent (3%) in contract years four (4) and (5). 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.

15. **UMMC** – Approved the request to enter a Product Rental Agreement with Carl Zeiss Meditec USA, Inc. (Zeiss) to rent the INTRABEAM 600 System and treatment applicators to provide intraoperative radiation treatment (IORT) to patients with various forms of cancer. The INTRABEAM 600 System allows for higher effective doses to be delivered to the microscopic disease site. The term of the agreement is one (1) year and twelve (12) weeks, from February 1, 2022, through one (1) year from the date of installation, which is expected to be on or about April 26, 2022. The expected cost of the agreement over the one (1) year and twelve (12) week term is $225,000. UMMC has included an additional ten percent (10%) for any potential additional fees. The contract will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with
applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

16. UMMC – Approved the request to amend its Consulting Services Agreement with Chancellor Consulting Group, Inc. (Chancellor) to extend the term of the agreement to provide managed care contract analytics and negotiation assistance, as well as interim staffing support. The total term of the amended Consulting Services Agreement is nine and one-half (9.5) months, from September 15, 2021, through June 31, 2022. The original term of the agreement was four and one-half months (4.5). The amendment will extend the term an additional five (5) months. The total cost of the amended Consulting Services Agreement over the nine and one-half (9.5) month term is $475,000.00. The flat monthly fee includes professional fees, potential travel, and all other expenses. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

17. UMMC – Approved the request to enter a Laboratory Services Agreement with Cytometry Specialists, Inc., d/b/a CSI Laboratories (CSI) to provide diagnostic laboratory testing for adult and pediatric patients. The services include testing for a variety of hematological cancers, including those involving solid tumors, as well as testing for complex cancers such as blood and bone marrow cancers. The Board also approved the request to allow the institution to add and/or remove tests from the schedule of tests and to update pricing as needed, as long as it does not increase the approved expenditure level. The term of the agreement is two (2) years, from February 1, 2022, through January 31, 2024. The total estimated cost over the two (2) year term is $975,000.00. UMMC has included a ten percent (10%) increase in year two (2) for potential price and patient testing volume changes. CSI Laboratories may increase the pricing for services in year two (2) up to a maximum of 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.

18. UMMC – Approved the request to enter Amendment No. 29 to the License and Support Agreement with Epic Systems Corporation (Epic) to add a clinical device decision support module to the current program property licensed under the agreement. The module will allow UMMC to configure decision support and patient acuity scoring into medical workflows using data from various medical devices, aiding medical staff in the remote monitoring of patients. The term of Amendment No. 29 will begin upon execution and end coterminous with the current agreement term ending August 22, 2024. The estimated cost of Amendment No. 29 is $45,300.00. The previously approved cost of the entire Agreement included projections for this type of additional license. The total estimated cost of the Agreement remains $105,083,182.99. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow prepayment of license fees for the clinical device decision support module set at fifty percent (50%) of the total license fee. The 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 enter a Laboratory Services Agreement with Laboratory Corporation of America Holdings on behalf of its subsidiary Esoterix Genetic Laboratories, LLC (Esoterix) to provide specific genetic testing for maternal and pre-natal testing. Testing services include screening for cystic fibrosis, Fragile X, and Spinal Muscular Atrophy. The Board also approved the request to allow the institution to add and/or remove tests from the schedule of tests as needed, as long as it does not increase the approved expenditure level. The term of the agreement is two (2) years, from February 1, 2022, through January 31, 2024. The estimated cost over the two (2) year term is $275,000.00. This includes a ten percent (10%) increase in year two (2) for potential patient testing 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.

20. **UMMC** – Approved the request to enter a Parking and Valet Services Agreement with Lanier Parking Meter Services, LLC (Lanier) for parking management/staffing and valet services at UMMC’s main campus. The term of the agreement is five (5) years, from February 1, 2022, through January 31, 2027. The estimated total cost of the agreement is $4,860,000 for the five (5) year term. The estimated total cost includes an annual three percent (3%) price increase and a graduated escalation of 15% beginning in year two (2) for new locations added during the term of the agreement, additional FTEs, increase in services hours, and as needed services for special events. The 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.

21. **UMMC** – Approved the request to amend its agreement with LivaNova USA, Inc. (LivaNova) to extend the term, revise the business associate agreement language, add information security language, and include a discounted price list for items covered under the agreement. The agreement is for the purchase of Vagus Nerve Stimulation (VNS) Therapy Systems which is a surgical implant that delivers pulsed electrical signals to the vagus nerve and is used to treat epilepsy and treatment-resistant depression in pediatric and adult populations. The Board also approved the request to allow 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 amended agreement is forty-seven (47) months, from February 1, 2019, through December 31, 2022. The original agreement was thirty-six (36) months beginning February 1, 2019. The amendment extends the term for an additional eleven (11) months through December 31, 2022. The total amended cost over the extended term is $4,175,000. The total cost of the original agreement was $3,010,854. The first amendment will add $1,164,146. 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.

22. **UMMC** – Approved the request to enter a Purchase Agreement with MicroVention, Inc. (MicroVention) for the purchase of neurovascular interventional products used in the treatment of aneurysms, strokes, and other neurovascular interventions for adult and pediatric patients. The Board also approved the request to allow 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 February 1, 2022, through January 31, 2025. The total estimated cost of the agreement over three (3) years is $500,000. UMMC has included a twenty percent (20%) increase beginning in year two (2) for potential patient 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.

23. **UMMC** – Approved the request to enter a Pathology Services Agreement with Nephropathology Associates, PLC (Nephropathology) to provide anatomical pathology services for renal biopsy samples. The services will include technical testing and consultation to determine the type and severity of kidney disease, as well as the best treatment options for the patient. The Board also approved the request to allow the institution to add and/or remove tests from the schedule of tests and to update pricing as needed, as long as it does not increase the approved expenditure level. The term of the agreement is two (2) years, from February 1, 2022, through January 31, 2024. The total estimated cost over the two (2) year term is $975,000. This includes a fifteen percent (15%) increase in year two (2) for potential volume and price modifications. Nephropathology may increase pricing by five percent (5%) in year two (2) of the agreement. 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 amend its Equipment and Disposable Products Agreement with Philips Image Guided Therapy Corporation ("Philips") to extend the term, as well as remove references to Spectranetics Corporation and Spectranetics products from the agreement. The agreement is for the rental of two (2) Volcano CORE Mobile Systems and purchase of the associated disposable products, such as catheters, used with the systems. UMMC physicians use the Volcano CORE systems and disposables to treat patients with high-risk occlusive coronary and peripheral arterial disease. The Board also approved the request to allow the institution to add or remove disposable products under the agreement without seeking prior Board approval as long as adequate funds are available. The term of the amended agreement is three (3) years and eleven (11) days, from April 20, 2020, through April 30, 2023. The original agreement was for a term of twenty-four (24) months, beginning upon execution by both parties that occurred on April 20, 2020. The amendment extends the term for an additional one (1) year and eleven (11) days through April 30, 2023. The total amended cost over the extended term is $950,000. The total cost of the original agreement was $800,000. The first amendment will add $150,000 to the total amended cost. 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 Clinical Genetic Testing Service agreement with PreventionGenetics, LLC (Prevention) to provide diagnostic genetic testing for adult and pediatric patients. The services include testing for genetic disorders and genetic conditions such as intellectual disabilities, autism, hydrocephalus, as well as rare conditions such as,
Wilson disease, and angioedema. The Board also approved the request to allow the institution to add and/or remove tests from the schedule of tests as needed, as long as it does not increase the approved expenditure level. The term of the agreement is two (2) years, from February 1, 2022, through January 31, 2024. The total estimated cost over the two (2) year term is $400,000. UMMC has included a ten percent (10%) increase in year two (2) for potential price and patient testing volume changes. Prevention may increase the pricing for services in year two (2) 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.

26. UMMC – Approved the request to enter Amendment 1 to the Client Services Agreement (Agreement) with SphereCommerce, LLC, formerly TCPP, LLC d/b/a TrustCommerce (SphereCommerce) to add new processing equipment and Automated Clearing House (ACH) transaction services to the existing agreement. These additions will allow UMMC to purchase updated processing equipment and the ability to process check payments. The agreement is for hardware, software license, and gateway payment processing services. SphereCommerce, as the gateway vendor, serves as an intermediary between UMMC and a credit card processor, as well as integrates with Epic to provide a convenient means for patients to pay medical bills online directly. The term of Amendment 1 is one (1) year, from February 1, 2022, through January 31, 2023. The term of the agreement remains three (3) years, from February 1, 2020, through January 31, 2023. There is no additional cost for Amendment 1 as the cost of the equipment and additional services is included in the total contract cost previously approved. The total estimated cost remains $500,000. This Agreement will be funded by the amounts collected in the credit card transaction, including patient, student, and retail transactions. Purchase of equipment and implementation fees will be funded through hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

27. UMMC – Approved the request to enter a Purchase Agreement with Stryker Sales, LLC (Stryker) for the purchase of neurovascular interventional products used in the treatment of aneurysms, strokes, and other neurovascular interventions for adult and pediatric patients. The Board also approved the request to allow the institution to add or remove products without seeking prior Board approval as long as adequate funds are available. The term of the agreement is three (3) years, from February 1, 2022, through January 31, 2025. The total estimated cost of the agreement over three (3) years is $3,050,000.00. UMMC has included a twenty percent (20%) increase beginning in year two (2) for potential 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.

28. UMMC – Approved the request to enter Statement of Work No. 2 (SOW2) to the Master Services Agreement with SullivanCotter Solutions, Inc. (SullivanCotter) for physician faculty compensation consulting services. SOW2 includes the development of compensation models for all clinical specialty departments, as well as performance modeling and financial impact testing. The term of the Master Services Agreement is three
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STATE INSTITUTIONS OF HIGHER LEARNING
January 20, 2022

(3) years, from July 21, 2021, through July 20, 2022. The term of SOW2 is January 21, 2022, through July 31, 2022. The total estimated cost of the Master Services Agreement, including SOW1 and SOW2, is $620,000. There is no cost to the Master Services Agreement. The cost of SOW1 was $245,000. The estimated cost of SOW2 is $375,000. The hourly rates are all-inclusive of professional and administrative fees, travel, and any other expenses, as well as optional services at UMMC’s election. 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.

29. USM – Approved the request to enter a contract with Professional Computing Resources, Inc. for a Telecommunications and Billing Management software called PCR-360. The five-year contract will consist of a licensing agreement and a software maintenance agreement that will provide USM with a means to continue to effectively manage its telecommunications and networking cable plant infrastructure. The contract term will be five (5) years beginning February 1, 2022 and ending January 31, 2027. The total amount of the contract for the five (5) year period will be $342,096 which includes recurring annual costs for licensing, patches/upgrades, and support. The licensing, patches/upgrades, and support fees totaling $117,066.00 will be paid annually on the anniversary date of the contract (February 1). A breakdown of costs is included in the bound January 20, 2022 Board Working File. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow the university to make multi-year pre-payments at the beginning of each contract year. 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. USM – Approved the initiation of GS 108-301, Reed Green Coliseum Renovation, and the appointment of Weir Boerner Allin Architecture, PLLC as the design professional. The project will include the design of renovations to upgrade Reed Green Coliseum. Pre-Planning will include code upgrades to current standards, updated bathroom facilities, along with new mechanical and electrical infrastructure and enhanced performance lighting. The proposed project budget is $15 million. Funds are available from Athletic Funds; Private Funds; and SB 3069 – §72-19-04 - Hattiesburg Tourism Tax. The amounts from each funding source are still being determined by USM. As the University works through the design process of the project, the exact amounts from each funding source will be more easily determined.

31. UM – Approved the initiation of IHL 207-474, South Oxford Center – 2nd Floor Costume and Craft Suite, and the appointment of McCarty Architects, P.A. as the design professional. This project will renovate 8,900 square feet of the 2nd Floor of the South Oxford Center, formerly the Baptist Hospital Heart Center, to provide a new expanded costume shop, craft shop, classroom, and support areas (offices, laundry, storage, etc.) for the Theatre Department. The proposed project budget is $1,178,790. Funds are available from Internal R&R Funds ($203,790) and Provost/Department Donor Gift ($975,000).
32. **ASU** – Approved the request to increase the budget for GS 101-320, Campus-Wide ADA Improvements, from $4,120,000 to $4,870,000 for an increase of $750,000 and to add University Plant Funds as a funding source to the project to allow for the budget increase. This project budget increase is needed to fund some additional items in the project that were originally projected to be alternates. The project scope includes ADA improvements across the entire campus to include but not limited to curb cuts, street crossings, sidewalk repairs, wayfinding and signage, elevator repairs, and other related improvements. Funds are available from SB 3065, Laws of 2019 ($4,20,000) and ASU Plant Funds ($750,000).

33. **UM** – Approved the request to name the Track and Field Locker Rooms as the “Jerry Hollingsworth Track and Field / Cross Country Facility” in honor of a generous donation by Dr. Gerald M. Hollingsworth, a Mississippi native and University of Mississippi alumnus. Dr. Hollingsworth is a longstanding supporter of Ole Miss Athletics and The University of Mississippi. Previous gifts contributed to the Ole Miss Athletics Foundation Forward Together campaign and created the Gerald M. Hollingsworth, M.D., Athletic Scholarship Endowment, the Ida Jo Gallant Ole Miss Women’s Council Scholarship Endowment, and the Billie Nell Jensen Ole Miss Women’s Council Scholarship Endowment. For contributions to the collegiate athletic world, the Ole Miss chapter of the National Football Foundation and Hall of Fame honored the physician with the Amateur Football Award. He received the 2018 Legacy Award from the Ole Miss Women’s Council for Philanthropy.

**LEGAL**

34. **MSU** – Approved the request to enter an Interlocal Agreement with the City of Starkville, Mississippi and Oktibbeha County, Mississippi, which establishes a Joint Board to govern the operations of the Starkville Municipal Airport, George M. Bryan Field. Since 1986, the University has had only one member of the Joint Board which governs the airport. With this new Interlocal Agreement, a nine-person board will be formed with equal representation from the city, county and university. The cost of operating the airport will be shared as follows: 35% by the City of Starkville, 35% by Oktibbeha County, and 30% by Mississippi State University. The proposed term of the agreement is ten years effective upon approval by the Office of the Attorney General and IHL Board. This request has been approved by the Attorney General.

35. **UM** – Approved the request to enter a contract with Butler Snow LLP to serve as Bond Counsel in connection with EBC Bonds. The EBC has previously issued its Series 2015A Bonds, Series 2015B Bonds, Series 2015C Bonds, Series 2015D Bonds and Series 2016A Bonds (together, the “Bonds”) and based on current market conditions desires to current and/or advance refund and refinance all or a portion of the Bonds (the “Refunding Project”). Specific attorneys will include Thad Varner and Michael Russ. The term of the agreement is one year and began on November 18, 2021, with the option to renew for one year if mutually agreed by all parties. The firm will be compensated on a fixed fee basis as follows: $1.90 per $1,000 for the first $25,000,000 of bonds issued and $1.15 per $1,000 of bonds issued over and above $25,000,000. This firm carries professional liability insurance coverage in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. This request has been approved by the Attorney General.
36. **UM** – Approved the request to enter a contract with Butler Snow LLP to serve as Bond Counsel in connection with EBC Bonds to be used as a source of financing for the STEM Building Project. Specific attorneys will include Thad Varner and Michael Russ. The term of the agreement is one year and began on June 17, 2021, with the option to renew for one year if mutually agreed by all parties. The firm will be compensated on a fixed fee basis as follows: $1.90 per $1,000 for the first $25,000,000 of bonds issued and $1.15 per $1,000 of bonds issued over and above $25,000,000. This firm carries professional liability insurance coverage in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. This request has been approved by the Attorney General.

37. **UM** – Approved the request to enter a contract with Speights Law, LLC as outside counsel to perform services necessary in the review of contracts and other legal matters as assigned from time to time, as needed. The term of the contract is approximately six-months beginning January 21, 2022 through June 30, 2022. The hourly rate is $95 with a maximum amount payable of $50,000. This firm carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. This request has been approved by the Attorney General.

38. **UM** – Approved the request to amend an existing contract with Wise Carter, LLP as outside counsel to increase the maximum amount payable from $25,000 to $75,000 for FY 2022. The analysis and resolution of potential employment matters have required additional attorney work product and legal advice that was necessary and essential and that the parties could not have either known or reasonably anticipated when they first executed their legal services agreement for FY2022. The one-year term of the current contract began on July 1, 2021 with hourly rates ranging from $300 to $350 for attorneys and $95 for paralegal services. All other provisions of this contract remain unchanged. This firm carries professional liability insurance coverage in the amount of $10,000,000 per claim with an annual aggregate of $10,000,000. The request has been approved by the Attorney General.

39. **USM** – Approved the request to amend an existing contract with Butler Snow LLP, as outside counsel to increase the maximum amount payable from $100,000 to $200,000. The necessity for an increase in authorized fees relates to pending legal matters, including intellectual property matters, as well as ongoing litigation. The one-year term of this contract began on July 1, 2021 with hourly rates of $295 for attorneys and $95 for paralegal services. All other provisions of this contract remain unchanged. This firm carries professional liability coverage in the amount of $50 million per claim with an annual aggregate of $100 million. This request has been approved by the Attorney General.

40. **UMMC** – Approved Anna Moak Sparks as one of the university’s legislative liaisons in accordance with Board Policy 201.0506 Political Activity.
PERSONNEL REPORT

41. Employment

Mississippi State University
- Bimal Balakrishnan; hired with tenure; Associate Dean and Professor; Department of Architecture, Art and Design; salary $150,000.00 per annum, pro rata; E&G Funds; 12-month contract; effective January 1, 2022
- Michael J. Mulvaney; hired with tenure; Associate Professor; Department of Plant and Soil Sciences; salary $142,500.00 per annum, pro rata; E&G and Restricted Funds; 12-month contract; effective November 1, 2021
- Elisabeth Erin Pankl; hired with tenure; Dean and Professor of University Library; salary $240,000.00 per annum, pro rata; E&G Funds; 12-month contract; effective January 1, 2022

42. Change of Status

Mississippi State University
Loren W. Burger, Jr; from Interim Dean of College of Forest Resources and Interim Director and Professor of Forest and Wildlife Research Center; salary $235,592.00 per annum, pro rata; E & G Funds, Designated Funds and Restricted Funds; 12-month contract; to Dean of College of Forest Resources and Director and Professor of Forest and Wildlife Research Center; salary $265,000.00 per annum, pro rata; E & G Funds; 12-month contract; effective November 16, 2021

Mississippi Valley State University
Dameon Shaw; from Interim Vice President for University Advancement; salary $93,495 per annum, pro rata; E&G Funds; 12-month contract; to Vice President for University Advancement, External Relations and Information Security; salary $110,000 per annum, pro rata; E&G Funds; 12-month contract; effective December 1, 2021

REGULAR AGENDAS

ACADEMIC AFFAIRS
Presented by Trustee Steven Cunningham, Chair

On motion by Trustee Cunningham, seconded by Trustee McNair, with Trustee Luckey participating via Zoom, 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, with Trustee Luckey participating via Zoom, all Trustees legally present and participating voted unanimously to approve item #2. On motion by
Trustee Cunningham, seconded by Trustee McNair, with Trustee Luckey participating via Zoom, all Trustees legally present and participating voted unanimously to approve item #3.

1. **USM** – Approved the request to add the following new academic degree program.
   
   **Program Title:** Bachelor of Science in Business Administration (BSBA) in Human Resources Management  
   **Program Location:** School of Management  
   **CIP code:** 52.1001  
   **Total credit hours:** 120  
   **Effective date:** August 2022

2. **UMMC** – Approved the request to establish a new academic unit as follows.
   
   **Unit Title:** Department of Integrated Patient Care (IPC)  
   **Unit Location:** UMMC School of Dentistry  
   **Effective date:** April 2022

3. **SYSTEM** – Approved the request to add the following new institutes or centers.
   
   a. **UM** – National Center for Cannabis Research and Education
      
      **Unit Location:** Research Institute of Pharmaceutical Sciences, School of Pharmacy  
      **Scope:** Limited Scope and Outreach  
      **Type:** Type 1 (Academic, Teaching, or Research)  
      **Effective Date:** January 2022

   b. **USM** – Center for Ethics and Health Humanities (CEHH)
      
      **Unit Location:** College of Arts and Sciences  
      **Scope:** Limited Scope and Outreach  
      **Type:** Type 2 (Student, Faculty, or Community Service)  
      **Effective Date:** August 2022

**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 by leaving the room before there was any discussion or vote regarding the same. On motion by Trustee Duff, seconded by Trustee McNair, with Trustee Ogletree absent and not voting and with Trustee Luckey participating via Zoom, all Trustees legally present and participating voted unanimously to approve items #1 - #5 as submitted on the Finance Agenda. Trustee Ogletree returned to the room following the discussion and vote on items #1 - #5 on the Finance Agenda.

1. **UM** – Approved the request to enter a contract with John Wiley & Sons, Inc. to secure perpetual access to electronic journal content for an unlimited number of authorized users, to set the price of those journals, and to purchase a specified number of tokens for access to unsubscribed journal articles. The term of the contract is from January 1, 2022 to December 31, 2024. The total contract amount for the three years is $923,647.85 (2022=$307,746.98; 2023=$307,881.72; 2024=$308,019.15). The contract includes a list of Core titles, two subject area packages of journals (AnthroSource and Cochrane Library),
and up to 2,000 tokens providing article-level access to unsubscribed content. The annual totals may vary some due to changes in the Core title list and in the number of tokens required in each year. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request for the university to prepay the annual payment each year. The contract will be funded by the Library’s materials budget which is derived from state appropriation and from specified endowments. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

2. UMMC – Approved the request to enter a Structural Intervention Congenital Heart Disease Products Purchase Agreement with Abbott Laboratories, Inc. (Abbott) to purchase structural intervention heart products used in pediatric and adult cardiac catheterization laboratories. The structural intervention heart products, or occluders, are used to fix a hole in a patient’s heart without open heart surgery. The Board approved the request for the institution to add and/or remove products from the agreement, to update pricing as needed, and amend the rebate requirements as long as it does not increase the approved expenditure level. The term of this agreement is three (3) years and seven (7) days, from January 24, 2022, through January 31, 2024. The total estimated cost over the three (3) year term is $2,550,000. This amount includes an annual fifteen percent (15%) increase for potential patient 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.

3. UMMC – Approved the request for additional funding for its current Product Sale Agreement with Airgas USA, LLC (Airgas). The agreement is for the purchase of cylinder medical gas and rental of the cylinders used to house the medical gas. Medical gases are consumed by adult and pediatric patients in inpatient and outpatient care areas at UMMC facilities in Jackson, Grenada, and Lexington. The term of the agreement remains unchanged at five (5) years, from December 1, 2017, through November 30, 2022. The new estimated total cost over the five (5) year term is $1,050,000. The original estimated cost was $826,018.02. UMMC anticipates the need for an additional $198,981.98 for the remainder of the term. 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.

4. UMMC – Approved the request to amend its Sales and Support Proposal, including Quotation Number: 155335-0001107577-3-9 (Agreement) with Medtronic USA, Inc. (Medtronic) to revise the number of StealthStation ENT Software licenses included in the agreement. The agreement is for the purchase of four (4) StealthStation surgical navigation systems for neurosurgery and otolaryngology (ENT) procedures. The term of the agreement remains unchanged, approximately two (2) years, from June 11, 2021, through approximately July 18, 2023. The total cost of the amended agreement is unchanged and remains $1,283,060.60. The additional license for the equipment is provided at no additional cost to UMMC. 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. MUW – Approved the request to enter a purchase agreement with Business Communications, Inc. to purchase networking switch hardware to replace end of life network switch hardware that is 7-8 years old. Cisco networking switch hardware will be replaced in 41 buildings on campus. The Cisco network switch hardware supports the entire campus Internet/network backbone. Licenses for the equipment are for a term of 5 years. The total contract amount is $804,129.05. The agreement will be funded by CRRSA: Higher Education Emergency Relief Fund (HEERF II). 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.

INFORMATION AGENDAS
Presented by Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS
1. USM – This intent to offer already approved degree program by distance learning is presented for information.
   Program Title: Bachelor of Science in Business Administration (BSBA) in Marketing
   Program Location: School of Marketing, College of Business and Economic Development
   Total credit hours: 120
   CIP Code, Sequence: 52.1401, 5538
   Cost to offer by distance learning: $0 cost to State (Cost will be offset by the University’s online course fee)
   Effective date: August 2022

2. USM – The university intends to offer the following certificate programs.
   a. Program Title: Diversity, Equity, and Inclusion Certificate
      Responsible academic unit: School of Social Science and Global Studies
      Level: pre-baccalaureate (less than 1 year)
      Total credit hours: 12
      CIP code: 45.1101
      Effective date: January 2022
   b. Program title: Personal Finance Certificate
      Responsible academic unit: School of Finance, College of Business and Economic Development
      Level: pre-baccalaureate (less than 1 year)
      Total credit hours: 12
      CIP code: 52.0801
      Effective date: January 2022

FINANCE
3. UMMC – The Mississippi Department of Information Technology Services, as contracting agent for UMMC, entered into Amendment #3 to the Master Services Agreement with HealthStream, Inc. (HealthStream) to replace the American Red Cross Resuscitation Suite with the nThrive Education Revenue Cycle Enterprise content. Amendment #3 does not
amend the term of the agreement. The total term of the Master Services Agreement remains six (6) years, from February 8, 2017 through December 31, 2023. The total cost of the amended agreement remains $1,429,596.36. The nThrive Education Revenue Cycle Enterprise content is the same cost as the replaced American Red Cross Resuscitation Suite.

4. **UMMC** – The Mississippi Department of Information Technology Services, as contracting agent for UMMC, entered into Amendment #15 to the Master Services and License Agreement with OptumInsight, Inc. (Optum). The Master Services and License Agreement provides claims scrubbing and claims clearinghouse services, including the RevenueCyclePro product. Amendment #15 will increase the total number of licensed users for the RevenueCyclePro product from sixty-one (61) users to one hundred and one (101) users and extends the term of the current RevenueCyclePro licenses through September 30, 2022. The total term of the amended Master Services and License Agreement is nine (9) years and five (5) months, from May 31, 2012, through October 31, 2022. The cost of Amendment #15 is $48,500.00. The total cost of the amended Master Services and License Agreement is $4,185,349.08.

