Board Meeting Outline

MISSISSIPPI BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

**MEETINGS SCHEDULE**

**Health Affairs Committee** | June 15, 2022, 3:00p | IHL Board Room

**IHL Board Meeting** | June 16, 2022, 9:00a | IHL Board Room

**CALL TO ORDER**

**Trustee Tom Duff**

**INVOCATION**

**Trustee Gee Ogletree**

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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 May 19, 2022 meeting. At the above-named place there were present the following members to wit: Dr. Ormella Cummings, Dr. Steven Cunningham (via Zoom), Mr. Tom Duff, Ms. Teresa Hubbard, Ms. Jeanne Carter Luckey, Mr. Bruce Martin (via Zoom), Dr. Alfred E. McNair, Jr. (via Zoom), Mr. Chip Morgan, Mr. Gee Ogletree, Mr. Hal Parker, Mr. Gregg Rader, and Dr. J. Walt Starr. The meeting was called to order by Mr. Tom Duff, President. Trustee Rader introduced his son, Pastor Bryce Rader, Associate Pastor of Christ Fellowship Church of Williamsburg, Virginia, who provided the invocation.

INTRODUCTION OF GUESTS

President Bill LaForge introduced two new employees at Delta State University: Dr. Andrew Novobilski, Provost & Vice President for Academic Affairs, and his wife Mary, and Dr. Eddie Lovin, Vice President for Student Affairs. President Duff welcomed Dr. and Mrs. Novobilski and Dr. Lovin to Mississippi.

APPROVAL OF THE MINUTES

On motion by Trustee McNair, seconded by Trustee Rader, with Trustees Cunningham, Martin, and McNair participating via Zoom, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meeting held on April 21, 2022.

CONSENT AGENDAS

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

ACADEMIC AFFAIRS

1. SYSTEM – Approved the following non-substantive changes to the Mississippi Nursing Degree Programs Accreditation Standards Procedure Manual.

<table>
<thead>
<tr>
<th>Technical Edits</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard I. Mission and Administrative Organization</td>
<td>MS became a Nursing Licensure Compact (NLC) state 01/19/2018 so this language was added for clarification.</td>
</tr>
<tr>
<td>Standard II. Faculty and Staff</td>
<td></td>
</tr>
<tr>
<td>State Specific Requirements</td>
<td></td>
</tr>
<tr>
<td>All – unencumbered current license to practice in Mississippi or hold a multistate license from another NLC state.</td>
<td></td>
</tr>
</tbody>
</table>
STANDARD IV. Curriculum

Required Documentation

5. Clinical Affiliation Agreements

- Added clinical affiliation agreements which are reviewed during accreditation visits for signatures, currency, and provisions for students.

C. TYPES OF ACCREDITATION

1. Continuing Accreditation

   Performance Improvement Plan & Progress Report
   The PIP is available in electronic format on the secure IHL Nursing Education website.

   - Clarification.

D. ACCREDITATION PROCESS

1. State Accreditation.

   IHL Nursing Education does not require a separate self-study report specific to IHL Nursing Accreditation and Standards. However, the expectation is that all state specific standards and criteria will be addressed in the self-study report with the corresponding national standards and criteria under a separate heading or included as an addendum.

   - Clarification.

FINANCE

2. DSU – Approved the request to enter a purchasing agreement with L3 Commercial Training Solutions Limited for a L3CTS CRJ700 training package, including Flight Training Device, Virtual Flight Deck software for instructor and ETHOS Systems, and Flight Management System Trainer for students. TL3 Commercial Training Solutions Limited will agree to Delta State University’s contract terms and conditions addendum. The total cost of the agreement is $650,000 and will be funded by Educational Enhancement Funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

3. MSU – Approved the request to enter a Second Amendment to Lease Agreement with North Mississippi Health Services Property Holdings, LLC (“NMHS”) to extend the term of an existing lease agreement at the Imaging Center of Excellence in Starkville, MS. The extended three-year term begins June 1, 2022 and ends May 31, 2025. MSU will continue to pay annual rent of $187,200.00 for year 1 of the new three-year term. The annual rent will increase to $195,840 for years 2 and 3 of the term. The amendment will be funded by institutional funds – service center 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. MSU – Approved the request for the University, for and on behalf of its National Strategic Planning & Analysis Center (NSPARC), to enter a new five-year lease agreement with the Mississippi State University Research & Technology Corporation (RTC) for up to 9,137 square feet of office space at RTC’s Innovation Hub (Hub) at 301 Main Street in Starkville, Mississippi at a rate of $16.00 per square feet annually. NSPARC is currently occupying space MSU subleases at the Mill Conference Center. In the event the Mill is purchased by
the MSU Foundation, MSU’s sublease at the Mill will terminate. MSU has identified office space at RTC’s Hub to house NSPARC. MSU does not intend to enter into this lease agreement with RTC unless and until the MSU Foundation has acquired the Mill. The lease agreement is for a five-year term commencing upon the date of full execution of the lease agreement. Depending on the amount of space leased, MSU could pay annual rent up to $146,192 for a total of up to $730,960 over the five-year term of the lease agreement. MSU will also be responsible for its pro rata share of the cost of utility and janitorial services. The amendment will be funded by NSPARC service center revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

5. **MSU** – Approved the request to enter a new 5-year agreement to license SirsiDynix Library Automation System software and services for the Mississippi State University Libraries and the members of the Mississippi Library Partnership. Member institutions include Mississippi State University (lead institution), Columbus-Lowndes Public Library System, East Mississippi Community College Library System, First Regional Library System, Hinds Community College, Lee-Itawamba Library System, Mid-Mississippi Regional Library System, Mississippi Delta Community College, Mississippi University for Women, Starkville-Oktibbeha County Public Library System and Tombigbee Regional Library System. As a part of this renewal, Delta State University will join the consortium. This Automation System is the software used by the libraries to manage their collections including providing an online catalog, and the modules required to manage the collections (i.e. circulation, cataloging, acquisitions, serials control, analytics, etc.). The term of the contract is July 1, 2022 through June 30, 2027. The total cost of the 5-year agreement is $1,509,238.43. This amount is within our MS Dept of ITS CPI approved budget for the project. A breakdown of associated costs for the 5-year agreement and the addition of Delta State University is included in the bound May 19, 2022 Board Working File. Each member of the Mississippi Library Partnership pays the Mississippi State University Library for a portion of their overall contract fee. 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. **UM** – Approved the request to enter a contract with CWM, LLC to provide services for collection and disposal of solid waste, bulk trash, construction and demolition debris generated by the University in a timely manner when deemed necessary. The term is for one year, renewable annually not to exceed sixty (60) months in total. The total contract cost will be approximately $188,000 per year. If renewed each year up to the total possible contract term of the five years, the contract amount will be approximately $940,000. The funding will be provided within the budgets of the University of Mississippi Landscape Services, Athletics, Student Housing, and as needed/requested by other departmental budgets within the University. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

7. **UM** – Approved the request for the University’s Department of Facilities Planning to amend the Master Services Agreement with Hoar Program Management, LLC (HPM) for the new Jim and Thomas Duff Center for Science and Technology Innovation (CSTI). This
Amended Master Services Agreement adjusts the Owner’s Representative responsibilities in the scope of work to change the Senior Project Manager’s services to full-time and extend the Senior Project Manager’s full-time services and the Senior Field Coordinator’s full-time services to be throughout the duration of construction closeout (November 30, 2023) and increase the fees. The previously amended agreement was based on the Senior Project Manager being full-time for 9 months and the Senior Field Coordinator being full-time for 24 months. This Amended Master Services Agreement maintains the original agreement start date of February 16, 2018 and maintains the current duration of the Agreement to the anticipated completion of construction and close-out date of November 30, 2023. The contract amount per the current agreement is $1,831,658.57. The additional fee for the adjusted responsibilities and services reflected in this amended agreement is $589,921.80. The new contract total is $2,421,580.37. The funding source for this contract is HB1729 Laws of 2016; HB1649 Laws of 2018; Internal R&R funds, External UMEBC financing, and other 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.

8. **UM** – Approved the request to enter a contract with Huron Consulting Group Inc. DBA Huron Consulting Services LLC to conduct a Comprehensive Staff Classification and Compensation Study of its classified, professional, administrative (staff) positions and a plan for implementation utilizing best practices in its management and design. The primary objectives are: 1) to attract and retain qualified employees who will be paid equitable salaries; 2) to provide fair salaries for all workers at the University; and 3) to provide a salary structure to enable the University to maintain a competitive position with other entities within the university’s geographical area and industry. This Agreement shall commence on the Effective Date and will remain in effect for a period of two (2) years unless terminated as permitted. The University will pay the fees and allowable incurred expenses as outlined in the Statement of Work not to exceed $350,100 plus out-of-pocket expenses to be capped at $20,000. This contract will be funded using Educational 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.

9. **UMMC** – Approved the request to waive the annual audit requirement applicable to the IHL approved affiliation agreement with UMMC Research Development Foundation (RDF) for the fiscal year ending June 30, 2021. As per requirements stipulated in Board Policy 301.0806 University Foundation/Affiliated Entity Activities Subsection D. 9. General Requirements of Affiliation Agreements, staff have considered and reviewed the source documents for the following. 1) Both activities and assets of the RDF continue to remain low (approximately $12,013 as of February 2022); 2) Contracting for an external audit would represent a significant expense that, at this time, does not make sound financial or business sense, as the FY2019 audit cost $8,268 to complete; and 3) The RDF does not anticipate that the year-end financial statements for the current year will differ substantially from the financial statements as of the end of the most recently completed fiscal year.
UMMC – Approved the request to enter a Purchase Agreement with B. Braun Medical Inc. (B. Braun) to purchase solutions and disposables required to perform dialysis on the B. Braun Dialysis® hemodialysis systems. The Board also approved the request for the institution to substitute, add, or remove products covered by the agreement without requiring prior submission for Board approval, as long as it does not increase the approved expenditure level. The term of the agreement is five (5) years, from June 1, 2022, through May 31, 2027. The total estimated cost of the agreement over the five (5) year term is $1,200,000. Beginning in year two (2), UMMC has calculated a fifteen percent (15%) annual increase for patient volume growth. Beginning in year three (3), UMMC has included a three percent (3%) annual increase for price 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.

10. UMMC – Approved the request to enter a Building Lease with BYB Leasing, LLC (BYB) to lease the property located at 2601 North State Street, Jackson, MS to BYB for a restaurant and retail establishment. The term of this agreement is ten (10) years, from May 29, 2022, through May 28, 2032. The ten (10) year Building Lease will provide UMMC a total revenue of $1,302,131.49. BYB will pay a monthly base rent in the amount of $9,750. The base rent will increase by nine percent (9%) in years four (4), seven (7) and ten (10). Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

11. UMMC – Approved the request to enter the Second Amendment to its Services Agreement with Comprehensive CV Services LLC for cardiac surgery support staffing, in order to include provide greater flexibility in the number of full time cardiac thoracic first assistants (FA) for floor rounding, consultation visits, and operating room coverage during normal operating hours on an as-needed basis. 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 Second Amendment will become effective May 20, 2022 and remain in effect until the Agreement’s expiration. The total cost of the amended Agreement is $2,250,000. The fee for each full-time equivalent is $12,500 per month. The contract 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 Service Agreement with Elekta Inc. (Elekta) for hardware maintenance, support service, and reload of the cobalt supply for UMMC’s Leksell Gamma Knife® IconTM (Gamma Knife). The Gamma Knife is used to treat brain disorders using a non-invasive method of delivering a single, high dose of irradiation to a small and critically located intracranial volume through the intact skull. The initial term of the Agreement is one (1) year, from June 1, 2022, through May 31, 2023. Thereafter, the agreement will renew annually for up to four (4) additional years. The total term, including the initial and all renewal terms, is five (5) years, from June 1, 2022, through May 31, 2027. The total estimated cost over the five (5) year term is $2,750,000. The annual fee for the platinum service package is $508,000. UMMC also has factored in an additional $40,000 per year for unforeseen emergency support services outside normal working hours, including travel. Pursuant to Board Policy 707.03 Approval of Prepayment
for Goods or Services, the Board approved the request to allow prepayment of the annual support fee. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

13. UMMC – Approved the request to enter a Service Agreement with Elekta Inc. (Elekta) for hardware maintenance and support service for UMMC’s Synergy® S linear accelerator (E3). The linear accelerator provides radiation therapy with 3D image guidance to help clinicians visualize tumor targets and normal tissue both before and during treatment fractions. The term of the agreement is two (2) years, from June 1, 2022, through May 31, 2024. The total estimated cost over the two (2) year term is $550,000. The fixed annual fee for the gold service package is $226,175.07. UMMC has factored in an additional $40,000 per year for unforeseen emergency support services outside normal working hours, including travel. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment of the annual support fee. The agreement will be funded by hospital patient revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

14. UMMC – Approved the request to enter Amendment Four to its Standard Terms and Conditions (Agreement) with MediQuant, LLC (Mediquant) (successor in interest to MediQuant, Inc.) to extend the term of the agreement for a period of three (3) years, remove two (2) agency interfaces, and change the tier status for Grenada patient accounting to a tier 2. The Mediquant system provides data storage and access management services to UMMC for its legacy clinical and financial data. The total amended term of the Agreement, which includes all associated service orders, is ten (10) years, from June 1, 2015, through May 31, 2025. The total cost of Amendment Four is $284,724.00. The total cost of the Agreement, including all associated service orders, is $2,368,712.07. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to allow prepayment of the monthly access fees in advance each month. The agreement will be funded by patient care revenue. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

15. UMMC – Approved the request to amend the Rehabilitation Services Agreement (Agreement) with MidSouth Rehab Services, Inc. (MidSouth) to extend the term of the Agreement and to revise the payment structure for services provided to swing bed and skilled nursing unit patients to reflect the new Centers for Medicare and Medicaid Services (“CMS”) payment model. Under the Agreement, MidSouth provides a full range of therapy services for UMMC Grenada. MidSouth provides all employees and management oversight of the inpatient, outpatient, and home health functions of UMMC Grenada’s Rehab service line. MidSouth is responsible for volume growth, oversight of quality, and oversight of billing practices to ensure appropriate coding of Rehab claims and appropriate collections of those claims. The term of the amended Agreement is five (5) years, from July 1, 2019, through June 30, 2024. The original agreement was for a term of three (3) years, beginning July 1, 2019. The amendment extends the term for an additional two (2) years through June 30, 2024. The total estimated cost over the extended term of the
Agreement is $6,525,000. The total estimated cost of the original agreement was $3,950,061. The first amendment will add approximately $2,574,939 to the total amended cost. 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 the Master Apheresis Agreement (MAA), Quality Assurance Agreement (QAA), and Outcomes Based Agreement (OBA) (collectively, the Agreement) with Novartis Pharmaceuticals Corporation (Novartis) to extend the date of all three (3) agreements, to update the terms of the QAA to reflect changes in the scope to include clinical trials, and to add Information Security language to the MAA. The Agreement provides the Chimeric Antigen Receptor T cell (CAR-T) therapy, Kymriah, to UMMC patients. CAR-T is an immunological therapy that utilizes a patient’s immune system to destroy their cancer cells. CAR-T therapy is utilized in patients who have not responded to standard therapy or who have relapsed. Kymriah is approved for patients up to 25 years of age with relapsed or refractory B-cell acute lymphoblastic leukemia (ALL) and in adult patients with relapsed or refractory diffuse large B cell lymphoma (DLBCL). The term of the original Agreement was three (3) years, with each document beginning on the date it was executed. The amendments to each document extend the term approximately three (3) years, so that each will expire on July 31, 2025. The amended term of the MAA is six (6) years and twenty-eight (28) days, from July 3, 2019, through July 31, 2025. The amended term of the OBA is six (6) years and twenty-two (22) days, from July 9, 2019, through July 31, 2025. The amended term of the QAA is six (6) years and twenty-nine (29) days, from July 2, 2019, through July 31, 2025. The total cost of the amended agreement remains unchanged at $12,720,000. 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.

17. **UMMC** – Approved the request to enter a Quotation 1-21M7NHR and Amendment Number 1 to Quotation No. 1-21M7NHR (collectively the “Purchase Agreement”) with Philips Healthcare, a division of Philips North America, LLC (Philips) to purchase the Azurion 7 M20 catheterization laboratory procedural equipment and related components to upgrade UMMC’s Electrophysiology (EP) Lab 2. The Purchase Agreement shall be in effect for approximately one (1) year, eight (8) months, from May 24, 2022, through January 23, 2024. The term of the Purchase Agreement will begin upon the last date of signature, which is expected to be on or about May 24, 2022, and will end twelve (12) months from the date of installation. The term of the agreement will begin on May 24, 2022, and end twelve months (12) months from the date of installation, which is expected to be on or about January 24, 2023. The total cost of the agreement is $817,496.00, not including the trade-in allowance of $12,500 to be applied to the cost of labor to de-install the old system. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods and Services, the Board approved the request to allow the institution to prepay eighty percent (80%) of the purchase price upon shipment of the equipment. 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.

18. UMMC – Approved the request to enter a Quotation No. 1-2HFQYMA, Rev 4 and Amendment Number 1 to Quotation No. 1-2HFQYMA, Rev 4 (collectively the “Purchase Agreement”) with Philips Healthcare, a division of Philips North America, LLC (Philips) to purchase six (6) new EPIQ CVx ultrasound systems (EPIQ Systems) for use on pediatric and adult cardiology patients. The ultrasounds are used to perform diagnostic testing and cardiac imaging to diagnose various conditions that affect circulation, heart function, birth defects, and other life-threatening disorders. The Purchase Agreement includes six (6) EPIQ ultrasound systems, each with a specific software bundle configuration, transducers, an eighteen (18) month warranty, and installation services. The Purchase Agreement shall be in effect for approximately one (1) year, eight (8) months and six (6) days, from May 24, 2022, through January 10, 2024. The term of the Purchase Agreement will begin upon the last date of signature, which is expected to be on or about May 24, 2022, and will end eighteen (18) months from the installation date, which is expected to be on or about July 11, 2022. The total estimated cost of the Purchase Agreement is $1,250,000.00. UMMC will trade-in the six (6) end of life ultrasounds in exchange for a $168,006.00 discount off the purchase price of the new EPIQ Systems. UMMC has included additional funds to cover costs UMMC may incur for the removal of data from the six (6) trade-in units. This 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.

19. UMMC – Approved the request to enter a Service Agreement with Pileum Corporation (Pileum) for body worn cameras, video management system, training, and support for use by UMMC’s Police and Public Safety Department. The term of the Service Agreement is five (5) years, from May 25, 2022, through May 24, 2027. The total estimated cost of the Service Agreement is $615,000.00, which includes up to $16,000 for optional equipment and services to be purchased as needed. This agreement will be funded by general funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

20. UMMC – Approved the request to enter a Resuscitation Quality Improvement Program Master Services Agreement with RQI Partners, LLC (RQI) to purchase the American Heart Association (AHA) Advanced Cardiac Life Support (ACLS) online/hybrid resuscitation licenses for Basic Life Support (BLS), Advanced Life Support (ALS), Neonatal Resuscitation Program (NPR) and Pediatric Advanced Life Support (PALS) certifications. Clinical personnel are required to have and maintain certification for lifesaving skills. This Agreement is for a term of three (3) years, from June 1, 2022, through May 31, 2025. The total estimated cost of the Agreement is $750,000.00, which includes an increase of approximately twenty percent (20%) in years two (2) and three (3) for potential increases in the quantity of licenses needed for UMMC learners. 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.
21. **USM** – Approved the First Amendment to the License Agreement with Cellular South Real Estate, Inc. to extend the term for up to ten years for the placement of telecommunications equipment including antennas atop the University’s Wilbur Hall. The contract provides cellular capability in and around campus. This Amendment shall be effective as of June 17, 2022 and shall extend the term of the Agreement for a period of five years. After that term, it shall automatically renew for one (1) consecutive renewal period of five years upon the same terms unless Licensee provides written notice to Licensor of its election not to renew the Term at least sixty (60) days prior to the end of the then-current five-year term. In the final year of the existing term, the Agreement provided $2,609.55 in monthly revenue to the University. The Amendment will increase the monthly rent to $2,790.84 in the first year of the extension term and escalate 3% per year in each year of the extension term and available renewal term. Total revenue for the extension term and available renewal provided for by the Amendment is $383,925.75. 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**

22. **ASU** – Approved the initiation of IHL 201-257, Greenhouse Renovations, and the appointment of Duplantis Design Group as the design professional. This project will include the renovation of 3,153 GSF of greenhouse facilities on the grounds of the Morris Boykin Agriculture Building which includes two brick buildings and seven greenhouse zones. The project will also include renovations of the restroom facilities, improvements to interior door hardware, and replacement of all glass on the greenhouses with a polycarbonate retrofit framing/window system, installation of new heating and cooling systems, new irrigation systems, new LED lighting, environmental control systems, shading systems, autoclave equipment, and renovated office/work area. The proposed project budget is $1.7 million. Funds are available from the National Institute for Food and Agriculture Funds (NIFA) of the United States Department of Agriculture ($1,700,000).

23. **ASU** – Approved the initiation of IHL 201-258, Mushroom Facility Renovations, and the appointment of PryorMorrow PC as the design professional. This project will include the renovation of 2,452 GSF in the Biology Lab Building on the Lorman Campus into a comprehensive Mushroom Research Facility. The facility, built in 1976, will include research lab space to include mushroom cultivation laboratory with specialized equipment, new building finishes, new roof and envelope repairs, and ADA accessibility modifications. The proposed project budget is $1,542,362. Funds are available from the Federal McIntyre Stennis Grant Funds through the United States Department of Agriculture ($1,542,362).

24. **ASU** – Approved the initiation of IHL 201-259, Poultry Processing Facility Renovations & New Composting/Incinerator Building, and the appointment of Vernell Barnes Architects, PLLC as the design professional. This project will include the renovation of the offline 2,450 GSF Poultry Processing Facility on the Lorman Campus into a comprehensive poultry processing facility and will include the construction of a new building adjacent to it that is a pre-engineered composting / incinerator building. The new
building will be 1,500 GSF in area. The proposed project budget is $1,980,888. Funds are available from the National Institute for Food and Agriculture Funds (NIFA) of the United States Department of Agriculture ($1,980,888).

25. **MSU** – Approved the initiation of IHL 205-319, 20-Inch Sewer Force Main Phase II, and the appointment of Graver Engineering as the design professional. This project will replace over 5,000 feet of 20-inch force main. The sewer piping is beyond its useful life and at risk of failure. The proposed project budget is $2.5 million. Funds are available from University Designated Funds ($2,500,000).

26. **UM** – Approved the initiation of IHL 207-479, Conner/Holman Roof Replacement, and the appointment Shafer Zahner Zahner, PLLC as the design professional. This project will remove the existing 24-year-old, ballasted membrane and metal roof system and replace it with a new 2-ply modified and standing seam metal, twenty-year roof system. The proposed project budget is $2 million. Funds are available from Capital Appropriations & Internal R&R ($2,000,000).

27. **UM** – Approved the initiation of IHL 207-480, Gertrude Ford Center Roof Replacement, and the appointment of Shafer Zahner Zahner, PLLC as the design professional. This project will remove the existing 20-year-old, single ply membrane roof and replace it with a new 2-ply modified, twenty-year roof system. The proposed project budget is $2.15 million. Funds are available from Capital Appropriations & Internal R&R ($2,150,000).

28. **UM** – Approved the initiation of IHL 207-481, Martindale-Cole Roof Replacement, and the appointment of Shafer Zahner Zahner, PLLC as the design professional. This project will remove the existing 25-year-old, single ply membrane and metal roof system and replace it with a new 2-ply modified and standing seam metal, twenty-year roof system. The proposed project budget is $1.4 million. Funds are available from Capital Appropriations & Internal R&R ($1,400,000).

29. **UM** – Approved the initiation of IHL 207-482, Faser Hall Roof Replacement, and the appointment of Shafer Zahner Zahner, PLLC as the design professional. This project will remove the existing 18-year-old, 2-ply modified roof and replace it with a new 2-ply modified, twenty-year roof system. The proposed project budget is $1.45 million. Funds are available from Capital Appropriations & Internal R&R ($1,450,000).

30. **MSU** – Approved the request to increase the budget for IHL 205-312, Lakeview Drive Relocation, from $2,900,000 to $3,700,000 for an increase of $800,000 and to add University Designated Funds as a funding source to allow for the budget increase. This project will relocate approximately 0.3 miles of Lakeview Drive to allow for the proper development of the east side of Humphrey Coliseum. The relocation will align the drive with the new parking garage entrance to create safer paths for pedestrians. The scope includes paving, hardscape, and landscape improvements. Funds are available from MSU Athletic Department Funds ($2,500,000) and Designated University Funds ($1,200,000).

31. **MSU** – Approved the request to increase the budget for IHL 405-004, High Performance Computing and Data Center (formerly IHL #205-310), from $30,000,000 to $38,000,000 for an increase of $8,000,000 and to add SB 3002, Laws of 2022, and University Designated Funds as a funding source to allow for the budget increase. The scope of this project is to design and construct the facility to house state-of-the-art high-performance computing systems and associated equipment. The facility will be in the Thad Cochran
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 19, 2022

Research, Technology and Economic Development Park adjacent to the campus. Funds are available from HB 1730, Laws of 2020, ($30,000,000); dispersed funds from MDA to MSU; SB 3002, Laws of 2022, ($4,000,000); and Designated University Funds ($4,000,000).

32. UM – Approved the request to increase the budget for IHL 207-474, South Oxford Center, 2nd Floor Costume and Craft Suite, from $1,178,790 to $1,378,790 for an increase of $200,000. 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. Once the spaces are adequately modified, the existing costume and craft shops will be relocated to the SOC from the main campus. Funds are available from Internal R&R ($403,790) and a Provost/Department Donor Gift ($975,000).

33. MSU – Approved the exterior design for IHL 405-004, High Performance Computing and Data Center, on the MSU campus. A copy of the rendering is included in the bound May 19, 2022 Board Working File.

34. MSU – Approved the exterior design for the MSU Softball Fieldhouse. This is a MSU Bulldog Club project that will include the construction of a new softball fieldhouse. A copy of the rendering is included in the bound May 19, 2022 Board Working File.

35. MSU – Approved the request to delete Building #2237 Women’s Softball Practice Facility from inventory. The building will be demolished to prepare for future construction of upgraded facilities. The approval letter has been received from the Mississippi Department of Archives and History stating Building #2237 (Women’s Softball Practice Facility) is not eligible for designation as a Mississippi Landmark. All legal documentation will be kept on file in the IHL Office of Real Estate and Facilities.

36. MSU – Approved the request to purchase a 1.28-acre residential property located at 1520 Blackjack Road, Starkville, MS which is adjacent to the MSU campus in Oktibbeha County, Mississippi from the estate of Elizabeth M. Hillen for a sales price of $450,000. The University received two independent property appraisals in the amounts of $475,000 and $500,000. The average of the two appraisals is $487,500, which is below the purchase price. The subject property, as referenced above, is located along the south side of Blackjack Road within Starkville, Oktibbeha County, Mississippi and is further identified as tax parcel number 101-12-002.00. The subject site is a 1.28 acre or 55,757 square foot parcel. The site is currently improved with a +/- 3,365 square foot single family dwelling that is vacant and in poor condition, as well as a dilapidated shed. The closing date shall be on or before, July 31, 2022, or as otherwise mutually agreed upon in writing by the parties involved. All special assessments, taxes, and other like governmental fees which are assessed for the calendar year of the closing date shall be paid in full by the Seller. Seller shall furnish the Warranty Deed from a reputable attorney with a property description and a Certificate of Title to the date and time of closing. As required, the Phase I Environmental Site Assessment (ESA) was performed on the subject property, as referenced above, and no recognized environmental conditions were identified in connection with the subject property. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. The Attorney
General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable.

37. **MSU**—Approved the request to sell the Cooley Building located at 600 Russell Street, Starkville, MS to the MSU Foundation in exchange for the MSU Foundation releasing the University of its obligation to sublease 38,114 square feet of the Cooley Center. The Board also approved the request to sell the furniture located in the Cooley Building as part of the transaction. This sale is contingent upon the Foundation obtaining the rights to the long-term lease of the Cooley Building from Cooley Center, LLC as described below. The Cooley Building will serve as the new Foundation and Alumni Center. The University received two independent property appraisals for the property in the amounts of $17,950,000 and $17,900,000. The average of the two appraisals is $17,925,000. The first appraisal leasehold interest was in the amount of $16,720,000. The second appraisal leasehold interest was in the amount of $16,700,000. The average of the two leasehold interest appraisals was $16,710,000, leaving a residual value of $1,215,000, which is the difference in the fee simple average and the leasehold interest average. The University is selling the property with the residual value of $1,215,000 and the furniture with a value of approximately $1,000,000 for a total of $2,215,000 in exchange for the MSU Foundation releasing MSU from the remaining $8,382,793.16 base rent that would be due. This would allow MSU to receive a $6.2 million benefit for selling the Mill and the furniture to the Foundation. The subject property, as referenced above, is located at 600 Russell Street, Starkville, Mississippi on a parcel of land containing 3.33 acres, more or less, and is on Lot 1 of the Mill at MSU. The property is a 2-story building with a basement containing approximately 107,558 +/- square feet. The University will deed the Cooley Building to the Foundation in exchange for a release of the University’s sublease. MSU has subleased 38,114 square feet of the Cooley Building from Cooley Center, LLC. Pursuant to the Sublease, MSU is obligated to lease this space for approximately 8 more years for a minimum total base rent of $8,382,793.16. The closing date shall be on or before July 31, 2022, but the parties will have the right to extend the closing date for up to one year. A Phase I Environmental Site Assessment (ESA) is not required for the sale of property. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable.

38. **MSU**—Approved the request to purchase the Hunter Henry Center from the MSU Foundation for a sales price of $16,500,000 and waived the requirement to obtain a Phase I environmental report as required by Board Policy 905(B) Real Estate management because the property being acquired was constructed by the MSU Foundation, the MSU Foundation conducted appropriate due diligence on the site prior to construction, and the property has been owned by the MSU Foundation since that time. The building will become the new home to the College of Architecture, Art and Design. The University received two independent property appraisals for the property in the amounts of $17,800,000 and $16,000,000. The average of the two appraisals was $16,900,000. The purchase price is $16,500,000 which is below the average of the two appraisals. The closing date shall be on or before July 31, 2022, but the parties will have the right to extend the closing date for up to one year. The subject property, as referenced above, is located
at 1 Hunter Henry Blvd on the campus of MSU. The property is in part of Section 2, Township 18 North, Range 14 West, Oktibbeha County, Mississippi. The property is located on 2.97 acres +/- and consist of a special use facility containing approximately 46,953 square feet. A copy of the property description and all legal documentation are on file with the IHL Office of Real Estate and Facilities. The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable.

39. UM – Approved the request to enter a lease contract with Northwest Mississippi Community College to provide classroom and office space for academic programs offered at the University of Mississippi-DeSoto campus located at 5197 W.E. Ross Parkway, Southaven, Mississippi. The term of the lease agreement will be for thirty-six (36) months from July 1, 2022, to June 30, 2025, with a total rental amount of $1,148,000. From July 1, 2022, to June 30, 2023, the rental rate will be $371,000. From July 1, 2023, to June 30, 2024, the rental rate will be $382,500. From July 1, 2024, to June 30, 2025, the rental rate will be $394,500. The lease will be funded by a portion of the operations budget for the University of Mississippi-DeSoto. The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable.

