

MISSISSIPPI  
BOARD OF TRUSTEES  
OF STATE  
INSTITUTIONS OF HIGHER LEARNING



FINAL BOARD BOOK  
June 15, 2017



# **FINAL BOARD BOOK OUTLINE**

## **IHL Board Meeting**

June 15, 2017, 9:00 a.m.

IHL Board Room

3825 Ridgewood Rd.

Jackson MS 39211

## **CALL TO ORDER**

## **PRAYER**

Trustee Dr. Walt Starr

## **INTRODUCTION OF GUESTS**

## **MINUTES**

May 18, 2017 Regular Board Meeting Minutes

May 22, 2017 Special Called Board Meeting Minutes

May 31, 2017 Special Called Board Meeting Minutes

## **CONSENT AGENDAS**

Trustee C.D. Smith

### **ACADEMIC AFFAIRS**

1. SYSTEM- Approval of Academic Unit Modifications .....1  
*Reorganize and Rename*
  - a. JSU – Department of English and Modern Foreign Languages and the Department of Speech Communications .....1
  - b. JSU – Department of Art and Department of Theatre .....1
  - c. JSU – School of Journalism and Media Studies .....1
  - d. JSU – Department of Accounting, Department of Economics, Finance and General Business, Department of Marketing and Management, and Department of Entrepreneurship .....1
  - e. JSU – Department of Special Education and Department of Social and Cultural Studies .....2
  - f. JSU – Physics, Atmospheric Sciences and Geoscience and Chemistry and Biochemistry .....2
  - g. JSU – Computer Science and Electrical Engineering .....2
  - h. JSU – Industrial Systems and Technology and Civil and Environmental Engineering .....2
  - i. MUW – College of Arts and Sciences and College of Education .....2
  - j. MUW – Department of Health and Kinesiology's and College of Nursing and Speech-Language Pathology .....3
2. JSU - Approval of Academic Program Modifications – Master of Arts in Teaching English .....3

### **FINANCE**

1. SYSTEM - Request for Approval to Renew Auto Insurance Berkley Southeast Insurance Group and American Empire Surplus Lines Insurance Company .....1
2. MSU - Request for Approval to Enter into a Service Agreement with Doublemap, Inc. . .....2
3. MSU - Request for Approval to Amend Agreement with Thyssenkrupp Elevator Corporation .....5
4. MSU - Request for Approval to Renew Service Agreement with United Healthcare Insurance Company .....6
5. UM - Request to Enter into a Lease Agreement with Crown Castle Towers 06-2 LLC.....7
6. UM - Request for Approval to Enter into a Contractual Services Agreement with Springer Customer Service Center.....8
7. UM - Request for Approval to Enter into a Services Agreement with Venture Technologies, Inc.....10
8. UM - Request for Approval to Enter into a Services Agreement with Fanatics Retail Group Concessions, Inc.....11

9. UMMC - Request for Approval to Enter into an Agreement with Baxter Healthcare Corporation. ....	12
10. UMMC - Request for Approval to Enter into an Agreement with Biosense Webster, Inc. ....	14
11. UMMC - Request for Approval to Enter into a Services Agreement with Dutch Ophthalmic USA, Inc.....	16
12. UMMC - Request for Approval to Enter into a Rental Agreement with Insight Health Corporation .....	18
13. UMMC - Request for Approval to Enter into a Services Agreement with Microsoft Corporation .....	20
14. UMMC - Request for Approval to Enter a Services Agreement with Morrison Management Specialist, Inc. ....	22
15. UMMC - Request for Approval to Enter into an Agreement with NxStage Medical, Inc. ....	25
16. UMMC - Request for Approval to Enter into a Grounds Maintenance Services Agreement with Rotolo Consultants, Inc.....	27
17. UMMC - Request for Approval to Enter into an Agreement with Springer Customer Service Center. ....	30
18. UMMC - Request for Approval to Enter into an Agreement with Stericycle, Inc. (Sharps).....	32
19. UMMC - Request for Approval to Enter into a Services Agreement with Stericycle, Inc. (Waste).....	34
20. UMMC - Request for Approval to Enter into a Services Agreement with Terumo BCT, Inc .....	36
21. USM - Request for Approval to Enter into a Lease Agreement with Aqua Green, LLC .....	37
22. USM - Request for Approval to Enter into a Lease Agreement with USM Athletic Foundation (M-Club) .....	40
23. USM - Request for Approval to Enter into a Lease Agreement with USM Athletic Foundation (Volleyball).....	41

## **REAL ESTATE**

### Approval of Initiations of Projects/Appointments of Professionals

#### *IHL Projects*

1. UM – IHL 207-436 – Kinard Water Treatment Plant Replacement, Design Professional – Engineering Solutions INC. ....	2
2. UMMC – IHL 209-559 – School of Population Health – Initiation and Proposed Design Professional – Foil Wyatt Architects .....	4

### Approval of Budget Increases and/or Changes of Scope/Change of Funding Source(s)

#### *IHL Projects*

3. MSU – IHL 213-142 – NWARC Roof Replacement, Design Professional – Pryor & Morrow. ....	5
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4. UM – IHL 207-411 – Oxford-University Stadium (Swayze Field) – Additions & Renovations, Design Professional – Cooke Douglass Farr Lemons, Architects & Engineers.....	7
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#### Approval of Other Real Estate Requests

5. UMMC – Approval of Ground Lease/ Easement – American Cancer Society (ACS) – Approval of Exterior Design -Hope Lodge .....	8
6. USM – Approval of Purchase of Property – 3709 Pearl Street – Hattiesburg, Mississippi .....	17

#### **LEGAL**

1. MSU – Approval to Modify Contract with Stites & Harbison, PLLC as Outside Counsel	1
2. MUW – Approval to Contract with Approval To Contract with Gian Franco Borio As Outside Counsel .....	1
3. UM – Approval to Renew Contract with Armstrong Teasdale, LLP as Outside Counsel ..	1
4. UM – Approval to Renew Contract with Butler Snow LLP as Outside Counsel .....	2
5. UM – Approval to Renew Contract with Evans Petree, PC as Outside Counsel .....	2
6. UM – Approval to Renew Contract with Hershkovitz & Associates, LLC as Outside Counsel .....	3
7. UM – Approval to Renew Contract with Jones Walker LLP as Outside Counsel .....	3
8. UM – Approval to Renew Contract with Mayo Mallette PLLC as Outside Counsel .....	3
9. UM – Approval to Renew Contract with Stites & Harbison as Outside Counsel .....	4
10. UM – Approval to Renew Contract with Ware   Immigration as Outside Counsel .....	4
11. UMMC – Approval to Renew Contract with Baker, Donelson, Bearman, Caldwell and Berkowitz, P.C. as Outside Counsel .....	6
12. UMMC – Approval to Renew Contract with Butler Snow LLP as Outside Counsel .....	6
13. UMMC – Approval to Renew Contract with Jones Walker LLP as Outside Counsel .....	7
14. UMMC – Approval to Renew Contract with Hogan Lovells US LLP as Outside Counsel .....	7
15. UMMC – Approval to Renew Contract with Stites & Harbison, PLLC as Outside Counsel .....	7
16. UMMC – Approval to Renew Contract with Walker & Ungo, LLC as Outside Counsel ..	7
17. UMMC – Approval to Renew Contract with Ware   Immigration as Outside Counsel .....	8
18. UMMC – Approval to Renew Contract with Watkins and Eager, PLLC as Outside Counsel .....	9
19. UMMC – Approval to Renew Contract with Whitfield Law Group, PLLC as Outside Counsel .....	9
20. USM – Approval to Amend Contract with Bryan, Nelson, Schroeder, Castigiola & Banahan, P.A. as Outside Counsel .....	9
21. USM – Approval to Renew Contract with Bryan, Nelson, Schroeder, Castigiola & Banahan, P.A. as Outside Counsel .....	10
22. USM – Approval to Renew Contract with Butler Snow LLP as Outside Counsel .....	10
23. USM – Approval to Renew Contract with Mayo Mallette PLLC as Outside Counsel .....	11
24. USM – Approval to Renew Contract with Richard & Thomas as Outside Counsel .....	11
25. USM – Approval to Renew Contract with Ware   Immigration as Outside Counsel .....	12

26. USM – Approval to Renew Contract with William Wessler as Outside Counsel .....	14
<u>Approval of Non-Employee In-State Lobbyists</u>	

27. MSU – Approval of Cornerstone Government Affairs, LLC as In-State Lobbying Consultant .....	15
28. MUW – Approval of Corporate Relations Management as In-State Lobbying Consultant .....	18
29. USM – Approval of Capitol Resources, LLC as In-State Lobbying Consultant.....	21
30. USM – Approval of Joe Gill Consulting, LLC as In-State Lobbying Consultant.....	26

#### Approval of Non-Employee Out-of-State Lobbyists

31. MSU – Approval of Federal Solutions, LLC as Federal Lobbying Consultant.....	30
32. UM – Approval of BGR Governmental Affairs as Federal Lobbying Consultant .....	31
33. UMMC – Approval of Simms Strategies, LLC as Federal Lobbying Consultant.....	31
34. USM – Approval of Cassidy & Associates, Inc. as Federal Lobbying Consultant .....	31

#### Approval of Legislative Liaisons

35. ASU – Approval of Dr. Alfred Rankins, Jr. as Legislative Liaison .....	31
36. ASU – Approval of Marcus Ward as Legislative Liaison .....	32
37. DSU – Approval of Dr. Michelle Roberts as Legislative Liaison .....	32
38. JSU – Approval of Dr. William McHenry as Legislative Liaison.....	32
39. MSU – Approval of Lee Weiskopf as Legislative Liaison.....	32
40. MUW – Approval of Nora Miller as Legislative Liaison.....	32
41. MVSU – Approval of La Shon F. Brooks as Legislative Liaison .....	33
42. UM – Approval of Perry Sansing as Legislative Liaison .....	33
43. UMMC – Approval of Tara Mounger as Legislative Liaison .....	33
44. UMMC – Approval of Wesley Clay as Legislative Liaison.....	33
45. UMMC – Approval of Rachel J. Gressett as Legislative Liaison.....	33
46. UMMC – Approval of Dr. Claude Brunson as Legislative Liaison .....	33
47. USM – Approval of Chad Driskell as Legislative Liaison .....	34
48. SYSTEM – Approval of Dr. Glenn Boyce as Legislative Liaison .....	34
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#### **PERSONNEL**

1. Employment (DSU, MSU, MVSU, UM) .....	1
2. Change of Status (JSU).....	3
3. Tenure (JSU, MVSU, UMMC, USM).....	3
4. Sabbatical (JSU, USM).....	4
5. Emeritus Status (USM).....	4
6. Other Actions (UM).....	4

## **ADMINISTRATION/POLICY**

1. SYSTEM – Approval of Independence Day to be Celebrated July 3 and 4, 2017.....1

## **REGULAR AGENDAS**

### **ACADEMIC AFFAIRS**

Trustee Tom Duff

1. SYSTEM – Approval for First Reading for Board Policy Section 500 – 521 Adult Degree Completion Program.....1

### **FINANCE**

Trustee Christy Pickering

1. SYSTEM – Request for Approval of Fiscal Year 2018 Operating Budgets .....1
2. SYSTEM – Request for Approval of Fiscal Year 2019 Proposed Funding Priorities.....1
3. ASU – Request to Institute Student Activities Fee (Final Read).....1
4. JSU – Request to Approve a Bond Resolution for \$6 Million for The Jackson State University Educational Building Corporation for the Purpose of Reimbursing Expenditures for Improvements and Maintenance of Facilities, to Review the Financial Advisor’s Report, and to Approve Bond Counsel, Financial Advisor and Underwriter .....2
5. UMMC – Request Approval to Enter into an Agreement with INO Therapeutics LLC d/b/a Mallinckrodt .....4
6. UMMC – Request Approval to Enter into an Agreement with the Mississippi Organ Recovery Agency, Inc. (MORA).....7

### **REAL ESTATE**

Trustee Hal Parker

#### **Approval of Appointments of Professionals/Approval of Budget Increases and/or Changes of Scope/Change of Funding Source(s)**

##### ***IHL Projects***

1. UM – IHL 207-431 – Crosby Hall Bathroom Renovations, Design Professional – McCarty Architects.....2

##### **Approval of Other Real Estate Requests**

2. UM – Approval of Purchase/Lease of Property – Baptist Memorial Health Care Corporation – 2301 South Lamar Avenue – Oxford, MS.....4

**LEGAL**  
Trustee Alan Perry

1. UMMC – Approval to Renew Contract with Bradley, Arant, Boult, Cummings, LLP as Outside Counsel.....1
2. MSU – Approval to Settle IHL Self-Insured Workers’ Compensation Claim No. 55-36806 .....1
3. UMMC – Approval to Settle IHL Self-Insured Workers’ Compensation Claim No. 55-37659-1 .....1
4. SYSTEM – Request for Approval for Final Adoption of New Policy 201.0104 Removal of Board Members .....1

**ADMINISTRATION/POLICY**  
Commissioner Glenn Boyce

1. SYSTEM – Approval for Final Reading of Proposed Amendments to Board Bylaw 301.0802 Institutional Executive Officer Assessment/Evaluation .....1

**INFORMATION AGENDAS**  
Commissioner Glenn F. Boyce

**REAL ESTATE**

SYSTEM – Real Estate Items Approved Subsequent to the May 18, 2017 Board Meeting

Delta State University .....	2
Mississippi State University .....	4
Mississippi University for Women.....	9
Mississippi Valley State University .....	10
University of Mississippi.....	10
University of Mississippi Medical Center.....	11
University of Southern Mississippi .....	13

**LEGAL**

1. SYSTEM – Report of Payments to Outside Counsel .....1
2. DSU – Emergency Approval To Contract With Mayo Mallette, PLLC As Outside Counsel .....4

**ADMINISTRATION/POLICY**

1. SYSTEM – Commissioner’s Notification of Approval..... 1



**ADDITIONAL AGENDA ITEMS IF NECESSARY**

**OTHER BUSINESS/ANNOUNCEMENTS**

**EXECUTIVE SESSION IF DETERMINED NECESSARY**

**ADJOURNMENT**

MISSISSIPPI  
BOARD OF TRUSTEES  
OF STATE  
INSTITUTIONS OF HIGHER LEARNING



MINUTES FOR:

May 18, 2017 Regular Board Meeting  
May 22, 2017 Special Call Board Meeting  
May 31, 2017 Special Call Board Meeting

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 18, 2017**

**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 November 22, 2016, to each and every member of said Board, said date being at least five days prior to this May 18, 2017 meeting. At the above-named place there were present the following members to wit: Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christine Pickering, Dr. Douglas Rouse, Mr. C.D. Smith and Dr. J. Walt Starr. The meeting was called to order by Dr. Doug Rouse, President. Trustee Alfred McNair introduced Dr. Terry Davis, a Jackson State University alumna.

**ANNOUNCEMENT**

- President Bill LaForge recognized Mr. John Pearce, IHL Associate Commissioner of Finance and Administration, who recently received his doctorate of education degree from Delta State University.

**INTRODUCTION OF GUESTS**

- President Rouse welcomed the Student Government Association Officers: Patrick Herbert, SGA President at Alcorn State University; Tyler McMurray, SGA President at Mississippi State University; and William Thomas, SGA President at the University of Mississippi Medical Center.

**APPROVAL OF THE MINUTES**

On motion by Trustee Pickering, seconded by Trustee Morgan, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meetings held on April 19, 2017; April 20, 2017; April 20, 2017; and May 8, 2017.

**CONSENT AGENDAS**

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

**FINANCE**

1. **MSU** – Approved the request to enter into a contract with Anthony Travel, LLC to provide comprehensive Travel Agency Services for MSU's Athletic Department. It is understood that Mississippi Code 25-3-41 (9)(a) requires approval from both the IHL Board and the Mississippi Department of Finance and Administration (DFA) for this agreement. MSU will submit a copy of the DFA approval as soon as it is obtained. The contract will begin when signed by both parties and will be for a term of two years with an option to renew for, up to, five additional two-year

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periods. Therefore, the maximum term under this contract could be up to 12 years total. The agreement is for \$91,500 per year. This will increase at a rate of 3% annually during the term of the agreement. If the contract were to run for the full two years with option to renew for up to 5 additional two-year terms, the total would be \$1,298,570.70. However, this amount may vary if additional services or savings are determined during the term. Funds are available from Athletics Funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

2. **UM** – Approved the request to enter into a contract with STM Charters, Inc. for passenger charter air transportation and related services for the 2017 football season. The contract will begin on September 14, 2017 and end on November 4, 2017. The contract amount is \$432,800 which is billed in two installments. The funding source for this contract is the Athletics Department Operating Funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
3. **UMMC** – Approved the request to enter into an amendment with Clinical Drug Information, LLC (successor -in-interest to Wolters Kluwer Health, Inc.), for the software licenses needed for the ongoing use of Medi-Span Knowledge drug databases. Many of these databases are necessary to meet the meaningful use requirements for electronic health records. The amendment will provide for a one year extension to the term and an increase in licenses volume in order to provide Epic Community Connect (ECC) to the ECC clients, the first of which will be the Mississippi Department of Health (MSDH). The term of this amendment will be twelve (12) months beginning on June 1, 2017 and ending May 31, 2018. The total term of this agreement will be six years beginning June 1, 2012 and ending May 31, 2018. The estimated cost of this amendment is \$102,292, further described in the breakdown included in the bound *May 18, 2017 Board Working File*. This third amendment will bring the total estimated cost of this agreement to \$511,004 over its term. Funding of this agreement will include patient revenue to the extent the licensed products are used by UMMC providers. For licenses provided to the ECC clients, the first of which is MSDH, the funding will be derived from the client who will reimburse UMMC for the 100% of the associated costs of the licenses. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
4. **UMMC** – Approved the request to amend the current Customer Agreement with Mobile Medic Ambulance Service, Inc. d/b/a American Medical Response (AMR) to reduce the number of vehicles provided by AMR and the monthly pricing for the remaining vehicles accordingly. AMR provides transportation services for critically ill pediatric and neonatal patients from across Mississippi to the only children's hospital in the state and a higher level of care. The total term of the agreement is six (6) years, from September 1, 2013 to August 31, 2019. The First Amendment will be effective June 1, 2017, and continue through the Agreement expiration on August 31, 2019. The original cost of the Agreement was \$1,257,679.22. At the time, the agreement was renewed in August 2016, the estimated cost of the six-year agreement was \$2,620,477.23. The First Amendment will reduce the total estimated cost of the six-year agreement to \$2,182,991.23, for an overall savings of \$437,485.99. The fee schedule under the amended agreement is as follows:
  - a.) Monthly fee of \$4,725.00 for the use of one transport vehicle and the assurance of one backup vehicle if the primary vehicle is unavailable; b.) Base rate of \$210.00 to be assessed on every trip; c.) Charge of \$15.25 per fifteen-minute interval starting after the first fifteen-minute interval following arrival at the site from which the patient will be transported; and d.) Charge of \$61.00 per hour for making a transport vehicle and driver available for marketing and public relations

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events. The agreement provides for an increase in the above rates and fees on January 1 of each year. This increase will be equal to the percentage increase in the Consumer Price Index (CPI) during the most recent twelve-month period for which published figures are available from the U.S. Department of Labor. To date, AMR has not increased pricing under the agreement. To determine the estimated cost of the agreement, UMMC increased the above rates and fees by 7% per year to account for the potential increases, including CPI increases, volume increases, and adjustments for changed circumstances (increased fuel costs, new regulatory requirements, and new clinical standards). A breakdown of the total estimated cost of the agreement is included in the bound *May 18, 2017 Board Working File*. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

5. **UMMC** – Approved the request to enter into an Interventional Cardiology Agreement with Boston Scientific Corporation (BSX) to purchase various consumable commodities and equipment for use during Interventional Cardiovascular procedures. The commodities and equipment include drug-eluting stents, catheters, and guidewires. This contract will be for a period of twenty-four (24) months from June 1, 2017, through May 31, 2019. The total estimated cost over the term of the agreement is \$3,000,000. The actual contract cost will vary upon the number of interventional cardiovascular procedures performed on applicable patients. This agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
6. **UMMC** – Approved the request to enter into an In-Hospital Dialysis Services Agreement with Bio-Medical Applications of Mississippi, Inc., which is an affiliate of Fresenius Medical Care Holdings, Inc. d/b/a Fresenius Medical Care North America (collectively, "Fresenius"). The Board also granted retroactive approval for \$295,694.08 expended under the existing agreement between July 1, 2014 and December 31, 2016. Under the In-Hospital Services Agreement, Fresenius will provide inpatient hemodialysis to patients at UMMC Grenada as required and ordered by a medical provider. The term of the agreement is three years, from June 1, 2017, through May 31, 2020. The total estimated cost of the three-year agreement is \$625,000. The total cost includes a monthly flat fee and hourly service charges, as well as variables including services provided outside of regular business hours or on holidays, cancelled procedures, additional disinfection, additional UMMC-required education, patient volume increases, and an annual three percent (3%) price increase. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
7. **UMMC** – Approved the request to enter into an Integrated Delivery Network (IDN) Agreement with DePuy Synthes Sales, Inc. for the purchase and consignment of neurosurgical (cranial) implants, instrumentation and supplies used in adult and pediatric surgical procedures. The consignment option under the agreement will allow for the neurosurgical implant systems to be available at all times to UMMC surgeons, ensuring immediate treatment for trauma patients, without cost to UMMC until the implant systems are used. The savings in year one of this agreement ranges from \$123,000 to \$148,000. In addition, UMMC will receive discounted pricing on the products purchased under this agreement by using DePuy and no more than one (1) additional vendor for neurosurgical implants. The term of the agreement is for three (3) years beginning on or about May 1, 2017 through April 30, 2020. The estimated total contract amount over the three (3) year term is \$2,880,047, based upon historical spend on maxillofacial implants,

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instrumentation, and supplies. UMMC has calculated a twenty percent (20%) annual increase in patient volume each year. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

8. **UMMC** – Approved Amendment 15 to its current license and support agreement with Epic Systems Corporation. The amendment will allow UMMC to increase the volume of inpatient and ambulatory licenses “as needed” for Epic Community Client (ECC) client, Mississippi Department of Health (MSDH). In addition, the amendment changes the payment terms related to the fees for such increased volume licenses, to allow UMMC to pay the fees when the increase is needed, so long as the option is taken by September 30, 2017. The term of amendment 15 will begin on or about June 1, 2017, and is coterminous with the current Epic License and Support Agreement which remains in effect in perpetuity in regards to the licenses, and it is also coterminous regarding maintenance coverage which ends August 22, 2019. The estimated cost of the amendment will depend on the number of licenses UMMC needs for MSDH. At this time, the estimated cost is \$804,408 out of a maximum potential cost of \$3,099,347. The amendment cost will be paid by MSDH. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
9. **UMMC** – Approved a Service Request with Epic Systems Corporation to provide for implementation services, annual maintenance, project team training services and post-live services for the Epic Wisdom General Dentistry (Wisdom) application. UMMC originally purchased the Wisdom application in 2014, pursuant to Amendment four (4) to the Epic Agreement. UMMC has implemented Wisdom at its Batson Pediatric Dental Clinic and it is being utilized by Oral Maxiofacial specialist; however, the UMMC School of Dentistry is now ready to implement the application for use in its on-campus dental clinics and its clinic located at the Jackson Medical Mall. As a result of the expanded use of the application, UMMC is initiating this Epic Service Request to take advantage of Epic implementation services, pay maintenance of the application on an annual basis, and purchase project team training services. Additionally, as post-live services will be needed, UMMC will prepay for post-live activities in order to receive a discount on such services. The term of the service request will begin on or about June 1, 2017, and continue through implementation. Estimated implementation time is expected to last ten (10) months, with the post-live support that will include but not be limited to, post-live trips by Epic at two (2), four (4) and eight (8) months post-live use of the application. Annual services will began after first live use and will be coterminous with the current Epic License and Support Agreement, which remains in effect in perpetuity in regards to the licenses, and it is also coterminous regarding maintenance coverage which ends August 22, 2019. The costs associated with this Epic Service Request is \$290,916.00, which brings the total estimated cost of the Epic Agreement to \$67,359,789.01. The agreement continues to be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
10. **USM** – Approved the request to enter into contract for Air Charter service for the University's football team during the 2017 Season. This agreement is for Air Planning, LLC to arrange for the University's air charters with Sun Country for four away games this season. This agreement calls for flights from the Hattiesburg-Laurel Regional Airport, Hattiesburg, MS to San Antonio, TX, Knoxville, TN, Houston, TX, and Huntington, WV. In accordance with IHL Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved payment in advance as set

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forth in the terms of the agreement. The term of this agreement will commence upon execution by both parties after approval by the IHL Board. The term will conclude at the end of the last scheduled flight on November 25, 2017. For this service, the University will pay Air Planning, LLC the sum of \$296,500 plus any fuel surcharges that result from market fuel prices. The fuel surcharges are currently estimated at \$10,000 for a total contract amount of \$306,500. The fuel base for flights operated under this agreement is \$2.50 per gallon. The agreement will be funded by Auxiliary Funds from the University's Department of Athletics. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

11. **USM** – Approved the request to enter into a license and distribution agreement with Conscious Content Media, Inc. (CCM) to co-develop and co-produce several educational and interactive “digital stories” to be used to educate children between the ages of two (2) and eight (8) and to distribute the CCM applications to school systems by which the digital stories will be delivered. In accordance with IHL Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved the prepayment of the services. The initial term of the contract will start June 1, 2017 and have a term of three (3) years ending on May 31, 2020. The parties may agree in writing to extend the initial term. The amount of the contract will not exceed \$309,000. Payment will be in accordance with the following schedule: Payment 1: \$154,500 upon execution of the agreement; Payment 2: \$77,250 due upon completion of the first anniversary of the agreement; and Payment 3: \$77,250 due upon completion of the second anniversary of the agreement. This contract is being funded through a grant from the W.K. Kellogg Foundation executed in December 2016. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
12. **USM** – Approved the request to enter into an agreement with Oceaneering International, Inc. for the ECOGIG Consortia's use of the vessel, the *R/V Ocean Intervention II*, for a research cruise to take place in June 2017. This contract is for services which include use of the ship's time, equipment, including its Remotely Operated Vessel (ROV), and the ship's technical support crew in support of Gulf research. The term of this agreement will be for 14 days total. The cruise will begin June 12, 2017 and continue through June 22, 2017. There will be two (2) days for mobilization (June 10-11) and one (1) day for demobilization (June 23). The dates are flexible in the event delays occur with Mob/Demob, transit, *force majeure*, etc. The total cost is estimated at \$600,000. The cost is a lump sum payment for vessel time, project management and engineering, ROV System Mob/Demob, and offshore project execution costs. The cost for vessel time may be adjusted for actual fuel costs and overall vessel utilization. If there are extra work days added, the extra work rate/standby rate is \$40,356 per day. There is also the potential of additional costs for unforeseen circumstances such as (a) downtime associated with a weather system, which later becomes a named storm, (b) delays resulting from changes in the Maritime Security Level imposed by U.S. regulatory bodies, and (c) disembarkation prior to project completion pursuant to U.S. Coast Guard Regulation (Title 19 of the U.S. Code, Part 1433); however, there is no practical way to estimate these costs. Payment will be issued based upon receipt of an approved invoice for actual services rendered. The agreement will be funded by an external grant ECOGIG, grant number GR05251. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
13. **USM** – Approved the request to enter into an enrollment management support services agreement with Royall & Company for its undergraduate enrollment and admissions department in the form

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of direct marketing via paper, email, and online communication channels. In accordance with Board Policy 707.03 Approval of Prepayment for Goods or Services, the Board approved a partial payment in advance as set forth in the terms of the agreement. The term of the agreement is three (3) years, from July 1, 2017 through June 30, 2020. The total estimated cost of the contract over the three-year term is \$1,385,419. The list costs will be billed directly by list source providers over the three-year term and are estimated to be \$175,470. The digital media costs over the three-year term are estimated to be \$39,076. The postage costs over the three-year term are estimated to be \$102,853. Any surplus digital media and postage monies not used by Facebook/Google and the Postal Service, respectively, will be returned to USM as a credit. A chart summarizing the contract's estimated costs is included in the bound *May 18, 2017 Board Working File*. The cost of these services will be paid using E & G funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

14. **USM** – Pending review and approval by the Attorney General's Office, the Board approved the request to enter into a Food Services agreement with Tony's King of Steaks, Inc. for its Gulf Coast Research Laboratory (GCRL) facility. The contract is for the contractor to supply meals for students attending USM's Summer Field Program (SFP) and Coastal Sciences Camps (CSC), as well as serving as the sole provider of food services for all catered events with more than 20 participants while at GCRL during the period of the contract. The contractor will be allowed to prepare and serve additional items to visiting students and USM program participants while at GCRL. The short-order walk-in business will be managed and operated solely at the discretion of the Contractor. The term of this contract will be from May 18, 2017, through December 1, 2019, with the option to renew for three (3) additional one-year periods. The total contract amount is estimated at \$450,000, but this is dependent upon student enrollment and other unknown factors such as demand outside of students. The unit pricing of the meals per SFP student, per day, will be \$24.45. USM will be invoiced for the number of students served under the SFP Meal Plan at the end of each month. Additionally, USM will pay the Contractor for individual meals provided to SFP instructors, Teaching Assistants (TAs), or SFP program personnel and for individual meals reserved under the Marine Education Center (MEC's) CSC programs at the following rates: Breakfast \$6.95, Lunch \$8.25 and Dinner \$9.25. This contract will be funded by revenue generated from college students, public school groups, various program participants, and other campus activities requiring meals.
15. **USM** – Approved the request to contract with United Healthcare Insurance Company for health insurance for graduate and resident assistants, international students and domestic undergraduate students. This group insurance plan will allow students who need affordable health insurance coverage to have access to comprehensive coverage at a reasonable cost which is lower than rates available to them on an individual basis. The contract will be annual, from on or about August 15, 2017, to August 17, 2018 with an option to renew annually. The contract amount varies depending upon the number of students who elect to purchase the insurance. Total premium payments in FY 2017 were approximately \$1,600,000 with USM paying approximately \$547,742 and students paying the remainder. This insurance program is funded by direct bursar billings to students; fringe benefit charges build into externally funded contracts and grants; auxiliary funds; and, institutional funds. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.



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16. **USM** – Approved the request to enter into an agreement with The University of Rhode Island (URI) for the use of the vessel, *R/V Endeavor*, to conduct a research cruise. The vessel is owned by the National Science Foundation and is operated and managed by URI for marine research. The term of the agreement is 32 days starting on May 29, 2017 and ending on June 29, 2017. The total estimated cost of this agreement is \$869,851.70. The cost is based on a daily rate of \$21,862 for vessel time and a total of \$151,791 for marine technology support. (One marine tech will be on board all the time, including the transit from North Carolina, while a second tech will join the ship in Gulfport.) Other costs include a lab van rental and transport costs of approximately \$15,824.10, and rental of a winch for \$2,652.60. The cost for vessel time may be adjusted for actual fuel costs and overall vessel utilization. Payment will be issued based upon receipt of an approved invoice for actual services rendered. The agreement will be funded by an external grant EOGIG-2, grant number GR05251. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
17. **MSU –Exhibit 1** represents the approval of Mississippi Information Technology Services (MS-ITS) Board for the amendment to extend Ellucian Technical Currency and support services for the Ellucian software suite of products for Mississippi State University. The Attorney General's staff assigned to the MS-ITS reviewed this amendment prior to its execution. The supplement to the Master Agreement for software and services is between Ellucian Company, L.P. and MS-ITS behalf of MSU. (**See Exhibit 1.**)

**REAL ESTATE**

18. **DSU** – Approved the initiation of **GS 102-264, Pre-Plan New President's House**, and the appointment of Eley Barkley Engineering & Architecture as the design professional. Eventually, the new home will be built on the site of the demolished old President's House. The estimated project budget is \$85,000. Funds are available from General Funds Transferred to the Bureau of Building (\$85,000).
19. **MSU** – Approved the initiation of **GS 105-357, Pre-Plan Music Building**, and appointment of Allred Architectural Group, P.A. as the design professional. The new building will be approximately 30,000 square feet and will include architectural, structural, mechanical, plumbing, electrical, and required furnishings. The proposed project budget is \$700,000. Funds are available from HB 1729, Laws of 2016 (\$700,000).
20. **UMMC** – Approved the appointment of Foil Wyatt Architects as the design professional for **GS 109-223, Clinical Research Unit**, as a result of the Request for Qualifications process. The Adult Hospital currently has shelled floors on the 6th and 7th floors. This project will build out approximately one half of the 6th floor. The build-out will contain patient beds and support spaces that will allow patients to be treated through innovative research techniques. The project budget is \$7.5 million. Funds are available from HB 1729, Laws of 2016 (\$7,500,000).
21. **UM** – Approved the initiation of **IHL 207-435, Guyton Drive Modifications**, and the appointment of A2H, PLLC as the design professional. The project consists of reworking the round-a-bout in front of Guyton Hall to align with Guyton Place and Magnolia Drive (Chapel Bell Tower), which coincides with the university master plan. The project budget is \$1,257,400. Funds are available from Internal R&R (\$1,257,400).
22. **MUW** – Approved the request to increase the project budget for **GS 104-189, Physical Plant Warehouse/Office Facility**, from \$1 million to \$1,059,550 for an increase of \$59,550. The increase will allow the university to award the project with the lowest bidder plus alternates 1 and

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2. The project consists of the complete construction of a 6,477 square foot warehouse building / office facility near the mini-storage units. The building will replace the current warehouse that is in deteriorating condition. Funds are available from SB 2906, Laws of 2015 (\$1,059,550).

**PERSONNEL REPORT**

**23. EMPLOYMENT**

**University of Mississippi**

- Susan Duncan; Dean and Professor of Law; J.D.; \$340,000 per annum, pro rata; E&G Funds; effective August 1, 2017 to June 30, 2018, tenure granted upon appointment (*12 month contract*)
- Aimee Nezhukumatathil; Professor of English and Creative Writing; M.F.A.; \$82,000 per annum, pro rata; E&G Funds; August 17, 2017 to May 12, 2018; tenure granted upon appointment (*9 month contract*)

**24. CHANGE OF STATUS**

**Mississippi State University**

- Rickey L. Travis, *from* Interim Dean and Professor, Academic Affairs - College of Arts and Sciences; salary of \$180,000 per annum, pro rata; E&G Funds; 12 month; *to* Dean and Professor, Academic Affairs – College of Arts and Sciences; salary of \$220,000 per annum, pro rata; E&G Funds; 12 month, effective May 1, 2017.

**University of Southern Mississippi**

- Allyson Easterwood; *from* Associate Vice President for Financial Affairs; salary of \$140,000 per annum, pro rata; E&G Funds; *to* Interim Vice President for Finance and Administration; salary of \$175,000 per annum, pro rata; E&G Funds; effective April 25, 2017
- Douglas H. Vinzant; *from* Vice President for Finance and Administration; salary of \$220,000 per annum, pro rata; E&G Funds; *to* Special Assistant to the President; salary of \$90,000 per annum, pro rata; E&G Funds; effective April 25, 2017

**25. TENURE (and Promotions where noted)**

**Alcorn State University**

- Byron Johnson; *promotion* to Associate Professor, Department of Fine Arts, School of Arts and Sciences; effective August 15, 2017 (*9 month contract*)
- Renardo Murray; *promotion* to Associate Professor, Department of Fine Arts, School of Arts and Sciences; effective July 1, 2017 (*12 month contract*)
- Chunquan Zhang; *promotion* to Associate Professor, Department of Agriculture, School of Agriculture; effective August 15, 2017 (*9 month contract*)

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**Delta State University**

- Mistie Barnes, Associate Professor of Counselor Education, Division of Counselor Education and Psychology, College of Education and Human Sciences; effective August 21, 2017 (*9 month contract*)
- Brian Becker, Associate Professor of History, Division of Social Sciences and History, College of Arts and Sciences; effective August 21, 2017 (*9 month contract*)
- Leslie Green-Pimentel, Associate Professor of Community Development, Division of Social Sciences and History, College of Arts and Sciences; effective August 21, 2017 (*9 month contract*)
- Séverine Groh, Associate Professor of Biology, Department of Biological Sciences, College of Arts and Sciences; effective August 21, 2017 (*9 month contract*)
- Thomas Laub, Associate Professor of History, Division of Social Sciences and History, College of Arts and Sciences; effective August 21, 2017 (*9 month contract*)
- Lekeitha Morris, Associate Professor of Speech and Hearing Sciences, Department of Speech and Hearing Sciences, College of Arts and Sciences; effective August 21, 2017 (*12 month contract*)
- H. M. Reza, Associate Professor of Biology, Department of Biological Sciences, College of Arts and Sciences; effective August 21, 2017 (*9 month contract*)
- Clint Tibbs, Associate Professor of Philosophy, Division of Languages and Literature, College of Arts and Sciences; effective August 21, 2017 (*9 month contract*)
- Yongqin Zhang, Associate Professor of Geospatial Technologies, Department of Biological Sciences, College of Arts and Sciences; effective August 21, 2017 (*9 month contract*)

**Mississippi University for Women**

- Ian Childers; *promotion* to Associate Professor of Art, College of Arts and Sciences; effective May 2017 (*9 month contract*)
- Lee Crouse; *promotion* to Associate Professor of Theatre, College of Arts and Sciences; effective May 2017 (*9 month contract*)
- Brenda Dickey; *promotion* to Associate Professor of Education, College of Education and Human Sciences; effective May 2017 (*9 month contract*)
- Amber Handy; *promotion* to Associate Professor of History, College of Arts and Sciences; effective May 2017 (*12 month employee*)
- Jonathon Hooks; *promotion* to Associate Professor of History, College of Arts and Sciences; effective May 2017 (*9 month contract*)
- Melissa Smith; *promotion* to Associate Professor of Communication, College of Arts and Sciences; effective May 2017 (*9 month contract*)

**University of Mississippi**

- Joel C. Amidon, *promotion* to Associate Professor of Secondary Education, School of Education; effective August 17, 2017 (*9 month contract*)
- Matthew R. Bondurant, *promotion* to Associate Professor of English, College of Liberal Arts; effective August 17, 2017 (*9 month contract*)
- Javier F. Boyas, Associate Professor of Social Work, School of Applied Sciences; effective August 17, 2017 (*9 month contract*)

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- Tracy A. Brooks, *promotion* to Associate Professor of Pharmacology and Research Associate Professor in the Research Institute of Pharmaceutical Sciences, School of Pharmacy; effective July 1, 2017 (*12 month contract*))
- W. Tucker Carrington, Director of the Innocence Project and Associate Professor of Law, School of Law; effective July 1, 2017 (*12 month contract*)
- Jeffery Carter, *promotion* to Associate Professor of Political Science, College of Liberal Arts; effective August 17, 2017 (*9 month contract*)
- Cristin E. Ellis, *promotion* to Associate Professor of English, College of Liberal Arts; effective August 17, 2017 (*9 month contract*)
- Stephen Fier, *promotion* to Associate Professor of Finance, School of Business Administration; effective August 17, 2017 (*9 month contract*)
- Maria Gondo, *promotion* to Associate Professor of Management, School of Business Administration; effective August 17, 2017 (*9 month contract*)
- Joshua Robert Hendrickson, *promotion* to Associate Professor of Economics, College of Liberal Arts; effective August 17, 2017 (*9 month contract*)
- Cynthia Joyce, *promotion* to Associate Professor of Journalism, Meek School of Journalism and New Media; effective August 17, 2017 (*9 month contract*)
- Burhanettin Keskin, Associate Professor of Early Childhood Education, School of Education; effective August 17, 2017 (*9 month contract*)
- Paul D. Loprinzi, *promotion* to Associate Professor of Health, Exercise Science and Recreation Management, School of Applied Sciences; effective August 17, 2017 (*9 month contract*)
- Jos E. Milton, *promotion* to Associate Professor of Music, College of Liberal Arts; effective August 17, 2017 (*9 month contract*)
- Mark Jason Ortwein, *promotion* to Associate Professor of Curriculum and Instruction, School of Education; effective August 17, 2017 (*9 month contract*)
- Jodi Skipper, *promotion* to Associate Professor of Anthropology, College of Liberal Arts; effective August 17, 2017 (*9 month contract*)
- Roy J. Thurston, *promotion* to Associate Professor of Special Education, School of Education; effective August 17, 2017 (*9 month contract*)

**University of Mississippi Medical Center**

- Nicole Borges, Professor of Pediatrics, School of Medicine; effective July 1, 2017 (*12 month contract*)
- Alan Jones, Professor of Emergency Medicine, School of Medicine; effective July 1, 2017 (*12 month contract*)
- Ji Li, Associate Professor of Physiology and Biophysics, School of Medicine; effective July 1, 2017 (*12 month contract*)
- Kandy Smith, Professor of Nursing, School of Nursing; effective July 1, 2017 (*12 month contract*)
- Rebecca Sugg, Associate Professor of Neurology, School of Medicine; effective July 1, 2017 (*12 month contract*)
- Xinchun Zhou, *promotion* to Associate Professor of Pathology, School of Medicine; effective July 1, 2017 (*12 month contract*)

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**University of Southern Mississippi**

- Fengwei Bai, *promotion* to Associate Professor, Department of Biological Sciences, College of Science and Technology; effective August 14, 2017 (9 month contract)
- Jacob W. Breland, *promotion* to Associate Professor, Department of Management and International Business, College of Business; effective August 14, 2017 (9 month contract)
- Holly Huye, *promotion* to Associate Professor, Department of Nutrition and Food Systems, College of Health; effective August 14, 2017 (9 month contract)
- Sungsoo Kim, *promotion* to Associate Professor, Department of Economic Development, Tourism and Sport Management, College of Business; effective August 14, 2017 (9 month contract)
- Maria A. Leach, Associate Professor, School of Accountancy, College of Business; effective August 14, 2017 (9 month contract)
- Alisa Lowrey, Associate Professor, Department of Curriculum, Instruction and Special Education, College of Education and Psychology; effective August 14, 2017 (9 month contract)
- Mark C. Rigsby, *promotion* to Associate Professor, Department of Art and Design, College of Arts and Letters; effective August 14, 2017 (9 month contract)
- Amanda Lynn Schlegel, *promotion* to Associate Professor, School of Music, College of Arts and Letters; effective August 14, 2017 (9 month contract)