5. **UMMC** – The Mississippi Department of Information Technology Services, as contracting agent for UMMC, entered Amendment Three (3) to the Performance Suite Solutions Subscription Agreement. Amendment Three (3) provides the PremierConnect Single Sign-On (SSO) solution to UMMC, which allows UMMC users to use their current UMMC login and password to access the Premier application. This will alleviate the need for separate logins and passwords for only the Premier application. Amendment Three (3) does not change the term of the agreement. The term of the amended Performance Suite Solutions Subscription Agreement remains six (6) years, from November 1, 2017, through June 30, 2022. There is no cost associated with Amendment Three (3). The total overall cost of the Performance Suite Solutions Subscription Agreement remains $1,168,096.

6. **UM** – The Mississippi Department of Information Technology Services, as contracting agent for UM, entered Amendment #2 to the Master License and Application Service Provider Agreement with Blackboard, Inc. to provide additional ASP services. Amendment #2 does not amend the term of the agreement. The original agreement was entered into on September 25, 2015 and amended on December 19, 2019. The agreement will continue through December 11, 2024. The total cost of the amended agreement is $811,006.

**REAL ESTATE**

7. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the November 18, 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.

a. MSU – On November 1, 2021, Commissioner Alfred Rankins, Jr., approved the request to Lease Renewal between the Mississippi State University and Petro Medical Properties, LLC for approximately 2,041 square feet of space in Petro Medical Building located at 2628 Courthouse Circle, Suite B, Flowood, MS, for temporary space for MSU’s Animal Emergency and Referral Center (AERC) Rehab service. This is a renewal of an existing lease effective December 1, 2021 through May 31, 2023. The monthly rent is $2,551.25 due on the 1st 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.

b. MSU – On November 19, 2021, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and Bernardo Caraballo Perez for a 4-bedroom, 1-bath residential property located at #100 ole Ojea, Cabo Rojo, Puerto Rico, for the purpose of housing students, staff and faculty and storing research equipment used to conduct fisheries research funded by the Puerto Rico Department of Natural and Environmental Resources. The original lease term was five years beginning March 1, 2017 through February 28, 2022. This request is to extend the lease for one year or until February 28, 2023, at a cost of $7,200 to be prepaid on or before March 1, 2022. 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.

c. MSU – On December 2, 2021, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and Five J Farms, LLC for the use of five acres of land in Greenwood, MS, including 2 temporary storage containers and a 20x20 shop space with utilities for the placement and operation of beehives. The term of the lease is five years effective January 1, 2022, at a cost of $6,000 per year. 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. MSU – On December 2, 2021, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between Mississippi State University and Mississippi State University Foundation, Inc. for the renovation of the Walker Engineering Annex Building and construction of an addition to that building. Effective February 1, 2022, the Foundation will lease property described in Exhibit A to the Lease Agreement for a 24-month period or until the completion of the renovation and construction improvements, whichever occurs first. Consideration for the lease will be the Foundation’s provision of all renovation and construction improvements...
at not cost or other expense to the university and with all improvements to and on
the premises being owned “free and clear” by the university upon the termination
of the lease. 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.

e. **UMMC** – On November 30, 2021, Commissioner Alfred Rankins, Jr., approved
the Lease between the University of Mississippi Medical Center and Jackson Brew,
LLC d/b/a PJ’s Coffee for space in the University Pavilion where lessee will
provide coffee services to patients, staff, and visitors. The term of the lease is 5-
years to begin no later than January 1, 2022. This is a revenue generating lease
estimated to earn approximately $24,707 over its 5-year term. 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.

f. **UMMC** – On November 30, 2021, Commissioner Alfred Rankins, Jr., approved
the Lease Agreement between the University of Mississippi Medical Center and
Hometown Diagnostics, LLC for 833 square feet of lab and office space in the
Pitney Bowes, Inc. for the rental of a postage meter at the UMMC Center for
Holmes County. The term of the Lease is 60 months beginning February 1, 2022
at a cost of $15879 per month as set out in Exhibit A to the Rental Agreement.
UMMC has included a 5% increase for potential postage and volume increases in
years two through five and estimates the total cost of the agreement over the five-
year term to be $45,000. 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.

g. **USM** – On December 17, 2021, Commissioner Alfred Rankins, Jr., approved a
Public Trust Tidelands Lease between the Mississippi Board of Trustees of State
Institutions of Higher Learning, for the use and benefit of USM/GCRL, and the
State of Mississippi c/o the Secretary of State, Public Lands Division. The subject
property consists of submerged lands and tidelands contiguous with USM’s
facilities at Point Cadet and described in detail in Exhibits 1 and 2 to the Lease.
The initial term of the lease if forty years beginning November 1, 2021, with a right
for the Lessee to extend the lease for a subsequent 25-year secondary term. There
is no cost to the university. 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. **USM** – On December 17, 2021, Commissioner Alfred Rankins, Jr., approved an
extension to an existing agreement between the University of Southern Mississippi
and Anthology, Inc. (formerly Campus Management Corporation) previously
approved by the Board in August 2018. The extension amount is $5,789.72. The
added amount does not exceed 110% of the current contract. (Original amount:
This agreement is for Student Recruitment Constituent Relationship Management software and is being extended to November 30, 2022. 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. A copy of the documents is on file in the IHL Board Office.

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. UMMC – On September 28, 2021, UMMC entered into a Services Agreement with I3 Simulations LTD (I3) for the design, development, and deployment of the Sim Gym Training Simulation System and content library. This software will be developed for the specific needs of UMMC as an educational tool that utilizes a virtual patient for remote training of healthcare providers across multiple disciplines such as nurses, physicians, EMTs, and any other healthcare workers who are required to provide direct patient care, while reducing the requirement of face-to-face training as the COVID-19 pandemic continues. Additionally, the agreement requires prepayment of $87,757.42 to begin the project. The term of the Services Agreement is one (1) year, from September 28, 2021, to September 27,
2022. The total cost of the Services Agreement is $390,033. The Service Agreement will be funded through Higher Education Emergency Relief Funds II (HEERF 2) grant funds. The in-person restrictions during the COVID-19 pandemic have severely limited UMMC’s teaching and gathering capacity, while distance-learning software such as the Sim Gym eliminates this safety concern for future case-based learning through healthcare simulation. By utilizing this software, UMMC is able to improve medical knowledge, interprofessional communication and patient care in a safe and pandemic-proof manner. UMMC’s Office of General Counsel reviewed the Services Agreement for compliance with applicable law and found the same to be acceptable.

b. UMMC – The institution is currently contracted with AMN Healthcare, Inc. (AMN) for augmentation of ancillary staffing at UMMC Grenada, to be utilized on an as-needed basis. On October 29, 2021, in response to the staffing shortages caused by the COVID-19 pandemic, UMMC entered an amendment to extend the term of the agreement, adjust the rates for staffing, and include the ability to add additional positions by mutual agreement. COVID-19 has drastically impacted staffing and UMMC’s ability to retain staff in certain positions. Additionally, a number of hospitals nationwide are paying premium rates to attract staff during this national emergency/pandemic. Due to these factors, UMMC amended the agreement to provide additional options during these extenuating circumstances to meet the healthcare needs of UMMC’s patients. The term of the amended Agreement is three (3) years and twenty-seven (27) days, from December 5, 2019, through December 31, 2022. The original agreement was for a term of two (2) years beginning December 5, 2019. The first amendment extends the term for an additional one (1) year and twenty-seven (27) Days. The total cost of amended agreement is $1,240,000. The total cost of the original agreement was $240,000. During the extended term, UMMC anticipates the need for an additional $1,000,000. Fees are based upon hourly rates for the ancillary staff. This agreement will be funded by hospital patient revenue. UMMC Grenada’s ancillary services are in a critical staffing crisis due to COVID-19. As the pandemic unfolded, many UMMC Grenada employees resigned to work in overwhelmed facilities. Consequently, UMMC Grenada is currently short staffed and many employees are resigning. It is decimating entire shifts. The remaining employees are overwhelmed and the stress of the workload is it is taking a toll on them. AMN Healthcare has a large ancillary database, and they have been very successful at recruiting workers for UMMC Grenada. UMMC’s Office of General Counsel reviewed the First Amendment to the Healthcare Staffing Agreement for compliance with applicable law and found the same to be acceptable.

c. UMMC – On November 22, 2021, UMMC entered into a purchase and service agreement with Spectrum Medical, Inc. (Spectrum Medical) for the purchase of two (2) Extracorporeal Membrane Oxygenation (ECMO) pumps, associated accessories, and service. The ECMO pumps are needed for the treatment of patients whose lungs are not functioning well enough to provide the body with enough oxygen. It is a life support method that can be used when a mechanical ventilator
has failed to rid the body of carbon dioxide and is often used for patients pre-/post-
transplant and for those with significant lung disease, including COVID-19
patients. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and
Services, UMMC will prepay 75% of the purchase price of the equipment and will
also prepay services on an annual basis. The term of the agreement is five (5) years,
from November 22, 2021, through November 21, 2026. The total estimated cost
over the five (5) year term is $445,401.60. The equipment purchase price is
$286,366. Beginning in year two (2), UMMC has included a three percent (3%)
increase per year for potential increases in the cost of service. Spectrum Medical
may increase the service cost three percent (3%) per year, after the first year of the
agreement. The agreement will be funded by hospital patient revenue. COVID-19
positive patients that require maximal lung support that is not achievable with a
conventional ventilator can be placed on ECMO to provide support until the lungs
have time to heal. This has become a standard treatment for COVID-19 positive
patients across the United States as well as around the world. UMMC currently
owns six (6) Getinge ECMO machines that are in use but are past end of life.
Preventive maintenance has been performed to keep the equipment safe for use.
However, Getinge has notified UMMC that it will no longer perform service on the
equipment. If the equipment goes down, it will significantly impact UMMC’s
ability to care for COVID-19 patients. As the nation continues to see an uptick in
positive cases, UMMC enter into this Agreement to purchase additional ECMO or
order to effectively respond to the ongoing COVID-19 pandemic. UMMC’s Office
of General Counsel reviewed the Quote No. BDQC0726 and the related Terms and
Conditions with Spectrum for compliance with applicable law and found the same
to be acceptable.

PERSONNEL

2. Sabbatical
Mississippi State University
FROM: Kenneth Deon Roskelley; Professor of Finance and Economics; salary
$172,800.00 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 18, 2021]
CORRECTED: This item was rescinded.

FROM: John Edward Swan II; Professor of Computer Science and Engineering; salary
$134,871.00 per annum, pro rata; E&G and Restricted Funds; 9-month contract; no change
in salary during sabbatical period; E&G and Restricted Funds; effective January 1, 2022 to
May 15, 2022; professional development
[Originally approved by IHL Board March 18, 2021]
CORRECTED: This item was rescinded.
Health Affairs Committee Report

Wednesday, January 19, 2022

Committee members participated in the meeting in person or via Zoom. In accordance with Miss. Code Ann., §25-41-5, as amended, all votes taken during this meeting were recorded by name in a rollcall. This was a regular monthly meeting of the Health Affairs Committee. The meeting was called to order by Chairman Alfred McNair at approximately 3:00 p.m. The following items were discussed.

1. The Committee discussed an update on COVID-19 matters and discussed the monthly financial summary. No action was taken.

2. Executive Session
   On motion by Trustee Duff, seconded by Trustee Rader, with Trustees Cummings and Luckey absent and not voting, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Cunningham, seconded by Trustee Hubbard, with Trustees Cummings and Luckey 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 the strategic business plans related to a public hospital.
   During Executive Session, the following matters were discussed:
   The Committee discussed the strategic business plans related to a public hospital. No action was taken.
   On motion by Trustee Hubbard, seconded by Trustee Duff, with Trustees Cummings and Luckey absent and not voting, all Committee members legally present and participating voted unanimously to return to open session.
   3. On motion by Trustee Rader, seconded by Trustee Morgan, with Trustees Cummings and Luckey 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) (via Zoom), Dr. Steven Cunningham (via Zoom), Mr. Tom Duff, Ms. Teresa Hubbard, Mr. Bruce Martin (via Zoom), Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, Mr. Gregg Rader, and Dr. Walt Starr. Dr. Ormella Cummings and Ms. Jeanne Luckey were absent.

Announcements

- President Starr announced the next scheduled meeting is February 17, 2022 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 Rader, with Trustee Luckey participating via Zoom, all Trustees legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Martin, seconded by Trustee Cummings, with Trustee Luckey participating via Zoom, all Trustees legally present and participating voted unanimously to enter Executive Session for the reasons reported to the public and stated in these minutes, as follows:

Discussion of a personnel matter at the University of Mississippi.
Discussion of a personnel matter at Alcorn State University.
Discussion of a personnel matter at the University of Southern Mississippi.

During Executive Session, the following matters were discussed:

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

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

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

On motion by Trustee Parker, seconded by Trustee Hubbard, with Trustee Luckey participating via Zoom, 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 Cummings, seconded by Trustee Martin, with Trustee Luckey participating via Zoom, all Trustees legally present and participating voted unanimously to adjourn the meeting.

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

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

Exhibit 1  Real Estate items that were approved by the IHL Board staff subsequent to the November 18, 2021 Board meeting.

Exhibit 2  Report of the payment of legal fees to outside counsel.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE NOVEMBER 18, 2021 BOARD MEETING SUBMISSION DEADLINE

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

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

ALCORN STATE UNIVERSITY

1. ASU- GS 101-310 – NEW FACULTY AND STAFF HOUSING
   NOTE: This is a Bureau of Building project
   Approval Request #1: Change Order #5
   Board staff approved Change Order #5 in the amount of $16,344.00 and ten (10) additional days to the contract of Ergon Construction Group, Inc.
   Approval Status & Date: APPROVED, November 18, 2020
   Change Order Description: Change Order #5 includes the following items: installed four (4) total security cameras, two (2) at the north gate and two (2) at the south gate. One (1) for driver face and one (1) for car tag documentation to include programming of the new cameras into the CCTV server in the security office and a three (3) year manufacturer’s warranty on the cameras and a one (1) year warranty on the installation; and ten (10) days to the contract.
   Change Order Justification: These changes were necessary due to user/owner requested modifications and days for work as indicated herein.
   Total Project Change Orders and Amount: Five (5) change orders for a total amount of $677,011.80.
   Project Initiation Date: April 20, 2017
   Design Professional: Architecture South, P.A.
   General Contractor: Ergon Construction Group, Inc.
   Total Project Budget: $10,400,000.00

DELTA STATE UNIVERSITY

2. DSU- GS 102-271- NURSING SCHOOL EXPANSION AND RENOVATION
   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
EXHIBIT 1
January 20, 2022

Estate and Facilities Committee on December 9, 2021 to approve the budget increase on
the Nursing School Expansion and Renovation project from $125,000.00 to
$11,875,000.00, for an increase of $11,750,000.00 and added funding sources HB 1730
Laws of 2020 ($950,000.00); SB 2971, Laws of 2021 ($10,800,000.00).
Interim Approval Status & Date: APPROVED, December 9, 2020

Approval Request #2: Contract Documents
Board staff approved Contract Documents as submitted by Eley Guild Hardy Architects
Approval Status & Date: APPROVED, December 9, 2021

Approval Request #3: Advertise
Board staff approved request to advertise for receipt of bids.
Approval Status & Date: APPROVED, December 9, 2021

Approval Request #4 (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 December 20, 2021 to approve the budget increase on
the Nursing School Expansion and Renovation project from $11,875,000.00 to
$12,310,000.00, for an increase of $435,000.00. Additional funds for this budget
increase will be provided by private donations.
Interim Approval Status & Date: APPROVED, December 20, 2021

Project Initiation Date: February 18, 2021
Design Professional: Eley Guild Hardy Architects
General Contractor: TBD
Total Project Budget: $12,310,000.00

MISSISSIPPI STATE UNIVERSITY

3. MSU–GS 105-355 – ENGINEERING & SCIENCE COMPLEX
NOTE: This is a Bureau of Building project

Approval Request #1: Change Order #10
Board staff approved Change Order #10 in the amount of $5,285.44 and fifty (50)
additional days to the contract of West Brothers Construction, Inc.
Approval Status & Date: APPROVED, December 1, 2021

Change Order Description: Change Order #10 includes the following items: installed a
quazite pull box north of the material storage building for protection and future access to
electrical conduits; installed a door access control rough-ins inside of the material storage
building; and fifty (50) days to the contract.
Change Order Justification: These changes were necessary due to user/owner requested
modifications and loss of time due to adverse weather conditions.
Total Project Change Orders and Amount: Ten (10) change orders for a total amount of
$1,527,540.53.

Project Initiation Date: June 18, 2015
Design Professional: Eley Guild Hardy Architects
General Contractor: West Brothers Construction, Inc.
Total Project Budget: $34,000,000.00
4. **MSU-IHL 205-283– ADDITION AND RENOVATION OF HUMPHREY COLISEUM**
   - **Approval Request #1: Contract Documents**
     Board staff approved Contract Documents as submitted by Dale Partners Architects, P.A.
     **Approval Status & Date:** APPROVED, December 21, 2021
   - **Approval Request #2: Advertise**
     Board staff approved request to advertise for receipt of bids.
     **Approval Status & Date:** APPROVED, December 21, 2021
   - **Project Initiation Date:** June 16, 2018
   - **Design Professional:** Dale partners Architects, P.A.
   - **General Contractor:** TBD
   - **Total Project Budget:** $80,000,000.00

5. **MSU-IHL 205-291– TRANSIT FACILITY**
   - **Approval Request #1: Change Order #1**
     Board staff approved Change Order #1 in the amount of $168,425.07 and zero (0) additional days to the contract of J.T. Harrison Construction Co., Inc.
     **Approval Status & Date:** APPROVED, November 23, 2021
     **Change Order Description:** Change Order #1 includes the following items: removed the soap dispenser, paper towel dispensers and warm air dryers from the scope of work; credit issued to remove two (2) evacuation maps from the scope; deleted the banner arms from the fixture type 9 poles; added an annunciator panel in the fire riser room; relocated the fuel controls; and added a new concrete paving area.
     **Change Order Justification:** These changes were necessary due to user/owner requested modifications.
   - **Approval Request #2: Change Order #2**
     Board staff approved Change Order #2 in the amount of $90,634.95 and zero (0) additional days to the contract of J.T. Harrison Construction Co., Inc.
     **Approval Status & Date:** APPROVED, December 1, 2021
     **Change Order Description:** Change Order #2 includes the following items: added audio/visual equipment.
     **Change Order Justification:** These changes were necessary due to user/owner requested modifications.
     **Total Project Change Orders and Amount:** Two (2) change orders for a total amount of $259,060.02.
   - **Project Initiation Date:** April 18, 2019
   - **Design Professional:** Shafer-Zahner-Zahner
   - **General Contractor:** J. T. Harrison Construction Co., Inc.
   - **Total Project Budget:** $4,950,000.00

6. **MSU-IHL 205-306– IED PARKING LOT IMPROVEMENTS**
   - **Approval Request #1: Change Order #2**
     Board staff approved Change Order #2 in the amount of $9,106.35 and three (3) additional days to the contract of Burns Dirt Construction, Inc.
     **Approval Status & Date:** APPROVED, November 17, 2021
EXHIBIT 1
January 20, 2022

Change Order Description: Change Order #2 includes the following items: removed deleterious material and backfill and replaced with suitable material prior to placing subbase and paving; old water line was demolished and replaced; a precast concrete inlet was designed and placed at H2 that was big enough to support the additional storm drainage pipes; the prefabricated inlet H2 was slightly modified and placed in the location of the existing inlet H1; an existing steam line was removed; credit issued for electric box drain pipe material substitution; credit issued for electric box/fiber work that was not done between IED and Herbert Hall as the existing electrical lines were of adequate depth and did not require that work; installed two (2) valves were installed to separate the irrigation zone between Herbert Hall and IED; and three (3) days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of $10,911.20.

Project Initiation Date: June 18, 2020
Design Professional: Pickering Firm, Inc.
General Contractor: Burns Dirt Construction, Inc.
Total Project Budget: $2,000,000.00

7. MSU- IHL 205-308 – CVM FACILITY EXPANSION

Approval Request #1: Change Order #1
Board staff approved Change Order #1 in the amount of $15,548.70 and zero (0) additional days to the contract of The ArCon Group, LLC.

Approval Status & Date: APPROVED, November 17, 2020

Change Order Description: Change Order #1 includes the following items: modifications made to the door hardware, door changes for the CT equipment and elevator waterproofing.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of $15,548.70.

Project Initiation Date: April 16, 2020
Design Professional: Machado Patano, PLLC
General Contractor: The ArCon Group, LLC
Total Project Budget: $5,600,000.00

8. MSU- IHL 205-317 – IED CNC LAB RENOVATION

Approval Request #1: Change Order #1
Board staff approved Change Order #1 in the amount of $45,036.93 and twenty-eight (28) additional days to the contract of Ethos Contracting Group, LLC.

Approval Status & Date: APPROVED, November 22, 2021

Change Order Description: Change Order #1 includes the following items: removed two (2) full piers; demolished additional closets; door size changes for the CNC lab equipment accommodations; revisions to the arches and trim detail; wall framing
performed at the tip of the perimeter wall; removed wallpaper and sanded eight (8) wood columns; repaired holes in the ceiling; trimmed around the electrical enclosures; grinding of concrete pier protrusions; changed 1” metal hat channel to 7/8” metal hat channel; added a main breaker to a panel; removed gas, air and sanitary sewer piping; furring around a fire riser; replaced a damaged floor; mitigated termite damage; and twenty-eight (28) days to the contract.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of $45,036.93.

Project Initiation Date: July 18, 2021
Design Professional: Beard + Riser Architects, PLLC
General Contractor: Ethos Contracting Group, LLC
Total Project Budget: $1,400,000.00

9. MSU- IHL 205-321- SUMMER 2022 PAVING
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 December 9, 2021 to approve the initiation, budget increase and design professional for the Summer 2022 paving project. The budget increased from $990,000.00 to $1,200,000.00, for an increase of $870,000.00.
Interim Approval Status & Date: APPROVED, December 9, 2020
Project Initiation Date: December 9, 2021
Design Professional: Neel-Schaffer, Engineers and Planners, Inc.
General Contractor: TBD
Total Project Budget: $1,200,000.00

10. MSU- IHL 405-001– MUSIC BUILDING RE-BID
Approval Request #1: Change Order #4
Board staff approved Change Order #4 in the amount of $37,561.09 and zero (0) additional days to the contract of Mac’s Construction Company, Inc.
Approval Status & Date: APPROVED, January 5, 2022
Change Order Description: Change Order #4 includes the following items: changes made to the interior finishes; changes made to the electrical for audio/visual; added an additional Annunciator panel at the fire riser in a mechanical room; electrical audio/visual coordination done; credit for miscellaneous changes; added wall track lighting and an art suspension system; and additional graphic wall covering.
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: Four (4) change orders for a total amount of $253,656.09.
Project Initiation Date: May 18, 2017
Design Professional: Allred Stolarski Architects
General Contractor: Mac’s Construction Company, Inc.
11. **MSU-IHL 413-001 – BALLEW HALL RENOVATION**
   
   **Approval Request #1: Design Development Documents**
   
   Board staff approved the Design Development Documents as submitted by Belinda Stewart Architects.
   
   **Approval Status & Date:** APPROVED, December 9, 2021
   
   **Project Initiation Date:** March 1, 2019
   
   **Design Professional:** Belinda Stewart Architects
   
   **General Contractor:** TBD
   
   **Total Project Budget:** $1,700,000.00

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

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

   Board staff approved Change Order #13 in the credit amount of $25,000.00 and one hundred sixty-two (162) additional days to the contract of Fountain Construction Co., Inc.

   **Approval Status & Date:** APPROVED, January 7, 2022

   **Change Order Description:** Change Order #13 includes the following items: deducted the contingency allowance for the elevator installation; and added time extensions.

   **Change Order Justification:** These changes were necessary as the contingency allowance for the new elevator installation was not needed or used; and days for work as indicated herein due to manufacturing delays with the elevator and unexpected difficulties scheduling the testing as its operation affected the Day Surgery Center.

   **Total Project Change Orders and Amount:** Thirteen (13) change orders for a total amount of $1,015,824.80.

   **Project Initiation Date:** May 18, 2017

   **Design Professional:** Foil Wyatt Architects & Planners, PLLC

   **General Contractor:** Fountain Construction Co., Inc.

   **Total Project Budget:** $7,683,767.14

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13. **UMMC- IHL #209-578– GROSS ANATOMY PHASE III**

   **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 December 9, 2021 to approve the Initiation and appointment of the design professional.

   **Interim Approval Status & Date:** APPROVED, December 9, 2021

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

   **Design Professional:** Eley Guild Hardy Architects

   **General Contractor:** TBD

   **Total Project Budget:** $11,875,000.00
EXHIBIT 2
January 20, 2022

SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

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

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 10/1/21, 11/1/21 and 12/2/21) from the funds of Alcorn State University. (These statements, in the amounts of $81.28, $960.00 and $2,500.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE…………………………………………………………$ 3,541.28

Payment of legal fees for professional services rendered by Ware|Immigration (statement dated 10/4/21, 11/8/21) from the funds of Jackson State University. (These statements, in the amounts of $3,460.00 and $9,425.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE…………………………………………………………$ 12,885.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 10/20/21 and 10/20/21) from the funds of Mississippi State University. (These statements, in the amounts of $343.75 and $5,981.25, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE…………………………………………………………$ 6,325.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 11/15/21 and 12/8/21) from the funds of Mississippi State University. (These statements, in the amounts of $649.00 and $826.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE…………………………………………………………$ 1,475.00

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 9/1/21, 10/1/21, 11/1/21, 12/1/21, 12/1/21 and 12/1/21) from the funds of Mississippi State University. (These statements, in the amounts of $2,500.00, $2,000.00, $2,500.00, $2,500.00, $682.50 and $702.50, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE…………………………………………………………$ 10,885.00
Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 11/10/21) from the funds of the University of Mississippi. (This statement, in the amount of $525.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.................................................$  525.00

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 11/11/21) from the funds of the University of Mississippi. (This statement, in the amount of $10,200.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE.................................................$  10,200.00

Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 12/7/21) from the funds of the University of Mississippi. (This statement, in the amount of $577.18, represents services and expenses in connection with general legal advice.)