40. UM – Approved the request to use the Construction Manager at Risk (CMAR) project delivery method for the IHL 207-472, Vaught-Hemingway Stadium West Side Additions & Renovations as outlined in the IHL CMAR Approval Process. The project will demolish a portion of the existing west side grandstand and press box structure to construct new spaces as site and budget permit. New programmatic needs include Service Areas (Commissary, Loading Dock, Stadium Storage, and Kitchen), Premium Areas (Field Club/Seating, Ledge Seating, Loge Boxes, and Clubs/Suites of varying size), and Press Box for north/south functions. This project will be the most expensive and most complex and logistically challenging construction project built on campus. The project budget is expected to be $306,000,000. The University requested the use of the CMAR project delivery to enable the University to select a Construction Management firm with a proven record of controlling the progression of successful projects of similar type and complexity in a team environment. The proposed project budget is $1.5 million. Funds area available from the UM Athletics/OMAF Foundation ($1,500,000). The Attorney General’s Office has reviewed this item for compliance with applicable law and found it to be acceptable.

LEGAL

41. MSU – Approved the request to modify a contract with the law firm of Stites & Harbison, PLLC to perform services necessary for obtaining patents for designs, processes, products, and other patentable materials developed in connection with the University. This Modification #2 will extend the term of the contract for one year or through June 30, 2023. The hourly rate range remains $260 to $360 for attorneys and $95 for paralegal services, with a $75,000 maximum amount payable under this one-year term. This firm carries professional liability insurance coverage in the amount of $30,000,000 per claim occurrence with an annual aggregate of $60,000,000. This request has been approved by the Office of the Attorney General.
42. **MSU** – Approved the request to modify a contract with the law firm of Stites & Harbison, PLLC to perform services necessary for obtaining patents for designs, processes, products, and other patentable materials developed in connection with the University. This Modification #3 will add attorney Sam Raque to the list of attorneys who may perform work under this agreement. The hourly rate for this attorney is $250. All other provisions of the agreement originally dated July 1, 2021 with Modifications #1 and #2 remain in effect. This request has been approved by the Office of the Attorney General.

43. **UMMC** – Contingent upon approval by the Attorney General, the Board approved the request to contract with the law firm of King and Spalding LLP to advise and assist UMMC and UMMC’s local outside counsel on the dispute with Blue Cross Blue Shield of Mississippi. The hourly rate would be $840 for attorneys with a maximum amount payable under the contract of $2,000,000. This firm carries professional liability insurance coverage in the amount of $40,000,000 per claim with an annual aggregate of $40,000,000. This request is contingent upon approval by the Attorney General.

44. **SYSTEM** – Approved the request make any needed final edits to any of the Board’s policies and bylaws to make them consistent with the policy changes approved by the Board during the April 2022 meeting. This is merely a housekeeping measure to make all the Board’s policies and bylaws consistent with the changes approved at the last Board meeting.

**PERSONNEL REPORT**

45. **Employment**

*University of Mississippi*
Andrea Hickerson; Dean of the School of Journalism and New Media and Professor of Journalism; School of Journalism and New Media; salary of $255,000 per annum, pro rata; E&G Funds; twelve-month contract; effective July 1, 2022

46. **Sabbatical**

*Jackson State University*
Byron Orey, Professor of Political Science; *from* $91,415 per annum, pro rata; funds; 9-month contract; *to* salary $91,415 for sabbatical period; E&G funds; effective August 1, 2022 to December 30, 2022; professional development.

*Mississippi State University*
FROM: 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

*[Originally approved by IHL Board February 17, 2022]*
CORRECTED: Christopher A. Snyder; Professor of Shackouls Honors College; from salary of $124,608.00 per annum, pro rata; E&G Funds; 9-month contract; no change in salary during sabbatical period; E&G Funds; effective August 16, 2023 to December 31, 2023; professional development

University of Mississippi
FROM: 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.)
[Originally approved by IHL Board February 17, 2022]
TO: 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 August 18, 2022 to December 31, 2022; professional development (Contingent on being awarded tenure by July 1.)

ADMINISTRATION/POLICY
47. USM – Approved the request to bestow one honorary degree at a December 2022 commencement ceremony. Supporting documents are on file at the Board Office.

REGULAR AGENDAS

ACADEMIC AFFAIRS
Presented by Trustee Steven Cunningham, Chair

On motion by Trustee Cunningham, seconded by Trustee Cummings, with Trustees Cunningham, Martin, and McNair participating via Zoom, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Academic Affairs Agenda.

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

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^1 Continuing Accreditation With Conditions
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¹Alcorn State University
- **REASON:** MSN/Post-Masters Certification Program non-compliant with ACEN Standard 6.
  - Outcomes. Criterion. 6.2. Nurse practitioner certification examination for first-time test takers during the same 12-month period.
- **CONDITION:** must submit a Follow-up Report to ACEN by October 15, 2022.

²Mississippi College
- **REASON:** BSN program non-compliant with IHL Standard I. Mission and Administrative Organization. State Specific Requirements 2.c. All must satisfy a criminal history background check; Standard II: Faculty and Staff. State Specific Requirements 2.e. All nursing faculty (full-time, part-time, and adjunct) must satisfy a criminal history background check; Standard III: Students. State Specific Requirements 2. B.5. All students must satisfy a criminal history background check with fingerprinting.
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 06/30/2022.

³University of Mississippi Medical Center
- **REASON:** BSN program is non-compliant with IHL Standard II. Faculty and Staff. State Specific Requirements 2.g. Preceptors (e.g. mentors, guides, coaches) shall be academically/experientially prepared at or beyond the level for which the preceptor service is rendered and shall have a minimum of one year of experience.
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 06/30/2022.

⁴University of Mississippi Medical Center
- **REASON:** MSN program is non-compliant with IHL Standard II. Faculty and Staff. State Specific Requirements 2.g. Preceptors (e.g. mentors, guides, coaches) shall be academically/experientially prepared at or beyond the level for which the preceptor service is rendered and shall have a minimum of one year of experience.
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 06/30/2022.
prepared at or beyond the level for which the preceptor service is rendered and shall have a minimum of one year of experience.

- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 06/30/2022.

*University of Southern Mississippi*

- **REASON:** BSN program is non-compliant with IHL Standard III. Students.2.b.5. criminal history background check with fingerprinting and Standard IV. Curriculum. 2.a.3. No more than 15 to 1 for those courses that do not require direct supervision (i.e. precepted experiences).
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 06/30/2022.

**FINANCE AGENDA**

Presented by Trustee Tom Duff, Chair

On motion by Trustee Starr, seconded by Trustee Parker, with Trustees Cunningham, Martin, and McNair participating via Zoom, all Trustees legally present and participating voted unanimously to approve items #1 and #2 as submitted on the Finance Agenda. Trustee Gee Ogletree recused himself from discussing or voting on items #3 through #8 on the Finance Agenda by leaving the room before there was any discussion or vote regarding the same. Trustee Bruce Martin recused himself from discussing or voting on item #3 on the Finance Agenda and was placed in the Zoom waiting room before there was any discussion or vote regarding the same. On motion by Trustee McNair, seconded by Trustee Starr, with Trustees Martin and Ogletree absent and not voting and with Trustees Cunningham and McNair participating via Zoom, all Trustees legally present and participating voted unanimously to approve item #3. Trustee Martin was readmitted to the Zoom meeting following the discussion and vote on item #3 on the Finance Agenda. On motion by Trustee Rader, seconded by Trustee Cummings, with Trustee Ogletree absent and not voting and with Trustees Cunningham, Martin, and McNair participating via Zoom, all Trustees legally present and participating voted unanimously to approve items #4 through #8. Trustee Ogletree returned to the room following the discussion and vote on items #4 through #8 on the Finance Agenda.

1. **UMMC** – Approved the request to enter a Professional Staffing Services Agreement with AMN Healthcare, Inc. (AMN) to provide nursing services at UMMC’s facilities through the placement of international registered nurses (RNs). AMN’s international RNs will arrive at UMMC with permanent U.S resident status. Each RN placement will be for a commitment of two (2) years of full-time work. Upon completion of the RN commitment, UMMC may directly hire the registered nurse at that time, if UMMC so chooses. The term of the agreement is six (6) years and three (3) months, from June 1, 2022, through September 30, 2028. The total estimated cost of the agreement over six (6) years is $38,700,000. UMMC has included a ten percent (10%) contingency each year for variable fees such as on call rates, holiday rates, and other fees. Beginning in year two (2), AMN shall increase the rates equal to the most recently published Medical Care Services National CPI index or three percent (3%), whichever is less. UMMC has included the annual price increase in its total estimation as well. 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.

2. UMMC – Approved the request to enter a new Services Agreement with Medical Solutions, L.L.C. (Medical Solutions) for augmentation of nursing, nursing assistants, therapists, technologists and technicians to be utilized on an as-needed basis at all UMMC locations. The term of the agreement is three (3) years, from June 1, 2022, through May 31, 2025. The total estimated cost of the agreement over the three (3) year term is $46,875,000. 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.

3. SYSTEM – Approved the request to renew its property insurance coverage with Affiliated FM Insurance Company (AFM). Additionally, the wind and flood coverage for the gulf coast (referred to as a Difference in Conditions or “DIC” policy) includes a number of markets which share the risk. One of the lead insurers for the shared DIC coverage is Berkshire Hathaway (Berkshire). The purpose of the contract is to insure the system’s properties in the most cost effective manner while meeting each university’s individual coverage needs. This will be a one-year insurance policy running from May 31, 2022, to May 31, 2023. The combined premium is approximately $10,160,540 ($8,323,477 for the AFM portion and $1,837,063 for the DIC wind and flood coverages) for 2022-2023. Premium amounts may increase or decrease through the term of the policy as universities add or decrease their insured values. The above amount would increase to $10,467,540 if UMMC, MSU, and Ole Miss all select the higher policy coverage limit options. Each university and the Board Office pay its respective share of the premium which is billed and paid directly between the insurance company and the insured. 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. SYSTEM – Approved the request to purchase cyber liability and incident response insurance coverage with Lloyds of London – Beazley Syndicate (Beazley). Beazley will provide the cyber coverage and breach response services for the system. Beazley has an A.M. Best Rating of A XV. The purpose of the contract is to protect the IHL system from cyber liability risks and response costs through transferring some of that risk to an insurer. The breach response coverage also provides expert assistance and access to network of contractors with pre-negotiated rates. The contract is a one-year insurance policy beginning May 26, 2022 and terminating May 26, 2023. The cost will be approximately $750,750 for the one-year policy. The IHL Self-Insured Tort Plan has been paying the premium and allocating an appropriate premium share to each insured participant. If this practice continues, the share for each participant other than UMMC will be built into the annual assessment of the Tort Plan, and the Tort Plan will invoice UMMC for its share. In the alternative, universities can be billed directly for their share of the premium. 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 Southwest Airlines Co. for the purpose of air transportation services for the MSU Football team during the 2022 Football season. The contract shall commence the date contract is signed by both parties and
terminate on the date of the last flight as set forth in the agreement. The total amount for all charters will be $389,300. Pursuant to Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the request to pay a deposit prior to the flights. Prepayment is very common and most often required in this industry. Funds are available from Athletic Department self-generated funds. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

6. **UM** – Approved the request for the University of Mississippi Facilities Management Department to enter a contract with MMC Materials, Inc. for various ready-mix concrete products to be ordered and fulfilled on an as-needed basis in support of Facilities Management projects. The first year of the contract ended on June 30, 2021 and was renewed through June 30, 2022. The University may continue to renew this contract on an annual basis for up to a total of sixty (60) months, through June 30, 2025. Renewal of the contract will depend on price, delivery and quality of service, and be mutually agreed by both parties. This contract is estimated at $150,000 per annum based on purchases made during previous fiscal years. Annual price increases based on the Consumer Price Index will be considered if requested. Using a 5% CPI for annual increases, the total over the remaining three-year term would be estimated at approximately $500,000. This contract is funded by internal operating funds and designated renewal & replacement (R&R) 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. **UM** – Approved the request to enter a contract with T2 Systems, Inc./T2 Systems Canada, Inc. for an integrated parking management system. The system will provide the needed tools to maintain records and manage many aspects related to the department’s services including parking permits, citations, customer appeals, and revenue control and collection. This Agreement shall commence on the Effective Date and remain in full force and effect up to a total of three (3) years unless this Agreement or any Addendum is otherwise terminated in accordance with its terms. This Agreement may be renewed for two additional one (1) year terms upon the mutual written consent of both parties within at least sixty (60) days prior to the expiration of the then-current term. The total cost of all services to be provided during the maximum five (5) year period shall not exceed $547,440.13. University Auxiliary departmental funds are generated exclusively from parking permits and citation fees on the Oxford campus. Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds same to be acceptable. The agreement is on file in the Board Office.

8. **UMMC** – Approved the request to amend the Hemo-Force Pump Program Agreement with Medline Industries, LP (Medline) to increase the number of pumps, revise quarterly purchase requirements accordingly, and add additional items for purchase. The agreement is for the loan of sequential compression devices (SCD) pumps, the provision of batteries, as well as the purchase of sleeves required for the use of the pumps. These items increase circulation and reduce swelling, the risk of blood clots, and deep vein thrombosis (DVT) in patients. 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 it does not increase the approved expenditure level. The term of the amended agreement is unchanged.
and remains five (5) years, from November 1, 2020, through October 31, 2025. The total cost of the amended agreement is $5,750,000 over the five (5) year term. The original cost of the agreement was $3,750,000. The additional pumps and anticipated purchases under the amendment will add up to $2,000,000 to the agreement. 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.

**LEGAL AGENDA**

Presented by Trustee Gee Ogletree, Chair

On motion by Trustee Hubbard, seconded by Trustee Ogletree, with Trustees Cunningham, Martin, and McNair participating via Zoom, all Trustees legally present and participating voted unanimously to move items #1 and #2 to the Executive Session Agenda.

1. **UMMC** – Settlement of IHL Self-Insured Workers’ Compensation Claim No. 55-4467-1. *(THIS ITEM WAS MOVED TO EXECUTIVE SESSION FOR CONSIDERATION.)*
2. **USM** – Settlement of IHL Self-Insured Workers’ Compensation Claim No. 55-40912-1. *(THIS ITEM WAS MOVED TO EXECUTIVE SESSION FOR CONSIDERATION.)*

**ADMINISTRATION/POLICY AGENDA**

Presented by Commissioner Alfred Rankins, Jr.

On motion by Trustee Ogletree, seconded by Trustee Hubbard, with Trustees Cunningham, Martin, and McNair participating via Zoom, all Trustees legally present and participating voted unanimously to approve item #1 as submitted on the Administration/Policy Agenda. On motion by Trustee Rader, seconded by Trustee Hubbard, with Trustees Cunningham, Martin, and McNair participating via Zoom, all Trustees legally present and participating voted unanimously to approve item #2.

1. **SYSTEM** – Approved the request to reappoint Trustee Steven Cunningham as the trustee representative to the Mississippi Postsecondary Education Financial Assistance Board for the four-year term July 1, 2022 to June 30, 2026. Currently, Dr. Mark Keenum, President of Mississippi State University, serves as the institutional representative with the term July 1, 2021 – June 30, 2025. By virtue of the position the Director of Financial Aid, Jennifer Rogers, is the Director of the Postsecondary Board.
2. **SYSTEM** – Approved the following committee appointments by President Tom Duff. The President is an Ex-Officio member of all committees. All trustees serve on the standing committees.

**STANDING COMMITTEES**

- Academic Affairs Committee – Dr. Steven Cunningham, Chair
- Audit Committee – Teresa Hubbard, Chair
- Finance Committee – Hal Parker, Chair
MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
May 19, 2022

Health Affairs Committee – Dr. Walt Starr, Chair
Legal Committee – Gee Ogletree, Chair
Real Estate Committee – Chip Morgan, Chair

AD HOC COMMITTEES

Ayers Endowment Management
1. Bruce Martin, Chair
2. Tom Duff, Board President
3. Dr. Alfred Rankins, Commissioner
4. Dr. Felecia Nave, ASU President
5. Thomas Hudson, JSU Acting President
6. Dr. Jerryl Briggs, MVSU President
7. Jeanne Luckey, Trustee
8. Dr. Alfred McNair, Jr., Trustee

Diversity
1. Dr. Ormella Cummings, Chair
2. Dr. Steven Cunningham
3. Teresa Hubbard

INFORMATION AGENDAS
Presented by Commissioner Alfred Rankins, Jr.

ACADEMIC AFFAIRS
1. SYSTEM – Intent to Offer Existing Degree Programs by Distance Learning
   a. DSU – Bachelor of Business Administration (BBA) in General Business
      Total credit hours: 120
      CIP Code, Sequence: 52.0201, 5045
      Cost to offer by distance learning: $0
      Effective date: August 2022
   b. MSU – Master of Public Policy and Administration (MPPA)
      Total credit hours: 42
      CIP Code, Sequence: 44.0401, 4059
      Cost to offer by distance learning: $24,000
      Effective date: May 2022
   c. USM – Master of Science (MS) in Mathematics
      Total credit hours: 30
      CIP Code, Sequence: 27.0101, 4374
      Cost to offer by distance learning: Offset by online course fee of $20 per credit hour
      Effective date: August 2022
d. **USM** – Master of Science (MS) in Physics  
   Total credit hours: 30  
   CIP Code, Sequence: 40.0801, 4381  
   Cost to offer by distance learning: Offset by online course fee of $20 per credit hour  
   Effective date: August 2022

2. **SYSTEM** – Intent to Offer, Modify, or Delete Certificate Programs
   **Offer**
   a. **MSU** – Certificate program title: Data Science Pedagogy  
      Responsible academic unit: Division of Academic Affairs, Office of the Provost and Executive Vice President  
      Level: post-baccalaureate  
      Total credit hours: minimum 12 hours  
      CIP code: 30.7001  
      Effective date: August 2022
   b. **UM** – Certificate program title: Early Childhood Public Policy  
      Responsible academic unit: School of Education, Department of Teacher Education  
      Level: post-baccalaureate  
      Total credit hours: 12  
      CIP code: 13.1210  
      Effective date: August 2022
   **Delete**
   c. **USM** – Certificate program title: Secondary Education and Teaching (Teach Mississippi Institute)  
      Responsible academic unit: School of Education  
      Level: post-baccalaureate  
      Total credit hours: 12  
      CIP code: 13.1205, 8057  
      Effective date: May 2022

**REAL ESTATE**

3. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the April 21, 2022 Board meeting in accordance with Board Policy 904 Board Approval. *(See Exhibit 1.)*

**LEGAL**

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

5. **DSU** – Trustee Gee Ogletree, as Board Legal Committee Chair, on behalf of the Board, has approved DSU’s emergency request to hire attorney Jim Griszczyk of McDonald Hopkins, LLC as outside counsel to provide legal services related to a cyber incident. The term of the contract is April 27, 2022 through May 1, 2023, unless terminated sooner by
either party. Services are provided at an hourly rate of $365 for the lead attorney and $290 for associates with a maximum amount payable under the contract of $75,000. DSU is insured for cyber incident response and carries a deductible for legal services related to a covered incident of $5,000. Therefore, DSU will not be responsible for more than $5,000 of the $75,000 maximum amount payable under the agreement. McDonald Hopkins carries professional liability insurance coverage in the amount of $5,000,000 per claim with an annual aggregate of $5,000,000. This item has been approved by the Office of the Attorney General.

ADMINISTRATION/POLICY

6. 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 April 28, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between Mississippi State University (lessor) and Kendall Garraway – KD Fourteen Mile Farms (lessee) for the use of approximately 207 acres of farmland. The term of the lease would begin April 19, 2022 and ends December 31, 2023 with an option to extend the lease for one year or until December 31, 2024. The Lessee will pay $112.50 per acre due on November 1st of each 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.

b. MSU – On April 28, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between Mississippi State University (lessor) and The Bulldog Club, Inc. (lessee). MSU desires to lease to the Bulldog Club certain real property to allow the Bulldog Club to construct a new softball field house for the MSU Softball team. The term of the lease begins the day the Lessee gives the Lessor written notice of its intent to proceed with the project. The primary term of this lease is for a period of twenty-four (24) months or until completion of the Project, whichever occurs first. 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. JSU - In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On April 26, 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.

d. **UMMC** – On April 22, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between the University of Mississippi Medical Center and Mississippi Methodist Hospital and Rehabilitation Center for approximately 1,917 square feet of space in the Methodist Rehabilitation Center building located on UMMC’s main campus for use as office space for medical providers and staff. The term of the Agreement is twenty-four (24) months beginning May 1, 2022 and ending April 30, 2024. The cost is $3,195 per month for a total of $76,680 over the term of the Lease. 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 707.03 Approval of Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.

e. **UMMC** – On April 28, 2022, Commissioner Alfred Rankins, Jr., approved a Timeshare Lease Agreement between the University of Mississippi Medical Center (sublessee) and Copiah County Medical Center (sublessor) for the part-time use of clinic space. The term of the lease would begin May 1, 2022 and end April 30, 2027 including the initial one-year term and four additional one-year renewals. The sublessee will pay $235 due on the first of each month, totaling $14,675.30. 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 707.03 Approval of Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.

f. **USM** – On April 25, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between the University of Southern Mississippi and eMBe Formulations, LLC for approximately 313 square feet of lab and equipment space in USM’s Accelerator building. This is a revenue generating lease with an initial term of one year with up to four consecutive one-year renewal periods. The Lessee will pay annual rent in the amount of $8,870 for the initial term and for each renewal term for a total potential revenue of $44,350. 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. **USM** – On April 25, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between the University of Southern Mississippi and AJA Labs, Inc. for approximately 456 square feet of lab space in USM’s Accelerator building. This is a revenue generating lease with an initial term of one year with up to four consecutive one-year renewal periods. The Lessee will pay annual rent in the amount of $13,680 for the initial term and for each renewal term for a total potential revenue of $68,400. 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.

PERSONNEL

7. Sabbatical

Mississippi State University
FROM: H. Colleen Sinclair; Associate Professor of Psychology; salary $78,340.00 per annum, pro rata; E&G and Designated Funds; 9-month contract; no change in salary during sabbatical period; E&G and Designated Funds; effective January 1, 2022 to May 15, 2022; professional development
[Originally approved by IHL Board March 18, 2021]
CORRECTED: This item was rescinded.

HEALTH AFFAIRS
COMMITTEE REPORT
Wednesday, May 18, 2022

Committee members participated in the meeting in person or via Zoom. 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 the monthly financial summary/strategic goal dashboard, discussed the FY 2022-23 budget status, received an update on the nursing school project, and discussed alternatives for the dental school project. **No action was taken.**

2. Executive Session

On motion by Trustee Ogletree, with Trustees Cummings, Cunningham, Duff, Morgan, and Parker absent and not voting and with Trustee Martin participating via Zoom, all Committee members legally present and participating voted unanimously to close the meeting to determine whether to declare an Executive Session. On motion by Trustee Ogletree, seconded by Trustee Martin, with Trustees Cummings, Cunningham, Duff, Morgan, and Parker absent and not voting and with Trustee Martin participating via Zoom, all Committee members legally present and participating voted unanimously to enter Executive Session for the reasons reported to the public and stated in these minutes, as follows:

Discussion of 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 Rader, seconded by Trustee Duff, with Trustees Cummings, Cunningham, and Parker absent and not voting and with Trustee Martin participating via Zoom, all Committee members legally present and participating voted unanimously to return to open session.
3. On motion by Trustee Rader, seconded by Trustee Ogletree, with Trustees Cummings, Cunningham, and Parker absent and not voting and with Trustee Martin participating via Zoom, all Committee members legally present and participating voted unanimously to adjourn.

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

ANNOUNCEMENTS

- President Duff announced the next meeting of the IHL Board is scheduled for June 16, 2022.

EXECUTIVE SESSION

On motion by Trustee Parker, with Trustees Cunningham, Martin, and McNair 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 Ogletree, seconded by Trustee Starr, with Trustees Cunningham, Martin, and McNair participating via Zoom, all Trustees legally present and participating voted unanimously to enter Executive Session for the reason*

reported to the public and stated in these minutes, as follows:

Discussion of a litigation matter at the University of Mississippi Medical Center.
Discussion of a litigation matter at the University of Southern Mississippi.
Discussion of a personnel matter at Delta State University.
Discussion of a personnel matter at the University of Southern Mississippi.
Discussion of a personnel matter at the University of Mississippi.

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

On motion by Trustee Hubbard, seconded by Trustee Cummings, with Trustees Cunningham, Martin, and McNair participating via Zoom, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers’ Compensation Claim No. 55-4467-1 styled as Samuel Jones vs. the University of Mississippi Medical Center, et al., as recommended by counsel.

On motion by Trustee Ogletree, seconded by Trustee Cummings, with Trustees Cunningham, Martin, and McNair participating via Zoom, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers’ Compensation Claim No. 55-40912-1 styled as William Dempster vs. the University of Southern Mississippi, et al., as recommended by counsel.
The Board discussed a personnel matter at the University of Southern Mississippi. **No action was taken.**

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

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

**On motion by Trustee Cummings, seconded by Trustee Morgan, with Trustee Cunningham absent and not voting and with Trustees Martin and McNair 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 McNair, seconded by Trustee Morgan, with Trustee Cunningham absent and not voting and with Trustees Martin and McNair 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

<table>
<thead>
<tr>
<th>Exhibit 1</th>
<th>Real Estate items that were approved by the IHL Board staff subsequent to the April 19, 2022 Board meeting.</th>
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<tr>
<td>Exhibit 2</td>
<td>Report of the payment of legal fees to outside counsel.</td>
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EXHIBIT 1
May 19, 2022

SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE APRIL 21, 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.

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 101-324 – CAMPUS LIGHTING AND SECURITY IMPROVEMENTS
   Approval Request #1: Schematic Design Documents
   Board staff approved the Schematic Design Documents as submitted by Schultz & Wynne, P.A.
   Approval Status & Date: APPROVED, April 27, 2022
   Project Initiation Date: January 21, 2021
   Design Professional: Schultz & Wynne, P.A.
   General Contractor: TBD
   Total Project Budget: $2,260,000.00

JACKSON STATE UNIVERSITY

2. JSU- GS 103-315 – CAMPUS MECHANICAL IMPROVEMENTS 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 April 14, 2022 to approve the initiation and design professional for the Campus Mechanical Improvements Phase III project.
   Interim Approval Status & Date: APPROVED, April 14, 2022
   Project Initiation Date: April 14, 2022
   Design Professional: Engineering Resource Group
   General Contractor: TBD
   Total Project Budget: $5,000,000.00

3. JSU- GS 103-220 – C.F. MOORE DEMOLITION
   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

May 19, 2022

Estate and Facilities Committee on April 21, 2022 to approve the demolition and deletion of the C.F. Moore Building.

Interim Approval Status & Date: APPROVED, April 21, 2022

Project Initiation Date: April 21, 2022

Design Professional: Eley Guild Hardy Architects – Jackson, P.A.

General Contractor: TBD

Total Project Budget: $750,000.00

MISSISSIPPI STATE UNIVERSITY

4. MSU- IHL 405-001 – MUSIC BUILDING RE-BID

Approval Request #1: Change Order #6

Board staff approved Change Order #6 in the amount of $144,940.00 and one hundred sixty-seven (167) additional days to the contract of Mac’s Construction Company, Inc.

Approval Status & Date: APPROVED, April 8, 2022

Change Order Description: Change Order #6 includes the following items: added concrete paving and stairs/railing at South Hardy Road; provided additional site lighting along Hardy Road; added a sink to the millwork and plumbing/electrical provisions to a work room; and one hundred sixty-seven (167) days to the contract.

Change Order Justification: These changes were due to user/owner requested modifications and weather-related delays as indicated herein.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of $424,930.09.

Project Initiation Date: May 18, 2017

Design Professional: Allred Stolarski Architects, P.A.

General Contractor: Mac’s Construction Company, Inc.