**26. PROMOTIONS**

**University of Mississippi**

- Zulfiqar Ali, *promotion* to Senior Research Scientist, NCNPR, School of Pharmacy; effective July 1, 2017 (12 month contract)
- Tiffany A. Bensen, *promotion* to Lecturer of Biology, College of Liberal Arts; effective August 17, 2017 (9 month contract)
- Luca Bombelli, *promotion* to Professor of Physics and Astronomy, College of Liberal Arts; effective July 1, 2017 (12 month contract)
- Paul Keith Boran, *promotion* to Lecturer of Writing & Rhetoric, College of Liberal Arts; effective August 17, 2017 (9 month contract)
- Meagan Brown, *promotion* to Clinical Associate Professor of Pharmacy Practice, School of Pharmacy; effective July 1, 2017 (12 month contract)
- Daphne S. Cain, *promotion* to Professor of Social Work, School of Applied Sciences; effective July 1, 2017 (12 month contract)
- Marco Cavaglia, *promotion* to Professor of Physics and Astronomy, College of Liberal Arts; effective August 17, 2017 (9 month contract)
- Narayan Das Chaurasiya, *promotion* to Research Scientist, NCNPR, School of Pharmacy; effective July 1, 2017 (12 month contract)
- Yixin Chen, *promotion* to Professor of Computer and Information Science, School of Engineering; effective August 17, 2017 (9 month contract)
- Courtney Strong Davis, *promotion* to Clinical Associate Professor of Pharmacy Practice, School of Pharmacy; effective July 1, 2017 (12 month contract)

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- Gordon Huey Dunkin, *promotion* to Lecturer of Writing & Rhetoric, College of Liberal Arts; effective August 17, 2017 (9 month contract)
- Lorena Ribeiro De Carvalho Fonseca, *promotion* to Senior Lecturer of French, College of Liberal Arts; effective August 17, 2017 (9 month contract)
- Mary Allison Ford-Wade, *promotion* to Professor of Health, Exercise Science and Recreation Management, School of Applied Sciences; effective August 17, 2017 (9 month contract)
- Wendy Denise Goldberg, *promotion* to Lecturer of Composition & Rhetoric, College of Liberal Arts; effective July 1, 2017 (12 month contract)
- Denis Charles Goulet, *promotion* to Senior Lecturer of Biology, College of Liberal Arts; effective August 17, 2017 (9 month contract)
- Shari Hodges Holt, *promotion* to Instructional Associate Professor of English, College of Liberal Arts; effective August 17, 2017 (9 month contract)
- Neil A. Manson, *promotion* to Professor of Philosophy, College of Liberal Arts; effective August 17, 2017 (9 month contract)
- Lucile M. McCook, *promotion* to Senior Lecturer of Biology, College of Liberal Arts; effective August 17, 2017 (9 month contract)
- Jerilou J. Moore, *promotion* to Professor of Curriculum and Instruction, School of Education; effective August 17, 2017 (9 month contract)
- Gene Breese Quinn, *promotion* to Professor of Physics, College of Liberal Arts; effective August 17, 2017 (9 month contract)
- Mohamed Mahmoud Radwan, *promotion* to Senior Research Scientist, NCNPR, School of Pharmacy; effective July 1, 2017 (12 month contract)
- Margaret Jeanine Rauch, *promotion* to Lecturer of Writing & Rhetoric, College of Liberal Arts; effective July 1, 2017 (12 month contract)
- Krista Dale Riche, *promotion* to Clinical Associate Professor of Pharmacy Practice, School of Pharmacy; effective July 1, 2017 (12 month contract)
- Mary G. Roseman, *promotion* to Professor of Nutrition and Hospitality Management, School of Applied Sciences; effective August 17, 2017 (9 month contract)
- Angela Sykes Rutherford, *promotion* to Professor of Teacher Education, School of Education; effective July 1, 2017 (12 month contract)
- Denise A. Soares, *promotion* to Associate Professor of Special Education, School of Education; effective August 17, 2017 (9 month contract)
- Maribeth Stolzenburg, *promotion* to Research Professor of Physics and Astronomy, College of Liberal Arts; effective July 1, 2017 (12 month contract)
- Mary F. Thurlkill, *promotion* to Professor of Religion, College of Liberal Arts; effective August 17, 2017 (9 month contract)

**University of Mississippi Medical Center**

- Israh Akhtar, *promotion* to Professor of Pathology, School of Medicine; effective July 1, 2017 (12 month contract)
- Svenja Albrecht, *promotion* to Associate Professor of Medicine, School of Medicine; effective July 1, 2017 (12 month contract)

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- Janorkar Amol, *promotion* to Professor of Biomedical Materials Sciences, School of Dentistry; effective July 1, 2017 (12 month contract)
- Andrew Anderson, *promotion* to Professor of Emergency Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Ayman Asfour, *promotion* to Professor of Pathology, School of Medicine; effective July 1, 2017 (12 month contract)
- Rosanna Bahadur, *promotion* to Associate Professor of Ophthalmology, School of Medicine; effective July 1, 2017 (12 month contract)
- Jennifer Bain, *promotion* to Associate Professor of Periodontics and Preventive Sciences, School of Dentistry; effective July 1, 2017 (12 month contract)
- Patrick Bergin, *promotion* to Associate Professor of Orthopedic Surgery and Rehabilitation, School of Medicine; effective July 1, 2017 (12 month contract)
- John Bethea, *promotion* to Associate Professor of Anesthesiology, School of Medicine; effective July 1, 2017 (12 month contract)
- Josie Bidwell, *promotion* to Associate Professor of Nursing, School of Nursing; effective July 1, 2017 (12 month contract)
- Brian Borg, *promotion* to Professor of Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Kenneth Butler, *promotion* to Professor of Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Arthur Calimaran, *promotion* to Professor of Anesthesiology, School of Medicine; effective July 1, 2017 (12 month contract)
- William Campbell, *promotion* to Associate Professor of Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Susan Clark, *promotion* to Professor of Academic Information Services, Administration; effective July 1, 2017 (12 month contract)
- Linda Croff-Poole, *promotion* to Associate Professor of Health Sciences, School of Health Related Professions; effective July 1, 2017 (12 month contract)
- Dongmei Cui, *promotion* to Associate Professor of Neurobiology and Anatomical Sciences, School of Medicine; effective July 1, 2017 (12 month contract)
- Ninabehen Dave, *promotion* to Associate Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- Pierre DeDelva, *promotion* to Associate Professor of Surgery, School of Medicine; effective July 1, 2017 (12 month contract)
- Erin Dehon, *promotion* to Associate Professor of Emergency Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Sadhana Dharmapuri, *promotion* to Associate Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- Heather Drummond, *promotion* to Professor of Physiology and Biophysics, School of Medicine; effective July 1, 2017 (12 month contract)
- Seena “Shazowee” Edgerton, *promotion* to Associate Professor of Radiologic Sciences, School of Health Related Professions; effective July 1, 2017 (12 month contract)

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- Rana El Feghaly, *promotion* to Associate Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- Ingrid Espinoza, *promotion* to Associate Professor of Preventive Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Robert Eubanks, *promotion* to Associate Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- Kevin Freeman, *promotion* to Associate Professor of Psychiatry and Human Behavior, School of Medicine; effective July 1, 2017 (12 month contract)
- Natalie Gaughf, *promotion* to Professor of Family Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Matthew Graves, *promotion* to Professor of Orthopedic Surgery and Rehabilitation; effective July 1, 2017 (12 month contract)
- Cameron Guild, *promotion* to Professor of Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Michael Hall, *promotion* to Associate Professor of Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Craig Hallstrom, *promotion* to Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- Carrie Henderson, *promotion* to Associate Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- Jennifer Hong, *promotion* to Associate Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- John Ingram, *promotion* to Associate Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- Jeremy Jackson, *promotion* to Associate Professor of Dermatology, School of Medicine; effective July 1, 2017 (12 month contract)
- Jon Jackson, *promotion* to Associate Professor of Psychiatry and Human Behavior, School of Medicine; effective July 1, 2017 (12 month contract)
- Mary Johnson, *promotion* to Associate Professor of Otolaryngology and Communicative Sciences, School of Medicine; effective July 1, 2017 (12 month contract)
- Ellen Jones, *promotion* to Associate Professor of Health Administration, School of Health Related Professions; effective July 1, 2017 (12 month contract)
- Jonathan Jones, *promotion* to Professor of Emergency Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- David Josey, *promotion* to Associate Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- Denise Krause, *promotion* to Professor of Biomedical Materials Sciences, School of Dentistry; effective July 1, 2017 (12 month contract)
- Andrea Lewis, *promotion* to Associate Professor of Otolaryngology and Communicative Sciences, School of Medicine; effective July 1, 2017 (12 month contract)
- Kyle Lewis, *promotion* to Associate Professor of Ophthalmology, School of Medicine; effective July 1, 2017 (12 month contract)



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- Xiu Liu, *promotion* to Professor of Pathology, School of Medicine; effective July 1, 2017 (12 month contract)
- Robert Long, *promotion* to Associate Professor of Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Suvankar Majumdar, *promotion* to Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- Leslie McKenzie, *promotion* to Professor of Emergency Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Angela Morey, *promotion* to Associate Professor of Health Informatics and Information Management, School of Health Related Professions; effective July 1, 2017 (12 month contract)
- Nils Mungan, *promotion* to Professor of Ophthalmology, School of Medicine; effective July 1, 2017 (12 month contract)
- Todd Nichols, *promotion* to Associate Professor of Radiology, School of Medicine; effective July 1, 2017 (12 month contract)
- Sarah Novotny, *promotion* to Associate Professor of Obstetrics and Gynecology, School of Medicine; effective July 1, 2017 (12 month contract)
- Jeffrey Orledge, *promotion* to Professor of Emergency Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Michelle Owens, *promotion* to Professor of Obstetrics and Gynecology, School of Medicine; effective July 1, 2017 (12 month contract)
- Yi Pang, *promotion* to Associate Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- Jaimin Patel, *promotion* to Associate Professor of Pediatrics, School of Medicine; effective July 1, 2017 (12 month contract)
- Janet Ricks, *promotion* to Professor of Family Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- Brian Rutledge, *promotion* to Associate Professor of Health Administration, School of Health Related Professions; effective July 1, 2017 (12 month contract)
- Jennifer Sasser, *promotion* to Associate Professor of Pharmacology and Toxicology, School of Medicine; effective July 1, 2017 (12 month contract)
- Madhankumar Sathyamoorthy, *promotion* to Associate Professor of Anesthesiology, School of Medicine; effective July 1, 2017 (12 month contract)
- David Sawaya, *promotion* to Professor of Surgery, School of Medicine; effective July 1, 2017 (12 month contract)
- James Shaffery, *promotion* to Professor of Psychiatry and Human Behavior, School of Medicine; effective July 1, 2017 (12 month contract)
- Mario Sims, *promotion* to Professor of Medicine, School of Medicine; effective July 1, 2017 (12 month contract)
- David Stec, *promotion* to Professor of Physiology and Biophysics, School of Medicine; effective July 1, 2017 (12 month contract)
- Samuel Thigpen, *promotion* to Associate Professor of Medicine, School of Medicine; effective July 1, 2017 (12 month contract)

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- Laura Vick, *promotion* to Associate Professor of Surgery, School of Medicine; effective July 1, 2017 (12 month contract)
- Junming Wang, *promotion* to Professor of Pathology, School of Medicine; effective July 1, 2017 (12 month contract)
- Kimberley Ward, *promotion* to Professor of Dermatology, School of Medicine; effective July 1, 2017 (12 month contract)
- Amanda Witt, *promotion* to Associate Professor of Neurology, School of Medicine; effective July 1, 2017 (12 month contract)

**27. EMERITUS STATUS**

**University of Southern Mississippi**

- William C. “Bill” Smith, Assistant Professor Emeritus of Marketing and Economic Development; effective April 1, 2017

**28. OTHER ACTIONS**

**University of Mississippi**

*(Corrections to sabbatical dates approved February 16, 2017)*

FROM: Dr. Bradley L. Cook; Associate Professor of Classics; *from* salary of \$66,883 per annum, pro rata; E&G Funds; *to* salary of \$33,442 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to May 12, 2018; professional development.

TO: Dr. Bradley L. Cook; Associate Professor of Classics; *from* salary of \$66,883 per annum, pro rata; E&G Funds; *to* salary of \$33,442 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2017 to December 31, 2017; professional development.

FROM: Dr. Judson D. Watson III, Professor of English; *from* \$114,456 per annum, pro rata; E&G Funds; *to* \$57,228 per annum, pro rata; E&G Funds; effective August 17, 2017 to May 12, 2018; professional development.

TO: Dr. Judson D. Watson III, Professor of English; *from* \$114,456 per annum, pro rata; E&G Funds; *to* \$57,228 per annum, pro rata; E&G Funds; effective August 17, 2017 to December 31, 2017; professional development.

**ACADEMIC AFFAIRS**

Presented by Trustee Tom Duff, Chair

On motion by Trustee Duff, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the Academic Affairs Agenda. On motion by Trustee Duff, seconded Starr, with Trustee McNair absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #2.

1. **STATE** – Approved for final reading the proposed revisions to the Mississippi Nursing Degree Programs Accreditation Standards as follows:

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**STANDARD IV: CURRICULUM**

The curriculum prepares students to achieve the expected outcomes of the nursing program, facilitates nursing practice that reflects the needs of the community of interest and is consistent with safe practice and contemporary healthcare environments.

1. National Standards

- a. ACEN  
Standard 4: Curriculum
- b. CCNE  
Standard II: Program Quality: Institutional Commitment and Resources  
Standard III: Program Quality: Curriculum and Teaching-Learning Practices

1. State Specific Requirements

- a. Undergraduate student-to-faculty ratios must be:
  - 1. No more than 15 to 1 for total enrollment.
  - 2. No more than 10 to 1 for clinical laboratory courses that require direct supervision.
  - 3. No more than 15 to 1 for those courses that do not require direct supervision (i.e. precepted experiences).
- b. Graduate student-to-faculty ratios must be:
  - 1. No more than 15 to 1 for total enrollment.
  - 2. No more than 15 to 1 in graduate clinical courses.
  - 3. No more than 2 to 1 for advanced practice clinical courses that require direct supervision.
  - 4. No more than 6 to 1 for advanced practice clinical courses that do not require direct supervision (i.e. precepted experiences).
- c. Undergraduate Simulation Clinical Hours:
  - 1. 25% or less of traditional clinical hours substituted with simulation clinical hours in each individual clinical course does not require approval.
  - 2. 26% up to 50% of traditional clinical hours substituted with simulation clinical hours in each individual clinical course requires approval.
  - 3. No more than 50% of traditional clinical hours can be substituted with simulation clinical hours in each individual clinical course.

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

SCHOOL OF NURSING	PROGRAM TYPE	ACCREDITATION STATUS
Alcorn State University	ADN BSN MSN	<b>Continuing Accreditation with Warning<sup>1</sup></b> Continuing Accreditation Continuing Accreditation
Belhaven University	BSN	Continuing Accreditation
Coahoma Community College	ADN	Continuing Accreditation
Copiah-Lincoln Community College	ADN	Continuing Accreditation
Delta State University	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Full Accreditation
East Central Community College	ADN	Continuing Accreditation
East Mississippi Community College	ADN	<b>Continuing Accreditation with Conditions<sup>2</sup></b>
Hinds Community College	ADN	Continuing Accreditation
Holmes Community College	ADN	Continuing Accreditation
Itawamba Community College	ADN	Continuing Accreditation
Jones County Junior College	ADN	Continuing Accreditation

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SCHOOL OF NURSING	PROGRAM TYPE	ACCREDITATION STATUS
Meridian Community College	ADN	Continuing Accreditation with Conditions <sup>3</sup>
Mississippi College	BSN	Continuing Accreditation
Mississippi Delta Community College	ADN	Continuing Accreditation
Mississippi Gulf Coast Community College	ADN	Continuing Accreditation
Mississippi University for Women	ADN BSN MSN DNP	Continuing Accreditation Continuing Accreditation Continuing Accreditation Full Accreditation
Northeast Mississippi Community College	ADN	Continuing Accreditation
Northwest Mississippi Community College	ADN	Continuing Accreditation
Pearl River Community College	ADN	Continuing Accreditation
Southwest Mississippi Community College	ADN	Continuing Accreditation
University of Mississippi Medical Center	BSN MSN DNP	Continuing Accreditation Continuing Accreditation Full Accreditation
University of Southern Mississippi	BSN MSN DNP	Continuing Accreditation Continuing Accreditation <b>Full Accreditation with Conditions<sup>4</sup></b>
William Carey University	BSN MSN	Continuing Accreditation Continuing Accreditation

<sup>1</sup>**Alcorn State University**

- **REASON:** ADN program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2. a. NCLEX-RN® Pass Rate **80% or above** required over a three-year period; ADN program pass rate for three-year period **58.00%** (2014 – 52.27%; 2015 – 41.94%; 2016 – 88.00%).  
**CONDITION: must submit a final Performance Improvement Plan Report September 1, 2017 that addresses the recommendations made by the state site visit team.**
- **REASON:** ADN program non-compliant with three out of six ACEN Standards: Standard 2. Faculty and Staff; Standard 4. Curriculum; Standard 6. Outcomes.  
**CONDITION: must submit a follow-up report to ACEN Fall 2017 and Focused Site Visit Fall 2017.**

<sup>2</sup>**East Mississippi Community College**

- **REASON:** ADN program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2. a. NCLEX-RN® Pass Rate **80% or above** required over a three-year period; ADN program pass rate for three-year period **79.66%** (2014 – 92.86%; 2015 – 62.50%; 2016 – 90.48%).
- **CONDITION: must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/17.**

<sup>3</sup>**Meridian Community College**

- **REASON:** program non-compliant with IHL Standard VI. Outcomes. State Specific Requirements 2.b. Degree Completion Rate **63.33% or above** over a three-year period; ADN program degree completion rate for three-year period **58.50%** (2013/14 – 53.00%; 2014/15 – 60.15%; 2015/16 – 63.95%).
- **CONDITION: must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan progress report by 6/30/17.**

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**<sup>4</sup>University of Southern Mississippi**

- **REASON:** DNP program non-compliant with IHL Standard II. Faculty and Staff. State Specific Requirements 2. b. All nursing faculty (full-time, part-time, and adjunct) must hold an unencumbered license to practice in Mississippi.
- **CONDITION:** must satisfactorily address the area(s) of concern/deficiency through the development of a performance improvement plan by 6/30/17.

**FINANCE AGENDA**

Presented by Trustee Christy Pickering, Chair

On motion by Trustee Pickering, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the Finance Agenda. On motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve agenda item #2. On motion by Trustee Pickering, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to approve agenda item #3. On motion by Trustee Pickering, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve agenda item #4. Trustee Hooper recused himself from voting on agenda item #5 by leaving the room before there was any discussion or a vote regarding the same. After Trustee Hooper left the room, on motion by Trustee Pickering, seconded by Trustee Starr, with Trustee Hooper absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #5. After the vote was completed on agenda item #5, Trustee Hooper returned to the room. On motion by Trustee Pickering, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve agenda item #6. On motion by Trustee Pickering, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve agenda items #7- #9. On motion by Trustee Pickering, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve agenda item #10. On motion by Trustee Pickering, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve agenda item #11. On motion by Trustee Pickering, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve agenda item #12. On motion by Trustee Pickering, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve agenda item #13. On motion by Trustee Pickering, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to approve agenda item #14.

1. **SYSTEM** – Approved the request to purchase cyber liability and incident response insurance coverage with Lloyds of London – Beazley Syndicate (Beazley). Cyber liability insurance will cover various cyber-related losses, including third party liability, first party liability, costs related to investigation and mitigation, and costs related to providing legally required notifications to persons potentially affected by a cyber event. Purchase of the insurance also includes expert assistance from the insurers breach response team. The purchased policy will be primary to other insurance so that it will protect the IHL Self-Insured Tort Plan in the instances where coverages overlap. The recommended quote includes the ability to “buy-up” the limits during the term at a pre-negotiated price. The contract is a one-year insurance policy beginning May 31, 2017, and terminating June 1, 2018. The premium is approximately \$316,495 for the one-year policy. If IHL elects to expand its aggregate limits, then the additional premium will bring the total to \$376,448. The IHL Self-Insured Tort Plan will pay the premium and allocate an appropriate

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premium share to each policy participant. The share for each participant other than UMMC will be built into the annual assessment of the Tort Plan. The Tort Plan will invoice UMMC for its share. The chief financial officers support the purchase of this insurance policy.

2. **SYSTEM** – Approved the request to renew the property insurance coverage with Affiliated FM Insurance Company (AFM) and Axis Surplus Insurance Company (Axis). The system increased its insured values by 4.24% (\$440,328,885), and dropped the premium rate by 1% for the AFM coverage and by 4.61% for the USM wind and storm surge coverage. The total property premium for 2017-2018 will be approximately \$5,469,649, which is an increase of approximately 3.6% (\$189,247) from the 2016-2017 premiums. Despite improved pricing, the overall premium increased due to insuring more values. Favorable coverage terms, which were negotiated in prior years, remain a part of this renewal policy. Some new coverage improvements were also achieved. The contract is for a two-year insurance policy beginning May 31, 2017, and terminating May 31, 2019. The portion of coverage related to coastal wind and storm surge is for one year whereas the AFM premium rate is guaranteed for two years. The premium is approximately \$5,469,649 for 2017-2018, but may increase or decrease through the term of the policy as universities add or decrease their insured values. The 2018-2019 premium is expected to be approximately \$5.5 million. Each university and the Board Office pays its respective share of the premium which is billed and paid directly between the insurance company and the insured. The chief financial officers support the renewal of this insurance policy.
3. **ASU** – Approved the initial request to institute a \$15 Student Activities Fee to provide an independent source of funding for the Student Government Association (SGA) to host events such as concerts, educational speakers and other lyceum attractions. The \$15 fee would be charged per semester and applicable to all full-time students during the fall and spring semesters. Students will not be charged the fee during the summer semesters. The fee will be assessed for fall and spring semesters only beginning with FY 18. The AY 2017 budget for student activities is \$36,100. However, this budget and previous budgets have been insufficient for monetary needs of the SGA on campus. A Student Activities Fee will provide supplemental funding for this budget and will be administered by the Student Assessment Board to ensure that the money is spent on events specifically for the student body. Based on current enrollment, ASU projects this fee to generate approximately \$94,000.00 of new revenue annually.
4. **JSU** – Pending approval by the Attorney General's Office, the Board approved a Resolution and form of bond documents authorizing Jackson State University Educational Building Corporation (JSU EBC) to issue up to a maximum aggregate principal amount of \$34,000,000 of debt obligations (however denominated) (the "Debt Obligations"), in toto, for the purpose of refunding the JSU EBC Revenue Bonds, Series 2010-A-1 (collectively). It is anticipated that the Debt Obligations for the refunding portion of the transaction (and possibly the entire financing) will be privately placed through the U.S. Department of Education's Historically Black College and University (HBCU) Capital Financing Program. Alternatively, all or a portion of the Debt Obligations may be sold through an underwriter in a public offering or privately placed with institutional investors. The Board also reviewed the Financial Advisor's report, approved the other bond documents, and approved the employment of the financial advisor, bond counsel, and underwriter. First Southwest, a division of Hilltop Securities, Inc., will serve as the financial advisor. Jones Walker LLP will serve as bond counsel, in accordance with the terms of the Contractual Agreement for Legal Services approved by the Office of the Attorney General. Raymond James & Associates, Inc. will serve as underwriter and/or as placement agent, depending

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on the manner in which the Debt Obligations are sold. Bond counsel will be compensated at \$1.15 per \$1,000. The financial advisor will provide an independent analysis showing potential net present value (NPV) savings based on current market conditions. The Debt Obligations will mature no longer than 30 years from the dated date. It will be funded with existing cash flow from the projects refinanced with the Debt Obligations. The Board authorized the Finance Committee Chair to provide final approval contingent upon receipt and review of the financial advisor's report, a minimum of 3 percent of net present value savings, and recommendation from the Attorney General's Office.

5. **MSU** – Approved the request to initiate the bond process to borrow funds, not to exceed \$9.55 million, through the Mississippi State University Educational Building Corporation (MSUEBC) to help finance the design and construction of a 500-space parking facility on the north side of campus. The total project funding is \$9 million. The Board also approved the financial advisor's report and approved the employment of financial advisor, bond counsel, and underwriters. First Southwest will serve as the financial advisor. Jones Walker LLP will serve as bond counsel. Morgan Stanley & Company, LLC and Raymond James & Associates, Inc. will serve as underwriters. Bond counsel will be compensated at \$1.15 per \$1,000. Long-term bonds will be issued with maturities up to 30 years. MSU is expecting to issue up to a maximum of \$9,550,000 par value in fixed rate bonds. Proceeds from the bond issue will support the project fund (\$9 million), capitalized interest, cost of issuance and the underwriter's discount. Based on the Financial Advisor's report dated April 3, 2017, the proposed debt amortization will have an average annual debt payment of \$661,321 at an expected true interest cost of 5.34 percent. Taxable and tax-exempt options will both be considered. Various Parking Services revenue sources will be used to support costs of the project. Specifically, decal prices will be increased for faculty, staff, and students, and the new Classroom Building garage and North Garage will generate new sources of revenue. A bond resolution and form of bond documents must be submitted for approval at a subsequent meeting.
6. **UM** – Approved the request to issue through the University of Mississippi Educational Building Corporation (UMEBEC) revenue refunding bonds in one or more taxable and/or tax-exempt series to finance the costs of the current and/or advance refunding and defeasance of all or a portion of 1) The UMEBC revenue bonds, Series 2009A, issued in the original principal amount of \$19,870,000; 2) The UMEBC revenue bonds, Series 2009C, issued in the original principal amount of \$14,770,000; and 3) The UMEBC revenue bonds, Series 2011, issued in the original principal amount of \$27,995,000. The Board also approved the payment of the costs of issuance, sale, and delivery of the bonds and other necessary bond documents. The Board approved the financial advisor's report and approved the employment of financial advisor, bond counsel, and underwriter. First Southwest will serve as the financial advisor. Butler, Snow LLP will serve as bond counsel. Raymond James & Associates, Inc. will serve as underwriter. Fees for bond counsel is \$1.90 per thousand dollars of bonds issued for the first \$25,000,000 in bonds issued, and \$1.15 per thousand for any amounts in excess of \$25,000,000, plus expenses. The proceeds from this new issue will be used to current or advance refund and refinance all or a portion of the outstanding UMEBC Series 2009A, 2009C, and 2011 coupons where possible and when achieving an overall net present value savings threshold of 3%. First Southwest, financial advisor, estimates a net present value savings of \$2 million, or 5.005% in a report dated April 20, 2017. The term of the new bonds will closely match the term of the existing debt which is being refinanced. UMEBC expects to issue up to \$39,835,000 par value in fixed rate bonds to support this current and/or advance refunding

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and refinancing. Revenue streams as currently being utilized to fund the debt service obligations of the existing UMEBC bonds that will be refinanced. These revenue streams include private gifts and student room rents. The bond resolution and form of bond documents was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item.

7. **UMMC** – Approved the request to enter into an agreement with Zimmer US, Inc. and Biomet, Inc. for the purchase of lower extremity joint components that are used to perform knee and hip repair and replacement procedures. The Board also approved the request to add or remove components from the agreement's exhibits without requiring submission to the Board as long as there is adequate funding available. The savings in year one of this agreement total approximately \$10,000. The term of the agreement is for three (3) years beginning on or about June 1, 2017 through May 31, 2020. The agreement will become effective on the date of final signature. The total estimated cost for the three (3) year agreement is \$11,181,032.03 and is based on the historical spend on total knee and hip replacement and revision components. UMMC has calculated a 20% annual increase in patient volume each year of the agreement. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
8. **UMMC** – Approved the request to enter into an Integrated Delivery Network (IDN) Agreement with DePuy Synthes Sales, Inc. for the purchase and consignment of lower extremity joint components that are used to perform knee and hip repair and replacement procedures. The consignment agreement will allow for a selection of sizes and types of component parts to be available to the surgeons during surgery. The savings in year one of this agreement total approximately \$236,000. The Board also approved the request to add or remove components from the agreement's schedules without requiring submission to the Board as long as there is adequate funding available. The term of the agreement is for three (3) years beginning on or about June 1, 2017 through May 31, 2020. The agreement will become effective on the date of final signature. The total estimated cost for the three (3) year agreement is \$11,181,032.03 and is based on the historical spend on total knee and hip replacement and revision components. UMMC has calculated a 20% annual increase in patient volume each year of the agreement. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.
9. **UMMC** – Approved the request to enter into an agreement with Smith & Nephew, Inc. for the purchase and consignment of lower extremity joint components that are used to perform knee and hip repair and replacement procedures. The consignment agreement will allow for a selection of sizes and types of component parts to be available to the surgeons during surgery. The savings in year one of this Agreement total approximately \$68,800. The Board also approved the request to add or remove components from the agreement's exhibits without requiring submission to the Board as long as there is adequate funding available. The term of the agreement is for three (3) years beginning on or about June 1, 2017 through May 31, 2020. The agreement will become effective on the date of final signature. The total estimated cost for the three (3) year agreement is \$11,181,032.03 and is based on the historical spend on total knee and hip replacement and revision components. UMMC has calculated a 20% annual increase in patient volume each year of the agreement. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.



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10. **UMMC** – Approved the request to modify the total expenditure amount applicable to its agreement with Executive Revenue Cycle Partners, LLC d/b/a Ensemble Health Partners. The purpose of this request is to increase the total expenditure amount applicable to the current services agreement. To date, Ensemble has identified a potential \$3,000,000 in underpayments to recover from third party non-governmental payors, which is more than UMMC originally anticipated. Under the agreement, Ensemble will invoice 25% of the amount it recovers for UMMC, or \$750,000 for the already identified underpayments. The term of the agreement remains at three (3) years – February 1, 2016 through January 31, 2019. The total estimated cost of the original contract was \$600,000 and an additional \$750,000 to pay for the recovery of the identified underpayments. The new total estimated cost for the agreement is \$1,350,000. The agreement is performed under a contingency fee structure with Ensemble’s fees being a flat 25% of amounts recovered on behalf of UMMC. The agreement will be funded by hospital patient revenue. As the Board is being asked to provide approval to modify the total expenditure amount of the agreement, no additional approval by the Attorney General’s Office is required.
11. **UMMC** – Approved the request to amend its agreement with MED-EL Corporation (MED-EL) to remove obsolete products from the product listing and lower pricing on remaining products. The agreement allows UMMC to purchase otolaryngology auditory devices from MED-EL including, but not limited to, cochlear implants, bone conduction systems and ancillary products at a discounted rate; devices are used in the treatment of pediatric and adult patients. For those patients with hearing impairments, the implant replaces the function of the damaged inner ear to provide sound signals to the brain. The savings for Year 1 of this amendment total approximately \$51,880.90; however, UMMC’s requested spend authority will remain \$10,000,000 as the use of the MED-EL products is ultimately dependent upon which implant the physician and patient determines will best meet the patient’s need. The agreement term remains unchanged. The term is five (5) years, beginning October 1, 2016, and ending September 30, 2021. The total estimated contract amount remains \$10,000,000. The purchases will be made on an as-needed basis dependent upon patient need. The agreement will be funded by hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.
12. **UMMC** – Approved the request to enter into an agreement with Medical Solutions, LLC to provide temporary nursing staff for the Grenada facility on an as-needed basis. This is a contract to supplement the nursing staff at UMMC’s Grenada facility that meets specific unit requirements on an as needed basis. This contract will allow continued and consistent access to quality nursing work force while UMMC’s Grenada facility adopts and implements multiple strategies for recruiting and retaining full-time nursing staff from the surrounding areas. The term of the agreement is for three (3) years beginning on or about June 1, 2017 through May 31, 2020. The total estimated contract amount will be \$3,000,000. This amount is designated as a not-to-exceed amount and UMMC will only reimburse Medical Solutions for actual temporary staffing placed. The agreement will be funded by patient revenues. The agreement, which was reviewed and approved by the Attorney General’s Office prior to the Board’s approval of this item, is on file in the Board Office.
13. **UMMC** – Approved the request to enter into a new service agreement with RevClaims, LLC to provide collection services on third party legal liability and workers’ compensation accounts. The Board granted retroactive approval of \$337,900.33 spent for a large placement of Workers’ Compensation accounts that were collected and paid out under a short-term agreement that began

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December 1, 2016 and ended February 28, 2017. This agreement establishes a contingency fee based agreement whereby RevClaims will provide collection services for third party legal liability and workers' compensation accounts. The term of this agreement will be for five (5) years beginning June 1, 2017 and ending May 31, 2022. The estimated total cost of this agreement is \$6,727,500. The cost is billed at twelve and one-half percent (12.5%) of the amount collected for Third Party Liability Claims and eight and a quarter percent (8.25%) of the amount collected for Workers' Compensation Claims. UMMC utilized a historic average of the past agreement to calculate a monthly average cost of approximately \$56,000. This amount was increased by fifty percent (50%) to account for an increase in volume and to account for any outstanding Workers' Compensation claims. This agreement will be funded through hospital patient revenue. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

14. **USM** – Approved the request to amend the existing bookstore services agreement with Barnes & Noble College Booksellers, LLC, (Barnes & Noble) to address a contractual clause currently in effect that, based on USM's reported FTE numbers, triggers a reduction in commission payments when the university's FTE enrollment falls by 5 percent or more below the Fall 2010 term's baseline of 13,584. The clause, if left in place, would significantly decrease USM's annual revenue from the contract. This amendment is a result of mutual agreement by USM and Barnes & Noble to reduce the annual guarantee and increase the sales-based commission percentage. The amendment does not alter the current contractual termination date June 2019. The effective date of this amendment will be June 1, 2017 with no change to the expiration date of June 30, 2019. This is a revenue producing contract to USM. This amendment will reduce the impact of lower enrollment on USM. The schedule of revenue for the current contract term shows actual and projected revenues per original contract, with and without this FTE clause amendment. The schedule is included in the bound *May 18, 2017 Board Working File*. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

**REAL ESTATE AGENDA**

Presented by Trustee Hal Parker, Chair

Trustee Hooper recused himself from voting on agenda items #1 - #3 by leaving the room before there was any discussion or a vote regarding the same. After Trustee Hooper left the room, on motion by Trustee Parker, seconded by Trustee Duff, with Trustee Hooper absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the Real Estate Agenda. On motion by Trustee Parker, seconded by Trustee Duff, with Trustees Hooper and Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #2. On motion by Trustee Parker, seconded by Trustee McNair, with Trustees Hooper and Morgan absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #3. Trustee Hooper returned to the room following the vote on agenda item #3. On motion by Trustee Parker, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve agenda item #4.

1. **MSU** – Approved the initiation of **IHL 205-287, MSU Parking Garage North**, and the appointment of McCarty Architects as the design professional. The project will include providing

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design documents, contract documents and construction administration for a new multistory parking garage located on the campus located on the north side of campus east of Howell Hall, and containing approximately 500 parking spaces. In addition, the facility shall be designed to expand upward for future parking levels. Approval of bond counsel, underwriter, financial advisor, and financial advisors report to borrow funds, not to exceed \$9.55 million, through the Mississippi State University Educational Building Corporation (MSUEBC) was approved on the Finance Regular Agenda. (See item #5 above.) The proposed project budget is \$9 million. Funds are available from EBC Bonds (\$9,000,000).

2. **MSU** – Approved the request to establish a \$13 million budget for **GS 113-141, ADS & Poultry Complex, Phase II**, and the exterior design of the project. A rendering of the project is included in the bound *May 18, 2017 Board Working File*. This project will construct a new building for the Poultry Science Department. Funds are available from HB 1729, Laws of 2016 (\$1,000,000); HB 1729, Section 2, Laws of 2016 (\$12,000,000).
3. **UM** – Approved the request to increase the budget for **IHL 207-376, STEM Building**, from \$8.7 million to \$14 million, an increase of \$5.3 million. The project will construct a new 5-story STEM Building in the Science District on campus. The building has currently been programmed at approximately 207,000 gross square feet. The budget increase will allow the university to proceed with Construction Documents. Subsequent staff approvals of other project phases will follow upon approval of this board item. The project will not move beyond the Construction Documents stage until the university returns to the IHL Board for approval to issue UMEBC bonds for the full cost of the project. Funds are available from Internal R&R (\$14,000,000).
4. **UMMC** – Approved the request to enter into an agreement with Brasfield & Gorrie, L.L.C. (B&G) for the provision of construction manager at risk (CMAR) services for the Children's of Mississippi Expansion Project for the purpose of evaluating construction plans, pursuant to the contract the services shall be conducted in two (2) Phases. The Board approved only Phase I of the contract at this time. UMMC will seek approval from the Board prior to moving forward to Phase II. UMMC finds it necessary to expand the Batson Children's Hospital to provide approximately 286,000 square feet of hospital inpatient space. In the past, UMMC has utilized the design-bid-build delivery method for construction projects; however, such methods have traditionally exposed UMMC to unnecessary risk of labor/materials escalation, errors and omissions in the plan by the professional, and the unpredictability of the bid market. All such exposures generally increase the cost of the construction project and delay the completion of the project. Therefore, to promote efficiency and to reduce risks/exposures, which in-turn will reduce project costs, UMMC has elected to use the CMAR delivery method. The size and complexity of this healthcare facility project (proposed total cost in excess of \$150 million, six times greater than the \$25 million threshold set by statute) makes this project more than suitable, and in fact, ideal for use of the construction manager at risk method of project delivery. Pursuant to the CMAR agreement there will be two phases of the project, as follows.

Phase I (pre-construction): The CMAR will work with the design professionals, as needed, on the design and specifications to ensure a complete and constructible set of plans that are within budget and scope.

Phase II (construction): After receipt of Board approval, Phase II will only commence upon receipt by B&G of a Notice to Proceed, from UMMC. This Notice will set the date at which construction shall commence and will provide the number of days in which the project must be completed. At that time, B&G will provide a guaranteed maximum price (GMP), which

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shall have been developed for the project pursuant to the requirements of the contract for establishing the same. Pursuant to the contract, neither the CMAR nor any company the CMAR has a financial interest in, or a parent or related company of the CMAR may submit a bid to self-perform the work of any bid package. Additionally, all buyout savings, remaining contingency and unused general conditions amounts will be returned to UMMC by deductive Change Order out of the GMP.

The term of the contract is expected to be four (4) years. This will include 210 days for completion of Phase I and thirty (30) months for completion of Phase II. Again, UMMC will only proceed with Phase II upon approval by the board. The cost associated with Phase I, shall not exceed \$445,500.

**LEGAL AGENDA**

Presented by Trustee Alan Perry, Chair

By consensus, agenda items #1 - #3 were moved to the Executive Session Agenda for consideration. On motion by Trustee Perry, seconded by Trustee Pickering, with Trustee Dye absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #4 as submitted on the Legal Agenda. On motion by Trustee Perry, seconded by Trustee Pickering, with Trustee Dye absent and not voting, all Trustees legally present and participating voted unanimously to approve agenda item #5. On motion by Trustee Perry, seconded by Trustee Rouse, all Trustees legally present and participating voted unanimously to approve agenda item #6.

1. **UMMC** – Settlement of Tort Claim No. 3047. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**
2. **UMMC** – Settlement of Tort Claim No. 3085. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**
3. **UMMC** – Settlement of IHL Self-Insured Workers' Compensation Claim No. 55-34267-1. **(THIS ITEM WAS MOVED TO THE EXECUTIVE SESSION AGENDA FOR CONSIDERATION.)**
4. **SYSTEM** – Approved the final reading of the modifications to Board Policy 301.01 Officers of the Board. **(See Exhibit 2.)**
5. **SYSTEM** – Approved for first reading new Board Policy 201.0104 Removal of Board Members. **(See Exhibit 3).**
6. **SYSTEM** – Approved the request to grant permission for an extension until December 31, 2017 of any affiliation agreements between our state universities and their affiliated foundations or alumni associations that will expire prior to that date to allow more time for possible improvements to Board Policy 301.0806 University Foundation/Affiliated Entity Activities, which may impact the required provisions for new affiliation agreements.

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**ADMINISTRATION/POLICY AGENDA**

Presented by Commissioner Glenn F. Boyce

On motion by Trustee McNair, seconded by Trustee Dye, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the Administration/Policy Agenda.

1. **SYSTEM** – Approved for first reading the proposed changes to Bylaw 301.0802 Institutional Executive Officer Assessment/Evaluation. (See Exhibit 4.)

**INFORMATION AGENDA**

Presented by Commissioner Glenn F. Boyce

**FINANCE**

1. **UMMC** - On January 19, 2017, the Board approved UMMC's request to enter into a reagent rental agreement with Beckman Coulter, Inc. (Beckman). The agreement was for the purchase of upgraded flow cytometry equipment that is used for a variety of clinical applications such as solid organ transplant cross-matching and monitoring of HIV therapy. Subsequently, on March 14, 2017, UMMC was informed by Beckman that the PrepPlus 2 Accessory Kit listed as part number 159277 was obsoleted and is replaced by R Prod, Accessory Kit, PP2 with part number B77937. Beckman provided UMMC with a signed letter stating this effective change to the agreement with a place for counter signature by UMMC. No other term and conditions of the agreement were changed.

**REAL ESTATE**

2. **SYSTEM** – The Board received the Real Estate items that were approved by the Board staff subsequent to the April 20, 2017 Board meeting in accordance with Board Policy 904 Board Approval. (See Exhibit 5.)

**LEGAL**

3. **SYSTEM** – The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 6.)
4. **SYSTEM** – Trustee Alan Perry, as Board Legal Committee Chair, on behalf of the Board, has approved the agency's emergency request to contract with attorney Collin Hite of Hirschler Fleischer, Attorneys at Law, for legal services with regard to the proposed system cyber insurance policy. The rate for services will be \$430 per hour or \$405 per hour when traveling, with a rate cap for policy review and opinion drafting at \$2,150.
5. **SYSTEM** – Trustee Alan Perry, as Board Legal Committee Chair, on behalf of the Board, has approved the agency's emergency request to contract with the law firm of Mayo Mallette for legal services with regard to the preparation and filing of an amicus brief in the Lefoldt v. Rentfro appeal. The rate for services will be \$175 per hour with a maximum amount payable of \$20,000.

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**ADMINISTRATION/POLICY**

6. **SYSTEM** – The following items have been approved by the Commissioner on behalf of the Board and are available for inspection at the Board Office.
  - a. **USM** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On April 26, 2017, Commissioner Glenn F. Boyce approved the request to enter into a lease agreement with the City of Hattiesburg for a parcel of land totaling .236 acres to be used primarily as parking for the adjacent Hattiesburg Employee Clinic. The term of the lease is for one year from the approval and execution date of the agreement at a cost of \$1.00 per year to the City of Hattiesburg. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.