TOTAL DUE.................................................$  577.18

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 11/1/21, 11/1/21, 11/1/21, 11/1/21 and 11/1/21) from the funds of the University of Mississippi. (These statements, in the amounts of $40.35, $40.30, $75.35, $6,000.00 and $2,500.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.................................................$  8,656.00

Payment of legal fees for professional services rendered by Baker, Donelson, Bearman, Caldwell & Berkowitz, PC (statement dated 12/3/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $3,094.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................$  3,094.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/18/21, 11/5/21, 11/5/21, 11/15/21, 11/15/21 and 12/9/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $68,506.89, $9,360.00, $423.40, $88,197.69, $10,591.25 and $2,712.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................$  179,791.73
Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 9/27/21, 10/25/21, 10/25/21 and 11/24/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,154.34, $1,353.00, $693.00, and $148.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE: $4,348.84

Payment of legal fees for professional services rendered by Hagwood & Tipton, P.C. (statements dated 11/10/21, 11/10/21, 11/10/21 and 11/10/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $99.00, $3,105.00, $1,687.94 and $231.00, represent services and expenses in connection with legal advice.)

TOTAL DUE: $5,122.94

Payment of legal fees for professional services rendered by Hogan Lovells, US, LLP (statement dated 11/29/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $1,000.00, represents services and expenses in connection with legal advice.)

TOTAL DUE: $1,000.00

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statements dated 10/6/21, 11/4/21, 11/4/21, 11/4/21 and 12/6/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,105.50, $3,623.70, $2,714.70, $2,808.90 and $4,081.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE: $14,334.30

Payment of legal fees for professional services rendered by Page, Kruger & Holland (statements dated 11/5/21 and 11/9/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $99.00 and $1,815.07, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE: $1,914.07

Payment of legal fees for professional services rendered by Steen, Dalehite & Pace (statements dated 11/12/21 and 11/12/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $676.50 and $148.50, represent services and expenses in connection with legal advice.)

TOTAL DUE: $825.00
EXHIBIT 2
January 20, 2022

Payment of legal fees for professional services rendered by Taylor, Wellons, Politz, Duhe, APLC (statements dated 11/11/21, 11/11/21, 11/11/21, 11/11/21, 11/11/21 and 11/11/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $108.00, $405.00, $1,102.50, $688.50, $7,294.80 and $391.50, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 9,990.30

Payment of legal fees for professional services rendered by Watkins & Eager, PLLC (statements dated 10/21/21, 10/21/21, 10/25/21, 10/25/21, 10/25/21, 10/25/21, 11/18/21 and 11/29/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $181.50, $231.00, $9,732.60, $31.50, $120.00, $815.85, $17,208.00 and $1,693.56, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 30,014.01

Payment of legal fees for professional services rendered by the Whitfield Law Group (statements dated 11/14/21 and 11/14/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,386.00 and $20,800.00, represent services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 22,186.00

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 11/4/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $25,415.60, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 25,415.60

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statement dated 12/6/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $2,533.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.................................................................$ 2,533.50

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 11/1/21, 11/1/21, 11/1/21 and 11/1/21) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $51.13, $83.23, $2,250.00 and $3,000.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.................................................................$ 5,384.36
EXHIBIT 2
January 20, 2022

Payment of legal fees for professional services rendered by Wise Carter (statement dated 11/8/21) from the funds of the University of Southern Mississippi. (This statement, in the amount of $741.53, represents services and expenses in connection with legal advice.)

TOTAL DUE…………………………………………………………$ 741.53

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

Payment of legal fees for professional services rendered by Larry Schemmel with the Office of the Attorney General (statement dated 7/23/21) from the funds of Mississippi State University. (This statement represents the reimbursement of fees and expenses incurred in connection with the following intellectual property matter: “Learning Service Research 1878 (Seal Logo)” - $525.00.)

TOTAL DUE…………………………………………………………$ 525.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 11/15/21, 11/17/21, 11/17/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Permitting and Regulatory Compliance with MS Alcohol Beverage Control and related laws” - $649.00; Therapeutics for Breathing Disorders” - $862.00; and “Buckscore Trademark Application” - $1,049.50, respectively.)

TOTAL DUE…………………………………………………………$ 2,560.50

Payment of legal fees for professional services rendered by Conley Rose (statements dated 11/4/21, 11/4/21, 11/4/21 and 11/4/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Face Mask Testing” - $295.00; “Common Mode EMI Modeling and Mitigation Techniques” - $10,455.00; “Wearable Flexible Sensor Motion Capture System” - $2,595.00; and “Accessories for Raman and Luminescence Spectral Acquisitions” - $1,605.00.)

TOTAL DUE…………………………………………………………$ 14,950.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dates 12/8/21, 12/8/21, 12/8/21 and 12/8/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same” - $87.50; “Drugs Conjugated with Hexose Phosphate and Methods of Making and Using Same” - $70.00; “Vaccine Composition Comprising Recombinant Protein and Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” - $4,227.50; and “Utilization of Oleaginous Microorganisms as an Oral Supplement for Animals” - $770.00, respectively.)

TOTAL DUE…………………………………………………………$ 5,155.00
Payment of legal fees for professional services rendered by Stites & Harbison (statement dated 11/15/21) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Coal Char-Production and Properties” - $188.00.)

**TOTAL DUE………………………………………………….**$ 188.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 8/27/21, 9/14/21, 10/20/21 and 10/29/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Topical Compositions for Treating Peripheral Neuropathic Pain” - $930.00; “Stuttering Inhibition Method and Device” - $1,180.00; “Stuttering Inhibition Method and Device” - $5,015.00; and “Topical Compositions for Treating Peripheral Neuropathic Pain” - $1,280.00, respectively.)

**TOTAL DUE………………………………………………….**$ 8,405.00

Payment of legal fees for professional services rendered by Thomas|Horstemeyer, L.L.P. (statements dated 8/30/21, 8/30/21, 8/30/21, 8/30/21, 8/30/21, 8/30/21, 8/30/21, 8/30/21, 8/30/21, 9/30/21, 9/30/21, 10/27/21, 10/27/21, 10/27/21, 10/27/21, 10/27/21, 10/27/21, and 10/27/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Isolation of Pure Cannabinoids from Cannabis” - $1,100.00; “Dyes, Dye-Sensitized Solar Cells, and Methods of Making and Using Same” - $623.66; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes in Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $1,331.75; “Biologically Active Cannabidiol Analogs” - $1,667.60; “Biologically Active Cannabidiol Analogs” - $2,274.00; “Isolation of Pure Cannabinoids from Cannabis” $1,743.40; “Cytochrome bc1 Complex Inhibitors and Methods of Use Thereof” - $1,860.00; “Cannabichromene-Valinate-Hemisuccinate (CBC-Val-HS) A New Derivative with Improved Oral Bioavailability” - $3,150.00; “pH- and Reduction-Responsive Polymeric Nanoparticles for Co-Delivery of Peptide Antigens and Hydrophobic Adjuvants” - $1,000.00; “Design, Synthesis, and Photophysical Properties of a Novel NIR II Dye for Biological Imaging and Optoelectronic Devices” - $6,410.00; “Biologically Active Cannabidiol Analogs” - $634.71; “Discovery of 5a-prenan-2β, 3a-diol-20-one as a neuroHIV Protective Agent” - $1,650.00; “Biologically Active Cannabidiol Analogs” - $1,350.00; “Biologically Active Cannabidiol Analogs” - $1,350.00; “Biologically Active Cannabidiol Analogs” - $1,350.00; “Biologically Active Cannabidiol Analogs” - $1,350.00; “Biologically Active Cannabidiol Analogs” - $250.00; “Biologically Active Cannabidiol Analogs” - $3,000.00; and “Biologically Active Cannabidiol Analogs” - $1,315.00.)

**TOTAL DUE………………………………………………….**$ 33,410.12

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 9/22/21, 10/12/21, 10/12/21, 10/12/21, 11/11/21, 11/11/21, 12/15/21 and 12/15/21) from the funds of the University of Mississippi Medical Center. (These statements, in the
amounts of $182.00, $1,584.00, $792.00, $1,142.00, $572.50, $130.00, $260.00, $286.00 and $130.00, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE..................................................................................$ 5,078.50

Payment of legal fees for professional services rendered by Workman Nydegger (statements dated 8/20/21, 8/20/21, 10/13/21, 10/13/21, 10/13/21 and 10/13/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $9,907.50, $3,953.90, $545.00, $365.75, $6,865.00 and $108.75, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE..................................................................................$ 21,745.90

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 10/29/21, 10/29/21, 10/29/21, 11/30/21 and 11/30/21) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: “Phenylphosphine Oxide Epoxy Polymer and Atomic Oxygen Stable Epoxy Polymer” - $17,122.50; “Infrared Detection with Intrinsically Conductive” - $18,246.00; “Methodology and Instrumentation for Thin Film Mechanical Analysis” - $826.00; “Polymergent LLC License Agreement” - $295.00 and “Gulf Blue Trademark” - $147.50, respectively.)

TOTAL DUE..................................................................................$ 36,637.00
1. **UM – MODIFICATION OF EXISTING ACADEMIC UNIT**

DELETING

Unit Title: **Department of Applied Gerontology**
Unit Location: School of Applied Sciences
Effective Date: February 2022
Degree Programs Offered Within Unit: Undergraduate Major in Applied Gerontology; Online Undergraduate Minor in Applied Gerontology

Reason for Request: The Department of Applied Gerontology was intended and designed to facilitate degree programs in gerontology, healthy aging, longevity, and aging studies. Degree programs within the Department of Applied Gerontology were created and implemented prior to the development of an academic department and were designed to be interdisciplinary. Currently, all but four courses in the undergraduate offerings are cross-listed and taught by instructors in other academic departments within the School of Applied Sciences.

At present, the department houses one full-time faculty member who will retire in June 2022. Degree program growth is slow. (Undergraduate major enrollment reached a peak of 10 students in 2020. Current enrollment includes 8 majors and 18 online minors.) Low enrollment notwithstanding, there is no need to fund and operate a department with interdisciplinary degree programs when course instruction and student advising can be distributed across other academic departments within the School of Applied Sciences.

Deletion of the department will not affect academic offerings or programs. UM will continue to offer Applied Gerontology degree programs. A single faculty member - with a terminal degree in a discipline housed in one of the School's academic departments and a background in gerontological studies - may serve as Applied Gerontology Program Director. Courses within the Applied Gerontology program that are not cross-listed may be taught by the Program Director and other faculty across the School. Applied Gerontology students will continue to receive academic advising from the Program Director and academic coordinators in the School of Applied Sciences. No students, faculty, or staff will be displaced.

**STAFF RECOMMENDATION:** Board staff recommends approval of these items.
1. **MSU – REQUEST FOR APPROVAL TO ENTER INTO A POWER CONTRACT WITH 4-COUNTY ELECTRIC POWER ASSOCIATION**

**Agenda Item Request:** Mississippi State University requests approval of an Industrial Power Contract with **4-County Electric Power Association** which is attached to the Keep Whole Agreement as Exhibit “A.” Once power is capable of being delivered to the Data Center in the required quantity, MSU and 4-County will finalize and enter into the Industrial Power Contract. MSU requests approval to finalize and enter into the contract without further Board approval. MSU will submit the final contract to the Board as an information item.

**Contractor’s Legal Name:** 4-County Electric Power Association

**History of Contract:** MSU has worked with 4-County and TVA to determine the most cost-efficient manner to obtain the required power. This will be the second contract pertaining to this substation with the Keep Whole Agreement being the first.

**Specific Type of Contract:** Power Contract

**Purpose:** A substation must be constructed by 4-County to supply enough electricity to operate the computing systems and equipment which will be located in the University’s High Performance Computer Network Data Center (IHL Project #205-310). Once power is capable of being delivered to the Data Center in the required quantity, MSU and 4-County will finalize and enter into the Industrial Power Contract. Pursuant to this contract, 4-County will supply the required power to the Data Center, MSU will repay 4-County for a portion of the costs of constructing the substation, and MSU will pay a reduced rate for the power consumed.

**Scope of Work:** 4-County will supply the required power to the Data Center, MSU will repay 4-County for a portion of the costs of constructing the substation, and MSU will pay a reduced rate for the power consumed.

**Term of Contract:** 10 years after entering the manufacturing stage which will be approximately a year after power is capable of being delivered to the Data Center in the required quantity

**Termination Options:** 4-County has the right to discontinue power for failure of MSU to pay or upon any material violation of the agreement

**Contract Amount:** The University estimates that this contract will result in MSU saving annually on energy costs necessary to operate the Data Center. Once the substation is fully operational, the University will pay TVA’s lowest energy rate – the manufacturing (MSB) rate for each kWh of power. At the estimated power demand of 15,000 kW, this
will result in savings of approximately 30 cents per kwh, or $3,000,000 annually, when compared to the current GSA3 rate schedule.

Based on current estimates MSU will be responsible for a $1.8 Million initial contribution toward construction, but this investment will be offset by the savings above. The initial investment to be made by MSU is calculated as follows:

The estimated infrastructure investment is $6,240,000. The actual amount will be included in the contract before it is executed. MSU will be responsible for an initial financial investment (“Contribution in Aid of Construction” or “CIAC”) based on 4-County’s total infrastructure investment minus the following:

(a) TVA Transmission Line Agreement Deposit: Part or all of the line extension cost associated with the transmission line improvements will be credited back to 4-County by TVA upon the facility taking delivery of power in the Manufacturing Stage. This cost is not required in the initial CIAC. Any transmission line costs not reimbursed to 4-County will be included in the Line Extension Costs.

(b) 4-County Performance Credit: 4-County offers a Performance Credit based on the highest average monthly peak demand for 12 consecutive months. For the purpose of determining the initial CIAC required at contract signing, the estimated Performance Credit is based on the Contract Demand. The actual Performance Credit is determined at the end of year eight (8) of the contract.

At the end of year eight (8) of the contract, a reconciliation will be calculated between the total Line Extension Costs and the aforementioned credits. At this time, MSU will be required to reimburse 4-County for the difference between the Actual Line Extension Costs and total credits earned.

In the event the contract or any renewal or replacement thereof expires or is terminated for any reason prior to the reconciliation described in Section 4(c) above, MSU shall promptly pay to 4-County, upon receipt of the statement therefore, the undepreciated portion of the Line Extension Cost, plus the cost of removing any infrastructure provided pursuant to the contract, less (i) the salvage value of materials and equipment removed and (ii) any amounts previously paid by MSU as a CIAC pursuant to Section 4(b) hereof, with the depreciated materials comprising the Line Extension Cost depreciated at the rate of 3% per year. In no event shall the foregoing credits result in 4-County owing any amount to MSU. The obligations of this paragraph shall survive any such expiration or termination until they are discharged.

During the term of the contract, MSU shall be required to pay a monthly minimum bill to 4-County, as determined by the applicable Rate Schedules, as amended, changed, replaced or adjusted from time to time.
Funding Source for Contract: The contract will be funded by University Funds.

Contractor Selection Process: N/A

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

2. MSU – REQUEST FOR APPROVAL TO ENTER INTO A UTILITY CONSTRUCTION AGREEMENT WITH 4-COUNTY ELECTRIC POWER ASSOCIATION

Agenda Item Request: Mississippi State University requests approval of a Keep Whole Agreement with 4-County Electric Power Association.

Contractor’s Legal Name: 4-County Electric Power Association

History of Contract: MSU has worked with 4-County and TVA to determine the most cost-efficient manner to obtain the required power. This is the first contract pertaining to this substation.

Specific Type of Contract: Utility construction cost guarantee

Purpose: A substation must be constructed by 4-County to supply enough electricity to operate the computing systems and equipment which will be located in the University’s High Performance Computer Network Data Center (IHL Project #205-210). Pursuant to the Keep Whole Agreement, 4-County will complete the necessary work to construct the substation and ensure that the required power is available to be delivered to the Data Center. MSU will be responsible for paying all of the associated costs for this work if MSU terminates the work prior to entering into the Industrial Power Contract. 4-County shall be responsible for all associated costs if the work is terminated for without cause by 4-County.

Scope of Work: 4-County will construct a substation and ensure that power is available to be delivered to MSU in the required amount

Term of Contract: The Keep Whole Agreement will be executed and become effective following Board approval. It will remain in effect until power is capable of being delivered to the Data Center in the required quantity which is estimated to be approximately 2 years from the date of execution.
Termination Options: The contract may be terminated by MSU at any time by notifying 4-County in writing of the termination. 4-County may terminate the work at any time. If either party does not execute the Industrial Power Contract, it will be considered a termination of the Keep Whole Agreement.

Contract Amount: The estimated infrastructure investment is $6,240,000. If MSU terminates the contract, MSU will be responsible for reimbursing 4-County for all actual costs incurred by or paid to any third-party entities that 4-County has retained or utilized. Costs shall include labor (including overtime costs), applicable overhead, professional service fees, materials, taxes, transportation, and other cost associated with the design, specification, procurement, delivery, construction, testing, or provisioning related to the work done pursuant to the Keep Whole Agreement, but in no event shall MSU be obligated to pay more than the actual costs. Costs for third-party entities shall be limited to third party costs and shall not include a “mark up” or fee payable to 4County or its affiliates. All reimbursable sums for equipment or material components of the work shall be net of any salvage or marketable value of equipment or materials. All labor (including overtime costs), applicable overheads, and professional service components of the work are agreed to have no salvage value.

If MSU does not terminate the contract and executes the Industrial Power Contract, MSU has no financial obligation under the Keep Whole Agreement. Instead, MSU’s reimbursement obligation is defined in the Industrial Power Contract.

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

Contractor Selection Process: N/A

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

3. MSU – REQUEST FOR APPROVAL TO AMEND A SUBSCRIPTION SERVICES AGREEMENT WITH SPRINGER NATURE CUSTOMER SERVICE CENTER, LLC

Agenda Item Request: Mississippi State University requests approval to amend the agreement with Springer Nature in order to add two titles to the title list and discontinue one title. Because the title we are discontinuing has a higher cost, the net change will decrease our cost in 2022 by $571.82 and the 2023 cost will decrease by $384. The original Springer Nature agreement was reviewed and approved by the IHL Board in March 2021.
MSU also requests authority to adjust the titles and subscription cost during the term of the contract provided that the change in cost does not exceed 5%.

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

**History of Contract:** MSU entered into an agreement with Springer on January 1, 2012. Prior agreements did not reach the $250,000 threshold requiring IHL approval. Springer became Springer Nature in 2018. After several years of one-year agreements we transitioned to a 3-year agreement (2021 – 2023) which was approved by IHL in March 2021.

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

**Purpose:** The purpose of the amendment is to modify the list of titles on the title list for Mississippi State University.

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

**Term of Contract:** Start date: January 1, 2021. End date: December 31, 2023.

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

**Contract Amount:**
- Subscription term 2021 - $358,435.18
- Subscription term 2022 - $370,806.58
- Subscription term 2023 - $384,274.26
- Total Cost - $1,113,516.02

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

**Contractor Selection Process:** These journals are only published by Springer. They are not available by other publishers.

**STAFF RECOMMENDATION:** Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
4. **MVSU – REQUEST FOR APPROVAL TO ENTER INTO A HEALTH CARE SERVICES AGREEMENT WITH DELTA HEALTH CENTER, INC.**

**Agenda Item Request:** Mississippi Valley State University (MVSU) requests approval to enter into a contractual agreement with Delta Health Center, Inc. to provide comprehensive health care services.

**Contractor’s Legal Name:** Delta Health Center, Incorporated

**History of Contract:** MVSU entered into a memorandum of understanding (MOU) with Delta Health Center, Inc. that began on September 1, 2021 and will end February 28, 2022. The MOU was established to provide much needed health services while the contractual agreement was being negotiated.

**Specific Type of Contract:** This is a health care services contractual agreement.

**Purpose:** The purpose of this contractual agreement is to provide a comprehensive health care program, including mental health services, for MVSU’s students, faculty and staff.

**Scope of Work:** Delta Health Center, Inc. will provide physical and mental wellness to all MVSU students, faculty and staff.

**Term of Contract:** Start Date: March 1, 2022 End Date: June 30, 2025 – however, the term of this agreement shall begin upon date of execution by both parties will end on June 30, 2025 as stated on page 3, Section 3 of the contract.

**Termination Options:**

The agreement may be terminated for the following:

- Upon the mutual and written agreement, for any reason or without reason upon at least 90 days notice to the other party;
- Either party defaults in any of its material obligations hereunder, but only if such default shall have continued for a period of 10 days after the receipt of written notice thereof from the other party;
- Delta Health may terminate its obligations immediately, in the absence, withdrawal, or termination of availability of funds from the grantor or other external funding source, if any, or authorization from the funding source to expend grant money for the purposes described in the agreement.

**Contract Amount:** The total cost of the contract is $682,823.28. Payment will be issued on a monthly basis at $17,070.58:

- March – December 2022 - $170,705.80
- January – December 2023 - $204,847.00
Funding Source for Contract: The contract will be funded by general funds.

Contractor Selection Process: MVSU published a Request for Proposals (VSRP #100081) on May 10, 2021 soliciting a contract with a health care organization to provide a comprehensive health care program, including mental health services, for its students, faculty and staff. Delta Health Center, Inc. submitted a proposal in response to the RFP. Delta Health Center, Inc. was the successful proposer on an open, fair and competitive procurement process.

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 – REQUEST FOR APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH CARNEGIE DARTLETT LLC (ADMISSIONS)

Agenda Item Request: The University of Mississippi University Office of Admissions requests approval to amend a contract with Carnegie Dartlet LLC.

Contractor’s Legal Name: Carnegie Dartlet LLC

History of Contract: UM is currently under a Master Service Agreement with Carnegie Dartlet LLC approved by the IHL Board in March of 2019. The addition of Statement of Work #2 was approved by the IHL Board in November of 2019. Statement of Work #3 and Amendment #1 were approved by the IHL Board in January of 2020. Statement of Work #4 and Amendment #2 were approved by the IHL Board in October 2020. Statement of Work #5 was approved by the IHL Board in January 2021. Statements of Work #6 and #7 were approved by the IHL Board in August 2021.

Specific Type of Contract: This is an amendment to the Master Service Agreement to add a new Statement of Work #8 extending the contract for Statement of Work #5 which expires January 24, 2022.

Purpose: This contract amendment includes Statement of Work #8 (SOW8) which will provide lead generation service to generate prospective student interest for student recruitment and enrollment.
Scope of Work: The statement of work details services provided over a twelve-month period to include prospective student lead generation through online platforms which highlight the university in various academic interest areas.

Term of Contract: The term of SOW8 is for twelve months beginning February 25, 2022 and ending February 24, 2023. The current MSA is scheduled to expire March 22, 2025.

Termination Options: As part of the Master Service Agreement, the amendment can be canceled for convenience by either party. The effective date of cancellation shall be sixty (60) days from the date of written notice of intent to cancel. In addition, this Agreement may be canceled with fourteen (14) days’ notice due to a breach of the terms of the Agreement. It may also be terminated immediately for bankruptcy, assignment for benefit of creditors, or if a receiver is appointed to control the business of the other party. This contract may be canceled for non-availability of funds in the event that the funds used to pay for the contract become unavailable due to a change or decrease in the legislative appropriation to The University of Mississippi.

Contract Amount: The amount of SOW8 is $25,899.38. This addition would increase the total amount of the existing Agreement to a sum not to exceed $1,454,253.76.

Funding Source for Contract: The source of funding for the contract will be Office of Admissions funds earmarked for the purpose of recruitment lead generation.

Contractor Selection Process: The Office of Admissions identified this lead generation service after consulting with Carnegie Dartlet to identify strategies for increasing prospective student inquiries.

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.

6. UM – REQUEST FOR APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH CARNEGIE DARTLETT LLC (MARKETING)

Agenda Item Request: University Marketing & Communications requests approval to amend a contract with Carnegie Dartlet LLC.

Contractor’s Legal Name: Carnegie Dartlet LLC

History of Contract: UM is currently under a Master Service Agreement with Carnegie Dartlet LLC approved by the IHL Board in March of 2019. The addition of Statement of
Work #2 was approved by the IHL Board in November of 2019. Statement of Work #3 and Amendment #1 were approved by the IHL Board in January of 2020. Statement of Work #4 and Amendment #2 were approved by the IHL Board in October 2020. Statement of Work #5 was approved by the IHL Board in January 2021. Statement of Work #6 and Statement of Work #7 were approved by the IHL Board in August 2021. Statement of Work #8 is included in the February 2022 submission to the IHL Board for consideration.

**Specific Type of Contract:** This is an amendment to the Master Service Agreement to add a new Statement of Work #9.

**Purpose:** This contract amendment includes Statement of Work #9 (SOW9) which outlines a proposal for a training workshop for all communicators and marketers on the Oxford campus, a two-day training workshop for University Marketing & Communications content creators to learn creative and technical skills to better apply the Ole Miss brand, and a workshop for University Marketing & Communications leadership to develop an annual strategic marketing communications plan.

**Scope of Work:** This statement of work details a 3-hour long training workshop for marketers and communicators on the University of Mississippi - Oxford campus (more than 100 people), as well as a multi-day training workshop specifically for the University Marketing & Communications team (up to 25 people) to refine and enhance a creative content strategy developed in collaboration with the Carnegie Dartlet team. The final workshop proposed is a strategic leadership retreat (up to 5 people), where University Marketing & Communications leaders will develop an annual strategic marketing communications plan and set goals for the year to come.

**Term of Contract:** The current MSA is scheduled to expire on March 22, 2025. SOW9 is a proposal for three different workshops to be held on different dates in 2022.