Total Project Budget: $21,000,000.00

5. MSU- IHL 413-003 – DORMAN HALL RENOVATION

Approval Request #1: Schematic Design Documents

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

Approval Status & Date: APPROVED, May 2, 2022

Project Initiation Date: February 18, 2021

Design Professional: JH&H Architects

General Contractor: TBD

Total Project Budget: $31,000,000.00
EXHIBIT 1
May 19, 2022

MISSISSIPPI UNIVERSITY FOR WOMEN

6. MUW- IHL 204-134 – CAMPUS HVAC IMPROVEMENTS

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on April 9, 2022 to approve the initiation and design professional for the Campus HVAC Improvements.
Interim Approval Status & Date: APPROVED, April 9, 2022

Approval Request #2: Award of Construction Contract
Board staff approved the Award of Contract in the amount of $1,675,000.00 to the apparent low bidder, Brislin, Inc.
Approval Status & Date: APPROVED, April 20, 2022
Project Initiation Date: April 9, 2022
Design Professional: Dewberry/ Edmonds Engineers, Inc.
General Contractor: Brislin, Inc.
Total Project Budget: $1,872,000.00

UNIVERSITY OF MISSISSIPPI

7. UM- IHL 207-470 – OXFORD-UNIVERSITY STADIUM (SWAYZE FIELD) – ADA RAMP

Approval Request #1: Contract Documents
Board staff approved Contract Documents as submitted by A2H, PLLC.
Approval Status & Date: APPROVED, May 2, 2022

Approval Request #2: Advertise
Board staff approved request to advertise for receipt of bids.
Approval Status & Date: APPROVED, May 2, 2022
Project Initiation Date: December 7, 2021
Design Professional: A2H, PLLC
General Contractor: TBD
Total Project Budget: $1,000,000.00

8. UM- IHL 407-002 – DATA CENTER FACILITY RENOVATION

Approval Request #1: Schematic Design Documents
Board staff approved the Schematic Design Documents as submitted by Duvall Decker Architects, P.A.
Approval Status & Date: APPROVED, April 8, 2022
Project Initiation Date: June 20, 2019
Design Professional: Duvall Decker Architects, P.A.
General Contractor: TBD
Total Project Budget: $1,000,000.00
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

9. **UMMC- IHL 409-001 – RESEARCH AHU REPLACEMENT**
   Approval Request #1: Award of Construction Contract
   Board staff approved the Award of Contract in the amount of $1,356,000.00 to the apparent low bidder, Fountain Construction Company, Inc.
   Approval Status & Date: APPROVED, April 21, 2022
   Project Initiation Date: August 16, 2018
   Design Professional: Dean and Dean Architects
   General Contractor: Fountain Construction Company, Inc.
   Total Project Budget: $2,122,624.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

10. **USM- GS 108-300 – HICKMAN HALL RENOVATION**
    Approval Request #1: Schematic Design Documents
    Board staff approved the Schematic Design Documents as submitted by Burris/Wagnon Architects, P.A.
    Approval Status & Date: APPROVED, April 13, 2022
    Project Initiation Date: May 20, 2021
    Design Professional: Burris/Wagnon Architects, P.A.
    General Contractor: TBD
    Total Project Budget: $500,000.00

11. **USM- GS 114-023 – SCIENCE BUILDING INFILTRATION REPAIRS**
    Approval Request #1: Change Order #1
    Board staff approved Change Order #1 in the amount of $65,754.00 and twenty-one (21) additional days to the contract of Century Construction Group, LLC.
    Approval Status & Date: APPROVED, May 3, 2022
    Change Order Description: Change Order #1 includes the following items: added additional LVT, CPT, and rubber base; added two (2) dumpsters for kept material for seven (7) days; changed glazing tint color to match the campus standard of gray on clear glazing tint; and twenty-one (21) days to the contract.
    Change Order Justification: These changes were due to user/owner requested modifications and days for work as indicated herein.
    Project Change Orders and Amount: One (1) change order for a total amount of $65,754.00.
    Project Initiation Date: May 18, 2017
    Design Professional: Shafer Zahner/Zahner
    General Contractor: Century Construction Group, LLC
    Total Project Budget: $3,604,891.38
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 12/1/21, 1/1/22, 2/1/22, 3/1/22, 4/1/22, 4/1/22, 4/1/22 and 4/2/11) from the funds of Alcorn State University. (These statements, in the amounts of $2,250.00, $2,250.00, $55.47, $56.40, $2,250.00, $90.62, $39.09, $38.92 and $55.87, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE………………………………………….…….………………$ 7,086.37

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 10/1/21, 12/1/21, 12/1/21, 12/1/21, 1/1/22, 3/1/22 and 3/31/22) from the funds of Jackson State University. (These statements, in the amounts of $47.62, $2,250.00, $97.82, $1,500.00, $2,500.00, $56.15 and $533.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE………………………………………….…….………………$ 6,984.59

Payment of legal fees for professional services rendered by Brunini, PLLC (statement dated 4/19/22) from the funds of Mississippi State University. (This statement, in the amount of $750.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE………………………………………….…….………………$ 750.00

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 2/1/22, 4/1/22, 4/1/22 and 4/1/22) from the funds of Mississippi State University. (These statements, in the amounts of $221.04, $531.00, $2,500.00 and $2,500.00, respectively, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE………………………………………….…….………………$ 5,752.04

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 7/31/21, 7/31/21, 3/31/22, 3/31/22, 4/21/22, 4/21/22 and 4/21/22) from the funds of the University of Mississippi. (These statements, in the amounts of $1,032.50, $218.50, $7,094.02, $2,861.50, $585.75, $206.50 and $9,941.50, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE………………………………………….…….………………$ 21,940.27
Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 4/4/22) from the funds of the University of Mississippi. (This statement, in the amount of $1,950.00, represents services and expenses in connection with general legal advice.)

| TOTAL DUE | $1,950.00 |

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 2/1/22, 2/1/22, 2/1/22, 3/28/22, 4/1/22, 4/1/22, 4/1/22 and 4/1/22) from the funds of the University of Mississippi. (These statements, in the amounts of $144.28, $8,329.50, $2,500.00, $1,500.00, $45.59, $2,500.00, $4,250.00 and $5,044.44, respectively, represent services and expenses in connection with immigration/labor certifications.)

| TOTAL DUE | $24,313.81 |

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 12/23/21, 1/19/22, 2/15/22, 3/14/22, 3/23/22, 3/23/22, 3/23/22, 4/1/22 and 4/14/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $118,777.21, $52,328.70, $29,565.00, $43,228.32, $20,271.40, $1,309.00, $862.00, $6,747.60 and $265.00, respectively, represent services and expenses in connection with legal advice.)

| TOTAL DUE | $273,354.23 |

Payment of legal fees for professional services rendered by Gore, Kilpatrick & Dambrino, PLLC (statements dated 3/28/22 and 3/28/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $148.50 and $33.00, represent services and expenses in connection with legal advice.)

| TOTAL DUE | $181.50 |

Payment of legal fees for professional services rendered by Hagwood & Tipton, P.C. (statements dated 3/16/22, 3/16/22, 3/16/22, 3/16/22, 3/16/22 and 3/16/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $992.70, $2,332.90, $2,990.33, $198.00, $2,852.80 and $1,568.00, represent services and expenses in connection with legal advice.)

| TOTAL DUE | $10,934.73 |

Payment of legal fees for professional services rendered by Steen, Dalehite & Pace (statements dated 3/23/22, 3/23/22, 3/23/22, 3/30/22 and 3/30/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $5,946.00, $9,333.00, $2,943.00, $5,280.00 and $215.46, respectively, represent services and expenses in connection with legal advice.)

| TOTAL DUE | $23,717.46 |
EXHIBIT 2
May 19, 2022

Payment of legal fees for professional services rendered by Taylor, Wellons, Politz, Duhe, APLC (statements dated 3/21, 22, 3/21, 22, 3/21, 22, 3/21, 22, 3/21, 22, 3/21, 22, 3/25/22, 3/25/22, 3/25/22 and 3/25/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $412.50, $135.00, $669.00, $189.00, $175.50, $1,228.50, $3,114.08, $81.00, $94.50, $3,892.72 and $94.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE..............................................................$ 10,086.30

Payment of legal fees for professional services rendered by Watkins & Eager, PLLC (statements dated 3/15/22, 3/16/22, 3/18/22, 3/18/22 and 4/8/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $5,221.00, $1,533.29, $1,270.50, $544.50 and $2,808.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE..............................................................$ 11,377.29

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castigliola & Banahan (statement dated 4/6/22) from the funds of the University of Southern Mississippi. (This statement, in the amount of $526.50, represents services and expenses in connection with legal advice.)

TOTAL DUE..............................................................$ 526.50

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 4/14/22) from the funds of the University of Southern Mississippi. (This statement, in the amount of $20,793.79, represents services and expenses in connection with legal advice.)

TOTAL DUE..............................................................$ 20,793.79

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 3/1/22, 4/1/22, 4/1/22, 4/1/22 and 4/1/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $2,250.00, $86.95, $2.60, $31.59, $29.65 and $16.27, respectively, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE..............................................................$ 2,417.06

Payment of legal fees for professional services rendered by Nelson Law, PLLC (statement dated 5/2/22) from the funds of the University of Southern Mississippi. (This statement, in the amount of $3,500.00, represents services and expenses in connection with legal advice.)

TOTAL DUE..............................................................$ 3,500.00
Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 3/23/22, 3/23/22, 3/23/22 and 3/23/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Thearapeutics for Breathing Disorders” - $631.00; “Systems and Methods for Pest Reduction” - $47.50; “Imaging Probe Adapter CIP Utility Patent Application” - $1,111.00; and “IP and Regulatory Matters” - $1,150.50.)

TOTAL DUE.............................................................................$ 2,940.00

Payment of legal fees for professional services rendered by Bradley Arant Boult Cummings, LLP (statement dated 4/11/22) from the funds of Mississippi State University. (This statement represents services and expenses in connection with the following patent: “Wound and Infection Care Bath System” - $6,289.50.)

TOTAL DUE.............................................................................$ 6,289.50

Payment of legal fees for professional services rendered by Conley Rose (statements dated 4/6/22, 4/6/22 and 4/6/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “System to Control an Actuator” - $2,218.50; “Smart Outlet” - $870.00; and “Wearable Flexible Sensor Motion Capture System” - $1,885.00.)

TOTAL DUE.............................................................................$ 4,973.50

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dates 4/5/22 and 4/5/22) 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” - $175.00; and “Vaccine Composition Comprising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” - $4,157.50.)

TOTAL DUE.............................................................................$ 4,332.50

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 4/21/22, 4/21/22, 4/21/22 and 4/21/22) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following intellectual property matters: “Infrared Detection with Intrinsically Conductive” - $88.50; “Transition of Patent Files” - $236.00; “Oral Suction Device” - $952.00; and “Lidar for Underwater” - $324.50).

TOTAL DUE.............................................................................$ 1,601.00
1. **SYSTEM – MODIFICATIONS TO EXISTING ACADEMIC DEGREE PROGRAMS**

In accordance with Board policies 503 and 504, Mississippi University for Women and the University of Southern Mississippi submit requests to modify existing academic degree programs.

**RENAMING**

A. **MUW – Current Program Title:** Bachelor of Arts (BA) in Women’s Studies  
   **Proposed Program Title:** Bachelor of Arts (BA) in Women’s, Gender, and Sexuality Studies  
   **Academic Unit:** College of Arts & Sciences, Department of Languages, Literature, & Philosophy  
   **CIP Code, Sequence:** 05.0207, 5834  
   **Total credit hours:** 124  
   **Effective date:** August 2022  

   **Rationale:** The Women’s Studies major is grounded in MUW’s history as America’s first public college for women and its ongoing commitment to academic and leadership development for women. Using an interdisciplinary approach, students in the major critically examine the social construction of gender and the gendered status of women in diverse cultural contexts and time periods. The change in program name continues to emphasize MUW’s long history of education for women, while acknowledging how our course options have become more diverse to include gender and sexuality studies. This name change reflects the addition of elective courses that address gender and sexuality studies and the evolution of the field nationwide.

B. **USM – Current Program Title:** Bachelor of Arts (BA) in Public Relations and Advertising  
   **Proposed Program Title:** Bachelor of Arts (BA) in Strategic Communication  
   **Academic Unit:** School of Communication  
   **Current CIP Code, Sequence:** 09.0900, 5544  
   **Proposed CIP Code, Sequence:** 09.0909, 5544  
   **Total credit hours:** 120  
   **Effective date:** August 2022  

   **Rationale:** USM has had a public relations and advertising program for more than 60 years. The modification fits into the university's mission of providing comprehensive, career-oriented curriculum. The program has suffered declining enrollment while the industry has expanded. The program modification is designed to align the curriculum more closely to industry while giving far more opportunity to specialize in the upper-level courses.

C. **USM – Current Program Title:** Bachelor of Arts (BA) in Journalism  
   **Proposed Program Title:** Bachelor of Arts (BA) in Digital Journalism  
   **Academic Unit:** School of Communication  
   **CIP Code, Sequence:** 09.0401, 5546  
   **Total credit hours:** 120  
   **Effective date:** August 2022
Rationale: The modification fits into the university's mission of providing comprehensive, career-oriented curriculum. The journalism program enrollment has been tracking industry declines in traditional news jobs, most of which were in newspapers. The industry has and is shifting to digital, multimedia platforms that encompass a wide range of outlets and different types of jobs. The Digital Journalism degree is designed to reflect those changes, and the name change is designed to indicate the shift in focus.

DELETING
D. **USM – Program Title:** Master of Science (MS) in Communication  
   **Academic Unit:** School of Communication  
   **CIP Code, Sequence:** 09.0101, 4325  
   **Total credit hours:** 30  
   **Effective date:** August 2022

   Rationale: No students are currently enrolled in the program. The School of Communication is collapsing its various graduate degrees in order to streamline the program. The Master of Arts (MA) in Communication remains active.

2. **SYSTEM – MODIFICATIONS TO EXISTING ACADEMIC UNITS**

   In accordance with Board policies 503 and 504, Alcorn State University, the **University of Southern Mississippi**, and the **University of Mississippi Medical Center** submit requests to modify existing academic units.

   **RENAMING**
   A. **ASU - Current Title:** Honors Curriculum Program  
      **Proposed Title:** **Myrlie-Evers Williams Honors Program**  
      **Unit Location:** The Honors Building  
      **Effective date:** April 2022  
      **Five-year cost of implementation:** $0

   Rationale: The Honors Curriculum Program at Alcorn State University has a celebrated history of excellence, bringing together students and teachers with exceptional intellectual commitment and ability in an atmosphere that stimulates scholarship, leadership, and creativity. ASU seeks to rename the Honors Curriculum Program to the Myrlie Evers-Williams Honors Program as part of its effort to attract high academic performing scholars and to lend credence to its overall mission to prepare graduates to be well-rounded future leaders of high character.

   Renaming the program after Myrlie Evers-Williams accents a fusion of Alcorn's agriculture legacy and Evers-Williams' legacy of civil rights advocacy. Though Mrs. Evers-Williams is not an Alcorn alumna, the Vicksburg native did attend Alcorn where she met and fell in love with Medgar Evers, the towering NAACP field secretary whose voting rights advocacy is globally renowned. According to naacp.org, "Mrs. Evers-Williams was an honor student at Alcorn A & M College[.]" It further notes, "A leading civil rights activist, Myrlie Evers-Williams held prominent roles in the public and private sector including chair of NAACP's board of directors.
from 1995 to 1998. A phenomenal woman of great strength and courage, her dedication to civil rights and equality is exemplified by her activism and ability to link together business, government, and social issues to further human rights and equality." After a long career in public service, she was appointed scholar-in-residence.

B. USM - Current Title: School of Communication  
Proposed Title: School of Media and Communication  
Unit Location: College of Arts and Sciences  
Effective date: August 2022  
Five-year cost of implementation: $3,750

Rationale: Adding the word "media" better represents what the school actually does. About 70 percent of the curriculum and programming, both grad and undergrad, are more accurately described as "media," rather than the more generic "communication." Adding the word media works well with the school’s strategic plan of crafting programming and curriculum that tie students more closely to industry.

RENAME AND REORGANIZE  
C. UMMC - Current Title: Department of Neurobiology and Anatomical Sciences  
Proposed Title: Department of Advanced Biomedical Education  
Unit Location: School of Medicine  
Effective date: July 2022

Five-year cost of implementation: $300,000 for salary alignment and faculty development  
Total number of faculty/faculty displaced: Ten faculty will remain in the reorganized unit; Nine faculty will be placed in different departments.  
Total number of staff/staff displaced: Three staff will remain in the reorganized unit; Nine staff/research assistants will move to different departments following faculty member’s department reassignment

Rationale: The faculty in the current Department of Neurobiology and Anatomical Sciences have evolved into two primary focus groups: research and education. Those faculty members engaged in research will have a primary appointment in the departments for which they are already working collaboratively. Shifting the focus of the current department primarily to education allows the School of Medicine to accomplish several objectives:

- Provide a primary academic home for the faculty who represent various disciplines, but whose primary role is teaching;
- Strengthen the integration, horizontally and vertically, of content and delivery of the educational program;
- Promote scholarly work and improve the quality of research in areas with an educational focus;
- Promote and support interprofessional education;
- Support faculty development for master educators;
- Provide appropriate administrative support for the delivery of the educational program; and
- Manage all auxiliary services that are integral to the educational programs.
The mission of the Department of Advanced Biomedical Education in the School of Medicine is to ensure the continued advancement of health professions education with the goal of improving the care of patients. To achieve this mission the department will be composed of basic science, clinical, and educational faculty and staff who are dedicated to pedagogic innovation and the systematic delivery of the undergraduate medical education program.

D. UMMC - Current Title: Department of Microbiology and Immunology and Department of Cell and Molecular Biology  
Proposed Title: Department of Cell and Molecular Biology  
Unit Location: School of Medicine  
Effective date: July 2022  

Five-year cost of implementation: $100,000 for salary alignment  
Total number of faculty/faculty displaced: Faculty from the existing two departments have been combined – 12 faculty from Microbiology and Immunology and 16 faculty from Cell and Molecular Biology  
Total number of staff/staff displaced: Staff from the existing two departments have been combined – 11 staff from Microbiology and Immunology and 16 staff from Cell and Molecular Biology  

Rationale: The combining of these two departments allows the School of Medicine to achieve administrative economies of scale and more efficient use of research and education resources.

E. UMMC - Current Title: Department of Clinical and Diagnostic Sciences  
Proposed Title: Department of Radiologic Sciences and Department of Medical Laboratory Sciences  
Unit Location: School of Health Related Professions  
Effective date: July 2022  

Five-year cost of implementation: $500  
Total number of faculty/faculty displaced: None  
Total number of staff/staff displaced: None  

Degree programs to be offered within each reorganized unit:  
Department of Radiologic Sciences:  
- Bachelor of Science (BS) in Radiologic Sciences  
- Master of Science (MS) in Magnetic Resonance Imaging  
- Master of Science (MS) in Nuclear Medicine  
Department of Medical Laboratory Sciences:  
- Bachelor of Science (BS) in Medical Laboratory Sciences  
- Bachelor of Science (BS) in Histotechnology  

Rationale: The UMMC School of Health Related Professions requests the reorganization of the Clinical Diagnostic Sciences department into two separate departments. The reorganization into
two departments will allow for the expansion of educational opportunities and provide leadership and operational support for these educational and clinical programs.

3. **SYSTEM – APPROVAL OF DEGREES TO BE CONFERRED IN SUMMER 2022**

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

In accordance with Board policy, the institutions below request permission to award degrees at the following levels in Summer 2022, provided each candidate has met all requirements for the degree.

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<th>Degree to be Conferred</th>
<th>Number</th>
<th>Subtotal</th>
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**Mississippi University for Women**

**Undergraduate**

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**Graduate**

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<td><strong>Total Degrees</strong></td>
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**STAFF RECOMMENDATION:** Board staff recommends approval of these items.
1. **JSU – REQUEST FOR APPROVAL TO ENTER INTO A CONSULTANT AGREEMENT WITH PATH COMPANY LLC**

**Agenda Item Request:** Jackson State University requests approval to enter into an Agreement with **PATH Company LLC (PATH)** to develop an Energy Efficiency Performance Plan for JSU.

**Contractor’s Legal Name:** PATH Company LLC

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

**Specific Type of Contract:** Consultant Agreement

**Purpose:** PATH Company LLC will develop an energy efficiency performance plan for JSU.

**Scope of Work:** PATH’s scope of work listed below will consist of cost and savings calculation in the form of a Project Development (PD) tool for each measure identified as viable during the PDA audit process and a life cycle business case analysis of the proposed measures:

1. **Site Assessment**
   a. Conduct a walk-thru of the facility and interview owner/operator, providing a summary of any problems or needs identified.
   b. Measure key operating parameters and compare to design levels, as necessary.
   c. Review mechanical and electrical system design, age and installed condition, maintenance practices, and operating methods.
   d. Provide a building description, including space function analysis and inventories of major energy-using equipment.

2. **Energy and Financial Analysis**
   a. Estimate the approximate breakdown of energy use for significant end-use categories.
   b. Describe each proposed measure, including existing conditions, impacts to occupants and maintenance, expected measure life, any needed repairs or training, as well as the savings calculation methodology.
   c. Estimate the energy, maintenance, and cost savings associated with each of the proposed measures and compare to first costs estimates to generate a financial performance indicator.
   d. Estimate the combined costs, savings, and financial performance indicator from implementing recommended bundle(s) of measures.
The result of the audit will include the following:

1. Detailed Historical Utility Bill Analysis
2. Interactive Project Development (PD) Tool
3. EnergyStar Benchmark Report for each major building
4. List of all Energy Conservation Measures (ECMs) identified during the audit
   a. Capital Construction Cost for each ECM
   b. Utility Savings projections for each ECM
   c. Maintenance savings projections for each ECM
   d. Associated 15-20 year customer cash flow for all selected ECMs

Term of Contract: This agreement commences on the date of execution and ends Two Hundred and Seventy days (270) days after its start date, which shall be no later than June 30, 2023.

Termination Options: A party has the right to terminate this Agreement, for convenience with 30 days written notice, breach of contract with 30 days written notice, force majeure and appropriation of funds.

Contract Amount: JSU agrees to pay PATH the sum of Four Hundred Ninety-Seven Thousand Four Hundred Twenty-Six dollars ($497,426).

Funding Source of Contract: Higher Education Emergency Relief Funds (HEERF) and University Funds from Reduced Energy Expenditures

Contractor Selection Process: The vendor was selected via the University’s standard Invitation for Bid (IFB) process. The Energy Service Providers IFB #22-15 was advertised in the Clarion-Ledger December 7, 2021 and December 14, 2021 and opened January 4, 2022. The RFP review committee reviewed and scored the two proposals received following the process documented in the IFB. Based on the committee’s evaluation and scoring of the vendors, the lowest cost and overall best proposal was from PATH Company, LLC.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

2. MSU – REQUEST FOR APPROVAL TO ENTER INTO A LICENSE AGREEMENT WITH ADOBE

Agenda Item Request: Mississippi State University is requesting approval to enter into a new contract with Adobe for an Adobe Enterprise Term License Agreement (ETLA) by utilizing the MDITS purchasing contract with the National Association of State
Procurement Officials (NASPO) for the purchase of software for the State of Mississippi.

Contractor’s Legal Name: Adobe

History of Contract: Although many units on campus purchase Adobe’s Creative Cloud and Acrobat, Mississippi State University has not had a campus wide agreement with Adobe.

Specific Type of Contract: This is a new contract which is being entered into pursuant to MDITS’ purchasing contract with the National Association of State Procurement Officials (NASPO) for the purchase of software for the State of Mississippi. Pursuant to that Statewide Contract, MSU must utilize the NASPO contract for this purchase. The NASPO contract allows MSU to purchase the Adobe ETLA through one of three vendors. CDW-G is the selected vendor. By purchasing through the selected vendor, the terms and conditions for payment are subject to NASPO’s Master Price Agreement with CDW-G. MSU’s contract with Adobe will only cover the terms of service. Pursuant to the terms of service with Adobe, the purchase will include the Adobe Creative Cloud suite of applications for 50% of our student population (10,730) and all faculty and staff (4,701). The ETLA includes Adobe Sign, Adobes e-signature solution for all MSU faculty and staff (4,701).

Purpose: MSU seeks to purchase an Adobe Enterprise Term License Agreement (ETLA) which consists of the Creative Cloud suite of applications for all active employees (4,701) and half the currently enrolled student population (10,730). With MSU partnering with Adobe to become an Adobe Creative Campus, MSU students will be empowered with the skills needed for success both in the classroom and in their careers. These skills, known as “Digital Literacy” and defined by the American Library Association’s Digital Literacy Task Force as “the ability to use information and communication technologies to find, evaluate, create, and communicate information, requiring both cognitive and technical skills” are critical for students to excel in the workplace. Additionally, Adobe Creative Cloud will enable faculty to better present ideas to students and will enhance collaboration between researchers. The Adobe suite of products will also allow the MSU staff to better execute the business of the University.

Additionally, MSU seeks to purchase Adobe Sign for employees as the e-signature solution for the entire university. Adobe Sign is a cloud-based, enterprise-class e-signature service that allows the user to replace paper and ink signature processes with fully automated electronic signature workflows. Sign can send, track, and manage signature processes and allows the user to electronically sign digital documents using a browser or mobile device. Documents can be sent from applications such as Adobe Acrobat, Microsoft Word, and many others. Sign also allows the requestor to track the signature status of multiple documents. With Adobe Sign, MSU can transform paper-based processes into 100% digital experiences that are secure and compliant.
Scope of Work: Provide Adobe Creative Cloud licensing for half the student population and all employees. Also, provide Adobe Sign licenses for all employees.

Term of Contract: Three-year contract running from May 1, 2022, through April 30, 2025.

Contract Amount: The contract amount is $1,477,639.29

Funding Source for Contract: General Funds.

Termination Options: Either party may terminate this Agreement if the other party commits a material breach, the non-breaching party gives notice of the breach in writing, and the breach is not cured within 3 days.

Contractor Selection Process: MSU is utilizing the MDITS NASPO Software Value Added Reseller (SVAR) Cooperative Agreement to procure this Adobe ETLA. This requires getting quotes from all three NASPO fulfillment vendors. All three fulfillment vendors quoted the same ETLA price. MSU has selected CDW-G as the awarded vendor.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

3. MSU – REQUEST FOR APPROVAL TO ENTER INTO A SOFTWARE LICENSES AND SERVICES AGREEMENT WITH MYTHICS INC.

Agenda Item Request: Mississippi State University is requesting approval to enter into a new contract with Mythics Inc. for Oracle Software Licenses and Services

Contractor’s Legal Name: Mythics Inc.

History of Contract: MSU’s Oracle contract with Mythics will expire June 30, 2022. MSU issued an open competitive bid in April 2022 and Mythics Inc. was awarded the bid.

Specific Type of Contract: This is a new contract with Mythics Inc. for Oracle software licenses and services.

Purpose: Mississippi State University (MSU) currently contracts with Mythics to provide Oracle Corporation’s (Oracle) Software License and Services Agreement (SLSA). Oracle is used by MSU for mission critical services provided by its enterprise information systems such as the enterprise resource planning system (Banner), the myState portal (Luminis), the electronic forms platform (Kuali), the Pinnacle billing system, the KSI
research compliance system, and the facilities maintenance management application (AiM Asset Works). MSU also supports the Institutions of Higher Learning’s (IHL) Banner database and application software under this SLSA. Oracle is utilized at the Starkville, Meridian, and Distance campuses as well as by MSU Extension services at their branch research centers and county offices.

**Scope of Work:** Continue to provide Oracle software licenses and services in order to run Ellucian Banner for MSU and IHL institutions. In addition, Oracle licenses are required for other MSU critical enterprise systems.

**Term of Contract:** Three-year contract running from July 1, 2022, through June 30, 2025.

**Contract Amount:** The contract amount is $1,798,015.23.

**Funding Source for Contract:** General Funds

**Termination Options:** 30 day notice

**Contractor Selection Process:** MSU submitted Bid 22-68 in April 2022 and Mythics Inc. was the only vendor to respond. Mythics Inc. was awarded the bid. MSU was approved for the Oracle SLSA at the March 2022 MDITS Board Meeting.

**STAFF RECOMMENDATION:** Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

4. **MSU – REQUEST FOR APPROVAL TO ENTER INTO A PROCTORING SERVICES AGREEMENT WITH HONORLOCK, INC.**

**Agenda Item Request:** Mississippi State University is requesting approval to enter into a new contract with Honorlock, Inc. to provide online proctoring services.

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

**History of Contract:** MSU’s current contract with Honorlock expires June 30, 2022. We issued a new Request for Proposals (RFP) on January 20, 2022, and selected Honorlock as the vendor to continue providing these services.

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

**Purpose:** To provide an online proctoring solution for use during exams to ensure that student identity is verified, that students have complied with testing requirements and to monitor and report testing irregularities.
Scope of Work: Continue to provide proctoring of online exams.

Term of Contract: One year contract with the option to renew for additional one-year terms up to 3 years.

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

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

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

Contract Amount: The actual contract amount is $974,700.00, or $324,900.00 per year.

Funding Source for Contract: MSU general funds

Contractor Selection Process: MSU issued RFP 21-14 on January 20, 2022, and received eight proposals. The committee reviewed all the proposals and found that only two met the scope of the RFP. Out of the two remaining vendors, Honorlock received the highest technical score and was the lower cost.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

5. **MSU – REQUEST FOR APPROVAL TO ENTER INTO A CONSULTING SERVICES AGREEMENT WITH PROPHET BRAND STRATEGY, INC.**

Agenda Item Request: Mississippi State University requests approval to enter into a contract for services with Prophet Brand Strategy, Inc. (“Prophet”) to assist MSU in managing its transformation and brand activation initiative.

Contractor’s Legal Name: Prophet Brand Strategy, Inc.

History of Contract: This is a new contract.

Specific Type of Contract: Contract for consulting services.

Purpose: Prophet will provide guidance in development and execution of a transformation plan, campus master plan, strategic enrollment plan, and brand strategy in
order to best communicate the university’s many success stories and positive impact on the many diverse stakeholders and communities it serves.

**Scope of Work:** Prophet will set a foundation and create momentum for MSU’s transformation efforts by aligning the organization with a powerful vision, setting priorities, and establishing metrics and monitoring systems to track progress. Prophet will work with all MSU communicators to drive greater quality, consistency, and brand communications with a defined system and unified voice. Prophet will ensure that all internal and external stakeholders understand and are inspired by the transformation plan and brand and how it applies to them.

**Term of Contract:** the date of execution through December 1, 2022.

**Contract Amount:** $1,500,000

**Funding Source for Contract:** General Funds

**Termination Options:**

MSU may terminate this agreement in whole or in part for the convenience of MSU upon 10 days’ written notice to Prophet.

Either party may terminate the contract immediately if the other party fails to perform its obligations under the contract.

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

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

**Contractor Selection Process:** The Mississippi State University Foundation, Inc. has contracted with Prophet in the past and was pleased with the quality of its services. MSU selected Prophet as a result of Prophet’s familiarity with MSU’s brand and Prophet’s reputation as an industry leader in assisting organizations with brand transformation initiatives.

**STAFF RECOMMENDATION:** Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.
6. **MSU – REQUEST FOR APPROVAL TO AMEND A SUBLEASE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE**

**Agenda Item Request:** Mississippi State University requests approval to enter into an amendment to its Sublease Agreement with the United States Department of Agriculture/Agricultural Research Service (USDA) for office and laboratory space at the Delta Water Center in Stoneville, MS.

**Contractor’s Legal Name:** United States of America

**History of Contract:** In August 2020, the IHL Board authorized MSU to entered into a six year sublease agreement with USDA for office and laboratory space at the DREC West Farm location. Under the Sublease, USDA agreed to reimburse MSU for up to $700,000 of improvement to the facilities. MSU and USDA now seek to amend the Sublease to increase the reimbursement amount USDA will pay for improvements to the facilities to account for a significant increase in costs and expansion of the originally planned improvements.

**Specific Type of Contract:** Amendment to Sublease Agreement.

**Purpose:** Due to significant changes in the cost of construction and expansion of the scope of improvements desired by USDA, the Amendment is necessary to authorize USDA to reimburse MSU for up to an additional $600,000.00 of improvements to the facilities.

**Scope of Work:** The Sublease provides office and laboratory space for USDA to conduct water research in conjunction with MSU.

**Term of Contract:** September 1, 2020 through August 31, 2026

**Contract Amount:** MSU will continue to receive a rental payment of $136,000 annually under the Sublease. The Amendment will increase the amount MSU will be entitled to reimbursement for improvements desired by USDA.

**Funding Source for Contract:** n/a

**Termination Options:** USDA may terminate the Sublease at any time by giving 60 days’ notice in writing to the MSU.

**Contractor Selection Process:** n/a

**STAFF RECOMMENDATION:** Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.
7. **MUW-REQUEST FOR APPROVAL TO AMEND A BOOKSTORE MANAGEMENT SERVICES AGREEMENT WITH BARNES & NOBLE COLLEGE BOOKSELLERS, LLC**

**Agenda Item Request:** Mississippi University for Women (MUW) requests approval to amend the agreement with Barnes & Noble to allow the offering of the First Day Complete (FDC) program.

**Contractor’s Legal Name:** Barnes & Noble College Booksellers, LLC.

**History of the Contract:** MUW has contracted with Barnes & Noble since March of 2013. The contract was renewed for the term April 1, 2018 through March 31, 2023.

**Specific Type of Contract:** Bookstore management services outsourcing agreement, revenue generating.

**Purpose:** To amend agreement to allow MUW students access to the FDC program, which provides course materials on the first day of class. This should increase student success and reduce costs to the student.

**Scope of Work:** Barnes and Noble will provide required textbooks and access to course materials on the first day of class at $20 per credit hour to students participating in the FDC program.

**Term of Contract:** Effective date of the amendment is July 1, 2022. The original contract ends March 31, 2023. The amendment extends contract to March 31, 2024, with renewal year to year thereafter.

**Contract Amount:** Revenue contract – The FDC program is expected to generate additional annual commissions of $22,308.00.

**Funding Source for Contract:** Revenue contract with commissions based on sales.

**Termination Options:** Either party may terminate this agreement at any time by giving 120 days written notice to the other party.

**Contract Selection Process:** Barnes and Noble was selected in 2013 through the RFP process. A committee representative of the campus made the selection.

**STAFF RECOMMENDATION:** Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.
8. **UM-REQUEST FOR APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH CARNEGIE DARTLET LLC**

**Agenda Item Request:** The University of Mississippi Office of University Marketing & Communications and Division of Enrollment Management requests approval to amend a contract with **Carnegie Dartlet LLC** for Statement of Work #10.

**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 and Statement of Work #9 were approved by the IHL Board in February 2022.

**Specific Type of Contract:** This is an amendment to the Master Service Agreement to add a new Statement of Work #10.

**Purpose:** This contract amendment includes Statement of Work #10 (SOW10) which will provide digital marketing services to support the university’s enrollment and brand strategies.

**Scope of Work:** SOW10 details a ten-month proposed media plan for digital marketing and consulting services as well as additional services related to search engine optimization and a digital brand perception study to assess the impact of brand investments made since 2019.

**Term of Contract:** The current MSA is scheduled to expire on March 22, 2025. SOW10 has a twelve-month term beginning July 2022 and ending June 2023.