**ANNOUNCEMENTS/OTHER BUSINESS**

- President Smith announced the next scheduled Board meeting will be Thursday, June 15, 2017 at the IHL Board Office.
- On motion by Trustee Hooper, seconded by Trustee Perry, all Trustees legally present and participating voted unanimously to approve the appointment of the Board committee chairs by President C.D. Smith in accordance with Board Policy 301.03 Board Committees, and the appointment of the members of the *Ayers* Endowment Management Committee, as listed below.
  - Academic Affairs Committee – Tom Duff, Chair
  - Finance Committee – Christy Pickering, Chair
  - Health Affairs Committee – Dr. Ford Dye, Chair
  - Legal Committee – Alan Perry, Chair
  - Real Estate Committee – Hal Parker, Chair
  - Diversity Committee – Shane Hooper, Chair

**Ayers Endowment Management Committee**

1. Dr. Alfred McNair, Chair
  2. Mr. C.D., Board President
  3. Dr. Glenn Boyce, Commissioner
  4. Dr. Al Rankins, President, Alcorn State University
  5. Dr. Rod Paige, Interim President, Jackson State University
  6. Dr. William Bynum, President Mississippi Valley State University
  7. Trustee Chip Morgan
- President Smith invited the university presidents to report on current activities on their campuses.

**MINUTES OF THE BOARD OF TRUSTEES OF  
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**HEALTH AFFAIRS  
COMMITTEE REPORT**

Wednesday, May 17, 2017

The meeting was called to order by Chairman Ford Dye at approximately 3:30 p.m. The following items were discussed.

1. The Committee received a quarterly clinical quality update from Dr. Michael Henderson, Chief Medical Officer at the University of Mississippi Medical Center.
2. The Committee received an update on the Children's of Mississippi Expansion Project from Mr. Bruce Fairbanks, Chief Financial Officer at the University of Mississippi Medical Center.
3. By consensus, the Committee adjourned the meeting.

The following Committee members attended the meeting: Dr. Ford Dye (Chair), Mr. Tom Duff, Mr. Shane Hooper, Mrs. Ann Lamar, Dr. Alfred McNair, Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christy Pickering, Dr. Doug Rouse, and Dr. Walt Starr. Mr. C.D. Smith was absent.

**EXECUTIVE SESSION**

On motion by Trustee Perry, seconded by Trustee Pickering, all Trustees legally present and participating voted unanimously to close the meeting to determine whether or not to declare an Executive Session. On motion by Trustee Dye, seconded by Trustee Perry, with Trustees McNair and Morgan absent and not voting, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

Discussion of three state university litigation matters;  
Discussion of one state university prospective land transaction; and  
Discussion of one state university personnel matter.

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

The Board discussed one state university prospective land transaction. **No action was taken.**

On motion by Trustee Hooper, seconded by Trustee McNair, all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3047, styled as *Sandra Adams vs. UMMC, et al.*, as recommended by counsel.

On motion by Trustee Rouse, seconded by Trustee Dye all Trustees legally present and participating voted unanimously to approve the settlement of Tort Claim No. 3085, styled as *Brenda Bynum vs. UMMC, et al.*, as recommended by counsel.

On motion by Trustee Hooper, seconded by Trustee Duff, all Trustees legally present and participating voted unanimously to approve the settlement of IHL Self-Insured Workers' Compensation Claim No. 55-34267-1, styled as *Wendy Crumbley vs. UMMC, et al.*, as recommended by counsel.

**MINUTES OF THE BOARD OF TRUSTEES OF  
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The Board discussed one state university personnel matter. **No action was taken.**

**The Board recessed for lunch at 12:57 p.m. The meeting reconvened at 1:45 p.m.**

**On motion by Trustee Hooper, seconded by Trustee Perry, 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 Perry, seconded by Trustee Smith, all Trustees legally present and participating voted unanimously to adjourn the meeting.

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President, Board of Trustees of State Institutions of Higher Learning

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Commissioner, Board of Trustees of State Institutions of Higher Learning



**MINUTES OF THE BOARD OF TRUSTEES OF  
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**EXHIBITS**

- |           |                                                                                                                                                                                     |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit 1 | Approval of MS-ITS Board for the amendment to extend Ellucian Technical Currency and support services for the Ellucian software suite of products for Mississippi State University. |
| Exhibit 2 | Proposed modifications to Board Policy 301.01 Officers of the Board for final approval.                                                                                             |
| Exhibit 3 | Proposed new Board Policy 201.0104 Removal of Board Members for first reading.                                                                                                      |
| Exhibit 4 | Proposed changes to Bylaw 301.0802 Institutional Executive Officer Assessment/Evaluation for first reading.                                                                         |
| Exhibit 5 | Real Estate items that were approved by the IHL Board staff subsequent to the April 20, 2017 Board meeting.                                                                         |
| Exhibit 6 | Report of the payment of legal fees to outside counsel.                                                                                                                             |

# EXHIBIT 1

May 18, 2017

**PROJECT NUMBER 42958  
AMENDMENT # 4 TO  
SUPPLEMENT TO MASTER SOFTWARE LICENSE AND SERVICE AGREEMENT  
BETWEEN  
ELLUCIAN COMPANY L.P.  
(SUCCESSOR BY ASSIGNMENT TO SUNGARD HIGHER EDUCATION, INC.  
AND ALSO FORMERLY KNOWN AS SUNGARD SCT SOFTWARE AND  
SCT SOFTWARE & RESOURCE MANAGEMENT CORPORATION)  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR  
MISSISSIPPI STATE UNIVERSITY  
(ORIGINAL PROJECT NUMBER 38890)**

This document (hereinafter referred to as "Amendment Number 4") shall serve to amend and is made subject to the terms and conditions of the original Supplement to Master Software License and Service Agreement executed on February 23, 2011 and amended on December 19, 2014, June 4, 2015, and May 10, 2016 (hereinafter referred to as "Supplement"), between Ellucian Company L.P., having its principal place of business at 4 Country View Road, Malvern, Pennsylvania 19355 (hereinafter referred to as "Licensor" and/or "Ellucian"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for Mississippi State University located at 175 President's Circle, Mississippi State, Mississippi 39762 (hereinafter referred to as "Licensee" and/or "MSU"). ITS and Licensee are sometimes collectively referred to herein as "State".

**WHEREAS**, MSU desires to renew Technical Currency maintenance services for its Ellucian software products;

**NOW THEREFORE**, ITS, MSU, and Ellucian, by entering into this Amendment Number 4, mutually agree that the following provisions shall modify the aforementioned Supplement:

In order to renew Technical Currency maintenance services for the Ellucian software products, the parties agree that Exhibit A, Exhibit A-1, and Exhibit A-2 in the Supplement shall be and hereby are, as of the date of the last signature below, modified by the addition of the new Exhibit A-3, which is attached to this Amendment Number 4 and incorporated herein by reference. As a result of this Amendment Number 4, Licensor agrees to provide the additional Technical Currency maintenance services listed in the attached Exhibit A-3 at the pricing therein stated not to exceed an additional \$3,857,491.00."

Any conflict between this Amendment Number 4 and the Supplement will be resolved in favor of this Amendment Number 4. Except as expressly modified by this Amendment Number 4, all other terms and conditions of the Supplement executed on February 23, 2011 and amended on December 19, 2014, June 4, 2015, and May 10, 2016, shall remain unchanged and in full force and effect.

*Signature Page to Follow*


# EXHIBIT 1

May 18, 2017

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Amendment Number 4 as of the last signature date herein below.

State of Mississippi, Department of  
Information Technology Services, on  
behalf of Mississippi State University

Ellucian Company L.P.

By: Craig P. Orgeron  
Authorized Signature 

By:   
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: Mike Cleary  
VP Customer Support

Title: Executive Director

Title: \_\_\_\_\_

Date: 04/05/2017

Date: 3/30/2017

# EXHIBIT 1

May 18, 2017

## EXHIBIT A-3

Time Period:	July 1, 2017 to June 30, 2018	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020	July 1, 2020 to June 30, 2021	July 1, 2021 to June 30, 2022	July 1, 2022 to June 30, 2023	July 1, 2023 to June 30, 2024
<b>Maintenance Paid in Arrears</b>							
Banner Document Mgmt Suite	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ApplicationXtender Capture Pkg	\$364.00	\$379.00	\$394.00	\$409.00	\$426.00	\$443.00	\$461.00
Elucian Intelligent Learning Plat (ILP)	\$15,296.00	\$15,908.00	\$16,544.00	\$17,206.00	\$17,895.00	\$18,610.00	\$19,355.00
Elucian Mobile Platform Edition	\$13,027.00	\$13,548.00	\$14,090.00	\$14,654.00	\$15,240.00	\$15,849.00	\$16,483.00
Banner Advancement	\$19,507.00	\$20,288.00	\$21,099.00	\$21,943.00	\$22,821.00	\$23,734.00	\$24,683.00
Banner Advancement Self-Service	\$11,705.00	\$12,173.00	\$12,660.00	\$13,167.00	\$13,693.00	\$14,241.00	\$14,811.00
Banner Doc Mgmt Int Comp	\$5,154.00	\$5,360.00	\$5,575.00	\$5,798.00	\$6,030.00	\$6,271.00	\$6,522.00
Banner Employee Self-Service	\$13,724.00	\$14,273.00	\$14,844.00	\$15,437.00	\$16,055.00	\$16,697.00	\$17,365.00
Banner Faculty Self-Service	\$13,724.00	\$14,273.00	\$14,844.00	\$15,437.00	\$16,055.00	\$16,697.00	\$17,365.00
Banner Finance	\$46,848.00	\$48,722.00	\$50,671.00	\$52,697.00	\$54,805.00	\$56,998.00	\$59,277.00
Banner Finance Self-Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Financial Aid	\$45,111.00	\$46,915.00	\$48,792.00	\$50,744.00	\$52,774.00	\$54,884.00	\$57,080.00
Banner Financial Aid Self-Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Human Resources	\$43,374.00	\$45,109.00	\$46,914.00	\$48,790.00	\$50,742.00	\$52,771.00	\$54,882.00
Banner Integration Technologies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Banner Student	\$60,718.00	\$63,147.00	\$65,673.00	\$68,300.00	\$71,032.00	\$73,873.00	\$76,828.00

# EXHIBIT 1

May 18, 2017

Time Period:	July 1, 2017 to June 30, 2018	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020	July 1, 2020 to June 30, 2021	July 1, 2021 to June 30, 2022	July 1, 2022 to June 30, 2023	July 1, 2023 to June 30, 2024
Banner Student Self-Service	\$17,151.00	\$17,837.00	\$18,550.00	\$19,292.00	\$20,084.00	\$20,866.00	\$21,701.00
Banner Workflow	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recruiter BCM Bundle	\$49,625.00	\$51,610.00	\$53,674.00	\$55,821.00	\$58,054.00	\$60,376.00	\$62,791.00
Recr Add'l Address Cleanses Maint	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recr Additional Emails Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recruiter Base License	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recruiter Payment Gateway	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advantage Plus Fees 1	\$19,858.00	\$20,652.00	\$21,478.00	\$22,337.00	\$23,231.00	\$24,160.00	\$25,126.00
Ellucian eCRM Platform	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ellucian eCRM Premium User	\$3,439.00	\$3,577.00	\$3,720.00	\$3,869.00	\$4,023.00	\$4,184.00	\$4,352.00
Ellucian eCRM Standard User	\$7,911.00	\$8,228.00	\$8,557.00	\$8,899.00	\$9,255.00	\$9,625.00	\$10,010.00
Ellucian Int'l Scholar Dossier	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ellucian Int'l Student and Scholar Mgmt	\$9,402.00	\$9,778.00	\$10,169.00	\$10,576.00	\$10,999.00	\$11,438.00	\$11,896.00
Banner Doc Mgmt Suite	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ApplicationXtender Desktop	\$9,129.00	\$9,494.00	\$9,874.00	\$10,269.00	\$10,680.00	\$11,107.00	\$11,551.00
AppX Rpts Mgmt AFP Pmt Stream Opt	\$1,909.00	\$1,986.00	\$2,065.00	\$2,148.00	\$2,234.00	\$2,323.00	\$2,416.00
AppXtender Reports Mgmt Svr	\$7,158.00	\$7,445.00	\$7,742.00	\$8,052.00	\$8,374.00	\$8,709.00	\$9,058.00
AppXtender Reports Mgmt Svr 2	\$954.00	\$992.00	\$1,032.00	\$1,073.00	\$1,116.00	\$1,160.00	\$1,207.00

# EXHIBIT 1

May 18, 2017

Time Period:	July 1, 2017 to June 30, 2018	July 1, 2018 to June 30, 2019	July 1, 2019 to June 30, 2020	July 1, 2020 to June 30, 2021	July 1, 2021 to June 30, 2022	July 1, 2022 to June 30, 2023	July 1, 2023 to June 30, 2024
ApplicationXtender Test Bundle	\$1,369.00	\$1,423.00	\$1,480.00	\$1,540.00	\$1,601.00	\$1,665.00	\$1,732.00
AppXtender Web Access .NET	\$11,930.00	\$12,407.00	\$12,903.00	\$13,419.00	\$13,956.00	\$14,514.00	\$15,095.00
ApplicationXtender Web Services	\$5,431.00	\$5,648.00	\$5,874.00	\$6,109.00	\$6,353.00	\$6,607.00	\$6,872.00
DiskXtender Windows File System Mgr Svr	\$572.00	\$595.00	\$619.00	\$643.00	\$669.00	\$696.00	\$724.00
QuickScan Pro for AppXtender	\$1,886.00	\$1,961.00	\$2,039.00	\$2,121.00	\$2,206.00	\$2,294.00	\$2,386.00
Advantage Plus Fees for BDMS	\$2,420.00	\$2,517.00	\$2,618.00	\$2,722.00	\$2,831.00	\$2,945.00	\$3,062.00
Advantage Plus Fees for BDMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Luminis Basic	\$49,700.00	\$51,688.00	\$53,755.00	\$55,905.00	\$58,141.00	\$60,467.00	\$62,886.00
<b>Grand Total:</b>	<b>\$488,396.00</b>	<b>\$507,933.00</b>	<b>\$528,249.00</b>	<b>\$549,377.00</b>	<b>\$571,355.00</b>	<b>\$594,204.00</b>	<b>\$617,977.00</b>
<b>Total Maintenance Cost:</b>							<b>\$3,857,491.00</b>

# EXHIBIT 2

May 18, 2017

## **SYSTEM - APPROVAL OF THE MODIFICATIONS TO BOARD POLICY 301.01 OFFICERS OF THE BOARD FOR FINAL READING.**

### **301.01 Officers of the Board**

#### **A. PRESIDENT:**

There shall be a president elected by the Board from its membership. ~~It is expected that each member of a class of Trustees shall be elected to serve as President, unless a Trustee elects not to serve.~~ A class of Trustees shall consist of those Trustees who take office on the same date, or those whose terms as trustees end on the same date. ~~Each member of the class of Trustees that took office as of May 2004 shall serve eleven months as president, unless he/she elects not to serve. The first Trustee elected as President from the class of Trustees that took office in 2004 shall begin his/her presidential term on May 1, 2011. Each member of the class of Trustees that took office as of May 2008 shall serve ten months as president, unless he/she elects not to serve. Each member of the class of Trustees that shall take office as of May 2012, as well as the members of all subsequent classes, shall serve nine months as president, unless he/she elects not to serve. If a member of a class of Trustees elects not to serve, another~~ A member of ~~the~~ a class may serve more than one term, if elected. The length of a term shall be one year. The president of the Board may not immediately succeed himself/herself as president after having served a full term. The president of the Board shall preside at all meetings of the Board; he or she shall be an ex officio member of all standing and special committees; he or she shall, with the Commissioner, execute such instruments and contracts as may be ordered by the Board; he or she shall perform such duties as usually pertain to this office and such other duties as may be assigned by the Board; and he or she shall be governed in his action by the usual parliamentary procedure. When the presiding officer has voted and the result is a tie, he cannot vote again to break the tie. ~~The president of the Board may not immediately succeed himself/herself as president after having served a full term.~~

# EXHIBIT 3

May 18, 2017

## **SYSTEM - APPROVAL OF NEW BOARD POLICY 201.0104 REMOVAL OF BOARD MEMBERS FOR FIRST READING.**

### **201.0104      REMOVAL OF BOARD MEMBERS**

Members of the Board of Trustees are state officials appointed by the Governor and confirmed by the Senate. As such, they may only be removed from office pursuant to specific Mississippi statutory or constitutional provisions. Some examples of legal mechanisms for removal of a Board member are as follows:

- a. Pursuant to Art. 6 §175 of the Mississippi Constitution, public officers shall be removed for willful neglect of duty or misdemeanor in office upon conviction.
- b. Pursuant to Miss. Code Ann. § 25-5-1, if any public officer is convicted or pleads guilty or nolo contendere to any felony, other than manslaughter or any violation of the United States Internal Revenue Code, or corruption in office, or of gambling or dealing in futures with money coming to his hands by virtue of his office, any court of this state shall adjudge the defendant removed from office; and the office of the defendant shall thereby become vacant. If any such officer is found by inquest to be of unsound mind during the term for which he was elected or appointed, or shall be removed from office by the judgment of a court of competent jurisdiction or otherwise lawfully, his office shall thereby be vacated.

When any such officer is found guilty of a crime which is a felony under the laws of this state or which is punishable by imprisonment for one (1) year or more, other than manslaughter or any violation of the United States Internal Revenue Code, in a federal court or a court of competent jurisdiction of any other state, the Attorney General of the State of Mississippi shall promptly enter a motion for removal from office in the Circuit Court of Hinds County in the case of a state officer, and in the circuit court of the county of residence in the case of a district, county or municipal officer. The court, or the judge in vacation, shall, upon notice and a proper hearing, issue an order removing such person from office and the vacancy shall be filled as provided by law.

- c. Pursuant to Miss. Code Ann. § 25-4-109 (2), concerning a violation of the Miss. Ethics in Government Statutes, removal can occur as follows:

Upon a finding by clear and convincing evidence that any nonelected public servant has violated any provision of this article, the Ethics Commission may censure the nonelected public servant or impose a civil fine of not more than Ten Thousand Dollars (\$10,000.00), or both. The Ethics Commission may further recommend to the Circuit Court for Hinds County that the nonelected public servant be removed from office, suspended, or subjected to a demotion or reduction in pay.



# EXHIBIT 4

May 18, 2017

## **SYSTEM - APPROVAL OF PROPOSED AMENDMENTS TO BOARD BYLAW 301.0802 INSTITUTIONAL EXECUTIVE OFFICER ASSESSMENT/EVALUATION FOR FIRST READING**

### **301.0802 Institutional Executive Officer Assessment/Evaluation**

The objective of the Institutional Executive Officer Assessment/Evaluation is to promote good communication and build strong working relationships between the Institutional Executive Officer (IEO), the Commissioner, the Board of Trustees, and the campus constituencies. The assessment is designed to provide each Institutional Executive Officer with feedback on performance and the opportunity for professional reflection and development. The performance reviews of the IEOs will be conducted at least every ~~year~~ two years.

- A. The Commissioner of Higher Education has primary responsibility for the ~~annual~~ two-year evaluation of the IEO. The Commissioner's ~~annual~~ two-year evaluation shall include at a minimum:
  - 1. An assessment of institutional performance at the system level,
  - 2. An assessment of individual performance goals and specific performance indicators reflective of long-term strategic institutional goals, and
  - 3. A written evaluation by the Commissioner.
- B. The Commissioner will seek input on IEO performance from on-campus constituent groups and external constituencies.
- C. The Commissioner will share the written evaluation of the IEO with the person being assessed and will provide the IEO with a copy and the opportunity to add a statement responding to the assessment and adding any additional information as appropriate. The written evaluation and any IEO response will then be shared with the Board of Trustees. Based on the results of the evaluation, the Commissioner may ask the IEO to develop a written improvement plan for the following year that will be approved by the Commissioner.
- ~~D. Based on the results of the evaluation, a written, personal development plan for the following year shall be developed by the IEO and approved by the Commissioner.~~
- E. The Commissioner shall report to the Board of Trustees the process being used for IEO assessment at the beginning of each ~~annual~~ two-year cycle.

# EXHIBIT 5

May 18, 2017

## **SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE APRIL 20, 2017 BOARD MEETING SUBMISSION DEADLINE**

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

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

### **DELTA STATE UNIVERSITY**

#### **1. DSU– GS 102-258 – Sillers Coliseum Renovations**

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

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

Board staff approved the Schematic Design Documents as submitted by Cooke Douglass Farr Lemons Architects & Engineers, P.A.

Approval Status & Date: APPROVED, April 10, 2017

Project Initiation Date: October 16, 2014

Design Professional: Cooke Douglass Farr Lemons Architects & Engineers, P.A.

General Contractor: TBD

Total Project Budget: \$350,000.00

### **MISSISSIPPI STATE UNIVERSITY**

#### **2. MSU- GS 113-136 – Meat Science Laboratory**

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

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

Board staff approved Change Order #1 in the credit amount of \$60,324.71 and zero (0) additional days to the contract of Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, March 16, 2107

Change Order Description: Change Order #1 includes the following items: Install a heat detector; install 6” curbs behind the hot water system at the cooler panel walls; change the EOB (Emergency Shutdown Boiler) switch to be equal to Safety Technology International as EBO (Emergency Boiler Shutdown); omit pole lights P2 & change pole lights P1 height to 35 feet; revise the site grading; provide smart design trolleys for the smoke houses; and controls allowance reconciliation credit.

# EXHIBIT 5

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Change Order Justification: This change was due to errors and omissions in the plans and specifications; latent job site conditions; and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total credit amount of \$60,324.71.

Project Initiation Date: October 17, 2013

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

General Contractor: Construction Services, Inc.

Total Project Budget: \$8,200,000.00

### 3. **MSU– GS 113-141, Phase I – ADS & Poultry Complex**

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

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

Board staff approved the Award of Contract in the amount of \$11,518,000.00 to the apparent low bidder, Century Construction & Realty, Inc.

Approval Status & Date: APPROVED, March 16, 2017

Project Initiation Date: April 16, 2015

Design Professional: McCarty Architects, P.A.

General Contractor: Century Construction and Realty, Inc.

Total Project Budget: \$16,500,000.00

## MISSISSIPPI UNIVERSITY FOR WOMEN

### 4. **MUW– GS 104-184 – Fant Library Renovation – PH III (Build Out)**

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

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

Board staff approved Change Order #1 in the amount of \$20,327.52 and zero (0) additional days to the contract of Amason & Associates, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, March 24, 2107

Change Order Description: Change Order #1 includes the following items: corrections of existing mechanical and plumbing work at the 2<sup>nd</sup> floor restrooms; credit for the difference between the Mechanical Controls Allowance and the bid amount; remove and replace unsuitable soils beneath the existing East concrete drive; relocate the fire main line above three rooms; re-route the existing pvc roof drain leader with the archives area; and credit for revisions to various ceiling types.

Change Order Justification: This change was due to latent job site conditions and user/owner requested modifications.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$20,327.52.

Project Initiation Date: January 22, 2015

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

General Contractor: Amason & Associates, Inc.

Phased Project Budget: \$4,393,086.52

Total Project budget: \$8,249,000.00

# EXHIBIT 5

May 18, 2017

## MISSISSIPPI VALLEY STATE UNIVERSITY

### 5. MVSU – GS 106-258 – Academic Skills TI

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

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

Board staff approved the Schematic Design Documents as submitted by Architecture South.

Approval Status & Date: APPROVED, April 10, 2017

Project Initiation Date: October 15, 2015

Design Professional: Architecture South

General Contractor: TBD

Total Project Budget: \$3,500,000.00

## UNIVERSITY OF MISSISSIPPI

### 6. UM– GS 107-308.1 – Union Addition & Renovation – Primary Electric at Grove

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

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

Board staff approved Change Order #1 in the credit amount of \$52.20 and zero (0) additional days to the contract of Total Electric, LLC.

Approval Status & Date: APPROVED, March 24, 2017

Change Order Description: Change Order #1 includes the following items: reduce the conductor from 1/0 to #2; and install three #2-15kv inline splices in the electrical man hole #7.

Change Order Justification: This change was due to user/owner requested modification.

Total Project Change Orders and Amount: One (1) change order for a total credit amount of \$52.20.

Project Initiation Date: August 18, 2011

Design Professional: Eley Guild Hardy Architects and Engineers, P.A.

General Contractor: Total Electric, LLC

Phased Project Budget: \$215,968.20

Total Project Budget: \$58,900,000.00

### 7. UM– IHL 207-372.1 – South Campus Recreation Facility & Transportation Hub DEMO

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

Board staff approved Change Order #5 in the amount of \$127,868.91 and ninety-seven (97) additional days to the contract of Century Construction & Realty, Inc.

Approval Status & Date: APPROVED, March 16, 2017

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Change Order Description: Change Order #5 includes the following items: removal of sub-grade building components uncovered during demolition; installation of satisfactory fill material; and twenty-six (26) days to the contract.

Change Order Justification: This change was due to latent job site conditions; and additional days for work as indicated herein.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$208,235.97.

Project Initiation Date: June 20, 2013

Design Professional: JBHM Architects, P.A.

General Contractor: Century Construction & Realty, Inc.

Phased Project Budget: \$1,502,716.46

Total Project Budget: \$32,000,000.00

## 8. **UM– IHL 207-383 – Gillom Sports Center Renovation**

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

Board staff approved Change Order #4R in the amount of \$96,056.98 and fourteen (14) additional days to the contract of Zellner Construction Services, Inc.

Approval Status & Date: APPROVED, March 30, 2017

Change Order Description: Change Order #4R includes the following items: revision of the wood lockers at all team locker rooms to include adding lockable space in the lockers & adding USB charging ports in all the lockers; multiple miscellaneous door opening revisions; additional sidewalks and guardrails to the West side of the building; add a hand sink to the concession area and make provisions in the countertop area; add the simple saver fabric used in the ceiling of the high roof area to all the exposed walls in that area; add an exhaust fan to the soccer vestibule; change the size & gauge of the hat channel framing under the grand stands; relocate some existing electrical junction boxes & conduits in the volleyball team room; delete the storage racks; reroute the existing gas line over strength and conditioning from in front of the windows; add matching light fixtures; additional access controls to multiple exterior doors; add doors to two (2) cubbies in sports medicine area; add a desk in the exam room next to the proposed sink millwork; add two (2) lay-in lights in a corridor; add steel tube supports to the half wall in the treatment area; add access controls to a door; delete the wood louvers in the tea, room; revise the location of the return air louvers in the court storage area; provide a gas line in the existing laundry room; and fourteen (14) days to the contract.

Change Order Justification: These changes are due to errors & omission in the plans & specification; latent job site conditions; user/owner requested modifications; and additional days for work as indicated herein.

### **Approval Request #2: Change Order #5**

Board staff approved Change Order #5 in the amount of \$6,707.91 and zero (0) additional days to the contract of Zellner Construction Services, Inc.

Approval Status & Date: APPROVED, April 3, 2017

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$196,526.09.

Project Initiation Date: June 19, 2014

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

# EXHIBIT 5

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General Contractor: Zellner Construction Services, LLC

Total Project Budget: \$13,800,000.00

## **9. UM – IHL 207-392 – North Parking Structure**

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

Board staff approved Change Order #5 in the credit amount of \$597,357.00 and zero (0) additional days to the contract of B.L. Harbert International, LLC.

Approval Status & Date: APPROVED, April 6, 2017

Change Order Description: Change Order #5 includes the following items: additional fire hydrants required connection to the fire main by hot tap; relocation of code blue stations; precast boardwalk system was deleted; retaining wall handrails were added; and floor drains were added.

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

Total Project Change Orders and Amount: Five (5) change orders for a total credit amount of \$136,175.39.

Project Initiation Date: September 26, 2014

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

General Contractor: B.L. Harbert International, LLC

Phased Project Budget: \$33,750,000.00

Total Project Budget: \$34,550,000.00

## **10. UM– IHL 207-399 – University Avenue Bridge Renovation**

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

Board staff approved Change Order #1 in the amount of \$1,980.72 and zero (0) additional days to the contract of Century Construction.

Approval Status & Date: APPROVED, March 30, 2017

Change Order Description: Change Order #1 includes the following items: sidewalk restoration to include a finish pour to match the concrete on either side of the new pour; repair of cracks & areas of spalling on the outside and underneath fascia of the steel beam encased in concrete; and credit for a bearing device not needed.

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

Total Project Change Orders and Amount: One (1) change order for a total amount of \$1,980.72.

Project Initiation Date: January 22, 2015

Design Professional: Buchart Horn, Inc. /BASCO Associates

General Contractor: Century Construction

Total Project Budget: \$1,750,000.00

## **11. UM – IHL 207-411.1 – Oxford-University Stadium (Swayze Field) Addition & Renovation – PH II**

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

Board staff approved the Award of Contract in the amount of \$15,083,000.00 to the apparent low bidder, Century Construction & Realty, Inc.

Approval Status & Date: APPROVED, March 16, 2017

# EXHIBIT 5

May 18, 2017

Project Initiation Date: October 15, 2015

Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers, P.A.

General Contractor: Century Construction & Realty, Inc.

Phased Project Budget: \$17,742,421.30

Total Project Budget: \$18,975,750.00

## UNIVERSITY OF MISSISSIPPI MEDICAL CENTER

### **12. UMMC– IHL 109-210 (GC-001) – School of Medicine**

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

**Approval Request #1: Change Order #10**

Board staff approved Change Order #10 in the amount of \$162,339.00 and ninety (90) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, March 30, 2017

Change Order Description: Change Order #10 includes the following items: revise the fire curtain track details & gypsum board atrium assemblies; add a storefront in lieu of a fire curtain; include additional testing for the fire alarm; remove the rubber & terrazzo from the millwork base cabinet doors with integral toe kicks and replace with laminate matching cabinet finish; delete the sprinkler fire protection from the multimedia renovation area; patch holes and add fire caulking at the existing ground floor lobby above the ceiling walls; add a pile cap at the loading dock; rework the installed lab casework to allow space for small incubators; add new cabinets in the simulation room; touch-up paint; add storage fees for incubators; install thicker rubber base in the wet lab; remove the existing pendant light fixture in the multimedia room and replace with a new lay-in fixture; remove the installed light fixtures in the student access room and replace with can lights; relocate the fire alarm strobes in the restrooms; and ninety (90) days to the contract.

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

Total Project Change Orders and Amount: Ten (10) change orders for a total amount of \$775,618.00.

Project Initiation Date: December 8, 2011

Design Professional: Cooke Douglass Farr Lemons + Eley Guild hardy, Architects – Jackson, P. A. – A Joint Venture

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$65,742,205.00

Total Project Budget: \$66,000,000.00

### **13. UMMC – IHL 209-544 – Translational Reserch Center**

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

Board staff approved Change Order #4 in the amount of \$218,414.32 and zero (0) additional days to the contract of Fountain Construction Company, Inc.

Approval Status & Date: APPROVED, March 16, 2017

# EXHIBIT 5

May 18, 2017

Change Order Description: Change Order #4 includes the following items: modifications to the 3<sup>rd</sup> floor office area; wall & floor finishes inside the storage room in vivarium; in-wall & drain modifications to the break room; repair damaged underground conduit; provide access to the drain bowls in vivarium showers; adding five (5) pre-heat hot water coil loop pumps; add heat trace tape on the exterior cold water make-up piping for the cooling towers; re-route the fiber optic cabling; add a catch basin below the serpentine wall; resurface the parking area; and add furrdowns at the cage washers.

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

Total Project Change Orders and Amount: Four (4) change orders for a total credit amount of \$938,607.73.

Project Initiation Date: November 17, 2011

Design Professional: Foil Wyatt Architects & Planners, PLLC

General Contractor: Fountain Construction Company, Inc.

Phased Project Budget: \$44,259,496.98

Total Project Budget: \$50,572,743.00

## **14. UMMC- IHL 209-551 – Main Pharmacy Renovations 2014**

### **Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by The McCarty Company

Approval Status & Date: APPROVED, March 16, 2017

### **Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, March 16, 2017

Project Initiation Date: January 22, 2015

Design Professional: The McCarty Company

General Contractor: TBD

Total Project Budget: \$3,848,518.00

## **15. UMMC – IHL 209-552 – School of Medicine Infrastructure-Contract 2**

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

Board staff approved Change Order #5 in the amount of \$312,756.90 and eighty (80) additional days to the contract of Cooke Douglass Farr Lemons Architects & Engineers, P.A.

Approval Status & Date: APPROVED, March 16, 2017

Change Order Description: Change Order #5 includes the following items: relocate 2” irrigation pipes; repairs and overlay to parking lot #11; adjust the existing grades at the Student Union truck entrance; add new sidewalks across the campus; add new stainless steel handrails at the loading dock; additional irrigation location services; add a sidewalk in lot #18; a credit for the exterior signage allowance not utilized; and eighty (80) 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: Five (5) change orders for a total amount of \$760,208.65.



# EXHIBIT 5

May 18, 2017

Project Initiation Date: March 19, 2015

Design Professional: Cooke Douglass Farr Lemons Architects & Engineers, P.A.

General Contractor: Hemphill Construction Company, Inc.

Total Project Budget: \$2,087,108.00

## UNIVERSITY OF SOUTHERN MISSISSIPPI

### **16. USM– GS 108-281 – Green and Chain Renovations**

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

**Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Allred Architectural Group

Approval Status & Date: APPROVED, April 5, 2017

**Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, April 5, 2017

Project Initiation Date: September 18, 2014

Design Professional: Allred Architectural Group

General Contractor: TBD

Total Project Budget: \$11,500,000.00

### **17. USM – IHL 208-335 – Ross Boulevard Parking Project**

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

Board staff approved the Award of Contract in the amount of \$945,339.50 to the apparent low bidder, R & J Construction, Inc.

Approval Status & Date: APPROVED, March 24, 2017

Project Initiation Date: May 19, 2016

Design Professional: Neel-Schaffer, Inc.

General Contractor: R & J Construction, Inc.

Project Budget: \$1,350,000.00

### **18. USM – IHL 210-243 – Marine Education Center**

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

Board staff approved Change Order #4 in the amount of \$71,582.00 and six (6) additional days to the contract of Starks Contracting Company, Inc.

Approval Status & Date: APPROVED, April 3, 2017

Change Order Description: Change Order #4 includes the following items: add 2x6 moisture shield composite decking in lieu of 5/4 composite decking; add a seawater pump slab and post foundation; revision to site water utility; additional electrical & plumbing rough-ins for ice maker; and six (6) days to the contract.

Change Order Justification: These changes were due to changes in requirements or recommendation by governmental agencies; weather; user/owner requested modifications; and additional days for work as indicated herein.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$171,756.75.

# EXHIBIT 5

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Project Initiation Date: August 21, 2008

Design Professional: Lake Flato Architects, PLLC

General Contractor: Starks Contracting Company, Inc.

Total Project Budget: \$16,115,659.75

# EXHIBIT 6

May 18, 2017

## 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 4/1/17) from the funds of Mississippi State University. (These statements, in the amounts of \$2,000.00, \$2,500.00, \$1,133.75, \$2,000.00, \$2,000.00 and \$1,322.50, represent services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 10,956.25**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 4/10/17) from the funds of the University of Mississippi. (This statement, in the amount of \$192.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 192.00**

Payment of legal fees for professional services rendered by Perry & Winfield (statement dated 4/20/17) from the funds of the University of Mississippi. (This statement, in the amount of \$8,982.00, represents services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 8,982.00**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 1/18/17, 3/14/17, 3/14/17, 3/14/17, 3/14/17, 3/24/17, 3/24/17, 3/26/17, 3/29/17, 3/29/17, 3/29/17, 3/30/17, 3/31/17 and 4/4/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$871.00, \$392.00, \$1,151.50, \$3,895.50, \$465.50, \$2,940.00, \$1,641.50, \$514.50, \$5,316.50, \$2,228.60, \$7,301.00, \$21,887.80, \$9,506.00 and \$931.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 59,042.40**

Payment of legal fees for professional services rendered by Hogan Lovells, US, LLP (statements dated 2/28/17 and 3/31/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$36,211.70 and \$6,860.70, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 43,072.40**

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Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 3/21/17, 3/21/17, 3/21/17, 3/21/17, 3/21/17, 3/21/17, 3/21/17, 3/21/17, 3/21/17, 4/7/17, 4/7/17, 4/7/17, 4/7/17, 4/7/17, 4/7/17 and 4/7/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$643.50, \$1,156.42, \$495.00, \$313.50, \$16,329.10, \$2,244.00, \$643.50, \$3,833.84, \$10,902.25, \$255.75, \$1,212.75, \$643.50, \$1,320.00, \$2,846.25, \$6,352.50 and \$6,338.65, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 55,530.51**

Payment of legal fees for professional services rendered by John T. Kitchens d/b/a Whitfield Law Group (statements dated 3/3/17 and 3/7/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,836.00 and \$39,676.50, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 41,512.50**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 3/24/17, 4/5/17 and 4/14/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$8,112.00, \$336.00 and \$2,616.00, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 11,064.00**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 4/1/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$44.76, \$391.28, \$21.10, \$61.25, \$1,517.70, \$21.05, \$2,000.00 and \$46.30, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 4,103.44**

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

Payment of legal fees for professional services rendered by Armstrong|Teasdale (statement dated 3/6/17) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: "Systems and Methods for Detecting Transient Acoustic Signals" - \$239.82.)

**TOTAL DUE.....\$ 239.82**

# EXHIBIT 6

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Payment of legal fees for professional services rendered by Butler|Snow (statement dated 3/29/17) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: “Cache Mapping Technology Matter” - \$657.00.)

**TOTAL DUE.....\$ 657.00**

Payment of legal fees for professional services rendered by HersHKovitz & Associates (statements dated 3/15/17, 3/21/17, 3/30/17 and 4/3/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Compositions for Prevention/Prophylactic Treatment of Poison Ivy Dermatitis” - \$488.08; “Highly Selective Sigma Receptor Ligands and Radioligands” - \$984.51; “Highly Selective Sigma Receptor Ligands and Radioligands” - \$490.05 and “Compositions containing Delta-9-THC-Amino Acid Esters” - \$2,319.50, respectively.)

**TOTAL DUE.....\$ 4,282.14**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 3/22/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Stabilized Formulation of Triamcinolone Acetonide” - \$559.50; “Stabilized Formulation of Triamcinolone Acetonide” - \$38.00; “Novel Tools for Assessing the Skin Sensitization Potential of Chemicals” - \$38.00 and “Indolizine-Based Donors as Organic Sensitizer Components” - \$47.50.)

**TOTAL DUE.....\$ 683.00**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 3/22/17, 3/22/17, 3/22/17, 3/22/17, 3/22/17, 3/22/17 and 3/30/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$313.50, \$57.00, \$1,487.50, \$546.50, \$38.00, \$757.50 and \$2,848.50, respectively, represent services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 6,048.50**

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 22, 2017**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in an emergency teleconference meeting held at the Board Office in Jackson, Mississippi, at 3:00 p.m. At the above-named place there were present the following members to wit: Mr. Tom Duff, Dr. Ford Dye, Mr. Shane Hooper, Ms. Ann H. Lamar, Dr. Alfred E. McNair, Jr., Mr. Chip Morgan, Mr. Hal Parker, Mr. Alan Perry, Ms. Christine Pickering, Mr. C.D. Smith and Dr. J. Walt Starr. All trustees participated by phone except Dr. Doug Rouse who was absent and President C.D. Smith who participated in person and called the meeting to order.

**In accordance with Miss. Code Ann., §25-41-1, as amended, all votes taken during this teleconference meeting were recorded by name in a roll-call. The teleconference meeting was held to discuss a personnel matter at one of the public universities**

**EXECUTIVE SESSION**

On motion by Trustee McNair, seconded by Trustee Hooper, with Trustee Rouse absent and not voting, all Trustees legally present and participating voted unanimously to close the meeting to determine whether or not to declare an Executive Session. On motion by Trustee Hooper, seconded by Trustee Perry, with Trustee Rouse absent and not voting, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reason reported to the public and stated in these minutes, as follows: Discussion of a personnel matter at one of the public universities.

**During Executive Session, the following matter was discussed and voted upon:**

On motion by Trustee Hooper, seconded by Trustee McNair, with Trustee Rouse absent and not voting, all Trustees legally present and participating voted unanimously to select Dr. William Bynum as the preferred candidate for the position of president at Jackson State University. Dr. Bynum will participate in open interviews on the campus with various university and community constituency groups.

**On motion by Trustee Perry, seconded by Trustee Hopper, with Trustee Rouse absent and not voting, all Trustees legally present and participating voted unanimously to return to Open Session.**

**ADJOURNMENT**

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

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President, Board of Trustees of State Institutions of Higher Learning

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Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF  
STATE INSTITUTIONS OF HIGHER LEARNING  
May 31, 2017**

**BE IT REMEMBERED**, That the Mississippi Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a special called teleconference meeting held at the Board Office in Jackson, Mississippi, at 3:00 p.m. At the above-named place there were present the following members to wit: Mr. Tom Duff (by phone), Dr. Ford Dye (by phone), Mr. Shane Hooper, Ms. Ann H. Lamar, Dr. Alfred E. McNair, Jr. (by phone), Mr. Chip Morgan (by phone), Mr. Hal Parker, Mr. Alan Perry, Ms. Christine Pickering (by phone), Dr. Doug Rouse (by phone), Mr. C.D. Smith and Dr. J. Walt Starr (by phone). The meeting was called to order by Trustee C.D. Smith, President.

**In accordance with Miss. Code Ann., §25-41-1, as amended, all votes taken during this teleconference meeting were recorded by name in a roll-call. The teleconference meeting was held to discuss a personnel matter and a Board litigation matter.**

**EXECUTIVE SESSION**

On motion by Trustee Perry, seconded by Trustee Starr, all Trustees legally present and participating voted unanimously to close the meeting to determine whether or not to declare an Executive Session. On motion by Trustee Perry, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously **to enter into Executive Session** for the reason reported to the public and stated in these minutes, as follows: Discussion of a personnel matter and a Board litigation matter.

**During Executive Session, the following matter was discussed and/or voted upon:**

On motion by Trustee Dye, seconded by Trustee Hooper, all Trustees legally present and participating voted unanimously to approve the following:

1. Hire Dr. William Bynum as President of Jackson State University with a four-year contract beginning July 1, 2017 and consisting of a state base salary of \$300,000 and a foundation supplement up to \$75,000;
2. To include in the contract under the compensation upon return to faculty clause that in the event Dr. Bynum resigns or is terminated as President of JSU but remains employed with the institution, his salary as a full professor shall be 110% of the highest faculty salary on the Jackson Campus of Jackson State University; and
3. In accordance with Board Policy 403.03 Tenure of Institutional Executive Officers, the Board will consider an application for tenure as a full professor in the Department of Education, Human Development, and Humane Letters in the College of Education at Jackson State University.