**Termination Options:** As part of the Master Service Agreement, the amendment can be canceled for convenience by either party. The effective date of cancellation shall be sixty (60) days from the date of written notice of intent to cancel. In addition, this Agreement may be canceled with fourteen (14) days’ notice due to a breach of the terms of the Agreement. It may also be terminated immediately for bankruptcy, assignment for benefit of creditors, or if a receiver is appointed to control the business of the other party. This contract may be canceled for non-availability of funds in the event that the funds used to pay for the contract become unavailable due to a change or decrease in the legislative appropriation to The University of Mississippi.

**Contract Amount:** The amount of SOW9 is $121,500. This addition would increase the total amount of the existing Agreement (including SOW8) to a sum not to exceed $1,575,753.76.
Funding Source for Contract: The source of funding for the contract will be University Marketing & Communications funds earmarked for brand marketing.

Contractor Selection Process: Similar to SOW2 that was approved in January 2020, the University Marketing & Communications department is choosing to partner with the same contractor that created and delivered the university’s most recent market research and corresponding brand personality. In order to better align our brand creative with that research and personality deliverable, these workshops will continue to train our content creators on how to develop assets that fit that personality.

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.

7. UM – REQUEST FOR APPROVAL TO RENEW A CONTRACTUAL SERVICES AGREEMENT WITH SAP AMERICA, INC.

Agenda Item Request: The University of Mississippi (UM) Office of Information Technology requests approval to renew a contract with SAP America, Inc. (SAP) to extend UM’s license of SAP’s SuccessFactors HCM software for an additional five years.

Contractor’s Legal Name: SAP America, Inc.

History of Contract: SAP has been UM’s ERP software vendor for the past twenty-four years, and during this time, UM has licensed several additional software modules from SAP to enhance the operational efficiencies of our core business processes. In 2017, UM licensed the Recruiting, Onboarding and Performance/Goals modules of SAP’s SuccessFactors cloud-based HCM software (see contractor selection process below). As a result, UM has fully transitioned to a 100% online process for the employee recruitment and onboarding processes. Now, new hires can complete their “paperwork” online and well ahead of their first day of employment and due to the tight integration between SAP SuccessFactors and our on premises SAP ERP system, a new hire only spends minutes with Human Resources on their first day of work instead of hours.

Further, the implementation of SuccessFactors Performance/Goals has transformed UM’s employee performance appraisal process from a legacy, paper-based annual review to a fully online process with quarterly “check ins” between employees and managers/supervisors and appraisal questions that are tailored to both the core competencies of the individual position and the strategic goals of UM. UM has piloted 180 degree reviews, where employees can evaluate/review their manager, with select departments and is currently exploring the implementation of 360 degree reviews, where
feedback about an employee’s performance is solicited from all directions (managers, co-workers/colleagues and direct reports).

Now that UM is in year five of its original five-year contract, we wish to renew/extend this contract for an additional five years beginning April 1, 2022. By executing this extension prior to the expiration of our current contract on January 29, 2023, UM will remain locked in at our current pricing levels, thereby avoiding a 3.3% increase in the per-user cost for each SAP SuccessFactors module licensed.

**Specific Type of Contract:** The agreement is for software licensing.

**Purpose:** The purpose of the agreement is to extend UM’s licensing of SAP SuccessFactors for an additional five year term.

**Scope of Work:** This contract provides the licensing for SAP SuccessFactors.

**Term of Contract:** UM is requesting a contract extension for an additional five years beginning April 1, 2022 and ending March 31, 2027.

**Termination Options:** This contract extension is governed by the General Terms and Conditions for SAP Cloud Services (GTC) executed by UM and SAP on November 21, 2017. UM may also terminate this contract as permitted under sections 3.4(b) (modification by SAP that materially reduces the Cloud Service), 7.3(b) (remedy of warranty), 7.4(c) (failure by SAP to meet their SLA standards), 8.1(c) (claims brought against customer) of the GTC. Further, UM may terminate this contract immediately if the other party files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6 of the GTC.

UM may also terminate this contract upon thirty (30) days written notice of the other party’s material breach unless the breach is cured during that thirty-day period.

**Contract Amount:** The total contract value is $648,103.83. As UM is in year five of its current contract with SAP for this software, and will have been invoiced for the period of January 30, 2022 through January 29, 2023 by the time the new contract is executed, the year one amount will be $37,266.87. Years two through five will be invoiced at $152,709.24 annually.

**Funding Source for Contract:** This extension will be funded through Educational and General university funds.

**Contractor Selection Process:** The Mississippi Department of Information Technology Services (ITS) approved this project in June 2017 and issued CP-1 #20170488. UM then issued RFP #600 (Cloud Based HCM Software) and accepted bids from any vendor.
interested in this project. Five vendors submitted proposals. UM used the following scoring criteria to evaluate the proposals:

- Evidence of financial stability (10 points)
- How well the proposal addresses the overall requirements and functionality (70 points)
- Competitive pricing (10 points)
- Reference checks (5 points)

SAP SuccessFactors attained the highest score and was approximately 30 points higher than the second place vendor. Therefore, SAP was awarded the bid.

In mid-2021, as UM was in the middle of the fourth year of the original five year contract, we began conversations with ITS on how to extend our contract for an additional five years, while meeting all ITS procurement requirements. On October 6, 2021, UM submitted project # 46781 to ITS seeking to extend our licensing/subscription of SAP SuccessFactors. Due to SAP SuccessFactors being so tightly integrated with UM’s on-premises SAP ERP system, it would be extremely cost prohibitive to procure and implement a different solution after only five years of productive use. Further, with SAP remaining steadfast in their strategic guidance that SAP SuccessFactors will be SAP’s standard HCM solution by the end of 2027, this extension will allow UM to maximize its investment in SAP SuccessFactors.

ITS approved this project and issued CP-1 #20220166 on December 1, 2021.

**STAFF RECOMMENDATION:** Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than $250,000. Legal Staff has reviewed the proposed Agreement for compliance with applicable law and finds same to be acceptable. Board staff recommends approval of this item.
8. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A LABORATORY SERVICES AGREEMENT WITH ASCEND CLINICAL, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Laboratory Services Agreement with **Ascend Clinical, LLC (Ascend)** for the laboratory testing for End Stage Renal Disease (ESRD) patients, as well as environmental laboratory testing (water, dialysate), in order to provide UMMC’s dialysis clinics with professional laboratory results. The ESRD and environmental laboratory testing cannot be performed by UMMC’s Clinical Laboratory. UMMC requests the ability to amend the agreement to add and/or remove tests as needed, as long as it does not increase the approved expenditure level.

**Contractor’s Legal Name:** Ascend Clinical, LLC

**History of Contract:** On March 21, 2019, the Board approved an agreement with Ascend for laboratory testing for ESRD patients and environmental laboratory testing. The agreement will expire March 31, 2022.

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

**Purpose:** The purpose of the agreement is to provide clinical laboratory testing ESRD patients, as well as environmental laboratory testing (water, dialysate), in order to provide UMMC’s dialysis clinics with professional laboratory results. The ESRD and environmental laboratory testing cannot be performed by UMMC’s Clinical Laboratory.

**Scope of Work:** Under the agreement, Ascend will provide:
- End Stage Renal Disease (ESRD) related laboratory services;
- additional laboratory services, such as environmental laboratory testing (water, dialysate);
- transportation of specimens;
- furnishing of specimen collection supplies and equipment;
- training to UMMC’s employees as needed;
- laboratory testing results; and
- use of laboratory’s LabCheck® Software.

**Term of Contract:** The term of the agreement shall be three (3) years, from April 1, 2022, through March 31, 2025.

**Termination Options:** Termination options include the following:
- by UMMC upon thirty (30) days’ written notice;
- by either party in the event of a material breach when such breach remains uncured thirty (30) days after written notice for breach of the agreement has been provided;
immediately upon Ascend’s ineligibility to participate in any federal or state healthcare programs; and
by UMMC if Ascend is unable to provide services for thirty (30) consecutive days due to a force majeure event.

Contract Amount: The total estimated cost of the three (3) year agreement is $925,000. Beginning in Year 2, UMMC has included a fifteen percent (15%) annual increase for price increases and potential volume growth. Beginning in year two (2), Ascend shall increase prices up to two and one half percent (2.5%).

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

Contractor Selection Process: Ascend is UMMC’s current provider of laboratory testing for ESRD patients and environmental laboratory testing. UMMC requested pricing from Ascend and Spectra Laboratory (Spectra). Spectra would not provide pricing.

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 – REQUEST TO AMEND A SERVICES AGREEMENT WITH COMPREHENSIVE CV SERVICES LLC

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Services Agreement with Comprehensive CV Services LLC (CV Services) for cardiac surgery support staffing, in order to add one (1) additional full time cardiac thoracic first assistant (FA) for floor rounding, consultation visits, and operating room coverage during normal operating hours.

Contractor’s Legal Name: Comprehensive CV Services LLC

History of Contract: On June 17, 2021, the Board approved the Services Agreement with CV Services for a term of three (3) years from July 1, 2021, through June 30, 2024, for cardiac surgery support staffing.

Specific type of contract: This is the First Amendment to the Services Agreement.

Purpose: The purpose of the First Amendment is to add one (1) additional full time cardiac thoracic FA for floor rounding, consultation visits, and operating room coverage during normal operating hours. The purpose of this agreement is to provide operating
room and floor coverage for cardiac surgery support services. An important element of the services required is the ability of CV Services to provide an experienced assistant able to harvest saphenous vein used in coronary artery bypass grafts.

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

- three (3) cardiac and/or thoracic first assistants (FA) for coverage during regular operating hours;
- one (1) qualified cardiac and/or thoracic first assistant experienced with harvesting saphenous vein(s) for after hour and holiday cardiac/thoracic surgery call coverage; and
- thirty (30) minutes response to the hospital upon notification by telephone of activation of surgical services.

Term of Contract: The term of the amended Agreement remains three (3) years, from July 1, 2021, through June 30, 2024. After the initial term of one (1) year, the Agreement shall automatically renew for two (2) successive one (1) year terms. The First Amendment will become effective March 1, 2022, and remain in effect until the Agreement’s expiration.

Termination Options: Termination options include:

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

- By UMMC upon thirty (30) days’ written notice in the event of a reduction in funds; and
- In the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days.

**Contract Amount:** The total cost of the amended Agreement is $1,925,000. The First Amendment will add an additional $6,250 per month, or $780,000, for the remainder of the three (3) year term.

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

**Contractor Selection Process:** UMMC is currently contracted with CV Services.

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

10. **UMMC-REQUEST FOR APPROVAL TO AMEND A MASTER LEASE AGREEMENT, ENTER INTO A FIXED PERIODIC PAYMENT SCHEDULE, AND ENTER INTO AN EQUIPMENT SERVICE AGREEMENT WITH OLYMPUS AMERICA, INC (GI LEASE)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an Amended and Restated Master Lease Agreement and Fixed Periodic Payment Schedule (GI Lease) and an Equipment Service Agreement (GI ESA). The GI Lease is for the lease of endoscopes, bronchoscopes, monitors, workstations, and accessories for gastric and pulmonary diagnostic procedures. The scopes are used for the diagnosis of digestive and broncho-pulmonary disorders. Under the GI ESA, Olympus will provide service on the leased scopes and twenty-five (25) UMMC-owned scopes. UMMC also requests approval to amend the Lease and ESA to add and/or remove the individual scopes and other equipment without prior Board approval, so long as adequate funds are available.

**Contractor’s Legal Name:** Olympus America, Inc.

**History of Contract:** October 18, 2012, the Board approved the original Master Lease Agreement 00008992 for the lease of endoscopes and bronchoscopes. The Master Lease
Agreement with Olympus establishes the general business and legal terms for future agreements between the parties. Each Lease together with the terms and conditions of the Master Lease Agreement constitutes a separate and distinct Lease for the items of equipment identified in the Schedule. On March 21, 2019, the Board approved an amendment to the Master Lease Agreement and a Lease and ESA with Olympus. The Master Lease Agreement, Lease, and ESA will expire on March 31, 2022. The proposed Amended and Restated Master Lease Agreement will replace the 2012 Master Lease Agreement.

UMMC has submitted for consideration a separate Lease and ESA tied to the same Master Lease Agreement with Olympus for the lease and service of scopes used to provide the visual field for surgical procedures in adult patients with variable gastric and pulmonary diseases.

**Specific Type of Contract:** This is a restated and amended Master Lease Agreement, a new Fixed Periodic Payment Schedule, and a new Equipment Service Agreement.

**Purpose:** The Master Lease Agreement is restated and amended to renegotiate the general business and legal terms for future agreements between the parties. The purpose of the GI Lease is for the lease of endoscopes, bronchoscopes, monitors, workstations, and accessories for gastric and pulmonary diagnostic procedures. The scopes are used to perform digestive disorder and broncho-pulmonary endoscopy diagnostic procedures. The purpose of the GI ESA is for service on the leased scopes and twenty-five (25) UMMC-owned scopes.

**Scope of Work:** Under the GI Lease, Olympus will provide scopes, such as endoscopes and bronchoscopes used to perform digestive disorder and broncho-pulmonary endoscopy procedures. Under the GI ESA, Olympus will provide service for the leased scopes, 25 UMMC-owned scopes, and loaner scopes when the leased and owned scopes are being serviced.

**Term of Contract:** The term of the Restated and Amended Master Lease Agreement is five (5) years beginning the date it is signed by both parties, which is expected to be on or about February 21, 2022, through February 20, 2027, or the expiration of all lease schedules, whichever occurs last.

The terms of the GI Lease and GI ESA are thirty-six (36) months each, from April 1, 2022, through March 31, 2025.

**Termination Options:** The Master Lease Agreement may be terminated as follows:
- by the non-defaulting party, upon default of the other party;
- by either party upon thirty days prior written notice to the other;
- by UMMC, upon sixty days written notice to Olympus at the end of a fiscal period in the event of a reduction in funds.
The GI Lease may be terminated as follows:
- by the non-defaulting party, upon default of the other party; and
- by UMMC, upon sixty days written notice to Olympus at the end of a fiscal period in the event of a reduction in funds.

The GI ESA may be terminated as follows:
- by either party in the event of a breach of a material obligation under the agreement upon thirty (30) days’ written notice, and such breach is not cured during the thirty (30) day period;
- by either party without cause after the first twelve (12) months, upon ninety (90) days’ written notice to the other party;
- by Olympus if UMMC does not issue payment timely, becomes insolvent or bankrupt, or does not comply with its obligations under the Agreement;
- by UMMC if Olympus becomes insolvent or bankrupt or does not comply with its obligations under the Agreement;
- by UMMC in the event Olympus assigns the Agreement to a third party without prior written consent; and
- by UMMC in the event Olympus or any of its employees are excluded or debarred from participation in any federal healthcare programs.

**Contract Amount:** The total cost of the GI Lease and GI ESA over the three (3) year term is $2,150,000. UMMC has also included potential costs of retained loaned scopes, as well as additional shipping charges that may apply.

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

**Contractor Selection Process:** The Olympus products qualify as clinical commodities under Miss Code Ann. §31-7-1, which are exempted from procurement requirements under §31-7-13. Service of the leased scopes may only be performed by Olympus.

**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 – REQUEST FOR APPROVAL TO AMEND A MASTER LEASE AGREEMENT, ENTER INTO A FIXED PERIODIC PAYMENT SCHEDULE, AND ENTER INTO AN EQUIPMENT SERVICE AGREEMENT WITH OLYMPUS AMERICA, INC. (OR LEASE)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an Amended and Restated Master Lease Agreement and Fixed Periodic Payment Schedule (OR Lease) and an Equipment Service Agreement (OR ESA) with Olympus America, Inc. (Olympus). The OR Lease is for the lease of products such as endoscopes, bronchoscopes, colonoscopies, monitors, workstations, and accessories for the equipment for gastric and pulmonary procedures. The scopes are used to provide the visual field for surgical procedures on adult patients with variable gastric and pulmonary diseases. Under the OR Lease, UMMC will trade in sixteen (16) UMMC-owned scopes that are at or beyond end of life. Under the OR ESA, Olympus will provide service on the leased scopes. UMMC also requests approval to amend the Lease and ESA to add and/or remove individual scopes and other equipment without prior Board approval, so long as adequate funds are available.

**Contractor’s Legal Name:** Olympus America, Inc.

**History of Contract:** October 18, 2012, the Board approved the original Master Lease Agreement 00008992 for the lease of endoscopes and bronchoscopes. The Master Lease Agreement with Olympus establishes the general business and legal terms for future agreements between the parties. Each Lease together with the terms and conditions of the Master Lease Agreement constitutes a separate and distinct Lease for the items of equipment identified in the Schedule. On March 21, 2019, the Board approved an amendment to the Master Lease Agreement and a Lease and ESA with Olympus. The Master Lease Agreement, Lease, and ESA will expire on March 31, 2022. The proposed Amended and Restated Master Lease Agreement will replace the 2012 Master Lease Agreement.

UMMC has submitted for consideration a separate Lease and ESA tied to the same Master Lease Agreement with Olympus for the lease and service of scopes used to perform digestive disorder and broncho-pulmonary endoscopy diagnostic procedures.

**Specific Type of Contract:** This is a restated and amended Master Lease Agreement, a new Fixed Periodic Payment Schedule, and a new Equipment Service Agreement.

**Purpose:** The Master Lease Agreement is restated and amended to renegotiate the general business and legal terms for future agreements between the parties. The purpose of the OR Lease is for the lease of products such as endoscopes, bronchoscopes, colonoscopies, bronchoscopes, monitors, workstations, and accessories for the equipment for gastric and pulmonary procedures. The scopes are used to provide the visual field for surgical
procedures on adult patients with variable gastric and pulmonary diseases. The purpose of the OR ESA is to provide service on the leased scopes.

**Scope of Work:** Under the OR Lease, Olympus will provide scopes, such as endoscopes and bronchoscopes, used to provide the visual field for surgical procedures on adult patients with variable gastric and pulmonary diseases. Under the OR ESA, Olympus will provide service for the leased scopes and loaner scopes when the leased scopes are being serviced.

**Term of Contract:** The term of the Restated and Amended Master Lease Agreement is five (5) years beginning the date it is signed by both parties, which is expected to be on or about February 21, 2022, through February 20, 2027, or the expiration of all lease schedules, whichever occurs last.

The term of the OR Lease will begin the date the agreement is executed by both parties, which is expected to be on or about February 21, 2022, and will expire three (3) years after acceptance of all equipment. The last piece of equipment is expected to be received on or about April 18, 2022, for an expiration date of April 17, 2025.

The term of the OR ESA is three (3) years, from March 1, 2022, through February 28, 2025.

**Termination Options:** The Master Lease Agreement may be terminated as follows:
- by the non-defaulting party, upon default of the other party;
- by either party upon thirty (30) days’ prior written notice to the other; and
- by UMMC, upon sixty (60) days’ written notice to Olympus at the end of a fiscal period in the event of a reduction in funds.

The OR Lease may be terminated as follows:
- by the non-defaulting party, upon default of the other party; and
- by UMMC, upon sixty days written notice to Olympus at the end of a fiscal period in the event of a reduction in funds.

The OR ESA may be terminated as follows:
- by either party upon thirty (30) days written notice to the other party, if the other party breaches any of its material obligations under this Agreement and such breach is not cured during such 30-day notice period;
- by either party without cause after the first twelve (12) months, upon ninety (90) days’ written notice to the other party;
- by Olympus if UMMC does not issue payment timely, becomes insolvent or bankrupt, or does not comply with its obligations under the Agreement;
- by UMMC if Olympus becomes insolvent or bankrupt or does not comply with its obligations under the Agreement;
• by UMMC if Olympus is excluded or debarred from participation in federal health care programs; and
• in the event of insufficient funds.

**Contract Amount:** The total cost of the OR Lease and OR ESA over the three (3) year term is $1,550,000. UMMC has also included potential costs of retained loaned scopes, as well as additional shipping charges that may apply.

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

**Contractor Selection Process:** The Olympus products qualify as clinical commodities under Miss Code Ann. §31-7-1, which are exempted from procurement requirements under §31-7-13. Service of the leased scopes may only be performed by Olympus.

**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.

12. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A PRICING AGREEMENT WITH OMNICELL, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval of a new Pricing Supplement 5438400 (Pricing Supplement) with Omnicell, Inc. (Omnicell). The Pricing Supplement is for the purchase of automated pharmacy dispensing cabinets, training and support services for UMMC Grenada. The automated pharmacy dispensing cabinets and technology include the ability to secure and dispense Schedule II-V narcotics while providing real time data of the dispensing and administration of these events. This data allows all transactions to be efficiently monitored to ensure the appropriate closed loop of all scheduled medication transactions. The degree of real time data is unique in the marketplace and is a necessary tool for monitoring for any potential diversion.

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

**History of Contract:** On March 22, 2018, the Board approved the five (5) year Corporate Master Agreement with Omnicell, along with Pricing Supplement 5309895. On January 16, 2020, the Board approved Pricing Supplement 5424973 and an amendment to the Corporate Master Agreement that amended the indemnification provision and added provisions on insurance and information security. The Corporate Master Agreement provides the general terms and conditions for future purchases under separate Pricing
Supplements. Each Pricing Supplement is a separate contract that incorporates the general terms and conditions of the Corporate Master Agreement. UMMC Grenada currently owns Omnicell automated pharmacy dispensing cabinets that were purchased in 2007 and 2009. The cabinets are end of life and will be replaced by the items purchased under Pricing Supplement 5438400.

Specific Type of Contract: This is a new Pricing Supplement 5438400.

Purpose: The purpose of the Pricing Supplement is to purchase automated pharmacy dispensing cabinets, training, and support services for UMMC Grenada. The automated pharmacy dispensing cabinets and technology include the ability to secure and dispense Schedule II-V narcotics while providing real time data of the dispensing and administration of these events. This data allows all transactions to be efficiently monitored to ensure the appropriate closed loop of all scheduled medication transactions. The degree of real time data is unique in the marketplace and is a necessary tool for monitoring for any potential diversion.

Scope of Work: Under the Corporate Master Agreement and Pricing Supplement, Omnicell will provide:

- installation of products;
- training in the system management and use of the products;
- support services for the products, including adjustments to products, replacement of component parts or replacement of products, software updates and upgrades;
- a 96% uptime commitment;
- a limited license for the software embedded in and used with the products;
- in-bound and out-bound interfaces with Epic; and
- discounted pricing for all available products.

UMMC will:

- select an employee to serve as the System Administrator and send the individual for training;
- train personnel in the proper use of the products;
- document and promptly report all errors or malfunctions of the products;
- provide access to personnel, equipment, and systems to facilitate support service requests; and
- commit to purchase 95% of UMMC’s total required need of automated pharmacy dispensing cabinets and automated dispensing system analytics.

Term of Contract: The term of the Corporate Master Agreement began March 26, 2018, and will remain in effect for so long as a Pricing Supplement, Schedule, attachment,
and/or exhibit remains in effect. Schedule G to the Corporate Master Agreement is for a term of five (5) years, from March 26, 2018, through March 25, 2023.

The total term of Pricing Supplement 5438400 is approximately one (1) year and eight (8) months, from March 1, 2022, through one (1) year from the date of installation of the equipment, which is anticipated to be approximately November 30, 2022. The Support Services will commence upon installation of the equipment and extend for one (1) year. Installation is anticipated begin in September 2022 and be completed in November 2022.

**Termination Options:** Termination options for the Corporate Master Agreement include:
- for cause, including UMMC’s failure to make timely payments and a material breach of any provision of the agreement;
- in the event funds are not available;
- in the event a third party makes claim relating to infringement of any US trademark, copyright, or trade secret, and Omnicell cannot procure the right for UMMC to continue using the product, replace, or modify the product;
- in the event Omnicell becomes debarred, excluded, or otherwise ineligible to participate in any state or federal healthcare program, and Omnicell is unable to cure the breach within 30 days;
- in the event Omnicell does not comply with the federal E-Verify Program; and
- in the event of a material breach of the Business Associate Agreement or violation of the Health Insurance Portability and Accountability Act (HIPAA) regulations that remains uncured following twenty (20) days written notice, or immediately if cure is not possible, in the event Omnicell improperly uses or discloses protected health information.

Termination options of Schedules to the Corporate Master Agreement also include:
- Schedule D-3 Support Services for Aesynt-branded Delivered Products:
  a. UMMC’s failure to make timely payments;
- Schedule G Preferred Relationship Terms and Conditions:
  a. for cause including material breach of any provision of the agreement;
  b. in the event the other party terminates or suspends all business activities or becomes bankrupt; and
- Schedule L Business Associate Agreement
  a. in the event of a material breach of the Business Associate Agreement or violation of the Health Insurance Portability and Accountability Act (HIPAA) regulations that remains uncured following twenty (20) days written notice, or immediately if cure is impossible.
Contract Amount: The total cost of the Pricing Supplement is $625,000. This amount includes equipment purchases of $578,220.00, equipment and software support services of $13,764.00, and shipping of $11,076.65.

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

Contractor Selection Process: UMMC is currently contracted with Omnicell.

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.

13. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MASTER SERVICES AGREEMENT AND PANDEMIC SUPPLY STORAGE SCHEDULE WITH OWENS AND MINOR DISTRIBUTION, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a new Master Services Agreement and a Pandemic Supply Storage Schedule with Owens and Minor Distribution, Inc. (O&M). The Master Services Agreement establishes the general business and legal terms for future schedules between the parties. The Pandemic Supply Storage Schedule is for storage and logistics services for UMMC-owned personal protective equipment (PPE) supplies.

Contractor’s Legal Name: Owens and Minor Distribution, Inc.

History of Contract: This is a new Master Services Agreement and Primary Distribution Services Schedule with O&M. The Master Services Agreement with O&M establishes the general business and legal terms for future schedules between the parties. The Master Services Agreement is incorporated into each service schedule, and each service schedule is treated as a separate, standalone agreement that includes the terms of the Master Services Agreement. UMMC previously contracted with O&M for pandemic supply storage for an amount less than $250,000. The agreement expired on July 31, 2021; since that date, O&M has continued to provide service without a contract. UMMC does not have storage space available for the large quantity of supplies that are required to have PPE supplies immediately available. O&M has warehouse space available, as well as the system and equipment in place for moving and pulling orders and delivering items to UMMC as requested.
UMMC has submitted for consideration a separate Primary Distribution Services Schedule tied to the same Master Services Agreement with O&M for primary medical/surgical product distribution, as well as related hospital consumable supplies, capital equipment, and non-traditional medical-surgical goods, and special orders as needed.