**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 SOW10 is $499,728. This addition would increase the total amount of the existing Agreement to a sum not to exceed $2,075,481.76.

Funding Source for Contract: The source of funding for SOW10 will be split between University Marketing & Communications funds earmarked for the purpose of brand marketing as well as the Division of Enrollment Management funds earmarked for the purpose of enrollment marketing.

Contractor Selection Process: 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. SOW10 outlines services and pricing that are very consistent with a successful digital marketing campaign delivered by the vendor under SOW6. More specifically, the university has worked with the vendor on brand perception and digital marketing work since 2019, and the digital brand perception study will assess the impact of the investments made since then.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

9. UM-REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH STM CHARTERS, INC.

Agenda Item Request: The University of Mississippi Athletics Department requests approval to enter into a contract with STM Charters, Inc. for passenger charter air transportation and related services.

Contractor’s Legal Name: STM Charters, Inc.

History of Contract: This contract is a new contract for the 2022 football season.

Specific Type of Contract: The agreement is for passenger air transportation and related services for the 2022 football season.

Purpose: The purpose is to provide passenger charter air transportation and related services for the 2022 football season.

Scope of Work: STM Charters, Inc. will provide passenger charter air transportation and related services for the 2022 football season.

Term of Contract: The contract will begin on September 16, 2022 and end on November 19, 2022.
Termination Options: Either party may terminate this Agreement upon written notice if the other party fails to perform any of its obligations and such failure continues unremedied for a period of ten (10) business days following the receipt by the non-performing party of the written notice of such non-performance. Either party may terminate the Agreement, upon ten (10) days written notice, without further liability to any other party in the event Force Majeure causes the continued performance of this Agreement to be impossible or impracticable. The Agreement may also be terminated in the event Customer fails to make any payment required pursuant to the terms of the Payment Schedule and with thirty days’ notice if funds are not appropriated.

Contract Amount: The contract amount is $421,120 billed in two installments.

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

Contractor Selection Process: The contractor was selected through invited proposals. Four airline companies offered proposals through STM Charters, Inc. and Air Planning, LLC: Jet Blue, Allegiant Air, American Airlines, and Sun Country. STM Charters, Inc. was selected with air charter services provided by Sun Country based on proposal price, charter plane availability and ability to accommodate the number of passengers for each trip. Sun Country provided the lowest proposed price we received that also accommodated our travel party size. Their proposal included the lowest cost per seat as well.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

10. UM-REQUEST FOR APPROVAL TO AMEND A CONTRACTUAL SERVICES AGREEMENT WITH TOTAL PRODUCTION SERVICES, LLC

Agenda Item Request: The University of Mississippi Athletics Department requests approval to amend a contract with Total Production Services, LLC (TPS).

Contractor’s Legal Name: Total Production Services, LLC

History of Contract: The original contract was approved by the IHL Board in August 2014. An amended agreement was approved by the IHL Board in September 2016.

Specific Type of Contract: This contract will be a service contract.

Purpose: The purpose of the contract is to provide the production of broadcasts of Ole Miss sporting events as requested by the University, on either a linear network, digital platform or both was well as engineering services.
**Scope of Work:** The scope of work includes the following:

1. Production/Engineering of Linear and Digital Broadcasts: Production/engineering of linear and digital broadcasts of Ole Miss Athletics sporting events.

2. Broadcast Engineering Services: Production/engineering services in connection with broadcasts.

**Term of Contract:** This Agreement shall become effective on July 1, 2022, and terminate on June 30, 2027. The Agreement may be renewed for five (5) additional years commencing on July 1, 2027, and terminating June 30, 2032, unless either party gives notice of its intent to terminate the Agreement by providing such notice one hundred twenty (120) days prior to June 30, 2027.

**Termination Options:** If either party is in default in performance under this Agreement, the non-defaulting party will give notice to the party in default and the party in default will have ten (10) days within which to cure the breach. If the breach is cured within that time, the Agreement will remain in full force and effect. If the breach is not cured, then the Agreement will be terminated.

**Contract Amount:** The contract amount will be approximately $750,000 per year. (The exact amount will be determined based on actual future team schedules.)

**Funding Source for Contract:** This contract will be funded by the University of Mississippi Athletics Department’s operating funds.

**Contractor Selection Process:** This contract is an amendment of the amended contract and includes the option to renew the contract for an additional term of five (5) years.

**STAFF RECOMMENDATION:** Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

11. **UMMC – REQUEST FOR APPROVAL TO AMEND A LOCUMS TENENS COVERAGE AGREEMENT WITH CHG COMPANIES, INC. AND CHG MEDICAL STAFFING, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to amend its Agreement for Physician Locums Tenens Coverage with CHG Companies, Inc. d/b/a CompHealth (CompHealth). The Amendment is to add CHG Medical Staffing, Inc., d/b/a CompHealth Medical Staffing (CompHealth Medical Staffing) as a party to the agreement and to add advanced practice healthcare professional coverage (APP). The amended agreement is to provide temporary physician and APP coverage on UMMC’s main campus in Jackson, as needed.
Contractor’s Legal Name: CHG Companies, Inc. and CHG Medical Staffing, Inc.

History of Contract: On November 18, 2021, the Board approved a (3) year agreement with CompHealth to provide temporary physician coverage to UMMC’s main campus in Jackson on an as-needed basis. The agreement will expire on November 30, 2024.

Specific Type of Contract: This is the first amendment to the Agreement for Physician Locums Tenens Coverage.

Purpose: The purpose of the first amendment is to add CompHealth Medical Staffing as a party to the agreement and to add APP coverage. The purpose of the amended agreement is to provide temporary physician and APP coverage on UMMC’s main campus in Jackson, as needed.

Scope of Work: Under the amended agreement, CompHealth and CompHealth Medical Staffing will:

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

Under the amended agreement, UMMC will:

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

Term of Contract: The term of this amended agreement remains unchanged and is three (3) years, from December 1, 2021, through November 30, 2024. The first amendment will be effective June 20, 2022.
Termination Options: This amended agreement may be terminated as follows:
- either party may terminate the agreement upon thirty (30) days’ prior written notice;
- by CompHealth or CompHealth Medical Staffing, immediately, if UMMC fails to make timely payment or materially breaches the agreement;
- by UMMC, immediately, if CompHealth or CompHealth Medical Staffing materially breaches the agreement; and
- by the other party in the event an investigation of a party is initiated by any state or federal government agency.

Contract Amount: The total cost of the amended agreement over the three (3) year term is $6,675,000. The projected cost of the original agreement was $3,500,000. The first amendment will add $3,175,000.

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

Contractor Selection Process: UMMC is currently contracted with CompHealth.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

12. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A STAFFING AGREEMENT WITH CROSS COUNTRY STAFFING, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a new Services Agreement with Cross Country Staffing, Inc. (Cross Country) for augmentation of nursing, nursing assistants, therapists, technologists and technicians to be utilized on an as-needed basis at all UMMC locations.

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

History of Contract: On June 20, 2019, the Board approved a two (2) year Services Agreement between UMMC and Cross Country for augmentation of nursing and surgical technician staffing, to be utilized on an as-needed basis. On May 21, 2020, the Board approved the first amendment to add central sterile processing technicians to the agreement. On March 19, 2020, the Board approved a waiver of Board policy for items that otherwise require approval by the Board and are necessary for efficient operation during the state of emergency created by the COVID-19 pandemic. On June 26, 2020, UMMC entered into the second amendment under the approved waiver of Board policy to add on-call rates, critical rate (1) and critical rate two (2), LPN, and CNA positions to the agreement. On August 12, 2020, UMMC entered into the third amendment under the approved waiver of Board policy to add additional positions and rates for staffing in
response to the staffing shortages caused by the COVID-19 pandemic. On June 17, 2021, the Board approved the fourth amendment to the Services Agreement to extend the term of the agreement, update the notice provision, and add language on information security. The agreement will expire on June 30, 2022.

UMMC also has contracted with other staffing companies for various staffing needs.

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

**Purpose:** The purpose of the agreement is to augment nursing, nursing assistants, hospital technicians, allied health, therapists, technologists and technician staffing, to be utilized on an as-needed basis at all UMMC locations.

**Scope of Work:** Under the agreement, upon request by UMMC, Cross Country will provide staffing for clinical positions such as nurses, nursing assistants, therapists, technologists, and technicians.

Under the agreement, UMMC may directly hire Cross Country’s employees for the payment of a fee that is reduced for each week the employee works at UMMC. After two (2) thirteen (13) week assignments, UMMC may hire the Cross Country staff without a fee.

**Term of Contract:** The term of the agreement is five (5) years, from July 1, 2022, through June 30, 2027.

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

- by agreement of the parties;
- upon sixty (60) days’ written notice by either party with or without cause;
- if Cross Country refuses or fails to perform any of the provisions of the contract or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract, and fails to cure the breach within ten (10) days of receiving written notice from UMMC;
- immediately upon Cross Country’s breach of any of the following ongoing representations and warranties that Cross Country, its officers, directors and employees:
  - are not currently excluded, debarred, or otherwise ineligible to participate in any federal health care programs or any state healthcare programs;
  - have not been convicted of a criminal offense related to the provision of healthcare items or services and have not been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs,
are not, nor have ever been included on the Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons list;

- are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Cross Country being excluded from participation in the Federal Healthcare Programs or any state healthcare programs; and

- if Cross Country is to receive any patients' personal health information, Cross Country represents and warrants that it has implemented safeguards to ensure that the privacy and confidentiality of patients' personal health information is protected.

- in the event of a reduction in funds; and

- in the event of an adverse change in law and the parties cannot agree upon renegotiated terms within thirty (30) days.

**Contract Amount:** The total estimated cost of the agreement over the five (5) year term is $11,875,000. Beginning in year two (2), UMMC has included ten percent (10%) each year for potential volume increases.

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

**Contractor Selection Process:** UMMC evaluated several vendors to provide clinical staffing services. UMMC is currently contracted with Cross Country and has been satisfied with the services it has provided.

**STAFF RECOMMENDATION:** Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

13. **UMMC – REQUEST FOR APPROVAL TO AMEND A SYSTEM PLACEMENT PROGRAM AGREEMENT WITH DUTCH OPHTHALMIC USA, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into the Second Amendment its EVA System Placement Program Agreement with Dutch Ophthalmic USA, Inc. (Dutch Ophthalmic) to extend the term of the agreement one (1) additional year. The agreement is for the placement of two (2) EVA Vaccuflow Valved Timing Intelligence Phaco and Vitrectomy Systems with Integrated 532Nm Laser (Vitrectomy System) at UMMC and sale of disposable products utilized on the systems. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or Services, UMMC renews its request for a waiver to allow payment of the annual maintenance or service fee in advance of the coverage year. UMMC also renew its request approval to add or remove products under the agreement without seeking prior Board approval as long as adequate funds are available.
Contractor’s Legal Name: Dutch Ophthalmic USA, Inc.

History of Contract: On June 15, 2017, the Board approved a three (3) year EVA System Placement Program Agreement with Dutch Ophthalmic. On June 18, 2020, the Board approved Amendment No. 1 to the EVA System Placement Program Agreement to extend the agreement; revise providing concerning insurance and notice; add sections on information security, compliance with laws, and indemnification; and add a listing of all items for purchase. The agreement will expire on June 30, 2022.

Specific Type of Contract: This is the Second Amendment to the EVA System Placement Program Agreement.

Purpose: The purpose of the Second Amendment is to extend the term of the agreement one (1) additional year. The purpose of the agreement is to purchase vitrectomy disposable products from Dutch Ophthalmic and provide placement of two (2) Vitrectomy Systems at no charge.

Scope of Work: Under the amended agreement, Dutch Ophthalmic will provide the following:
- placement of two (2) Vitrectomy Systems at no charge;
- on disposable packs and products; and
- any necessary repairs and maintenance to the Vitrectomy System in exchange for the annual Service Fee.

UMMC will provide the following:
- payment for annual service fee for maintenance of the systems;
- purchase of disposables at a minimum of four hundred (400) vitrectomy packs per year; and
- access to UMMC facility for Dutch Ophthalmic to perform equipment maintenance.

Term of Contract: The term of the amended agreement is six (6) years, from July 1, 2017 through June 30, 2023. The original agreement was for a three (3) year term, from July 1, 2017, through June 30, 2020. Amendment No. 1 extended the term to five (5) years, from July 1, 2017, through June 30, 2022. The Second Amendment will extend the term one (1) additional year through June 30, 2023.

Termination Options: Termination options include the following:
- by Dutch Ophthalmic in the event that UMMC does not keep the equipment in good operating order or allow the Dutch Ophthalmic to access the equipment;
- by UMMC if any price change by Dutch Ophthalmic cannot be met;
- by Dutch Ophthalmic in the event of a breach by UMMC;
Contract Amount: The total estimated cost of the amended agreement is $4,550,000.00. The original estimated cost of the three (3) year agreement was $1,635,992.00. The increased cost of the agreement after Amendment No. 1 was $3,350,000.00. During the extended term under the Second Amendment, UMMC anticipates the need for an additional $1,200,000.00.

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

Contractor Selection Process: UMMC is currently contracted with Dutch Ophthalmic.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

14. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT AND A USE, LICENSE, AND SERVICE AGREEMENT WITH INTUITIVE SURGICAL, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a Lease Agreement and a Use, License, and Service Agreement (ULSA) (collectively, the “Agreement”) with Intuitive Surgical, Inc. (Intuitive) for the lease, service, and delivery of a da Vinci® Xi Dual Console Surgical System (da Vinci Xi). The da Vinci Xi system is a piece of robotic equipment that performs precise, minimally invasive surgical procedures such as hepatobiliary, lobectomy, and thoracic procedures and decreases the length of stay for each. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods and Services, UMMC also requests a waiver to allow prepayment of service on an annual basis.

Contractor’s Legal Name: Intuitive Surgical, Inc.

History of Contract: On April 16, 2020, the Board approved the purchase of a new da Vinci Xi system, instrumentation, accessories, software license and documentation needed to operate the system, service and maintenance, and training. UMMC seeks to lease a
second da Vinci Xi system due to the increased volume of minimally invasive surgeries performed using the da Vinci Xi system. The instrumentation and accessories required to operate the proposed leased system will be purchased under the existing 2020 agreement.

UMMC has also submitted a request to add additional funds to the 2020 da Vinci Xi purchase agreement due to the increased need for instrumentation and accessories required to operate two (2) da Vinci Xi systems.

**Specific Type of Contract:** This is a new Lease Agreement and a Use, License, and Service Agreement.

**Purpose:** The purpose of the Agreement is for the lease, service, and delivery of the da Vinci Xi system. The da Vinci Xi is a piece of robotic equipment that performs precise, minimally invasive surgical procedures such as hepatobiliary, lobectomy, and thoracic procedures and decreases the length of stay for each.

**Scope of Work:** Under the Agreement, Intuitive will provide the da Vinci® Xi Dual Console Surgical System, one (1) year warranty, software license, and service and training for the leased system.

**Term of Contract:** The term of the Agreement is approximately five (5) years, one (1) month, and twenty (20) days, from June 30, 2022, through August 18, 2027. The term of the Agreement will begin on June 30, 2022, and end five (5) years from the delivery date of the da Vinci Xi System to UMMC. Delivery is anticipated to be on or about August 19, 2022, for an expected expiration date of August 18, 2027.

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

- immediately if the equipment is declared a total loss and UMMC pays all accrued sums due;
- by the non-defaulting party upon written notice to the defaulting party in an event of default such as if:
  - UMMC does not pay on the due date any amount payable by it under the agreement and such default is not cured within ten (10) days;
  - a party does not comply with any term agreement;
  - any representation made or repeated by a party that is incorrect in any material respect;
  - a party is unable to pay its debts as they fall due, is otherwise deemed insolvent, or begins negotiations with any creditor for the rescheduling of any of its indebtedness;
  - any step is taken with a view to a moratorium, rehabilitation or composition with any of the party’s creditors, a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution for, to petition for or to file documents with a court or any registrar for, its winding-up, bankruptcy, dissolution or
judicial management or any such resolution is passed or any person petitions for or files documents for the same, an order for its bankruptcy, winding-up, judicial management or dissolution is made or any other analogous step or procedure is taken in any jurisdiction;
  o any provisional attachment, attachment, sequestration, distress, execution or analogous event affects any material asset(s) of a party and is not discharged within fourteen (14) days;
  o it is or becomes unlawful for a party to perform any of its obligations under the agreement, or the agreement is not effective in accordance with its terms;
  o an event or series of events occur which, in the reasonable opinion of a party, is likely to result in a total loss;
  o a party abandons the equipment or does anything which, in the reasonable opinion of the other party, prejudices the rights of the other party in or over the equipment;
  o there is a material change in the shareholding of the other party or any person, or group of persons acting in concert, acquires control of the other party; or
  o an event or series of events occur which, have or are likely to have a material adverse effect on the financial condition of the other party; and

- by UMMC, upon three (3) months prior written notice of insufficient funds.

The ULSA may be terminated as follows:
- by Intuitive immediately upon written notice if the system use is not consistent with the manuals, labeling, or instructions for use;
- by either party upon written notice for a breach of a material term or condition that is not cured within thirty (30) days; and
- by UMMC, on ten (10) days’ written notice, if Intuitive cannot provide services for thirty (30) consecutive days due to a force majeure event.

**Contract Amount:** The total estimated cost over the five (5) year term is $3,625,000, which includes the da Vinci System, delivery of the system, software license, service and maintenance fees for years two (2) through five (5). Beginning in year two (2), UMMC has included an annual ten percent (10%) increase for potential additional service costs for afterhours service and freight.

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

**Contractor Selection Process:** The da Vinci® Xi Dual Console Surgical System qualifies as a clinical commodity under Miss Code Ann. §31-7-1, which is exempted from procurement requirements under §31-7-13.
STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

15. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH JACKSON MUNICIPAL AIRPORT AUTHORITY

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into a new Lease Agreement (Lease) with the Jackson Municipal Airport Authority (JMAA) for approximately 32,130 square feet of space located at Jackson-Evers International Airport. The leased location provides office and storage space for components of the Mississippi State Department of Health’s (MSDH) State Medical Response System (SMRS), which includes safety and security for UMMC’s mobile field hospital and a training location for the State Medical Assistance Team (SMAT) medical and logistical staff. Pursuant to IHL policy 707.03 Approval of Prepayment of Goods and Services, UMMC also requests a waiver to allow prepayment of the monthly rent in advance each month, as well as vehicle parking charges for employees, as applicable.

Contractor’s Legal Name: Jackson Municipal Airport Authority

History of Contract: UMMC has leased this space from JMAA since 2012. On June 16, 2016, the Board approved the current lease with JMAA for a total term of three (3) years. On June 20, 2019, the Board approved an amendment to the lease to extend the term an additional three (3) years, expiring on June 30, 2022.

Specific Type of Contract: This request a new Lease Agreement.

Purpose: The purpose of the Lease is to lease approximately 32,130 square feet of space at the Jackson- Evers International Airport. The leased location will provide office and storage space for components of the MSDH SMRS, which includes safety and security for UMMC’s mobile field hospital and a training location for the SMAT medical and logistical staff.

Scope of Work: JMAA will lease approximately 32,130 square feet of office and storage space to UMMC and provide electricity, ID badges and parking.

Term of Contract: The term of the Lease is five (5) years, from July 1, 2022, through June 30, 2027.

Termination Options: The Lease may be terminated as follows:
- At any time after the first twelve (12) months, UMMC may terminate the lease effective as of the next anniversary date of the lease with 60 days notice.
for failure of the State of Mississippi or the United States of America to appropriate sufficient funds to UMMC for payment of the rental;
- In the event of default by UMMC, which includes failure to pay rent or utilities, failure to comply with nondiscrimination clauses of the Lease or with any of the rules, regulations and orders, breach of the lease terms, bankruptcy, failure to abide by laws, abandonment, creation of lien, assignment, and using the property for a use not authorized by the Lease;
- In the event of default of JMAA, which includes abandonment, court order, breach of lease terms and assumption by the United States Government or other authorized agency thereof; and
- In the event that structural or permanent portions of the premises are damaged by fire or other casualty rendering it untenable, JMAA may terminate the lease if it elects not to rebuild or UMMC may terminate the lease if rebuilding or repairs take longer than 180 calendar days.

**Contract Amount:** The total estimated cost of the five (5) year term is $1,457,000.00. Under the lease, UMMC will pay a base rent of $8.25 per square foot, with a one and a half percent (1.5%) annual increase. UMMC is responsible for an electricity surcharge of $17,280.00 per year, as well as purchasing ID badges and employee parking, if UMMC’s employees utilize JMAA parking facilities. UMMC employees currently only utilize parking spaces located next to the leased building. While UMMC does not foresee any charges for parking, UMMC has calculated an additional $350.00 per year for this contingency.

**Funding Source for Contract:** UMMC will pay the Lease costs directly to JMAA; however, MSDH will reimburse UMMC the cost of the Lease via federal grant funds received for public health emergency and/or hospital preparedness.

**Contractor Selection Process:** JMAA is the only vendor that can provide the adequate space that meets UMMC’s needs without requiring substantial renovation. The building represents the only facility with adequate space and access to an airport facility for aeromedical transport and access to the Mississippi Air National Guard resources for disaster management planning purposes. The space enhances UMMC’s ability to perform assigned duties and responsibilities in Emergency Support Function 8 of the State of Mississippi Comprehensive Emergency Plan.

**STAFF RECOMMENDATION:** Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.
16. **UMMC-REQUEST FOR APPROVAL TO ENTER INTO A FEE PER CASE AGREEMENT WITH STRYKER SALES, LLC**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Fee Per Case Agreement with Striker Sales Corporation (Stryker) for the provision of operating room support for surgical cases in the Kathy and Joe Sanderson Tower at Children’s of Mississippi. The services provided under the agreement will allow for support of surgical scopes and related equipment such as cameras and power tools. Stryker’s services include providing assistance with maintenance of the scopes and equipment, repairing them during minimally invasive surgeries, and helping prepare the operating room for the next surgery.

**Contractor’s Legal Name:** Stryker Sales, LLC

**History of Contract:** This is a new agreement with Stryker. UMMC currently does not have a service agreement for the Stryker equipment purchased for the Kathy and Joe Sanderson Tower at Children’s of Mississippi operating rooms, the warranty for which expired in September 2021. As scopes are broken or damaged, UMMC has them replaced or repaired, as needed, on a time and material basis. Under the proposed agreement, Stryker’s onsite specialists will be responsible for the care and maintenance of the Stryker scopes and equipment. The on-site specialists will also assist with room turnover and patient throughput, which will help to improve operating room efficiency.

**Specific Type of Contract:** This is a new Fee Per Case Agreement.

**Purpose:** The purpose of the agreement is for operating room support for surgical cases in the Kathy and Joe Sanderson Tower at Children’s of Mississippi. The services provided under the agreement will allow for support of surgical scopes and related equipment such as cameras and power tools. Stryker’s services include providing assistance with maintenance of the scopes and equipment, repairing them during minimally invasive surgeries, and helping prepare the operating room for the next surgery.

**Scope of Work:** Under the agreement, Stryker will provide:
- repairs of equipment such as cameras, scope cases and flexible urology scopes, including labor and parts;
- replacement equipment for applicable equipment being serviced;
- use of loaner equipment to replace equipment during repair or pending replacement;
- onsite specialists to be available for surgeries who will assist with preoperative; and intraoperative and postoperative operating room needs, as well as tray management and education for operating room staff.
Under the agreement, UMMC will
- provide advance notice of applicable surgeries to the onsite specialists; and
- will obtain all necessary consents from patients for such presence during surgery.

**Term of Contract:** The term of the agreement is five (5) years, from July 1, 2022, through June 30, 2027.

**Termination Options:** The agreement may be terminated as follows:
- by Stryker if UMMC does not make payments when due;
- by the non-breaching party if the breaching party does not cure the breach within fifteen days of written notice of said breach;
- by UMMC upon sixty (60) days’ written notice to Stryker;
- by Stryker upon ninety (90) days’ written notice to UMMC;
- by either party if the estimated monthly case volumes fall below the expected amount and the parties do not agree to a revision of the estimated monthly case volume for discount reporting purposes; and
- by UMMC, upon written notice to Stryker, if Stryker is unable to provide service for a period of thirty (30) consecutive days as a result of a continuing force majeure event.

**Contract Amount:** The total estimated cost of the agreement over five (5) years is $3,650,000. UMMC has included a ten percent (10%) increase beginning in year two (2) for potential volume increases.

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

**Contractor Selection Process:** No other vendor can provide service for the UMMC-owned Stryker in-suite equipment, as no other vendor would be able to procure Stryker manufactured parts.

**STAFF RECOMMENDATION:** Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

17. **USM – REQUEST FOR APPROVAL TO ENTER INTO A SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT WITH MYTHICS, INC.**

**Agenda Item Request:** The University of Southern Mississippi requests approval to enter into a contract with Mythics, Inc. for Oracle Software Support and Maintenance. Additionally, in accordance with IHL Board Policy 707.03 Approval of Prepayment for Goods or Services, USM requests the Board’s approval to make multi-year prepayments at the beginning of each contract year.
Contractor’s Legal Name: Mythics, Inc.

History of Contract: Not applicable.

Specific Type of Contract: This is a new Software Support and Maintenance contract.

Purpose: The purpose of the contract is for annual support and maintenance for Oracle which includes PeopleSoft Modules and Oracle Database products. PeopleSoft, owned by Oracle, is the University’s primary enterprise solution.

Scope of Work: The annual support and maintenance agreement allows USM the ability to:

- obtain releases/updates for our Payroll and Financial Aid Departments that contain mandated changes (tax, legal, and regulatory updates) from the IRS and other governing regulatory bodies
- receive enhancements to the PeopleSoft system, as well as Oracle Database System
- receive technical support from Oracle via phone or on the MyOracle support site
- research a plethora of information that Oracle and other PeopleSoft institutions have posted on the MyOracle support site to resolve issues and find solutions
- receive fixes to known issues referred to as patches (including updates, data fixes, security alerts, and other critical patches)

Term of Contract: Initial period Start Date: August 1, 2022. End Date: November 28, 2025. The End date accommodates expiration of support agreements at different dates.

Termination Options: Termination options are as follows:
- Termination for Cause is allowed with a 30-day notice.
- Failure to submit payment will result in the termination of technical support services.

Contract Amount: The total contract cost for the initial three years is estimated at $2,830,873.53. Payment is expected to be issued on an annual basis upon receipt of an invoice prior to July 31 of each contract year.

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<tr>
<th>Year</th>
<th>Yearly Amount</th>
<th>Cumulative Total</th>
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Funding Source for Contract: The contract will be funded with general funds.
Contractor Selection Process: A Request for Proposal was issued by USM in February 2022. Two proposals were received from Mythics, Inc. and Capital Consulting LLC.

Cost Benefit Analysis: The proposals were evaluated and the overall best proposal with the lowest cost to USM was selected.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

18. UM – REQUEST FOR APPROVAL OF BUDGET ESCALATION FOR AUXILIARY BUDGETS

A budget escalation is requested to realign major objects and to provide spending authority for additional revenues in the Airport and for greater than anticipated operating fuel costs. Self-generated revenue will be used to fund the increase in operating expenditures.

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<tr>
<th>Category</th>
<th>Current FY 2022 Operating Budget</th>
<th>Revision/Escalation</th>
<th>Revised FY 2022 Operating Budget</th>
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<td>-</td>
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<tr>
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Staff Recommendation: Based on Board Policy 701.06, Budget Escalations and Revisions, all escalations to the annual budgets of the several institutions and to the annual budgets of the separately budgeted units must be submitted through the Commissioner to the Board of Trustees for approval prior to implementation. Board staff recommends approval of this item.
19. **UM – REQUEST FOR APPROVAL TO FILE AN APPLICATION AND ENTER INTO A FAA AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT**

**Agenda Item Request:** The University of Mississippi requests permission to file an application for and enter into a FAA Airport Improvement Program Grant Agreement, Grant Number 3-28-0057-041-2022 (the “Grant”).

**Grantor’s Legal Name:** The United States of America acting through the U.S. Department of Transportation Federal Aviation Administration (FAA)

**History:** The FAA, through the Airport Improvement Program, provides grants to public agencies for the planning and development of public-use airports. The FAA provides grants for airport improvements relating to safety, capacity, security, and environmental concerns.

**Specific Type of Grant:** The Grant is pursuant to the Airport Improvement Program.

**Purpose:** UM requests the Grant from the FAA for federal funds for projects at or associated with the University-Oxford Airport.

**Scope of Work:** UM requests the funds to make improvements at the University-Oxford Airport consisting of the following: install runway 9/27 lighting MIRL; install REILs runway 9; replace wind cone; and install two supplemental wind cones.

**Term of Grant:** The Grant is for four years (1,460 calendar days) from the date of acceptance.

**Termination Options:** The FAA may terminate the Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory author.

**Grant Amount:** The maximum obligation of the United States payable under the Grant is $483,188.

**Funding Source for Grant:** Federal funds

**Grantee Selection Process:** The FAA selects the grant recipients through a project application process.

**STAFF RECOMMENDATION:** Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the 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

IHL PROJECTS ..............................................................

1. ASU – IHL 201-261 – MATH AND SCIENCE BUILDING AUDITORIUM RENOVATION

Project Request: Alcorn State University requests approval to initiate a project, Math and Science Building Auditorium Renovation, and to appoint Canizaro Cawthon Davis as the design professional for the project.

Proposed Design Professional: Canizaro Cawthon Davis

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. ASU used university procedures to select the design professional.

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

Project Scope: This project will renovate the Math and Science Building auditorium on the Lorman Campus of Alcorn State University. The project will be divided into two parts. Part A will address Covid related concerns such as new vinyl auditorium chairs that can be disinfected instead of cloth chairs and new epoxy-based flooring that can be disinfected instead of carpet. Part B will center around addressing issues brought to the attention of the University by the Fire Marshal including a new fire system, installation of natural gas shut off valves and door closers for the total building. Part B will also address ADA issues related to the auditorium.
**History:** This project was initially begun by the university on July 14, 2021, at an estimated budget of $500,000 100% funded by the CARES Act Federal Funding but ASU has since added University E&G funds to address the non-covid related issues in the project. Canizaro Cawthon Davis was selected using a small-projects qualification-based selection process by reviewing the qualifications of three firms. The project has reached the contract documents stage and the estimated cost of the project has exceeded the 1 million mark, therefore necessitating IHL Board Approval. Covid related cost escalations/inflation, coupled with the new State Fire Marshal requirements have caused the unexpected cost escalation.

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

**Project Initiation Date:** June 16, 2022

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

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

**Project Budget:**

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**Total Project Budget** $1,236,159.00

**Funding Source(s):** CARES Act Funding through the U.S. Department of Education and University E&G Funds ($1,236,159)

**Staff Recommendation:** Board Staff recommends approval of this item.
2. **MSU – IHL 213-147 – LIVESTOCK ASSESSMENT MULTI-PURPOSE LABORATORY**

**Project Request:** Mississippi State University requests approval to initiate a project, Livestock Assessment Multi-Purpose Laboratory, and to appoint PryorMorrow as the design professional for the project.

**Proposed Design Professional:** PryorMorrow

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

**Project Scope:** This project will include the construction of a new Livestock Assessment Multi-Purpose Laboratory on the South Farm. The facility will have a demonstration room, support facilities, and a covered arena area.

Mississippi State University is seeking to initiate the project and 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:** June 16, 2022

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

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

**Project Budget:**

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**Total Project Budget** $1,500,000.00
Funding Source(s): U.S. Department of Housing and Urban Development Grant Funds and University/MAFES Designated Funds ($1,500,000)

Staff Recommendation: Board staff recommends approval of this item.