The Board discussed a Board litigation matter. **No action was taken.**

**On motion by Trustee Perry, seconded by Trustee Hopper, with Trustees Dye, Pickering, and Starr absent and not voting, all Trustees legally present and participating voted unanimously to return to Open Session.**

**MINUTES OF THE BOARD OF TRUSTEES OF  
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**ADJOURNMENT**

There being no further business to come before the Board, on motion by Trustee Perry, seconded by Trustee Rouse, with Trustees Dye, Pickering, and Starr absent and not voting, all Trustees legally present and participating voted unanimously to adjourn the meeting.

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President, Board of Trustees of State Institutions of Higher Learning

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Commissioner, Board of Trustees of State Institutions of Higher Learning



# CONSENT AGENDAS

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING**  
**CONSENT AGENDA**  
**ACADEMIC AFFAIRS**  
**JUNE 15, 2017**  
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**1. SYSTEM - APPROVAL OF ACADEMIC UNIT MODIFICATIONS**

Board Policy 502: New Academic Programs and Units states: *“Requests to establish new degree programs, colleges, schools, departments, institutes, and centers will be considered by the Board on a schedule and in accordance with guidelines and procedures to be determined by the Commissioner after consultation with the Institutional Executive Officers. In developing such guidelines and procedures, the Commissioner shall consider state, system, and institutional priorities, institutional missions, institutional performance, comparative funding, market demand, and other appropriate criteria.”*

In accordance with Board policy, approval is requested for establishing the following academic units.

**REORGANIZE AND RENAME**

- a. ***Jackson State University*** requests permission to consolidate two academic units, the ***Department of English and Modern Foreign Languages*** and the ***Department of Speech Communications***, and rename the new unit the ***Department of English and Modern Foreign Languages and Speech Communications***. Renaming the unit will reflect changes within the new department that focus on the merger of two departments, revitalization, and growth of the department. This request will provide efficiencies and allow disciplines to compliment and reinforce each other with qualified faculty providing students the fundamental knowledge of communications. No new funding is requested as existing unit budgets will provide adequate support.
- b. ***Jackson State University*** requests permission to consolidate two academic units, the ***Department of Art*** and the ***Department of Theatre*** and rename the new unit the ***Department of Art and Theatre***. Renaming the unit will reflect changes within the new department that focus on the merger of two departments, revitalization, and growth of the department. No new funding is requested as existing unit budgets will provide adequate support.
- c. ***Jackson State University*** requests permission to reorganize and rename the ***School of Journalism and Media Studies*** to ***The Department of Journalism and Media Studies***. Renaming the unit, ***The Department of Journalism and Media Studies*** and reorganizing it under the College of Liberal Arts will improve efficiencies and strengthen the area while providing an opportunity for students to have training, knowledge and skills in journalism and media studies department. There will be no change in location of the unit. No new funding is requested as the existing unit budget will provide adequate support.
- d. ***Jackson State University*** requests permission to consolidate four academic units ***Department of Accounting, Department of Economics, Finance and General Business, Department of Marketing and Management, and Department of Entrepreneurship*** and rename the new units ***Department of Accounting, Finance, and Entrepreneurship*** and ***Department of***

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***Business Administration.*** Reorganizing and renaming the units will reflect changes within the new departments that focus on financial and organizational efficiencies. This structure will be administered by two department chairs and assisted by two administrative assistants. No new funding is requested as the existing unit budgets will provide adequate support.

- e. ***Jackson State University*** requests permission to consolidate ***The Department of Special Education*** and ***The Department of Social and Cultural Studies*** and rename the new unit the ***Department of Special Education and Social and Cultural Studies***. Renaming the unit, the will reflect changes within the new department that focus on the merger of two departments, revitalization, and growth of the department. The unit will operate under the College of Education and Human Development. No new funding is requested as existing unit budgets will provide adequate support.
- f. ***Jackson State University*** requests permission to consolidate two existing academic units, ***Physics, Atmospheric Sciences and Geoscience*** and ***Chemistry and Biochemistry***, and rename the new unit the ***Department of Chemistry and Geo and Physical Sciences***. Renaming the unit will reflect changes within the new department that focus on the merger of two departments, revitalization, and growth of the department. No new funding is requested as existing unit budgets will provide adequate support.
- g. ***Jackson State University*** requests permission to consolidate two of its academic units, ***Computer Science*** and ***Electrical and Computer Engineering*** and rename the new unit ***Electrical and Computer Engineering and Computer Science***. Renaming the unit, the will reflect changes within the new department that focus on the merger of two departments, revitalization, and growth of the department. No new funding is requested as existing unit budgets will provide adequate support.
- h. ***Jackson State University*** requests permission to consolidate two existing academic units, ***Industrial Systems and Technology*** and ***Civil and Environmental Engineering*** and rename the new unit ***Department of Civil, Environmental Engineering and Industrial Systems Technology***. Renaming the unit will reflect changes within the new department that focus on the merger of two departments, revitalization, and growth of the department. No new funding is requested as existing unit budgets will provide adequate support.
- i. ***Mississippi University for Women*** requests permission to reorganize two existing academic units, ***College of Arts and Sciences*** and ***College of Education*** and rename the new unit ***College of Arts, Sciences, and Education***. As part of MUW's response to MUW's funding allocation reduction, the university proposed to restructure the colleges to eliminate the need to fill the vacant position of Dean of the College of Education and Human Sciences and to move the departments within that college to other colleges. The Department of Psychology and Family Studies is commonly in Arts and Sciences. Because the secondary education programs are housed in the discipline areas in Arts and Sciences, the Dean and the faculty already work closely with the Department of Education to deliver licensure programs; the

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move to Arts and Sciences will provide an easy transition and the opportunity for faculty to work together closely to enhance teacher education programming.

**REORGANIZE**

- j. *Mississippi University for Women* requests permission to reorganize the *Department of Health and Kinesiology's* academic programs and move the department's existing programs to the *College of Nursing and Speech-Language Pathology*. The modification is in line with peer institutions and will allow for all health sciences programs to be within one college. The mix of programs and the opportunity for the faculty to work together more closely in the reorganized college should strengthen all programs within the college. Additionally, Public Health Education is a popular program choice for students who enter MUW thinking they want to go into the nursing program but then later decide to change their major. That transition will be easier with all programs in the same college.

**STAFF RECOMMENDATION: Board staff recommends approval of Items a – j.**

**2. JSU - APPROVAL OF ACADEMIC PROGRAM MODIFICATIONS**

Board Policy 503: Program Modifications states: "*As part of its broad constitutional authority to govern the universities, the Board shall exercise its authority to modify programs offered by the universities generally or at various units of the universities.*"

In accordance with Board policy, approval is requested for the following academic program modifications.

**SUSPEND**

- a. *Jackson State University* requests permission to suspend the *Master of Arts in Teaching English* degree. (CIP 230101). The request is being made due to low productivity.

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

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**1. SYSTEM- REQUEST FOR APPROVAL TO RENEW AUTO INSURANCE**

**Agenda Item Request:** The Mississippi Institutions of Higher Learning's Executive Office (IHL) requests approval to renew its auto liability insurance coverage for the system.

**Contractor's Legal Name:** Berkley Southeast Insurance Group and American Empire Surplus Lines Insurance Company.

**History of Contract:** The IHL Self-Insured 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 \$5,000,000 for out-of-state coverage through Berkley Southeast Insurance Group and American Empire Surplus Lines Insurance Company. The policy includes an endorsement which aligns coverage limits with the MTCA cap for applicable claims. Following a competitive RFP process, this agenda item seeks renewal of our current policies, at the same coverage limits, which will insure against auto liability for accidents occurring in connection with the business of any university as well as the Executive Office. The insurance covers approximately 1,974 owned vehicles, but it also extends to borrowed and leased vehicles.

**Specific Type of Contract:** This is an auto liability insurance policy and an auto liability excess insurance policy.

**Purpose:** The purpose is to cost-effectively insure the system automobile liability exposure.

**Scope of Work:** The insurers provide liability insurance coverage in exchange for payment of the premium.

**Term of Contract:** July 1, 2017 to July 1, 2018, if a renewal option is not exercised. Berkley Southeast has offered a three-year conditional rate guarantee and renewal option, and this agenda item includes the renewal options in the event that IHL chooses to renew the policy for two additional years. If both renewals are elected, the contract term will run through July 1, 2020.

**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 total annual premium for both insurance policies is \$763,711.89, with the premium amount for Berkley Southeast being \$613,460 and the premium for American Empire Surplus Lines Insurance Company being \$150,251.89. The last three policy years have seen a total insurance cost per vehicle to be \$384. The cost per vehicle for

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this policy will be \$386. The quote includes a three-year rate guarantee, subject to an Annual Loss Ratio of 40% or less. If the policy is renewed for two additional years, the three-year total would be \$2,360,557 if fleet size increases at 3% per year. However, the total annual premium may vary in proportion to an increase or decrease in the number of vehicles. In addition to the liability coverage, \$1,620 of the annual premium is for comprehensive coverage related to leased vehicles.

**Funding Source for Contract:** The universities are billed directly for their share of the premium. There is a deductible of \$10,000 per occurrence, and deductible amounts are paid from the IHL Self-Insured Tort Claims Plan.

**Contractor Selection Process:** The RFP was advertised for two weeks in *The Clarion-Ledger*, and invitations to participate were also mailed to brokers who had previously expressed an interest in brokering this insurance. Interested brokers requested market assignments, and fourteen insurers were assigned to four brokers. Of the fourteen insurers, only our incumbent insurers submitted a quote. Reasons that markets declined to quote included an inability to compete with our historical pricing, being uncomfortable with student transportation exposure, and an unwillingness to cover a fleet that includes vehicles over a certain weight threshold. Although rates usually trend upward over time, the recommended quote has a rate that is very close to flat when compared to our last three annual policies.

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

**2. MSU- REQUEST FOR APPROVAL TO ENTER INTO A SERVICE AGREEMENT WITH DOUBLEMAP**

**Agenda Item Request:** MSU requests approval to enter into a new contract with **DoubleMap, Inc.** to provide passenger bus tracking and passenger counting software, hardware, services, and maintenance.

**Contractor's Legal Name:** DoubleMap, Inc.

**History of Contract:** For the past several years, Syncromatics has partnered with Mississippi State University to provide passenger bus tracking and passenger counting services. The original contract was for a four-year period and at the end of that period, through consultation with the Mississippi Department of Information Technology Services and the Mississippi Department of Finance and Administration, it was decided that MSU needed to gain approval from the Mississippi Department of Information Technology Services and seek proposals. Currently Syncromatics is on a one-year contract that ends October 31, 2017.

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A CP-1 was received from the Mississippi Department of Information Technology Services on October 20, 2016, with an expiration date of September 20, 2026.

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

**Purpose:** The purpose of this contract is to provide software, hardware, and maintenance for passenger bus GPS tracking and passenger counting. Passenger counting is needed in order to report annual ridership numbers as part of the proposal process with the Mississippi Department of Transportation. GPS bus tracking provides numerous benefits, including the ability for riders to track their bus and provide accurate estimated time of arrival times. The current contract is expiring with a new contract is in order to continue these services.

**Scope of Work:** The scope of work includes the configuration, training, and deployment of the DoubleMap software, a mobile APP, SMS texting services and all subsequent hardware needed to operate the following systems:

- Realtime Passenger Information System
- Automated Voice Annunciation
- Automatic Passenger Counting
- Digital Estimated Time of Arrival Signage
- Automatic Vehicle Location

**Term of Contract:** The CP-1 is approved for 10 years. This agreement will not be effective until both parties have executed this agreement and the effective date of this agreement shall be the date it is executed by whichever party executes the agreement last. This agreement shall commence on the effective date and shall continue for ten (10) years at which time, this agreement shall automatically expire. We anticipate signing the contract within a day or two of receiving board approval. The contract will then be sent to the vendor, which will take another day or two. MSU expects the contract to be fully executed no later than June 23, 2017.

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

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

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

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

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**Contract Amount:** \$528,177.97 – 10-year total, broken down as follows:

Year One (includes installation of all initial equipment and software)	\$145,002.28
Year Two	\$41,165.74
Year Three	\$41,165.74
Year Four	\$41,165.74
Year Five	\$41,165.74
Year Six	\$41,989.05
Year Seven	\$42,828.84
Year Eight	\$43,685.41
Year Nine	\$44,559.12
Year Ten	\$45,450.30

**Funding Source for Contract:** Paid by Starkville-MSU Area Rapid Transit, which is a partnership between the Mississippi Department of Transportation and MSU Parking and Transit Services. Through this grant, the Mississippi Department of Transportation covers 80% of capital and 50% of annual operation cost. This contract is funded as a capital item and cover by 80% grant funds and 20% local cash match from MSU Parking and Transit Services.

**Contractor Selection Process:** Proposals were received from five organizations: Syncromatics, Ridesystems, DoubleMap, Transloc, and ETA. The review committee consisted of a representative from Procurement and Contracts, three representatives from Parking and Transit Services, and two representatives from Information Systems Technology. Each member reviewed the proposals for technical merit and scored each accordingly and related to the factors presented in the request for proposals. Given that some proposals included cost as part of their technical proposal, each cost proposal was opened along with the technical proposals and the cost entered into the scoring matrix. The committee met to discuss all of the proposals and it was determined that a web demo was needed from each organization to better understand their product so a web demo was scheduled and an identical list of questions was submitted to each proposer to be addressed during the demo. After all demos, the technical proposals were rescored based on the information from the web demo and three of the vendors (DoubleMap, Ride Systems, and Syncromatics) came out on top and were asked for a best and final offer. Upon receipt of these offers, each committee member was asked to update their evaluation sheet. While DoubleMap was not the lowest cost, by a very small margin, their technical score coupled with their cost made them the clear choice for MSU.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval is required prior to execution of contracts for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Associate



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**Commissioner for Legal Affairs, Risk Management and Special Projects Officer's Office. Board staff recommends approval of this item.**

**3. MSU – REQUEST FOR APPROVAL TO AMEND AGREEMENT WITH THYSSENKRUPP ELEVATOR CORPORATION**

**Agenda Item Request:** MSU requests approval to extend the current contract for elevator maintenance with **ThyssenKrupp** for an additional six months with no changes.

**Contractor's Legal Name: ThyssenKrupp Elevator Corporation**

**History of Contract:** The original contract was approved by the IHL Board on the May 2012 Consent Agenda. MSU is currently issuing an RFP for a new contract but feels there is not adequate time to fully evaluate proposals and get a new contract in place prior to the current end date. MSU is seeking a six-month extension of the existing agreement.

**Specific Type of Contract:** Elevator Maintenance Contract

**Purpose:** The purpose of this contract is to provide full comprehensive preventive maintenance and repair services for elevator maintenance at the MSU campus in Starkville.

**Scope of Work:** The agreement will provide that ThyssenKrupp will provide all labor, transportation, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, equipment, lubricants, supervision, and all other work, equipment and materials required to perform both regular and preventative maintenance on all elevators/escalators listed in the contract. In turn MSU will pay for said services.

**Term of Contract:** The extension will be effective July 1, 2017 and end on December 31, 2017.

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

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

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

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

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**Contract Amount:** MSU will pay \$29,587.63 per month for six months, making the total expenditure \$177,525.78. It should be noted that the monthly amount has increased during the term of the contract due to the addition and deletion of various units as MSU closed and opened different buildings. This was anticipated in section 3.9.8 of the RFP.

**Funding Source for Contract:** The contract will be funded by General Funds.

**Contractor Selection Process:** This is an extension of a contract entered into via an RFP.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of contracts for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Associate Commissioner for Legal Affairs, Risk Management and Special Projects Officer's Office. Board staff recommends approval of this item.*

**4. MSU- REQUEST FOR APPROVAL TO RENEW SERVICE AGREEMENT WITH UNITED HEALTHCARE INSURANCE COMPANY**

**Agenda Item Request:** Mississippi State University (MSU) requests approval to renew a contract with **United Healthcare Insurance Company** for health insurance plans which will cover MSU students for the 2017-2018 school year.

**Contractor's Legal Name:** **United Healthcare Insurance Company**

**History of Contract:** This group health insurance contract is essentially a renewal of the group health insurance option which MSU has entered into for a number of years for the benefit of its students. MSU remains satisfied with the contractor's performance and price.

**Specific Type of Contract:** This is a group rate student health insurance contract which fully complies with the requirements of the Affordable Care Act.

**Purpose:** The purpose of this group insurance plan is to allow students who need affordable health insurance coverage to have access to comprehensive coverage at a reasonable cost which is lower than rates available to them on an individual basis.

**Scope of Work:** United Healthcare will provide health insurance coverage which is compliant with the Affordable Care Act to MSU students.

**Term of Contract:** The contract will be annual, from August 1, 2017, to July 31, 2018.

**Termination Options:** MSU will be able to terminate the arrangement at the end of each year.

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**Contract Amount:** The contract amount varies depending upon the number of students who elect to purchase the insurance. However, a fair estimate based upon last year's amount is approximately \$1,050,000.

**Funding Source of Contract:** MSU students

**Contractor Selection Process:** This vendor was selected as a renewal from previous years.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Associate Commissioner for Legal Affairs, Risk Management and Special Projects Officer's Office. Board staff recommends approval of this item.

**5. UM-REQUEST TO ENTER INTO A LEASE AGREEMENT WITH CROWN CASTLE TOWERS 06-2 LLC**

**Agenda Item Request:** The University of Mississippi Telecommunications Center Department requests approval to enter into a lease with **Crown Castle Towers 06-2 LLC**.

**Contractor's Legal Name:** Crown Castle Towers 06-2 LLC

**History of Contract:** The west side of the University of Mississippi campus has some cell coverage issues that prevent adequate signal for faculty, staff and students. This results in safety issues due to lack of a signal to call 911 services in the event of an emergency.

**Specific Type of Contract:** This request is for a Lease of an area of campus to construct a cell tower and related support structures.

**Purpose:** In order to enhance cell coverage on the west side of campus and ensure adequate signal in the event of an emergency, the University of Mississippi Telecommunications Center desires to issue a contract to construct a neutral host cell tower for cell providers to place antennas for cellular service.

**Scope of Work:** The University of Mississippi Telecommunications Department is requesting the design, construction, operation and maintenance of a monopole cell tower owned by the selected bidder and a containing fence built to the specifications indicated in Appendix A to be owned by the University. The University retains all rights to the land but will lease property to the selected bidder for the construction, operation and maintenance of the cellular facility. Only the physical tower structure and supporting shelters are to be owned by the selected bidder. Approximately 50 X 50 feet of the enclosure is to be for use of

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the Cellular Tower site with the remaining 50 X 50 feet within the enclosed space to be used by the University.

**Term of Contract:** The initial term will be five years and will be renewed and extended upon mutual consent of UM and Lessee, for four additional terms of five years each.

**Termination Options:** The University may terminate this Agreement with 90 days' notice and will pay Lessee the historical cost of any improvements placed on the leased property by Lessee, including the Initial Site Access Fee of \$100,000, reduced by straight-line depreciation for an asset with the useful life 20 years with a 20 percent salvage value if the lease term has not expired. The University may also terminate if Crown Castle Towers 06-2 LLC defaults in performance of its lease obligations.

**Contract Amount:** \$100,000 is to be paid to the University upon start of cell tower construction, and 40% of the cell carrier revenue for providers on the tower along with 40% of any lease increases if Crown Castle Towers 06-2 LLC gets a yearly escalator from the sublease agreements with the carriers will be paid to the University.

**Funding Source for Contract:** No funding is required. This is a lease paid by Crown Castle Towers 06-2 LLC to the University of Mississippi.

**Contractor Selection Process:** The award to Crown Castle Towers 06-2 LLC was made via the Request for Proposals process per UM RFP #575.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

**6. UM- REQUEST FOR APPROVAL TO ENTER INTO A CONTRACTUAL SERVICES AGREEMENT WITH SPRINGER CUSTOMER SERVICE CENTER**

**Agenda Item Request:** The University of Mississippi J.D. Williams Library requests approval to enter into a contract **with Springer Customer Service Center** which will include prepayment for services. Due to lengthy negotiations between Springer and Lyrasis delaying presentation of the Execution of License Agreements to the university licensees, we are seeking retroactive approval for a contract start date of January 1, 2017.

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**Contractor's Legal Name:** Springer Customer Service Center

**History of Contract:** The attached agreement was negotiated between the publisher Springer Customer Service Center and the consortium Lyrasis on behalf of 144 libraries across the country. The agreement is very similar to a prior agreement between Springer and Lyrasis to which the University of Mississippi Libraries were a party beginning in January 2014. That prior agreement did not require a signature from the University Libraries. This is the first time the Libraries are seeking approval of an agreement with the publisher Springer Customer Service Center.

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

**Purpose:** The purpose of the agreement is to license access to the Springer Nature Optimum collection of journals, to Springer Research Group journals, and a selected list of Nature Research Group journals titles used for educational and research purposes, and to control the rate of inflation on the cost of these subscriptions.

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

**Term of Contract:** This contract will be in place from January 1, 2017 to December 31, 2021.

**Termination Options:** A Licensee may opt out of this License Agreement due to material financial hardship by giving Springer written notice of termination (including the reasons for opting-out) three months prior to the end of any year of the Term, effective as of the end of the current year of the Term. Either the Licenser or Customer may terminate the Agreement immediately upon written notice for any material breach not cured within thirty (30) days after written notice specifying the breach in reasonable detail, a petition of bankruptcy has been filed by either party, either party is directed to liquidate, either party becomes insolvent, either party's assets are assigned for the benefit of creditors, or either party ceases paying its debts on a regular basis. The Agreement may also be terminated in the event the Licensee fails to pay for Content provided under one or more Product Terms and fails to cure such non-payment within thirty (30) calendar days following notice.

**Contract Amount:**

The total subscriptions costs are:	2017	\$	407,394.60
	2018	\$	423,690.50
	2019	\$	440,638.12
	2020	\$	458,264.12
	<u>2021</u>	<u>\$</u>	<u>476,595.16</u>
			\$2,206,582.50

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Prepayment will be made before December 1 of the previous year for access granted in the contract year. Payment for 2017 has been held until this agreement is approved.

These costs may vary slightly depending on particular subscriptions each year.

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

**Contractor Selection Process:** The contractor was selected because Springer Customer Service Center is a proprietary provider of the content. No other vendor offers the content.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

**7. UM – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH VENTURE TECHNOLOGIES, INC.**

**Agenda Item Request:** The University of Mississippi (UM) requests approval to enter into an agreement with **Venture Technologies, Inc.** to procure hardware to be used to upgrade the existing computer network. This purchase will include a prepayment for the three years of support and upgrades.

**Contractor's Legal Name:** Venture Technologies, Inc. (Venture)

**History of Contract:** In 2003, the University of Mississippi installed the first on-campus network core infrastructure. Since that time several upgrades have taken place to address the growth of the user base and the demand for additional functionality. To continue meeting these challenges and to address the ever-changing security landscape, the existing four-year-old infrastructure needs an upgrade. This upgrade was reviewed and approved by the Mississippi ITS Board in March 2017.

**Specific Type of Contract:** Purchase and Services Agreement

**Purpose:** The purpose of this request is to support hardware being installed as part of the existing University of Mississippi network.

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**Scope of Work:** Under the agreement, Venture will install all hardware and provide support for the hardware throughout the term of the agreement.

**Term of Contract:** The term of the agreement is for three (3) years and will commence upon execution of the agreement by the parties.

**Termination Options:** The agreement may be terminated for the following;

- reduction of funds,
- by either party for a breach of the agreement,
- by either party for force majeure, and
- failure by Venture to comply with the federal E-Verify Program.

**Contract Amount:** The contract amount for this procurement is \$935,049.40 with hardware cost being \$807,422.94 (including three years of updates for the operating system), hardware installation cost being \$40,000.00 and three years of hardware support being \$87,626.46.

**Funding Source of Contract:** The agreement will be funded by Telecommunications capital R&R reserves.

**Contractor Selection Process:** The selection process for this contractor was via competitive bid per University of Mississippi Request for Bid #9657.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Based on Board Policy 707.03, Approval of Prepayment for Goods and Services, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

**8. UM – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH FANATICS RETAIL GROUP FULFILLMENT INC.**

**Agenda Item Request:** The University of Mississippi (UM) requests approval to enter into a contract with Fanatics Retail Group Fulfillment, Inc. to operate the official Intercollegiate Athletics team store channels.

**Contractor's Legal Name:** Fanatics Retail Group Fulfillment, Inc. (Fanatics)

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

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**Specific Type of Contract:** This is a merchandising service contract that generates revenue for the University.

**Purpose:** The purpose of this contract is to provide operation of official team store channels.

**Scope of Work:** Fanatics will partner with the Athletics Department to provide the official team store for officially licensed Ole Miss apparel and merchandise in three key areas: Online, Bricks & Mortar Store, and Gameday Venues.

**Term of Contract:** The initial term of the contract is seven years with the option to renew for an additional three years upon agreement of the parties, and an automatic renewal of three years if certain financial benchmarks are met. Approval is requested for the total ten-year term.

**Termination Options:** The contract may be terminated for an uncured breach.

**Contract Amount:** There is a minimum guaranteed revenue of \$1,500,000 during the initial seven-year term. The contract will be automatically extended if the aggregate payments exceed \$1,550,000 during the initial term.

Fanatics will make capital expenditures or other improvements of at least \$50,000 to the Retail Location during the Term of the agreement.

The total estimated revenue if extended the full 10-year period is \$2.5 million.

**Funding Source of Contract:** N/A

**Contractor Selection Process:** The contractor was selected utilizing a competitive Request for Proposals process under UM RFP #594.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement was reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

**9. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH BAXTER HEALTHCARE CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Dialysis Products Purchase Agreement with **Baxter Healthcare Corporation** for the purchase of hemodialysis solutions used in continuous renal



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replacement therapy (CRRT). CRRT is a type of hemodialysis that is provided in an inpatient (intensive) care setting. In CRRT, dialysis is provided on a continual basis, for an extended period of time. These solutions are different in composition than those used in an outpatient setting or for intermittent dialysis.

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

**History of Contract:** On June 19, 2014, the IHL Board of Trustees approved a three (3) year agreement with Baxter for the purchase of hemodialysis solutions used in CRRT. In April 2017, UMMC publicly advertised an Invitation for Bid (IFB) for the purchase of hemodialysis solutions. UMMC received bids from two (2) vendors, Baxter and NxStage Medical, Inc. Under the IFB, UMMC had the option to award the bid to multiple vendors that met the specifications outlined in the bid documents, and UMMC has elected to award the bid to both responding vendors.

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

**Purpose:** The Agreement will allow UMMC to purchase needed solutions for patients receiving CRRT. CRRT is a type of hemodialysis that is provided in an inpatient (intensive) care setting. In CRRT, dialysis is provided on a continual basis, for an extended period of time. These solutions are different in make-up than those used in an outpatient setting or for intermittent dialysis.

**Scope of Work:** Baxter will provide, and UMMC will purchase, hemodialysis solutions to be utilized for CRRT at discounted pricing.

**Term of Contract:** The term of this agreement shall be three (3) years with the estimated effective date of July 1, 2017, and an expiration date of June 30, 2020.

**Termination Options:** This contract may be terminated for the following reasons:

- In the event a party commits a material breach of the Agreement which remains uncured for 60 days;
- In the event there are no funds available; and
- Failure by Baxter to comply with the federal E-Verify Program.

**Contract Amount:** The estimated cost of this agreement is \$1,411,723.50 over the three (3) year term, as broken down below. UMMC has calculated the total potential cost based on historical purchases of hemodialysis solutions and included a seven percent (7%) annual increase beginning in Year 2 for potential patient volume increases.

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	Total Cost
Year 1	\$439,017.50
Year 2*	\$469,871.00
Year 3	\$502,835.00
Total	\$1,411,723.50

*\*Beginning in Year 2, the volume is compounded annually by seven percent (7%) to account for patient volume increases.*

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

**Contractor Selection Process:** UMMC sought bids through a public Invitation for Bid (IFB) under IFB number 7018 for the purchase of hemodialysis solutions. UMMC received bids from two (2) vendors, Baxter and NxStage. Under the IFB, UMMC had the option to award the bid to multiple vendors that met the specifications outlined in the bid documents, and UMMC has elected to award the bid to both responding vendors.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

**10. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH BIOSENSE WEBSTER, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Biosense Webster, Inc.** for the purchase of products used with the CARTO 3 Electrophysiology Mapping System. In addition, UMMC is requesting retroactive approval for \$315,630 expended between December 1, 2015 and November 30, 2016.

**Contractor's Legal Name:** Biosense Webster, Inc. (Biosense)

**History of Contract:** This is a new agreement. The Board approved an agreement between UMMC and Biosense in November 2015 for the period December 1, 2015 through November 30, 2016 for a total cost of \$365,560. During the contract period, UMMC spent \$315,630 over the approved cost for the contract term. UMMC is now seeking retroactive approval of the overspend.

In August 2016, UMMC began the process of purchasing the Biosense products as sole source. In compliance with the regulations regarding sole source procurement, Biosense is

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required to send UMMC a letter confirming the products as sole source. However, Biosense did not respond timely to UMMC's requests for the required documentation, and UMMC did not receive the letter until November 2016. In November and December 2016, UMMC advertised its intent to purchase the sole source commodities and began negotiating the new agreement. UMMC has tried diligently to work with Biosense on a new contract, but Biosense has not responded timely to UMMC's requests. UMMC escalated the issue with Biosense's parent company Johnson and Johnson, which ultimately resulted in resolution to the outstanding terms requiring negotiation.

**Specific Type of Contract:** Pricing agreement.

**Purpose:** The purpose of this agreement is to secure pricing for the purchase of products to be used by the Electrophysiology Department for use with the Biosense CARTO 3 Mapping System. This system is used to provide 3-D Cardiac Mapping and Navigation of the heart and surrounding vessel as well as provides commodities utilized in the performance of cardiac cryo-ablation procedures. The 3-D mapping assists physicians in locating the patients' source of arrhythmia.

**Scope of Work:** Under the agreement, Biosense will provide:

- specific products, at a discounted price, that are utilized with the CARTO 3 Electrophysiology Mapping System, and
- an evaluation of UMMC's purchase history every six (6) months to ensure that UMMC is purchasing at least 50% of its annual commitment within that timeframe.

UMMC will:

- purchase a certain annual volume of the products in order to qualify for the discounted pricing, and
- pay all related return fees for any cancellations/returns of orders placed by UMMC.

**Term of Contract:** The term of the agreement is for a two (2) year period, beginning on or about July 5, 2017 through July 4, 2019.

**Termination Options:** The agreement may be terminated for the following:

- by either party at any time upon thirty (30) days notice,
- reduction of funds,
- upon thirty (30) days written notice in the event either party is excluded from participating in a federal health care program, and
- for a violation by Biosense of the federal E-Verify program.

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**Contract Amount:** The total estimated cost of the agreement is \$700,000. This amount was determined based on the number of products purchased in previous years. Actual purchases, however, will vary based upon the number of patients who require cardiac mapping and ablation.

The estimated contract cost is a discounted price that is contingent upon UMMC's purchase of at least \$300,000 of products annually.

**Funding Source of Contract:** The agreement will be funded by patient revenues.

**Contractor Selection Process:** Biosense Webster, Inc. is the sole manufacturer and distributor of the products used with the CARTO 3 Mapping System. In November and December 2016, UMMC advertised its intent to purchase the commodities as sole source in accordance with DFA regulations and received no objections.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000.* The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

**11. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH DUTCH OPHTHALMIC USA INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Dutch Ophthalmic USA, Inc.** Under the agreement, Dutch Ophthalmic will place two (2) EVA Vaccuflo Valved Timing Intelligence Phaco and Vitrectomy Systems with Integrated 532Nm Laser (Vitrectomy System) at UMMC and provide for disposable products utilized on the systems at reduced pricing.

**Contractor's Legal Name:** Dutch Ophthalmic USA, Inc. (Dutch Ophthalmic)

**History of Contract:** This is a new agreement. UMMC currently owns two Alcon vitrectomy systems; however, these systems are older and require frequent repair. Although we will still utilize the Alcon systems we own, on an as needed basis, the Dutch Ophthalmic vitrectomy systems will be our primary systems for conducting these procedures.

**Specific Type of Contract:** Placement Agreement

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**Purpose:** The contract allows UMMC to purchase vitrectomy disposable products at a discounted price from Dutch Ophthalmic and allows for placement of two (2) Vitrectomy Systems at no charge.

**Scope of Work:** Under the agreement, Dutch Ophthalmic will provide:

- delivery and Placement of two (2) Vitrectomy Systems at no charge,
- discounted pricing on disposable packs and products for three (3) years, and
- any necessary repairs and maintenance to the Vitrectomy System in exchange for the annual Service Fee.

UMMC will provide:

- 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 agreement is for three (3) years beginning on or about June 1, 2017 through May 31, 2020.

**Termination Options:** The agreement may be terminated for the following;

- by either party upon ninety (90) days written notice,
- reduction of funds,
- by Dutch Ophthalmic should UMMC default under the terms of the agreement,
- by UMMC should it be unable to meet the demand of a price change,
- by Dutch Ophthalmic upon sixty (60) days written notice in the event any critical materials and supplies necessary for maintenance become unavailable upon commercially reasonable terms,
- by Dutch Ophthalmic upon sixty (60) days written notice in the event UMMC's overall vitrectomy surgery volume is less than 50 procedures in any obligation period, and
- failure by Dutch Ophthalmic to comply with the federal E-Verify program.

**Contract Amount:** The total estimated contract cost is \$1,635,992.00. The estimated total cost for the disposables is provided below:

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	Baseline	Year 1	Year 2	Year 3	Total
Cost of Disposable Pack		\$547.00	\$547.00	\$ 547.00	--
Estimated Procedures (20% growth each year)	671	806	968	1162	2936
Annual Service Fee (\$5,000/machine/year)		\$10,000.00	\$10,000.00	\$10,000.00	\$30,000.00
Total		\$450,882.00	\$539,496.00	\$645,614.00	\$1,635,992.00

**Funding Source of Contract:** The agreement will be funded by patient revenues.

**Contractor Selection Process:** Dutch Ophthalmic was selected as the vendor as a result of invitation for bids (IFB) to provide a vitrectomy system and necessary disposables. There were two other responses to the IFB – Alcon and Bausch and Lomb. UMMC selected the lowest and best bid response.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

**12. UMMC-REQUEST FOR APPROVAL TO ENTER INTO A RENTAL AGREEMENT WITH INSIGHT HEALTH CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to renew the rental agreement with **Insight Health Corporation (Insight)** to provide a mobile MRI unit on site at its Grenada facility. This unit will be used while the installation of a new permanent MRI unit is placed. There is no additional cost required for this renewal.

**Contractor's Legal Name:** **Insight Health Corporation (Insight)**

**History of Contract:** The Board approved this agreement at its June 2016 meeting. UMMC is replacing the current permanent MRI unit housed at Grenada and is in need of the mobile unit to continue providing needed services in the interim.

**Specific Type of Contract:** This is a one (1) year renewal to the rental agreement.

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**Purpose:** The purpose of the contract is to provide a mobile MRI unit to our facility during the downtime for renovation and installation of a new permanent MRI unit at Grenada. This is not a mobile unit that will be brought to Grenada on occasion, rather this mobile unit will remain at Grenada, until the renovations and installation of the new MRI is complete. The agreement will allow Grenada to provide continued care in a timely manner, while maintaining adequate reimbursement for the radiology department and the hospital.

**Scope of Work:** Insight will provide the mobile MRI unit and provide maintenance and repair services to the imaging system.

UMMC will provide the following:

- Licensed personnel to operate the system;
- Site preparation as needed;
- To properly screen patients;
- Provide and maintain appropriate phone lines at the facility location;
- Provide appropriate electrical power at all times;
- Record cryogen readings on a daily basis and report the readings;
- Will maintain patient records in compliance with HIPAA guidelines; and
- Properly operate the system.

**Term of Contract:** The term of this agreement is one (1) year beginning July 1, 2017 and ending June 30, 2018.

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

- By either party without cause provided one hundred twenty (120) days prior written notice to the nonterminating party is given; and
- For breach of the agreement if the breach is not cured within thirty (30) days of receipt of written notice.

**Contract Amount:** There is no additional cost with this renewal. The original estimated cost of this agreement is \$271,665.00 with a breakdown provided below.

	Cost	Total
Daily Rental	\$731.00	\$266,815.00
Delivery Fee	\$4,500.00	\$4,500.00
Cleaning Fee	\$350.00	\$350.00
Total		\$271,665.00

**Funding Source for Contract:** The cost of this agreement will be paid for by hospital patient revenue.

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**Contractor Selection Process:** UMMC obtained two quotes: InSight Health Corp and Alliance Healthcare. Insight was the lower of the two. The two proposals were: Insight Health Corp- \$22,500.00 per month; Alliance Healthcare- \$31,000.00 per month. Since that time there was an increase in the rate but Insight is still less.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

**13. UMMC - REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH MICROSOFT CORPORATION**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval of a Campus and School Agreement (CSA) with **Microsoft Corporation** for Volume Licensing of Microsoft Products/Services utilized by UMMC, such as software, servers, online services, applications, etc. UMMC requests permission to add, as needed/required by the institution during the term of this agreement, Microsoft products/services, pursuant to the CSA.

**Contractor's Legal Name: Microsoft Corporation (Microsoft)**

**History of Contract:** Previously, UMMC has utilized the Mississippi Department of Information Technology Services' (ITS) contract with Microsoft to purchase needed Microsoft products. The most recent purchase pursuant to ITS's agreement ended April 30, 2017. UMMC has elected to pursue our future purchases of Microsoft through our group purchasing organization, Vizient. As such, UMMC must enter into a CSA for Volume Licensing of Microsoft Products/Services.

Microsoft's CSA allows educational institutions to provide Microsoft products/services to both its faculty/staff and students. The CSA consists of: 1) the CSA terms and conditions and corresponding signature form, 2) applicable Microsoft Product Terms, 3) Microsoft Use Rights, 4) Enrollment for Education Solutions (Enrollment), 5) any order submitted under the CSA and 6) the eligibility criteria for CSA. Microsoft has structured their CSA, to allow enrolled educational institutions to purchase Microsoft products/services as needed during the term of their enrollment. Each order will be made part of this CSA. Although UMMC began working on the contract prior to expiration, Microsoft could not meet deadlines such that we could submit the new CSA prior to expiration. The new CSA term will be three years, to begin the day that Microsoft accepts the CSA.

**Specific Type of Contract:** Campus and School Agreement



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**Purpose:** The purpose of the CSA is to allow UMMC to enroll with Microsoft as an educational institution, which in turn will allow UMMC to purchase volume license, such that we can purchase various Microsoft products/services in an amount to cover use by faculty/staff and students, the number of which is provided to Microsoft through the Enrollment form. Microsoft has structured their CSA, to allow enrolled educational institutions to purchase Microsoft products/services as needed during the term of their enrollment. Each order will be made part of this CSA.

**Scope of Work:** Under the agreement, Microsoft will supply products/services as so ordered by UMMC. At this time, UMMC will purchase a variety of Microsoft products to be included, but not limited to the following:

- Microsoft software including Advanced Threat Analytics, Cal Suites, etc.
- Microsoft identity manager;
- Office applications including Office Desktop Applications;
- Office servers including Exchange Servers, Project Servers, etc.;
- System center products;
- Windows Desktop Operation System;
- Online services including Microsoft Azure, Cloud App Security, etc.; and
- Office 365 services, including Office 365 Applications, Advance Security Management, etc.

UMMC may order additional products/services offered by Microsoft to entities that enter into a CSA, on an as needed basis during the term of the CSA. As such, UMMC is requesting permission and spend authority that will allow UMMC to add to our Microsoft products/services on an as needed basis.

**Term of Contract:** The term of the agreement is 36 months. The effective date will be the date the CSA is signed by Microsoft or on the effective date indicated on the Educational Enrollment form, whichever is earlier.

**Termination Options:** The agreement may be terminated for the following:

- by either par Termination without cause - Either party may terminate this agreement without cause upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this agreement.
- Termination for cause - Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating

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party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Institution within a reasonable period of time, Microsoft may terminate this agreement and all Enrollments under it. If Institution terminates an Enrollment as a result of a breach by Microsoft, then Institution will have the early termination rights described in the Enrollment.

- Modification or termination of an Online Service for regulatory reasons - Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.

**Contract Amount:** The cost of the agreement over the three (3) year term is \$3,277,627.09. This includes the cost of the items to be purchased at the time the agreement is executed and an additional 20% to cover the cost of any other products/services that UMMC elects to purchase during the term of the CSA.

**Funding Source of Contract:** The agreement will be funded by both general funds and patient revenues.

**Contractor Selection Process:** Microsoft is an approved vendor contracted with Vizient, one of UMMC's group purchasing organizations (GPO) pursuant to Miss. Code Ann. §31-713.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

**14. UMMC – REQUEST FOR APPROVAL TO ENTER A SERVICES AGREEMENT WITH MORRISON MANAGEMENT SPECIALIST, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an Agreement with **Morrison Management Specialists, Inc.** to operate a Copper Spoon coffee shop for light food and beverage services in the new School of Medicine building. The profit and loss agreement will allow UMMC to bear the responsibility and benefit of the success of the retail location.

**Contractor's Legal Name:** Morrison Management Specialists, Inc. (Morrison)

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**History of Contract:** This is a new agreement that will allow UMMC to offer light food and beverage service for its new School of Medicine building, scheduled to open in August 2017. Morrison's internal brand offering of the Copper Spoon does not require franchise or commission fees.

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

**Purpose:** The purpose of this agreement is for Morrison to operate a Copper Spoon coffee shop for light food and beverage services in the new School of Medicine building. The profit and loss agreement will allow UMMC to bear the responsibility and benefit of the success of the retail location.

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

- Staff all management and hourly employee positions needed for the provision of services;
- Purchase food and other supplies necessary for the provision of services;
- Adhere to quality standards of food;
- Operate the Copper Spoon coffee shop;
- Perform daily cleaning behind the serving line areas of the Copper Spoon;
- Collect all sales revenue and provide a credit towards operation expenses;
- Issue payment to UMMC each month that the credit exceeds any charges due to Morrison;
- Make an investment of \$175,000 in renovations, capital equipment, and improvements for the Copper Spoon;
- Collect and be responsible for sales taxes imposed upon sales from the Copper Spoon; and
- Procure the business licenses required for operation of the Copper Spoon.

UMMC will provide:

- Telephone, high-speed internet, utilities, grease removal, pest control, and trash removal;
- Maintenance, repairs, and equipment replacement;
- A facility that is equipped, furnished, and in good, clean, sanitary, working condition;
- Cleaning of all areas outside of the serving line area of the Copper Spoon; and
- Adequate fire extinguishing equipment for the facilities.