**Specific Type of Contract:** This is a new Master Services Agreement and Pandemic Supply Storage Schedule.

**Purpose:** The purpose of the Pandemic Supply Storage Schedule is to provide storage and logistics services for UMMC-owned PPE supplies. O&M supplies temperature-controlled warehouse space and logistics services for a large volume of PPE supplies, which ensure a constant supply of PPE and eliminates the need for UMMC to store the products at UMMC.

**Scope of Work:** Under the Pandemic Supply Storage Schedule, O&M will:
- receive UMMC’s pandemic inventory into a designated distribution center from sources designated by UMMC;
- store and handle the pandemic inventory;
- notify UMMC upon becoming aware of pandemic inventory products that are received in a damaged condition; and
- pick, pack and ship the pandemic inventory to UMMC at UMMC’s request.

Under the Pandemic Supply Storage Schedule, UMMC will:
- identify the pandemic inventory products in advance of their shipment to an O&M designated distribution center;
- advise O&M of any necessary storage, handling, transporting or other requirements and/or procedures with respect to the pandemic inventory; and
- provide, or ensure the supplier provides, O&M with information concerning the pandemic inventory which is current, accurate, and complete.

**Term of Contract:** The term of the Master Services Agreement is five (5) years, from March 1, 2022, through February 28, 2027. The term of the Pandemic Supply Storage Schedule is five (5) years, from March 1, 2022, through February 28, 2027.

**Termination Options:** The Master Services Agreement may be terminated as follows:
- automatically upon termination of the agreement between Vizient Supply, LLC and O&M;
- by either party upon written notice to the other party in the event that:
  - the other party is in material breach of the performance of a duty or obligation under the agreement and such breach has not been substantially cured within thirty (30) days following receipt by the breaching party of written notice,
The Pandemic Supply Storage Schedule may be terminated as follows:
- automatically upon termination of the agreement between Vizient Supply, LLC and O&M;
- automatically upon the expiration or termination of the Master Services Agreement;
- by either party upon written notice to the other party in the event that:
  - the other party is in material breach of the performance of a duty or obligation under the agreement and such breach has not been substantially cured within thirty (30) days following receipt by the breaching party of written notice, or
  - a petition in bankruptcy is filed by or against the other party or the other party makes an assignment for the benefit of creditors or takes advantage of any insolvency or other laws affording protection against creditors; and
- by either party upon ninety (90) days’ prior written notice to the other party.

**Contract Amount:** The total estimated cost over the five (5) year term is $1,450,000. Beginning in year two (2), UMMC has included a two percent (2%) increase for potential price and volume increases.

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

**Contractor Selection Process:** O&M 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.
14. **UMMC-REQUEST FOR APPROVAL TO AMEND A PRODUCT SCHEDULE WITH ROCHE DIAGNOSTICS CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its Product Schedule 1002559 (Schedule) with Roche Diagnostics Corporation (Roche) to add new reagent test kits to the Schedule and a purchase commitment for the new reagent test kits. The Schedule is for the lease of one (1) Roche 6800 laboratory instrument, the purchase of reagents and supplies needed for diagnostic testing on the leased equipment and owned equipment, service for both instruments, and training. The instruments and associated reagents and disposables are used to perform molecular tests such as COVID-19, Human Immunodeficiency Virus (HIV), Hepatitis B Virus (HBV), Hepatitis C Virus (HCV), Severe Acute Respiratory Syndrome (SARS), and Cytomegalovirus (CMV) viral load/polymerase chain reaction (PCR) testing, allowing physicians to diagnose, treat, and monitor patients as they move through the disease process. 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:** Roche Diagnostics Corporation

**History of Contract:** On May 21, 2020, the Board approved a new Enterprise Agreement with Roche under which UMMC may negotiate new Statements of Work or Product and/or Product Schedules. The Enterprise Agreement replaced the previous Master Agreement. The Product Schedule incorporates the 2020 Enterprise Agreement.

On November 19, 2020, the Board approved Product Schedule 1002559 with Roche for the lease of one (1) Roche 6800 laboratory instrument, the purchase of reagents and supplies needed for diagnostic testing on the leased equipment and owned equipment, service for both instruments, and training. The Product Schedule will expire five (5) years after date of installation/validation of the last piece of equipment. The installation/validation is expected to be on or about March 1, 2022.

**Specific Type of Contract:** This is the first amendment to Product Schedule 1002559.

**Purpose:** The purpose of this amendment is to add reagent test kits to the Schedule and a purchase commitment for those new reagent test kits. The purpose of the Schedule is for the lease of one (1) Roche 6800 laboratory instrument, the purchase of reagents and supplies needed for diagnostic testing on the leased equipment and owned equipment, service for both instruments and training. The instrument will be located in UMMC’s Serology Laboratory. The instruments and associated reagents and disposables are used to perform molecular tests such as COVID-19, HIV-1, HBV, HCV, SARS, and CMV viral load (PCR) testing, allowing physicians to diagnose, treat, and monitor patients as they move through the disease process.
Scope of Work: Under the amended Product Schedule 1002559, Roche will continue to provide:

- One (1) 6800 System;
- Equipment maintenance for the leased 6800 system and the UMMC owned z480 system;
- Training; and
- Associated reagents and supplies used in molecular testing.

Under the amended Schedule, UMMC will continue to:

- purchase a minimum dollar amount of reagents and supplies per year; and
- return five (5) laboratory instruments to Roche upon installation/validation of the new equipment.

Term of Contract: The amendment does not change the term of the Product Schedule. It remains six (6) years and four (4) months, from December 1, 2020, through five (5) years after date of installation/validation of the last piece of equipment. The installation/validation is expected to be on or about March 1, 2022. The term of the Enterprise Agreement began May 21, 2020, and will continue through the last expiration of a valid Schedule.

Termination Options: The termination options contained in the Enterprise Agreement include the following:

- by Roche in the event of a default by UMMC;
- by UMMC in the event of default by Roche UMMC may terminate the applicable Schedule or the Enterprise Agreement;
- by UMMC in the event a product is continuously unavailable for ninety (90) days due to a force majeure event;
- by UMMC in the event of a reduction in funds if UMMC provides written proof to Roche showing that it lost appropriations, and as a consequence it will no longer be purchasing the products under the applicable Schedule;
- by UMMC, if Roche does not comply with the integration services warranty and Roche does not correct the failure within forty-five (45) days of the warranty notice, UMMC may terminate in the following thirty (30) days; and
- by Roche if UMMC does any of the following and does not correct the problem in 30 days:
  - UMMC engages in activities that Roche reasonably deems a risk to the security or integrity of Roche, the services or any personal information, or that are prohibited pursuant to the agreement,
  - UMMC fails to pay the fees/payments on any applicable schedule, and
  - UMMC fails to comply with any of the terms and conditions of the agreement.
Product Schedule 1002559 may be terminated as follows:

- by UMMC upon one hundred eighty (180) days written notice to Roche, after the first thirty-six (36) months of the agreement; and
- by UMMC upon ninety (90) days’ advance written notice; and
- by UMMC for the remaining term of the agreement with respect to the Equipment that was upgraded if UMMC upgrades a piece of equipment included in the agreement to a new piece of Roche Equipment.

**Contract Amount:** The total amended cost over the term is $12,925,000. The total cost of the original Schedule was $6,600,000. The first amendment will add $6,325,000 to the total amended cost. This includes a fifteen percent (15%) annual increase in supply costs and potential patient volume growth, beginning in year three (3) of the agreement.

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

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

**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-REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH SELLERS DORSEY & ASSOCIATES, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Services Agreement with Sellers Dorsey & Associates, LLC (Sellers Dorsey). The agreement is for Sellers Dorsey to provide strategic consulting services to UMMC in connection with the ongoing operation, maintenance, and maximization of the Mississippi Medicaid Access to Physician Services (MS MAPS) Program, previously referred to as the Medicaid Managed Care Physician Supplemental Payment Program. MS MAPS is a Medicaid directed payment program that increases reimbursement rates for UMMC’s providers that treat Mississippi Medicaid beneficiaries.

**Contractor’s Legal Name:** Sellers Dorsey & Associates, LLC

**History of Contract:** On February 15, 2018, the Board approved a Consulting Services Agreement with Sellers Dorsey for the development and implementation of Medicaid Managed Care Physician Supplemental Payment Program, later named the Mississippi
Medicaid Access to Physician Services (MS MAPS) Program. On February 18, 2021, the Board approved an amendment to extend the term of the agreement, update the insurance and indemnification language, and add information security language. The agreement will expire on June 30, 2022.

UMMC has also submitted for consideration a request for additional funding for the current Consulting Services Agreement with Sellers Dorsey.

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

**Purpose:** The purpose of the Agreement is for the provision of strategic consulting services to UMMC in connection with the ongoing operation, maintenance, and maximization of the MS MAPS Program. MS MAPS is a Medicaid directed payment program that increases reimbursement rates for UMMC’s providers that treat Mississippi Medicaid beneficiaries.

**Scope of Work:** Under the Agreement, Sellers Dorsey will:

- assess program design and structure for compliance with federal regulations and guidance;
- assist in the examination and modification of the program to maximize federal participation;
- perform program analysis and planning;
- provide assistance with the Mississippi Division of Medicaid (DOM) throughout any payment reconciliation process;
- draft necessary documents to submit to the federal government; and
- provide assistance throughout the federal approval of subsequent program years.

**Term of Contract:** The total term of the Agreement is seven (7) years and four (4) months, from March 1, 2022, through June 30, 2029. Sellers Dorsey shall provide services for the state fiscal years 2023-2027. As payments to Sellers Dorsey are based on a contingency fee of the new federal funds generated for UMMC from participation in the MS MAPS Program, the additional two (2) years of the contract term will allow UMMC to receive the funds and pay Sellers Dorsey the applicable fee.

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

- By either party with or without cause upon providing sixty (60) days’ written notice;
- By either party if the other refuses or fails to perform any of the provisions of the agreement, otherwise fails to timely satisfy the agreement provisions, or commits any other substantial breach of this agreement, if not cured within fifteen (15) days or longer time provided in a notice of the breach;
• Immediately upon Sellers Dorsey’s breach of any of the following ongoing representations and warranties that Sellers Dorsey, its officers, directors and employees:
  o are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  o have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
  o are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;
  o are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Sellers Dorsey being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
  o has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected;
• In the event of a reduction in funds; and
• By either party in the event of a change in law resulting in an adverse consequence and the parties cannot agree to renegotiated terms.

**Contract Amount:** The estimated total cost over the seven (7) year and four (4) month term is $2,800,000. Under the agreement, UMMC pays Sellers Dorsey a contingency fee of 2.5% of the new federal funds generated for UMMC from participation in the MS MAPS Program, as well as travel expenses. UMMC has included an annual growth rate of five percent (5%) to account for possible changes in the amount of new federal funds received from the MS MAPS program during the term.

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

**Contractor Selection Process:** Sellers Dorsey is best positioned to provide the services under the Agreement, as it was instrumental in the creation of the MS MAPS program and has proven to be an excellent partner for UMMC.

**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 – REQUEST FOR APPROVAL TO ADD FUNDS TO A CONSULTING SERVICES AGREEMENT WITH SELLERS DORSEY & ASSOCIATES, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval for additional funding for its current Consulting Services Agreement with Sellers Dorsey & Associates, LLC (Sellers Dorsey). The agreement is for Sellers Dorsey to design the Medicaid Managed Care Physician Supplemental Payment Program (commonly referred to as the Mississippi Medicaid Access to Physician Services (MS MAPS Program)), assist in obtaining federal approval for the program, and aid in implementing the program by targeting physician practices affiliated with UMMC. The MS MAPS Program allows UMMC to maximize federal Medicaid payments for physician payments occurring through Medicaid Managed Care.

**Contractor’s Legal Name:** Sellers Dorsey & Associates, LLC

**History of Contract:** On February 15, 2018, the Board approved the consulting services agreement with Sellers Dorsey for the development and implementation of Medicaid Managed Care Physician Supplemental Payment Program (MS MAPS). On February 18, 2021, the Board approved an amendment to extend the term of the agreement, update the insurance and indemnification language, and add information security language. The agreement will expire on June 30, 2022. Additional funds are requested for this agreement due to an increase in the federal match percentage (FMAP) related to COVID-19. The FMAP percentage was increased for provider assistance, which led to an increase in the new federal funds received by UMMC. Under the payment structure of this agreement, UMMC pays Sellers Dorsey a percentage the new federal funds received; consequently, the amount UMMC owes to Sellers Dorsey has increased.

**Specific Type of Contract:** This is a request to add additional funds to the Consulting Services Agreement.

**Purpose:** The purpose of the request is to add funds to the agreement. The purpose of the Agreement is to develop and assist with the implementation of a Medicaid Managed Care Physician Supplemental Payment Program (MS MAPS Program) for the State of Mississippi. The MS MAPS Program allows UMMC to maximize federal Medicaid payments for physician payments occurring through Medicaid Managed Care. Under the Agreement, Sellers Dorsey designs the MS MAPS Program, assists in obtaining federal approval for the program, and aids in implementing the program by targeting physician practices affiliated with UMMC.

**Scope of Work:** Under the Agreement, Sellers Dorsey will provide the following:

- Identify physicians eligible for the program;
- Develop the Medicaid Managed Care supplemental payment financial models;
- Draft necessary documents to submit to the federal government;
Provide assistance throughout the federal approval process; and
Manage the overall project under the direction of UMMC.

**Term of Contract:** The term of the amended agreement remains unchanged at four (4) years and four (4) months, from March 1, 2018, through June 30, 2022.

**Termination Options:** Termination options include the following:
- Failure by Sellers Dorsey to comply with applicable E-Verify provisions;
- By either party with or without cause upon providing sixty (60) days’ written notice;
- By either party if the other refuses or fails to perform any of the provisions of the agreement, otherwise fails to timely satisfy the agreement provisions, or commits any other substantial breach of this agreement, if not cured within ten (10) days or longer time provided in a notice of the breach;
- Immediately upon Sellers Dorsey’s breach of any of the following ongoing representations and warranties that Sellers Dorsey, 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 Sellers Dorsey being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and
  - has implemented safeguards to ensure that the privacy and confidentiality of patients’ personal health information is protected;
- In the event of a reduction in funds;
- By either party in the event of a change in law resulting in an adverse consequence and the parties cannot agree to renegotiated terms; and
- By UMMC upon written notice to Sellers Dorsey of a material breach of the Business Associate Agreement or violation of the Health Insurance Portability and Accountability Act (HIPAA) regulations that remains uncured following ten (10) days written notice, or immediately if cure is not possible, in the event Sellers Dorsey improperly uses or discloses protected health information.
Contract Amount: The new estimated total cost over the four (4) year and four (4) month term is $4,550,000. The original estimated cost was $3,834,414. UMMC anticipates the need for an additional $715,586. Under the agreement, UMMC pays Sellers Dorsey a contingency fee of 4.75% of the new federal funds generated for UMMC from participation in the MS MAPS Program, as well as travel expenses.

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

Contractor Selection Process: UMMC is currently contracted with Sellers Dorsey.

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-REQUEST FOR APPROVAL TO ENTER INTO A MASTER AGREEMENT AND PRODUCT AGREEMENT WITH THERAKOS, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Agreement and a Product Agreement with Therakos, Inc. (Therakos) for the purchase of the Therakos Photopheresis Procedural Kits and solutions to use with UMMC’s CELLEX System. Photopheresis, also known as Extracorporeal Photopheresis (ECP), is an immune modulation therapy that was approved by the Food and Drug Administration for the palliative treatment of the skin manifestations of Cutaneous T-Cell Leukemia (CTCL). The CELLEX System will allow UMMC to continue its established adult and pediatric photopheresis programs. UMMC also requests approval to amend the agreement to add and/or remove products without seeking prior Board approval as long as adequate funds are available.

Contractor’s Legal Name: Therakos, Inc.

History of Contract: On March 16, 2017, the Board approved a Master Agreement and Product Agreement for the purchase of a CELLEX Photopheresis System and associated commodities, as well as trade in of a UVAR XTS Photopheresis System. The Master Agreement is to establish the general business and legal terms for future Product and Service Agreements between the parties. The Master Agreement is incorporated into each Product or Service Agreement, but in the event of a conflict, the terms of the Product or Service Agreement control. Therefore, each Agreement is treated as a separate, standalone agreement. The Master Agreement and Service Agreement will expire on March 22, 2022.
UMMC will also enter into a separate service agreement with Therakos for service on the CELLEX system at a cost less than $250,000 that will not require Board approval.

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

**Purpose:** The purpose of the Product Agreement is for the purchase of the Photopheresis Procedural Kits and solutions for use with UMMC’s CELLEX System. ECP, is an immune modulation therapy that was approved by the FDA for the palliative treatment of the skin manifestations of Cutaneous T-Cell Leukemia (CTCL). The CELLEX System will allow UMMC to continue its established adult and pediatric photopheresis programs.

**Scope of Work:** Under this agreement, Therakos will provide the Photopheresis Procedural Kits and solutions for use with UMMC’s CELLEX Photopheresis System.

**Term of Contract:** The term of the agreement is three (3) years and seven (7) days, from March 23, 2022, through March 31, 2025.

**Termination Options:** The Master Agreement may be terminated as follows:
- by UMMC with or without cause upon thirty (30) days’ written notice;
- by Therakos without cause upon ninety (90) days’ written notice.

The Product Agreement may be terminated as follows:
- immediately in the event the Master Agreement is terminated or expires;
- by either party upon sixty (60) days’ prior written notice.

**Contract Amount:** The total estimated cost over the three (3) year term is $1,725,000. Beginning in year two (2), UMMC has included a twenty percent (20%) increase for potential product price and patient volume changes.

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

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

Board Policy §902, Initiation of Construction Projects

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

Board Policy §904(A), Board Approval

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

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

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

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

Board Policy §905(A), Real Estate Management

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

Board Policy §905(B), Real Estate Management

Prior to Board consideration of the purchase or acceptance of real estate from any source, a Phase I or more detail Environmental Report shall be completed by qualified personnel and submitted to the Board’s Real Estate and Facilities Office. In the event hazardous substances are confirmed as having existed in the past or as presently existing, the Board reserves the right to cancel the transaction without liability, or to permit the other party or parties to remove the hazardous substances at its or their expense in a manner sufficient to receive a “no further action” letter from the State’s Department of Environmental Quality.
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. **USM – GS 108-302 – SCIENCE RESEARCH FACILITY**

   **Project Request:** The University of Southern Mississippi requests approval to initiate a project, Science Research Facility, and to appoint Eley Guild Hardy Architects, P.A., as the design professional for the project.

   **Proposed Project Professional:** Eley Guild Hardy Architects, P.A.

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

   **Purpose:** The University of Southern Mississippi 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 professional guidance for the design of its science research facilities.

   **Project Scope:** The exact scope of work is not known at this time. The intention of this request is to initiate the project and appoint the design professional. The design professional will assist the University in determining the project scope and budget. The University of Southern Mississippi will return to the Board of Trustees at a future Board meeting and clarify the scope of the project.

   The University of Southern Mississippi is seeking to initiate the project 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:** February 17, 2022

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

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

**Proposed Project Budget: (Design Fees Only)**

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<td>0.00</td>
</tr>
<tr>
<td>Contingency:</td>
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</tr>
</tbody>
</table>

**Total Project Budget** $750,000.00

**Funding Source(s):** SB 2971, Laws of 2021 ($750,000)

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

### IHL PROJECTS

#### 2. **UM – IHL 207-473 – OLE MISS SOFTBALL COMPLEX RENOVATION**

**Project Request:** The University of Mississippi requests approval to appoint McCarty Architects, P.A., as the design professional for the Ole Miss Softball Complex Renovation project.

**Proposed Project Professional:** McCarty Architects, P.A.

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

**Purpose:** The University of Mississippi is seeking to appoint the design professional as required by Board Policy. This will allow the university to proceed with the design phase of the project.
**Project Scope:** 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 exact scope of work is not known at this time. The intention of this request is to appoint the design professional. The design professional will assist the University in determining the project scope and budget; and finally produce design/construction documents for the scope determined. Initially, funds will be used for design only. The University will submit a subsequent Board agenda item at a later date to increase the budget as required to reflect the established scope of work.

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

**Project Initiation Date:** October 21, 2021

**Date of Original Construction:** 1998

**Date of Last Renovation:** 2006

**Project Budget: (Design Fees Only)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated</th>
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<tbody>
<tr>
<td>Construction Cost</td>
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<tr>
<td>Architectural and Engineering Fees</td>
<td>$1,500,000.00</td>
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<tr>
<td>Misc. Project Costs</td>
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<tr>
<td>Furniture &amp; Equipment Costs</td>
<td>0.00</td>
</tr>
<tr>
<td>Contingency</td>
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</tbody>
</table>

**Total Project Budget** $1,500,000.00

**Funding Source(s):** UM Athletics / OMAF Foundation ($1,500,000)

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

**Project Request:** The University of Mississippi requests approval to initiate a project, Upgrade HVAC Controls – J.D. Williams Library Building, and to appoint Engineering Resource Group, Inc. as the design professional.

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

**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.

**Purpose:** The University of Mississippi 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 project is intended to upgrade the existing pneumatic HVAC system controls in the John D. Williams Library building to direct digital controls (DDC). The upgrades are necessary to more fully implement the ASHRAE guidelines for COVID-19 risk mitigation in the building’s HVAC system. Risk mitigation includes increasing outside air intake, time and occupancy-based ventilation scheduling, and more precise control over temperature and humidity levels throughout the building.

The project scope consists of removing existing pneumatic control devices on all air-handling units, fan-coil units, VAV boxes, dual-duct boxes, exhaust fans, and other associated HVAC equipment and replacing with new, electronic DDC devices integrated into a central building automation system front-end application with graphical interface and robust sequencing and scheduling capabilities. Work includes all interconnecting wiring between devices and building level controllers throughout the John D. Williams Library.

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

**Project Initiation Date:** February 17, 2022

**Date of Original Construction:** 1951
Date of Last Renovation: 2016

Proposed Project Budget:

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<tr>
<th>Item</th>
<th>Estimated Cost</th>
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<tr>
<td>Contingency</td>
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</table>

**Total Project Budget** $1,200,000.00

Proposed Funding Source(s): HEERF [Higher Education Emergency Relief Funds] III ($1,200,000.00)

Staff Recommendation: Board staff recommends approval of this item.


Project Request: The University of Mississippi requests approval to initiate a project, Upgrade HVAC Controls – Natural Products and Faser Hall, and to appoint Design Build and Engineering Services, LLC as the design professional.

Proposed Project Professional: Design Build and Engineering Services, LLC

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.

Purpose: The University of Mississippi 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 project is intended to upgrade the existing pneumatic HVAC and laboratory exhaust system controls in Natural Products (Phase I) and Faser Hall to direct digital controls (DDC) and to replace existing heating water coils throughout the buildings that have reached the end of their service life. The upgrades are necessary to correct severe pressure imbalance issues within the two facilities, restore proper outside air intake and ventilation in all spaces, and provide more precise control over temperature and humidity levels within the laboratories and vivarium areas.
The project scope consists of removing existing pneumatic control devices on all air-handling units, fan-coil units, VAV boxes, dual-duct boxes, laboratory supply valves, laboratory exhaust fans, and other associated HVAC equipment and replacing with new, electronic DDC devices integrated into a central building automation system front-end application with graphical interface and robust sequencing and scheduling capabilities. Work includes all interconnecting wiring between devices and building level controllers throughout Natural Products (Phase I) and Faser Hall. The project will also remove existing, poorly functioning heating water coils in fan-coil units, VAV boxes, and dual-duct boxes and replace with new heating water coils of like capacity.

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

**Project Initiation Date:** February 17, 2022

**Date of Original Construction:** Natural Products (2002); Faser (1969)

**Date of Last Renovation:** Natural Products (2019); Faser (2019)

**Proposed Project Budget:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Cost</th>
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</thead>
<tbody>
<tr>
<td>Construction Cost</td>
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<td>Architectural and Engineering Fees</td>
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<td>Misc. Project Costs</td>
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<td>Furniture &amp; Equipment Costs</td>
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<tr>
<td>Contingency</td>
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</table>

**Total Project Budget** $2,900,000.00

**Proposed Funding Source(s):** HEERF [Higher Education Emergency Relief Funds] III ($2,900,000.00)

**Staff Recommendation:** Board staff recommends approval of this item.
5. **UM – IHL 207-477 – OLE MISS SOCCER COMPLEX RENOVATION**

**Project Request:** The University of Mississippi requests approval to initiate a project, Ole Miss Soccer Complex Renovation.

**Proposed Project Professional:** TBD

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

**Purpose:** The University of Mississippi is seeking to initiate the project as required by Board Policy. This will allow the university to proceed with the selection of the design professional for the project.

**Project Scope:** The project will renovate the existing Ole Miss Soccer Complex to address programmatic deficiencies and upgrade patron amenities. Programmatic needs include additional concessions, additional restrooms (patron & team), a larger press box, a new ticket office, and direct access to parking. The existing seating will be upgraded to include shade for existing seating, a new student seating area, and a new shaded standing room only area.

The exact scope of work is not known at this time. Initially, funds will be used for design fees only. The University of Mississippi will submit a subsequent agenda item to the Board of Trustees to appoint the design professional.