3. **UM – IHL 207-483 – NW MECHANICAL PLANT (ELECTRICAL PHASE II)**

Project Request: The University of Mississippi requests approval to initiate a project, NW Mechanical Plant (Electrical Phase II).

Proposed Design Professional: TBD through RFQ Process

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. UM plans to follow the RFQ and interview process to select 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 RFQ process of selecting a design professional for the project.

Project Scope: This project will construct a new 46kV/12.47kV substation on the west side of campus to provide an additional 40MW of firm electrical capacity. The substation will consist of a new 46kV overhead primary line, two new 46kV gas circuit breakers and associated disconnect switches, two new 46kV/12.47kV 20MVA transformers, and a new control building to house the medium-voltage switchgear lineup. The project also provides three new duct banks with associated cabling and pad-mounted switchgear to tie the substation into existing campus infrastructure. The new substation will complement an existing electrical substation on the east side of campus, which is close to maximum capacity during peak demand periods and represents a single point of failure for campus electrical power. The new substation not only provides the additional electrical capacity to support a new mechanical plant on the northwest side of campus, but also provides greater system redundancy, geographic and utility source diversity, reduced distribution congestion across the campus, and greater flexibility to transfer load across the distribution network to improve maintainability and reduce outages.

The University of Mississippi will submit a subsequent Board Item to confirm the design professional after the selection process and to increase the budget as required to reflect the established scope of work.
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:** June 16, 2022

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

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

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

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**Total Project Budget** $500,000.00

**Funding Source(s):** Internal R&R ($500,000)

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

4. **UM – IHL 207-484 – WRITERS CABIN AND COMMUNITY**

**Project Request:** The University of Mississippi requests approval to initiate a project, Writers Cabin and Community.

**Proposed Design Professional:** TBD through RFQ Process

**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. UM plans to follow the RFQ and interview process to select 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 RFQ process of selecting a design professional for the project.
Project Scope: Greenfield Farm is a 20-acre parcel of UM-owned land, east of Oxford on the road to New Albany. William Faulkner raised mules, grew crops, and wrote here. UM plans to turn Greenfield into a retreat-style writer’s residency, paying tribute to the historical uses of the land and the literary culture of Mississippi. Greenfield will serve novelists, poets, songwriters, essayists, and other writers with roots or work in Mississippi. Greenfield will also serve the UM mission. Graduate students will compose theses and complete dissertations. Faculty will write books. After landscaping, Greenfield Farm will begin with four new dogtrot cabins. Constructed in a modern style, these cabins will serve as architectural and cultural linkages between past and present. A fifth building will serve as a gathering and dining space. A sixth building will house a residency manager. The University of Mississippi will submit a subsequent Board Item to confirm the design professional after the selection process and to increase the budget as required to reflect the established scope of work.

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: June 16, 2022

Date of Original Construction: N/A

Date of Last Renovation: N/A

Project Budget: (Design Fees Only)

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Total Project Budget $ 100,000.00

Funding Source(s): Internal R&R ($100,000)

Staff Recommendation: Board staff recommends approval of this item.
5. **UM – IHL 207-487 – UM EARLY LEARNING AND EVALUATION CENTER**

**Project Request:** The University of Mississippi requests approval to initiate a project, UM Early Learning and Evaluation Center.

**Proposed Design Professional:** TBD through RFQ Process

**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. UM plans to follow the RFQ and interview process to select 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 RFQ process of selecting a design professional for the project.

**Project Scope:** The project consists of the development of a comprehensive state-of-the-art early childhood center where clinical and educational services are integrated for all children ages birth to 6 years old. The intent of this request is to initiate the project and to release a Request for Qualifications to select a Design Professional. The Professional will assist the University in determining the project scope, site, and budget; and finally produce design/construction documents for the scope determined. The University of Mississippi will submit a subsequent Board Item to confirm the design professional after the selection process and to increase the budget as required to reflect the established scope of work.

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:** June 16, 2022

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

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

- Construction Cost: $0.00
- Architectural and Engineering Fees: $700,000.00
- Misc. Project Costs: $200,000.00
- Furniture & Equipment Costs: $0.00
- Contingency: $100,000.00

Total Project Budget: $1,000,000.00

Funding Source(s): SB 3002, Laws of 2022 ($1,000,000)

Staff Recommendation: Board staff recommends approval of this item.

6. UMMC – IHL 209-579 – RIDGELAND CAMPUS

Project Request: The University of Mississippi Medical Center requests approval to initiate a project, Ridgeland Campus, and to appoint Cooke Douglass Farr Lemons (CDFL) Architects and Engineers, as the design professional for the project.

Proposed Design Professional: CDFL Architects and Engineers

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. UMMC utilized the professional selection process as outlined by IHL protocol for the selection of the design professional, CDFL.

Purpose: The University of Mississippi Medical Center is seeking to initiate the project and appoint the design professional as required by Board Policy. This project is for design fees only which will allow the University to hire the design professional and proceed with the design process for this project. UMMC will return to the Board of Trustees at a future Board meeting to raise the project budget and clarify the project scope and funding sources of the project once that has been better defined in the design process.

Project Scope: UMMC desires to develop a new campus that allows for the training of health professionals and furthering the academic research mission of UMMC. Providing a much-needed multidisciplinary, educational campus to facilitate the work of the School of Medicine, School of Nursing, Graduate Medical Education programs, and the teaching hospital. The campus is focused on a concept of a multidisciplinary, educational campus, consisting of multimedia classrooms, a medical office building, ambulatory surgical center, and imaging center.
The University of Mississippi Medical Center is seeking to initiate the project and 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:** June 16, 2022

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

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

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

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**Total Project Budget** $1,600,000.00

**Funding Source(s):** Patient Generated Revenue ($1,600,000)

**Staff Recommendation:** Board staff recommends approval of this item. Funding of the final construction costs will be subject to UMMC submitting additional information and analysis required in Board Policy 714, Board Policy 715, or Board Policy 906 as may be applicable.

7. **UMMC – IHL 209-582 – UPDATE LAKELAND MEDICAL BUILDING**

**Project Request:** The University of Mississippi Medical Center requests approval to initiate a project, Update Lakeland Medical Building, and to appoint Burris/Wagnon Architects, P.A., as the design professional for the project.

**Proposed Design Professional:** Burris/Wagnon Architects, P.A.

**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 Medical Center 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 phase of the project.

Project Scope: This project will allow for the renovation and repair of the Lakeland Medical Building’s interior and exterior to include repair of the parking deck structure and waterproofing of the deck, add a canopy at back parking lot at patient drop-off, repair EIFS cladding, repair/replace leaking windows, replace flooring, remove wallcovering and repaint in public corridors.

The University of Mississippi Medical Center is seeking to initiate the project and 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: June 16, 2022

Date of Original Construction: N/A

Date of Last Renovation: N/A

Project Budget:

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Total Project Budget $1,550,000.00

Funding Source(s): Patient Generated Revenue ($1,550,000)

Staff Recommendation: Board staff recommends approval of this item.

**Project Request:** The University of Southern Mississippi requests approval to initiate a project, The Children’s Center and the DuBard School at Gulf Park.

**Proposed Design Professional:** TBD through RFQ Process

**Selection Method:** The project budget exceeds $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 as required by Board Policy. This will allow the university to proceed with the selection of the design professional.

**Project Scope:** The project would comprise designing and constructing a two-story facility (approximately 20,000 square feet) on the Gulf Park Campus.

**History of Project:** The University of Southern Mississippi has received Community Project Funding/Congressionally Directed Spending (CDS) projects funding from the US Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA) in the amount of $7,900,000. Congress approved the funding as part of the Consolidated Appropriations Act, 2022 (PL 117-103). With this funding, USM intends to provide a building and specialized equipment for the School of Nursing and Health at its Gulf Park campus. The use will be for cost-free innovative therapies and services offered for infants, toddlers, and preschoolers under five and for the DuBard School programming designed to serve students aged 3-13 with severe language-speech disorders, including developmental aphasia and childhood apraxia of speech, deafness, hearing impairments and the written language disorder of dyslexia. These in-person and outpatient programs are vital for developing young children with disabilities and provide education, training, and support for families, university students, and professionals. Expanding these programs will decrease travel time for children participating on the Hattiesburg campus and located closer to the coast. It would help meet the growing needs demonstrated by increased inquiries and the waiting list.

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:** June 16, 2022
Date of Original Construction: N/A

Date of Last Renovation: N/A

Project Budget:

- Construction Cost: $6,539,750.00
- Architectural and Engineering Fees: 491,000.00
- Misc. Project Costs: 204,000.00
- Furniture & Equipment Costs: 300,000.00
- Contingency: 365,250.00

Total Project Budget $7,900,000.00

Funding Source(s): Community Project Funding/Congressionally Directed Spending (CDS) projects funding from the US Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA) as part of the Consolidated Appropriations Act, 2022 (PL 117-103) ($7,900,000)

Staff Recommendation: Board staff recommends approval of this item.

APPROVAL OF OTHER REAL ESTATE REQUESTS

9. MSU – IHL 405-002 – KINESIOLOGY AND AUTISM SERVICES BUILDING – APPROVAL OF EXTERIOR DESIGN

Project Request: Mississippi State University requests approval of the exterior design for the Kinesiology and Autism Services Building on the campus of MSU.

Design Professional: Eley Guild Hardy /Dale Partners – A Joint Venture

Purpose: Mississippi State University is seeking approval of the exterior rendering for the proposed Kinesiology and Autism Services Building as required in Board Policy before construction can begin.

Project Scope: This project will include the construction of a new Kinesiology and Autism Services Building on the campus of MSU.

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

Rendering: Proposed Kinesiology and Autism Services Building:

10. MSU – DAVIS WADE TERRACES – APPROVAL OF EXTERIOR DESIGN

Project Request: Mississippi State University requests approval of the exterior design for the Davis Wade Terraces.

Design Professional: LPK Architects (Contract with Bulldog Club)

Purpose: Mississippi State University is seeking approval of the exterior rendering for the proposed upper-level seating terrace at Davis Wade Stadium.

Project Scope: This is a MSU Bulldog Club project and will include the construction of a new terrace seating in the upper deck of the West Side of Davis Wade Stadium

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

Staff Recommendation: Board staff recommends approval of this item.
Rendering: Proposed Upper-Level Terraces at Davis Wade Stadium

11. UM – IHL 207-486 – ALPHA CHI OMEGA – APPROVAL OF EXTERIOR DESIGN

Project Request: The University of Mississippi requests approval of the exterior design for the future Alpha Chi Omega House to be built on the Oxford campus.

Design Professional: SCM Architects, PLLC

Purpose: The University of Mississippi is seeking approval of the exterior rendering for the proposed new Alpha Chi Omega House.

Project Scope: The scope of this project includes demolition of the former Kappa Alpha Theta house and construction of a new Alpha Chi Omega house on the same site.

The University of Mississippi is acting in accordance with Board Policy §904(A), Board Approval, that requires the Board to approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project.
Staff Recommendation: Board staff recommends approval of this item.

Rendering: Front of Alpha Chi Omega House

12. UM – APPROVAL OF A SUBLEASE BETWEEN THE ALUMNI ASSOCIATION OF ALPHA GAMMA OF CHI PSI (“CHI PSI”) AND DELTA TAU DELTA FRATERNITY (“DELTA TAU”) AND AUTHORITY TO SIGN PRIME LANDLORD’S CONSENT

Project Request: The University of Mississippi (“UM”) requests that the Board of Trustees of State Institutions of Higher Learning (“IHL”) approve a sublease between The Alumni Association of Alpha Gamma of Chi Psi (“Chi Psi”) and Delta Tau Delta Fraternity (“Delta Tau”) and authorize the University Chancellor to execute the Prime Landlord’s Consent on behalf of the Board of Trustees of State Institutions of Higher Learning.

Purpose: Delta Tau seeks to sublease for one year the residential facility located on lot #303 on the UM Campus, which it currently leases from IHL/UM, to Chi Psi. Delta Tau currently does not have a residential facility on UM’s campus.

Terms: This is a sublease for a residential facility on fraternity lot #303 on the University of Mississippi’s Oxford campus that was erected by Chi Psi. The primary lease between the IHL/UM and Chi Psi is for a thirty-year term, from June 1, 2015, to May 31, 2045. The primary lease between the IHL/UM and Chi Psi imposes an
annual $50 lease payment to UM. The base rent under the sublease between Chi Psi and Delta Tau is $134,000 for the one-year term, with a $20,000 security deposit.

Termination Options: The IHL/UM may terminate the primary lease with Chi Psi if its initial thirty (30) year term expires and the lease is not renewed. UM may also terminate the primary lease for breach of any of the express conditions listed. These express conditions include building specifications, use of the building, building improvements, running of and paying for utilities, maintenance of building and grounds, and building insurance. The sublease between Chi Psi and Delta Tau may be terminated for the non-payment of rent or if one of the other conditions specified in the sublease is triggered such as failure of Delta Tau, as subtenant, to observe or perform any provision of sublease within 30 days of notice.

History: On May 20, 2005, Chi Psi and the IHL/UM entered into a lease for fraternity house lot #303 on the University of Mississippi’s Oxford campus. On June 1, 2015, Chi Psi and the IHL/UM entered into a second lease for fraternity house lot #303 on the University of Mississippi’s Oxford campus. Chi Psi erected a fraternity residential facility on the lot. For financial reasons, Chi Psi has chosen not to occupy the house beginning this spring but rather has decided to sublease.

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.

13. USM – DELETE FROM INVENTORY – BUILDING #236 – BLUE HOUSE – 200 N. 35TH AVE., HATTIESBURG, MS

Agenda Request: The University of Southern Mississippi requests approval to delete from inventory Building #236 (Blue House).

Justification: USM is seeking to demolish an existing house located at 200 N.35th Ave, Hattiesburg, MS. The building is referred to as the Blue House (Building #236) and was constructed in 1962. USM acquired this house in 2015. No major renovations were done to the building during the time USM has owned this building. The remaining space after demolition will be used for parking and future expansion.

The approval letter has been received from the Mississippi Department of Archives and History stating Building #236 (Blue House) 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.
14. USM – DELETE FROM INVENTORY – BUILDING #224 – CENTER FOR MILITARY VETERANS – 3503 MORNINGSIDE DRIVE, HATTIESBURG, MS

Agenda Request: The University of Southern Mississippi requests approval to delete from inventory Building #224 (Center for Military Veterans).

Justification: USM is seeking to demolish the Center for Military Veterans (Building #224). The building was constructed in 1963. USM acquired this property in 2012. No major renovations were done to the building during the time USM has owned this building. The remaining space after demolition will be used for parking and future expansion.

The approval letter has been received from the Mississippi Department of Archives and History stating Building #224 (Center for Military Veterans) 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.

15. IHL SYSTEM OFFICE – ANNUAL APPROVAL OF UNIVERSITIES FOR ADMINISTERING STATE FUNDED CONSTRUCTION & MAINTENANCE PROJECTS AS PER HOUSE BILL #475, LAWS OF 2022

Approval Requested: As required by House Bill #475, Laws of 2022, the System Office requests annual renewal of approval of Mississippi State University, the University of Mississippi, and the University of Mississippi Medical Center as being qualified and capable to procure and administer state funded construction and maintenance projects for FY 2023.

Justification: House Bill #475, Laws of 2022, states the following:

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

37-101-15 (m) (ii) Additionally, the Board is authorized to oversee, administer and approve contracts for the construction and maintenance of buildings and other
facilities of the state Institutions of Higher Learning, including related contracts for architectural and engineering services, which are funded in whole or part by general obligation bonds of the State of Mississippi at institutions designated annually by the Board as being capable to procure and administer all such contracts. This subparagraph (ii) shall stand repealed from and after July 1, 2025.

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

**Staff Recommendation:** Board staff recommends approval of this item. Additionally, the Board requests that this self-administration be provided for funds authorized in House Bill 1353, SB 3002, and SB 3045, Laws of 2022 Regular Session for these institutions.
1. **MSU – APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF STARKVILLE, MS FOR COLLEGEVIEW CONNECTOR PROJECT**

Mississippi State University requests approval of an Interlocal Agreement with the City of Starkville for the purpose of constructing a multi-use path from Collegeview Drive to Old West Point Road ("Collegeview Connector"). Pursuant to the Interlocal Agreement, the City of Starkville and the University will share equally the cost of design and construction of the project over and above Federal Transportation Alternative Funds that are committed to the project by the Mississippi Department of Transportation. MSU further seeks approval to make non-substantive revisions to the Interlocal Agreement if requested by the Attorney General’s Office. MSU previously initiated a construction project for the Collegeview Connector (IHL# 205-311). MSU now seeks to enter into an Interlocal Agreement with the City of Starkville to share the cost of design and construction for the project. The purpose of the Interlocal Agreement is to define the parties’ roles, responsibilities and commitments related to the Collegeview Connector Project. The scope of work is to design and construct a multi-use path connecting Collegeview Drive to Highway 182. The connection will provide a needed bike and pedestrian connection from the northwest sector of the campus of MSU to the improved City of Starkville bike and pedestrian corridor along Highway 182. The funding sources for the project are Mississippi Department of Transportation Alternatives Program and MSU Designated Funds. The Attorney General’s Office has reviewed the agreement and found same to be compliant with applicable law and Board policy.

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN STARKVILLE, MISSISSIPPI, AND MISSISSIPPI STATE UNIVERSITY**

**FEDERAL AID PROJECT NO. STP-0500-00 (015) LPA 108794**

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is executed by and between STARKVILLE, MISSISSIPPI (the “City”), and MISSISSIPPI STATE UNIVERSITY (the “University”) effective as of the ___ day of _________, 2022.

**WITNESSSETH**

WHEREAS, Miss. Code Ann. § 17-13-7 authorizes local governmental units of the State to contract with one another for joint or cooperative action to provide services and facilities; and

WHEREAS, the University and City (sometimes collectively "the Parties") are authorized to enter into this Agreement pursuant to Miss. Code Ann. § 17-13-7, and independently and cooperatively to exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and
WHEREAS, the City and University desire to enter into an Interlocal Agreement for the purpose of constructing a multi-use path from Collegeview Drive to Old West Point Road (“Collegeview Connector Project” or “Project”); and

WHEREAS, the University has applied for and received Federal Transportation Alternative Funds to design and construct the Project; and

WHEREAS, the University reasonably estimates that the total cost of designing and constructing the multi-use path will be $1,625,000.00, with $1,300,000.00 coming from Federal Transportation Alternative Funds and the remainder of the cost being split between the Parties; and

WHEREAS, the Parties have determined that it is in their best interest to take action as may reasonably be necessary to facilitate and accelerate the construction of the Project because the Project will provide and improve pedestrian and alternative transportation routes in their jurisdictions; and

WHEREAS, the Parties have found that the construction of the Project is feasible, beneficial, and within the financial resources of the Parties, and will benefit the Parties, and in turn, the general public; and

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

1. PURPOSE. This Agreement establishes the protocol and defines the responsibilities and obligations of the Parties in connection with their joint and cooperative efforts to complete the Project. The University proposes to construct the Project with federal funds outlined above. The Parties agree to split the remaining costs as outlined below. The University will oversee all aspects of the construction of the project.

2. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A. The University agrees as follows:

1. To conform throughout the Project to appropriate details and requirements of all applicable state and federal laws.

2. To complete design plans for the Project. This will include all activities and documents normally associated with design of a federal transportation alternatives project.
3. To provide construction management for the Project.

4. To advertise for bids, receive bids, open bids, and award a contract or contracts for construction of the Project.

5. To administer the Project construction contract or contracts, including making all payments to the contractors, and to complete the construction of the Project with other legally available funds of the University.

6. To manage the engineering, bidding, and construction process in a manner that furthers the purpose of this Agreement.

7. To provide an equal one-half (1/2) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-half (1/2) share of preliminary engineering costs.

8. To require the Project contractor to: (1) list the City as a “co-owner” on the Project performance bond; and (2) execute a Letter of Assurance in favor of the City in the form attached and incorporated herein as Exhibit A.

B. The City hereby covenant, warrant and agree as follows:

1. To assist the University in every reasonable and appropriate manner by providing the University with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.

2. To grant the University any and all temporary licenses and/or permits along the Project route to allow the design and construction of the Collegeview Connector.

3. To provide one-half (1/2) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-half (1/2) share each of preliminary engineering costs.

3. **AMENDMENTS.** This Agreement may only be amended in writing as mutually agreed upon by the Parties.

4. **DISPOSITION OF PROPERTY.** Throughout the operation of this Agreement, and following its expiration, all property attendant to the Project shall remain the property of the original owner.
5. SEVERABILITY. Should any provision of this Agreement be found to be unconstitutional, or otherwise contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possibly to do so, the remainder of this Agreement shall remain in full force and effect.

6. AUTHORITY. Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Miss. Code Sec. § 17-13-7.

SO EXECUTED AND AGREED THIS ___ DAY OF ________________, 2022.

CITY OF STARKVILLE, MISSISSIPPI
By: ________________________________
D. Lynn Spruill, Mayor

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI
By: ________________________________
Dr. Mark Keenum, President

STAFF RECOMMENDATION: Board Staff recommends approval of this item.

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

The University of Mississippi requests approval to renew its contract for professional legal services with the law firm of Brunini, Grantham, Grower & Hewes, PLLC for the provision of legal advice and counsel on general construction matters, including but not limited to legal and regulatory issues related to construction management advisor and construction manager at risk project delivery methods, contract preparation, negotiations, litigation, internal reviews, bid protests, dispute resolution, claim preparation/evaluation, and other construction matters as assigned. The contract term is one year from July 1, 2022 to June 30, 2023. The hourly rates for partners and associates are $300 and $200, respectively, and $100 for paralegal services, with a maximum amount payable of $75,000. This firm carries professional liability insurance coverage in the amount of $15,000,000 per claim and an annual aggregate of $30,000,000. This request is pending approval of the Attorney General.

STAFF RECOMMENDATION: Pending approval of the Attorney General, Board Staff recommends approval of this item.
3. **UM – APPROVAL TO RENEW CONTRACT WITH MAYO MALLETTE, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for professional legal services with the law firm of Mayo Mallette PLLC as outside counsel to assist the University on real estate, compliance, internal investigations, employment, and other legal matters as assigned. The contract term is one year from July 1, 2022 to June 30, 2023. The hourly rates are $250 for partners, $200 for associates and $100 for paralegal services with a maximum amount payable of $60,000. This firm carries professional liability insurance coverage in the amount of $2,000,000 per claim with an annual aggregate of $2,000,000. This request is pending approval of the Attorney General.

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

4. **UM – APPROVAL TO CONTRACT WITH NELSON MULLINS RILEY & SCARBOROUGH, LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to enter into a contract for professional legal services with the law firm of Nelson Mullins Riley & Scarborough LLP as outside counsel for the provision of legal services in the areas of Title IX risk management and regulatory compliance, including athletic equity advice on the University’s intercollegiate athletics program, and other legal matters as assigned. The contract term is one year from July 1, 2022 to June 30, 2023. The hourly rate is $485 for attorney Daniel Cohen, with a maximum amount payable of $50,000. This firm carries professional liability insurance coverage in the amount of $200 million per claim with an annual aggregate of $400 million. The request is pending approval by the Attorney General.

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

5. **UM – APPROVAL TO CONTRACT WITH SPEIGHTS LAW, LLC AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to enter into a contract for professional services with the law firm of Speights Law, LLC as outside counsel for the provision of legal services in the areas of legal review of contracts and other legal matters as assigned. The contract term is one year from July 1, 2022 to June 30, 2023. The hourly rate is $95 for attorneys 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. The request is pending approval by the Attorney General.
STAFF RECOMMENDATION: Pending approval of the Attorney General, Board Staff recommends approval of this item.

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

The University of Mississippi requests approval to renew its contract for professional legal services with the law firm of Thomas | Horstemeyer LLP for the provision of legal advice and counsel on intellectual property matters, including patent prosecution, trademarks, IP related litigation, licensing, copyrights, transactions, and applications, filings, and submissions specified in Appendix A attached to the contract. The hourly rates range from $225 to $446 for attorneys with a maximum amount payable of $250,000. T|H will also handle certain transactional IP matters for a flat fee based on category of services, at an additional savings to the University. That fee schedule is set out below and attached to the Contract as Appendix A. The contract term is one year from July 1, 2022, to June 30, 2023. This firm carries professional liability insurance coverage in the amount of $5,000,000 per claim with an annual aggregate of $5,000,000. This request is pending approval with the Attorney General.

Appendix A

RATES
PREPARATION, FILING AND PROSECUTION OF U.S. PATENT APPLICATIONS

<table>
<thead>
<tr>
<th>Provisional Applications</th>
<th>Includes, where applicable:</th>
</tr>
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<tbody>
<tr>
<td>Cover Sheet Provisional Application $500</td>
<td>preparation of transmittal papers</td>
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<tr>
<td></td>
<td>review of application text provided to the Firm</td>
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<td></td>
<td>filing of application</td>
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<tr>
<td></td>
<td>include 1 or 2 broad claims to broaden the scope of the disclosure</td>
</tr>
<tr>
<td>Category 1 $1500</td>
<td>preparation of transmittal papers and application text incorporating the invention disclosure</td>
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<tr>
<td></td>
<td>paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application</td>
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<tr>
<td></td>
<td>one revision by the inventor</td>
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<tr>
<td></td>
<td>informal figures</td>
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<tr>
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<td>filing of application</td>
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<tr>
<td>Category 2 $3000</td>
<td>preparation of transmittal papers and application text incorporating the invention disclosure</td>
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<tr>
<td></td>
<td>paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application</td>
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<tr>
<td></td>
<td>one revision by the inventor</td>
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<tr>
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<td>informal figures</td>
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<tr>
<td></td>
<td>filing of application</td>
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<td>one or more revisions by the inventor</td>
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</table>
### Category 3
**$5000**
In addition to the substantive information, the application has the look and feel of a non-provisional application so it can be used for marketing purposes filing of application.
- The figures may not be formal
- Preparation of transmittal papers and application text incorporating the invention disclosure
- Paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application
- One revision by the inventor
- Informal figures
- Filing of application
- One or more revisions by the inventor
- More complete claim set

In addition to the substantive information, the application has the look and feel of a non-provisional application so it can be used for marketing purposes filing of application.

### Category 4
**$7500**
Includes, where applicable:
- Preparation of transmittal papers and application text incorporating the invention disclosure
- Paragraphs containing a reasonable explanation of the invention and various embodiments as well as one or more claim sets filing of application
- One revision by the inventor
- Informal figures
- Filing of application
- One or more revisions by the inventor
- More complete claim set
- Full claims sets
- Multiple revisions by the inventor

Category 4 applications may be filed as a non-provisional application with limited effort if the invention is not changed. In addition to the substantive information, the application has the look and feel of a non-provisional application so it can be used for marketing purposes filing of application.

### U.S. Utility or PCT Patent Application

#### Category 1
**$1000**
Includes, where applicable:
- Conversion of provisional application limited to formal issues
- Review by the inventor
- Simple inventorship determination
- Preparation of transmittal papers
- Filing of applications

#### Category 2
**$3500**
Includes, where applicable:
- Additional emphasis on claims and other formal issues
- Review by the inventor
- Simple inventorship determination
- Preparation of transmittal papers
- Filing of applications

#### Category 3
Includes, where applicable:
<table>
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<tr>
<th>Category</th>
<th>Cost</th>
<th>Description</th>
</tr>
</thead>
</table>
| $5500     |       | - additional emphasis on claims and other formal issues  
|           |       | - review by the inventor  
|           |       | - simple inventorship determination  
|           |       | - preparation of transmittal papers  
|           |       | - filing of application  
|           |       | - additional detail and claims  
|           |       | - one or more revisions by the inventor  
|           |       | - inventor interview  
|           |       | - more complete claim set  |

| Category 4 | $8000 | Includes, where applicable:  
|           |       | - additional emphasis on claims and other formal issues  
|           |       | - review by the inventor  
|           |       | - simple inventorship determination  
|           |       | - preparation of transmittal papers  
|           |       | - filing of application  
|           |       | - additional detail and claims  
|           |       | - one or more revisions by the inventor  
|           |       | - inventor interview  
|           |       | - more complete claim set  
|           |       | - full claim sets towards multiple embodiments  
|           |       | - multiple revisions by the inventor  
|           |       | - longer applications  
|           |       | - numerous figures  |

| Category 5 | $10,000 | Including, where applicable:  
|           |       | - additional emphasis on claims and other formal issues  
|           |       | - review by the inventor  
|           |       | - simple inventorship determination  
|           |       | - preparation of transmittal papers  
|           |       | - filing of application  
|           |       | - additional detail and claims  
|           |       | - one or more revisions by the inventor  
|           |       | - inventor interview  
|           |       | - more complete claim set  
|           |       | - full claim sets towards multiple embodiments  
|           |       | - multiple revisions by the inventor  
|           |       | - longer applications  
|           |       | - numerous figures  
|           |       | - exceptionally complex technology  
|           |       | - long cases (greater than 75 pages)  
|           |       | - the inventor is difficult to interact with or provides little input  
|           |       | - various other documented complexities  |

**Patent Prosecution**  
**Response to Restriction Requirement**

| Category 1 | $300 | Includes, where applicable:  
|           |       | - preparing, filing and reporting response to simple restriction requirement indicating election without traversal  |

| Category 2 | $700 | Includes, where applicable:  
|           |       | - preparing, filing and reporting response to restriction requirement with group election and simple traversal  |
### Category 3
**$1500**
Includes, where applicable:
- preparing, filing and reporting response to election of species with indication of applicable claims

### Response to Office Action/Appeal Brief
The Parties will mutually agree upon the billing category of a response to office action or appeal brief before work on response or brief is authorized

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<td>- developing strategy for response</td>
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<td></td>
<td></td>
<td>- preparing, filing and reporting response or appeal brief</td>
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<td>- developing strategy for response</td>
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<td>- filing and reporting declaration</td>
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### Filing Notice of Appeal
**$100**
Includes, where applicable:
- preparing, filing and reporting notice of appeal
- review and analysis of office action and cited publications

### Additional Filings or Reports

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<td>- preparation of transmittal papers and application including priority claim</td>
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<td>- preliminary amendment with new or restricted claims</td>
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<td>- preparation of transmittal papers and application including priority claim</td>
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<td>Service Description</td>
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<td>Continuation-in-part Patent Application</td>
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<td>Request for Continued Examination</td>
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<td>Notice of Allowance and Issue Fee Payment</td>
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<td>Report office Action/other Reporting</td>
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<td>Review/Correction of Patent Term Adjustment</td>
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<tr>
<td>Assignee analysis</td>
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### Additional Attorney Analysis

Additional Attorney Analysis

- The Parties will mutually agree upon the cost of inventorship analysis before authorization to begin work based on the information for the application.
- The Parties will mutually agree upon the cost of assignee analysis before authorization to begin work based on the information for the application.
Not to exceed $2000

Prior art search or patentability analysis

The Parties will mutually agree upon the cost of search or patentability analysis before authorization to begin work based on the goals for the application.

Not to exceed $2500

Fees for a third-party search firm, if applicable, will be mutually agreed upon before authorization to begin the search.

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

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

The University of Mississippi requests permission to renew its contract for professional legal services with the law firm of Ware | Immigration as outside counsel to provide services as needed regarding immigration matters, including but not limited to the preparation of labor certification applications on behalf of the University for its employees who seek permanent residence status. The contract term is one year from July 1, 2022 to June 30, 2023. The Schedule of Legal Fees is set out below with a maximum amount payable of $100,000. All services not included in the fee schedule attached to the contract for legal services will be provided at the following hourly rates:

- David Ware: $350
- Other Partners: $250
- Associates: $175
- Paralegals: $100

This request is pending approval by the Attorney General.