**Term of Contract:** The total contract term is four (4) years from July 1, 2017, through June 30, 2021, which is coterminous with UMMC's agreement for hospital patient and retail food and nutrition services.

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

- At any time by mutual written agreement;

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- By either party without cause upon 120 days' written notice;
- By Morrison upon 16 days' notice if UMMC fails to pay any amounts due timely;
- By either party for the other party's failure to perform any duty or obligation under this agreement upon 60 days' written notice;
- In the event of UMMC's nonavailability of funds;
- Failure by Morrison to comply with the federal E-Verify Program; and
- By Morrison up on 60 days' written notice if Morrison notifies UMMC of the need to adjust the personnel rates, and the parties cannot agree to the new rate.

**Contract Amount:** The total expenses under the Agreement for the four (4) year term are not expected to exceed \$400,000. Under the Agreement, UMMC shall pay Morrison an annual management fee of \$32,498, payable monthly. Morrison will collect all sales revenue and provide a credit towards expenses incurred in operation of the Copper Spoon, including personnel and management fee, the cost of food, supplies and other direct expenses. Morrison will apply the sales revenue collected towards any expenses due on a monthly basis. If the credit exceeds the expenses due, Morrison will issue payment to UMMC for the profit. If the monthly profit exceeds \$1,000, Morrison and UMMC will split the overage equally. Thus, UMMC does not expect to issue direct payment for the total operation expenses, as they will be paid through credits from the collected sales revenue.

**Funding Source of Contract:** The current agreement will be funded by profits generated by the Copper Spoon coffee shop and/or general funds.

**Contractor Selection Process:** Morrison is UMMC's contracted vendor for hospital patient and retail food and nutrition services. It also is a vendor contracted with MedAssets, one of UMMC's group purchasing organizations (GPO).

**Non-Solicitation Provision:** The proposed contract contains the following Non-Solicitation Provision:

5.1 Restriction. The parties agree that at no time during the term of this Agreement or for a period of one (1) year immediately following the termination or expiration of this Agreement for any reason (the "Period of Restriction"), shall they, or their respective agents or representatives attempt to recruit, employ, or use the services of, directly or indirectly, any salaried (exempt) employee of the other party without the other party's prior written consent.

5.2 Exception to Restriction. The restrictions set forth in this Article 5 shall not apply to an employee of a party who has ceased working for that party for more than one (1) year at the time he or she is hired by the other party.

UMMC tried to negotiate the deletion of the non-solicitation clause in its entirety; however, Morrison refused and UMMC was able to negotiate the language above. This language limits the non-solicitation to management personnel. The market for qualified and dependable

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management staff is highly competitive, especially in the food industry. Morrison stated the time and cost incurred in recruiting and vetting qualified individuals was the reason why it would not delete the section in its entirety. The section applies mutually to both parties, which serves to protect UMMC from having its employees recruited away by the vendor.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement was reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

**15. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH NXSTAGE MEDICAL, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a letter of agreement with **NxStage Medical, Inc.** for the purchase of hemodialysis solutions used in continuous renal replacement therapy (CRRT). CRRT is a type of hemodialysis that is provided in an inpatient (intensive) care setting. In CRRT, dialysis is provided on a continual basis, for an extended period of time. These solutions are different in composition than those used in an outpatient setting or for intermittent dialysis.

**Contractor's Legal Name:** NxStage Medical, Inc. (NxStage)

**History of Contract:** On June 19, 2014, the IHL Board of Trustees approved a three (3) year agreement with NxStage for the purchase of hemodialysis solutions used in CRRT. In April 2017, UMMC publicly advertised an Invitation for Bid (IFB) for the purchase of hemodialysis solutions. UMMC received bids from two (2) vendors, Baxter Healthcare Corporation and NxStage. Under the IFB, UMMC had the option to award the bid to multiple vendors that met the specifications outlined in the bid documents, and UMMC has elected to award the bid to both responding vendors.

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

**Purpose:** The Agreement will allow UMMC to purchase needed solutions for patients receiving CRRT. CRRT is a type of hemodialysis that is provided in an inpatient (intensive) care setting. In CRRT, dialysis is provided on a continual basis, for an extended period of time. These solutions are different in make-up than those used in an outpatient setting or for intermittent dialysis.

**Scope of Work:** NxStage will provide, and UMMC will purchase, hemodialysis solutions to be utilized for CRRT at discounted pricing.

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**Term of Contract:** The term of this agreement shall be three (3) years with the estimated effective date of July 1, 2017, and an expiration date of June 30, 2020.

**Termination Options:** This contract may be terminated for the following reasons:

- By either party upon thirty (30) days prior written notice to the other party;
- In the event UMMC fails to make any payments when due;
- In the event there are no funds available; and
- Failure by NxStage to comply with the federal E-Verify Program.

**Contract Amount:** The estimated cost of this agreement is \$1,530,237.75 over the three (3) year term, as broken down below. UMMC has calculated the total potential cost based on historical purchases of hemodialysis solutions and included a seven percent (7%) annual increase beginning in Year 2 for potential patient volume increases.

	Total Cost
Year 1	\$475,839.75
Year 2*	\$509,292.00
Year 3	\$545,106.00
Total	\$1,530,237.75

*\*Beginning in Year 2, the volume is compounded annually by seven percent (7%) to account for patient volume increases.*

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

**Contractor Selection Process:** UMMC sought bids through a public Invitation for Bid (IFB) under IFB number 7018 for the purchase of hemodialysis solutions. UMMC received bids from two (2) vendors, Baxter and NxStage. Under the IFB, UMMC had the option to award the bid to multiple vendors that met the specifications outlined in the bid documents, and UMMC has elected to award the bid to both responding vendors.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement was reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

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**16. UMMC- REQUEST FOR APPROVAL TO ENTER INTO GROUNDS MAINTENANCE SERVICES AGREEMENT WITH ROTOLO CONSULTANTS, INC.**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a five (5) year contract with **Rotolo Consultants, Inc. (RCI)** to provide grounds maintenance services.

**Contractor's Legal Name: Rotolo Consultants, Inc.**

**History of Contract:** The Board originally approved a contract with RCI in June of 2004. That contract was for an initial term of two (2) years, with an option to renew for up to three (3) years. In June 2007, the Board approved the extension of the contract through June 2009, with a not to exceed amount of \$2,800,000. In June of 2009, a new contract with RCI was approved by the Board for a three (3) year term at a cost of \$1,230,714.

In June 2012, the Board approved the contract for grounds maintenance services with RCI for a total cost of \$2,214,144.96 over a term of five (5) years including renewals. In September 2013, the Board approved an amendment to that contract to broaden the scope of work to accommodate completion of a new campus entrance and roadway intersecting Lakeland Drive. The total cost of that amendment was \$80, 271.40, bringing the total amended contract cost to \$2,294,416.36.

In May 2017, UMMC issued Request for Proposal (RFP) Number 1242 for Grounds Maintenance Services. Three vendors responded to the RFP. RCI was selected as the vendor with the best proposal based on the pricing provided and their responses to the specifications indicating an ability to meet or exceed the requirements to provide grounds maintenance services. Therefore, UMMC elected to contract with RCI.

**Specific Type of Contract:** This is a new service contract with RCI for grounds maintenance services on UMMC's main campus.

**Purpose:** The purpose of this contract is to provide appropriate grounds maintenance and landscaping services for UMMC's main campus.

**Scope of Work:** RCI will provide UMMC with the following maintenance services, which will include but, not be limited to:

- Grass and brush cutting;
- Edging, trimming, pruning and fertilizing, including ryegrass overseeding;
- Sidewalk and street blowing;
- Shrub and flowerbed care;
- Planting of replacement trees and shrubs;
- Planting of annual color in the form of flowers, plants and/or shrubs twice yearly;

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- Assisting UMMC staff in the monitoring of all landscape areas for proper irrigation;
- Watering of non-irrigated areas;
- Filling of ruts, holes and sink depressions in public lawn areas;
- Insect, disease and weed control, soil sampling;
- Pick-up and proper disposal of trash/debris throughout the service area to include lawn storm grates and ditches, and sidewalk culverts;
- Six (6) full time staff members on site throughout the year to include a full time project manager and Mississippi licensed chemical applicator;
- A working office on site;
- Equipment, chemicals, supplies, labor to perform services;
- Stone replacement and silt removal as needed in specific storm drain ditches;
- Weekly quality control inspections; and
- Corrective action as needed.

UMMC provides for the following services:

- UMMC will provide a site for Contractor's working office on campus;
- UMMC will be responsible for irrigation and watering of lawn areas and garden beds where sprinkler systems are installed, as well as maintenance for the same; and
- Replacement trees, shrubs, and other plantings, and mulch will be provided by UMMC, as necessary.

**Term of Contract:** The term of this contract is for five (5) years beginning on or about July 1, 2017 and ending June 30, 2022.

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

- By either party for any reason upon thirty (30) days written notice;
- In the event of any reduction in available funds to UMMC, the contract may be terminated without penalty to UMMC; or
- By UMMC the event RCI fails to comply with the requirement of the Federal E-Verify program.

**Contract Amount:** The cost of the contract is \$2,376,000 for the five (5) year term. UMMC will be invoiced on a monthly basis in the amount of \$39,000 for the first twenty-four (24) months of the agreement and \$40,000 per month for the following thirty-six (36) months. The annual cost for these services is provided in the table below:



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Year 1	\$ 468,000
Year 2	\$ 468,000
Year 3	\$ 480,000
Year 4	\$ 480,000
Year 5	\$ 480,000
<b>Total</b>	<b>\$2,376,000</b>

**Funding Source for Contract:** The contract will be funded by General Funds.

**Contractor Selection Process:** RFP 1242 for Grounds Maintenance Service was issued in May 2017. Three vendors responded to the RFP. A breakdown of each vendor's price is provided below:

Follin Landscape	\$2,154,960
RCI	\$2,376,000
Southern Roots Landscape	\$3,191,880

Follin Landscape provided the lowest cost for services however, their responses to the specifications did not indicate that they had the experience of maintaining the grounds of institutions that are of similar size and complexity as UMMC. RCI's response to the RFP indicated experience with facilities of similar and larger size and complexity as UMMC (Ochsner Health System, City of Memphis, Madison County). Also in its response to the specifications, Follin failed to provide required licenses and certifications necessary to perform this type of work – (i.e., chemical applicator license, commercial herbicide license, Commercial Pest and Weeds Category 3 certification). RCI provided required licenses and certifications to include actual copies of those licenses and certifications. Further, Follin did not provide a detailed schedule of service and staffing plan and equipment list as required of the specifications. RCI provided a detailed schedule of service and staffing plan, as well as an equipment list that identified the type of equipment to be used that was in accordance with the specifications. The failure of Follin to adequately respond to the specifications coupled with RCI providing responses that exceeded the specifications, resulted in Follin having a total score that was lower than RCI. Based on this scoring, RCI was selected as the best vendor to provide these services.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property, and Service Contracts*, Board approval is required prior to execution of contracts for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

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**17. UMMC – REQUEST FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH SPRINGER CUSTOMER SERVICE CENTER**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Springer Customer Service Center (Springer)**. Under the agreement the Rowland Medical Library at UMMC will be able to access journals, books, databases, etc. These materials can be utilized by UMMC faculty, staff, and students. Additionally, in accordance with IHL Board Policy 707.03 Approval of Prepayment for Goods or Services, UMMC requests permission to prepay the service on an annual basis. Finally, due to lengthy negotiations between Springer and Lyrasis delaying presentation of the Execution of License Agreements to the university licensees, UMMC is seeking retroactive approval for a contract start date of January 1, 2017.

**Contractor's Legal Name:** Springer Customer Service Center

**History of Contract:** The attached agreement was negotiated between the publisher Springer Customer Service Center and the consortium Lyrasis on behalf of 144 libraries across the country. The agreement is very similar to a prior agreement between Springer and Lyrasis to which UMMC was a party beginning in January 2014. That prior agreement did not require a signature from UMMC. This is the first time UMMC is seeking approval of an executed agreement with the publisher Springer Customer Service Center.

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

**Purpose:** The purpose of the agreement is to license access to the Springer Nature Optimum collection of journals, to Springer Research Group journals, and a selected list of Nature Research Group journals titles used for educational and research purposes, and to control the rate of inflation on the cost of these subscriptions. Pursuant to the agreement, UMMC can add to the Springer products they access on an as needed basis.

**Scope of Work:** Under the contract Springer will provide access to various journals, books, database, etc. UMMC will pay annually for the access.

**Term of Contract:** The term of this agreement shall begin January 1, 2017 and continue through December 31, 2021.

**Termination Options:** The termination options are as follows:

- UMMC, as a licensee, may opt out of the License Agreement due to material financial hardship by giving Springer written notice of termination (including the reasons for opting-out) three months prior to the end of any year of the term, effective as of the end of the current year of the term;

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- If UMMC breaches its obligations under the Text and Data Mining License, Springer may terminate the Text and Data Mining License only or the License Agreement;
- Either UMMC or Springer may terminate the License Agreement immediately upon written notice to the other party if the other party materially breaches the License Agreement and fails to cure such breach within thirty (30) days after written notice from the nonbreaching party;
- Either UMMC or Springer may terminate the License Agreement immediately upon written notice to the other party if the other party initiates bankruptcy proceedings or ceases to pay its debts on a regular basis.

**Contract Amount:** The cost of the agreement is estimated to be \$2,385,999.84. This includes the annual cost for products UMMC is currently accessing, as broken down in the table below, plus an additional 20% to cover any additional materials UMMC may order through Springer during the term of the agreement and to account for a maximum 4% annual inflation.

<b>Product</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>Total</b>
2017 Optimum Collection	\$318,008.24	\$330,728.57	\$343,957.71	\$357,716.02	\$370,024.66	\$1,720,435.20
Nature Branded Titles	\$49,451.00	\$51,486.00	\$53,486.00	\$55,625.00	\$57,850.00	\$267,898.00
Subtotal						\$1,988,333.20
Additional Materials*						\$397,666.64
<b>Total</b>						<b>\$2,385,999.84</b>

**Funding Source for Contract:** The contract will be paid for using general funds.

**Contractor Selection Process:** The contractor was selected because Springer Customer Service Center is a proprietary provider of the content. No other vendor offers the content.

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. Based on Board Policy 707.03, *Approval of Prepayment for Goods and Services*, Board approval of a prepayment/waiver is required at the same time permission is sought from the Board under Board Policy 707.01. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

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**18. UMMC – REQUESTS FOR APPROVAL TO ENTER INTO AN AGREEMENT WITH STERICYCLE, INC. (SHARPS)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Service Agreement with **Stericycle, Inc.** for sharps disposal management services at UMMC locations. In addition, UMMC requests approval to add and/or remove locations specified in the Agreement without seeking prior Board approval when adequate funds are available.

**Contractor's Legal Name:** Stericycle, Inc. (SRCL)

**History of Contract:** This is a new contract. UMMC has not previously contracted for Sharps Disposal Management services. To date, UMMC has managed the sharps waste directly – UMMC purchased and installed sharps containers, and UMMC staff emptied containers into the general medical waste containers. Under the proposed Agreement, SRCL will be responsible for providing and installing sharps containers, picking up the containers on a regular or as needed basis (depending on location), and disposing of the sharps waste for UMMC.

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

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

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

- Transport, treat, and dispose of all sharps waste generated by UMMC;
- Provide, install, and collect reusable sharps waste containers at desired UMMC locations;
- Grant a license for UMMC to use SRCL's sharps containers for the services;
- Supply all special function items, including funnel tops, traps, and floor dollies.

**Term of Contract:** The term of the contract is four (4) years, from July 1, 2017, through June 30, 2021.

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

- After the initial two (2) years, by UMMC for any reason upon sixty (60) days' prior written notice;
- In the event funds are not available;
- By UMMC upon sixty (60) days' notice if SRCL adjusts pricing due to operational changes and UMMC does not agree with the new amount;
- By either party in the event the other breaches a material term of the Agreement and fails to cure the breach within an agreed upon time frame;
- By SRCL if UMMC breaches its representation and warranty that it is the medical waste generator of the sharps waste and is not acting through a broker or agent;
- In the event one or more provisions contained in the Agreement are held invalid, illegal, or unenforceable, and the removal of that provision or provisions shall impair the rights or increase the obligations of either party;
- Immediately upon SRCL's ineligibility to participate in any federal or state healthcare programs; and
- Failure by SRCL to comply with the federal E-Verify Program.

**Contract Amount:** The estimated cost of the Agreement is \$1,597,500.00 for the four (4) year term. This estimated amount is based upon the following:

- A site survey that was performed to determine the total number of containers necessary for the Sharps Disposal Management services;
- Estimated needs of new UMMC sites such as the new School of Medicine, new Translational Research Center, and other locations that may be later determined;
- Estimated increases in waste driven by increased patient load and increased research; and
- An annual increase not to exceed two and a half percent (2.5%).

**Funding Source of Contract:** This Agreement will be funded by general funds.

**Contractor Selection Process:** SRCL is an approved vendor contracted with Vizient, one of UMMC's group purchasing organizations (GPO) pursuant to Miss. Code Ann. §37-115-31.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

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**19. UMMC – REQUEST FOR APPROVAL TO ENTER INTO A SERVICES AGREEMENT WITH STERICYCLE, INC. (WASTE)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into a Master Service Agreement with **Stericycle, Inc.** for the removal and disposal of regulated medical waste at UMMC locations. In addition, UMMC requests approval to add and/or remove locations specified in the Agreement without seeking prior Board approval when adequate funds are available.

**Contractor's Legal Name:** Stericycle, Inc. (SRCL)

**History of Contract:** On April 19, 2012, the IHL Board of Trustees approved a five (5) year agreement with SRCL for disposal of regulated medical waste, effective May 1, 2012, through April 30, 2017. Since the expiration of the agreement, UMMC has utilized SRCL on a month-to-month purchase order basis.

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

**Purpose:** The purpose of the Agreement is to provide appropriate regulated medical waste removal and disposal services for UMMC locations that produce regulated medical waste. Regulated medical waste includes medical, pathological, and trace chemo waste, but does not include hazardous, toxic, or radioactive waste. Under the Agreement, SRCL provides appropriate waste containers for UMMC staff to utilize. On a regular schedule or as called, depending on the location, SRCL will pick up the waste containers and dispose of the contents appropriately.

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

- Transport, treat, and dispose of all regulated medical waste generated by UMMC;
- Provide and place regulated medical waste containers at desired UMMC locations;
- Provide a refrigerated trailer at UMMC's main campus;
- Provide proper package training once per year; and
- Perform a focus waste stream analysis once per year.

**Term of Contract:** The term of the contract is four (4) years, from July 1, 2017, through June 30, 2021.

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

- By UMMC upon sixty (60) days' notice if SRCL adjusts pricing due to operational changes and UMMC does not agree with the new amount;

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- By SRCL upon sixty (60) days' notice if SRCL is unable to continue performing its obligations under the Agreement due to suspension, revocation, cancellation, or termination of any permit or license required to perform this Agreement, or in the event of a change in law making it impractical or uneconomical to continue performing this Agreement;
- By either party in the event the other breaches a material term of the Agreement and fails to cure the breach within an agreed upon time frame;
- After the initial two (2) years, by UMMC for any reason upon sixty (60) days' prior written notice;
- In the event funds are not available;
- By SRCL if UMMC breaches its representation and warranty that it is the medical waste generator of the regulated medical waste and is not acting through a broker or agent;
- In the event one or more provisions contained in the Agreement are held invalid, illegal, or unenforceable, and the removal of that provision or provisions shall impair the rights or increase the obligations of either party;
- Immediately upon SRCL's ineligibility to participate in any federal or state healthcare programs; and
- Failure by SRCL to comply with the federal E-Verify Program.

**Contract Amount:** The estimated cost of the Agreement is \$871,393.00 for the four (4) year term. This estimated amount is based upon the following:

- Historical waste management costs;
- Estimated needs of new UMMC sites such as the new School of Medicine, new Translational Research Center, and other locations that may be later determined; and
- Estimated increases in regulated medical waste driven by increased patient load and increased research.

**Funding Source of Contract:** This Agreement will be funded by general funds.

**Contractor Selection Process:** SRCL is an approved vendor contracted with Vizient, one of UMMC's group purchasing organizations (GPO) pursuant to Miss. Code Ann. §37-115-31.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

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

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **Terumo BCT, Inc.** for the purchase of disposables used with Terumo's Spectra and Spectra Optia Apheresis Systems.

**Contractor's Legal Name:** **Terumo BCT, Inc. (T-BCT)**

**History of Contract:** UMMC purchased two (2) Spectra Apheresis Systems in approximately 1999. Since then, UMMC purchased the related accessories and disposables on an as-needed basis without a contract. The existing Spectra systems are at the end of useful life, and T-BCT no longer supports the equipment. UMMC has recently purchased two (2) of the current version of the apheresis system, which is the Spectra Optia Apheresis System, to replace the two (2) Spectra it currently owns. UMMC wishes to enter into an agreement for the purchase of disposables used with the old and new equipment.

**Specific Type of Contract:** Quotation with Terms and Conditions and Product Warranties

**Purpose:** The purpose of the agreement is to purchase disposables used with T-BCT's Spectra and Spectra Optia Apheresis Systems. Under the agreement, UMMC will purchase disposables for UMMC's existing two (2) Spectra systems until installation of the two (2) recently purchased Spectra Optia systems has been completed. The Spectra Optia is a therapeutic apheresis, cell processing, and cell collection platform. The system adds, removes, or replaces blood components for patients undergoing treatments such as bone marrow transplant, sickle cell, leukemia, platelet disorders, or some neurological diseases.

**Scope of Work:** Under the agreement, UMMC will purchase disposables used with Terumo's Spectra and Spectra Optia Apheresis Systems. UMMC will purchase disposables for its existing Spectra systems until installation of the new Spectra Optia systems has been completed, at which time it will purchase disposables for the new Spectra Optia systems:

**Term of Contract:** The agreement is for a period of one (1) year, beginning July 1, 2017, and ending June 30, 2018.

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

- By UMMC upon thirty (30) days written notice to T-BCT;
- In the event of a reduction of funds available to UMMC; and
- Failure by T-BCT to comply with the federal e-Verify program.



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**Contract Amount:** The total estimated cost of the Agreement over one (1) year is \$410,000.00, including freight; Freight for the disposables used with Terumo's Spectra and Spectra Optia Apheresis Systems averages \$6.50 per box.

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

**Contractor Selection Process:** The Spectra and Spectra Optia Apheresis System disposables are solely manufactured by T-BCT and unavailable from any other manufacturer. In January 2017, UMMC advertised its intent to purchase the commodities as sole source in accordance with DFA regulations and received no objection.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approval by the Attorney General's Office is pending receipt from UMMC of a copy of P-1 certification of sole source from the DFA. Board staff approval of this item contingent upon Attorney General's receipt of the requested documentation.*

**21. USM- REQUEST FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH AQUA GREEN, LLC**

**Agenda Item Request:** The University of Southern Mississippi (USM or Lessee) is requesting the IHL Board approve a lease for research space from **Aqua Green, LLC (Aqua Green or Lessor)**. USM's request is to lease 23,000 square feet of research space and share common space and storage at the Aqua Green facility at a cost of \$60,000 per month beginning August 1, 2017 and terminating on July 31, 2018. USM can terminate the lease upon thirty (30) days written notice which provides an avenue for purchase when U.S. Treasury funds are received. This Lease, which is only for a portion of the Aqua Green land, buildings and equipment, is being funded with USM General Funds. However, the parties are also currently negotiating a purchase agreement which will be contingent upon the receipt of funding from the U.S. Treasury grant under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (*RESTORE Act*). The purchase agreement will be for approximately forty-one (41) acres of Aqua Green property plus additional buildings. This purchase will be for the entire facility that was the subject of the prior Research Agreements between the parties.

The need for this lease is to continue producing oyster larvae for state restoration purposes while conducting research necessary for the effective scale-up from producing 18 million larvae a month to 10 billion larvae per year. The previous research agreement with Aqua Green confirmed the viability of producing eastern oyster larvae in artificial seawater using methods and procedures for small-scale production. To meet the goal of producing 10 billion eyed larvae per year, research on effective scale-up should continue while awaiting the U.S.

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Treasury approval of Governor Bryant's funding request. Oyster larvae produced at the facility will be available to continue restoration efforts as outlined in the Oyster Restoration and Resiliency Plan and as part of Mississippi's Deepwater Horizon Restoration projects. Governor Bryant announced plans to provide RESTORE funding for purchase of the Aqua Green facility for USM research and academic activities in November 2016. The University of Southern Mississippi is working closely with the Mississippi Department of Environmental Quality to supply the U. S. Treasury with materials and paperwork needed for awarding the grant.

**Contractor's Legal Name: Aqua Green, LLC**

**History of Contract:** There has been a previous research service agreement between USM and Aqua Green which was approved by the IHL Board. The original Outside Research Agreement commenced on August 1, 2015 and expired January 31, 2016. The renewal of the original Agreement was approved by the Commissioner and extended the term from February 1, 2016 until July 31, 2016. The second renewal of the original Agreement was approved by the Commissioner and commenced on August 1, 2016 and expired January 31, 2017. The third renewal of the original Agreement was approved by the Commissioner, commenced on February 1, 2017, and will expire July 31, 2017. These renewals by the Commissioner were in accordance with IHL Board Policy 707.01

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

**Purpose:** The purpose of the contract is to lease 23,000 square feet with additional shared common space, storage and equipment for research relating to algae and oyster culture for scale-up to mass production.

**Scope of Work:** The agreement is to lease 23,000 square feet of space. Lessor agrees to provide: electricity, gas, water, sewer and all other public utilities of every nature, excluding internet. Additionally, the Lessor will be responsible for facility maintenance including landscaping, irrigation, road maintenance and any building and equipment maintenance for equipment owned by the Lessor. The Lessor will handle janitorial services for leased space and common space and will provide restroom supplies. The Lessor will maintain "all risk" property and casualty insurance covering the Lessor's equipment, the leased premises and the project property for full replacement cost. Lessee agrees to provide internet service and repair of equipment owned by the Lessee. USM staff will occupy the leased space to perform research for optimizing culture of oysters in high density systems to achieve the production of 10 billion larvae a year. Research areas of focus include system design, water quality and nutrition requirements critical for the effective scale-up of the current oyster production. The state recognized the need for an oyster hatchery to supply oyster larvae for restoration and farming purposes and the Governor's Council on Restoration and Resiliency cited Aqua Green as a location that could serve as a hatchery for producing oyster larvae. The Governor's Oyster Council, in their June 2015 Final Report, also recommends Aqua

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Green as the primary hatchery for performing this experiment of producing the oyster larvae. A pilot test at Aqua Green showed the feasibility of producing oyster larvae in recirculating aquaculture systems and the Aqua Green hatchery has been producing oyster larvae to supply the Mississippi Department of Marine Resources for restoration purposes. Governor Bryant announced that RESTORE funds would be obligated for the purchase of Aqua Green for USM research and academics. The funds will not be awarded by the U. S. Treasury before the end of the research service agreement with Aqua Green on July 31, 2017. If USM were to stop producing oyster larvae on July 31, 2017, USM would lapse in its obligation to the state of Mississippi to supply oysters for restoration. Additionally, stopping production on July 31, 2017 would require a demobilization of equipment, staff, operating supplies and disassembly of systems at the facility. This would then require a mobilization after purchase incurring more cost and lag time before oyster larvae were being produced. The lease of the research premises will allow USM to continue to produce oysters for state restoration efforts and perform critical research without incurring the extra expense and time associated with demobilization and re-mobilization from stopping production.

**Term of Contract:** The term of the Agreement is for one (1) year, from August 1, 2017, through July 31, 2018.

**Termination Options:** Lessee shall have the right to terminate this Lease at any time, without cause, upon thirty (30) days written notice thereof to Lessor. Lessee can terminate the lease because of destruction of the premises because of fire and other acts of God. Lessor may terminate the lease because of default by Lessee after notice and Lessee may terminate upon default by Lessor. Lessee may terminate based on a taking by Eminent Domain. Lessee also may terminate because of failure of Lessor to comply with E-verify.

**Contract Amount:** \$60,000 per month totaling \$720,000 through July 31, 2018.

**Funding Source for Contract:** This lease will be funded through General Funds.

**Contractor Selection Process:** Aqua Green, LLC was selected for the lease based on the previous research services agreement to produce oyster larvae at the facility and the announcement by Governor Bryant to provide RESTORE funding for the purchase of this facility for USM research and Academic activities in November of 2016. The Governor's Oyster Council, in their June 2015 Final Report, also recommends Aqua Green as the primary hatchery for producing the oyster larvae. This lease provides a method to continue research and production of oyster larvae for state restoration projects until the U. S. Treasury awards the funds for the purchase of the facility.

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property, and Service Contracts, Board approval is required prior to execution of contracts for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. This agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

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**22. USM-REQUEST FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT  
WITH USM ATHLETIC FOUNDATION (M-CLUB)**

**Agenda Item Request:** The University of Southern Mississippi (University/Lessor) requests Board approval of a Lease agreement between the University and the University of Southern Mississippi Athletic Foundation (Lessee). The premises involve approximately 3,214 square feet of office space inside the building known as the Jim and Thomas Duff Athletic Center located at 110 Ray Guy Way, Hattiesburg, MS 39406. The premises are currently used as the M-Club Room, where M-Club members (former lettermen) gather during home football games during six days each year, and throughout the remainder of the year, the space is used intermittently by various athletic teams as a meeting, recreation, and nutrition area. During the term of the Lease, Lessee shall renovate the M-Club Room in accordance with plans and specifications as approved by the University.

**Contractor's Legal Name:** University of Southern Mississippi Athletic Foundation, Inc.

**History of Contract:** This is a new lease

**Specific Type of Contract:** Lease agreement

**Purpose:** The purpose of the Lease is to provide the Lessee the right to utilize the spaces as needed, including the right to make renovations to the existing M-Club kitchen and food service area, nutrition center, the carpet, the wall coverings, graphics, electronics and other areas necessary to bring the M-Club Room up to a fully renovated space. In addition, upon prior written consent of the Lessor, the Lease will provide the Lessee with the right to sublease the space to a Third Party, which will also use the space as a meeting, recreation, and nutrition area. All construction of the Facilities by Lessee shall be in accordance with plans and specifications as approved by the University.

**Scope of Work:** The scope of the Lease is to provide the rights requisite to the Lessee to provide improvements to the premises as needed during the term listed herein, including the right to sublease the area to a Third Party. The Lessee's scope of work shall be the renovation of the M-Club in accordance with plans and specifications as approved by the University.

**Term of Contract:** The total term is for 3 years. The term of the Lease will be from July 1, 2017, and continuing through June 30, 2020, unless sooner terminated under the terms of Article XI of the Lease.

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**Termination Options:** If Lessee defaults in the performance of any of the covenants, conditions, agreements or undertakings to be kept and observed by Lessee and such default continues for thirty days, or if Lessee should vacate or abandon the leased Premises, the Lessor may exercise any rights or remedies it may have at law or in equity, including the termination of the Lease. Also, since the Lease is contingent upon Lessee beginning renovation of the Facilities within a reasonable time frame, if the Lessee has not begun construction of the Facilities in accordance with plans and specifications approved by the Lessor's Physical Plant Department by the last day of December 2017, the Lease will be terminated.

**Contract Amount:** The contract amount shall be \$1.00 cash in hand.

**Funding Source for Contract:** Funding will come from the Lessee's private funds and from revenue generated by the sublease of the M-Club Room with the Third Party.

**Contractor Selection Process:** N/A

**Staff Recommendation:** *Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement was reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.*

**23. USM- REQUEST FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT WITH USM ATHLETIC FOUNDATION (VOLLEYBALL)**

**Agenda Item Request:** The University of Southern Mississippi requests Board approval of a Lease agreement between the University and the University of Southern Mississippi Athletic Foundation. The premises involve approximately 30,000 square feet of the land known as the Payne Center parking lot located at 101 MK Turk Circle, Hattiesburg, MS 39406. During the term of the Lease, Lessee shall construct a new Volleyball Facility in accordance with plans and specifications as approved by the University.

**Contractor's Legal Name:** University of Southern Mississippi Athletic Foundation, Inc.

**History of Contract:** This is a new lease

**Specific type of contract:** Lease agreement

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**Purpose:** The purpose of the Lease is to provide the Lessee the right to utilize the spaces as needed, including the right to construct a new Volleyball Facility and/or other athletics related space. All construction of the Facility by Lessee shall be in accordance with plans and specifications as approved by the University.

**Scope of Work:** The scope of the Lease is to provide the rights requisite to the Lessee to provide improvements to the premises as needed during the term listed herein. The Lessee's scope of work shall be the new Volleyball Facility in accordance with plans and specifications as approved by the University.

**Term of Contract:** The total term is for 2 years, 1 month. The term of the Lease will be from July 1, 2017, and continuing through the earlier of (a) the 31<sup>st</sup> day of July, 2019, or (b) the date which is thirty (30) days subsequent to the completion and acceptance of the completed facility (as defined in Article III of the contract), unless sooner terminated under the terms of Article XV of the contract.

**Termination Options:** If Lessee defaults in the performance of any of the covenants, conditions, agreements or undertakings to be kept and observed by Lessee and such default continues for thirty days, or if Lessee should vacate or abandon the leased Premises, the Lessor may exercise any rights or remedies it may have at law or in equity, including the termination of the Lease. Also, since the Lease is contingent upon Lessee beginning renovation of the Facilities within a reasonable time frame, if the Lessee has not begun construction of the Facilities in accordance with plans and specifications approved by the Lessor's Physical Plant Department by the last day of March 2019, the Lease will be terminated. Either Lessor or Lessee may terminate this Lease by written notice to the other party if the parties cannot agree on a boundary survey and legal description of the leased Premises within ninety (90) days from the effective date of the Lease. Said survey and legal description shall, upon agreement by the parties, be substituted as Exhibit "A".

**Contract Amount:** The contract amount shall be \$1.00 cash in hand.

**Funding Source for Contract:** Funding will come from the Lessee's private funds.

**Contractor Selection Process:** N/A

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of

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*more than \$250,000.* The agreement was reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

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

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

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

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

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

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

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



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

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

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

*Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Board approval prior to the execution of a contract for the sale of real property is required for all land sales, regardless of the sale price. Prior Board approval is required for the execution of all leases, easements, oil and mineral leases, and timber sales. Request for approval of land contracts shall include property descriptions, terms of purchase, lease, or sale and intended use of the property. An institution acquiring or disposing of real property shall receive two independent appraisals. The purchase price of property to be acquired shall not exceed the average of the two appraisals. The sale price of real property shall be no less than the average of the two appraisals.*

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

**IHL PROJECTS .....**

**1. UM – IHL 207-436 – Kinard Water Treatment Plant Replacement**

**Project Request:** The University of Mississippi requests approval to initiate a project, Kinard Water Treatment Plant Replacement, and to appoint Engineering Solutions, Inc. as the design professional.

**Proposed Design Professional:** Engineering Solutions, Inc.

**Selection Method:** The project budget is not anticipated to exceed \$3M so the university is not required to use the RFQ method for the selection of the design professional.

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**Purpose:** This University of Mississippi is seeking to initiate the project and appoint the design professional to allow for the replacement of the existing, but out of service, Water Treatment Plant #2 equipment, which has significantly outlived its design cycle.

**History:** The water treatment plant equipment has been modified and/or repaired several times but currently has significant leaking in the clearwell, aging high service pumps, and aging chemical feed systems and controls. Additionally, the aerator is badly worn and the chemical feed lines are a constant maintenance problem. Finally, because the equipment is a constant maintenance problem, the University of Mississippi has chosen to stop operating the plant until replacement equipment can be installed.

**Project Scope:** The project consists of removing the existing treatment plant equipment and replacing it with new 1000 gallons-per-minute capacity treatment equipment consisting of a new cast-in-place concrete clearwell, a new aerator, a new chemical feed system for chlorine, pH adjustment and fluoride. The project will also install new high service pumps and will tie the new equipment into the existing SCADA control system.

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

**Project Initiation Date:** June 15, 2017

**Date of Original Construction:** 1960 – Original Equipment Installation

**Date of Last Renovation:** 2005 – Last Equipment Installation

**Proposed Project Budget:**

	<u><i>Estimated</i></u>
Construction Cost:	\$ 790,000.00
Architectural and Engineering Fees:	76,000.00
Misc. Project Costs:	45,000.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>189,000.00</u>
<b>Total Project Budget</b>	<b>\$ 1,100,000.00</b>

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**Funding Source(s):** Internal R&R (\$1,100,000)

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

**2. UMMC – IHL 209-559 – School of Population Health**

**Project Request:** The University of Mississippi Medical Center requests approval to initiate a project, School of Population Health, and to appoint Foil Wyatt Architects as the design professional.

**Proposed Design Professional:** Foil Wyatt Architects

**Selection Method:** The project budget exceeds \$3M so the university used the RFQ method for the selection of the design professional.

**Purpose:** This University of Mississippi Medical Center is seeking to initiate the project and appoint the design professional to allow the university to provide additional space for the new School of Population Health.

**Project Scope:** This project will provide support space for Health Economics, Population Health Sciences, Preventive Medicine and Data Science; all of which are part of the new School of Population Health. It will build-out the 2nd floor shell space and ½ of the 5th floor shell space located in the Translational Research Center which is currently under construction. The build-out will include new HVAC, electrical and communication systems that will support the new school.

The University of Mississippi Medical Center 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 15, 2017

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

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

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**Proposed Project Budget:**

	<i>Estimated</i>
Construction Cost:	\$ 3,466,950.00
Architectural and Engineering Fees:	222,650.00
Misc. Project Costs:	760,000.00
Furniture & Equipment Costs:	0.00
Contingency:	<u>550,000.00</u>
<b>Total Project Budget</b>	<b>\$ 5,000,000.00</b>

**Funding Source(s):** UMMC SSA –Building Improvement Funds (\$5,000,000)

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

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

**IHL PROJECTS .....**

**3. MSU – IHL 213-142 – NWARC Roof Replacement**

**Project Request:** Mississippi State University requests approval to increase the budget for the National Warmwater Aquaculture Research Center (NWARC) Roof Replacement project. The budget will increase from \$1,600,000.00 to \$2,000,000.00, for an increase of \$400,000.00. In addition, Mississippi State University requests approval to modify the funding source for the project to include \$1,000,000 in state bond funds and \$1,000,000 of MSU DAFVM Designated Funds. MSU also requests to change the project number to GS #113-145 to reflect a Bureau of Building project since the project now has 50% state bond funds in the project.

**Project Phase:** Design Phase

**Design Professional:** Pryor & Morrow

**General Contractor:** TBD

**Purpose/Justification:** The estimated cost of the project has escalated to a point that additional funds are required to complete the project.

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**History:** The project was initiated as IHL #213-142 for \$1,600,000. The budget is being increased to \$2,000,000 with \$1,000,000 coming from Section 1 of HB 1729, Laws of 2016. The University will keep an additional \$1,000,000 of DAFVM Designated funds in the project as well to allow for the budget to increase to \$2,000,000. Since 50% of the funds are state bond funds in the project now this project will now be managed by the Bureau of Building.

**Project Scope:** The project will replace the roof material and provide new waterproofing at the parapet walls

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

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

**Project Budget:**

	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Amount (+/-)</b>
Construction Costs	\$ 1,400,000.00	\$ 1,600,000.00	\$ 200,000.00
Architectural and Engineering Fees	\$ 100,000.00	\$ 150,000.00	\$ 50,000.00
Miscellaneous Project Costs	\$ 3,000.00	\$ 50,000.00	\$ 47,000.00
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 97,000.00	\$ 200,000.00	\$ 103,000.00
<b>Total Project Budget</b>	<b>\$ 1,600,000.00</b>	<b>\$ 2,000,000.00</b>	<b>\$ 400,000.00</b>

**Proposed Funding Source(s):** HB 1729, Laws of 2016 (\$1,000,000.00); MSU DAFVM Designated Funds (\$1,000,000)

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

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**4. UM – IHL 207-411 – Oxford-University Stadium (Swayze Field) – Additions & Renovations**

**Project Request:** The University of Mississippi requests approval to increase the budget for the Oxford-University Stadium (Swayze Field) –Additions & Renovations project. The budget will increase from \$18,975,750.00 to \$19,844,146.00, for an increase of \$868,396.00.

**Project Phase:** Construction Phase

**Design Professional:** Cooke Douglass Farr Lemons, Architects & Engineers, P.A.

**General Contractor:** Century Construction and Realty, Inc.

**Purpose/Justification:** This budget increase is intended to compensate for unforeseen utilities and utility design changes in Phase I and to fund an expanded technology and fitness equipment scope for the completed building in Phase II.

**History:** The Board has increased the project budget twice before. The first increase occurred in April of 2016 in the amount of \$4,000,000.00 to fund the scope of the first phase of work. The second increase occurred in November of 2016 in the amount of \$13,975,750.00 to fund the scope of the second phase of work.

**Project Scope:** The project expands current player facilities, establishes two new premium clubs (adding additional seating capacity), and replaces the existing synthetic turf in foul territory. The project will renovate approximately 7,500 square feet of area under the existing stadium. The project will provide new seating behind home plate and transform the existing pitching tunnel into a premium level club, including restrooms and foodservice. The multi-story addition of a new player performance center includes team locker room, team training room, indoor batting cages and pitching tunnel, equipment/laundry room, coaches' locker room, team meeting room, player lounge, pro/alumni locker room, nutrition center, weight training/plyometric, and roof top terrace overlooking the playing field.