The University of Mississippi is seeking to initiate the project 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:** February 17, 2022

**Date of Original Construction:** 1997

**Date of Last Renovation:** 2017
Proposed Project Budget: (Design Fees Only)

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<tr>
<th>Description</th>
<th>Estimated Cost</th>
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</thead>
<tbody>
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<td>Construction Cost</td>
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<tr>
<td>Architectural and Engineering Fees</td>
<td>$1,500,000.00</td>
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<td>Furniture &amp; Equipment Costs</td>
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<tr>
<td>Contingency</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Project Budget</strong></td>
<td><strong>$1,500,000.00</strong></td>
</tr>
</tbody>
</table>

Proposed Funding Source(s): UM Athletics / OMAF Foundation ($1,500,000.00)

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

**APPROVAL OF OTHER REAL ESTATE REQUESTS**

6. **MSU – APPROVAL TO DEED LAND TO 4-COUNTY POWER ASSOCIATION FOR NEW SUBSTATION**

**Agenda Request:** Mississippi State University requests approval to deed a 4.84-acre parcel of land located in the research park to 4-County for a substation to be constructed on which will provide power for the University’s High Performance Computer Network Data Center (IHL Project #205-210). Additionally, MSU requests permission to waive Board Policy 905(A) that requires an institution acquiring or disposing of real property to obtain two (2) appraisals.

**Purpose:** A substation must be constructed by 4-County to supply enough electricity to operate the computing systems and equipment which will be located in the University’s High Performance Computer Network Data Center (IHL Project #205-210). MSU requests permission to deed the approximately 4.84-acre parcel of land described below on which the substation will be located to 4-County:

**Property Description:** The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, using a scale factor of 0.99995021776 and a grid to geodetic azimuth angle of (+)00° 01' 29.8" seconds developed at the approximate center of the following described tract.

Commencing at a found 1”x1” Square metal tube designated “Sta. 47” at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 36, Township 19 North, Range 14 East, Oktibbeha County, Mississippi; thence North 90
degrees 00 minutes 00 seconds East a distance of 460.03 feet to a point; thence North 00 degrees 00 minutes 00 seconds East a distance of 5887.42 feet to a set ½” rebar, said point being the Point of Beginning of the herein described tract; thence South 68 degrees 41 minutes 22 seconds West a distance of 390.00 feet to a set ½” rebar; thence along a curve to the right with an arc length of 170.11 feet, a radius of 2249.87 feet, a chord bearing of North 25 degrees 45 minutes 38 seconds West and a chord length of 170.07 feet to a set ½” rebar; thence along a curve to the right with an arc length of 86.02 feet, a radius of 2249.87 feet, a chord bearing of North 22 degrees 29 minutes 57 seconds West and a chord length of 86.02 feet to a set ½” rebar; thence along a curve to the right with an arc length of 36.28 feet, a radius of 2249.87 feet, a chord bearing of North 20 degrees 56 minutes 31 seconds West and a chord length of 36.28 feet to a set ½” rebar; thence along a curve to the right with an arc length of 102.46 feet, a radius of 806.90 feet, a chord bearing of North 19 degrees 36 minutes 30 seconds West and a chord length 102.39 feet to a set ½” rebar; thence along a curve to the right with an arc length of 79.23 feet, a radius of 240.59 feet, a chord bearing of North 05 degrees 19 minutes 59 seconds West and a chord length of 78.87 feet to a set ½” rebar; thence along a curve to the right with an arc length of 97.69 feet, a radius of 124.56 feet, a chord bearing of North 39 degrees 36 minutes 33 seconds East and a chord length of 95.20 feet to a set ½” rebar; thence North 60 degrees 18 minutes 30 seconds East a distance of 300.00 feet to a set ½” rebar; thence South 21 degrees 18 minutes 38 seconds East a distance of 560.00 feet to the Point of Beginning, containing 4.84 acres, more or less, and lying in the Southwest Quarter of Section 25, Township 19 North, Range 14 East, Oktibbeha County, Mississippi.

Terms: The 4.84 parcel of land on which the substation will be located will be deeded to 4-County. In consideration of the transfer of ownership, 4-County will construct a substation for the benefit of MSU.

Environmental Phase I: A Phase I Environmental Site Assessment (ESA) is not required.

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, and requesting a waiver that requires an institution acquiring or disposing of real property to receive two independent 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.
BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
FEBRUARY 17, 2022

7. **USM – DELETE FROM INVENTORY – BUILDING #808 – ROBERTS HALL -HATTIESBURG, MS**

**Agenda Request:** The University of Southern Mississippi requests approval to delete from inventory Building #808 (Roberts Hall).

**Justification:** Roberts Hall was constructed in 1968 to serve as a women’s residence hall. It is a 6 story, double-loaded corridor, and 44,028 gross square feet in size. The building has been vacant since 2010 and is in a state of disrepair. The demolition of this facility will provide for green space, future expansion, or most likely a 38-space parking lot.

The approval letter has been received from the Mississippi Department of Archives and History stating Building #808 (Roberts Hall) is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the Office of Real Estate and Facilities. The University of Southern Mississippi is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

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

8. **USM – APPROVAL TO AMEND A LEASE AGREEMENT WITH CHROMIS FIBEROPTICS, INC.**

**Agenda Request:** The University of Southern Mississippi (USM) is requesting Board approval of a lease amendment between USM and Chromis Fiberobtics, Inc., a corporation registered in Mississippi and located at 6 Powder Horn Drive, Warren, NJ 07059 (Company). Company wishes to acquire Space No. 134 and 141 of approximately 359 square feet in addition to their current Laboratory Space No. 133 of approximately 614 square feet, totaling to 973 square feet.

**Contractor’s Legal Name:** Chromis Fiberoptics, Inc.

**History of Contract:** USM and Chromis Fiberoptics, Inc. entered into a lease agreement effective November 1, 2021, for Chromis Fiberoptics, Inc. to lease approximately 614 square feet comprised of Laboratory Space No. 133 in USM’s Accelerator facility for an annual rent of $18,420.00 in the one (1) year initial term and each of the four (4) one (1) year renewal terms, if any, for a total rent of $92,100.00 over the initial term and available renewal terms. Said Lease was approved by the IHL Commissioner in accordance with IHL Policy 707.01 on October 18, 2021.
Specific type of contract: Amendment to revenue generating lease agreement.

Purpose: The purpose is to provide income for USM and to lease additional space in USM’s Accelerator building to Company which is a compatible business with USM’s other tenants.

Scope of Work: The University shall lease to Tenant approximately 973 square feet of laboratory and office space in Space No./s 133, 134, and 141 in the Accelerator.

Terms: One-year initial term with four (4) one-year renewal terms.

Termination Options: Either party may terminate upon 180 days’ notice prior to the expiration of the initial term or any renewal term. USM and Company have a right to terminate the lease upon damage rendering the leased premises untenable; breach of compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008); or an Event of Default by the other party.

Contract Amount: Total annual rent will increase to $28,440.00. Total rent for the remaining term of the lease and renewal terms, if any, is $142,200.00.

Funding Source: The Accelerator building was constructed with federal grant funds.

Contractor Selection Process: N/A

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. USM – APPROVAL TO AMEND A LEASE AGREEMENT WITH OXITENO USA, LLC

Agenda Request: The University of Southern Mississippi (USM) is requesting Board approval of a lease amendment between USM and Oxiteno USA LLC, a Texas limited liability company with a registered address at 9801 Bay Area Blvd., Pasadena, TX 77507 (Company). Company wishes to extend term of contract to a two-year initial term with eight (8) one-year renewal terms with a six percent increase to annual rent.

Contractor’s Legal Name: Oxiteno USA LLC
History of Contract: USM and Company entered into a lease agreement on September 1, 2016 for approximately 2,616 square feet of space in USM Accelerator facility for annual rent in the amount of $61,750 per year, for a two year initial term with available renewal options for three additional years. USM and Company entered into Amendment One in 2018 increasing the leased space to approximately 3,277 square feet and increasing the annual rent to $77,250 per year. USM and Company entered into Amendment Two effective in 2020 increasing the leased space to approximately 5,064 square feet and increasing the annual rent to $121,925 per year.

Specific type of contract: Amendment to revenue generating lease agreement.
Purpose: The purpose is to provide income for USM and to lease space in USM’s Accelerator building to compatible businesses with USM’s other tenants.

Scope of Work: Company wishes to extend term of contract from two-year initial term with three (3) one-year renewal terms to a two-year initial term with eight (8) one-year renewal terms. This changes the expiration year from 2021 to 2026. Company’s rent will also increase by six (6) percent, resulting in an annual rent of $129,240.50.

Terms: Amendment Three adds five additional one-year renewal terms, so that the lease term consists of a two-year initial term with eight (8) one-year renewal terms, for a total of 10 years.

Termination Options: Company may terminate upon 60 days notice prior to the expiration of the initial term or any renewal term. USM and Company have a right to terminate the lease upon a default by the other party.

Contract Amount: Total annual rent is increased to $129,240.50 for Amendment Three. Total rent for the remaining term of the lease and renewal terms, if any, is $646,202.50.

Funding Source: The Accelerator building was constructed with federal grant funds.

Contractor Selection Process: N/A

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.
1. **MSU – APPROVAL TO CONTRACT WITH BRADLEY ARANT BOULT CUMMINGS, LLP AS OUTSIDE COUNSEL**

   Mississippi State University requests approval to enter into a contract with the law firm of Bradley Arant Boult Cummings, LLP, as outside counsel to perform services necessary in assisting the University with intellectual property matters. The term of the contract is one year effective March 1, 2022. The blended hourly rate for attorneys is $315 and $95 for paralegal services with a maximum amount payable of $75,000. This firm carries professional liability insurance coverage in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. This request has been approved by the Attorney General.

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

2. **MSU – APPROVAL TO CONTRACT WITH BRUNINI GRANTHAM GOWER AND HEWES, PLLC AS OUTSIDE COUNSEL**

   Mississippi State University requests approval to enter into a contract with the law firm of Brunini Grantham Gower and Hewes, PLLC as outside counsel to perform services necessary in assisting the University with general construction, architectural, and real property-related matters. The term of the contract is one year effective March 19, 2022. The blended hourly rate for attorneys is $300. Other hourly rates are $125 per hour for Marena Gray, a paralegal specializing in construction, and $100 per hour for all other paralegal services. The maximum amount payable under this agreement is $50,000. This firm carries professional liability insurance coverage in the amount of $15,000,000 per claim with an annual aggregate of $30,000,000. This request has been approved by the Attorney General.

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

3. **MSU – APPROVAL TO CONTRACT WITH COPELAND, COOK, TAYLOR & BUSH AS OUTSIDE COUNSEL**

   Mississippi State University requests approval to enter into a contract with the law firm of Copeland, Cook, Taylor & Bush as outside counsel to perform services necessary in assisting the University with intellectual property matters specifically in the areas of patents, analysis of intellectual property, prosecution of patent applications, trademark registration applications, copyright registration applications, preparing and negotiating agreements and other related intellectual property and commercialization issues. The term of the contract is one year effective April 17, 2022 through April 16, 2023. The hourly rates are $250 for partners/shareholders, $190 for associate attorneys and $120 for paralegal services with a maximum amount payable of $75,000. This firm carries professional liability insurance coverage in the amount of $5,000,000 per claim with an...
annual aggregate of $5,000,000. This request has been approved by the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

4. **MSU – APPROVAL TO RENEW CONTRACT WITH JONES WALKER LLP AS OUTSIDE COUNSEL**

Mississippi State University requests approval to renew a contract with the law firm of Jones Walker, LLP as outside counsel to perform services necessary in assisting and advising the University on legal issues concerning the review of strategic financing options, tax-exempt bond arbitrage, rebate compliance and the use of bond-financed building and other matters relating to bond issues. The term of the contract renewal is one year effective March 19, 2022. The hourly rates are $165 for Special Counsel, $225 for Partners and $60 for paralegal services with a maximum amount payable of $50,000. This firm carries professional liability insurance coverage in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. This request has been approved by the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

5. **MSU – APPROVAL TO CONTRACT WITH QUARLES AND BRADY, LLP AS OUTSIDE COUNSEL**

Mississippi State University requests approval to enter into a contract with the law firm of Quarles and Brady, LLP as outside counsel to perform services necessary in assisting the University with intellectual property matters specifically in the area of patents, analysis of intellectual property, prosecution of patent applications, trademark registration applications, copyright registration applications, preparing and negotiating agreements and other related intellectual property and commercialization issues. The term of the contract is one year effective March 17, 2022 through March 16, 2023. The blended hourly rate for all attorneys is $400 and $200 for paralegal services. To help manage per-project costs, the University may also pay the Attorney/Law Firm on a flat-rate basis for preparing and filing patent applications. Flat-rate filings for provisional patent applications will not exceed $5,000 per filing and flat-rate filings for non-provisional applications will not exceed $15,000 per filing. The maximum amount payable under the term of this contract is $75,000. This firm carries professional liability insurance coverage in the amount of $50,000,000 per claim with an annual aggregate of $100,000,000. This request has been approved by the Attorney General.

STAFF RECOMMENDATION: Board Staff recommends approval of this item.
6. **MSU – APPROVAL TO CONTRACT WITH WARE|IMMIGRATION AS OUTSIDE COUNSEL**

Mississippi State University requests approval to contract with Ware|Immigration as outside counsel to perform services necessary in preparing labor certification documents on behalf of the University for its employees who seek permanent residence status and related immigration matters. The term of the contract is one year effective March 21, 2022 through March 20, 2023. The fees for these services are set out in the fee schedule below. All services not included in the below fee schedule will be provided at the following hourly rates: David Ware, $350; Partners, $250; Associates, $175; and Paralegals, $100, with a maximum amount payable of $50,000. This firm carries professional liability insurance coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000. This request has been approved by the Attorney General.

**Schedule of Legal Fees for Academia**

**Nonimmigrant Petitions and Processes**

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<th>Service</th>
<th>Fee</th>
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<tbody>
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<td>H-1B petition</td>
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<tr>
<td>H-1B extension or amendment petitions (we handled original petition)</td>
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<tr>
<td>H-1B withdrawal</td>
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</tr>
<tr>
<td>H-4 EAD (Employee may pay)</td>
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*additional legal fee of up to $2,500 may apply for substantive requests for evidence

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<tr>
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<th>Fee</th>
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<th>Fee</th>
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<td>E-3 extension petition (we handled original)</td>
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<table>
<thead>
<tr>
<th>Service</th>
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<tbody>
<tr>
<td>J-1 waiver (IGA or hardship)</td>
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</tr>
<tr>
<td>J-1 waiver (Conrad)</td>
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<td>J-1 waiver (no objection)</td>
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<tbody>
<tr>
<td>I-539 Fee for Dependents (Employee may pay)</td>
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**Permanent Residence Process with Labor Certification: Faculty**
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<td>(If position must be readvertised)</td>
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<tr>
<td>Additional fee if audited</td>
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<td>Immigrant petition (I 140)</td>
<td>$2,500.00</td>
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<td><strong>Permanent Residence Process with Labor Certification: Non-Faculty</strong></td>
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<td>Labor certification</td>
<td>$5,000.00</td>
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<tr>
<td>Additional fee if audited</td>
<td>$500-1,500.00</td>
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<td>Additional fee if subject to supervised recruitment</td>
<td>$2,500.00</td>
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<td>Immigrant petition</td>
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<td><strong>Permanent Residence Process: Outstanding Professors and Researchers</strong></td>
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<td>Immigrant petition</td>
<td>$6,000.00</td>
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<td><strong>Permanent Residence Process: National Interest Waiver</strong></td>
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<td>Immigrant petition</td>
<td>$6,000.00</td>
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<td><strong>NIW or OP/OR RFE or NOID: case by case determination up to</strong></td>
<td>$2,500.00</td>
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<td><strong>Adjustment of Status (any Employment-Based Permanent Residence Matter)</strong></td>
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<td>Adjustment of status (AOS) and related applications (I-765, I-131, etc.), principal</td>
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<td>“Standalone” AOS and related applications, principal</td>
<td>$3,000.00</td>
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<td>Adjustment of status and related applications, spouse, if together with principal application and I 140</td>
<td>$1,500.00</td>
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<tr>
<td>Adjustment of status of each child, concurrent with I 140</td>
<td>$1,000.00</td>
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<tr>
<td>“Standalone” adjustment of status, spouse (not concurrent with I-140)</td>
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<td>“Standalone” adjustment of status, child</td>
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<td>Reschedule biometrics appointment</td>
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<td>Reschedule adjustment of status interview</td>
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<tr>
<td>I 485 J (standalone cases)</td>
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<td><strong>Employment Authorization and Advance Parole Renewal</strong></td>
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<td>Employment Authorization Renewal per individual</td>
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<td>Advance Parole Renewal per individual</td>
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7. **USM – APPROVAL TO CONTRACT WITH NELSON LAW, PLLC AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to enter into a contract with the law firm of Nelson Law PLLC, as outside counsel to perform services as necessary and render legal advice in the practice areas of commercial matters, contracts, real property, general administrative matters, higher education law, employment law, constitutional law, federal law and regulations, compliance, general legal advice, and litigation related to any of such activities. The term of the agreement is approximately sixteen months from February 18, 2022 through June 30, 2023. The hourly rate is $165 for attorneys and $85 for paralegal services with a maximum amount payable of $30,000 for the term of the agreement. This firm carries professional liability insurance coverage in the amount of $2,000,000 per claim with an annual aggregate of $2,000,000. This request has been approved by the Attorney General.

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

8. **MVSU – APPROVAL OF DAMEON SHAW AS LEGISLATIVE LIAISON**

Mississippi Valley State University requests approval of Dameon Shaw as its legislative liaison.

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.
APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

Jackson State University
Josiah J. Sampson, III; Vice President for Enrollment Management and Associate Professor of Biology; salary $165,000 per annum, pro-rata; E&G Funds; 12-month contract; effective January 18, 2022

University of Southern Mississippi
Brenda Rowe; hired with tenure; Director and Professor of Criminal Justice; School of Criminal Justice, Forensic Science and Security; salary of $143,750 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2022

2. Change of Status

Delta State University
Beverly M. Moon; from Dean of Graduate and Continuing Studies; salary $137,136 per annum, pro rata; E&G Funds; 12-month contract; to Associate Provost; salary $137,136 per annum, pro rata; E&G Funds; 12-month contract; effective March 1, 2022

James Gerald; from Honors Program Director; salary $65,479 per annum, pro rata; E&G Funds; 9-month contract; to Dean of Graduate and Honors Studies; salary $74,479 per annum, pro rata; E&G Funds; 9-month contract; effective March 1, 2022

University of Mississippi
Donna Strum; from Interim Dean of the School of Pharmacy; salary of $213,210 per annum; pro rata; E&G Funds; to Dean of the School of Pharmacy; salary of $340,000 per annum; pro rata; E&G Funds; twelve-month contract; effective February 18, 2022

3. Sabbatical

Mississippi State University
Thomas Casey Barickman; Associate Research Professor of Plant and Soil Sciences; from salary of $101,060.00 per annum, pro rata; E&G Funds; 12-month contract; to salary of $37,897.47 for sabbatical period; E&G Funds; effective August 16, 2022 to May 15, 2023; professional development

Christopher Paul Brooks; Associate Professor of Biological Sciences; from salary of $75,827.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $37,913.50 for sabbatical period; E&G Funds; effective January 1, 2023 to May 15, 2023; professional development
Matthew W. Brown; Associate Professor of Biological Sciences; from salary of $80,000.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $40,000.00 for sabbatical period; E&G Funds; effective January 1, 2023 to May 15, 2023; professional development

James A. Chamberlain; Associate Professor of Political Science and Public Administration; from salary of $75,838.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $37,919.00 for sabbatical period; E&G Funds; effective January 1, 2023 to May 15, 2023; professional development

Renee M. Clary; Professor of Geosciences; from salary of $89,726.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of $44,863.00 for sabbatical period; E&G and Designated Funds; effective August 16, 2022 to May 15, 2023; professional development

Christopher M. Fuhrmann; Associate Professor of Geosciences; from salary of $71,567.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of $35,783.50 for sabbatical period; E&G and Designated Funds; effective January 1, 2023 to May 15, 2023; professional development

Jacob Alan Gines; Associate Professor of Architecture; from salary of $75,949.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $37,974.50 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development

Alicia Anne Hall; Associate Professor of Philosophy and Religion; from salary of $68,350.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $34,175.00 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development

Alexandra Hui; Associate Professor of History; from salary of $78,370.000 per annum, pro rata; E&G Funds; 9-month contract; to salary of $39,185.00 for sabbatical period; E&G Funds; effective August 16, 2022 to May 15, 2023; professional development

Kecia Renee Johnson; Associate Professor of Sociology; from salary of $77,660.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of $38,830.00 for sabbatical period; E&G and Designated Funds; effective January 1, 2023 to May 15, 2023; professional development

Kartono Liano; Professor of Finance and Economics; from salary of $159,247.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $79,623.50 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development

Andrew Finley Lang; Associate Professor of History; from salary of $78,589.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $39,294.50 for sabbatical period; E&G Funds; effective January 1, 2023 to May 15, 2023; professional development
Beth Richardson Miller; Professor of Interior Design Program; from salary of $140,000.00 per annum, pro rata; E&G Funds; 12-month contract; to salary of $52,499.97 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development

Barton Moffatt; Associate Professor of Philosophy and Religion; from salary of $70,000.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of $35,000.00 for sabbatical period; E&G and Designated Funds; effective January 1, 2023 to May 15, 2023; professional development

Kelly Moser; Associate Professor of Classical and Modern Languages and Literatures; from salary of $71,043.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $35,521.50 for sabbatical period; E&G Funds; effective January 1, 2023 to May 15, 2023; professional development

Anthony Sean Neal; Associate Professor of Philosophy and Religion; from salary of $68,350.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $34,175.00 for sabbatical period; E&G Funds; effective January 1, 2023 to May 15, 2023; professional development

Julia Osman; Associate Professor of History; from salary of $83,586.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of $41,793.00 for sabbatical period; E&G and Designated Funds; effective August 16, 2022 to December 31, 2022; professional development

Prakash N. Patil; Professor of Mathematics and Statistics; from salary of $98,932.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $49,466.00 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development

Catherine Pierce; Professor of English; from salary of $76,475.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $38,237.50 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development

Edward Potter; Associate Professor of Classical and Modern Languages and Literatures; from salary of $59,448.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $29,724.00 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development

John Joseph Riggins; Professor of Biochemistry, Molecular Biology, and Plant Pathology; from salary of $104,985.00 per annum, pro rata; E&G Funds; 12-month contract; to salary of $39,369.38 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development
Chartrisa LaShan Simpson; Associate Professor of Agricultural and Biological Engineering; from salary of $106,106.00 per annum, pro rata; E&G and Restricted Funds; 9-month contract; to salary of $53,053.00 for sabbatical period; E&G and Restricted Funds; effective January 1, 2023 to May 15, 2023; professional development.

John Edward Swan II; Professor of Computer Science and Engineering; from salary of $134,871.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $67,435.50 for sabbatical period; E&G Funds; effective January 1, 2023 to May 15, 2023; professional development.

Christopher A. Snyder; Professor of Shackouls Honors College; from salary of $124,608.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $62,304.00 for sabbatical period; E&G Funds; effective August 16, 2022 to May 15, 2023; professional development.

Courtney E. Thompson; Assistant Professor of History; from salary of $71,014.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of $35,507.00 for sabbatical period; E&G and Designated Funds; effective January 1, 2023 to May 15, 2023; professional development.

Greggory John Twietmeyer; Associate Professor of Kinesiology; from salary of $73,752.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $36,876.00 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development.

Ryan Walker; Associate Professor of Curriculum, Instruction, and Special Education; from salary of $71,871.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $35,935.50 for sabbatical period; E&G Funds; effective August 16, 2022 to May 15, 2023; professional development.

Kimberly Michelle Wood; Assistant Professor of Geosciences; from salary of $67,234.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of $33,617.00 for sabbatical period; E&G and Designated Funds; effective August 16, 2022 to December 31, 2022; professional development.

Tung-Lung Wu; Associate Professor of Mathematics and Statistics; from salary of $85,122.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; to salary of $42,561.00 for sabbatical period; E&G and Designated Funds; effective January 1, 2023 to May 15, 2023; professional development.

Jianzhong Xu; Professor of Counseling, Educational Psychology and Foundations; from salary of $93,468.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $46,734.00 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development.
Chien Yu; Professor of Instructional Systems and Workforce Development; from salary of $86,231.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $43,115.50 for sabbatical period; E&G Funds; effective January 1, 2023 to May 15, 2023; professional development

Fei Yu; Professor of Agricultural and Biological Sciences; from salary of $110,409.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $55,205.00 for sabbatical period; E&G Funds; effective August 16, 2022 to December 31, 2022; professional development

Li Zhang; Professor of Civil and Environmental Engineering; from salary of $111,190.00 per annum, pro rata; E&G Funds; 9-month contract; to salary of $55,595.00 for sabbatical period; E&G Funds; effective August 16, 2022 to May 15, 2023; professional development

Mississippi University for Women
Nora Corrigan; Professor of English; salary $57,524 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 10, 2022 to December 31, 2022; professional development

Erin Kempker; Professor of History; salary $73,500 per annum, pro rata; E&G Funds; 11-month contract; no change in salary during sabbatical period; E&G Funds; effective January 9, 2023 to May 8, 2023; professional development

Carmen Osburn; Professor of Music; salary $62,950 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 10, 2022 to December 31, 2022; professional development

Jiben Roy; Professor of Science; salary $60,935 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 10, 2022 to December 31, 2022; professional development

University of Mississippi
Anne Cafer; Assistant Professor of Sociology and Director, Center for Population Studies; salary $73,727 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development (Contingent on being awarded tenure by July 1.)

Kate Centellas; Croft Associate Professor of Anthropology; salary $71,824 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development
Yunhee Chang; Professor of Nutrition and Hospitality Management; salary $88,088 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development

Jeremy Clark; Associate Professor of Mathematics; salary $74,414 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development

Stephen Fafulas; Assistant Professor of Modern Languages; salary $58,210 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development (Contingent on being awarded tenure by July 1.)