Schedule of Legal Fees for Academia

- Nonimmigrant Petitions and Processes
  - H-1B petition: $2250.00*
  - H-1B extension or amendment petitions (we handled original petition): $2250.00*
  - H-1B withdrawal: $200.00
  - H-4 EAD (Employee may pay): $750.00
  - *additional legal fee of up to $2,500 may apply for substantive requests for evidence

- TN petition or border/consulate processing: $2250.00
- TN extension petition (we handled original): $2250.00

- E-3 petition or consular processing: $2250.00
<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-3 extension petition (we handled original)</td>
<td>$2250.00</td>
</tr>
<tr>
<td>O-1 petition</td>
<td>$7000.00</td>
</tr>
<tr>
<td>O-1 extension or amendment petition (we handled original)</td>
<td>$4000.00</td>
</tr>
<tr>
<td>J-1 waiver (IGA or hardship)</td>
<td>$7000.00</td>
</tr>
<tr>
<td>J-1 waiver (Conrad)</td>
<td>$7000.00</td>
</tr>
<tr>
<td>J-1 waiver (no objection)</td>
<td>$1500.00</td>
</tr>
<tr>
<td>I-539 Fee for Dependents (Employee may pay)</td>
<td>$1000.00</td>
</tr>
<tr>
<td><strong>Permanent Residence Process with Labor Certification: Faculty</strong></td>
<td></td>
</tr>
<tr>
<td>Special Handling labor certification</td>
<td>$3000.00</td>
</tr>
<tr>
<td>(If position must be readvertised)</td>
<td>$2500.00</td>
</tr>
<tr>
<td>Additional fee if audited</td>
<td>$1500-2500.00</td>
</tr>
<tr>
<td>Immigrant petition (I 140)</td>
<td>$2500.00</td>
</tr>
<tr>
<td><strong>Permanent Residence Process with Labor Certification: Non-Faculty</strong></td>
<td></td>
</tr>
<tr>
<td>Labor certification</td>
<td>$6000.00</td>
</tr>
<tr>
<td>Additional fee if audited</td>
<td>$1500-2500.00</td>
</tr>
<tr>
<td>Additional fee if subject to supervised recruitment</td>
<td>$3000.00</td>
</tr>
<tr>
<td>Immigrant petition</td>
<td>$2500.00</td>
</tr>
<tr>
<td><strong>Permanent Residence Process: Outstanding Professors and Researchers</strong></td>
<td></td>
</tr>
<tr>
<td>Immigrant petition</td>
<td>$7000.00</td>
</tr>
<tr>
<td><strong>Permanent Residence Process: National Interest Waiver</strong></td>
<td></td>
</tr>
<tr>
<td>Immigrant petition</td>
<td>$7000.00</td>
</tr>
<tr>
<td>NIW or OP/OR RFE or NOID: case by case determination up to</td>
<td>$2500.00</td>
</tr>
<tr>
<td><strong>Adjustment of Status (any Employment-Based Permanent Residence Matter)</strong></td>
<td></td>
</tr>
<tr>
<td>Adjustment of status (AOS) and related applications (I-765, I-131, etc.), principal</td>
<td>$2500.00</td>
</tr>
<tr>
<td>“Standalone” AOS and related applications, principal</td>
<td>$3000.00</td>
</tr>
<tr>
<td>Adjustment of status and related applications, spouse, if together with principal application and I 140</td>
<td>$1500.00</td>
</tr>
<tr>
<td>Adjustment of status of each child, concurrent with I 140</td>
<td>$1000.00</td>
</tr>
<tr>
<td>“Standalone” adjustment of status, spouse (not concurrent with I-140)</td>
<td>$2000.00</td>
</tr>
<tr>
<td>“Standalone” adjustment of status, child</td>
<td>$2000.00</td>
</tr>
<tr>
<td>Reschedule biometrics appointment</td>
<td>$150.00</td>
</tr>
<tr>
<td>Reschedule adjustment of status interview</td>
<td>$150.00</td>
</tr>
</tbody>
</table>
I 485 J (standalone cases) $1500.00

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

Marriage Based Permanent Residence
Principal Applicant $4000.00
Each child, if any $2500.00

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

8. UMMC – APPROVAL TO CONTRACT WITH GORE, KILPATRICK AND DAMBRINO, PLLC AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract for professional legal services with the law firm of Gore, Kilpatrick and Dambrino, PLLC as outside counsel to attend and provide guidance to UMMC personnel during hearings, depositions and meetings in the Grenada, Mississippi area. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rate is $135 for attorneys with a maximum amount payable of $30,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of $3,000,000 per claim with an annual aggregate of $3,000,000. The request is pending approval by the Attorney General.

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

9. UMMC – APPROVAL TO CONTRACT WITH HOGAN LOVELLS US, LLP AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract for professional legal services with the law firm of Hogan Lovells US, LLP as outside counsel to advise on matters related to healthcare transactions, tax, antitrust, and regulatory matters related to academic medical center strategy and business issues. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rate structure is $950 for the period July 1, 2022, to June 30, 2023; $985 for the period July 1, 2023, to June 30, 2024; and $1,015 for the period July 1, 2024, to June 30, 2025. The maximum amount payable under the full term of this contract is $750,000. This firm carries professional liability insurance coverage in the amount of £20,000,000 per claim with an annual aggregate of £60,000,000. The request is pending approval by the Attorney General.

STAFF RECOMMENDATION: Pending approval of the Attorney General, Board Staff recommends approval of this item.
10. **UMMC – APPROVAL TO CONTRACT WITH MAYO MALLETTE, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to enter into a contract for professional legal services with the law firm of Mayo Mallette, PLLC as outside counsel to assist and advise on academic and personnel issues including but not limited to academic and employment related litigation. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rate is $200 for attorneys with a maximum amount payable of $600,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of $2,000,000 per claim with an annual aggregate of $2,000,000. The request is pending approval by the Attorney General.

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

11. **UMMC – APPROVAL TO CONTRACT WITH STITES & HARBISON, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to enter into a contract for professional legal services with the law firm of Stites & Harbison, PLLC as outside counsel for the provision of services necessary in obtaining patents for designs, processes, products and other patentable materials. They will also assist and advise on copyright and tech transfer matters, including license agreements and assignments. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rates range from $360 to $230 for principal and associate attorneys with a maximum amount payable of $450,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of $30,000,000 per claim with an annual aggregate of $60,000,000. The request is pending approval by the Attorney General.

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

12. **UMMC – APPROVAL TO CONTRACT WITH WALKER IMMIGRATION LAW FIRM AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to enter into a contract for professional legal services with the Walker Immigration Law Firm as outside counsel for the provision of services necessary in preparing J-1 waiver applications and employment-based petitions on behalf of UMMC for its incoming and current employees, as well as providing other related services. The contract term is three years from July 1, 2022 to June 30, 2025. The fee schedule is set out below with a maximum amount payable of $450,000 over the full term of the contract. This firm carries professional liability insurance coverage...
in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. The request is pending approval by the Attorney General.

Fee Schedule
J-1 Waiver $3,000.00
J-1 Waiver Transfer $1,500.00
O-1 Petition $3,000.00
Initial Fee (PERM) $2,500.00
Initial Fee (PERM Special Handling) $2,000.00
I-140 $2,000.00
I-485 $2,000.00

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

13. UMMC – APPROVAL TO CONTRACT WITH WATKINS AND EAGER, PLLC AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract for professional legal services with the law firm of Watkins and Eager, PLLC as outside counsel to assist and advise on healthcare regulatory and compliance matters, healthcare administrative hearings, human resources issues, including but not limited to employment related litigation, and commercial and general matters. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rate is $265 for attorneys with a maximum amount payable of $1,500,000 over the full 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 $20,000,000. The request is pending approval by the Attorney General.

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

14. UMMC – APPROVAL TO CONTRACT WITH WORKMAN NYDEGGER AS OUTSIDE COUNSEL

The University of Mississippi Medical Center requests approval to enter into a contract for professional legal services with the law firm of Workman Nydegger as outside counsel for the provision of services necessary for obtaining patents for designs, processes, products and other patentable materials developed in connection with UMMC. In addition, the firm will assist in commercialization activities including license agreements, assignments, tech transfer matters, opinion letters, and spin-off company formation, as well as advise on copyright and trademark issues. The contract term is three years from July 1, 2022 to June 30, 2025. The hourly rates range from $500 to $350 for partners and $280 to $250 for associate attorneys with a maximum amount payable of $150,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of
$25,000,000 per claim with an annual aggregate of $50,000,000. The request is pending approval by the Attorney General.

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

15. **USM – APPROVAL TO CONTRACT WITH CAVES & CAVES, PLLC AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to enter into a contract for professional legal services with the law firm of Caves & Caves, PLLC as outside counsel for the provision of services related to acting as hearing officers for Title IX proceedings at the University. The contract term is two years from July 1, 2022 to June 30, 2024. The hourly rates are $195 for partners and $90 for paralegal services with a maximum amount payable of $40,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $1,000,000. The request is pending approval by the Attorney General.

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

16. **USM – APPROVAL TO CONTRACT WITH COLETTE A. OLDMIXON, P.A. AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to enter into a contract for professional legal services with Colette A. Oldmixon, P.A. as outside counsel for the provision of services related to acting as hearing officers for Title IX proceedings at the University. The contract term is two years from July 1, 2022 to June 30, 2024. The hourly rates are $195 for partners and $90 for paralegal services with a maximum amount payable of $40,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $2,000,000. The request is pending approval by the Attorney General.

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

17. **USM – APPROVAL TO CONTRACT WITH MENDELSOHN DUNLEAVY, PC AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to enter into a contract for professional legal services with the law firm of Mendelsohn Dunleavy, PC as outside counsel for the provision of services in the practice area of intellectual property, specifically to include the preparation and filing of patent applications in the U.S. and other jurisdictions. The contract term is two years from July 1, 2022 to June 30, 2024. The
hourly rates range from $200 to $350 for attorneys and $100 for paralegal services with a maximum amount payable of $80,000 over the full term of the contract. This firm carries professional liability insurance coverage in the amount of $1,000,000 per claim with an annual aggregate of $3,000,000. The request is pending approval by the Attorney General.

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

APPROVAL OF NON-EMPLOYEE IN-STATE LOBBYISTS

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

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

Mississippi State University requests approval of an agreement between the university and Cornerstone Government Affairs, LLC, for assistance in the university’s pursuit of its in-state government affairs and business objectives, including monitoring and lobbying of legislation of interest to MSU during the regular session of the Legislature and other services throughout the year. The term of the agreement is one year from July 1, 2022, through June 30, 2023. The requested contract amount is $50,000 and will be paid with private funds (self-generated funds). The Attorney General’s Office has reviewed the agreement and found same to be compliant with applicable law and Board policy.

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

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, dated July 1, 2022 (hereinafter “Agreement”) is entered into by and between Cornerstone Government Affairs, Inc. (hereinafter “Cornerstone”), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue, SW, 7th Floor, Washington, D.C. 20024, and Mississippi State University (hereinafter “MSU”), with its principal place of business at P.O. Box 6018, Mississippi State, MS 39762 (hereinafter referred to collectively as the “Parties” or individually as “Party”).

WHEREAS, Cornerstone is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities (hereinafter “GR Services”); and
WHEREAS, MSU and Cornerstone desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which Cornerstone will provide GR Services to MSU:

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

1. **Term.** The term of this Agreement shall commence on July 1, 2022 and continue through June 30, 2023 (hereinafter referred to as the “Term”). The Parties may mutually agree in writing to extend the Term.

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

3. **Services by Cornerstone.** During the term, Cornerstone shall provide GR Services to MSU in the state of Mississippi. The precise scope and extent of the GR Services may be amended by mutual agreement of the Parties but generally focus on:
   - Monitoring and lobbying of legislation of interest to MSU during the Regular Session of the Mississippi Legislature; and
   - Providing political counsel and public affairs assistance.

   In performing the GR Services, Cornerstone will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Mississippi Executive Branch, the Mississippi Legislative Branch, independent agencies, and third parties regarding the relevant issues. Cornerstone will also provide other general informational bulletins or updates that MSU reasonably requests.

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

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

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

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

7. Confidentiality. Cornerstone agrees with respect to any written information marked “confidential” or “proprietary” by MSU or information disclosed orally and identified orally as “confidential” or “proprietary” by MSU at the time of disclosure whether or not reduced to writing (hereinafter "Confidential Information"), that Cornerstone will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of MSU. Provided, however, that Confidential Information may be provided by Cornerstone to those of its employees who need such information to enable Cornerstone to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

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

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

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

9. **No Verification by Cornerstone.** It is understood that Cornerstone cannot undertake to verify all facts supplied to it by MSU or related entities or all factual matters included in materials prepared or used by Cornerstone and approved by MSU or related entities. Notwithstanding the foregoing, Cornerstone will advise MSU of any inaccuracies in materials presented to it by MSU.

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

11. **Compliance with Law.** Cornerstone shall be responsible, at its own expense, for complying with any state law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted. Cornerstone shall promptly notify MSU of any notification it receives from any governing authority alleging a potential violation of such laws or regulations including but not limited to any investigation, suspension or notice of termination of any license or registration.

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

13. **Governing Law.** This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving consideration to its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
14. **Availability of Funds.** It is expressly understood and agreed that the obligation of MSU to proceed under this agreement is conditioned upon the availability and receipt of funds by MSU to specifically perform the obligations set forth for MSU under this agreement.

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

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

17. **Employment.** Cornerstone represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp. 2008) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Cornerstone agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Cornerstone further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Cornerstone understands and agrees that any breach of these warranties may subject Cornerstone to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Cornerstone by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Cornerstone would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.”

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

19. **Notice.** All notices and other communications hereunder shall be deemed to have been given when delivered personally or if mailed when deposited in the United States mail or with an express mail carrier, postage prepaid and addressed as follows:
20. **Indemnification.** Cornerstone shall indemnify, defend, and hold harmless the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, MSU, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorneys’ fees, arising out of or caused by Cornerstone’s or its’ partners, principals, officers, agents, employees or representatives actions or inactions. In MSU’s sole discretion, Cornerstone may be allowed to control the defense of any such claim, suit, etc., but in such an event, Cornerstone shall use legal counsel acceptable to MSU. Cornerstone shall be solely responsible for all costs and/or expenses associated with such defense and MSU shall be entitled to participate in said defense. Cornerstone shall not settle any claim, suits, etc., without MSU’s written concurrence, which concurrence MSU shall not unreasonably withhold.

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

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

**Cornerstone Government Affairs, Inc.**

Date: ______________

_____________________
Campbell Kaufman
Principal & Managing Director

**Mississippi State University**

Date: ______________

_____________________
Name: 
Title:
STAFF RECOMMENDATION: Board Staff recommends approval of this item.

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

Mississippi University for Women requests approval of a contract with Corporate Relations Management (CRM) of Canton, Mississippi, to provide in-state lobbying and government relations consulting services. The term of the agreement is one year from July 1, 2022, through June 30, 2023. The contractual flat fee is $30,000 to be paid in monthly installments. The fee will be paid with private funds by the MUW Foundation (self-generated funds). This request is pending approval of Attorney General’s Office.

**Client List:**

Bragg Canna  
Capitol Resources LLC  
Chickasaw Inkana Foundation  
Delta Dental Insurance Company  
Electronic Payments Coalition  
ENOVA  
Foundation Gaming and Entertainment  
General Motors LLC  
Greenwich Biosciences  
Hims & Hers  
Jazz Pharmaceuticals, Inc.  
Memorial Hospital at Gulfport  
Mississippi Cable Telecommunications Association  
Mississippi University for Women  
Pharmaceutical Research and Manufacturers of America  
RAI Services Company  
Vision Research Corporation

**Government Relations Service Agreement with Mississippi University for Women for Fiscal Year 2023**

Corporate Relations Management, a general partnership duly organized under the laws of the State of Mississippi, and doing business as Corporate Relations Management (hereafter referred to as “CRM”), with its place of business at 14 Montgomery Lane, Canton, Mississippi 39046, does contract with Mississippi University for Women (hereafter referred to as “THE W”) and the Mississippi University for Women Foundation (hereafter referred to as “THE W FOUNDATION”), whose principal office is W-1600, Columbus, Mississippi 39701, to provide consultant services for the period of twelve (12) months, commencing on July 1, 2022, or upon approval of the IHL Board, until June 30,
2023. This contract may be modified or extended by mutual agreement of the parties hereto.

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

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

**PAYMENT:** As consideration for performance of this contract, THE W FOUNDATION agrees to pay CRM for services rendered as follows: A contractual flat fee of Thirty Thousand Dollars ($30,000.00) for fiscal year 2023, as services are provided. These payments shall be divided into monthly installments and invoiced to THE W. Payment will be made within 45 days to CRM from private funds provided by THE W Foundation.

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

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

**CLIENT LIST:** CRM represents that its Client list for 2022 was: Bragg Canna, Capitol Resources LLC, Chickasaw Inkana Foundation, Delta Dental Insurance Company, Electronic Payments Coalition, ENOVA, Foundation Gaming and Entertainment, General Motors LLC, Greenwich Biosciences, Hims & Hers, Jazz Pharmaceuticals, Inc., Memorial Hospital at Gulfport, Mississippi Cable Telecommunications Association, Mississippi University for Women, Pharmaceutical Research and Manufacturers of America, RAI Services Company, and Vision Research Corporation.

**EMPLOYMENT:** CRM represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-111-1, et seq. of the Mississippi Code Annotated, and will register and participate in the status verification system for all
newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CRM agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. CRM further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CRM understands and agrees that any breach of these warranties may subject CRM to the following: (a) termination of this Agreement and ineligibility for a state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CRM by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CRM would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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

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

APPLICABLE LAW: This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions. Any litigation with respect thereto shall be brought in courts of this State. CRM shall comply with all applicable federal, state, and local laws and regulations.

INSURANCE: Throughout the terms of this Agreement, CRM will maintain professional liability insurance and will provide proof of same to MUW upon request.

This agreement contains the entire understanding between the parties. It may be changed only by written agreement signed by the parties.
IN WITNESS HEREOF, THE W, THE W FOUNDATION, and CRM have executed this contract as of the _____ day of _____________________, 2022.

MISSISSIPPI UNIVERSITY FOR WOMEN
By: ______________________________________
    Mississippi University for Women, President

MISSISSIPPI UNIVERSITY FOR WOMEN FOUNDATION
By: ______________________________________
    MUW Foundation, Executive Director

AND

CORPORATE RELATIONS MANAGEMENT
By: ______________________________________
    Corporate Relations Management, Principal

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

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

The University of Southern Mississippi requests approval to continue the agreement with Capitol Resources LLC, in Jackson, MS, to provide state lobbying and government relations and consulting services in Mississippi from July 1, 2022 through June 30, 2023. Capitol Resources will be compensated in the amount of $48,000 annually, payable in monthly installments of $4,000 per month, plus reasonable reimbursement of travel expenses, funded by self-generated funds. The Attorney General’s Office has reviewed the agreement and found same to be compliant with applicable law and Board policy.

Client List:

American Congress of Obstetricians & Gynecologists, MS Section
Armor Health
Association of Equipment Manufacturers
Amplify Education, Inc.
BankPlus
MGM/Beau Rivage Resorts/Gold Strike
Cambria Solutions
CDW LLC
Centene Corporation d/b/a The Magnolia Health Plan
CF Industries
Comcast Cable
Community Health Center Association of Mississippi
Diamondhead Water and Sewer District
Dickerson Petroleum, Inc.
eHawk
Equifax, Inc.
Ergon, Inc.
Plus Communications/FP1 Strategies, LLC
Gainwell Technologies
Gulf States Toyota
HORNE
IGT Global Solutions Corporation
Ingalls Shipbuilding
Intervest Corporation
Kansas City Southern
Kohler Co.
Louisiana Mid-Continent Oil & Gas Association d/b/a MS Petroleum Council
McKesson Corporation
McLane Company, Inc.
MedeAnalytics
Medical Transportation Management Inc.
MedStat EMS
Milliman
Mississippi Chapter – American College of Emergency Physicians
MLU Services
Mockingbird Holdings LLC
MS Academy of Pediatric Dentistry
MS Alliance for Boys and Girls Clubs, Inc.
MS State Board of Medical Licensure
MS Consumer Finance Association
MS Counselors Association
MS Economic Council
MS Economic Development Council
MS Optometric Association
MS Orthopedic Society
MS Physician Care Network
MS Public Broadcasting Foundation
MS State Medical Association
NextEra Energy Resources, LLC
Ochsner Health System
Organon LLC
RAI Services Company
Regional One Health
Sanderson Farms, Inc.
SD USA
Securus Technologies, LLC
Re: University of Southern Mississippi - Governmental Relations - Mississippi July 1, 2022 – June 30, 2023

Dear Dr. Bennett,

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

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

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

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

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

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

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

• Defensive monitoring within a broad spectrum of government agencies

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

• Compliance with all registration and reporting laws

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

• Communications and messaging as appropriate

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

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

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

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

- Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated, and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.

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

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

Capitol Resources will provide state government relations and consulting services in Mississippi to the University of Southern Mississippi for a consulting retainer fee of Forty-Eight Thousand Dollars ($48,000.00) a year, payable in monthly installments of Four Thousand Dollars ($4,000.00) for each month of fiscal year 2023. If the agreement is approved after July the monthly retainer will be adjusted to equal $48,000.00 for the fiscal year. This payment schedule allows us to provide USM our comprehensive state government relations services. Our total fee includes all of the consulting and lobbying services routinely provided by Capitol Resources, LLC, to manage and implement your objectives. It is our understanding that the fee does not include any extraordinary expenses such as travel, and that we will seek your approval prior to incurring any of these types of expenses.

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

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

Sincerely,
CAPITOL RESOURCES, LLC
Clare L. Hester
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On behalf of the University of Southern Mississippi, I accept the terms set forth in this letter.

BY: __________________________

POSITION: ______________________

DATE: _______________________

STAFF RECOMMENDATION: Board Staff recommends approval of this item.
APPROVAL OF NON-EMPLOYEE OUT-OF-STATE LOBBYISTS

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

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

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

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

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

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

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

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

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

**STAFF RECOMMENDATION:** Board staff recommends approval of this item.
APPROVAL OF LEGISLATIVE LIAISONS

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

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

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

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

25. **ASU – APPROVAL OF MARCUS D. WARD AS LEGISLATIVE LIAISON**

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

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

26. **DSU – APPROVAL OF DR. RICK MUNROE AS LEGISLATIVE LIAISON**

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

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

27. **JSU – APPROVAL OF JACQUELINE ANDERSON-WOODS AS LEGISLATIVE LIAISON**

   Jackson State University requests approval of Jacqueline Anderson-Woods as its legislative liaison.

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

28. **MSU – APPROVAL OF LEE WEISKOPF AS LEGISLATIVE LIAISON**

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

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

29. **MUW – APPROVAL OF KAREN CLAY AS LEGISLATIVE LIAISON**

   Mississippi University for Women requests approval of Karen Clay as a legislative liaison.
STAFF RECOMMENDATION: Board staff recommends approval of this item.

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

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

STAFF RECOMMENDATION: Board staff recommends approval of this item.

31. MVSU – APPROVAL OF DAMEON SHAW AS LEGISLATIVE LIAISON

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

STAFF RECOMMENDATION: Board staff recommends approval of this item.

32. UM – APPROVAL OF PERRY SANSING AS LEGISLATIVE LIAISON

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

STAFF RECOMMENDATION: Board staff recommends approval of this item.

33. UMMC - APPROVAL OF KRISTY SIMMS AS LEGISLATIVE LIAISON

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

STAFF RECOMMENDATION: Board staff recommends approval of this item.

34. UMMC - APPROVAL OF ANNA MOAK SPARKS AS LEGISLATIVE LIAISON

The University of Mississippi Medical Center requests approval of Anna Moak Sparks as one of its legislative liaisons.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

35. USM – APPROVAL OF CHAD DRISKELL AS LEGISLATIVE LIAISON

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

STAFF RECOMMENDATION: Board Staff recommends approval of this item.
36. **SYSTEM – APPROVAL OF DR. ALFRED RANKINS, JR. AS LEGISLATIVE LIAISON**

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

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

37. **SYSTEM – APPROVAL OF KIM GALLASPY AS LEGISLATIVE LIAISON**

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

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

1. Employment

Delta State University
Elizabeth Belenchia; rehired retiree; part-time Instructor in Teacher Education, Leadership, and Research; salary $35,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2022

Diana Ezell; rehired retiree; part-time Instructor in Teacher Education, Leadership and Research and Coordinator of Educational Administration Programs; salary $45,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2022

Beverly Johnston; rehired retiree; Adjunct Instructor in Teacher Education, Leadership, and Research; salary $25,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2022

Maud Kuykendall; rehired retiree; Adjunct Instructor in Teacher Education, Leadership, and Research; salary $30,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2022

Kathleen Lott; rehired retiree; Advisor and Coordinator of Educational Administration and Supervision and part-time Instructor in Teacher Education, Leadership, and Research; salary $29,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2022

Peter Rocconi; rehired retiree, Cabling Specialist; salary $25,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2022

Dianne Thomas; rehired retiree; Adjunct Instructor in Teacher Education, Leadership, and Research; salary $20,000 per annum, pro rata; Fund 10 funds; 12-month contract; effective July 1, 2022

Kent Wyatt; rehired retiree; President Emeritus; salary $59,000 per annum; Fund 10 funds; 12-month contract; effective July 1, 2022

University of Southern Mississippi
Randall J. Langston; Senior Associate Vice President for Enrollment Management; salary $195,000 per annum, pro rata; E&G Funds; 12-month contract; effective July 1, 2022
2. **Change of Status**

**University of Mississippi**

Virginia Chavis; *from* Acting Associate Provost and Professor of Art; salary of $99,176 per annum; pro rata; E&G Funds; *to* Associate Provost and Professor of Art; salary of $215,000 per annum; pro rata; E&G Funds; 12-month contract; effective June 24, 2022

Ethel Scurlock; *from* Interim Dean of the Sally McDonnell Barksdale Honors College, Senior Fellow of the Luckyday Residential College, and Associate Professor of English and African American Studies; salary of $142,553 per annum; pro rata; E&G Funds; *to* Dean of the Sally McDonnell Barksdale Honors College and Associate Professor of English and African American Studies; salary of $225,000 per annum; pro rata; E&G Funds; 12-month contract; effective June 24, 2022

Jennifer Simmons; *from* Assistant Dean for Student Services; salary of $83,026 per annum; pro rata; E&G Funds; *to* Assistant Provost; salary of $160,000 per annum; pro rata; E&G Funds; 12-month contract; effective June 24, 2022

3. **Sabbatical**

**Mississippi State University**

**FROM:** 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

*Originally approved by IHL Board February 17, 2022*

**CORRECTED:** 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 December 31, 2022; professional development

**University of Mississippi**

**FROM:** 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.)

*Originally approved by IHL Board February 17, 2022*

**TO:** Likun Zhang; Assistant Professor of Physics and Astronomy; *from* salary $73,540 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.)
1. SYSTEM – REQUESTS TO ADD NEW ACADEMIC DEGREE PROGRAMS

Board Policy 502: New Academic Programs and Units states: “Requests to establish new degree programs, colleges, schools, departments, institutes, and centers will be considered by the Board on a schedule and in accordance with guidelines and procedures to be determined by the Commissioner after consultation with the Institutional Executive Officers.”

In accordance with Board Policy 502, Jackson State University, University of Mississippi, and the University of Southern Mississippi request to establish new academic degree programs.

A. JSU – Master of Science (MS) in Elementary and Special Education

- **CIP code:** 13.9999
- **Total credit hours:** 36
- **Effective date:** August 2022
- **Incremental, five-year cost of implementation:** $0 (funding provided by the MS Residency grant program)
- **Potential five-year, new revenue:** $2,660,850

**Unit where academic program will be housed:** College of Education & Human Development, Department of Elementary & Early Childhood Education

**Number of students expected to enroll in first five years:** 135

**Number of students expected to graduate in first five years:** 135

**Program description:** The Jackson State University College of Education & Human Development has been awarded a Mississippi Teacher Residency grant through which the Jackson Public Schools, Choctaw County Schools, and Canton Public Schools Districts in collaboration with Jackson State University will strengthen and expand current teacher pathways to complete their graduate degree and achieve Mississippi Teacher Certification. Through the JSU ESED Program Model (which combines coursework and job-embedded training), JSU will prepare diverse and effective teachers in critical shortage areas that serve low-income children, racial/ethnic minorities, and children with disabilities disproportionately impacted by COVID-19. Through established partnerships, the program will address the critical shortage of graduate-level certified elementary and special education teachers; and diversify the teacher pipeline so that all students have well-prepared and appropriately licensed teachers. This degree program will provide a path to teaching for individuals who hold a bachelor’s degree but have not previously earned certification to teach.
State supply and demand: According to the Mississippi Department of Education, during the 2020-21 school year there were 3,036 certified teacher vacancies in Mississippi: 958 in elementary, 543 in middle school, 822 in high school, and 654 K-12 positions.

Average wages: The February 2022 state superintendent report lists the average classroom teacher salary at just north of $46,000. Because students graduating from this program will enter the teacher pay scale at the AA level, their lifetime earning potential will be higher than if pursuing licensure at the bachelor’s level.

B. JSU – Master of Social Science (MSS)

CIP code: 45.0101
Total credit hours: 30
Effective date: August 2022
Incremental, five-year cost of implementation: $41,000
Potential five-year, new revenue: $698,750

Unit where academic program will be housed: College of Liberal Arts, Department of Criminal Justice and Sociology

Number of students expected to enroll in first five years: 10
Number of students expected to graduate in first five years: 35

Institution(s) offering similar program(s): None

Program description: The Master of Social Science is designed for individuals who desire to take an interdisciplinary approach to studying a problem or expanding their knowledge of social sciences. The degree program is designed to provide the theoretical knowledge, foundational research methods, and to emphasize the critical and analytical thinking skills that graduates need to become informed and socially conscious members of the workforce such as historical consciousness, social science inquiry, diversity, and social values. Given the program's emphasis on critical and analytical thinking, upon the completion of this program, graduates are well positioned to expand their graduate studies in other areas.

National and state supply and demand: Those holding a graduate degree in social sciences can gain employment in many fields including government, education, and serving as an economist, sociologist, criminology, and political scientist. According to the Occupational Outlook Handbook published by the U.S Bureau of Labor Statistics, growth is projected in many social science fields between 2019 and 2029. For example, the BLS projects 13% job growth for social workers and 17% job growth for social and human service assistants. Additionally, the BLS projects 14% job growth for economists.

Average wages: These fields also reported competitive median annual salaries in May 2020, including $125,350 for political scientists and $108,350 for economists.
C. JSU – Bachelor of Science (BS) in Public Health

*CIP code:* 56.2201  
*Total credit hours:* 122  
*Effective date:* August 2022  
*Incremental, five-year cost of implementation:* $487,500  
*Potential five-year, new revenue:* $1,819,400

*Unit where academic program will be housed:* College of Health Sciences, Department of Health Policy & Management  
*Number of students expected to enroll in first five years:* 220  
*Number of students expected to graduate in first five years:* 90

*Institution(s) offering similar program(s):* Mississippi University for Women, University of Mississippi, and University of Southern Mississippi

*Program description:* The Bachelor of Science (BS) in Public Health degree will provide a sound theoretical and practical education for public health practitioners. This program also will prepare students to enter the workforce in a number of jobs that fall under the public health umbrella, most include a focus on disease prevention and the promotion and protection of the health of a community either through education or policy advocacy. As part of the Public Health curriculum, students will have direct field experiences designed to prepare them for entry-level practice and supervisory positions in a range of public health organizations. The program reflects the GEER funds project between JSU and Mississippi College.