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

**Project Initiation Date:** March 16, 2016

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**Project Budget:**

	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Amount (+/-)</b>
Construction Costs	\$ 14,184,675.00	\$ 16,155,681.54	\$ 1,971,006.54
Architectural and Engineering Fees	\$ 976,567.00	\$ 1,122,466.23	\$ 145,899.23
Miscellaneous Project Costs	\$ 489,315.00	\$ 391,487.21	\$ (97,827.79)
Furniture & Equipment Costs	\$ 1,025,000.00	\$ 1,284,656.11	\$ 259,656.11
Contingency	\$ 2,300,193.00	\$ 889,854.91	\$ (1,410,338.09)
<b>Total Project Budget</b>	<b>\$ 18,975,750.00</b>	<b>\$ 19,844,146.00</b>	<b>\$ 868,396.00</b>

**Proposed Funding Source(s):** Self-Generated Athletic Revenues (\$1,344,146.00); External EBC Financing (\$18,500,000)

***Staff Recommendation:*** Board staff recommends approval of this item pending IHL approval of the EBC Financing.

**APPROVAL OF OTHER REAL ESTATE REQUESTS**

**5. UMMC – Approval of Ground Lease/Easement– American Cancer Society (ACS) – Approval of Exterior Design - Hope Lodge**

**Project Request:** The University of Mississippi Medical Center requests approval to enter into a ground lease agreement, which shall include a temporary access easement, with the American Cancer Society (ACS). Under the lease UMMC will provide to ACS 1.5 acres of land located on the west side of North State Street and an easement providing access to said property. ACS will construct on the premises the Hope Lodge. Hope Lodge is a temporary housing facility to be used for cancer patients who are receiving cancer treatments in the Greater Jackson Metropolitan area. In addition, The University of Mississippi Medical Center request approval of the exterior design of the Hope Lodge. (See Renderings on pages 16-17)

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**Purpose:** ASC's Hope Lodge provides living facilities for adult cancer patients and their caregivers. The ACS has thirty-one (31) Hope Lodges in the United States, including ones on the campuses of University of Kentucky at Lexington, University of Tennessee at Memphis, and University of Florida at Gainesville. Based on 2008 national cancer data, Jackson is ranked number one nationally for the estimated number of underserved patients who travel fifty miles or greater to the treatment center. As such, ACS has elected to build a Hope Lodge in the Jackson Metropolitan area.

The function of this facility is similar to that which the Ronald McDonald House provides to our children's hospital patients and families. The ACS's Hope Lodge will be an on-campus facility for use by adult cancer patients and their caregivers during periods of treatment. UMMC and the ACS have been working on the Hope Lodge project for several years. Having such a facility for adult cancer patients and their caregivers will help fulfill our mission of academics, research and community service. The lodging will allow more patients to comply with their treatment and for UMMC to offer more opportunities to participate in clinical trials which will increase our research portfolio.

The ACS has a project budget of approximately \$10,000,000 for the construction of the buildings and funding for operation costs which is their commitment. The ACS funds will be used to pay for the buildings, maintenance, and utilities. All Hope Lodge guests must be 18 years or older, be in active cancer treatment, and permanently reside more than 40 miles or one hour away from their cancer treatment facility. One caregiver must accompany an eligible patient.

**Lease Terms:** The total term of the lease is sixty (60) years to include an initial term of forty (40) years with an option to renew the lease for an additional twenty (20) years. UMMC is seeking approval for the total term. Rent is \$50 per year for a total of \$2000. Additional consideration: availability of free rooms for patients and caregivers that are safer and more convenient than current sites; and community benefit for underserved and disadvantaged patients in the metro area.

ACS will:

- Accept the premises in its "as is" condition.
- ACS agrees, as a condition of this lease, at its sole costs and expense to construct the Hope Lodge structure, consisting of approximately Twenty-Six Thousand Five hundred and Ninety-Eight (26,598) square feet of space in such greater or lesser amounts as determined by UMMC and ACS.
- Additionally, ACS agrees to:



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- pay all costs of site preparation, construction and maintenance of a sheet pile wall and underground detention, grading, required plans, construction, and all costs of obtaining all necessary appraisals, permits, and licenses for construction and operations on the Premises.
- provide for surface parking.
- provide for landscaping and green space buffers, all plans and specifications for which shall be to the satisfaction of UMMC, who shall be given a chance to review the plans/specifications and will not unreasonably withhold approval of same.
- To construct improvements using Class A construction standards in a manner that is esthetically pleasing and conducive to the mission of UMMC all in accordance with the plans to be approved in writing by UMMC prior to the commencement of construction.
- seek approval from UMMC of any general contractor engaged in connection with the project and/or the construction of the improvements, which approval shall not be unreasonably withheld.
- cause the construction to be in compliance with all applicable federal, state, and local laws including, but not limited to, the Americans with Disabilities Act and any applicable historical or archaeological required laws, directives, or guidelines.
- be responsible, at its sole cost and expense, for obtaining all permits and other approvals required in connection with the project and the construction of the improvements.
- ensure that (1) any general contractor shall furnish to ACS assurance of completion of the improvements in the form of a payment and performance bond in an amount equal to the amount of the construction contract plus any change orders and a similar bond on all sub-contractors, all of which shall run to UMMC as an additional obligee; and (2) ACS shall provide UMMC with guarantees of project completion by the ACS, the form of all such assurance obligations shall be in an amount, form and substance satisfactory to UMMC.
- pay all charges, expenses, costs, and outlays of every nature and kind related to the premises, the project and/or the improvements thereon, including but not limited property taxes, assessments and all other governmental charges.
- pay all operating expenses incurred in the operation of the facility, including but not limited to utilities and other services, employee expense, taxes, etc.
- ensure that no other uses of the premises, other than construction of Hope Lodge, are allowed without prior written consent of UMMC.
- ensure that any sublease for any portion of the Premises shall include a provision whereby such sublease is made expressly subject and subordinate to this lease as well as any and all such covenants and restrictions.

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- defend, indemnify and hold harmless UMMC (including, without limitation, its officers, directors, representatives, agents and employees) from and against (i) any claim, loss or damage arising out of any violation or alleged violation of any covenants and restrictions applicable to the premises; and (ii) any loss, damage, cost or expense including attorneys' fees incurred by UMMC as a result of the use of the premises under this lease.
  - provide security as directed by UMMC during the days when events at the Mississippi Veterans Memorial Stadium are scheduled.
  - be responsible for all general and day-to-day maintenance and repair of the premises, the project and the improvements (prior, during and after construction of the improvements) and shall maintain the premises at all times in a good, safe and proper state, including, without limitation, cutting of the grass, cleaning of trash and debris, snow and ice removal, the maintenance, repair and any needed replacement of all fences, and overall cleanliness and maintenance, satisfactory in all respects to UMMC. All such activities will be at ACS's sole cost and expense.
  - not permit any waste of the premises or permit any nuisance to exist on the premises.
  - maintain half of the access road to premises in a smooth, Class A condition similar to the parking lot that will be constructed for ACS's use.
  - provide property insurance and general liability insurance, to which IHL Board of Trustees will be listed as an additional insured.
- ACS agrees and understands that UMMC's intention is to create a comprehensive cancer center for research and treatment affiliated with the UMMC and as such, material part of the consideration for UMMC's execution of this lease is the right and reservation of UMMC to alter, change and re-route from time to time, both temporarily and permanently, the configuration of parking and ingress and egress as it relates to The Hope Lodge parcel. Any changes will be made in connection with the construction and development by UMMC on its adjacent property and any property acquired by UMMC in the future. Further, the construction of the Hope Lodge will be planned so as to minimize any negative impact to UMMC's adjacent property.

UMMC will:

- Lease to ACS 1.5 acres for the construction of Hope Lodge and provide an easement to ACS.
- Approve or disapprove all plans for improvement/construction as ascribed in the agreement, which approvals shall not be unreasonably withheld.

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- Approve the form/amounts of all assurance obligations and bonds ACS is required to provide.
- Execute such documents as are reasonably required by ACS's first priority lender to loan money to ACS to construct the improvements or to refinance same, and to perfect such leasehold lender's security interest in the improvements and leasehold interest of ACS.
- Provide to ACS 1.5 acres of land located on the south side of State Street and an easement to use access roads to said property
- Provide ACS with right to quiet enjoyment of premises.

**Termination Options:**

- UMMC may terminate the lease if, prior to the commencement of any construction contemplated in this lease, ACS determines the cost will exceed the costs acceptable to ACS.
- ACS has the right to terminate the lease should UMMC refuse to approve the plans and specifications submitted to UMMC by ACS for approval, by giving written notice of such termination to UMMC.
- Pursuant to the requirement that ACS shall ensure appropriate bonding of any general contractor and subcontractors, in the event that UMMC and ACS cannot agree upon the form of such assurance obligations and bonds, ACS and UMMC shall each have the right to terminate this lease upon 30 days' written notice.
- ACS shall have a period of three hundred sixty (360) days following the effective date to secure adequate financing for construction of the improvements to the satisfaction of UMMC. If, upon the expiration of the this period, ACS has not secured financing or pledges to cover the projected costs for the construction of the improvements either party may, within ten (10) business days following the expiration of this period, terminate this lease, without penalty, by giving written notice to the other making that election.
- In the event that ACS is unable to begin construction of the improvements within five hundred (500) days following the effective date, then the UMMC may terminate this lease upon written notice to ACS.
- ACS may elect to terminate the lease, if at any time during the term the project improvements/construction shall be damaged or destroyed in whole or in part, by providing written notice to UMMC of that election within three (3) months after such damage or destruction occurs specifying in said notice the date which is not

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more than sixty (60) days after the date said notice of ACS's election is given to UMMC.

- If during the lease terms, total taking of the premises or project improvements/construction, by the power of eminent domain by any public or quasi-public agency or entity should occur, this lease shall terminate as of the date legal title becomes vested in the agency or entity exercising the power of eminent domain. Additionally, in event of only partial taking, ACS will have the right to terminate this lease without liability to either party.
- In the event of default, by ACS, the lease agreement may be terminated as follows:
  - o Failure by ACS to pay rent or any other monetary obligation when due;
  - o Failure by ACS to perform or comply with any of the covenants, agreements, representations, warranties, conditions or provisions contained herein and such default is not cured within thirty (30) days from the date ACS receives written notification from the University of such default, provided that if such default is of a nature that it cannot reasonably be cured within such thirty (30) day period, then such default shall not be deemed to continue so long as ACS diligently proceeds to cure the default within such thirty (30) day period and continues to diligently take all steps necessary to complete the cure of such default within ninety (90) days of written notification;
  - o There exists any event of default under any guaranty;
  - o A receiver is appointed to take charge of substantially all of ACS's or any Guarantor's assets, and such appointment is not discharged within sixty (60) days after such appointment;
  - o ACS or any Guarantor makes an assignment for the benefit of ACS's creditors; or
  - o A petition or other proceeding is filed by or against ACS or any Guarantor under the bankruptcy laws of the United States, or under the insolvency laws of any state and such petition or other proceeding is not discharged within sixty (60) days after such filing.

**Legal Description:**

Premises: A parcel of land situated in the SW ¼ of Section 26 and in the SE ¼ of Section 27, all in Township 6 North, Range 1 East, City of Jackson, Hinds County, Mississippi.

*Commence at a concrete monument which marks the Southwest corner of the Veteran's Administration Hospital property as described in Book 1088 at Page*

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*421 of the Chancery Records of Hinds County at Jackson, Mississippi, being further identified as having a coordinate value of North 1,028,229.081 and East 2,347,204.075 on the above referenced Coordinate System; thence run North 56° 33' 30" West for a distance of 2,325.62 feet to an iron pin found on the western right of way line of North State Street which marks the northeast corner of the Backyard Burgers Development of Jackson, LLC, being further identified as having a coordinate value of North 1,029,510.697 and East 2,345,263.467 on the above referenced Coordinate System; thence leave said Western right of way line of North State Street and run North 89° 26' 37" West for a distance of 243.03 feet along the Northern line of the said Backyard Burgers Development of Jackson, LLC to a 5/8" iron pin found; thence continue North 89° 26' 37" West for a distance of 50.00 feet to the Northeast corner of Quickie Lube; thence North 00° 14' 06" East for a distance of 30.00 feet along the Eastern line of Quickie Lube Addition to the Northeast corner thereof marked by a 5/8" iron pin set; thence North 89° 26' 37" West for a distance of 119.71 feet along the northern line of the said Quickie Lube Addition and the extension thereof to a 5/8" iron pin set; thence North 00° 04' 15" West for a distance of 454.79 feet generally along an existing chain link fence line to a 5/8" iron pin set; thence East for a distance of 9.50 feet to a 5/8" iron pin set which marks the POINT OF BEGINNING for the parcel herein described, being further identified as having a coordinate value of North 1,029,999.491 and East 2,344,859.804 on the above referenced Coordinate System; thence East for a distance of 135.97 feet to a 5/8" iron pin set; thence North for a distance of 22.00 feet to a 5/8" iron pin set; thence East for a distance of 295.98 feet to a 5/8" iron pin set at the said Western right of way line of North State Street; thence North 09° 56' 20" East for a distance of 103.92 feet along the said western right of way line; thence run 27.43 feet along the arc of a 181.48 foot radius curve to the left along the said western right of way line, said arc having a 27.40 foot chord which bears North 05° 36' 33" East; thence run 28.22 feet along the arc of a 17.73 foot radius curve to the left along a right of way flare, said arc having a 25.33 foot chord which bears North 44° 19' 25" West to the southern right of way line of an unnamed private street; thence North 89° 55' 35" West for a distance of 416.82 feet along the said southern right of way line; thence leave said southern right of way line and run 23.73 feet along the arc of a 17.30 foot radius curve to the left, said arc having a 21.92 foot chord which bears South 50° 46' 19" West; thence run 3.75 feet along the arc of a 13.01 foot radius curve to the right, said arc having a 3.74 foot chord which bears South 19° 43' 53" West; thence South 00° 04' 15" East for a distance of 152.91 feet along a line which is approximately 9.5 feet east of an existing chain link fence line to the POINT OF BEGINNING, containing 1.5756 acres (68,633 square feet) more or less.*

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Temporary Access Easement: A variable width "Access" easement situated in the SW ¼ of Section 26 and in the SE ¼ of Section 27, all in Township 6 North, Range 1 East, City of Jackson, Hinds County, Mississippi.

*Commence at a concrete monument which marks the Southwest corner of the Veteran's Administration Hospital property as described in Book 1088 at Page 421 of the Chancery Records of Hinds County at Jackson, Mississippi, being further identified as having a coordinate value of North 1,028,229.081 and East 2,347,204.075 on the above referenced Coordinate System; thence run North 56° 33' 30" West for a distance of 2,325.62 feet to an iron pin found on the Western right of way line of North State Street which marks the Northeast corner of the Backyard Burgers Development of Jackson, LLC, being further identified as having a coordinate value of North 1,029,510.697 and East 2,345,263.467 on the above referenced Coordinate System; thence leave said Western right of way line of North State Street and run North 89° 26' 37" West for a distance of 243.03 feet along the Northern line of the said Backyard Burgers Development of Jackson, LLC to a 5/8" iron pin found; thence continue North 89° 26' 37" West for a distance of 50.00 feet to the Northeast corner of Quickie Lube; thence North 00° 14' 06" East for a distance of 30.00 feet along the Eastern line of Quickie Lube Addition to the Northeast corner thereof marked by a 5/8" iron pin set; thence North 89° 26' 37" West for a distance of 119.71 feet along the Northern line of the said Quickie Lube Addition and the extension thereof to a 5/8" iron pin set; thence North 00° 04' 15" West for a distance of 454.79 feet generally along an existing chain link fence line to a 5/8" iron pin set; thence East for a distance of 9.50 feet to a 5/8" iron pin set at the southwest corner of the American Cancer Society Hope Lodge property, being further identified as having a coordinate value of North 1,029,999.491 and East 2,344,859.804 on the above referenced Coordinate System; thence East for a distance of 135.97 feet along the said American Cancer Society Hope Lodge property line to a 5/8" iron pin set; thence North for a distance of 22.00 feet along the said American Cancer Society Hope Lodge property line to a 5/8" iron pin set; thence East for a distance of 190.21 feet along the said American Cancer Society Hope Lodge property line to a 5/8" iron pin set which marks the POINT OF BEGINNING for the "Access" easement herein described; being further identified as having a coordinate value of North 1,030,021.491 and East 2,345,185.978 on the above referenced Coordinate System; thence run 57.49 feet along the arc of a 39.82 foot radius curve to the right to a 5/8" iron pin set, said arc having a 52.62 foot chord which bears South 41° 22' 23" East; thence South 00° 16' 20" West for a distance of 315.51 feet to a 5/8" iron pin set; thence run 52.30 feet along the arc of a 35.02 foot radius curve to the left to a 5/8" iron pin set, said arc having a 47.58 foot chord which bears South 42° 30' 35" East; thence South 85° 17' 30" East for a distance of 12.67 feet*

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*to the said western right of way line of North State Street to a 5/8" iron pin set; thence North 00° 16' 20" East for a distance of 151.30 feet along the said western right of way line to a 5/8" iron pin set; thence run 175.82 feet along the arc of a 1,042.12 foot radius curve to the right along the said western right of way line to a 5/8" iron pin set, said arc having a 175.61 foot chord which bears North 05° 06' 20" East; thence North 09° 56' 20" East for a distance of 65.88 feet along the said western right of way line to a 5/8" iron pin set; thence leave said western right of way line of North State Street and run West for a distance of 105.78 feet along the said American Cancer Society Hope Lodge property line to the POINT OF BEGINNING.*

The University of Mississippi Medical Center is acting in accordance with Board Policy §905(A), Real Estate Management, that requires Board approval for the execution of all leases. The university is also acting in accordance with Board Policy §905(A), Real Estate Management, that requires the Board 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: The Attorney General's Office has reviewed and approved this item. Board staff recommends approval of this item.***

***Rendering 1: View from Entry Drive***





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*Rendering 2: View from North State Street*



**6. USM – Approval of Purchase of Property – 3709 Pearl Street – Hattiesburg, Mississippi**

**Project Request:** The University of Southern Mississippi requests approval to purchase property located at 3709 Pearl Street in Hattiesburg, MS in the amount of \$225,000. The University of Southern Mississippi will purchase the property from James Daniel Toombs and Candace June Toombs.

**Purpose:** The University of Southern Mississippi is seeking to purchase the property due to its location adjacent to southwest quadrant of campus across from the tennis courts. The property includes a residential facility that is operating as a scuba diving shop. The property is critical to the long-range plans of the university due to its location to campus and will serve as future expansion or parking for the University.

**Appraisals:** The University of Southern Mississippi received two independent property appraisals for the property. The first appraisal was in the amount of \$235,000. The second appraisal was in the amount of \$215,000. The average of the two appraisals was \$225,000.



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The university is purchasing the property for a total of \$225,000 which is the average of the property's two appraised values for the property listed above.

**Property Description:** Lots 12, 13, and 14 in the Block 19 of the Pinecrest Second Survey of the City of Hattiesburg, Forrest County, Mississippi. The property contains a residential house built in 1964 consisting of approximately 1,942 square feet on a lot containing 24,000 square feet. Also on the property is a commercial building known as Sea Urchins Dive Shop. This building contains approximately 1,093 square feet and is approximately 45 years old.

**Terms:** The closing shall be held at a location mutually agreeable to the parties on or before August 18, 2017 or upon such earlier or later date and time per agreement by the parties. The sale price will be \$225,000.

**Termination Option:** The purchaser can terminate any time prior to 5:00 p.m. on the inspection date with written notice to seller.

**Environmental Phase I:** A Phase I Environmental Site Assessment (ESA) has been conducted on the property listed above. Based on site available information, no recognized environmental conditions are evident at the subject property.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Southern Mississippi is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals. The purchase price of property to be acquired shall not exceed the average of the two appraisals. The university is also acting in accordance with Board Policy §905(B), Real Estate Management, that requires a Phase I or more detailed environmental report be completed by qualified personnel and submitted to the Board's Real Estate and Facilities Office.

***Staff Recommendation: The Attorney General's Office has reviewed and approved this item. Board staff recommends approval of this item.***

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**1. MSU – APPROVAL TO MODIFY CONTRACT WITH STITES & HARBISON, PLLC AS OUTSIDE COUNSEL**

Mississippi State University requests approval to modify a contract with the firm of STITES & HARBISON, PLLC as outside counsel to provide services necessary for obtaining patents for designs, processes, products and other patentable materials developed in connection with the University. This contract has been extended twice with approval from the Board. This modification #3 will extend the term of the contract for one (1) additional year or through June 30, 2018. The rates will be increased to range from \$95-\$360 per hour with the total amount payable not exceeding \$100,000. All other provisions of the Agreement for Legal Services dated July 1, 2015, shall remain in effect. The Attorney General has approved this request.

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

**2. MUW – APPROVAL TO CONTRACT WITH GIAN FRANCO BORIO AS OUTSIDE COUNSEL**

Mississippi University for Women requests approval to enter into a contract with Gian Franco Borio as Outside Counsel for the provision of legal services as necessary in the University's registration with the Italian Ministry of Education to allow the University to conduct educational programs throughout Italy. The fixed fee for this service will be \$8,992.00 plus allowable expenses not to exceed \$6,000.00 with a maximum amount payable under this contract of \$15,000.00. The term of the contract is one year from the date of approval and execution. The Attorney General has approved this request.

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

**3. UM – APPROVAL TO RENEW CONTRACT WITH ARMSTRONG TEASDALE LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Armstrong Teasdale LLP as outside counsel for the provision of legal services in the area of engineering and physical sciences patent applications and related intellectual property issues. Attorneys Erin Florek and Adam Wuller will be the primary attorneys performing work for the University. The contract originated June 2011. The term of the proposed contract extension is from July 1, 2017 through June 30, 2018. Hourly rates range from \$250-\$450 for principals, \$175 for Associates, and \$150 for paralegals. These rates are increased for some of the attorneys who may do work under the contract, but at least \$100/hour below the Firm's customary rates. Total expenditures will not exceed \$100,000. The Attorney General has approved this request.

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

**4. UM – APPROVAL TO RENEW CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for professional 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), commercial, construction, taxation and regulatory matters. The contract originated in November 2007. The term of the proposed contract extension is July 1, 2017 through June 30, 2018. The blended hourly rate under the contract will be \$295.00 per hour for all attorneys, including patent work and \$95.00 per hour for all legal assistants. These rates are unchanged from last year and are competitive with or less than those charged by similarly qualified attorneys. Total expenditures will not exceed \$100,000. The Attorney General has approved this request.

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

**5. UM – APPROVAL TO RENEW CONTRACT WITH EVANS PETREE, PC AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for professional services with the law firm of Evans Petree, PC as outside counsel to advise and represent the University with respect to construction matters, including but not limited to construction and design professional contracts, public procurement, potential bid protests, and other matters related to design, construction, and project management and related disputes. Joseph T. Getz will be the primary attorney performing work for the University. The contract originated in March 2013. The term of the proposed contract is from July 1, 2017 to June 30, 2018. The proposed fees are unchanged from last year as indicated below:

Partners	\$265 to 295 per hour
Associates	\$175 to \$225 per hour
Paralegals	\$95 to \$110 per hour
Clerks	\$50.00 per hour
Research and copy charges	At cost

Total expenditures will not exceed \$40,000 during this contract term. The Attorney General has approved this request.

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

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**6. UM – APPROVAL TO RENEW CONTRACT WITH HERSHKOVITZ & ASSOCIATES, LLC AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for professional services with the New York law firm of HersHKovitz & Associates, LLC (“HersHKovitz”) as outside counsel so that Eugene Rzucidlo, an attorney practicing with HersHKovitz may continue to assist the University with pharmaceutical and natural products patent applications and related intellectual property and commercialization issues. Mr. Rzucidlo is one of a few patent lawyers in the world who is also a natural products chemist, and the University has worked with Mr. Rzucidlo on the most challenging natural products patents for many years. Mr. Rzucidlo’s hourly rate is \$595 per hour, which is the same as the University paid during the last contract period and is comparable to similarly qualified and experienced patent counsel. The term of the proposed contract is from July 1, 2017 to June 30, 2018, and total expenditures will not exceed \$250,000. The Attorney General has approved this request.

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

**7. UM – APPROVAL TO RENEW CONTRACT WITH JONES WALKER LLP AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for legal services with the law firm of Jones Walker LLP as outside counsel for the provision of legal services in the area of intellectual property issues. Services will be provided to the University by Whit Rayner, Andrew Harris, and any other attorney with the firm whose specialized knowledge is required in such representation. The hourly rate for these services will remain unchanged at \$245. The term of the proposed contract is from July 1, 2017 to June 30, 2018, and total expenditures will not exceed \$60,000. The Attorney General has approved this request.

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

**8. UM – APPROVAL TO RENEW CONTRACT WITH MAYO MALLETTE PLLC AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract for legal services with the law firm of Mayo Mallette PLLC as outside counsel so that it may continue to assist the University with the Blackburn Estate as well as real estate matters, compliance advice and other local matters. The hourly rate for these services will remain unchanged at \$165 for Principals, \$135 for Associates, and \$65 for Paralegals. The proposed contract

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extension term is from July 1, 2017 to June 30, 2018, and total expenditures will not exceed \$60,000. The Attorney General has approved this request.

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

**9. UM – APPROVAL TO RENEW CONTRACT WITH STITES & HARBISON AS OUTSIDE COUNSEL**

The University of Mississippi requests approval to renew its contract with the law firm of Stites & Harbison as outside counsel for the provision of legal services in the area of pharmaceutical patent applications and intellectual property issues. Richard Myers will be the primary attorney performing work for the University. Mr. Myers' hourly rate is \$360, with other professionals who may work on University matters billing between \$95 and \$320 per hour. The term of the proposed contract is from July 1, 2017 to June 30, 2018, and total expenditures will not exceed \$100,000. The Attorney General has approved this request.

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

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

The University of Mississippi requests permission to renew its contract for professional services with the law firm of Ware Immigration, as outside counsel to provide services as needed in preparing labor certification applications on behalf of the university for its employees who seek permanent residence status. This contractual agreement is necessary due to amendments by the U.S. Department of Labor to the permanent labor certification regulations, specifically: employers are required to pay the cost of preparing, filing and obtaining certification, and are prohibited from transferring those costs to the beneficiary. This includes a prohibition on the alien paying the employer's attorney fees. The terms of this contractual agreement will be from July 1, 2017 to June 30, 2018, and total expenditures will not exceed \$100,000 during the contract term.

David Ware	\$300
Partners	\$250
Associates	\$175
Paralegals	\$100

Schedule of Legal Fees for Academia  
Nonimmigrant Petitions and Processes  
H-1B  
H-1B extension of amendment petitions

\$1,500  
\$1,000

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TN petition or border/consulate processing	\$1,500
TN extension petition	\$1,000
E-3 petition or consular processing	\$1,500
O-1 petition	\$4,000
O-1 extension or amendment petition	\$1,500
Change of status or extension of status of dependents (I-539)	no additional charge
J-1 waiver (IGA or hardship)	\$6,000
J-1 waiver (Conrad)	\$6,000

**Permanent Residence Process with Labor Certification: Faculty**

\$2,000	“Special Handling” labor certification (must be paid by University*) <i>\$2500 if position must be re-advertised</i>
\$1,500	Additional fee if audited
\$2,500	Immigrant petition
\$1,500	Adjustment of status and related applications (I-765, I-131, etc) by employee
\$750	Adjustment of status and related applications each spouse or child
\$1,000	“Standalone” adjustment of status and related, each spouse or child

**Permanent Residence Process with Labor Certification: Non-Faculty**

\$4,000	Labor certification (must be paid by University*)
\$500-1,500	Additional fee if audited
\$2,500	Additional fee if subject to supervised recruitment
\$2,500	Immigrant petition
\$1,500	Adjustment of status and related applications (I-765, I-131, etc) by employee
\$2,000	Standalone AOS and related applications
\$750	Adjustment of status and related applications each spouse or child
\$1,000	Standalone AOS for each spouse or child

**Permanent Residence Process: Outstanding Professors and Researchers**

\$6,000	Immigrant petition
\$1,500	Adjustment of status and related applications by employee
\$2,000	Standalone AOS and related applications
\$750	Adjustment of status and related applications each spouse or child
\$1,000	Standalone AOS for each spouse or child

**Permanent Residence Process: National Interest Waiver**

\$6,000	Immigrant petition
\$1,500	Adjustment of status and related applications by employee
\$2,000	Standalone AOS and related applications

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\$750                      Adjustment of status and related applications each spouse or child  
\$1,000                   Standalone AOS and related, dependents

Employment Authorization and Advance Parole Renewal  
\$500                      Employment Authorization Renewal per individual  
\$500                      Advance Parole Renewal per individual

The Attorney General has approved this request.

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

**11.     UMMC – APPROVAL TO RENEW CONTRACT WITH BAKER, DONELSON, BEARMAN, CALDWELL AND BERKOWITZ, PC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to renew a contract with Baker, Donelson, Bearman, Caldwell and Berkowitz, PC as outside counsel for the provision of legal services and advice on environmental related issues. The term of the contract will be from July 1, 2017 through June 30, 2018. The rate is \$245 per hour with a maximum amount payable under this contract of \$100,000. The Attorney General has approved this request.

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

**12.     UMMC - APPROVAL TO RENEW CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to renew a contract with Butler Snow LLP as outside counsel for the provision of legal services and advice on intellectual property matters, healthcare regulatory and compliance matters, healthcare administrative hearings, human resource issues and commercial and general matters. The term of the contract will be from July 1, 2017 through June 30, 2018. The rate will be \$295 per hour with a maximum amount payable under this contract term of \$650,000. The Attorney General has approved this request.

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

**13.     UMMC – APPROVAL TO RENEW CONTRACT WITH JONES WALKER LLP AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to renew a contract with Jones Walker LLP as outside counsel to advise the Medical Center Educational Building Corporation (EBC) on legal issues concerning bond financing and compliance with IRS

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regulations regarding tax-exempt bonds and other related matters. The term of the contract will be July 1, 2017 through June 30, 2018. The hourly rate is \$225 with a maximum amount payable under this contract term of \$50,000. The Attorney General has approved this request. The Attorney General has approved this request.

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

**14. UMMC – APPROVAL TO RENEW CONTRACT WITH HOGAN LOVELLS US LLP AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to renew a contract with 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 term of the contract will be June 1, 2017 through June 30, 2018. The rate will be \$891 per hour with a maximum amount payable under this contract term of \$225,000. The Attorney General has approved this request.

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

**15. UMMC – APPROVAL TO RENEW CONTRACT WITH STITES AND HARBISON, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to renew a contract with Stites and Harbison, PLLC as outside counsel to perform services necessary for obtaining patents for designs, processes, products and other patentable materials developed in connection with UMMC. The term of the contract will be July 1, 2017 through June 30, 2018. The rate will be \$360 per hour with a maximum amount payable under the contract of \$150,000. The Attorney General has approved this request.

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

**16. UMMC – APPROVAL TO RENEW CONTRACT WITH WALKER & UNGO, LLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to renew a contract with Walker & Ungo, LLC as outside counsel to provide services as needed in preparing labor certification applications on behalf of the university for its employees who seek permanent residence status. The term of the contract will be July 1, 2017 through June 30, 2018. The rates are set out in the Schedule of Fees below. The maximum amount payable under the contract is \$50,000.



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**Labor Certification Fees**  
**Walker & Ungo**

**PERM**

Initial Fee:	\$2500
I-140:	\$2000
I-485:	\$2000
Family members:	\$500 per family member

**EB-1 (Outstanding professor/researcher, extraordinary ability) and Special Handling Labor Certification**

Initial Fee:	\$2000
On approval of I-140 or special handling:	\$2000
I-485:	\$2000
Family members:	\$500 per family member

The Attorney General has approved this request.

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

**17. UMMC – APPROVAL TO RENEW CONTRACT WITH WARE IMMIGRATION AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to renew a contract with Ware Immigration as outside counsel to provide services as needed in preparing labor certification applications on behalf of the university for its employees who seek permanent residence status. The term of the contract will July 1, 2017 through June 30, 2018. The rates are set out in the schedule of fees below. The maximum amount payable under the contract is \$50,000.

**Labor Certification Fees**  
**David Ware & Associates**

\$2000 – special handling labor certification, no readvertisement required  
\$2500 – special handling labor certification, readvertisement required  
\$3000 – non teaching labor certification  
Advertisement for special handling will be about \$500; for regular about \$1000

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EB1 is \$4500 for the petition plus \$475 filing fee. Adjustment of status is \$1500 for the principal and \$750 for each dependent. Exclusive of filing and fees and medical which for one adult would be approximately \$1485 plus \$150. The Attorney General has approved this request.

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

**18. UMMC - APPROVAL TO RENEW CONTRACT WITH WATKINS AND EAGER, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to renew a contract with Watkins and Eager, PLLC, to provide legal services related to real estate matters. The term of the contract is June 1, 2017 through June 30, 2018. The hourly rate is \$165 with a maximum amount payable under this contract of \$350,000. The Attorney General has approved this request.

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

**19. UMMC - APPROVAL TO RENEW CONTRACT WITH THE WHITFIELD LAW GROUP, PLLC AS OUTSIDE COUNSEL**

The University of Mississippi Medical Center requests approval to renew a contract with the Whitfield Law Group, PLLC, formerly known as Kitchens, Hardwick & Whitfield, PLLC, to provide legal services related to personnel matters. The term of the contract is July 1, 2017 through June 30, 2018. The hourly rate is \$165 with a maximum amount payable under this contract term of \$250,000. The Attorney General has approved this request.

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

**20. USM – APPROVAL TO AMEND CONTRACT WITH BRYAN, NELSON, SCHROEDER, CASTIGIOLA & BANAHAN, P.A. AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to amend a contract with the law firm of Bryan, Nelson, Schroeder, Castigliola & Banahan, P.A. as outside counsel for the provision of legal services in the practice areas of admiralty and maritime law, including advice and assistance with contracts, leases and other commercial agreements, as well as litigation related to any of the activities described herein. The circumstances of the litigated and contractual matters being handled by the firm are such that those matters have required the expenditure of significantly more time and effort than originally expected by all parties. The University has determined that the additional effort and expense involved is reasonable and necessary in light of the nature and complexity of the

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matters at issue, and requests approval of an amendment that would increase the maximum amount payable under the current contract from \$25,000 to \$50,000. All other provisions of the current contract remain unchanged. The Attorney General has approved this request.

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

**21. USM – APPROVAL TO RENEW CONTRACT WITH BRYAN, NELSON, SCHROEDER, CASTIGIOLA & BANAHAH, P.A. AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to renew a contract with the law firm of Bryan, Nelson, Schroeder, Castigliola & Banahan, P.A., as outside counsel to perform services as necessary and render legal advice and recommendations in the practice areas of admiralty and maritime law, including but not limited to all matters involving navigable waters, vessels at sea, and all similar interests of the University arising out of or related to the University's ownership and operation of watercraft, any associated facilities or activities, and the University's activities in and around navigable waters and coastal areas. The scope of services would also include advice and assistance with contracts, leases and other commercial agreements, general legal advice, commercial and regulatory matters, as well as litigation related to any of the activities described herein. The request includes the use of any and all attorneys employed by the firm, at the discretion of the firm, whose expertise and experience is required to assist in the representation of the University pursuant to the agreement. The hourly rate to be charged will be \$195 per hour for attorneys and \$90 per hour for paralegal services. The term of the contract will be July 1, 2017 through June 30, 2018, with a maximum amount payable under this contract term of \$50,000. The Attorney General has approved this request.

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

**22. USM – APPROVAL TO RENEW CONTRACT WITH BUTLER SNOW LLP AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to renew a contract with Butler Snow LLP, as outside counsel to perform services as necessary in the practice areas of taxation, intellectual property and commercial matters, including trademark, copyright and patent matters. In addition, the firm will provide legal advice and representation to the University in matters relating to issues and disputes with the Federal Emergency Management Agency (FEMA). The hourly rate to be charged will be \$295 per hour for all attorneys and \$95 per hour for legal assistants with a maximum amount payable under the contract of \$75,000. The term of the

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contract will be July 1, 2017 through June 30, 2018. The Attorney General has approved this request.

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

**23. USM – APPROVAL TO RENEW CONTRACT WITH MAYO MALLETTE PLLC AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to renew a contract with Mayo Mallette PLLC, as outside counsel to perform services as necessary and render legal advice in the practice areas of higher education law, employment law, First Amendment matters, academic tenure, student affairs, OFCCP, Title IX, NCAA compliance, disability law, and athletics. The request includes the use of any and all employed by the firm, at the discretion of Mary Ann Connell and Cal Mayo, whose experience and expertise is required to assist in the representation of the University pursuant to the agreement. The hourly rate to be charged will be \$165 per hour for attorneys and \$65 per hour for paralegal services with a maximum amount payable under the contract of \$40,000. The term of the contract will be from July 1, 2017 through June 30, 2018. The Attorney General has approved this request.

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

**24. USM – APPROVAL TO RENEW CONTRACT WITH RICHARD & THOMAS AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to renew a contract of Richard & Thomas as outside counsel to perform real estate services for multiple real estate closings. It is anticipated that the University will have a minimum of two closings with the possibility of a maximum of ten closings during the period from July 1, 2017, until June 30, 2018. The closings will be for purchases of property near the Hattiesburg campus. It is expected that each closing will cost the University approximately \$1,000.00. The maximum amount budgeted for payment under the contract is \$5,000.00. The attorney's average hourly rate, depending on services rendered, is \$150.00. Fees and expenses will be paid from the University general funds. The Attorney General has approved this request.

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

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**25. USM – APPROVAL TO RENEW CONTRACT WITH WARE | IMMIGRATION AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests Board approval to renew a contract with Ware|Immigration, Attorneys at Law, as outside counsel to provide services as needed in preparing labor certification applications and permanent residence process on behalf of the University for its professors, researchers, and employees who seek permanent residence status and to further provide other related services relating to immigration and naturalization at the University's request. The agreement authorizes the Law Firm to assign any and all attorneys employed by the Law Firm who, at the discretion of the Law Firm, can provide the experience and expertise necessary to effectively represent the University in all matters set forth in the description of services to be provided. In addition to the fees reflected on the Schedule of Legal Fees, the University may seek general legal advice on immigration matters. For non-scheduled legal fees, attorneys' advice will be billed on an hourly basis. David Ware's hourly rate is \$300.00 and all other attorneys will be billed at the hourly rate of \$200.00. The terms of this contractual agreement will be for the period of time from July 1, 2017 through June 30, 2018, for a maximum amount payable of \$50,000 in legal fees during the contract term. The proposed fees are as indicated below:

Schedule of Legal Fees for Academia

Nonimmigrant Petitions and Processes

H-1B petition	\$1500.00
H1B extension or amendment petitions	\$1000.00
TN petition or border/consulate processing	\$1500.00
TN extension petition	\$1000.00
E-3 petition or consular processing	\$1500.00
E-3 extension petition	\$1000.00
O-1 petition	\$4000.00
O-1 extension or amendment petition	\$1500.00
Change of status or extension of status for dependents (i-539) no additional charge	
J-1 waiver (IGA or hardship)	\$6000.00
J-1 waiver (Conrad)	\$6000.00

Permanent Residence Process with Labor Certification: Faculty

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\$2000.00	“Special Handling: labor certification (must be paid by University*) <i>\$2500.00 if position must be re-advertised</i>
\$1000.00	Additional fee if audited
\$2500.00	Immigrant petition
\$1500.00	Adjustment of status and related applications (i-765, I-131, etc.) by employee
\$750.00	Adjustment of status and related applications each spouse or child

**\*U. S. Dept. of Labor requires employers to pay all costs associated with labor certification, including legal fees and advertising costs; employees may pay other fees**

Permanent Residence Process with Labor Certifications: Non-Faculty

\$3000.00	Labor Certification (must be paid by University)
\$1500.00	Additional fee if audited
\$2500.00	Additional fee is subject to supervised recruitment
\$2500.00	Immigrant petition
\$1500.00	Adjustment of status and relation applications (i-765, I-131, etc.) by employee
\$750.00	Adjustment of status related applications each spouse or child

**\*U.S. Dept. of Labor requires employers to pay all costs associated with labor certification, including legal fees and advertising costs; employees may pay other fees**

Permanent Residence Process: Outstanding Professors and Researchers

\$7000.00	Immigration petition
\$1500.00	Adjustment of status and related applications by employees
\$750.00	Adjustment of status and related applications each spouse or child

**Since Labor certification is not required, employees may pay all fees**

Permanent Residence Process: National Interest Waiver

\$7000.00	Immigrant petition
\$1500.00	Adjustment of status and related applications by employee
\$750.00	Adjustment of status and related applications each spouse or child

Since labor certification is not required, employees may pay all fees. Employee's legal fees in all cases may be paid in monthly installments, to be arranged with attorney.

The Attorney General has approved this request.

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

**26. USM – APPROVAL TO RENEW CONTRACT WITH WILLIAM WESSLER AS OUTSIDE COUNSEL**

The University of Southern Mississippi requests approval to renew a contract with William Wessler as outside counsel to perform services necessary and render legal advice, recommendations, and representation to the University in the practice area of bankruptcy. The term of the contract will be from July 1, 2017 through June 30, 2018. The rate will be \$200 per hour with a maximum amount payable under the contract of \$50,000. In addition to payment of attorneys' fees, the attorney will be entitled to reimbursement for all customary and necessary out of pocket expenses related to the representation. The Attorney General has approved this request.

**STAFF RECOMMENDATION: 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.

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

Mississippi State University requests approval of an agreement between the university and Cornerstone Government Affairs, LLC, for assistance in the university's pursuit of its in-state government affairs and business objectives, including monitoring and lobbying of legislation of interest to MSU during the regular session of the Legislature and other services throughout the year. Cornerstone will apprise the Commissioner of IHL of its lobbying activities related to MSU and coordinate those activities within system strategies and processes prescribed by the IHL Board. The requested contract amount is \$50,000.00, and will be paid with private funds. Following is Cornerstone's client list and proposed Agreement:

**Cornerstone Government Affairs Mississippi Client List**

Atmos Energy Dallas, TX  
BP America Houston, TX  
Butler Snow Ridgeland, MS  
Chevron USA San Ramon, CA  
Community Mental Health Centers Mississippi  
C Spire Ridgeland, MS  
Denbury Resources Plano, TX  
Huntington Ingalls Shipbuilding Pascagoula, MS  
Kool Smiles Cincinnati, OH  
Looking for Wine? Jackson, MS  
Management & Training Corp. Centerville, UT  
Mississippi Association of Health Plans Jackson, MS  
Mississippi Board of Nursing Jackson, MS  
Mississippi Economic Council Jackson, MS  
Mississippi Power Company Gulfport, MS  
Mississippi Farm Bureau Federation Jackson, MS  
Mississippi State University Starkville, MS  
Nissan North America Canton, MS  
Plains All American Pipeline Houston, TX  
Ridgeland, MS (City of) Ridgeland, MS  
Save the Children Washington, DC  
SeaOne Maritime Corp. Houston, TX  
Starkville, MS (City of) Starkville, MS  
Stonehenge Capital Baton Rouge, LA  
Waggoner Engineering Jackson, MS



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**Service Agreement**

(CORNERSTONE GOVERNMENT AFFAIRS)  
(MISSISSIPPI STATE UNIVERSITY)

CORNERSTONE GOVERNMENT AFFAIRS, INCORPORATED, ”), a sub-chapter S corporation duly organized under the laws of the District of Columbia, and doing business as CORNERSTONE GOVERNMENT AFFAIRS (hereafter referred to as “CORNERSTONE”) with its Mississippi place of business at 188 East Capitol Street, Suite 910, Jackson, MS 39201, does contract with MISSISSIPPI STATE UNIVERSITY (hereinafter referred to as “MS STATE”), whose principal office is P.O. Box 6018, Mississippi State, MS 39762 to provide consultant services for the period of twelve (12) months, commencing July 1, 2017 and ending June 30, 2018.