Beth Ann Fennelly; Professor of English; from salary $116,592 per annum, pro rata; E&G Funds; 9-month contract; to salary $58,296 per annum, pro rata during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023 and August 18, 2023 (or start of contract date) to December 31, 2023; professional development

Melissa Ginsburg; Associate Professor of English and Creative Writing; from salary $71,151 per annum, pro rata; E&G Funds; 9-month contract; to salary $35,575 per annum, pro rata during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022 and January 23, 2023 to May 13, 2023; professional development

Tamar Goulet; Professor of Biology; salary $99,386 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development

Jaime Harker; Director of the Isom Center and Professor of English; salary $128,158 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development

Elliot Hutchcraft; Associate Professor of Electrical Engineering; from salary $107,603 per annum, pro rata; E&G Funds; 9-month contract; to salary $53,801 per annum, pro rata during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023 and August 18, 2023 (or start of contract date), to December 31, 2023; professional development

Philip Jackson; Professor of Art; salary $76,309 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development

Jonah Jurss; Associate Professor of Chemistry and Biochemistry; salary $80,484 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development
Laurel Lambert; Associate Professor Nutrition and Hospitality Management; salary $77,399 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development

Gregory Love; Professor of Political Science; salary $90,574 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development

Robert Magee; Associate Professor of Integrated Marketing Communication; salary $81,267 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development

Micah Milinovich; Professor of Mathematics; salary $89,255 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development

Jon Moen; Professor of Economics; salary $120,000 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development

Deborah Mower; Associate Professor of Philosophy and Mr. and Mrs. Alfred Hume Bryant Lectureship in Ethics; salary $104,802 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development

Brice Noonan; Acting Chair and Associate Professor of Biology; salary $81,412 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development

Thomas Peattie; Associate Professor of Music; salary $66,773 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development

Susan Pedigo; Professor of Chemistry and Biochemistry; salary $106,169 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development

Corina Petrescu; Professor of Modern Languages; salary $78,777 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development
David Rutherford; Associate Professor of Public Policy Leadership; salary $71,112 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development

Marc Slattery; Professor of Pharmacognosy and Environmental Toxicology in BioMolecular Sciences, Research Professor in the Research Institute of Pharmaceutical Sciences, Director of NIUST; salary $174,759 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development

Kristen Swain; Associate Professor of Journalism; salary $79,825 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective January 23, 2023 to May 13, 2023; professional development

Christina Torbert; Head of Continuing Resources and Associate Professor; salary $71,814 per annum, pro rata; E&G Funds; 12-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development

Nicholas Trepanier; Associate Professor of Middle East History; salary $76,144 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development

Jeffrey Watt; Cook Chair and Professor of History; salary $124,905 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022; professional development

Noell Wilson; Chair of History and Croft Associate Professor of History and International Studies; from salary $106,981 per annum, pro rata; E&G Funds; 12-month contract; to salary $40,117 per annum, pro rata during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022 and January 23, 2023 to May 13, 2023; professional development

Zhini Zeng; Associate Professor of Chinese; from salary $64,355 per annum, pro rata; E&G Funds; 9-month contract; to salary $32,177 per annum, pro rata during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022 and January 23, 2023 to May 13, 2023; professional development

Likun Zhang; Assistant Professor of Physics and Astronomy; from salary $73,540 per annum, pro rata; E&G Funds; 9-month contract; to salary $36,770 per annum, pro rata during sabbatical period; E&G Funds; effective August 18, 2022 to December 31, 2022 and January 23, 2023 to May 13, 2023; professional development (Contingent on being awarded tenure by July 1.)
University of Southern Mississippi
Maarten Buijsman; Associate Professor of Marine Science; from salary of $76,827 per annum, pro rata; E&G Funds; 9-month contract; to salary of $38,413.50 for sabbatical period; E&G Funds; effective January 2, 2023 to May 12, 2023; professional development

Christopher Foley; Assistant Professor of Coastal Resilience; from salary of $51,700 per annum, pro rata; E&G Funds; 9-month contract; to salary of $25,850 for sabbatical period; E&G Funds; effective August 15, 2022 to December 31, 2022; professional development

Monika Gehlawat; Professor of English; from salary of $76,542 per annum, pro rata; E&G Funds; 9-month contract; to salary of $38,271 for sabbatical period; E&G Funds; effective January 2, 2023 to May 12, 2023; professional development

Tammy Greer; Associate Professor of Psychology; from salary of $72,720 per annum, pro rata; E&G Funds; 9-month contract; to salary of $36,360 for sabbatical period; E&G Funds; effective January 2, 2023 to May 12, 2023; professional development

Yan-Lin Guo; Professor of Cell and Molecular Biology; from salary of $75,689 per annum, pro rata; E&G Funds; 9-month contract; to salary of $37,844.50 for sabbatical period; E&G Funds; effective August 15, 2022 to December 31, 2022; professional development

Joohee Lee; Professor of Social Work; from salary of $76,647 per annum, pro rata; E&G Funds; 9-month contract; to salary of $38,323.50 for sabbatical period; E&G Funds; effective August 15, 2022 to December 31, 2022; professional development

K. Alisa Lowrey; Professor of Special Education; from salary of $74,477 per annum, pro rata; E&G Funds; 9-month contract; to salary of $37,238.50 for sabbatical period; E&G Funds; effective August 15, 2022 to December 31, 2022; professional development

Rebecca Tuuri; Associate Professor of History; from salary of $64,000 per annum, pro rata; E&G Funds; 9-month contract; to salary of $32,000 for sabbatical period; E&G Funds; effective January 2, 2023 to May 12, 2023; professional development

Alexandra Valint; Associate Professor of English; from salary of $64,500 per annum, pro rata; E&G Funds; 9-month contract; to salary of $32,250 for sabbatical period; E&G Funds; effective January 2, 2023 to May 12, 2023; professional development

Steven Venette; Professor of Communication Studies; from salary of $74,749 per annum, pro rata; E&G Funds; 9-month contract; to salary of $37,374.50 for sabbatical period; E&G Funds; effective August 15, 2022 to May 12, 2023; professional development

Matthew Ward; Associate Professor of Anthropology and Sociology; from salary of $66,393 per annum, pro rata; E&G Funds; 9-month contract; to salary of $33,196.50 for sabbatical period; E&G Funds; effective January 2, 2023 to May 12, 2023; professional development
4. Tenure

Mississippi State University
Janice Nicholson; promotion to Professor and Head of Curriculum, Instruction and Special Education; salary $130,000.00 per annum, pro rata; E&G Funds; 12-month contract; effective January 1, 2022
1. **MSU – APPROVAL TO AWARD TWO HONORARY DEGREES**

   The university requests approval to bestow two honorary degrees at its 2022 commencement ceremonies. Supporting documents are on file at the Board Office.

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

2. **MUW – APPROVAL TO AWARD TWO HONORARY DEGREES**

   The university requests approval to bestow one honorary degree at its 2022 Spring commencement ceremony and one honorary degree at its 2022 Summer commencement ceremony. Supporting documents are on file at the Board Office.

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

3. **USM – APPROVAL TO AWARD ONE HONORARY DEGREE**

   The university requests approval to bestow one honorary degree at one of its May 2022 commencement ceremonies. Supporting documents are on file at the Board Office.

   **Staff Recommendation:** Board staff recommends approval of this item.
1. **MSU – REQUESTS TO ADD NEW ACADEMIC UNITS**

In accordance with Board policies 503 and 504, Mississippi State University submits requests to create new academic units.

**A. Proposed Unit Title: Department of Building Construction Science**
- Unit Location: College of Architecture, Art and Design
- Effective Date: February 2022
- Cost of implementation: $6,200
- Total number of new faculty/staff: 0
- Degree programs to be offered within the proposed unit: Bachelor of Science (BS) in Building Construction Science

Program Summary: The Building Construction Science program arms graduates with a clearly defined management skill set as they prepare for careers in construction or construction-related fields where effective decision-making, problem solving, and multiple forms and levels of management are required, in accordance with the University's role as a contributor to economic development in Mississippi.

Reason for Request: Due to enrollment growth, the program seeks departmental status. There are now nine full-time faculty and 210 majors, up from 98 majors in 2016. The program awarded undergraduate degrees starting in 2011 and was accredited by the American Council for Construction Education (ACCE) in 2020. The Program is financially strong with support by the Mississippi State Board of Contractors and a 28-member industry advisory board (IAB).

**B. Proposed Unit Title: Department of Interior Design**
- Unit Location: College of Architecture, Art and Design
- Effective Date: February 2022
- Cost of implementation: $6,200
- Total number of new faculty/staff: 0
- Degree programs to be offered within the proposed unit: Bachelor of Science (BS) in Interior Design and Master of Fine Arts (MFA) in Historic Preservation

Program Summary: The mission of the Interior Design Program at Mississippi State University is to provide a broad-based educational experience that prepares graduates for careers in the professional practice of Interior Design or for postgraduate study. Graduates are exposed to a comprehensive curriculum focused on creating interior environments that enhance quality of life, increase productivity, preserve the environment, and protect the health safety and welfare of the public.

Reason for Request: The Interior Design Program has more than doubled the student numbers from 80 students to 172 students and faculty have also more than doubled from
3 faculty to 7 faculty. With an established interior design minor, a lighting minor that has been approved for implementation, a proposed master's program, and a growing national reputation, it is highly desirable for Interior Design to attain academic departmental status.

**STAFF RECOMMENDATION:** Board staff recommends approval of item 1.

2. **USM – REQUEST TO ADD NEW CENTER**

In accordance with Board policy 502 and the approved Academic Guidelines for establishing and modifying institutes and centers, the University of Southern Mississippi requests approval for the creation of the following center.

A. **USM – University College**
   - Unit Location: USM Gulf Park campus
   - Scope: Limited Scope and Outreach
   - Type: Type 2 (Student, Faculty, or Community Service)
   - Effective Date: February 2022
   - Anticipated five-year implementation cost: $5,101,735.90 (from existing budgets)
   - Total number of faculty/total number of new faculty: 0/0 (faculty will not be a part of the University College)
   - Total number of staff/total number of new staff: 25/3 (new staff includes Director, Internship Coordinator, and IT professional)

Purpose: Based on research at institutions across the nation, University College is the most common term used to represent three main areas: adult learning and workforce/professional development pathways, community college/associate degree pathways, or freshman/undeclared and student service pathways.

University College will serve as an administrative container for established programs at Gulf Park to include academic advisement and recruitment offices as well as our ever-developing community college partnerships. Additionally, developing clear pathways through joint admission processes and enhanced student support services will be managed through University College as well as our Complete 2 Compete IHL initiatives.

Over time, the University College could expand to include Prior Learning Assessment, Adult Learning Centered efforts, and workforce and professional development.

**STAFF RECOMMENDATION:** Board staff recommends approval of item 2.
1. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MASTER SERVICES AGREEMENT AND PRIMARY DISTRIBUTION AGREEMENT WITH OWENS AND MINOR DISTRIBUTION, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a new Master Services Agreement and a Primary Distribution Services Schedule with Owens and Minor Distribution, Inc. (O&M). The Master Services Agreement establishes the general business and legal terms for future schedules between the parties. The Primary Distribution Services Schedule is for the purchase and distribution of medical/surgical products, as well as related hospital consumable supplies, capital equipment, and non-traditional medical-surgical goods, and special orders as needed. Under the Distribution Schedule, O&M will provide inventory management, Low Unit of Measure stock picking operations (LUM), and delivery services to UMMC hospitals and clinics. Additionally, UMMC requests permission to amend the agreement to remove specific services provided by O&M under the agreement without seeking prior Board approval as long as adequate funds are available.

**Contractor’s Legal Name:** Owens and Minor Distribution, Inc.

**History of Contract:** This is a new Master Services Agreement and Primary Distribution Services Schedule with O&M. The Master Services Agreement with O&M establishes the general business and legal terms for future schedules between the parties. The Master Services Agreement is incorporated into each service schedule, and each service schedule is treated as a separate, standalone agreement that includes the terms of the Master Services Agreement. UMMC currently utilizes O&M for medical/surgical product distribution via a Vizient group purchasing organization contract. UMMC seeks to contract directly with O&M at this time to lock in pricing for the term and to establish performance requirements for service delivery to UMMC hospitals and clinics.

UMMC has submitted for consideration a separate Pandemic Supply Storage Schedule tied to the same Master Services Agreement with O&M for storage and logistics services of UMMC-owned personal protective equipment (PPE) supplies.

**Specific Type of Contract:** This is a new Master Services Agreement and Primary Distribution Services Schedule.

**Purpose:** The purpose of the Primary Distribution Services Schedule is to provide primary medical/surgical product distribution, as well as related hospital consumable supplies, capital equipment, and non-traditional medical-surgical goods, and special orders as needed. O&M provides warehouse space, inventory management, and logistics services for a large volume of medical/surgical supplies and serves as a consolidator for many different manufacturers’ products stored together in its warehouse and available for quick delivery to UMMC. Additionally, O&M ensures a consistent supply of medical/surgical...
products and eliminates the need for UMMC to warehouse large quantities of medical products.

**Scope of Work:** Under the Primary Distribution Services Agreement, O&M will:
- deliver acute care/medical surgical products to UMMC facilities each week;
- deliver other products such as capital equipment, and non-traditional medical-surgical goods, and special orders as needed;
- meet certain requirements for delivering a percentage of UMMC orders in specified categories;
- provide a prompt payment rebate to UMMC for early payments;
- provide a quarterly rebate based on the volume of O&M branded products UMMC purchases during a quarter; and
- pay a monthly penalty if the percentage of items ordered by UMMC are not delivered according to certain metrics.

Under the Primary Distribution Services Agreement, UMMC will:
- utilize O&M as its primary vendor for acute care distribution of medical/surgical products;
- purchase a minimum spend of products each year;
- purchase ninety-five percent (95%) of its acute care medical/surgical products through O&M;
- purchase a minimum market share of O&M branded products; and
- pay quarterly incentive payments if O&M meets certain metrics.

**Term of Contract:** The term of the Master Services Agreement is five (5) years, from March 1, 2022, through February 28, 2027. The term of the Primary Distribution Services Schedule is five (5) years, from March 1, 2022, through February 28, 2027.

**Termination Options:** The Master Services Agreement may be terminated as follows:
- automatically upon termination of the agreement between Vizient Supply, LLC and O&M;
- by either party upon written notice to the other party in the event that:
  - the other party is in material breach of the performance of a duty or obligation under the agreement and such breach has not been substantially cured within thirty (30) days following receipt by the breaching party of written notice, or
  - (ii) a petition in bankruptcy is filed by or against the other party or the other party makes an assignment for the benefit of creditors or takes advantage of any insolvency or other laws affording protection against creditors;
The Primary Distribution Services Schedule may be terminated as follows:

- automatically upon termination of the agreement between Vizient Supply, LLC and O&M;
- automatically upon the expiration or termination of the Master Services Agreement;
- by either party upon written notice to the other party in the event that:
  1. the other party is in material breach of the performance of a duty or obligation under the agreement and such breach has not been substantially cured within thirty (30) days following receipt by the breaching party of written notice,
  2. (ii) a petition in bankruptcy is filed by or against the other party or the other party makes an assignment for the benefit of creditors or takes advantage of any insolvency or other laws affording protection against creditors; and
- by UMMC upon one hundred eighty (180) days’ advance written notice to O&M;

**Contract Amount:** The total estimated cost over the five (5) year term is $337,425,000. Distribution service fees are a percentage of the purchase amount of medical/surgical supplies. The pass-through cost for item purchases, including medical/surgical supplies, hospital consumable supplies, capital equipment, and non-traditional medical surgical goods and special orders is estimated to be $326,137,869 over the term. Beginning in year two (2), UMMC has included a ten percent (10%) increase for potential price and volume increases.

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

**Contractor Selection Process:** O&M 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.
2. **USM – REQUEST FOR APPROVAL TO ENTER INTO TO A CONTRACTUAL SERVICES AGREEMENT WITH ARAMARK EDUCATIONAL SERVICES, LLC FOR FOOD SERVICE MANAGEMENT**

**Agenda Item Request:** The University of Southern Mississippi (USM) requests approval to amend its existing contract with Aramark Educational Services, LLC, for their food service management agreement.

**Contractor’s Legal Name:** Aramark Educational Services, LLC

**History of Contract:** USM and Aramark entered into an IHL Board approved 10-year contract in March of 2004 to operate and provide food services at USM’s main campus. That contract was subsequently amended on five separate occasions. Those amendments updated the existing financial capital investment schedule and modified the guaranteed sales commission schedule, each in ways that did not materially alter the original terms. The current agreement is set to expire on June 30, 2030.

**Specific Type of Contract:** Food Service Management Services Outsourcing Agreement

**Purpose:** The purpose of this contract amendment is to maintain uninterrupted food services on USM’s campus while helping mitigate revenue losses related to Covid-19 sales declines, and continue to operate a fiscally strong dining program essential to the University’s desire for outstanding food services for its campus constituents. The proposed amendment will defer monthly commission payments earned for calendar year 2022 and convert them into two lump sum payments without materially altering the total revenue earned by the University.

**Scope of Work:** Under the amended agreement, Aramark will continue as USM’s food service provider and the University will continue to receive the financial benefits of the existing agreement. Financial update as follows:

- Aramark and USM will defer monthly commission payments for calendar year 2022.
- USM will receive the commission earned for 2022 in two unrestricted payments:
  - Unrestricted Payment #1 – January 1, 2022, through June 30, 2022
  - Unrestricted Payment #2 – July 1, 2022, through December 31, 2022

**Term of Contract:** The existing contract term is July 1, 2020, and ending June 30, 2030. The effective date of this amendment will be January 1, 2022.

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

- by either party at any time upon sixty (60) days written notice;
failure by Aramark to comply with the federal E-Verify Program; and
In the event that the contract is early terminated, USM will be required to reimburse Aramark for any unamortized balances remaining in its financial Capital Investment.

**Contract Amount:** This is a revenue producing contract to USM. It is estimated that the University will receive approximately $38.83 million in revenue benefits over the course of the 8-year extension. This averages out to approximately $4.85M per year.

**Funding Source for Contract:** This is a revenue producing contract.

**Contractor Selection Process:** The original agreement with Aramark in 2004 was executed after a formal review of proposals and vendor selection process. Subsequent contractual amendments were made following negotiations with the current provider, and all amendments were approved by the Board. The proposed extension package will support University growth and includes financial incentives that are consistent with the largest IHL institutions.

Since 2004, the University has benefitted from a strong partnership with Aramark, one which students, faculty, and staff validate with increasingly positive customer service satisfaction ratings. In addition, Aramark has consistently proven to be a dependable and reliable partner during ever-changing conditions and hardships presented through the COVID-19 pandemic. Given their track record of exceptional service to the University, their flexibility to disruptions in campus activity outside of their control, and rising up to provide quality service through tough economic challenges, the amendment is recommended for approval.

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

Board Policy §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.

APPROVAL OF OTHER REAL ESTATE REQUESTS

1. UMMC – APPROVAL TO AMEND A LEASE AGREEMENT WITH MEMORIAL HOSPITAL AT GULFPORT

Agenda Request: The University of Mississippi Medical Center (UMMC) requests approval to amend its Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to extend the term an additional two (2) years. Under the Sublease, UMMC leases approximately 4,500 square feet of clinical space at 12259 Highway 49 in Gulfport, Mississippi, for use as a pediatric outpatient clinic. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods and Services, UMMC also requests a waiver to allow prepayment of rent on the first day of each month.

Contractor’s Legal Name: Memorial Hospital at Gulfport

History of Contract: On November 16, 2017, the Board approved a twenty-three (23) month sublease with MHG with an expiration date of February 28, 2020. The property is owned by Mamie Street Properties, LLC and was leased to MHG through
February 28, 2020. MHG renewed its lease with Mamie Street Properties, LLC and agreed to extend UMMC’s sublease accordingly. On February 20, 2020, the Board approved Amendment No. 1 which extended the term of the agreement for an additional two (2) years.

Specific type of contract: This is Amendment No. 2 to the Medical Office Building Lease.

Purpose: The purpose of the Amendment No. 2 is to extend the Sublease two (2) additional years. The purpose of the amended Sublease is to sublease approximately 4,500 square feet from MHG for use as a pediatric outpatient clinic.

Scope of Work: Under the amended Sublease, MHG will:
• Sublease approximately 4,500 square feet of clinical space to UMMC;
• Provide the following, which shall be billed to UMMC and paid as operating expenses:
  o Air conditioning sufficient to cool the premises and heat sufficient to warm the premises to maintain comfortable temperatures in the premises;
  o Provide utilities including hot and cold running water for all restrooms and lavatories, electricity, gas, rubbish collection, and medical waste (sharps collection) disposal;
  o Janitorial service to include soap, paper towels, toilet tissue for public restrooms, and cleaning supplies;
  o Electrical and mechanical maintenance services; and
  o Maintenance and repairs, such as replacement of light bulbs and air conditioning filters, unclogging plumbing fixtures, etc.;
• Remove any interior or exterior signage identifying MHG;
• Clean, wax, and seal all flooring; and
• Remove all soap and foam dispensers.

UMMC will use the premises for medical urgent care, walk-in or outpatient clinic/facility.

Terms: The term of the amended Sublease is seventy-one (71) months and five (5) days, from March 26, 2018, through February 29, 2024. The original Sublease term was twenty-three (23) months and five (5) days. Amendment No. 1 extended the term twenty-four (24) months and Amendment No. 2 extends the term for an additional twenty-four (24) months.

Termination Options: Termination options include the following:
• By UMMC in the event MHG causes any utility service interruption lasting longer than 30 consecutive days;
• By either party in the event of a partial destruction of the premises and MHG does not elect to make repairs or if the repairs cannot be made within 120 days;
• By either party in the event of a total destruction of the building;
• Automatically if the whole of the premises or building or so much thereof as to render the balance unusable by UMMC shall be taken under power of eminent domain, condemnation or by deed in lieu of foreclosure or otherwise;
• By UMMC in the event of a partial taking under power of eminent domain, by giving MHG written notice within 30 days after UMMC’s receipt of written notice of such partial taking;
• By either party in the event the other party commits an act of default under the Sublease, by giving the defaulting party at least ten (10) days’ prior written notice;
• By either party in the event any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, and the parties fail to agree upon modified terms within 90 days;
• By either party immediately upon breach of any of the following ongoing representations and warranties that it, its officers, directors and employees:
  o Are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  o Have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs; and
  o Are not under investigation or otherwise aware of any circumstances which may result in the party being excluded from participation in the Federal Healthcare Programs or any state healthcare programs;
• By either party in the event of an adverse change in law and the parties fail to agree upon modified terms within 60 days; and
• Automatically upon the expiration or termination of the lease agreement between MHG and Mamie Street Properties, LLC.

**Contract Amount:** The total estimated cost of the amended Sublease is $855,868 over the extended term. The original lease and Amendment No. 1 were approved for a total cost of $556,000. Effective March 1, 2022, UMMC’s base rent will be $9,195.00 per month, plus an estimated $57,188.35 in operating expense and $13,000 in possible improvements. Operating expenses were estimated based on historical use averages at this location, with a three percent (3%) annual inflation adjustment.

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

**Contractor Selection Process:** UMMC is currently contracted with MHG
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.
1. **UMMC - APPROVAL TO SETTLE TORT CLAIM**

The University of Mississippi Medical Center is seeking board approval for settlement of tort claim number 3018.

2. **JSU – APPROVAL TO CONTRACT WITH BUTLER SNOW, LLP AS OUTSIDE COUNSEL**

Jackson State University requests approval to enter into a contract with the law firm of Butler Snow, LLP as outside counsel to perform services necessary in assisting the university with intellectual property and commercial matters. The term of the contract is 16-months effective March 1, 2022 through June 30, 2023. The hourly rate is $295 for attorneys and $95 for paralegal services until June 30, 2022, with an increase to $135 for paralegals effective July 1, 2022 and thereafter. The maximum amount payable is $75,000 for the term of the contract. 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 is pending approval of the Attorney General.

**STAFF RECOMMENDATION:** Pending approval of the Attorney General, Board Staff recommends approval of this item.
1. **SYSTEM – DISCUSSION OF THE ELECTION OF VICE PRESIDENT OF THE BOARD OF TRUSTEES FOR THE TERM BEGINNING MAY 8, 2022**

Pursuant to Board Policy 301.02 Election of Officers, a new Vice President of the Board shall be elected to take office on May 8, 2022 unless the Board chooses to postpone the election. Applicable Board policies regarding the terms of officers and the election of officers are shown below.

### 301.01 OFFICERS OF THE BOARD

**A. PRESIDENT:**
There shall be a president elected by the Board from its membership. A class of Trustees shall consist of those Trustees who take office on the same date, or those whose terms as trustees end on the same date. A member of a class may serve more than one term, if elected. The length of a term shall be one year. The president of the Board may not immediately succeed himself/herself as president after having served a full term. The president of the Board shall preside at all meetings of the Board; he or she shall be an ex officio member of all standing and special committees; he or she shall, with the Commissioner, execute such instruments and contracts as may be ordered by the Board; he or she shall perform such duties as usually pertain to this office and such other duties as may be assigned by the Board; and he or she shall be governed in his action by the usual parliamentary procedure. When the presiding officer has voted and the result is a tie, he cannot vote again to break the tie.

**B. VICE PRESIDENT:**
There shall be a vice president elected by the Board from its membership. A vice president shall serve until completion of the term of the president that the vice president will succeed. The vice president shall preside at meetings of the Board in the absence or disability of the president.

The vice president of the Board shall automatically succeed to the office of president after having served a term as vice president.

The vice president shall become president upon the resignation, removal, death or incapacity of the president.

### 301.02 ELECTION OF OFFICERS

The Board of Trustees shall elect its officers at the meeting of the Board held three months before new officers are to take office, unless no meeting is held during that month. However, the Board may vote, if it so chooses, to hold the election of officers at another meeting of the Board.
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.