*National and state supply and demand:* The U.S. Bureau of Labor Statistics has predicted that employment of Public Health Services Managers to grow by 18% over the next several years. They also project an 11% growth in the role of Health Educators and Community Health Workers - much faster than other occupations (5%). Additionally, employment of medical and health services managers is projected to grow 32 percent from 2020 to 2030, much faster than the average for all occupations. Hence, it is obvious that a career in the ever-growing field of public health and health care is one that will present plenty of opportunities in for career growth and development in the future.

*Average wages:* The average annual pay for some Public Health professional jobs in Mississippi is $63,343 per year, according to ZipRecruiter (2021). While ZipRecruiter is seeing salaries as high as $133,008 and as low as $18,630, the majority of salaries among Public Health Science jobs category currently range between $38,992 (25th percentile) to $74,519 (75th percentile) with top earners (90th percentile) making $104,413 annually in Mississippi.
D. UM – Master of Science (MS) in Dietary Supplement and Medical Cannabis

CIP code: 51.2005  
Total credit hours: 30  
Effective date: January 2023  
Incremental, five-year cost of implementation: $2,509,000  
Potential five-year new revenue: $4,893,750

Unit where academic program will be housed: Department of BioMolecular Sciences

Number of students expected to enroll in first five years: 250  
Number of students expected to graduate in first five years: 200

Institution(s) offering similar program(s): None

Program description: The Department of Biomolecular Sciences at the University of Mississippi is proposing a Master of Science degree in Dietary Supplements and Medical Cannabis. The program, to be delivered in an online format, is designed to meet the needs of constraints by geographic location and employment responsibilities. The prospective students will include: 1) working professionals in the dietary supplements, nutraceuticals, and natural products industries, 2) working professionals in the medical cannabis industry, and 3) individuals seeking a Master of Science for employment opportunities. This program is designed for students who are interested in roles in research and development, scientific and analytical roles, or policy roles.

National and state supply and demand: UM contracted with Hanover to conduct a market analysis report in December 2020. They assessed demand for a master's degree in dietary supplements and cannabis, specifically highlighting demand trends across the country. The Hanover market analysis report indicated that roles in dietary supplements, natural products, and pharmaceutical chemistry are expected to grow faster than the economy as a whole, signaling a promising job outlook for these professionals. The employment growth in natural products and pharmaceutical chemistry is 10.4% in the state, 15.5% regionally, and 8.4% nationally. The overall employment growth for all occupations in the state is 5.2%, thus the growth in the area of dietary supplements and cannabis is significantly more and provides support that it is a strong labor market.

Average wages: The projected employment in the state in 2026 in this area is 6,880, which is a 10.4% increase from 2016. The projected employment in the region in 2026 in this area is 240,550, which is a 15.5% increase from 2016. And the projected employment nationally in this area is 1,191,200, which is an 8.4% increase from 2016. This 8.4% increase in this area is greater than the overall employment growth of all occupations which is 5.2%. In the state, it is projected that in natural products and pharmaceutical chemistry there are 530 annual openings. Nationally, there are 181,300 openings. This master's program will provide
opportunities for employees to receive their master's and therefore stand out in the market and be competitive for these open positions.

E. USM – Bachelor of Applied Science (BAS) in Cybersecurity

*CIP code:* 11.1003  
*Total credit hours:* 120  
*Effective date:* August 2022  
*Incremental, five-year cost of implementation:* $1,128,600  
*Potential five-year, new revenue:* $1,790,776

*Unit where academic program will be housed:* College of Arts & Sciences, School of Computing Sciences and Computer Engineering  
*Number of students expected to enroll in first five years:* 215  
*Number of students expected to graduate in first five years:* 160

*Institution(s) offering similar program(s):* Mississippi State University offers a BAS degree with an emphasis in cybersecurity.

*Program description:* The Bachelor of Applied Science (BAS) degree in Cybersecurity provides opportunity to transfer up to 60 hours of technical credit earned at a community college to a 4-year degree program in a growing technical field. Those completing this degree program will gain skills through coursework offered across the computer science and information technology programs that prepare learners for career growth in cybersecurity defense risk assessment, and countermeasures designed to protect against cyber threats. The BAS provides an online option for existing employees with 2-year degrees to upskill to cybersecurity skillsets. In addition to providing a pathway for learners already in the technical workforce who want to increase their earning power, the USM BAS in Cybersecurity pathway will provide opportunity for community college AAS graduates to go into the workforce AND work on a 4-year degree online, providing opportunity for higher wage jobs such as leadership or advanced technical roles at their current employer. Those AAS graduates have the option of entering the BAS program full time as well. Further, with USM’s existing relationships with Camp Shelby and Keesler AFB, the BAS in Cybersecurity will provide a pathway for those who are serving or have served in the US military who have completed vocational training in United States Armed Services Schools and other colleges.

*National and state supply and demand:* According to the ISC2 Cybersecurity Workforce Study 2021, the global cybersecurity workforce needs to grow 65% to effectively defend organizations' critical assets. ISC2’s research also indicates that 48% of cybersecurity stakeholders place much emphasis on the development of existing staff to close the cybersecurity skills gap.

STAFF RECOMMENDATION: Board staff recommends approval of item 1.

2. SYSTEM – REQUESTS TO ADD NEW CENTERS
   In accordance with Board policy 502 and the approved Academic Guidelines for establishing and modifying institutes and centers, Jackson State University and the University of Southern Mississippi request approval for the creation of new centers.

   A. JSU - Center Title: Bob Owens Pre-Law Center
      Unit Location: College of Liberal Arts
      Scope: Limited Scope and Outreach
      Type: Type 1 (Academic, Teaching, or Research)
      Effective Date: August 2022
      Total number of current faculty/Total number of new faculty: 3/1
      Total number of current staff/Total number of new staff: 1/1
      Anticipated annual cost: $36,240

      Purpose: The Bob Owens Pre-Law Center will serve as an experiential, interdisciplinary boost to ensure that a student is well prepared for the LSAT exam and the rigors of law school. The Center is committed to the implementation of preparatory programs, special projects, events, and co-curricular activities developed to support, inform, and nurture students with a demonstrated interest in pursuing a career in law. The opportunities and initiatives of the Center serve as a supplement to students' core liberal arts studies, offering students (1) a systematic process of pre-law advising; (2) workshops to sharpen analytical thinking, critical reading, oral communication, writing, and research skills; and (3) practical experience to give students exposure and insight into the practice of law.

   B. USM - Center Title: Center for Human Trafficking Research and Training (CHRT)
      Unit Location: School of Social Work
      Scope: Limited Scope and Outreach
      Type: Type 1 (Academic, Teaching, or Research)
      Effective Date: August 2022
      Total number of current faculty/Total number of new faculty: 2/0
Total number of current staff/Total number of new staff: 0/1 (1 FTE graduate student will be dedicated to this project funded through the School of Social Work for the first year. Beyond that, additional staff will be funded through grant-funded projects.

Anticipated annual cost: $140,000
Funding will come from state agencies and/or grant awards developed by affiliated faculty. The state will incur no additional costs.

Purpose: The mission of CHRT is based on the state's need for empirically sound data collection and analysis, and the need for evidence-based training and increased awareness of human trafficking activities in Mississippi. CHRT is designed as an interdisciplinary collaboration of researchers, trafficking survivors, and students. We seek to collect, analyze, and evaluate human trafficking data from Mississippi's state and local agencies and provide evidence-based education and training to agency personnel for the accelerated development of Mississippi's anti-human trafficking policies, legislation, protocols, and victim services.

STAFF RECOMMENDATION: Board staff recommends approval of item 2.
1. SYSTEM – REQUEST FOR APPROVAL OF FISCAL YEAR 2023 OPERATING BUDGETS

Approval is requested for the fiscal year ending 2023 Operating Budgets for the system. These proposed budgets will be provided to the Board under separate cover.

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

- Fiscal Year 2022 – 2023 Ayers Budgets,
- Fiscal Year 2022 – 2023 Athletic Budgets, and
- Fiscal Year 2022 – 2023 E&G Scholarships, Fellowships & Tuition Waivers.

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

2. SYSTEM – REQUEST FOR APPROVAL OF FISCAL YEAR 2024 PROPOSED FUNDING PRIORITIES

Proposed funding priorities are required for the 2024 Legislative Budget Request (LBR). The proposed funding priorities will be presented under a separate cover.

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

3. UMMC – REQUEST FOR APPROVAL TO ADD FUNDS TO SALES, LICENSE, AND SERVICE AGREEMENT WITH INTUITIVE SURGICAL, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval for additional funding for its Sales, License, and Service Agreement with Intuitive Surgical, Inc. (Intuitive). Under the agreement, UMMC purchased the da Vinci® Xi Dual Console Surgical System (da Vinci Xi), a piece of robotic equipment that performs precise, minimally invasive surgical procedures. The purchase included the da Vinci Xi, instrumentation, accessories, software license and documentation needed to operate the system, service and maintenance, training, and the trade in of equipment previously owned by UMMC. Additionally, UMMC renewals its request to permission to
add and remove instruments and accessories from the agreement without seeking prior Board approval as long as adequate funds are available. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods and Services, UMMC also renews its request for a waiver to allow prepayment of service on an annual basis.

Contractor’s Legal Name: Intuitive Surgical, Inc.

History of Contract: On April 16, 2020, the Board approved a contract to purchase a new da Vinci Xi system, instrumentation, accessories, software license and documentation needed to operate the system, service and maintenance, training, and the trade in of equipment owned by UMMC. The agreement will expire on May 4, 2025. UMMC has also submitted a request for the lease, service, and delivery of a second da Vinci Xi system. However, the instrumentation and accessories required to operate the leased system will be purchased under the existing 2020 agreement.

Additional funds are needed at this time for the additional purchases of instrumentation and accessories needed to operate the existing UMMC-owned system as well as the proposed leased system. Additionally, the case volume for the existing da Vinci Xi system has been higher than anticipated due to an increase in the number of surgeons performing procedures.

Specific Type of Contract: This is a request to add additional funds to the Sales, License, and Service Agreement.

Purpose: The purpose of the request is to increase the approved funding for the agreement. The purpose of the agreement is to purchase the da Vinci Xi system, a piece of robotic equipment that performs precise, minimally invasive surgical procedures. The purchase included the da Vinci Xi system, instrumentation, accessories, software license and documentation needed to operate the system, service and maintenance, training, and the trade in of equipment owned by UMMC.

Scope of Work: Under the agreement, Intuitive will provide the da Vinci® Xi Dual Console Surgical System, instruments and accessories, license the software and documentation to UMMC, and provide service, training and proctoring services.

Term of Contract: The term of the agreement is unchanged, from May 1, 2020, through five (5) years from the date of acceptance of the equipment, which was May 5, 2020. The agreement will expire May 4, 2025.

Termination Options: Termination options include the following:
- by Intuitive, immediately upon written notice to UMMC, if UMMC does not utilize the system as directed;
by either party if the other party breaches a material term or condition of this agreement and fails to cure the breach following thirty (30) days’ written notice from the non-breaching party;
- by UMMC, upon ninety (90) days’ written notice, after Intuitive has received payment for the system; and
- in the event of a reduction in funds.

Contract Amount: The revised estimated cost over the five (5) year term is $35,750,000. The original estimated cost for the single da Vinci Xi system was $7,550,000. UMMC anticipates the need for an additional $28,200,000 for the remainder of the term for the instrumentation and accessories required for both systems and increased volumes.

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

Contractor Selection Process: UMMC is currently contracted with Intuitive.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

4. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN ORGAN TRANSPLANTATION AGREEMENT WITH MISSISSIPPI ORGAN RECOVERY AGENCY, INC.

Agenda Item Request: The University of Mississippi Medical Center (UMMC) requests approval to enter into an Organ Transplantation Agreement with Mississippi Organ Recovery Agency, Inc. (MORA) to provide organs for transplantation into UMMC patients. Organs provided by MORA include kidney, heart, liver, and pancreas. UMMC’s University Transplant is the only transplant center in the State of Mississippi serving citizens in need of organ transplantation therapy.

Contractor’s Legal Name: Mississippi Organ Recovery Agency, Inc.

History of Contract: On June 15, 2017, the Board approved a five (5) year agreement with MORA for provision of organs for transplantation. The agreement will expire on August 23, 2022.

Specific Type of Contract: This is a new Organ Transplantation Agreement.

Purpose: The purpose of the agreement is to provide organs for transplantation into UMMC patients. Organs provided by MORA include kidney, heart, liver, and pancreas. UMMC’s University Transplant is the only transplant center in the State of Mississippi serving citizens in need of organ transplantation therapy.
Scope of Work: Under the agreement, MORA will:

- provide suitable organs for transplantation upon request;
- make available the organs and reports by the excising physician;
- authorize UMMC to contact the excising physician, Tissue Typing Lab, and MORA personnel to verify any information contained in the reports accompanying the organs;
- employ and supervise qualified personnel to care for the organs while in the custody of MORA;
- use its best efforts to ensure that the reports received by MORA from the excising facility for a particular organ are clearly identified with the organ and are delivered intact to UMMC with the correct organs;
- reperfuse cadaveric organs upon request;
- arrange for transportation and delivery of organs offered to UMMC by other Organ Procurement Organizations (outside of Mississippi);
- arrange for transportation of the organ recovery team, provide personnel and supplies needed for perfusion and packaging of the organ when UMMC desires to recover an organ from an organ donor outside of Mississippi; and
- deliver specimens of tissue and blood to UMMC’s tissue typing lab to retype the organ(s); and
- furnish UMMC any information concerning the acquisition charges made to UMMC which is relevant to determine the allowable reimbursement to UMMC from its intermediary.

Under the agreement, UMMC will:

- examine organs received by MORA and advise MORA if an organ is unacceptable within one (1) hour;
- retype the organ(s) in UMMC’s Tissue Typing Lab prior to transplantation; and
- provide MORA with follow-up reports concerning the transplant recipients.

Term of Contract: The term of the agreement is five (5) years and eight (8) days, from August 24, 2022, through August 31, 2027.

Termination Options: The agreement may be terminated as follows:

- by either party at any time upon ninety (90) days’ prior written notice; and
- immediately upon MORA’s breach of the following warranties and ongoing representations:
  - That its officers, directors and employees have not or are not:
    - excluded from participation for any reason in any federal or state health care program,
be convicted of a crime related to provision of healthcare items,
• been included on the Office of Foreign Assets Control Specialty Designated Nationals and Blocked Persons List; and
• under investigation or otherwise aware of any circumstances which may result in MORA being excluded from participation in a federal or state healthcare program,
  o If MORA is to receive any patient information, that appropriate safeguards are in place to ensure privacy and confidentiality are maintained.

Contract Amount: The estimated total cost of the agreement over the five (5) year term is $54,750,000. Organ Acquisition Charges may vary by 10% above or below the fees set forth in the agreement to ensure compliance with CMS financial standards. Fees are subject to adjustment annually upon prior written notice to UMMC.

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

Contractor Selection Process: MORA is the organ procurement organization designated for this region by United Network for Organ Sharing (UNOS).

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

5. **JSU- REQUEST FOR APPROVAL TO ENTER INTO A MASTER EQUITY LEASE AGREEMENT, A MAINTENANCE AGREEMENT AND A MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT WITH ENTERPRISE FM TRUST AND ENTERPRISE FLEET MANAGEMENT, INC.**

Agenda Item Request: Jackson State University (JSU) requests approval to enter into the following agreements with Enterprise FM Trust and Enterprise Fleet Management, Inc.: 1) a Master Equity Lease Agreement for a customized fleet leasing and management services program; 2) a Maintenance Agreement for the provision of preventative maintenance services for covered fleet vehicles; and 3) a Maintenance Management and Fleet Rental Agreement that establishes specific vehicle maintenance and rental management contract terms and conditions. Pursuant to IHL Policy 707.3 Approval of Prepayments for Goods or Services, JSU also requests a waiver to allow prepayment of monthly leasing fees and maintenance fees.

Contractor’s Legal Name: Enterprise FM Trust (EFM Trust) and Enterprise Fleet Management, Inc. (EFM).
History of Contract: These are new contracts. JSU’s most recent contract with Enterprise FM Trust was executed in 2013, having received approval from the Board of Trustees. Nullification letters will be included with this proposed contract package that will terminate the previous agreements. The nullification process will allow all currently active vehicles in the program to become subject to the new agreement.

Specific Type of Contract: Fleet leasing, management and maintenance agreements.

Purpose: The purpose of the agreements is to enable JSU to lease 87 vehicles via Open-Ended Lease Schedules that will all receive routine preventative maintenance service. The University will phase in replacement of its current lease vehicles and will add additional vehicles to its existing fleet. The new fleet will be used for administrative, maintenance and service purposes for JSU and will consist of the following:

- 12 Choice of Full-Sized Sedan or Compact SUV based on availability
- 15 Full-Sized SUVs
- 6 Full-Sized SUVs with Police Package
- 2 Box Trucks
- 5 Trucks (2500) with ladder rack, retractable cover, and lift gate
- 2 250 Crew Cabs with ladder rack, retractable cover, and lift gate
- 6 Minivans
- 6 Full-Sized 15 Passenger Vans
- 1 Cargo Van
- 11 Vans (features range from electrical, safety, and locksmith packages to one-sided cabinet with steel partitions)
- 2 Two-Seater Carts with Bed
- 4 Mix of Two-Seater and Four-Seater Carts (front and rear facing)
- 4 Four-Seater Carts (front facing only)
- 1 Six-Seater Cart (front facing only)
- 4 Gators with hitches
- 5 Street Legal Carts (police package)

Scope of Work: Enterprise will provide JSU with the following:

- delivery of vehicles to JSU campus
- handling of vehicle registration and licensing processes
- a dedicated, local Account Team for fleet management
- monthly management reports, and
- *a Full Maintenance program for the handling of all preventative maintenance services per
- a prescribed schedule.
Term of Contract: The term of the agreements is five (5) years, July 1, 2022 through June 30, 2027.

Termination Options: This agreement may be terminated for the following reasons:
- reduction of funds
- failure by Enterprise to comply with the federal E-Verify program
- default by JSU upon (30) day notice should Enterprise revoke the Self Insurance Addendum to the Master Equity Lease, or
- either party may terminate the Maintenance Agreement with respect to any or all Covered Vehicles on the last day of any calendar month upon at least sixty (60) days written notice.

Contract Amount: The maximum projected cost for the five (5) year contract term is approximately $4,176,000.00 for lease, maintenance, title and registration expenses.

Funding Source of Contract: The agreement will be funded by E&G funds.

Contractor Selection Process: After consulting with DFA, competitive solicitations were sought through the RFP process and publicly advertised. Proposals were received from Enterprise FM Trust and ACME Auto Leasing, LLC. Enterprise submitted the lower cost proposal and was selected as the vendor.

STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommendation is pending review of information.

6. **UM – REQUEST TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH ADT COMMERCIAL, LLC**

Agenda Item Request: The University of Mississippi Facilities Management Department requests approval to enter into a contract with **ADT Commercial, LLC**.

Contractor’s Legal Name: **ADT Commercial, LLC**

History of Contract: This is a new contract.

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

Purpose: The purpose of this agreement is to provide for inspection, testing, and maintenance of University fire alarm systems per applicable codes and regulations.

Scope of Work: The proposed contract provides for annual inspection and testing of building fire alarm systems for 94 campus facilities on a firm fixed-price basis, with
additional maintenance and repair work performed as requested on a time and materials basis.

**Term of Contract:** The initial term of the contract will be from July 1, 2022 to June 30, 2023. Four optional one-year terms are also part of the agreement. If all options are exercised, the contract end date is June 30, 2027.

**Termination Options:** Either party may terminate the contract for convenience with a 30-day written notice, for non-performance with a 30-day cure period, for force majeure, or in the event that funds associated for payment of this contract become unavailable due to a decrease or change in the legislative appropriation.

**Contract Amount:** This contract is estimated at $175,000 per annum, based on the contractor’s proposed price of $150,453 for the firm fixed-price scope of work and a conservative estimate for the time and materials work. Annual price increases based on the Consumer Price Index will be considered if requested. Using a 9% CPI for annual increases, the total over the potential five-year term is estimated at $1,050,000.

**Funding Source for Contract:** This contract will be funded using educational and general (E&G) funds for academic and administrative buildings, and auxiliary funds for athletics and auxiliary buildings.

**Contractor Selection Process:** This contractor was selected through the University of Mississippi Request for Proposals (RFP) #693. Four proposals were received in response to the RFP. A best-value source selection committee was established and evaluated all submitted proposals based on contractor qualifications, proposed approach to the contract and past performance, firm fixed-price scope of services pricing, and time & materials scope of services pricing. One of the proposals was disqualified for being unresponsive to the RFP. Of the three remaining proposals, ADT Commercial, LLC scored the highest and was determined to be the best value due to having a solid technical proposal as well as the lowest overall pricing.

**STAFF RECOMMENDATION:** Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

7. **SYSTEM – REQUEST FOR APPROVAL TO RENEW AUTO LIABILITY EXCESS INSURANCE WITH GENESIS, A BERKSHIRE HATHAWAY COMPANY**

**Agenda Item Request:** The Mississippi Institutions of Higher Learning’s Executive Office (IHL) requests approval to renew its auto liability excess insurance coverage with **Genesis, a Berkshire Hathaway company.** Our primary auto liability policy is with
Berkley Southeast Insurance Group (Berkley), which has been approved by the Board at a prior meeting.

**Contractor’s Legal Name:** Genesis, a Berkshire Hathaway company.

**History of Contract:** The IHL Self-Insured Tort Plan (Tort Plan) insures against third party tort claims as outlined in the Mississippi Tort Claims Act (§11-46-1, et seq.), which includes automobile liability coverage. To limit its exposure, the IHL Self-Insured Tort Plan currently purchases liability insurance coverage in the amount of $500,000 for in-state coverage and up to $5,000,000 for out-of-state coverage through Berkley and Genesis. The Berkley coverage was approved by the Board to include the 2022-2023 policy year. The excess coverage portion follows the Berkley policy form, but the current Genesis policy did not include a renewal option.

**Specific Type of Contract:** This is a policy of auto liability excess insurance coverage.

**Purpose:** The purpose of the contract is to insure against auto liability for the system.

**Scope of Work:** The insurer will provide auto liability insurance coverage during the policy year in exchange for the payment of premiums.

**Term of Contract:** The policy term will be July 1, 2022, to July 1, 2023.

**Termination Options:** IHL may cancel the policy at any time by providing written notice before the effective termination date. The insurers may cancel upon 30-days advance notice, or upon 10 days advance notice if the reason for termination is the non-payment of premium.

**Contract Amount:** The premium for this excess insurance is approximately $262,762.50 for the 2022-2023 policy. The final premium amounts may fluctuate based upon the number of owned vehicles in university fleets.

**Funding Source for Contract:** The universities are billed directly for their share of the premium.

**Contractor Selection Process:** A competitive RFP process was advertised and conducted in accordance with state law best practices. A broker, Galloway Chandler McKinney, was selected to solicit auto liability quotes for the system. The coverage includes a primary policy of coverage and an excess policy. The excess policy provides $4,000,000 of additional coverage, bringing our total limit to $5,000,000 per occurrence. This vendor offered the lowest quote.
STAFF RECOMMENDATION: Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommends approval of this item.

8. **UMMC – REQUEST FOR APPROVAL TO ENTER INTO A MEDICAL OFFICE BUILDING LEASE WITH MEMORIAL HOSPITAL AT GULFPORT**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a new Medical Office Building Lease (Sublease) with Memorial Hospital at Gulfport (MHG) to sublease approximately 5,440 square feet of clinical space located at 8950 Lorraine Road in Gulfport, Mississippi, for use as a pediatric outpatient clinic. Pursuant to IHL policy 707.03 Approval of Prepayment for Goods or 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-seven (27) month sublease with MHG for the pediatric outpatient clinic space. On April 16, 2020, the Board approved an amendment to extend the term of the agreement for an additional two (2) years, which will expire on June 30, 2022. The property is owned by Mamie Street Properties, LLC and is currently leased to MHG through February 28, 2025, with three (3) optional extension terms of five (5) years each.

**Specific Type of Contract:** This is a new Medical Office Building Lease.

**Purpose:** The purpose of this Sublease is to sublease approximately 5,440 square feet from Memorial Hospital at Gulfport for use as a pediatric outpatient clinic.

**Scope of Work:** Under the Sublease, MHG will:

- Sublease approximately 5,440 square feet of clinical space to UMMC for the remainder of the primary lease term with Mamie Street Properties, LLC;
- Provide the following, which shall be billed to UMMC and paid for as operating expenses:
  - Air conditioning sufficient to cool the premises and heat sufficient to warm the premises to maintain comfortable temperatures in the premises;
  - Provide utilities including hot and cold running water for all restrooms and lavatories, electricity, gas, rubbish collection, and medical waste (sharps collection) disposal;
  - Janitorial service to include soap, paper towels, toilet tissue for public restrooms, and cleaning supplies;
  - Electrical and mechanical maintenance services; and
Maintenance and repairs, such as replacement of light bulbs and air conditioning filters, unclogging of plumbing fixtures, etc.;

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

**Term of Contract:** The term of the agreement is thirty-two (32) months, from July 1, 2022, through February 28, 2025.

**Termination Options:** Termination options include:
- 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:
  - 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; and
  - 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 anticipated cost of the Sublease is $488,790 over the thirty-two (32) month term. UMMC’s base rent will be $11,260.80 per month or $135,129.60 annually with a two and a half percent (2.5%) increase beginning in year two (2), plus an estimated $120,500 in operating expenses over the term of the Sublease. Operating expenses were estimated based on historical cost data and adjusted upward for inflation of 5% in the second year of the Sublease.

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

**Contractor Selection Process:** UMMC has subleased this property from MHG since 2018 and seeks to continue operations at this location in Gulfport. The location is acceptable and agreeable to UMMC for use as a pediatric clinic and requires no additional work in order for the building to be operable.

**STAFF RECOMMENDATION:** Legal Staff has reviewed the proposed agreement for compliance with applicable law and finds the same to be acceptable. Board staff recommendation is pending.
1. **UM – APPROVAL TO SETTLE IHL SELF-INSURED WORKERS’ COMPENSATION CLAIM**

The IHL Self-Insured Workers’ Compensation Program is seeking Board approval for settlement of Claim No. 55-42841-1 for The University of Mississippi.

2. **UM – APPROVAL TO RENEW CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for professional legal services with the law firm of Butler Snow LLP as outside counsel for the provision of legal services in the areas of intellectual property (including patent prosecution), commercialization, construction, business, taxation, regulatory matters, and other legal matters as assigned. This representation as provided herein does not and is not intended to include any representation by the Law Firm for or on behalf of the University as bond counsel or in any related role in connection with any financing transaction undertaken by or for the University, including any other matters which may concern advice in connection with indebtedness of the University. The contract term is one year from July 1, 2022, to June 30, 2023. The blended hourly rate will be $295 for all attorneys (including patent work) and $135 for all paralegals, with a maximum amount payable of $250,000. This firm carries professional liability insurance coverage in the amount of $50 million per claim with an annual aggregate of $100 million. This request is pending approval of the Attorney General.

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

3. **UMMC – APPROVAL TO CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to enter into a contract for professional legal services with the law firm of Butler Snow LLP as outside counsel for the provision of legal advice and counsel on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues and commercial and general matters. The contract term is one year from July 1, 2022, to June 30, 2023. The hourly rate is $295 for attorneys, $195 for Healthcare Policy, Compliance and Coding Advisors, and $95 for paralegal services with a maximum amount payable of $900,000. This firm carries professional liability insurance coverage in the amount of $50 million per claim with an annual aggregate of $100 million. The request is pending approval of the Attorney General.

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

The University of Southern Mississippi requests approval to enter into a contract for professional legal services with the law firm of Butler Snow LLP as outside counsel for the provision of services as necessary in the practice areas of taxation, intellectual property and commercial matters, including trademark, copyright and patent matters; commercial and regulatory matters; litigation, including but not limited to disputes related to issues with the Federal Emergency Management Agency (FEMA); human resource matters, faculty, student, personnel and employment issues, general administrative matters, general legal advice, and investigations at the request of the University in matters involving various legal issues. The contract term is one year from July 1, 2022, to June 30, 2023. The hourly rates are $295 for all attorneys and $135 for paralegal services with a maximum amount payable of $200,000. This firm carries professional liability insurance coverage in the amount of $50 million per claim with an annual aggregate of $100 million. The request is pending approval of the Attorney General.

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

5. **UMMC – APPROVAL OF BUTLER SNOW LLP AS IN-STATE LOBBYING CONSULTANT**

The University of Mississippi Medical Center requests approval to contract with Butler Snow LLP to provide in-state lobbying and government relations consulting services. The contractual flat fee is $60,000 (payable $5,000 per month) and reimbursement of reasonable expenses. The fee will be paid with self-generated funds. The term of the agreement is one year from July 1, 2022, through June 30, 2023. The Attorney General’s Office has reviewed the agreement and found same to be compliant with applicable law and Board policy.

**Client List:**

- Anthem
- Apple, Inc.
- Capitol Resources
- Cerner Corporation
- Clark Beverage Group
- Cognia
- Comcast
- Continental
CONTRACTUAL AGREEMENT
FOR LEGAL SERVICES

THIS AGREEMENT made and entered into this the 1st day of July, 2022 by and between the Office of the Attorney General, hereinafter “OAG”, University of Mississippi Medical Center, herein after “UMMC”, and Butler Snow, LLP for the legal services of attorneys and employees of said law firm, hereinafter individually and collectively referred to as “Attorney/Law Firm”.

WITNESSETH:

In consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

I. SCOPE OF SERVICES: The Attorney/ Law Firm will, from time to time upon request of UMMC, assist and advise on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues and commercial and general matters. Investigation is to be conducted by UMMC personnel with the assistance and counsel from Attorney/Law Firm when appropriate. Attorney is not to conduct investigations unless specifically authorized by UMMC’s designated personnel. A copy of Attorney’s work product is expected to be sent to UMMC and any other designated parties approved by UMMC; however, non-substantive matters not affecting the conduct of the litigation or evaluation of the case need not be sent. Attorney is expected to minimize the use of motions and depositions. Attorney will not be paid for engaging in paper wars with opposing counsel and any
depositions to be taken must be authorized by UMMC’s designated personnel. Expert witnesses shall be hired by Attorney without specific prior approval of UMMC’s designated personnel.

II. COORDINATOR OF SERVICES: The Attorney/Law Firm shall coordinate the performance of the services to be provided hereunder through UMMC’s Office of General Counsel and consult with said office on specific courses of action which shall be pursued.

III. BILLING: All billing will be made on a tenth of an hour system. UMMC will not pay for duplicate efforts. The matter is assigned to the Attorney and the Attorney is responsible for the quality of the work product and the avoidance of duplicate billing. UMMC will not pay for the attendance of more than one attorney at any meeting, court appearance, deposition, conference, or other similar item without prior written approval by UMMC’s designated personnel. The attorney is expected to direct activities to be performed by appropriate personnel so that the work activities are performed by the least expensive staff member capable of handling the required activity. UMMC will not pay for interoffice communications within the Attorney’s office. UMMC will not pay for research of relatively routine matters, which should otherwise be within the knowledge of experienced practitioners. All billing requesting payment for research must include a statement of justification. Each item performed by Attorney will be itemized showing the date the service was performed, nature of the task, identity of the individual performing the task, and time spent on the task. Secretarial and administrative time is inclusive in the hourly fee paid to the Attorney and the Attorney may not bill for such services. Payment of an associate attorney’s time will not be allowed unless prior approval is obtained. Should an associate be approved to assist the Attorney, the time billed must contribute to the defense or disposition of the file and not duplicate the efforts of the Attorney. Where a task benefits more than one case, the time and travel spent shall be prorated or apportioned between the files on which the time is spent. The assigned attorney taking a deposition is expected to prepare the summary rather than a paralegal or another lawyer being utilized to summarize the deposition after the transcript is received.