SCOPE: In its capacity as a consultant, CORNERSTONE led by Camille Scales Young, shall make its best effort to assist in pursuit of its government affairs and business objectives. MS STATE shall determine the nature of these objectives with the advice and assistance of CORNERSTONE and Camille Scales Young. Specifically, the assistance in the monitoring and lobbying of legislation of interest to MS STATE during the Regular Session of the Mississippi Legislature and numerous additional services throughout the year.

CORNERSTONE with the cooperation of MS STATE will conduct an extensive inventory of MS STATE’s resources; develop the concept for agreed-upon initiatives; create a theme for these initiatives; formulate a comprehensive plan for the initiatives; prepare the outline of a proposal for the initiatives; assist in the preparation of supporting documentation for the initiatives; develop meetings with key elected and appointed officials and staff; develop legislative strategies to support the initiatives; serve as liaison to state government agencies as necessary; and monitor and report on government programs relevant to the initiatives and other possible arenas of interest to MS STATE.

CORNERSTONE will apprise the Commissioner of IHL regarding lobbying activities related to MS STATE and will coordinate those activities within system strategies and processes prescribed by the IHL Board.

It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by MS STATE or related entities or all factual matters included in materials prepared or used by CORNERSTONE and approved by MS STATE or related entities.

NON-DELEGATION: 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.

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**PAYMENTS:** Payment shall be made to CORNERSTONE beginning July 1, 2017 and ending June 30, 2018, on a contractual flat fee of fifty thousand dollars (\$50,000). Invoices of twelve thousand five hundred dollars (\$12,500) will be rendered each quarter and payment shall be made within 45 days. The total fee includes overhead expenses such as any long distance telephone charges, telecopy charges, photocopying charges and postage. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

All fees to CORNERSTONE for services will be due and payable on the dates specified herein. All balances not paid 45 days after the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid.

**TERMINATION AT WILL:** Should MS State desire to terminate this contract for any reason, it may do so at any time. Payments will be prorated through the date of termination.

**COMPLIANCE WITH IHL POLICY 201.0506:** During the term of this contract, CORNERSTONE will apprise the IHL Board, through the Commissioner, of all new clients after engaging the client.

**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

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would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

**INDEMNIFICATION:** CORNERSTONE agrees to indemnify and hold harmless MS STATE from and against any and all losses, claims, damages, legal fees, expenses or liabilities that MS STATE may incur based upon information, representations, reports, data or releases made by CORNERSTONE or its authorized agent or representative MS STATE did not expressly approve, or that CORNERSTONE materially changed or altered after MS STATE'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.

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.

**AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of MS STATE to proceed under this agreement is conditioned upon the availability and receipt of funds by MS STATE to specifically perform the obligations set forth for MS STATE under this agreement.

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

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

In witness whereof the authorized representatives of MS STATE and CORNERSTONE do hereby execute this contract.

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

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

Mississippi University for Women requests approval of a one-year contract with Corporate Relations Management (CRM) of Canton, Mississippi, to provide in-state lobbying and government relations consulting services. The contractual flat fee is

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\$30,000. The fee will be paid with private funds by the MUW Foundation. CRM's client list and Service Agreement are shown immediately below.

**Corporate Relations Management Client List:**

AT&T Services, Inc.  
General Motors LLC  
RAI Services Company  
American Tort Reform Association  
Pharmaceutical Research and Manufacturers of America  
Greenwich Biosciences  
Mississippi Association for Marriage and Family Therapy  
State Street Group  
ENOVA  
Vision Research Corporation

**Government Relations Service Agreement**

Corporate Relations Management, a general partnership duly organized under the laws of the State of Mississippi, and doing business as Corporate Relations Management (hereafter referred to as "CRM"), with its place of business at 14 Montgomery Lane, Canton, Mississippi 39046, does contract with Mississippi University for Women (hereafter referred to as "THE W"), whose principal office is W-1600, Columbus, Mississippi 39701, to provide consultant services for the period of twelve (12) months, commencing on July 1, 2017, or upon approval of the IHL Board, until June 30, 2018. This contract may be modified or extended by mutual agreement of the parties hereto.

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

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

**PAYMENT:** As consideration for performance of this contract, THE W agrees to pay CRM for services rendered as follows: A contractual flat fee of Thirty Thousand Dollars (\$30,000.00) for fiscal year 2018, 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.

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**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.

**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

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of CRM. CRM and THE W agree that the provision of this section shall survive the termination or expiration of this contract.

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

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

IN WITNESS HEREOF, THE W and CRM have executed this contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**29. 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 in the amount of \$48,000 annually and reasonable reimbursement of travel expenses funded by self-generated funds.

**Capitol Resources, LLC Client List:**

American Congress of Obstetricians & Gynecologists, MS Section  
Association of Equipment Manufacturers  
Air Methods Corporation  
Amplify Education, Inc.  
MGM/Beau Rivage Resorts/Gold Strike  
Cambria Solutions  
Centene Corporation  
Centurion Managed Care  
CF Industries  
City of Tupelo  
Comcast Cable  
Conduent, Inc.  
CoreCivic  
EECS LLC  
Equifax, Inc.  
Ergon, Inc.  
GovEase

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Gulf States Toyota  
Horne CPA's  
Ingalls Shipbuilding  
Kansas City Southern  
Lockridge Grindal Nauen P.L.L.P. – Civics Education Initiative  
Magnolia Health Plan  
MedeAnalytics  
Medical Transportation Management Inc.  
MedStat EMS  
MISSCO Corporation  
MS Alliance for Boys & Girls Clubs, Inc.  
MS Ambulatory Surgery Center Association  
MS Association of School Superintendents  
MS Consumer Finance Association  
MS Counselors Association  
MS Economic Council  
MS Independent Pharmacies Association  
MS Optometric Association  
MS Orthopaedic Society  
MS Primary Health Care Association  
MS Public Broadcasting Foundation  
Ochsner Health System  
OpenGov, Inc.  
RAI Services Company  
Regional One Health  
Reliance Transportation  
Sanderson Farms, Inc.  
Schneider Electric  
Southern Beverage Company, Inc.  
Study Edge  
Teladoc, Inc.  
Tellus Operating Group, LLC  
Toyota Motor – North America, Inc.  
Uber Technologies, Inc.  
UHS of Delaware, Inc. – Parkwood  
United States Chamber of Commerce – ILR  
University of Southern Mississippi  
Youth Villages

**Re:   University of Southern Mississippi - Governmental Relations-Mississippi**  
**July 1, 2017 – June 30, 2018**

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Dear Dr. Bennett,

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

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

- Policy advocacy in the Mississippi Legislature, particularly on committees and issues dealing with funding, capital projects, IHL, K-12 education, technology development, hurricane recovery, and marine resources
- Policy advocacy and monitoring of relevant issues within the Executive Branch
- Partnership and strategic alliance development, both within various agencies and departments of state government, as well as within the private sector focusing on:
  - USM in relation to broader education policy, i.e. teacher training, K-12, college preparation, etc.
  - USM research application and support within the private sector, particularly in South Mississippi
  - USM in relation to workforce development
- Timely reports to USM leadership in the form of
  - Bill-status e-mail reports
  - Telephone and e-mail reports as required by the posture of legislation
  - Post-session reports and other reports as requested and required
- Exhaustive monitoring of legislation, relevant committee hearings and floor debates
- Identifying and securing potential legislative sponsors for USM-supported legislation and assistance with bill drafting
- Defensive monitoring within a broad spectrum of government agencies
- Assistance to USM administration, alumni and supporters in communication with key legislators at appropriate times
- Compliance with all registration and reporting laws
- Off-session strategy planning and legislative contacts, attendance at appropriate USM events
- Communications and messaging as appropriate
- USM may, when the interests of USM so require, terminate this agreement in whole or in part if Capitol Resources, LLC, takes on a client that is in conflict with USM. Written notice of all new clients is required to be given to USM no less than ten



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(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.

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- 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 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 2018. If the agreement is approved after July the monthly retainer will be adjusted to equal \$48,000.00 for the fiscal year. This payment schedule allows us to provide USM our comprehensive state government relations services. Our total fee includes all of the consulting and lobbying services routinely provided by Capitol Resources, LLC, to manage and implement your objectives. It is our understanding that the fee does not include any extraordinary expenses such as travel, and that we will seek your approval prior to incurring any of these types of expenses.

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

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

Sincerely,  
CAPITOL RESOURCES, LLC

Clare L. Hester  
Founding Partner

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

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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**30. USM – APPROVAL OF JOE GILL CONSULTING, LLC AS IN-STATE LOBBYING CONSULTANT**

The University of Southern Mississippi requests approval to continue the agreement with Joe Gill Consulting LLC, in Ocean Springs, MS, to provide state lobbying and government relations and consulting services in Mississippi pertaining to the Gulf Coast Research Laboratory in an amount not to exceed \$38,000 annually and reimbursement of reasonable expenses funded by self-generated funds.

**Joe Gill Client List:**

The City of Ocean Springs  
Mississippi Justice Court Judges Association

**CONTRACT FOR PROFESSIONAL SERVICES**

This agreement is made by and between the University of Southern Mississippi's Gulf Coast Research Laboratory, hereinafter referred to as "GCRL", and Joe Gill Consulting LLC, hereinafter referred to as "JGC", according to the following terms:

**1. PURPOSE:**

GCRL desires to engage the service of professional personnel, familiar with the governmental structure, the governmental procedural procedures, and the politics of the State of Mississippi.

**2. SCOPE OF SERVICES:**

JGC shall provide services for GCRL in an expedient and satisfactory manner for any or all of the following:

**Specific:**

- A. Represent GCRL budget to the Mississippi Legislature as a registered lobbyist.
- B. Initiate "Line Item Funding" for Marine Education Center.
- C. Coordinate Legislative Initiatives with the Dept. of Marine Resources.
- D. Coordinate activities with GCRL Legislative liaison Chad Driskell.
- E. Secure Coastal Delegation support/approval for coastal activities.
- F. Environmental Consulting on all GCRL properties.

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**General:**

- A. Build broader legislative support from GCRL Alumni and others.
- B. Look for new initiatives/collaborations.
- C. Coordinate with Coastal GCRL Alumni (potential sources of support).
- D. Investigate opportunities for other Budget Line Items.
- E. Other matters that GCRL may assign to JGC.

The assignment of additional matters shall be in writing setting forth what services are to be performed. JGC shall perform no services without the aforesaid written authority.

**3. PERIOD OF PERFORMANCE:**

The term of this contract shall be July 1, 2017 or upon approval of the IHL Board until June 30, 2018.

The contract may be modified and/or extended by mutual agreement of the parties hereto.

**4. LIMITATIONS:**

This agreement is limited in scope to the above Specific and General items as listed.

**5. CONSIDERATION:**

As consideration for performance of this contract, the GCRL agrees to pay JGC for services rendered as follows: Up to \$38,000.00 for fiscal year 2018, as services are provided. These payments shall be divided into monthly installments.

**6. EXPENSES:**

Reasonable expenses as preapproved by the GCRL shall also be paid to JGC.

**7. METHOD OF PAYMENT:**

Payment shall be made upon receipt of a monthly requisition for payment for JGC.

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**8. STAFF ASSISTANCE:**

It is understood that JGC will act in conjunction with GCRL and GCRL will provide all technical data required to support JGC.

**9. TERMINATION:**

GCRL may, when the interests of GCRL so require, terminate this agreement in whole or in part if JGC takes on a client that is in conflict with GCRL or USM. Written notice of all new clients is required to be given to GCRL no less than ten (10) days prior to the effective date of adding the client.

Either party on notice to the other party may terminate this contract. On notice of termination by GCRL, JGC shall cease all work in connection with this project and GCRL shall pay JGC all consideration through the date of termination. On notice of termination by JGC, JGC shall deliver all work in progress to GCRL, whereupon JGC shall have no further obligation to GCRL, except the conditions set forth in the confidentiality provision of this Agreement.

**10. CONFIDENTIAL INFORMATION:**

JGC shall not at any time during the term of this Agreement, directly or indirectly, disclose, publish, or divulge to any person any proprietary, secret, or confidential information of GCRL or any other information obtained in connection with this Agreement. Upon termination or expiration of this Agreement, JGC shall promptly deliver or return to GCRL all materials of a proprietary, secret or confidential nature that have been delivered to or may then be in the possession or control of JGC. JGC and GCRL agree that the provisions of this Section shall survive the termination or expiration of this Agreement by one (1) year.

**11. PAYMENT**

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

**12. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of GCRL to proceed under this agreement is conditioned upon the availability and receipt of funds by

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GCRL to specifically perform the obligations set forth for GCRL under this agreement.

**13. E-VERIFY**

JGC 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. JGC 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. JGC 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. JGC understands and agrees that any breach of these warranties may subject JGC 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 JGC 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, JGC would also be liable for any additional costs incurred by the State due to contract cancellation or loss of License or Permit.

**14. 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, and any litigation with respect thereto shall be brought in the courts of this state. JGC 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 GCRL, JGC agrees that the individual signing this agreement on behalf of GCRL is not personally responsible or liable for any of the obligations and duties contained herein.

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**15. NOTICE TO IHL BOARD OF TRUSTEES**

In addition to the notice to GCRL of all new JGC clients under Section 9, JGC shall, in accordance with IHL Board Policy 201.0506 (3), apprise the IHL Board, through the Commissioner, of all new clients after engaging the client or clients. Under Policy 201.0506 (3), JGC 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.

**16. CHANGES:**

The GCRL may, from time to time, require a change in the “Services” JGC is to perform hereunder. Such changes, including any increase or decrease in the amount of consideration, which are mutual agreed upon, shall be incorporated in written as amendments to this contract.

IN WITNESS HEREOF, the GCRL, and JGC have executed this contract  
as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**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:

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

Mississippi State 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.**

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

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

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

**33. UMMC – APPROVAL OF SIMMS STRATEGIES, LLC AS FEDERAL LOBBYING CONSULTANT**

The University of Mississippi Medical Center requests approval for Simms Strategies to lobby on behalf of the university outside of the State of Mississippi.

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

**34. 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 regard to 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:



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**35. ASU – APPROVAL OF DR. ALFRED RANKINS, JR. AS LEGISLATIVE LIAISON**

Alcorn State University requests approval of Dr. Alfred Rankins, Jr. as one of its legislative liaisons.

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

**36. ASU – APPROVAL OF MARCUS WARD AS LEGISLATIVE LIAISON**

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

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

**37. DSU – APPROVAL OF DR. MICHELLE ROBERTS AS LEGISLATIVE LIAISON**

Delta State University requests approval of Dr. Michelle Roberts as its legislative liaison.

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

**38. JSU – APPROVAL OF DR. WILLIAM McHENRY AS LEGISLATIVE LIAISON**

Jackson State University requests approval of Dr. William McHenry as Legislative Liaison.

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

**39. 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.**

**40. MUW – APPROVAL OF NORA MILLER AS LEGISLATIVE LIAISON**

Mississippi University for Women requests approval of Nora Miller as a legislative liaison.

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

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

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

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

**42. 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.**

**43. UMMC - APPROVAL OF TARA MOUNGER AS LEGISLATIVE LIAISON**

The University of Mississippi Medical Center requests approval of Tara Mounger as one of its legislative liaisons.

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

**44. UMMC - APPROVAL OF WESLEY CLAY AS LEGISLATIVE LIAISON**

The University of Mississippi Medical Center requests approval of Wesley Clay as one of its legislative liaisons.

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

**45. UMMC - APPROVAL OF RACHEL J. GRESSETT AS LEGISLATIVE LIAISON**

The University of Mississippi Medical Center requests approval of Rachel J. Gressett as one of its legislative liaisons.

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

**46. UMMC - APPROVAL OF DR. CLAUDE BRUNSON AS LEGISLATIVE LIAISON**

The University of Mississippi Medical Center requests approval of Dr. Claude Brunson as one of its legislative liaisons.

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

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**47. 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.**

**48. SYSTEM – APPROVAL OF DR. GLENN BOYCE AS LEGISLATIVE LIAISON**

The Executive Office requests approval of Dr. Glenn Boyce as one of its legislative liaisons.

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

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

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

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

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**APPROVAL OF PERSONNEL ACTION REQUESTS**

**1. Employment**

**Delta State University**

Elizabeth Belenchia; *rehired retiree*; reemployment position: Co-Project Director, Math and Science Partnership; salary of \$28,000 per annum, pro rata; Grant Funds; reemployment period: July 1, 2017-June 30, 2018

Darlene Breaux; *rehired retiree*; reemployment position: Academic Affairs Developmental Officer; salary of \$30,000 per annum, pro rata; Foundation Funds; reemployment period: July 1, 2017-June 30, 2018

Gloria Brister; *rehired retiree*; reemployment position: Assistant Professor, Emeritus; salary of \$40,000 per annum, pro rata; E&G Funds; reemployment period: July 1, 2017-June 30, 2018

Jean Grantham; *rehired retiree*; reemployment position: Instructor in Nursing (Part-time); salary of \$50,000 per annum, pro rata; E&G Funds; reemployment period: July 1, 2017-June 30, 2018

Helen Sue Jolly; *rehired retiree*; reemployment position: Education Leadership Faculty; salary of \$54,000 per annum, pro rata; E&G Funds; reemployment period: July 1, 2017-June 30, 2018

Maud Kuykendall; *rehired retiree*; reemployment position: Adjunct Instructor in Teacher Education; annual salary of \$25,000 per annum, pro rata; E&G Funds; reemployment period: July 1, 2017-June 30, 2018

Kathleen Lott; *rehired retiree*; reemployment position: Project Director, Math and Science Partnership; salary of \$29,000 per annum, pro rata; Grant Funds; reemployment period: July 1, 2017-June 30, 2018

A. C. Prewitt; *rehired retiree*; reemployment position: Facilities Engineer; salary of \$22,604 per annum, pro rata; E&G Funds; reemployment period: July 1, 2017-June 30, 2018

Michael L. Putnam; *rehired retiree*; reemployment position: Director, Delta School Leadership Pipeline Project/Adjunct Instructor; salary of \$80,000 per annum, pro rata; Grant Funds; reemployment period: July 1, 2017-June 30, 2018

James Robinson; *rehired retiree*; reemployment position: Adjunct Instructor in History; salary of \$40,000 per annum, pro rata; E&G Funds; reemployment period: July 1, 2017-June 30, 2018

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Dorothy Sykes; *rehired retiree*; reemployment position: Director, Kellogg Grant; annual salary of \$30,000 per annum, pro rata; Grant Funds; reemployment period: July 1, 2017-June 30, 2018

Kent Wyatt; *rehired retiree*; reemployment position: President Emeritus; salary of \$59,000 per annum, pro rata; E&G Funds; reemployment period: July 1, 2017-June 30, 2018

**Mississippi State University**

Peter Corrigan; Professor and Head, Classical and Modern Languages and Literatures, salary of \$125,000 per annum, pro rata, E&G Funds; 12-month, **hired with tenure**; effective July 1, 2017

Dennis Smith, Jr., Professor and Head, Chemistry, salary of \$165,000 per annum, pro rata, E&G Funds; 12-month, **hired with tenure**; effective July 1, 2017

**Mississippi Valley State University**

Betty Farmer, *rehired retiree*; reemployment position: Assistant Professor; salary of \$22,000 per annum, pro rata; E&G Funds; reemployment period: August 14, 2017 to May 7, 2018

Edgar Holman, *rehired retiree*; reemployment position: Instructor; salary \$28,439 per annum, pro rata; Ayers Funds; reemployment period: August 14, 2017 to May 7, 2018

Roy Hudson, *rehired retiree*; reemployment position: Assistant Professor; salary of \$20,000 per annum, pro rata; E&G Funds; reemployment period: August 14, 2017 to May 7, 2018

John Johnson, *rehired retiree*; reemployment position: Special Assistant to the Project Director; annual salary of \$37,380 per annum, pro rata; External Grant Funds; reemployment period: August 14, 2017 to May 7, 2018

Ronald Love, *rehired retiree*; reemployment position: Associate Professor; salary of \$30,000 per annum, pro rata; E&G Funds; reemployment period: August 14, 2017 to May 7, 2018

Gloria Turner, *rehired retiree*; reemployment position: Accounting Clerk; salary of \$21,000 per annum, pro rata; E&G Funds; reemployment period: July 1, 2017 – June 30, 2018

Vincent Venturini, *rehired retiree*; reemployment position: Visiting Professor; salary of \$22,463 per annum, pro rata; E&G Funds; reemployment period: August 14, 2017 to May 7, 2018

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Harvey Wardell, *rehired retiree*; reemployment position: Assistant Professor; salary of \$22,500 per annum, pro rata; E&G Funds; reemployment period: August 14, 2017 to May 7, 2018

Raymond Williams, *rehired retiree*; reemployment position: Professor; salary of \$33,102 per annum, pro rata; E&G Funds; reemployment period: August 14, 2017 to May 7, 2018

Robert Wilson; *rehired retiree*; reemployment position: Director, Institute for Effective Teaching Practices; salary of \$34,806 per annum, pro rata; E&G Funds; reemployment period: August 14, 2017 to May 7, 2018

**University of Mississippi**

Minsoo Kang; Chair and Professor of Health, Exercise Science and Recreation Management; Ph.D.; salary of \$154,060 per annum, pro rata; E&G Funds; 12-month contract; **hired with tenure**, effective July 3, 2017

Matthew O'Keefe; Executive Director of the Center for Manufacturing Excellence and Professor of Chemical Engineering; Ph.D.; salary of \$200,000 per annum, pro rata; E&G Funds; 12-month contract; **hired with tenure**; effective January 1, 2018

2. **Change of Status**

**Jackson State University**

Sandra Hodge, *from* Interim Vice President for Institutional Advancement; salary \$170,000 per annum; E & G Funds; *to* Vice President for Institutional Advancement; no salary change, effective April 16, 2017

3. **Tenure (and promotions where noted)**

**Jackson State University**

Brian Anderson; *promotion* to Professor, Department of Social Work; 9-month contract, effective August 10, 2017

Taunjah P. Bell Neasman; *promotion* to Associate Professor, Department of Psychology; 9-month contract; effective August 10, 2017

Kathy Bryant; *promotion* to Associate Professor, Department of Elementary and Early Childhood Education; 9-month contract; effective August 10, 2017

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Mary Langford-Hall; *promotion* to Associate Professor, Department of Communicative Disorders; 9-month contract; effective August 10, 2017

Duanjun Lu; *promotion* to Associate Professor, Department of Physics, Atmospheric Sciences, and GeoSciences; 9-month contract; effective August 10, 2017

Yumi Park; *promotion* to Associate Professor, Department of Art; 9-month contract; effective August 10, 2017

Annette King Pridgen; *promotion* to Associate Professor, Department of Accounting; 9-month contract; effective August 10, 2017

Leniece Smith; *promotion* to Associate Professor, Department of Political Science; 9-month contract; effective August 10, 2017

April Tanner; *promotion* to Associate Professor, Department of Computer Science; 9-month contract; effective August 10, 2017

Xing Yang; *promotion* to Associate Professor, Department of Mathematics and Statistical Science; 9-month contract; effective August 10, 2017

**Mississippi Valley State University**

Gloria Ross, Assistant Professor, Department of Health, Physical Education & Recreation; 12-month contract; effective August 14, 2017

**University of Mississippi Medical Center**

David A. Felton, Professor, Care Planning and Restorative Sciences, School of Dentistry; 12-month contract; effective July 1, 2017

**University of Southern Mississippi**

Richard Kravchak, Professor, School of Music; 12-month contract; effective July 1, 2017

Terry Markham Puckett, *from* Chair, Department of Geography and Geology; 12-month; ending June 30, 2017; *to* Professor, Department of Geography and Geology; 9-month contract; effective August 14, 2017

Zhifu Xie, Professor, Department of Mathematics; 9-month contract; effective August 14, 2017

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4. **Sabbatical**

**Jackson State University**

Lomارش Roopnarine, Professor of Caribbean Studies, History & Philosophy, College of Liberal Arts, *from* salary of \$69,045 per annum, pro rata; 9-month contract; E&G Funds; *to* salary of \$34,523 per annum, pro rata for sabbatical period; E&G Funds; effective August 17, 2107 to December 17, 2017; professional development

**University of Southern Mississippi**

Jonathan Pluskota, Assistant Professor of Mass Communication and Journalism, *from* salary of \$61,500 per annum, pro rata; 9-month contract; E&G funds, *to* salary of \$30,750 per annum for sabbatical period; E&G funds; effective August 14, 2017 to May 17, 2018; professional development

5. **Emeritus Status**

**University of Southern Mississippi**

David C. Beckett, Professor Emeritus of Biological Sciences, effective July 1, 2017

6. **Other Actions**

**University of Mississippi**

*(Corrections to sabbatical dates approved February 16, 2017)*

**FROM:** Charles K. Ross, Professor of History; *from* salary of \$130,127 per annum, pro rata; *to* salary of \$48,798 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2018 to May 12, 2018; professional development

**TO:** Charles K. Ross, Professor of History; *from* salary of \$130,127 per annum, pro rata; *to* salary of \$48,798 per annum, pro rata for sabbatical period; E&G Funds; effective January 22, 2019 to May 10, 2019; professional development



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1. **SYSTEM – APPROVAL OF INDEPENDENCE DAY TO BE CELEBRATED JULY 3 AND 4, 2017**

The Governor has issued a Proclamation authorizing state offices to be closed for the July 4th holiday on July 3 and 4, 2017. As a result, and in keeping with Board Policy 805.08 Official Holidays, approval is sought from the Board to close the Executive Office and university offices on July 3, in addition to July 4, 2017, in celebration of Independence Day.

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

# REGULAR AGENDAS

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**1. SYSTEM – APPROVAL FOR FIRST READING FOR BOARD POLICY SECTION 500 – ACADEMIC AFFAIRS**

Board approval for first reading is requested for the proposed new Board Policy §521 Adult Degree Completion Program as indicated below.

**521 ADULT DEGREE COMPLETION PROGRAM**

**A. GENERAL POLICY**

The Complete 2 Compete (C2C) Initiative statewide program was developed to encourage Mississippi adults who have completed some college, but earned no degree, to return to college and finish what they started. The Adult Degree Completion Program provides adult learners with a flexible path to a bachelor's degree and is one option for returning students to obtain degree completion through the C2C Initiative. The Adult Degree Completion Program is intended to serve adult learners who have earned at least 90 credit hours but have not completed a baccalaureate degree and have not attended a postsecondary institution in the past twenty-four months based on last date of attendance. The curriculum may be individualized for each adult learner based on coursework completed and career goals.

**1) ADULT DEGREE COMPLETION PROGRAM**

Each IHL institution may offer the Adult Degree Completion Program as an emphasis under an existing baccalaureate program or as a new baccalaureate program. An IHL institution may choose to list discipline-specific concentrations for the programs under the Adult Degree Completion Program on the adult learner's final transcript.

A student may not be enrolled in the Adult Degree Completion Program and another baccalaureate degree program simultaneously. Admission to the Adult Degree Completion Program does not provide for admission to other baccalaureate degree programs at the IHL institutions; however, an institution may choose to allow a transfer path from the Adult Degree Completion Program to another baccalaureate degree program within their institution.

**2) ADMISSION TO ADULT DEGREE COMPLETION PROGRAM**

A student is eligible for admission to the Adult Degree Completion Program if he/she has earned at least 90 credit hours but has not completed a baccalaureate degree, and has not attended a postsecondary institution in the past twenty-four months based on last date of attendance.

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All earned credit for college-level academic credit-bearing work earned before admission into the C2C Initiative may be accepted to satisfy the Adult Degree Completion Program degree requirements. Transfer coursework for which a student earned a grade of “D” may be accepted to satisfy the Adult Degree Completion Program degree requirements. All failing grades (e.g., “F” grades) received before admission to the Adult Degree Completion Program may be disregarded but should count in credit hours attempted to determine financial aid eligibility. Additional requirements may be established by the admitting institution.

**3) INSTITUTIONAL POLICIES**

- a. Adult learners returning to postsecondary education through the C2C Initiative may choose the Adult Degree Completion Program and only the requirements set forth in this policy may apply. For the Adult Degree Completion Program, additional degree requirements, catalog year requirements, and academic residency requirements may be waived by an institution.
- b. An adult returning to postsecondary education through the C2C Initiative may choose a baccalaureate degree program other than the Adult Degree Completion Program, and institutional policies and degree requirements will apply. Institutional readmission policies will apply to adult learners who choose a baccalaureate program other than the Adult Degree Completion Program.

**4) MINIMUM ADULT DEGREE COMPLETION PROGRAM REQUIREMENTS**

- a. The minimum number of hours required in the Adult Degree Completion Program is 120 credit hours. Credits earned through prior learning assessment, competency-based education, or regionally-accredited Career Technical programs may be included as part of the 120 hours.
- b. A program grade point average (GPA) of 2.0 must be earned. This may be the only GPA requirement that an adult learner in the Adult Degree Completion Program must satisfy to meet graduation requirements from an IHL institution. Only the credit hours required for the degree will be used to calculate the program GPA.
- c. Of the 120 credit hours required for the Adult Degree Completion Program, minimum requirements are as follows:

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General Education Core Curriculum ( <i>IHL Policy 512 Core Curriculum</i> )	30 credit hours
Credit in residence at the awarding institution	30 credit hours
Upper-Division Credit	30 credit hours

2) FINANCIAL HOLDS

Adult learners with previous financial holds returning through the C2C Initiative must establish a repayment plan with the admitting institution prior to enrolling and registering for classes.

3) TUITION AND FEES

Tuition and fees for enrollment in courses will be assessed according to the established tuition and fee schedule at each IHL institution.

4) DELIVERY FORMAT

The format (e.g., online, accelerated, hybrid, face-to-face) of the courses offered in the Adult Degree Completion Program may be determined by the admitting institution.

5) REPEATED COURSES

Grades of “F” earned while enrolled in the Adult Degree Completion Program may be repeated to earn a grade that satisfies the Adult Degree Completion Program degree requirements. The highest grade may stand as the official grade, and in that case, only the highest grade earned may be calculated in the Adult Degree Completion Program GPA.

6) PRIOR LEARNING ASSESSMENT AND COMPETENCY-BASED EDUCATION

The Adult Degree Completion Program may integrate prior learning assessment (PLA) and competency-based education (CBE) into university coursework. PLA and CBE credits may apply toward the Adult Degree Completion Program degree requirements.

- a. PLA credit may include individualized student portfolios, evaluation of corporate and military training, program evaluations, challenge exams, and standardized exams. Credit earned through PLA may count as lower-division or upper-division credit. Credit earned through PLA shall not count toward the 25 percent residency requirement for the degree-awarding institution. The types of PLA accepted may be determined by the IHL institution.

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- b. CBE credit may include demonstrated mastery of competencies embedded into a conventional curriculum comprised of courses (course/credit-based approach) and evaluation of student achievement solely on the demonstration of competencies (direct assessment). In the Adult Degree Completion Program, an institution may accept up to 25 percent of the degree requirements as CBE. This requirement may be waived for institutions that have gained SACSCOC approval to offer an entire program as direct assessment or a hybrid direct assessment competency-based educational program where at least 50 percent of the competency-based program is direct assessment. Credit earned through CBE may count as lower-division or upper-division credit. Credit earned through CBE may count toward the 25 percent residency requirement for the degree-awarding institution. The types of CBE accepted may be determined by the IHL institution.

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

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**1. SYSTEM – REQUEST FOR APPROVAL OF FISCAL YEAR 2018 OPERATING BUDGETS**

Approval is requested for the fiscal year ending 2018 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 2017-2018 Ayers Budgets,
- Fiscal Year 2017-2018 Athletic Budgets, and
- Fiscal Year 2017-2018 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 2019 PROPOSED FUNDING PRIORITIES**

Proposed funding priorities are required for the 2019 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. ASU – REQUEST TO INSTITUTE STUDENT ACTIVITIES FEE (FINAL APPROVAL)**

**Agenda Item Request:** Alcorn State University (ASU) requests final approval to institute a Student Activities Fee to provide an independent source of funding for the Student Government Association to host events such as concerts, educational speakers and other lyceum attractions.

Specifically, ASU requests approval to institute a \$15.00 per semester Student Activities Fee applicable to all full-time students during the fall and spring semesters. Students will not be charged the fee during the summer semesters. The fee will be assessed for fall and spring semesters only beginning with FY 18.

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The AY 2017 budget for student activities is \$36,100.00. However, this budget and previous budgets have been insufficient for monetary needs of the Student Government Association on campus. A Student Activities Fee will provide supplemental funding for this budget and will be administered by the Student Assessment Board to ensure that the money is spent on events specifically for the student body.

**Estimated Revenue:** Based on current enrollment, ASU projects this fee to generate approximately \$94,000.00 of new revenue annually.

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

**4. JSU – REQUEST TO APPROVE A BOND RESOLUTION FOR \$6 MILLION FOR THE JACKSON STATE UNIVERSITY EDUCATIONAL BUILDING CORPORATION FOR THE PURPOSE OF REIMBURSING EXPENDITURES FOR IMPROVEMENTS AND MAINTENANCE OF FACILITIES, TO REVIEW THE FINANCIAL ADVISOR’S REPORT, AND TO APPROVE BOND COUNSEL, FINANCIAL ADVISOR AND UNDERWRITER**

**Agenda Item Request:** Board approval is requested for a Resolution authorizing Jackson State University Educational Building Corporation (“Jackson State University EBC”) to issue up to a maximum aggregate principal amount of \$6,000,000 of debt obligations (however denominated) to reimburse the University for expenditures made for improvements to, and maintenance of, the facilities of the University (the “Debt Obligations”). The Debt Obligations may be sold through an underwriter in a public offering or privately placed with institutional investors.

**Contractor’s Legal Name:** First Southwest, a division of Hilltop Securities, Inc., will serve as the financial advisor. Jones Walker LLP will serve as bond counsel, in accordance with the terms of the Contractual Agreement for Legal Services approved by the Office of the Attorney General. Raymond James & Associates, Inc. will serve as underwriter and/or as placement agent, depending on the manner in which the Debt Obligations are sold.

**History of Contract:** New contract.

**Specific Type of Contract:** Debt Obligations (however denominated).



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**Purpose:** Improvements to the facilities of the University and facilities maintenance costs are being financed to spread the costs of the improvements and maintenance over the economic life of the improvements and maintenance, and thereby, improve cash flow and cash reserves.

**Scope of Work:** Bond documentation, obtaining rating from rating agencies, and private placement of the Debt Obligations with institutional investors or the public sale of the Debt Obligations.

**Term of Contract:** The Debt Obligations will mature no longer than 30 years from the dated date.

**Termination Options:** The Bond issue documents will contain redemption provisions which can be used in case of market changes.

**Contract Amount:** Maximum aggregate principal amount of \$6,000,000 for refinancing the costs of improvements to, and maintenance of, facilities.

**Funding Source for Contract:** Existing cash flow from the projects refinanced with the Debt Obligations.

**Board Staff Recommendation:** Board Policy 906 states *“Refinancing or Defeasing of Outstanding Debt. Outstanding debt of the educational building corporation may be refinanced in accordance with the provisions of this policy. Prior to Board consideration of an institution’s request to issue debt of the educational building corporation to refinance outstanding debt of the institution or the educational building corporation, the financial advisor must provide the Board with an independent analysis showing potential net present value (NPV) savings based on current market conditions. The institution’s request must include naming the bond counsel and senior underwriter(s) selected by the board of the educational building corporation. After consideration of the financial advisor’s analysis and other factors that the Board deems material, the Board may approve the issuance of debt by the educational building corporation, in the discretion of the authorized representatives of the educational building corporation to refinance outstanding debt of the institution or the educational building corporation, which authorization may be conditioned on the specific level of NPV savings being achieved. Refinancing or defeasing of debt does not require a subsequent meeting of the Board of Trustees provided the financial advisor has provided a report demonstrating adequate net present value savings and the bond resolution and form of bond documents have been presented to and approved by the Board.”*

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The institution is presenting the Financial Advisor's report for the Board's review along with the intent, justification, and project professionals. In addition, the institution is also requesting approval of the bond resolution and form of bond documents.

The bond resolution and form of bond documents are approved by the Attorney General's Office. Pending receipt and review of the Financial Advisor's report, Board staff recommends Board WAIVE second meeting requirement and move FINAL approval.

**5. UMMC – REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH INO THERAPEUTICS LLC D/B/A MALLINCKRODT**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **INO Therapeutics, LLC d/b/a Mallinckrodt** for the INOtherapy System and related services.

**Contractor's Legal Name:** **INO Therapeutics, LLC d/b/a Mallinckrodt (Mallinckrodt)**

**History of Contract:** While this is a new agreement, the Board previously approved a contract between UMMC and Ikaria in June 2012 for the unlimited use of INOMAX (nitric oxide) pharmaceutical medical-grade gas and related services. The initial term of the contract was for three (3) years, beginning July 1, 2012 and ending June 30, 2015. On June 18, 2015, the Board approved UMMC's request to enter into an amendment to extend the term of the agreement for one (1) year, ending June 30, 2016. On June 16, 2016, the Board approved UMMC's request to enter into a second amendment to extend the term of the agreement for one (1) year which brought the total term of the agreement to five (5) years, beginning July 1, 2012 and ending June 30, 2017. In addition to extending the term, the Board also approved UMMC's request to add additional funds, bringing the total approved cost of the agreement to \$12,100,000.00 for the five (5) year term.

**Specific Type of Contract:** INOtherapy Services Agreement

**Purpose:** Under this agreement, Mallinckrodt will provide UMMC with the medical grade gas INOMAX and the INOtherapy system for delivery of the gas. INOMAX is a pharmaceutical medical grade gas used to treat neonatal and adult patients for hypoxic respiratory failure associated with pulmonary hypertension, where it improves oxygenation and reduces the need for extracorporeal membrane oxygenation.

**Scope of Work:** Under the agreement, Mallinckrodt will provide:

- INOMAX (nitric oxide) pharmaceutical grade gas for inhalation,
- delivery devices for the administration of INOMAX,

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- INOcal purified calibration gases for calibrating the delivery devices,
- disposables, adaptors, parts and accessories,
- training & in service,
- 24/7 technical & customer support,
- test gas program & monthly system check-out kits,
- routine preventative maintenance & updates for delivery devices,
- replacement/repair of delivery devices as needed,
- routine scheduled pick-ups and deliveries of INOMAX cylinders, related supplies and disposables,
- emergency deliveries of INOMAX cylinders, delivery devices, calibration gas, and disposables as needed, and,
- reimbursement support services.

Mallinckrodt will also observe and follow UMMC's rules and policies while at UMMC's facilities and will determine, based on UMMC's requests and volume of use, the number of INOtherapy systems to be provided and held as inventory at UMMC's facilities.

UMMC agrees to the following:

- use of the INOtherapy system only with Mallinckrodt compatible equipment, devices, software, or other accessories,
- administration of the INOtherapy system by adequately trained and qualified personnel only,
- compliance with all instructions, warning, documentation, guidance or other applicable recommendations provided by Mallinckrodt,
- no modification of any INOtherapy system without the written permission of Mallinckrodt, and
- to promptly review invoices to ensure the running total of the allotted hours is accurately recorded.

**Term of contract:** The initial term of the contract is one (1) year beginning July 1, 2017. After the initial term, the agreement will renew for four (4) additional periods of one-year each unless either party provides written notice at least thirty (30) days prior to the then-current term of its intent not to renew. UMMC is requesting approval of a five (5) year term ending June 30, 2022.

**Termination Options:** The agreement may be terminated for the following.

- by either party with at least thirty (30) days written notice prior to the end of the initial or renewal contract term,

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- by either party for a material breach of the agreement upon thirty (30) days notice of opportunity to cure,
- by either party for convenience upon thirty (30) days written notice, and
- failure by Mallinckrodt to comply with the federal E-Verify Program.

**Contract Amount:** The total estimated cost for the contract term is \$19,253,451.20. UMMC shall pay a flat monthly rate for an allotted 25,000 hours per year for INOtherapy services. If UMMC's use exceeds the annual allotted hours, UMMC shall pay an hourly rate for the INOtherapy services. Each year, Mallinckrodt and UMMC shall meet to discuss fees for the use of INOtherapy for the next contract year. If the parties fail to agree to pricing, UMMC shall pay the hourly rate plus CPI. If this situation occurs and the rate is not acceptable to UMMC, UMMC would cease use of INOtherapy services and exercise its right to terminate the Agreement early. The projected cost is as follows:

	Bronze Package	Overage Hours*	Total
Year 1	\$2,742,996.00	\$605,000.00	\$3,347,996.00
Year 2**	\$2,935,005.72	\$647,350.00	\$3,582,355.72
Year 3	\$3,140,456.12	\$692,664.50	\$3,833,120.62
Year 4	\$3,360,288.05	\$741,151.02	\$4,101,439.06
Year 5	\$3,595,508.21	\$793,031.59	\$4,388,539.80
Total	\$15,774,254.10	\$3,479,197.10	\$19,253,451.20

*\* UMMC does not expect to use more than 25,000 hours of INOtherapy, but has calculated an overage of 5,000 hours for the potential variability.*

*\*\* UMMC has included a 7% annual increase for potential price increases. Mallinckrodt has historically raised prices by approximately 5% each year.*

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

**Contractor Selection Process:** Mallinckrodt is the sole source provider for INOMAX and INOtherapy Systems. In March 2017, UMMC advertised its intent to award the contract to Mallinckrodt as sole source and received no objections.

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

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*personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approval by the Attorney General's Office is pending receipt from UMMC of a copy of P-1 certification of sole source from the DFA. Board staff approval of this item contingent upon Attorney General's receipt of the requested documentation.*

**6. UMMC – REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH THE MISSISSIPPI ORGAN RECOVERY AGENCY, INC. (MORA)**

**Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with the **Mississippi Organ Recovery Agency, Inc. (MORA)** for the provision of organs suitable for use in UMMC transplant programs.

**Contractor's Legal Name:** Mississippi Organ Recovery Agency, Inc. (MORA)

**History of Contract:** While this is a new agreement, the Board previously approved a contract between UMMC and MORA in August 2012 for the period August 24, 2012 through August 23, 2017 for an estimated total cost of \$34,033,600.

**Specific Type of Contract:** New Transplant 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),

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- 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,
- 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.

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,
- obtain from each prospective transplant recipient an appropriate Release of Liability for the benefit of MORA, and
- provide MORA with follow-up reports concerning the transplant recipients.