   Program Title: **Bachelor of Business Administration (BBA) in Business Administration**
   Total credit hours: 121
   CIP Code, Sequence: 52.0201, 5117
   Cost to offer by distance learning: $0
   Effective date: February 2022

2. **SYSTEM – INTENT TO OFFER OR MODIFY CERTIFICATE PROGRAMS**

   **OFFER**
   A. **JSU - Certificate program title: Disaster Preparedness & Community Resilience Among Vulnerable Populations**
      Responsible academic units: Department of Psychology; Department of Civil and Environmental Engineering and Industrial Systems and Technology
      Level: post-baccalaureate
      Total credit hours: 18
      CIP code: 43.0302
      Effective date: April 2022
      Rationale: The Preparedness & Community Resilience Among Vulnerable Populations certificate program will serve as a multi-disciplinary program bringing together a diverse group of disciplines that account for the Departments of Criminal Justice, Journalism and Media Studies, Psychology, and Civil & Environmental Engineering and Industrial Systems &Technology. This certificate program will cover the basics of disaster preparedness and mitigation, effective risk communication, in addition to the behavioral and social science aspects to assess the mental and emotional impacts before, during, and after a disaster. This certificate program is ideal for employees of emergency management agencies at the local, state, and federal levels, law enforcement officers, media/journalists, mental health professionals, health care professionals, community managers, community-based organizations, engineers, educators (k- 12), university employees, administrators, and staff members.
B. **UM - Certificate program title: Academic Reform & Athletics Academic Success**
   Responsible academic unit: School of Applied Sciences
   Level: post-baccalaureate
   Total credit hours: 12
   CIP code: 31.0504
   Effective date: January 2022
   Rationale: The Academic Reform & Athletics Academic Success graduate certificate is a post-baccalaureate, fully online web-based program that includes four courses (three credit hours/course) totaling 12 hours of graduate-level course work.

   The Academic Reform & Athletics Academic Success certificate program is designed for individuals with backgrounds in business, administration, management, higher education, marketing and communications, and other related areas that are seeking an advanced understanding of intercollegiate athletics administration. The certificate is tailored to enhance professional competencies in NCAA governance, athletics academic advising, technical elements of student-athlete academic eligibility, and leadership skills with emphases in collegiate athletics organizations.

C. **UM - Certificate program title: Evidence-Based Policing & Reform**
   Responsible academic unit: Department of Criminal Justice & Legal Studies
   Level: post-baccalaureate
   Total credit hours: 12
   CIP code: 43.0103
   Effective date: January 2022
   Rationale: The Evidence-Based Policing & Reform graduate certificate is a post-baccalaureate, fully online web-based program that includes four courses (three credit hours/course) totaling 12 hours of graduate-level course work.

   The Evidence-Based Policing & Reform certificate program is designed for individuals with backgrounds in criminal justice, mostly notably in law enforcement, and related fields. The certificate is designed to offer knowledge and skills in evidence-based policing and reform for those who are actively employed/working with/or have intentions of working with or in the field of law enforcement and related careers.

MODIFY

D. **USM – Current certificate program title: Software Development**
   Proposed certificate program title: **Software Engineering**
   Responsible academic units: School of Computing Sciences & Computer Engineering
   Level: pre-baccalaureate
   Total credit hours: 18
   CIP code: 11.0301, 8139
   Effective date: August 2022
   Rationale: This proposal is to change the name of the undergraduate certificate from Software Development to Software Engineering. This certificate enables Information
Technology majors and other non-Computer Science majors to develop advanced skills in software development. Required in the certificate are six courses that cover foundational software development concepts, secure engineering of software, software engineering processes, and client and server-side development.

**STAFF RECOMMENDATION:** Board staff recommends these items be accepted as information.
1. **JSU–MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AMENDMENT #2 TO THE SOFTWARE LICENSE AND APPLICATION SERVICE PROVIDER AGREEMENT WITH INSTRUCTURE, INC.**

   The attached exhibit represents the approval of MS-ITS of Amendment #2 to its Software License and Application Service Provider Agreement with Instructure, Inc. on behalf of Jackson State University (JSU). The amendment allows for an extended period of performance of the agreement in which JSU may purchase Services from Instructure, Inc. The Attorney General’s staff assigned to the MS-ITS reviewed the amendment prior to execution. The Software License and Application Service Provider Agreement is between Instructure and MS-ITS behalf of JSU.

   Exhibits are on file with the IHL Office of Finance.

2. **USM–MISSISSIPPI INFORMATION TECHNOLOGY SERVICES AGREEMENT WITH INSTRUCTURE, INC.**

   The following documents represent the approval of the Mississippi Department of Information Technology Board of a five (5)-year Software License and Managed Service Contract agreement with Instructure, Inc. for its Canvas Learning Management System for the University of Southern Mississippi (USM). Amendment #2 of the existing ITS contract provides for professional services, consulting, software, and maintenance services for a learning management system using the Canvas platform. The contract period will have an anticipated start date of 4/1/2022 and have an end date of 3/31/2027. The Attorney General’s staff assigned to the ITS will review and approve the agreement prior to its final execution by the ITS. The resulting agreement will be between Instructure, Inc., and ITS on behalf of USM. Documents are on file with the IHL Office of Finance.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE ` JANUARY 20, 2022 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 B
ALCORN STATE UNIVERSITY

1. **ASU-GS 101-297 – TECHNOLOGY CLASSROOM BUILDING**

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

   **Approval Request #1: Change Order #11**

   Board staff approved Change Order #11 in the credit amount of $8,875.23 and twenty-eight (28) additional days to the contract of Flagstar Construction Company.

   **Approval Status & Date:** APPROVED, January 24, 2022

   **Change Order Description:** Change Order #11 includes the following items: deleted the perimeter chain link fence; added power at the IT closets; added brick to the dumpster enclosure wall; deleted a yard rain; and twenty-eight days to the contract.

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

   **Total Project Change Orders and Amount:** Eleven (11) change orders for a total amount of $392,047.88.

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

MISSISSIPPI STATE UNIVERSITY

1. **MSU-IHL 205-283 – ADDITION AND RENOVATION OF HUMPHREY COLISEUM**

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

   Board staff approved the Award of Contract in the amount of $34,534,000.00 to the apparent low bidder, Thrash Commercial Contractors, Inc.
Approval Status & Date:  APPROVED, February 2, 2022

Project Initiation Date:  June 16, 2018
Design Professional:  Dale partners Architects, P.A.
General Contractor:  Thrash Commercial contractors, Inc.
Total Project Budget:  $50,000,000.00

2. **MSU- IHL 205-291– NEW TRANSIT FACILITY**

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

   Board staff approved Change Order #3 in the amount of $15,187.28 and zero (0) additional days to the contract of J.T. Harrison Construction Co., Inc.

   **Approval Status & Date:  APPROVED, January 12, 2022**

   **Change Order Description:**  Change Order #3 includes the following items: capped the abandoned sanitary lines and raised the manhole ring to cover the new elevation; added concrete paving/sidewalk at the existing building; installed MSU standard building identification monument signage; and credit issued for the geotechnical investigation from the new concrete paving area.

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

   **Approval Request #2: Change Order #4**

   Board staff approved Change Order #4 in the amount of $5,145.39 and zero (0) additional days to the contract of J.T. Harrison Construction Co., Inc.

   **Approval Status & Date:  APPROVED, January 20, 2022**

   **Change Order Description:**  Change Order #4 includes the following items: installed additional interior signage.

   **Change Order Justification:**  This change was necessary due to user/owner requested modifications.

   **Total Project Change Orders and Amount:**  Four (4) change orders for a total amount of $279,392.69.
3. **MSU- IHL 205-311 – TRANSPORTATION ALTERNATIVES PROJECT COLLEGEVIEW CONNECTOR**

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

   Board staff approved the Schematic Design Documents as submitted by Neel Schaffer.

   **Approval Status & Date:** APPROVED, January 14, 2022

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

   Board staff approved the Waiver of Design Development Documents as submitted by Neel Schaffer.

   **Approval Status & Date:** APPROVED, January 14, 2022

   **Project Initiation Date:** May 20, 2021
   **Design Professional:** Neel Schaffer
   **General Contractor:** TBD
   **Total Project Budget:** $1,750,000.00

4. **MSU- IHL 205-312 – LAKEVIEW DRIVE RELOCATION**

   **Approval Request #1: Contract Documents**

   Board staff approved Contract Documents as submitted by Smithers Engineers

   **Approval Status & Date:** APPROVED, January 12, 2022

   **Approval Request #2: Advertise**

   Board staff approved request to advertise for receipt of bids.

   **Approval Status & Date:** APPROVED, January 12, 2022
5. **MSU-IHL 205-317 – IED CNC LAB RENOVATION**

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

Board staff approved Change Order #2 in the amount of $21,710.80 and zero (0) additional days to the contract of Ethos Contracting Group, LLC.

**Approval Status & Date:** APPROVED, January 14, 2022

**Change Order Description:** Change Order #2 includes the following items: substituted trim and exposed brick for taking the gypsum wall board for the bottom of the deck; leveled the floor; substituted field painted flush wood doors instead of thermal flush fused doors; additional cable tray, hangars & accessories; omitted wood quarter round around the beams; added acoustic insulation to the south wall; and hung and finished the drywall around the window arches.

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

**Total Project Change Orders and Amount:** Two (2) change orders for a total amount of $66,747.73.

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

**Design Professional:** Beard + Riser Architects, PLLC

**General Contractor:** Ethos Contracting Group, LLC

**Total Project Budget:** $1,400,000.00

6. **MSU-IHL 405-001 – MUSIC BUILDING RE-BID**

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

Board staff approved Change Order #5 in the amount of $26,334.00 and zero (0) additional days to the contract of Mac’s Construction Company, Inc.

**Approval Status & Date:** APPROVED, January 14, 2022

**Project Initiation Date:** May 20, 2021

**Design Professional:** Smithers Engineers

**General Contractor:** TBD

**Total Project Budget:** $2,900,000.00
Change Order Description: Change Order #5 includes the following items: changed the light fixtures at the canopies from Type K to Type K1; and civil revisions.

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

Total Project Change Orders and Amount: Five (5) change orders for a total amount of $279,990.09.

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

7. UNIVERSITY OF MISSISSIPPI

UM-IHL 207-474 – SOUTH OXFORD CENTER – 2ND FLOOR COSTUME & CRAFT SUITE

Approval Request #1: Schematic Design Documents

Board staff approved the Schematic Design Documents as submitted by McCarty Architects, P.A.

Approval Status & Date: APPROVED, January 31, 2022

Approval Request #2: Design Development Documents

Board staff approved the Design Development Documents as submitted by McCarty Architects, P.A.

Approval Status & Date: APPROVED, January 31, 2022

Project Initiation Date: January 20, 2022
Design Professional: McCarty Architects, P.A.
General Contractor: TBD
Total Project Budget: $1,178,790.00
8. UMMC- IHL #209-577 – EMERGENCY RESPONSE STATION – NORTH

Approval Request #1: Schematic Design Documents

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

Approval Status & Date: APPROVED, January 14, 2022

Project Initiation Date: March 2, 2021
Design Professional: JH&H Architects
General Contractor: TBD
Total Project Budget: $1,250,000.00

9. GS 108-296 – KINESIOLOGY BUILDING RENOVATION

NOTE: This is a Bureau of Building project

Approval Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Albert & Robinson Architects.

Approval Status & Date: APPROVED, January 20, 2022

Project Initiation Date: March 19, 2020
Design Professional: Albert & Robinson Architects
General Contractor: TBD
Total Project Budget: $7,788,125.00

10. IHL 210-248 – INVERTEBRATE GROWOUT II RENOVATION

Approval Request #1: Re-Bid
Board staff approved the Re-Bid as the bid amounts were all over the stated budget.

**Approval Status & Date:** APPROVED, January 24, 2022

**Project Initiation Date:** November 15, 2018
**Design Professional:** McCarty Architects, P. A.
**General Contractor:** TBD
**Total Project Budget:** $10,000,000.00
1. **SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL**

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

Payment of legal fees for professional services rendered by Ware|Immigration (statement dated 12/21/21) from the funds of Alcorn State University. (This statement, in the amount of $3,460.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE**.................................................................................................................. $3,460.00

Payment of legal fees for professional services rendered by Brunini, PLLC (statements dated 12/16/21 and 1/12/22) from the funds of Mississippi State University. (These statements, in the amounts of $68.75 and $137.50, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE**.................................................................................................................. $206.25

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 1/1/22 and 1/1/22) from the funds of Mississippi State University. (These statements, in the amounts of $125.00 and $5,000.00, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE**.................................................................................................................. $5,125.00

Payment of legal fees for professional services rendered by The Winfield Law Firm, P.A. (statements dated 12/17/21 and 1/20/22) from the funds of Mississippi State University. (These statements, in the amounts of $3,041.00 and $922.50, respectively, represent services and expenses in connection with general legal advice.)

**TOTAL DUE**.................................................................................................................. $3,963.50

Payment of legal fees for professional services rendered by Brunini (statement dated 1/12/22) from the funds of the University of Mississippi. (This statement, in the amount of $825.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE**.................................................................................................................. $825.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 1/8/22, 1/14/22, 1/14/22 and 1/16/22) from the funds of the University of Mississippi. (These statements, in the amounts of $2,397.00, $2,821.50, $1,976.50 and $560.50, respectively, represent services and expenses in connection with general legal advice.)
TOTAL DUE…………………………………………………………$                      7,755.50

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 7/1/21, 9/1/21, 10/1/21, 1/1/22, 1/1/22 and 1/1/22) from the funds of the University of Mississippi. (These statements, in the amounts of $39.42, $23.60, $39.46, $4,500.00, $70.17 and $28.79, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE…………………………………………………………$                      4,701.44

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 11/15/21, 12/9/21, 12/15/21, 1/7/22, 1/7/22, 1/7/22, 1/16/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $7,611.00, $45,029.92, $143.25, $442.50, $1,699.00, $251.00 and $50,112.80, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE…………………………………………………………$                  105,289.47

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statement dated 12/7/21) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $2,822.52, represents services and expenses in connection with legal advice.)

TOTAL DUE…………………………………………………………$                      2,822.52

Payment of legal fees for professional services rendered by Gore Kilpatrick & Dambrino, PLLC (statements dated 12/28/21 and 12/28/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,188.00 and $10,701.00, represent services and expenses in connection with legal advice.)

TOTAL DUE…………………………………………………………$                    11,889.00

Payment of legal fees for professional services rendered by Hagwood and Tipton, PC (statements dated 12/27/21, 12/27/21, 12/27/21, 12/27/21, 12/27/21, 1/7/22, 1/7/22 and 1/12/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $411.20, $1,584.00, $609.10, $2,446.20, $3,630.00, $1,297.20, $330.00, $335.00 and $48.48, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………………..$              10,691.18

Payment of legal fees for professional services rendered by Hogan Lovells, US, LLP (statements dated 12/17/21 and 1/26/22) from the funds of the University of Mississippi Medical Center.
(These statements, in the amounts of $4,950.50 and $2,018.40, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………….$ 6,968.90

Payment of legal fees for professional services rendered by Page, Kruger & Holland (statements dated 12/13/21 and 12/15/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $313.50 and $2,242.50, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………….$ 2,556.00

Payment of legal fees for professional services rendered by Steen Dalehite & Pace (statement dated 1/10/22) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $364.50, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………….$ 364.50

Payment of legal fees for professional services rendered by Watkins & Eager, PLLC (statements dated 12/1/21, 12/9/21, 12/14/21, 12/14/21, 12/22/21 and 12/22/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $9,272.76, $481.50, $99.20, $132.00, $714.45 and $6,055.01, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………….$ 16,754.92

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 12/15/21 and 1/21/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $11,683.20 and $11,263.30, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………….$ 22,946.50

Payment of legal fees for professional services rendered by Caves & Caves, PLLC (statement dated 1/5/22) from the funds of the University of Southern Mississippi. (This statement, in the amount of $4,965.15, represents services and expenses in connection with legal advice.)

TOTAL DUE……………………………………………………….$ 4,965.15

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 12/1/21, 12/1/21, 12/1/21, 1/1/22 and 1/1/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $52.63, $2,250.00, $70.17, $140.75 and
TOTAL DUE………………………………………………………….$ 2,593.71

Payment of legal fees for professional services rendered by Wise Carter (statement dated 1/11/22) from the funds of the University of Southern Mississippi. (This statement, in the amount of $566.56, represents services and expenses in connection with legal advice.)

TOTAL DUE………………………………………………………….$ 566.56

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

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 12/22/21, 12/22/21, 12/22/21, 12/30/21, 1/18/22 and 1/18/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Esterification and Bio Oil Upgrading” - $123.50; “Therapeutics for Breathing Disorders” - $254.00; “Live Attenuated Edwardsiella Ictaluri Vaccine and Method of Using Same” - $1,666.00; “IP and Regulatory Matters” - $295.00; “Production of Biodiesel” - $2,936.50; and “Recombinant Fimbrial Protein of Aeromonas Hydrophila as Vaccine in Catfish” - $2,113.50, respectively.)

TOTAL DUE………………………………………………………….$ 7,265.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 1/19/22 and 1/19/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Utilization of Oleaginous Microorganisms as an Oral Supplement for Animals” - $700.00; and “Oleaginous Microbe Supplementation for Improving Black Soldier Fly Growth and Development” - $6,635.00.)

TOTAL DUE………………………………………………………….$ 7,335.00

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 12/20/21, 12/20/21 and 12/20/21) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Synthesis of Optically Active Indoline Derivatives via Ruthenium (II)-Catalyzed Enantioselective C-H Functionalization” - $693.50; “Fluoroalkysilane-Modified Polystyrene-Coated Metal Electrodes for Sensitive Electrochemical Detection of Oil in Water” - $171.00; and “Synthesis of Optically Active Indoline Derivatives via Ruthenium (II)-Catalyzed Enantioselective C-H Functionalization” – $38.00.)
TOTAL DUE…………………………………………………………$                      902.50

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 11/4/21, 12/6/21, 12/8/21 and 12/8/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Emerald Bioscience, Inc. Licenses” - $236.00; “Trademark Matters” - $3,656.00; “Trademark Maintenance for Athletic Logos” - $147.50; and “Emerald Bioscience, Inc. Licenses” - $295.00, respectively.)

TOTAL DUE…………………………………………………………$                     4,334.50

Payment of legal fees for professional services rendered by Thomas|Horstemeyer, L.L.P. (statements dated 11/18/21, 11/18/21, 11/18/21, 11/18/21, 11/18/21, 11/18/21, 11/18/21, 11/18/21, 11/18/21, 11/18/21, 11/18/21, 11/18/21, 11/18/21 and 12/28/21) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Dyes, Dye-Sensitized Solar Cells and Making and Using Same” - $1,121.70; “Dyes, Dye-Sensitized Solar Cells and Making and Using Same” - $250.00; “Biologically Active Cannabidiol Analogs” - $150.00; “Biologically Active Cannabidiol Analogs” - $150.00; “Biologically Active Cannabidiol Analogs” - $150.00; “Biologically Active Cannabidiol Analogs” - $150.00; “Biologically Active Cannabidiol Analogs” - $150.00; “Biologically Active Cannabidiol Analogs” - $150.00; “Biologically Active Cannabidiol Analogs” - $150.00; “Biologically Active Cannabidiol Analogs” - $150.00; “Isolation of Pure Cannabinoids from Cannabis” - $1,950.29; “Highly Selective Sigma Receptor Ligands and Radioligands as Probes in Nociceptive Processing and the Pathophysiological Study of Memory Deficits and Cognitive Disorders” - $739.55; “Patent Analysis – CM699” - $492.70; and “Dyes, Dye-Sensitized Solar Cells and Making and Using Same” - $795.90, respectively.)

TOTAL DUE…………………………………………………………$                    14,913.09

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 11/11/21, 11/11/21, 11/11/21, 11/11/21, 11/11/21, 12/15/21, 12/15/21, 12/15/21, 12/15/21, 12/15/21, 12/15/21, 12/15/21, 12/15/21, 12/15/21 and 12/15/21) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $648.00, $326.00, $1,118.00, $601.50, $45.64, $5,271.47, $3,655.14, $697.50, $603.50, $600.50, $586.50, $659.50, $637.50, $671.50, $52.00, $312.00 and $2,665.50, respectively, represent services and expenses in connection with intellectual property patents.)

TOTAL DUE…………………………………………………………$                     19,151.75

Payment of legal fees for professional services rendered by Workman Nydegger (statement dated 11/5/21) from the funds of the University of Mississippi Medical Center. (This statement, in the
amount of $250.00, represents services and expenses in connection with intellectual property patents.)

TOTAL DUE...........................................................................$ 250.00

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 12/21/21, 12/21/21, 12/21/21, 12/21/21 and 12/21/21) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following intellectual property matters: “Phenylphosphine Oxide Epoxy Polymer and Atomic Oxygen Stable Epoxy Polymer” - $359.50; “Infrared Detection w. Intrinsically Conductive” - $212.00; “An Automated Mechanism to Position Aquaculture Equipment” - $5,989.50; “Mesoporous Material Derived” - $1,209.50; and “Transition of Patent Files” - $5,671.00).

TOTAL DUE...........................................................................$ 13,441.50
1. **SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**

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

a. **ASU** - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 2, 2022, Commissioner Alfred Rankins, Jr. approved the budget revisions to the FY 2022 Ayers academic programs after conducting a review. It appears that these revisions were necessary to align 2022 budgets to individual program needs over the remaining months of the year. Per IHL Ayers administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. One of the requested revisions does not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The IHL Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

b. **MSU** – On January 13, 2022, Commissioner Alfred Rankins, Jr., approved a lease agreement between Mississippi State University (lessor) and MartinFederal Consulting, LLC (lessee) for 842.8 square feet of office space in the MSU’s High Performance Computing Building, and designated as Suite 101, including rooms 101-A, 101-B and 101-D. The term of the lease is three years effective April 1, 2022. Lessee will pay $1.00 per year. In addition, MartinFederal will make necessary improvements as required to obtain top Secret (TS) clearance accreditation and, upon receiving accreditation, will maintain accreditation for the leased space by an authorizing agency to TS level for the remainder of the lease. After obtaining this accreditation, MSU will be able to use the lease space with 24 hours’ notice and coordination with MartinFederal for any work which must be performed in an accredited space. 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. **MSU** – On January 13, 2022, Commissioner Alfred Rankins, Jr., approved a Rental Agreement between Mississippi State University and Lewko Properties, LLC for the use of two buildings totaling 7,010 square feet located at 800 Louisville Street in Starkville, within which to store library materials that need to be archived and stored in a secure, climate-controlled environment. The term of the agreement is one-year effective September 1, 2021 through August 31, 2022, at an annual cost of $37,205.60 to be prepaid in monthly installments due by the 5th day of each month. The Board previously approved similar 3-year and 5-year agreements with this vendor, the last of which expired on August 31, 2021. 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.

d. **MSU** – On January 13, 2022, Commissioner Alfred Rankins, Jr., approved Lease Agreement Addendum #7 between Mississippi State University and Houndstooth Commercial Properties, LLC for 2400 square feet of building space for use by the OSHA Consultation employees of MSU Industrial Health and Safety. The agreement was originally approved January 2013 and has been six times previously amended and extended. The current amendment extends the term of the agreement through January 31, 2023, with no increase in the current monthly rent of $3,100. The monthly payments continue to require prepayment. 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.

e. **MVSU** - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On February 2, 2022, Commissioner Alfred Rankins, Jr. approved the budget revisions to the FY 2022 Ayers academic programs after conducting a review. It appears that these revisions were necessary to align 2022 budgets to individual program needs over the remaining months of the year. Per IHL Ayers administrative guidelines, the institutions are required to either report these revisions to the IHL Executive Office (i.e. self-approved revisions) or have certain proposed budgetary revisions pre-approved by the IHL Executive Office. The requested revisions do not fit under the pre-approval by the IHL Executive Office policy section of the guidelines. The IHL Executive Office financial and academic staff have reviewed and approved these revisions. These budget revisions contain no increases in total budget but rather reallocations among individual expense categories. A copy of the documents is on file at the Board Office.

f. **UMMC** – On January 24, 2022, Commissioner Alfred Rankins, Jr., approved an Easement Agreement between the University of Mississippi Medical Center and the City of Jackson, Mississippi for the purpose of upgrading a JATRAN bus stop on land adjacent to UMMC’s Memorial Stadium property. This easement is non-exclusive and revocable by UMMC upon 60 days’ notice. It is for use by the general public over and across the identified property, by the City of Jackson and its agents, patrons, guests, invitees and licensees, for the purpose of installing, replacing, maintaining and operating a bus stop. 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. A copy of the documents is on file in the IHL Board Office.
g. **UMMC** – On January 24, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between the University of Mississippi Medical Center and Tishomingo Health Services, Inc. d/b/a North Mississippi Medical Center – Iuka for approximately 1,315 square feet of office and clinic space in the North Mississippi Medical Center – Iuka, MS to be used by physicians from the Children’s of Mississippi Tupelo Clinic one day per month. The Agreement is for an initial term of one year with four annual renewal periods effective February 1, 2022 through January 31, 2027. The cost is $100 per month based on one 8-hour scheduled occupancy period in each calendar month, as set out specifically in Exhibit B to the Agreement, and payable 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.

h. **UMMC** – On February 1, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between the University of Mississippi Medical Center and DOC-Grenada MOB, LLC for approximately 3,000 square feet of space in the Grenada Medical Complex. The term of the Agreement is fifteen months beginning February 1, 2022, through April 30, 2023. The cost is $23.21 per square foot, or $5,802.50 per month, for the first four months with an increase of 2.5% beginning in month four, or $5,947.56 per month. The estimated total for the 15-month term is $99,500. Payment is required 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.

i. **UMMC** – On February 1, 2022, Commissioner Alfred Rankins, Jr., approved a Rental Agreement between the University of Mississippi Medical Center and Pitney Bowes, Inc. for the rental of a postage meter at the Children’s of Mississippi Gulf Coast Clinic. The term of the Agreement is 60 months beginning on or about April 1, 2022 through March 31, 2027, at a cost of $60.57 per month as set out in Exhibit A of the Rental 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.

j. **UMMC** – On February 1, 2022, Commissioner Alfred Rankins, Jr., approved a Rental Agreement between the University of Mississippi Medical Center and Pitney Bowes, Inc. for the rental of a postage meter at the Children’s of Mississippi Tupelo Clinic. The term of the Agreement is 60 months beginning on or about April 1, 2022 through March 31, 2027, at a cost of $60.57 per month as set out in Exhibit A of the Rental 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.