IV. EXPENSES AND COSTS: The following guidelines shall control the reimbursement of expenses and costs incurred by Attorney pursuant to this Agreement:

- **Photocopying** – No more than $.20 per page or the actual charge of large service. Large copying jobs are to be sent to a capable but economical outside copy service.
- **Facsimiles** – Attorney will not bill for sending or receiving facsimiles, or any
supplies or service fees applicable to facsimile equipment.

**Messenger and Delivery** - Use of an outside messenger service will not be reimbursed unless approved by UMMC in advance. If the outside messenger service is for the convenience of opposing counsel or the claimant/plaintiff, he or she should pay for same and not UMMC.

**Travel** - Travel in a personal automobile to handle an assigned matter shall be billed at the current General Service Agency rate in effect per mile for actual miles traveled. Discretion is required in any overnight travel and only reasonable hotel rates and meal expense shall be reimbursed. If air travel is required, prior approval must be obtained from UMMC. UMMC will only pay the rates for coach air fare and compact rental cars. Meals are reimbursed only if overnight stay is necessary and strictly for the purpose of UMMC business. There will be no reimbursement for entertaining, dry cleaning, or other non-essential expenditures.

**Telephone** - Long distance telephone and facsimile charges shall be reimbursed at actual cost to Attorney. Cellular telephone expenses are not reimbursable by UMMC.

**Overhead** - UMMC will not pay for overhead items such as costs of seminars, books and association dues.

**Itemized receipts required** - Attorney shall provide UMMC with itemized receipts for all expense items for which reimbursement is sought.

**Additional compensation** - No additional reimbursement will be provided by UMMC for any expense, cost, or fee not specifically authorized by this Agreement or by written authorization from UMMC.

**V. AUDIT:** UMMC may request an audit of all the files handled by Attorney on behalf of UMMC to evaluate the quality of the work and efficiency of expenditures. UMMC reserves the right to seek reimbursement of inappropriately billed time or expense items.

**VI. MISCELLANEOUS:** Except as may otherwise be required by law or legal process, copies of all reports, work products or other information pertaining to work governed by this Agreement, except those authorized by this Agreement, requested by a third party shall be approved by UMMC designated personnel prior to release to the third party.

**VII. PERIOD OF PERFORMANCE:** The term of this Agreement shall commence on the date first shown above and shall expire no later than June 30, 2023, subject to renewal, if necessary.

**VIII. RELATIONSHIP OF PARTIES:** It is expressly understood and agreed that Attorney/Law Firm is an independent contractor and that the purchase of legal service is not based on an employer-employee relationship.
IX. PAYMENT TERMS: As full and complete compensation for the services to be provided hereunder, UMMC will pay the Attorney/Law Firm at the rates listed below:

Attorneys: $295.00/hour
Healthcare Policy, Compliance and Coding Advisors: $195.00/hour
Paralegals/Legal Assistants - $95.00/hour

Additional attorneys and paraprofessionals at the Law Firm may be used upon prior approval by UMMC so long as the rates charged do not exceed those outlined above.

X. INVOICING: For each matter Attorney works on pursuant to this Agreement, Attorney shall obtain a matter number from UMMC’s Office of General Counsel in order to facilitate invoicing and payment. Each quarter Attorney/Law Firm shall submit to UMMC an invoice for payment of attorney’s fees and all authorized expenses, which shall be paid within forty-five (45) days of receipt, following approval by the OAG, UMMC and the Board of Trustees of State Institutions of Higher Learning.

XI. The total amount payable, pursuant to this Agreement, shall not exceed $900,000. The parties agree that this limitation shall not obligate Attorney/Law Firm to perform legal services or incur expenses without remuneration or reimbursement. UMMC agrees not to unreasonably withhold its consent to a request by Attorney/Law Firm to waive or otherwise, modify this amount to complete or commence legal services previously authorized by UMMC.

XII. EQUAL OPPORTUNITY: In connection with the performance of work under this Agreement, Attorney/Law Firm agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

XIII. CONFIDENTIALITY: In the event Attorney/Law Firm is provided with access to patient medical records, Attorney/Law Firm agrees that all patient medical records shall be maintained in accordance with UMMC’s policies and procedures and shall be treated as confidential so as to comply with all state and federal laws and regulations regarding the confidentiality of medical records, including, but not limited to HIPAA. All medical records and materials relating to patients shall be and remain the property of UMMC during the term of the Agreement and upon the termination of the Agreement. Attorney/Law Firm agrees to execute, upon
UMMC’s request, a Business Associate Agreement (“BAA”) in form satisfactory to UMMC.

XIV. FORCE MAJEURE: Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

XV. MODIFICATION OR AMENDMENT: Modifications or amendments to this Agreement may be made upon mutual agreements of the parties, in writing and signed by the parties hereto.

XVI. COMPLIANCE: As part of UMMC’s overall Compliance Program, Attorney/Law Firm shall establish procedures and insure adherence for its employees to all appropriate state and federal statues including but not limited to, the Stark I, 42 USC §411, and Stark II, 42 USC §1395 bans on self-referrals, the False Claims Act, 31 USC § 3729, anti-kickback statutes, 42 USC § 415, HIPAA, the Medicare carrier manual, Medicare and Medicaid statues and regulations, and the Balanced Budget Act. Any acts pursuant to this Agreement shall be done in compliance with the applicable rules and regulations of The Joint Commission and any third party payer. Attorney/Law Firm certifies that it has not been disqualified in any manner from any federally funded program and is not debarred or limited in any manner from participation in the matters upon which this Agreement is based.

XVII. NON-ASSIGNMENT AND SUBCONTRACTING: UMMC will not be independently obligated or liable under this Agreement to any party other than the Attorney/Law Firm named herein. Said Attorney/Law Firm understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of these rights, benefits, obligations, interests or duties under this Agreement without the written consent of the UMMC.

XVIII. COMPLIANCE WITH MISSISSIPPI EMPLOYMENT PROTECTION ACT: Attorney/Law Firm represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code of 1972 (as amended).

XIX. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi, the
validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

XX. GOVERNING LAW: This Agreement is governed and controlled by all applicable laws, ordinances, rules and regulations of the State of Mississippi. All suits, claims, cases, controversies, actions, disputes, complaints and/or orders to show cause related to; arising from; in connection with; or to construe or enforce the terms of the Agreement shall be governed by the laws of the State of Mississippi, without regard to its conflicts of law principles.

XXI. TERMINATION: UMMC may terminate this Agreement at any time by providing written notice to the Attorney/Law Firm of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In the event of such, Attorney/Law Firm shall be entitled to receive just and equitable compensation for any specific services completed to the date of termination in a satisfactory manner.

XXII. CONFLICTS AND POTENTIAL CONFLICTS. UMMC acknowledges that Law Firm represents many other institutions, companies and individuals, some of which may be competitors of UMMC. UMMC agrees that the fact that Law Firm represents or takes on representation of such a person or entity while also representing UMMC does not constitute a conflict of interest, and does not require UMMC’s consent, unless the matter is directly adverse to UMMC, is substantially related to a matter on which Law Firm is representing UMMC in which that person or entity’s interest is materially adverse to UMMC, or is a matter in which Law Firm could use adversely to UMMC non-public, confidential information it has learned through its representation of UMMC. UMMC further acknowledges that another party or parties in a matter on which Law Firm is representing UMMC may seek legal counsel or representation from Law Firm wholly unrelated to the matter in which Law Firm is representing UMMC. Law Firm will inform UMMC if and when such situation arise, and UMMC agrees that it will not unreasonably withhold its consent to Law Firm’s representing such party or parties in the matter unrelated to the matter in which Law Firm is representing UMMC.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

BY: ________________________________
STAFF RECOMMENDATION: Board Staff recommends approval of this item.
1. **SYSTEM – INTENT TO OFFER EXISTING DEGREE PROGRAMS BY DISTANCE LEARNING**

   A. **JSU – Bachelor of Arts (BA) in History**
      Total credit hours: 124
      CIP Code, Sequence: 54.0101, 5159
      Cost to offer by distance learning: $0
      Effective date: August 2022

   B. **UM – Bachelor of Business Administration (BBA) in General Business**
      Total credit hours: 120
      CIP Code, Sequence: 52.0101, 5853
      Cost to offer by distance learning: None
      Effective date: August 2022

   C. **USM – Bachelor of Interdisciplinary Studies (BIS) in Interdisciplinary Studies**
      Total credit hours: 120
      CIP Code, Sequence: 30.9999, 5752
      Cost to offer by distance learning: Off-set by online course fee of $20 per credit hour
      Effective date: August 2022

   D. **USM – Bachelor of Science (BS) in Computer Science (emphasis in Applied Computer Science)**
      Total credit hours: 124
      CIP Code, Sequence: 11.0101, 5552
      Cost to offer by distance learning: Off-set by online course fee of $20 per credit hour
      Effective date: August 2022

   E. **USM – Graduate Certificate in Nonprofit Studies**
      Total credit hours: 15
      CIP Code, Sequence: 30.9999, 8051
      Cost to offer by distance learning: Off-set by online course fee of $20 per credit hour
      Effective date: August 2022

   F. **USM – Master of Science (MS) in Public Relations**
      Total credit hours: 30
      CIP Code, Sequence: 9.0902, 4327
      Cost to offer by distance learning: Off-set by online course fee of $20 per credit hour
      Effective date: August 2022

**STAFF RECOMMENDATION:** Board staff recommends acceptance of Item 1 as information.
SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE MAY 19, 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 Board.
MISSISSIPPI STATE UNIVERSITY

1. MSU- IHL 205-297 – BUTLER HALL MECHANICAL, ADA IMPROVEMENTS AND EXTERIOR WINDOW REPLACEMENT

Approval Request #1: Change Order #4

Board staff approved Change Order #4 in the amount of $84,034.81 and one hundred fifty-seven (157) additional days to the contract of Brislin, Inc.

Approval Status & Date: APPROVED, May 19, 2022

Change Order Description: Change Order #4 includes the following items: relocated existing power receptacles to the outside of new mechanical closets; modified finishes (paint & flooring); fire sprinkler aesthetic changes performed; relocated existing conduit in crawl space conflicting with new ductwork; modified finishes (paint & floor); provided structural steel reinforcement at windows where existing underlying structural issues were discovered; provided credit for test & balance allowance; and one hundred fifty-seven days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of $424,930.09.

Project Initiation Date: December 5, 2019
Design Professional: Cooke Douglas Farr Lemons Architects & Engineers
General Contractor: Brislin, Inc.
Total Project Budget: $4,643,800.00

2. MSU- IHL 205-311 – TRANSPORTATION ALTERNATIVES PROJECT COLLEGEVIEW CONNECTOR

Approval Request #1: Contract Documents

Board staff approved Contract Documents as submitted by Neel Schaffer, Engineers and Planners, Inc.

Approval Status & Date: APPROVED, May 19, 2022
Project Initiation Date: May 20, 2021
Design Professional: Neel Schaffer, Engineers and Planners, Inc.
General Contractor: TBD
Total Project Budget: $2,000,000.00

3. MSU-IHL 205-321 – SUMMER PAVING 2022

Approval Request #1 (INTERIM): In accordance with Board Policy §904 (B) Board Approval, Interim Chair Approval was granted by Mr. Chip Morgan, Chair of the Real Estate and Facilities Committee on May 10, 2022 to approve a budget increase from $1,200,000.00 to $2,000,000.00 for an increase of $800,000.00 for the Summer Paving 2022 project.

Interim Approval Status & Date: APPROVED, April 10, 2022

Approval Request #2: Award of Construction Contract

Board staff approved the Award of Contract in the amount of $1,710,231.79 to the apparent low bidder, Gregory Companies LLC.

Approval Status & Date: APPROVED, May 19, 2022

Project Initiation Date: May 19, 2022
Design Professional: Neel-Schaffer, Engineers and Planners, Inc.
General Contractor: Gregory Companies LLC
Total Project Budget: $2,000,000.00

4. MSU-IHL 405-004 – HIGH PERFORMANCE COMPUTING AND DATA CENTER

Approval Request #1: Design Development Documents

Board staff approved the Design Development Documents as submitted by Dale Partners.

Approval Status & Date: APPROVED, May 31, 2022

Project Initiation Date: October 19, 2020
5. **MSU- IHL 413-002 – FOREST & WILDLIFE FACILITIES**

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

Board staff approved Change Order #1 in the amount of $49,629.42 and one hundred seventy-two (172) additional days to the contract of West Brothers Construction, Inc.

**Approval Status & Date:** APPROVED, May 19, 2022

**Change Order Description:** Change Order #1 includes the following items: provided an access control for an added door; added a knox box; added gutters and downspouts at the aviary; added a alternate three road; added wood framing in the corridor and cells; added wood framing in a corridor; sitework done for medica mixing drainage; added an aviary camera rough in for cells; credit for building plaque; revision to greenhouse plumbing; gravel added to the trailer parking area; additional access controls and communication raceways; and one hundred seventy-two (172) days to the contract.

**Change Order Justification:** These changes were due to errors and omissions in the plans and specifications; latent job site conditions; one hundred forty-one weather related delay days; 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 $49,629.42.

**Project Initiation Date:** March 1, 2019

**Design Professional:** Shafer-Zahner Zahner

**General Contractor:** West Brothers Construction, Inc.

**Total Project Budget:** $5,172,500.00
UNIVERSITY OF MISSISSIPPI


Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the credit amount of $8,093.75 and thirty-seven (37) additional days to the contract of Shaw Services, LLC.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #2 includes the following items: added an additional storm drain riser; deducted unused rock allowance; and thirty-seven (37) days to the contract.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; twenty-seven (27) weather related delays; 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 $3,863.91.

Project Initiation Date: August 15, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: Shaw Services, LLC
Total Phased Budget: $327,524.86
Total Project Budget: $3,700,000.00

7. UM- IHL 207-457 – TRACK AND FIELD LOCKER ROOMS – PKG B – STRUCTURAL CONCRETE

Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $2,685.00 and forty-one (41) additional days to the contract of W&W Construction, Inc.

Approval Status & Date: APPROVED, May 31, 2022
Change Order Description: Change Order #1 includes the following items: deduct for landscape beds in lieu of concrete; demolished and replaced a concrete sidewalk; and forty-one (41) days to the contract.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; twenty-seven (27) weather related delay days; four (4) scope delay days; ten (10) material delay days; and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of $2,685.00.

Project Initiation Date: August 15, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: Shaw Services, LLC
Total Phased Budget: $184,627.67
Total Project Budget: $3,700,000.00


Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $0.00 and forty-one (41) additional days to the contract of Hollis Masonry, Inc.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following item: forty-one (41) days to the contract.

Change Order Justification: These changes were due to twenty-seven (27) weather related delay days; four (4) scope delay days; and ten (10) material delay days; and user/owner requested modifications.

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

Project Initiation Date: August 15, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: Shaw Services, LLC
Total Phased Budget: $225,642.88
Total Project Budget: $3,700,000.00


Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $0.00 and forty-one (41) additional days to the contract of Graham Roofing, Inc.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following item: add additional forty-one (41) days to the contract.

Change Order Justification: These changes were due to twenty-seven (27) weather related delays; four (4) scope delay days; ten (10) material delay days; and user/owner requested modifications.

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

Project Initiation Date: August 15, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: Graham Roofing, Inc.
Total Phased Budget: $152,788.93
Total Project Budget: $3,700,000.00


Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $0.00 and forty-one (41) additional days to the contract of F. L. Crane and Sons.

Approval Status & Date: APPROVED, May 31, 2022
Change Order Description: Change Order #1 includes the following item: forty-one (41) days to the contract.

Change Order Justification: These changes were due to twenty-seven (27) weather related delay days; four (4) scope delay days; ten (10) material delay days; and user/owner requested modifications.

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

Project Initiation Date: August 15, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: F. L. Crane and Sons
Total Phased Budget: $515,763.53
Total Project Budget: $3,700,000.00


Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of $4,221.00 and forty-one (41) additional days to the contract of McCarty King.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following items: add angle iron to extend the brick around the high wall; deduct for access control at the apparel storage area; add lettering for the building name change; add additional lettering to add “Jerry Hollingsworth” name to the building; and forty-one (41) days to the contract.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; twenty-seven (27) weather related delay days; four (4) scope delay days; ten (10) material delay days; and user/owner requested modifications.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of $6,231.00.

Project Initiation Date: August 15, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: McCarty King
Total Phased Budget: $90,352.78
Total Project Budget: $3,700,000.00


Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $278.40 and forty-one (41) additional days to the contract of Craft Croswell, LLC.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following items: added additional carpet flooring for the recovery storage area; and forty-one (41) days to the contract.

Change Order Justification: These changes were due to errors and omissions in the plans and specifications; twenty-seven (27) weather related delay days; four (4) scope delay days; and ten (10) material delay days.

Total Project Change Orders and Amount: One (1) change order for a total amount of $278.40.

Project Initiation Date: August 15, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: Craft Croswell, LLC
Total Phased Budget: $95,870.11
Total Project Budget: $3,700,000.00


Approval Request #1: Change Order #1

Board staff approved Change Order #1 in the amount of $0.00 and forty-one (41) additional days to the contract of Fireline, Inc.
Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #1 includes the following item: added forty-one (41) days to the contract.

Change Order Justification: These changes were due to twenty-seven (27) weather related delay days; four (4) scope delay days; ten (10) material delay days; and user/owner requested modifications.

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

Project Initiation Date: August 15, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: Fireline, Inc.
Total Phased Budget: $46,513.73
Total Project Budget: $3,700,000.00


Approval Request #1: Change Order #3

Board staff approved Change Order #3 in the amount of $2,216.76 and forty-one (41) additional days to the contract of Upchurch Plumbing.

Approval Status & Date: APPROVED, May 31, 2022

Change Order Description: Change Order #3 includes the following items: removed external portion of the dryer exhaust duct and salvage damper and screen; installed a new exhaust hood; and forty-one (41) days to the contract.

Change Order Justification: These changes were due to twenty-seven (27) weather related delay days; four (4) scope delay days; and ten (10) material delay days.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of $4,716.44.

Project Initiation Date: August 15, 2019
Design Professional: Weir Boerner Allin Architecture
General Contractor: Upchurch Plumbing  
Total Phased Budget: $95,870.11  
Total Project Budget: $3,700,000.00

UNIVERSITY OF SOUTHERN MISSISSIPPI

15. USM- GS 108-293 – MONTAGUE PARKING IMPROVEMENTS

Approval Request #1: Change Order #2

Board staff approved Change Order #2 in the amount of $0.00 and one hundred seventy-one (171) additional days to the contract of Warren paving, Inc.

Approval Status & Date: APPROVED, June 2, 2022

Change Order Description: Change Order #2 includes the following item: one hundred seventy-one (171) days to the contract.

Change Order Justification: These changes were due to one hundred twenty-eight (128) weather related delay days; and forty-three (43) days for delay from utility relocation.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of $140,777.16.

Project Initiation Date: August 15, 2019  
Design Professional: Neel-Schaffer, Inc.  
General Contractor: Warren Paving, Inc.  
Total Project Budget: $2,621,023.45
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 Brunini, PLLC (statement dated 5/13/22) from the funds of Mississippi State University. (This statement, in the amount of $1,950.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE..................................................................................$  1,950.00

Payment of legal fees for professional services rendered by Butler Snow LLP (statement dated 5/20/22) from the funds of Mississippi State University. (This statement, in the amount of $3,935.61, represents services and expenses in connection with general legal advice.)

TOTAL DUE..................................................................................$  3,935.61

Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 5/1/22 and 5/1/22) from the funds of Mississippi State University. (These statements, in the amounts of $2,500.00 and $543.00, represent services and expenses in connection with immigration/labor certification.)

TOTAL DUE..................................................................................$  3,043.00

Payment of legal fees for professional services rendered by The Winfield Law Firm, P.A. (statement dated 4/28/22) from the funds of Mississippi State University. (This statement, in the amount of $4,469.50, represents services and expenses in connection with general legal advice.)

TOTAL DUE..................................................................................$  4,469.50

Payment of legal fees for professional services rendered by Brunini (statement dated 5/13/22) from the funds of the University of Mississippi. (This statement, in the amount of $2,850.00, represents services and expenses in connection with general legal advice.)

TOTAL DUE..................................................................................$  2,850.00

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 12/26/19, 1/27/20, 3/31/20, 4/7/20, 7/31/20, 9/8/20, 4/12/22 and 4/22/21) from the funds of the University of Mississippi. (These statements, in the amounts of $1,298.00, $3,835.00, $1,625.93, $59.00, $177.00, $1,091.50, $442.50 and $885.00, respectively, represent services and expenses in connection with general legal advice.)

TOTAL DUE..................................................................................$  9,413.93
Payment of legal fees for professional services rendered by Ware|Immigration (statements dated 5/1/22, 5/1/22, 5/1/22, 5/1/22 and 5/1/22) from the funds of the University of Mississippi. (These statements, in the amounts of $535.00, $559.00, $287.50, $27.03 and $57.62, represent services and expenses in connection with immigration/labor certifications.)

| TOTAL DUE | $1,466.15 |

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 4/8/22, 4/8/22, 4/14/22, 4/22/22, 5/12/22, 5/12/22 and 5/12/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $171.00, $3,122.95, $113.75, $1,954.00, $1,182.90, $1,652.00 and $6,925.19, respectively, represent services and expenses in connection with legal advice.)

| TOTAL DUE | $15,121.79 |

Payment of legal fees for professional services rendered by Currie Johnson & Myers, P.A. (statement dated 2/28/22) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $19,062.73, represent services and expenses in connection with legal advice.)

| TOTAL DUE | $19,062.73 |

Payment of legal fees for professional services rendered by Hagwood & Tipton, P.C. (statements dated 4/18/22 and 4/18/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $826.50 and $330.00, represents services and expenses in connection with legal advice.)

| TOTAL DUE | $1,156.50 |

Payment of legal fees for professional services rendered by Hogan Lovells, US, LLP (statements dated 9/29/21, 4/19/22 and 5/10/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $12,381.00, $3,880.80 and $871.20, respectively, represent services and expenses in connection with legal advice.)

| TOTAL DUE | $17,133.00 |

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statements dated 4/5/22 and 4/8/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $1,452.00 and $4,477.50, respectively, represent services and expenses in connection with legal advice.)

| TOTAL DUE | $5,929.50 |
Payment of legal fees for professional services rendered by Page, Kruger & Holland (statement dated 4/18/22) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of $16.50, represents services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$  16.50

Payment of legal fees for professional services rendered by Steen, Dalehite & Pace (statements dated 4/18/22 and 4/18/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $214.50 and $231.00, represent services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$  445.50

Payment of legal fees for professional services rendered by Watkins & Eager, PLLC (statements dated 4/8/22, 4/8/22, 4/13/22, 4/13/22, 5/10/22 and 5/10/22) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of $2,448.00, $8,211.60, $294.00, $231.00, $432.00 and $2,676.00, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$ 14,292.60

Payment of legal fees for professional services rendered by Bryan, Nelson, Schroeder, Castiglola & Banahan (statement dated 5/11/22) from the funds of the University of Southern Mississippi. (This statement, in the amount of $1,014.00, represents services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$  1,014.00

Payment of legal fees for professional services rendered by Mayo Mallette, PLLC (statements dated 3/8/22 and 5/10/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $2,211.00 and $2,467.50, respectively, represent services and expenses in connection with legal advice.)

TOTAL DUE.........................................................$  4,678.50

Payment of legal fees for professional services rendered by WareImmigration (statements dated 5/1/22, 5/1/22, 5/1/22 and 5/1/22) from the funds of the University of Southern Mississippi. (These statements, in the amounts of $5,000.00, $51.77, $60.50 and $5.00, represent services and expenses in connection with immigration/labor certifications.)

TOTAL DUE.........................................................$  5,117.27
Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 4/21/22 and 4/21/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Systems and Methods for Pest Reduction” - $691.50; and IP and Regulatory Matters - $262.50.)

TOTAL DUE.................................................................$ 954.00

Payment of legal fees for professional services rendered by Conley Rose (statements dated 4/6/22, 4/6/22, 4/6/22, 5/5/22, 5/5/22 and 5/5/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “System to Control and Actuator” - $2,218.50; “Smart Outlet” - $870.00; “Wearable Flexible Sensor Motion Capture System” - $2,225.00; “Accessories for Raman and Luminescence Spectral Acquisitions” - $590.00; “Systems for Delivery of Biologics” - $1,997.50; and “Systems to Control an Actuator” - $40.00, respectively.)

TOTAL DUE.................................................................$ 7,941.00

Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 5/5/22 and 5/5/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Vaccine Composition Comprising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” - $245.00; and “Vaccine Composition Comprising Recombinant Protein of Staphylococcus Aureus Attenuated Enterotoxin and Cytotoxin” – $297.50.)

TOTAL DUE.................................................................$ 542.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 4/20/22, 4/20/22, 4/26/22, 4/26/22 and 5/4/22) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Fluoroalkysilane-Modified Polysytrene-coated Metal Electrodes for Sensitive Electrochemical Detection of Oil in Water” - $66.50; “Polymers and Co-polymers for Polymer Matrix Composites and High Yield Carbon-Carbon-Composition Structures Therefrom” - $5,768.50; “Method for Improving Rice Nutrition via Manipulation of Starch Crystalline Structure and Nutrient Penetration Method” - $2,400.00; “Novel Catalyst and Process for Liquid Hydrocarbon Fuel Production” - $2,000.00; and “Compositions of Food Grade Coatings to Control Pest Infestations and Methods of Applications” - $803.00, respectively.)

TOTAL DUE.................................................................$ 11,038.00
Payment of legal fees for professional services rendered by Thomas Horstemeyer, LLP (statements dated 4/29/22, 4/29/22 and 5/2/22) 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 Methods of Making and Using Same” - $1,080.55; “Indolizine Dyes with Short Wavelength Infrared Absorption and Emission and Methods for Making and Using Same” - $529.00; and “Orally Bioavailable, Brain-Penetrant Compound with Selectivity for the Cannabinoid Type 2 Receptor with Potential Use Towards Visceral Pain Management and Neurodegenerative Disorders” - $ 1,650.00, respectively.)

TOTAL DUE..................................................................................$ 3,259.55

Payment of legal fees for professional services rendered by Butler Snow LLP (statements dated 3/28/22, 3/28/22, 3/28/22, 3/28/22 and 3/28/22) from the funds of the University of Southern Mississippi. (These statements represent services and expenses in connection with the following patents: “2021 0012 & 2021 0013 Patents” - $1,422.00; “Phenylphosphine Oxide Epoxy Polymer and Atomic Oxygen Stable Epoxy Polymer” - $142.50; “Lidar for Underwater” - $767.00; “Infrared Detection with Intrinsically Conductive” - $278.50; and “Oral Suction Device” - $2,650.00, respectively).

TOTAL DUE..................................................................................$ 5,260.00
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 May 5, 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.

b. **MSU** – On May 16, 2022, Commissioner Alfred Rankins, Jr., approved a Lease Agreement between Mississippi State University and the Bulldog Club, Inc. for the construction of premium seating terraces in the west upper deck of Davis Wade Stadium. Effective upon the Bulldog Club’s written notice of intent to proceed, the Bulldog Club will lease property described in Attachment A of 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 Bulldog Club’s provision of all construction of improvements at no 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.

c. **MSU** – On May 16, 2022, Commissioner Alfred Rankins, Jr., approved a Farm Lease between Mississippi Agriculture and Forestry Station (MAFES) /Mississippi State University and Prevost Farms, LLC for use of 79.5 acres located at the Brown Loam Branch Experiment Station in Raymond, MS, for crop farming. This is a new revenue-generating lease and will be effective upon approval and execution through no later than October 31, 2023 at a cost of $47.50 per acre annually due on November 1 of each 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. **MVSU** – In accordance with Board Policy 701.06 Budget Escalations and Revisions, all revisions to annual budgets which do not increase the total amount of the budgets must be approved by the Commissioner prior to implementation and subsequently reported to the Board. On May 5, 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. Two of 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.

e. **UM** – In accordance with Board Policy 1107 Enactment of Traffic Rules and Regulations, “the Board hereby delegates to the Commissioner of Higher Education the power to approve and authorize the enactment of such university traffic rules and regulations, which shall include university parking and traffic fines and fees, on behalf of the Board.” On May 9, 2022, Commissioner Alfred Rankins, Jr. approved the University of Mississippi’s Parking and Traffic Rules and Regulations for the 2022 – 2023 school year. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the documents.

f. **UM** – On May 16, 2022, Commissioner Alfred Rankins, Jr., approved the Lease Agreement between the University of Mississippi and Tullos Land & Timber, LP for a condominium located at 1100 Augusta Drive, Unit 702 in Oxford, MS for use by the university. The term of the lease is one year beginning June 1, 2022 with the option for three annual renewals. Rent is $2,600 per month and is due in advance on or before the first 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 Policy 707.03 Approval of Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.

g. **UM** – On May 20, 2022, Commissioner Alfred Rankins, Jr., approved the Utility Easement for Water Lines, Water Supply Well, Ingress and Egress and Temporary Construction between the University of Mississippi and City of Oxford for the installation of water lines and a water supply well. The Attorney General’s Office has reviewed the Easement 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. **UM** – On May 20, 2022, Commissioner Alfred Rankins, Jr., approved the Lease Addendum between the University of Mississippi and the Phi Kappa Tau House Corporation. The original 50-year lease between the University and Fraternity
was effective on April 1, 2002. It does not currently expressly allow non-fraternity members to reside in the house. Due to room vacancies in the house, the Fraternity seeks to allow up to 14 student non-members to reside in the house during the Fall 2022 semester. The addendum will allow such occupancy and be effective from August 15, 2022 to December 10, 2022. The House Corporation and Fraternity will be responsible for the actions of these non-members to the same extent they are responsible for the actions of their members. The Attorney General’s Office has reviewed the Addendum and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts. A copy of the documents is on file in the IHL Board Office.

i. **UMMC** – On May 23, 2022, Commissioner Alfred Rankins, Jr., approved the Medical Office Building Lease (sublease) between the University of Mississippi Medical Center and Memorial Hospital at Gulfport to sublease approximately 2,229 square feet of clinical space for use as a pediatric outpatient clinic. The term of the lease is one year beginning June 1, 2022 and ending May 31, 2023 at a cost of $4,287.11 per month with the first installment being due in advance on the lease start date. 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 Policy 707.03 Approval of Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.

j. **UMMC** – On May 23, 2022, Commissioner Alfred Rankins, Jr., approved the Fairgrounds Use Agreement between the University of Mississippi Medical Center and the Mississippi Department of Agriculture and Commerce for the use of the Mississippi Coliseum as the venue for its 2022 commencement ceremony. The term of the Lease is three days beginning May 25, 2022 and ending May 27, 2022, at a one-time estimated total cost of $15,000. UMMC will also make prepayment of the rental fee and expenses, as set out in paragraphs 3 and 4 of the agreement. The IHL Associate Commissioner for Legal Affairs has reviewed the Agreement and found the same to be compliant with Board Policy 707.01 Land, Property, and Service Contracts and Policy 707.03 Approval of Prepayment for Goods or Services. A copy of the documents is on file in the IHL Board Office.