**Term of Contract:** The term of the agreement is for five (5) years – August 24, 2017 through August 23, 2022.

**Termination Options:** The agreement may be terminated for the following:

- in the event funds are not available,
- by either party at any time upon 90 days' prior written notice,
- failure by MORA to comply with the federal E-Verify Program, and
- immediately upon MORA's breach of the following warranties and ongoing representations:
  - that their officers, directors and employees have not or are not:
    - excluded from participation for any reason in any federal or state health care program,
    - been 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.
  - if MORA is to receive any patient information, that appropriate safeguards are in place to ensure privacy and confidentiality are maintained.

**Contract Amount:** The total estimated contract cost for the five (5) year agreement is \$49,543,500.00. Kidney Organ Acquisition Charges may vary by 10% above or below the

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fee set forth in the Agreement to ensure compliance with CMS financial standards. Fees are subject to adjustment annually upon prior written notice to UMMC. The annual breakdown based upon projected procedures is as follows:

Year 1	\$7,816,952
Year 2	\$8,873,502
Year 3	\$9,852,513
Year 4	\$9,852,513
Year 5	\$11,886,205
Total	\$49,543,500

**Funding Source of Contract:** The agreement will be funded by patient revenues.

**Contractor Selection Process:** MORA is the organ procurement organization designated for this region by United Network for Organ Sharing (UNOS).

**Staff Recommendation:** Based on Board Policy 707.01, *Land, Property and Service Contracts*, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

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

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

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

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

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

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

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



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

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

**APPOINTMENT OF DESIGN PROFESSIONAL / APPROVAL OF BUDGET  
MODIFICATIONS AND/OR CHANGES OF SCOPE/FUNDING SOURCE(S)**

**IHL PROJECTS .....**

**1. UM – IHL 207-431 – Crosby Hall Bathroom Renovations**

**Project Request:** The University of Mississippi requests approval to appoint McCarty Architects as the design professional for the Crosby Hall Bathroom Renovations project. In addition, the University of Mississippi requests approval to increase the project budget from \$3,000,000.00 to \$6,000,000.00, for an increase of \$3,000,000.00.

**Project Phase:** Pre-Design Phase

**Proposed Design Professional:** McCarty Architects

**General Contractor:** TBD

**Selection Method:** The project budget exceeds \$3M so the university used the RFQ method for the selection of the design professional.

**Purpose/Justification:** The University of Mississippi is requesting permission to appoint the design professional and increase the project budget in to reflect a more accurate cost estimate.

**Project Scope:** Crosby Hall is a 10-story concrete frame and masonry building constructed in 1971 which houses 700 residents. There are three (3) communal bathrooms per floor. This project will renovate all the bathrooms within the facility. Phasing of the project may be required. However, the current desire is to conduct an

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aggressive construction project that will work ‘around-the-clock’ in multiple shifts to renovate the bathrooms over a summer break. The design professional will assist the university in determining the extent of the project scope and budget; and finally produce design/construction documents for the scope determined.

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

**Project Initiation Date:** January 19, 2017

**Project Budget:**

	<b>Current Budget</b>	<b>Proposed Budget</b>	<b>Amount (+/-)</b>
Construction Costs	\$ 2,400,000.00	\$ 4,875,000.00	\$2,475,000.00
Architectural and Engineering Fees	\$ 158,000.00	\$ 306,146.50	\$ 148,146.50
Miscellaneous Project Costs	\$ 57,000.00	\$ 35,100.00	\$ (21,900.00)
Furniture & Equipment Costs	\$ 0.00	\$ 0.00	\$ 0.00
Contingency	\$ 385,000.00	\$ 783,753.50	\$ 398,753.50
<b>Total Project Budget</b>	<b>\$ 3,000,000.00</b>	<b>\$ 6,000,000.00</b>	<b>\$ 3,000,000.00</b>

**Proposed Funding Source(s):** Student Housing Revenues and Reserves  
(\$6,000,000.00)

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

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**APPROVAL OF OTHER REAL ESTATE REQUESTS**

**2. UM – Approval of Purchase/Lease of Property – Baptist Memorial Health Care Corporation – 2301 South Lamar Avenue – Oxford, Mississippi**

**Project Request:** The University of Mississippi requests approval to purchase property located at 2301 South Lamar Avenue in Oxford, MS from Baptist Memorial Health Care Corporation (Baptist) in the amount of \$22,000,000. In addition, the University of Mississippi also requests, upon purchase of this property, to lease the property back to Baptist so that it may continue to operate the Hospital until Baptist's new facility is ready for occupancy. The estimated date for the transfer of occupancy is January 2018. The initial lease period is 18 months from the date of closing.

**Purpose:** To purchase property located at 2301 South Lamar Avenue, Oxford, Mississippi that consist of a 428,516 square foot building, a parking facility, and approximately 14.495 acres of land. The property is critical to the long-range growth of the University of Mississippi, providing space to accommodate departments, functions, and activities which can function equally as well or better outside the core of campus, and thereby providing additional space to expand the academic core of campus.

Upon purchase, the university is also seeking to lease the property back to Baptist for a period of 18 months from the date of closing. This will allow the university to acquire the property while still allowing Baptist to use the facility until the new hospital is complete.

**Lease Terms:** The initial lease period is 18 months from the date of closing. Under the lease, Baptist will be responsible for all costs customarily paid by a commercial tenant in a triple net lease, including all costs of operations, property insurance, taxes, assessments, utilities, repairs, replacements, and regular maintenance of the Hospital during the lease period. Baptist will pay the University an amount equal to 0.65% of the purchase price per month from the date of closing until the end of initial lease period. If the lease extends beyond 18 months, rental payments increase to 120% of the base rent until the seller vacates the property.

The base rent is \$143,000 per month (\$1,716,000 per year) with the first payment due upon commencement of the Lease and each monthly installment due on the monthly anniversary date of the commencement date.

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**Termination Options:** The University of Mississippi may terminate the Agreement if Baptist fails to close and will be refunded the earnest money and reimbursed for up to \$75,000 of its out-of-pocket costs. Baptist may terminate this Agreement if the University fails to close and will receive the earnest money as liquidated damages. Baptist and the University hereby agree that if the University should default under this Agreement, the amount of damages incurred by Baptist would be difficult, if not impossible, to determine, and the amount specified in this Section as liquidated damages represents a good faith reasonable estimate by the parties of the amount of damages that Baptist would incur in such event, and said liquidated damages do not constitute a penalty.

Baptist shall have the right to terminate the Lease at any time during the Lease Term by giving the University 90 days prior written notice of such termination. The University shall have the right to terminate the Lease if Baptist defaults by failure to pay or perform in accordance with the terms of the Lease; is the subject of a bankruptcy, receivership or property assignment; files for or is deemed bankrupt; has a receiver appointed; or makes a general assignment to creditors. In the case of a total loss of the Leased Premises, the University may terminate the Lease if the holder of any indebtedness secured by a mortgage or Deed of Trust covering the Leased Premises requires that the insurance proceeds be applied to such indebtedness.

**Appraisals:** The University of Mississippi received two independent property appraisals for the property. The first appraisal was in the amount of \$22,000,000. The second appraisal was in the amount of \$24,300,000. The average of the two appraisals was \$23,150,000.

The university is purchasing the property for a total of \$22,000,000 which is below the average of the property's two appraised values for the property listed above.

**Property Description:** A parcel of land located in the NW ¼ of Section 33, Township 8 South, Range 3 West, Lafayette County, Mississippi.

The property consists of an irregular-shaped tract of land of approximately 14.88 acres bounded by Elliott Drive to the north, Medical Park Drive to the east, Belk Drive to the south and South Lamar Boulevard to the west. The property is developed with the Baptist Memorial Hospital - North Mississippi, a five-story hospital that contains approximately 428,516 square feet of medical space. The hospital was originally built in 1964 and has been renovated and expanded numerous times since its original construction. The property also contains a four-story parking garage with 670 parking spaces that was constructed in 1998, and an underground parking facility constructed in 2003 with 75 parking spaces. There are also surface parking areas with

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290 parking spaces. The general area surrounding the Property consists of medical offices and residential developments, with a few commercial/retail developments along South Lamar Boulevard in the vicinity.

**Closing Terms:** The closing shall be held in Oxford, Mississippi, by 5:00 p.m. on or before sixty (60) days after IHL approval or such earlier date as may be agreed to between the parties. The sale price will be \$22,000,000. However, the purchase price will be offset by the amount of lease payments received.

**Funding Source:** Internal R&R Funds

**Environmental Phase I:** A Phase I Environmental Site Assessment (ESA) has been conducted on the property. Based on site inspection, interviews with key site personnel and regulatory officials, adjacent property inspections, and record reviews, no recognized environmental conditions are evident at the subject property that would warrant further investigation.

A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Mississippi is acting in accordance with Board Policy §905(A), Real Estate Management, that requires an institution acquiring or disposing of real property to receive two independent appraisals, as well as requires Board approval for the execution of all leases. The purchase price of property to be acquired shall not exceed the average of the two appraisals. The university is also acting in accordance with Board Policy §905(B), Real Estate Management, that requires a Phase I or more detailed environmental report be completed by qualified personnel and submitted to the Board's Real Estate and Facilities Office.

***Staff Recommendation: The Associate Commissioner for Legal Affairs has reviewed and approved this item. Board staff recommends approval of this item.***

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

The University of Mississippi Medical Center requests approval to renew a contract with Bradley, Arant, Boulton, Cummings, LLP as outside counsel to advise on healthcare regulatory and compliance matters, healthcare administrative hearings and general healthcare related matters. The term of the contract will be July 1, 2017 through June 30, 2018. The rate will be \$245 per hour with a maximum amount payable under this contract term of \$175,000. The Attorney General has approved this request.

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

**2. MSU - 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. 55-36806 for Mississippi State University.

**3. UMMC - 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. 55-37659-1 for the University of Mississippi Medical Center

**4. SYSTEM – REQUEST FOR APPROVAL FOR FINAL ADOPTION OF NEW POLICY 201.0104 REMOVAL OF BOARD MEMBERS**

Board approval for final adoption is requested regarding the below proposed new Board Policy 201.0104 Removal of Board Members. This item was presented for first reading during the Board's May 2017 meeting. No further changes have been made since that first reading. The new policy is proposed in order to assist our universities with compliance with SACS reviews by stating in the policy some of the mechanisms for the removal of a Board member.

**201.0104      REMOVAL OF BOARD MEMBERS**

Members of the Board of Trustees are state officials appointed by the Governor and confirmed by the Senate. As such, they may only be removed from office pursuant to specific Mississippi statutory or constitutional provisions. Some examples of legal mechanisms for removal of a Board member are as follows:

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- a. Pursuant to Art. 6 §175 of the Mississippi Constitution, public officers shall be removed for willful neglect of duty or misdemeanor in office upon conviction.
- b. Pursuant to Miss. Code Ann. § 25-5-1, if any public officer is convicted or pleads guilty or nolo contendere to any felony, other than manslaughter or any violation of the United States Internal Revenue Code, or corruption in office, or of gambling or dealing in futures with money coming to his hands by virtue of his office, any court of this state shall adjudge the defendant removed from office; and the office of the defendant shall thereby become vacant. If any such officer is found by inquest to be of unsound mind during the term for which he was elected or appointed, or shall be removed from office by the judgment of a court of competent jurisdiction or otherwise lawfully, his office shall thereby be vacated.

When any such officer is found guilty of a crime which is a felony under the laws of this state or which is punishable by imprisonment for one (1) year or more, other than manslaughter or any violation of the United States Internal Revenue Code, in a federal court or a court of competent jurisdiction of any other state, the Attorney General of the State of Mississippi shall promptly enter a motion for removal from office in the Circuit Court of Hinds County in the case of a state officer, and in the circuit court of the county of residence in the case of a district, county or municipal officer. The court, or the judge in vacation, shall, upon notice and a proper hearing, issue an order removing such person from office and the vacancy shall be filled as provided by law.

- c. Pursuant to Miss. Code Ann. § 25-4-109 (2), concerning a violation of the Miss. Ethics in Government Statutes, removal can occur as follows:

Upon a finding by clear and convincing evidence that any nonelected public servant has violated any provision of this article, the Ethics Commission may censure the nonelected public servant or impose a civil fine of not more than Ten Thousand Dollars (\$10,000.00), or both. The Ethics Commission may further recommend to the Circuit Court for Hinds County that the nonelected public servant be removed from office, suspended, or subjected to a demotion or reduction in pay.

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



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1. **SYSTEM – APPROVAL FOR FINAL READING OF PROPOSED AMENDMENTS TO BOARD BYLAW 301.0802 INSTITUTIONAL EXECUTIVE OFFICER ASSESSMENT/EVALUATION**

Board approval for first reading is requested regarding the below proposed amendments to the Bylaw 301.0802 Institutional Executive Officer Assessment/Evaluation. The amendment changes the evaluation requirement from one to two years.

**301.0802 Institutional Executive Officer Assessment/Evaluation**

The objective of the Institutional Executive Officer Assessment/Evaluation is to promote good communication and build strong working relationships between the Institutional Executive Officer (IEO), the Commissioner, the Board of Trustees, and the campus constituencies. The assessment is designed to provide each Institutional Executive Officer with feedback on performance and the opportunity for professional reflection and development. The performance reviews of the IEOs will be conducted at least every year two years.

- A. The Commissioner of Higher Education has primary responsibility for the annual two-year evaluation of the IEO. The Commissioner's annual two-year evaluation shall include at a minimum:
1. An assessment of institutional performance at the system level,
  2. An assessment of individual performance goals and specific performance indicators reflective of long-term strategic institutional goals, and
  3. A written evaluation by the Commissioner.
- B. The Commissioner will seek input on IEO performance from on-campus constituent groups and external constituencies.
- C. The Commissioner will share the written evaluation of the IEO with the person being assessed and will provide the IEO with a copy and the opportunity to add a statement responding to the assessment and adding any additional information as appropriate. The written evaluation and any IEO response will then be shared with the Board of Trustees. Based on the results of the evaluation, the Commissioner may ask the IEO to develop a written improvement plan for the following year that will be approved by the Commissioner.
- ~~D. Based on the results of the evaluation, a written, personal development plan for the following year shall be developed by the IEO and approved by the Commissioner.~~
- E. The Commissioner shall report to the Board of Trustees the process being used for IEO assessment at the beginning of each annual two-year cycle.

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

# INFORMATION AGENDAS

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**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE  
MAY 18, 2017 BOARD MEETING SUBMISSION DEADLINE**

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

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

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

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

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

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

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

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**DELTA STATE UNIVERSITY**

**1. DSU– GS 102-237 – Caylor White Walters-Ph III**

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

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

Board staff approved Change Order #5 in the amount of \$0.00 and forty-three (43) additional days to the contract of Sullivan Enterprises, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, April 28, 2017

Change Order Description: Change Order #5 includes the following items: forty-three days (43) added to the contract.

Change Order Justification: This change was due to delays in the backorder of a custom door.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$64,676.64.

Project Initiation Date: August 19, 2010

Design Professional: Architecture South, P.A.

General Contractor: Sullivan Enterprises, Inc.

Total Project Budget: \$1,261,848.00

**2. DSU– GS 102-255 – Central Mechanical Plant-Ph II**

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

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

Board staff approved Change Order #4 in the amount of \$0.00 and one hundred fifteen (115) additional days to the contract of Acey Mechanical, LLC. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, April 28, 2017

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Change Order Description: Change Order #4 includes the following items: one hundred fifteen days (115) added to the contract.

Change Order Justification: This change was due to delays in the turn around time of change order #3 which affected the completion date and was not the responsibility of the contractor.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$225,099.61.

Project Initiation Date: August 15, 2013

Design Professional: Engineering Resource Group, Inc.

General Contractor: Acey Mechanical, LLC

Total Project Budget: \$2,000,000.00

**3. DSU- GS 102-262 – Young Mauldin Cafeteria Renovations**

**Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Burris/Wagnon Architects.

Approval Status & Date: APPROVED, May 1, 2017

**Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, May 1, 2017

Project Initiation Date: October 16, 2014

Design Professional: Burris/Wagnon Architects

General Contractor: TBD

Total Project Budget: \$9,180,791.00

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**MISSISSIPPI STATE UNIVERSITY**

**4. MSU– GS 105-352 – Library Expansion, Mitchell Memorial Library**

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

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

Board staff approved Change Order #4 in the amount of \$19,300.60 and two (2) additional days to the contract of West Brothers Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, April 20, 2107

Change Order Description: Change Order #4 includes the following items: revise the rough-ins in gallery B; add steel at the elevators for plates & cutting column; add conduit/power to the new communications panel at the stacks and for CCTV; add bureau of buildings plaque; hardware modification for six (6) storefront doors; and two (2) days to the contract.

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

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$21,820.59.

Project Initiation Date: August 15, 2013

Design Professional: Foil Wyatt Architects & Planners, PLLC.

General Contractor: West Brothers Construction, Inc.

Total Project Budget: \$8,300,000.00

**5. MSU- GS 113-136 – Meat Science Laboratory**

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

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

Board staff approved Change Order #2 in the amount of \$9,199.14 and twenty-five (25) additional days to the contract of Construction Services, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

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Approval Status & Date: APPROVED, May 4, 2107

Change Order Description: Change Order #2 includes the following items: additional fire dampers, layer of gypsum board, sleeves and fire-rated materials; install head and jamb at one door; include chiller and hot water systems wiring and programming; credit for all truncated dome tiles; additions & changes to door hardware; twenty-two (22) days due to weather delays and three (3) additional days (for work) added to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total credit amount of \$51,125.57.

Project Initiation Date: October 17, 2013

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

General Contractor: Construction Services, Inc.

Total Project Budget: \$8,200,000.00

**6. MSU– IHL 205-276 – Residence Hall North**

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

Board staff approved Change Order #3 in the amount of \$437,588.00 and forty-five (45) additional days to the contract of W.G. Yates & Sons Construction, Inc.

Approval Status & Date: APPROVED, May 3, 2107

Change Order Description: Change Order #3 includes the following items: revise the exterior balcony exterior edge using standard pavers instead of bullnose; simplify the metal detailing at the parapet above the entry vestibules, the detailing and sub-framing at the roof fascia, soffit and frieze; repair and relocation of the existing gas lines; add an in-ground fire department connection valve box; add an interior storefront and door at the Center for America's Veterans (CAV); revise the vertical fan coil unit access doors from 48 inches tall to 60 inches tall; revise the closet hardware at all bedrooms to be fixed instead of vertically adjustable; add furrount at the divider wall at each bedroom closet and provide concealed sprinkler heads; omit redundant ceiling framing and gypsum board at CAV electrical & data rooms, take walls to sub-ceiling above; revise the fan coil unit pic valves to be actuated ball valves with a circuit setter; revise models of televisions throughout the project to currently available models; add power to the kitchen hoods at

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apartments; add four (4) light fixtures at accessible bedrooms; omit the fire alarm connection for the solenoid valve at the electrical and data rooms; lengthen the duct length in CAV attic; add power, water & drain for the dishwasher at the CAV kitchen; add gypsum board ceilings at the Residence Hall 4<sup>th</sup> floor electrical data & trash rooms; add fire dampers at the top of the duct shafts at the attic; provide credit for installation labor at the Giles Hall electrical feeder; request for additional days due to weather; frame & finish drywall window pockets at the ceilings at sixty-five (65) locations; revisions to the door hardware; add card readers & electrified hardware at A & B area stairwell doors; omit auto operators from C doors into A & B area, floors two through four; add data outlets at the housing office reception desk; add fire alarm connections at the fire pump room and at the tamper/flow switches; install a breaker for the bus stop; install a 200A breaker for RV pedestals; add a fire damper at the air transfer above the ceiling in the rated wall at apartments in the south building; relocate a 24" storm drain at the east side of the site stair; revision to the CAV duct; relocation of the fire water line south of CAV located beneath the future fountain; reconciliation of the controls allowance; revise the size of area C return grilles at eight (8) locations; add conduit to the existing code blue station on site from the south building; add handrails at both residence hall building attic catwalks and equipment mezzanines; add decorative steel security gates at three (3) apartment patio locations; revisions made to the irrigation system; add a decorative railing at lobby areas; increase the bracket thickness and add returns at the horizontal rods; add shelves & brackets at the dryers in the south building laundries at four (4) locations; relocate the construction fence & silt fence at the RV pedestals, PEX water, plywood and grass mat; add sod at the south hillside in lieu of erosion mat; allow temporary elevator use for two elevators; install a privacy partition at the window in the women's restroom at CAV; remove the security gate at the north building first floor stair; increase the height of the retaining wall at the central courtyard by two feet; add parking lot striping west of the north building entry, west of CAV and north of the south building entry; add a sleeve under paving at CAV; add access control at the CAV interior corridor doors at two locations; provide additional communications and power conduit over the top of the multipurpose room to serve the east wing; add access control, pull handles & exterior core/cylinder at three exterior doors, add power & water at a lounge ice maker and revise millwork at a lounge ice maker in the housing offices; add millwork to the mail/copy room; add relays for one elevator per building to run on emergency power; add curbs at four (4) attic mezzanine locations; add new frames & covers for the existing junction boxes in new sidewalks at three (3) locations; add sheath and insulate the sprinkler pipe above the soffit at the south building breezeway; add a permanent galvanized water line, valve boxes and hose bibs for RV parking west of CAV; relocate the chase wall in the telecom rooms; add two (2) communication boxes with three (3) data drops at each south building main housing desks on the first floor; add floor door stops at the bathroom doors & closet doors; revise four (4) stainless sink locations with smaller bowls; add powered booster fan, duct, & high velocity grilles at each of the four (4) tower



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locations; provide temporary flex duct while wood ceilings are being installed; wrap the exposed north building C area beams with drywall; modify the millwork at the CAV break room; add five room signs at the CAV; raise the storm drain grates with a riser at seven (7) locations; add power & data at a site to reinstate an existing code blue station; remove high portions of paw prints at the south building breezeway and fill with concrete patch; replace double doors at the CAV multipurpose room; tie in the existing storm lines to the new inlet at the southwest corner of the site; add thickened and reinforced paving beneath the generator and other items in the enclosure at the south building; omit two parking islands west of the CAV; MSU agreed to repay the contractor for the temporary utilities paid by the contractor during the transition period in order to move the students in during that time; and forty-five days to the contract.

Change Order Justification: These changes were due to changes in requirements or recommendations by governmental agencies: i.e., revisions in building codes, safety or health regulations, controls on materials specified, etc.; errors and omissions in the plans & specifications; latent job site conditions; weather related delays; user/owner requested modifications; and days for work as indicated herein.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$1,031,486.00.

Project Initiation Date: May 15, 2014

Design Professional: McCarty Company/Hanbury Evans

General Contractor: W.G. Yates & Sons Construction Company

Total Project Budget: \$60,500,000.00

**7. MSU- IHL 205-278 – MSU nSPARC Data Center**

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

Board staff approved Change Order #2 in the amount of \$186,060.68 and seventy-seven (77) additional days to the contract of Burks-Mordecai Builders, Inc.

Approval Status & Date: APPROVED, April 28, 2017

Change Order Description: Change Order #2 includes the following items: relocate the utility transformer; reconciliation of the controls allowance; extended the generator warranty period and add a five (5) year preventive maintenance program; exterior door relocation; exterior lighting revisions; permanent drive relocation to include revised grading; additional storm drainage work; add concrete lintel above the windows; add

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gypsum board to the storage room; add electronic hardware for doors; and seventy-seven (77) days to the contract.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$214,561.71.

Project Initiation Date: November 20, 2014

Design Professional: Dale Partners Architects, P.A.

General Contractor: Burks-Mordecai Builders, Inc.

Total Project Budget: \$4,650,000.00

**8. MSU– IHL 205-279 – Addition and Renovation to Dudy Nobe Field-Polk-Dement Stadium**

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

Board staff approved the Award of Contract in the amount of \$47,272,500.00 to the apparent low bidder, JESCO, Inc.

Approval Status & Date: APPROVED, April 28, 2017

Project Initiation Date: May 21, 2015

Design Professional: Wier Boerner Allin Architecture

General Contractor: JESCO, Inc.

Total Project Budget: \$55,000,000.00

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**MISSISSIPPI UNIVERSITY FOR WOMEN**

**9. MUW– GS 104-184 – Fant Library Renovation – PH III (Build Out)**

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

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

Board staff approved Change Order #2 in the credit amount of \$1,364.47 and zero (0) additional days to the contract of Amason & Associates, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Approval Status & Date: APPROVED, April 20, 2017

Change Order Description: Change Order #2 includes the following items: credit for site utility modifications and related unused assumptions; credit for three (3) light fixtures (omitted); revisions to the page system and fire alarm devices; and to grind, polish, stain & seal the 2<sup>nd</sup> floor concrete.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$18,963.05.

Project Initiation Date: January 22, 2015

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

General Contractor: Amason & Associates, Inc.

Phased Project Budget: \$4,391,721.05

Total Project budget: \$8,249,000.00

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**MISSISSIPPI VALLEY STATE UNIVERSITY**

**10. MVSU – GS 106-257 – Edna Horton Renovation**

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

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

Board staff approved the Award of Contract in the amount of \$7,352,300.00 to the apparent low bidder, Timbo's Construction, Inc.

Approval Status & Date: APPROVED, April 28, 2017

Project Initiation Date: June 16, 2016

Design Professional: Shafer & Associates

General Contractor: Timbo's Construction, Inc.

Total Project Budget: \$8,700,000.00

**UNIVERSITY OF MISSISSIPPI**

**11. UM– IHL 207-413 – Greek Village Preliminary Lot Grading (Revised)**

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

Board staff approved Change Order #2 in the amount of \$5,537.71 and zero (0) additional days to the contract of Michael Pittman Construction Company, Inc.

Approval Status & Date: APPROVED, April 28, 2017

Change Order Description: Change Order #2 includes the following items: Additional 1" and 2" conduit (directional bore); additional #8 and #10 THHN; a lockable box with a back plate; two (2) red dot quad receptacle boxes and covers; a handy box; additional manhours; deductions of undercut excavation & borrow excavation; the addition of seven (7) concrete wheel stops; and a deduction of four (4) pipe bollards.

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

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$14,467.71.

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Project Initiation Date: December 17, 2015

Design Professional: Precision Engineers Corporation

General Contractor: Michael Pittman Construction Company, Inc.

Total Project Budget: \$1,933,636.00

**12. UM – IHL 207-434 – Chucky Mullins Drive Roundabout**

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

Board staff approved the Award of Contract in the amount of \$1,823,400.36 to the apparent low bidder, Xcavators, Inc.

Approval Status & Date: APPROVED, April 20, 2017

Project Initiation Date: April 20, 2017

Design Professional: Buchart Horn, Inc.

General Contractor: Xcavators, Inc.

Total Project Budget: \$2,500,000.00

**UNIVERSITY OF MISSISSIPPI MEDICAL CENTER**

**13. UMMC– IHL 109-210 (GC-001) – School of Medicine**

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

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

Board staff approved Change Order #11 in the amount of \$34,324.00 and zero (0) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, May 2, 2017

Change Order Description: Change Order #11 includes the following items: add metal studs and fire treated wood blocking for the mailbox supports; delete the steel support tubes at the overhead coiling grille; delete two (2) roller shades on the east side of the 4<sup>th</sup> floor; reroute the roof drain piping and spiral duct at the atrium ceiling of the 4<sup>th</sup> floor; add metal studs, insulation, sheathing and brake metal at the 1<sup>st</sup> floor connector to the existing; add metal stud furring and gypsum board to cover the existing brick veneer at the ground floor connector to the existing; provide a substitute light fixture for type “Y”

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specified fixture in the 1<sup>st</sup> floor of the existing; change the specified hinges for some of the double egress doors to continuous type hinges; change the specified hinges for another double egress door to wide throw type hinges; add concealed mounting cleats for inactive door leafs at two double egress doors; add jamb piece sections to the heavy glass wall system at a conference room; and add two (2) magnetic hold-open devices at one door;

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

Total Project Change Orders and Amount: Eleven (11) change orders for a total amount of \$809,942.00.

Project Initiation Date: June 16, 2011

Design Professional: Cooke Douglass Farr Lemons + Eley Guild hardy, Architects – Jackson, P. A. – A Joint Venture

General Contractor: Roy Anderson Corporation

Phased Project Budget: \$65,742,205.00

Total Project Budget: \$66,000,000.00

**14. UMMC – IHL 209-537 – Garage C & Roadway Revisions – Package A**

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

Board staff approved Change Order #3 in the credit amount of \$27,312.54 and one hundred seventy (170) additional days to the contract of Roy Anderson Corporation.

Approval Status & Date: APPROVED, May 2, 2017

Change Order Description: Change Order #3 includes the following items: irrigation allowance reconciliation; Building Management system allowance reconciliation; repair & paint the north retaining wall to match adjacent finishes; cap underground pipe and repair asphalt damaged by a water leak; additional network cabling in lieu of analog; replace three (3) non-rated doors with fire rated doors; relocate fire extinguishers; install film over door lites at the communications closets; install a concrete flume at the steep grade change; install a grate over the new areaway; install parking wheel stops at standpipes; relocate exit lights; install smoke and heat detectors in the elevator shaft; provide a dedicated circuit for the sump pump; repair a pole light; remove carflex and replace with flexible conduit; install an additional bollard; install a ladder extension; install a handrail at the new concrete flume; install a refrigerant piping cover; and one hundred seventy-seven days to the contract.

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

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$34,055.46.

Project Initiation Date: August 19, 2010

Design Professional: Cooke Douglas Farr Lemons, Architects & Engineers

General Contractor: Roy Anderson Corporation

Total Project Budget: \$20,000,000.00

**UNIVERSITY OF SOUTHERN MISSISSIPPI**

**15. USM– GS 108-283 – Bolton Hall Renovation**

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

**Approval Request #1: Contract Documents**

Board staff approved Contract Documents as submitted by Albert & Associates

Approval Status & Date: APPROVED, April 20, 2017

**Approval Request #2: Advertise**

Board staff approved request to advertise for receipt of bids.

Approval Status & Date: APPROVED, April 20, 2017

Project Initiation Date: February 18, 2015

Design Professional: Albert & Associates

General Contractor: TBD

Total Project Budget: \$3,200,000.00

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**16. USM– IHL 208-332 – Pride Field Turf and Fencing**

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

Board staff approved Change Order #1 in the credit amount of \$21,674.94 and eight (8) additional days to the contract of FieldTurf USA, Inc.

Approval Status & Date: APPROVED, May 15, 2017

Change Order Description: Change Order #1 includes the following items: deduct for fewer quantities used; inspection to determine course of action to repair inlet; additional tree removal, grading and sod; replacement of flares on the finials to match the fences on the campus; additional handrails for the ADA ramp at the tower to match the handrails on the other sections of the tower; handrails to be embedded into the ramp; fence relocation following extension of the retaining wall; and eight (8) days to the contract.

Change Order Justification: These changes were due to user/owner requested modifications; and additional days for work as indicated herein.

Total Project Change Orders and Amount: One (1) change order for a total credit amount of \$21,674.94.

Project Initiation Date: March 18, 2015

Design Professional: Neel-Schaffer

General Contractor: FieldTurf USA, Inc.

Total Project Budget: \$1,315,000.00

**17. USM – IHL 208-335 – Ross Boulevard Parking Project**

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

Board staff approved Change Order #1 in the credit amount of \$23,355.28 and zero (0) additional days to the contract of R&J Construction, Inc.

Approval Status & Date: APPROVED, April 28, 2017

Change Order Description: Change Order #1 includes the following items: deduction for existing soil pumping; add backfill/borrow; Portland Soil Cement Treatment; excavation of debris and backfill/borrow.



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Change Order Justification: These changes were due to latent job site conditions.

Total Project Change Orders and Amount: One (1) change order for a total credit amount of \$23,355.28.

Project Initiation Date: May 19, 2016

Design Professional: Neel-Schaffer, Inc.

General Contractor: R & J Construction, Inc.

Project Budget: \$1,350,000.00

**18. USM – IHL 210-245 – Toxicology Building Replacement**

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

Board staff approved Change Order #4 in the amount of \$18,593.00 and thirty-seven (37) additional days to the contract of Dan Hensarling, Inc.

Approval Status & Date: APPROVED, May 4, 2017

Change Order Description: Change Order #4 includes the following items: delete twelve (12) peristaltic pumps; delete the signage; saw, cut demo, relocate and patch the floor drain at the exposure chambers; add an oxygen line to the outside pad; add eight (8) ½” cast acrylic sheets and one (1) 3/8” cast acrylic sheet for exposure chambers size revisions; add control cabling and terminations to the aquaculture equipment; delete the automatic openers; add door closers; and thirty-seven (37) days to the contract.

Change Order Justification: These changes were due to user/owner requested modifications; and additional days for work as indicated herein.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$171,105.00.

Project Initiation Date: August 21, 2008

Design Professional: Allred Architectural Group

General Contractor: Dan Hensarling, Inc.

Total Project Budget: \$4,900,000.00

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**1. SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL**

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

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 4/19/17) from the funds of Alcorn State University. (This statement, in the amount of \$1,960.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 1,960.00**

Payment of legal fees for professional services rendered by Julie Brown (statement dated 5/5/17) from the funds of Mississippi State University. (This statement, in the amount of \$1,320.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 1,320.00**

Payment of legal fees for professional services rendered by Ware Immigration (statement dated 5/1/17) from the funds of Mississippi State University. (This statement, in the amount of \$3,000.00, represents services and expenses in connection with immigration/labor certification.)

**TOTAL DUE.....\$ 3,000.00**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 5/10/17) from the funds of the University of Mississippi. (This statement, in the amount of \$120.00, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 120.00**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 2/28/17, 4/12/17, 4/14/17, 4/20/17 and 4/21/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$14,723.68, \$588.00, \$1,886.50, \$21,287.28 and \$2,905.35, respectively, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 41,390.81**

Payment of legal fees for professional services rendered by Watkins & Eager (statements dated 4/7/17, 4/7/17, 4/7/17, 4/14/17, 4/14/17, 4/14/17, 4/14/17, 4/14/17 and 4/14/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,476.75, \$759.00, \$412.50, \$660.00, \$577.50, \$2,574.00, \$1,138.50, \$2,334.75 and \$330.00, respectively, represent services and expenses in connection with legal advice.)

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**TOTAL DUE.....\$ 10,263.00**

Payment of legal fees for professional services rendered by Whitfield Law Group (statements dated 4/4/17) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,006.50, \$660.00, \$30,444.66, \$462.00, \$1,039.50, \$1,512.00, \$1,561.00, \$2,274.00 and \$6,851.50, represent services and expenses in connection with legal advice.)

**TOTAL DUE.....\$ 45,810.66**

Payment of legal fees for professional services rendered by Mayo|Mallette (statement dated 5/8/17) from the funds of the University of Southern Mississippi. (This statement, in the amount of \$148.50, represents services and expenses in connection with general legal advice.)

**TOTAL DUE.....\$ 148.50**

Payment of legal fees for professional services rendered by Ware Immigration (statements dated 5/1/17) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$30.35, \$125.00, \$72.07, \$20.90, \$4,000.00, \$51.00 and \$21.00, represent services and expenses in connection with immigration/labor certifications.)

**TOTAL DUE.....\$ 4,320.32**

**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 9/14/16, 3/24/17, 3/31/17, 4/3/17, 4/14/17, 4/14/17, 4/14/17, 4/14/17, 4/14/17 and 4/14/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "High Power Density, Full-Bridge Parallel Loaded Resonant DC-DC Converter for Low-Voltage, High Current Applications" - \$900.00; "Cancer Therapeutic Use of Occidiofungin" - \$120.00; "Engineering the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity against Fungal Species" - \$527.50; "Engineering the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity against Fungal Species" - \$1,545.50; Listeria and Salmonella Assay Methods: - \$120.00; "Therapeutics for Breathing Disorders" - \$3,912.00; "Cancer Therapeutic Use of Occidiofungin" - \$2,231.00; "Chambers Provisional" - \$4,035.00; "Unsymmetrical Bis (Azolium) Salts: Bioactive Agents and Precursors to CCC-NHC Pincer and Bimetallic Complexes" - \$280.50 and "System and Methods for Pest Reduction" - \$1,008.00, respectively.)

**TOTAL DUE.....\$ 14,679.50**

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Payment of legal fees for professional services rendered by Mendelsohn Dunleavy (statements dated 4/25/17, 4/25/17, 5/3/17 and 5/3/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Occidiofungin, A Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans" - \$65.00; "Engineering of the Production of a Conformational Variant of Occidiofungin that has Enhanced Inhibitory Activity against Fungal Species" - \$162.50; "Occidiofungin, A Unique Antifungal Glycopeptide Produced by a Strain of Burkholderia Contaminans" - \$1,815.00 and "Phenoxyalkyl Pyridinium Oxime Therapeutics for Treatment of Organophosphate Poisoning" - \$1,676.00, respectively.)

**TOTAL DUE.....\$ 3,718.50**

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 3/22/17, 3/22/17, 3/22/17 and 4/24/17) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: "Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production" - \$3,059.50; "Methods of Synthesizing Graphene from a Lignin Source" - \$1,767.00; "Extruder Device" - \$367.50 and "Novel Catalysts and Process for Liquid Hydrocarbon Fuel Production" - \$678.00, respectively.)

**TOTAL DUE.....\$ 5,872.00**

Payment of legal fees for professional services rendered by Butler|Snow (statement dated 4/24/17) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patent: "Cache Mapping Technology Matter" - \$2,248.50.)

**TOTAL DUE.....\$ 2,248.50**

Payment of legal fees for professional services rendered by Hershkovitz & Associates (statements dated 4/7/17, 4/16/17, 4/16/17, 4/19/17, 5/1/17, 5/2/17 and 5/12/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: "Economic Process for the Isolation of Cannabinoids from Cannabis" - \$8,680.10; "Potent Immunostimulants from Microalgae" - \$4,015.75; "Potent Immunostimulants from Microalgae" - \$1,233.29; "Potent Immunostimulants from Microalgae" - \$1,813.56; "Compositions containing Delta-9-THC-Amino Acid Esters" - \$958.47; "Economic Process for the Isolation of Cannabinoids from Cannabis" - \$663.60 and "Potent Immunostimulants from Microalgae" - \$457.10, respectively.)

**TOTAL DUE.....\$ 17,821.87**

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Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 4/24/17) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Stabilized Formulation of Triamcinolone Acetonide” - \$28.50; “Stabilized Formulation of Triamcinolone Acetonide” - \$6,954.75; “Stabilized Formulation of Triamcinolone Acetonide” - \$28.50; “Stabilized Formulation of Triamcinolone Acetonide” - \$28.50; “Stabilized Formulation of Triamcinolone Acetonide” - \$28.50; “Stabilized Formulation of Triamcinolone Acetonide” - \$28.50; “Lipid Nanoparticle Compositions” - \$78.00; “Indolizine-based Donors as Organic Sensitizer Components” - \$427.50; “Gas Separating Membranes” - \$3,947.50 and “Stabilized Formulation of Triamcinolone Acetonide” - \$3,155.50, respectively.)

**TOTAL DUE.....\$ 14,705.75**

Payment of legal fees for professional services rendered by Stites & Harbison (statement dated 3/30/17) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$996.50, represents services and expenses in connection with intellectual property patents.)

**TOTAL DUE.....\$ 996.50**

Payment of legal fees for professional services rendered by Butler|Snow (statements dated 3/24/17 and 4/14/17) from the funds of the University of Southern Mississippi. (These statements represents services and expenses in connection with the following patents: “Covalent Attachment of Bacteriophages to Polymeric Surfaces” - \$1,285.00 and “Covalent Attachment of Bacteriophages to Polymeric Surfaces” - \$646.16, respectively.)

**TOTAL DUE.....\$ 1,931.16**

**2. DSU – EMERGENCY APPROVAL TO CONTRACT WITH MAYO MALLETTE, PLLC AS OUTSIDE COUNSEL**

Trustee Alan Perry, as Board Legal Committee Chair, on behalf of the Board, has approved the Delta State University’s emergency request to contract with the law firm of Mayo Mallette PLLC for the provision of legal services related to a contract dispute and possible litigation. The approved hourly rates are \$165 for Pope Mallette, \$135 for Paul Watkins and \$65 per hour for paralegal services, with a maximum amount payable of \$50,000.00. The term of the contract is for one year from the date of approval and execution.

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**1. SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL**

The following item was 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 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On June 1, 2017, Commissioner Glenn F. Boyce approved the request enter into a lease agreement with Natchez-Adams County School District for the use of classroom and office space for the school district’s Early College High School in ASU’s MGA Building on the Natchez campus. The term of the lease is for 12 months from June 15, 2017 through June 15, 2018. The school district will pay to ASU total rental fee of \$61,776 plus a one-time technology fee of \$125 per student per school year, as well as the salary of one full-time maintenance employee at a total cost of \$18,096. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- b. **MSU** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On June 8, 2017, Commissioner Glenn F. Boyce approved the request to enter into a lease agreement with the USDA Animal and Plant Health Inspection Service (APHIS) for six offices plus parking in the J.S. Scales building in Starkville, MS for use by the USDA APHIS as its National Wildlife Agricultural and Forestry Experiment Station on research of common interest. This is a revenue generating contract with a term of ten years beginning August 1, 2017 and ending July 31, 2027. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- c. **UMMC** – In accordance with Board Policy 707.01 Land, Property, and Service Contracts, “The Commissioner is authorized and empowered to approve non-oil, gas and mineral leases in an amount equal to or less than \$100,000.” On June 1, 2017, Commissioner Glenn F. Boyce approved the request to enter into a rental agreement with Respironics, Inc. for the rental of OmniLab Advanced + Heated Tube Humidifier Core Package equipment for the sleep lab. The term of this agreement is one year beginning on or about June 15, 2017 at a total cost of \$1,800 or \$15 per unit per month to be billed monthly. The IHL Associate Commissioner for Legal Affairs has reviewed and approved the contract documents.
- d. **SYSTEM** – On May 19, 2017, Commissioner Glenn F. Boyce reviewed and approved the Quarterly Employment Reports which lists all hires and all

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separations for the period beginning January 1, 2017 and ending March 31, 2017. These reports are required by Board Policies 401.0102 Delegation of Authority and 801.09 Resignations. The Executive Office financial staff has reviewed and approved the institutions' submissions. A copy of these reports will be maintained in the IHL Department of Finance and Administration.

- e. **SYSTEM** - In accordance with Board Policy 613 Athletics subsection (c) Athletic Tickets, each institution is required to submit a summary of their most recent annual Complimentary Athletic Ticket activity. On May 19, 2017, Commissioner Glenn F. Boyce approved the Fiscal Year 2017 Complimentary Athletic Tickets Report. The IHL financial staff have reviewed and approved the institutions' submissions.