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CONSENT AGENDA**

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April 30 - May 1, 2018
Houston, Texas

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MEETING OF THE BOARD

1. Minutes - U. T. System Board of Regents: Approval of Minutes of the regular meetings held on February 26-27, 2018; and the special called meetings held on February 15, 2018, and March 19, 2018

2. Resolution - U. T. System Board of Regents: Adoption of resolution regarding the list of Key Management Personnel authorized to have access to classified government contracts (Managerial Group) to reflect addition of Michael J. Heidingsfield, Director of Police, The University of Texas System, to the Managerial Group

To comply with the Department of Defense National Industrial Security Program Operating Manual (NISPOM) requirements, it is recommended that the Board of Regents approve the revised resolution set forth below regarding the list of Key Management Personnel (KMP) authorized to have access to classified government contracts. The revision reflects the addition of the Director of Police to the Managerial Group.

A Resolution amending the Managerial Group list was last adopted by the Board of Regents on December 15, 2017.

NISPOM defines KMP as "officers, directors, partners, regents, or trustees." The Manual requires that the senior management official and the Facility Security Officer must always be designated as part of the Managerial Group and be cleared at the level of the Facility Clearance. Other officials or KMPs, as determined by the Defense Security Service, must be granted Personal Security Clearances or be formally excluded by name from access to classified material.

RESOLUTION

BE IT RESOLVED

- a. That those persons occupying the following positions at The University of Texas System and The University of Texas at Austin shall be known as the Managerial Group, having the authority and responsibility for the negotiation, execution, and administration of Department of Defense (DoD) or User Agency contracts, as described in DoD 5220.22-M, "National Industrial Security Program Operating Manual" (NISPOM):

William H. McRaven, Chancellor, The University of Texas System
David E. Daniel, Ph.D., Deputy Chancellor, The University of Texas System
Gregory L. Fenves, Ph.D., President, The University of Texas at Austin
Daniel T. Jaffe, Ph.D., Vice President for Research, The University of Texas
at Austin

Francis J. Landry III, Facility Security Officer (FSO), The University of Texas
System/Security Manager, Applied Research Labs, The University of Texas
at Austin

Patrick H. Vetter, Insider Threat Program Senior Official (ITPSO), The University of Texas System/Assistant Security Director, Applied Research Labs, The University of Texas at Austin

James R. (Trey) Atchley III, Chief Inquiry Officer, The University of Texas System

Helen T. Mohrmann, Chief Information Security Officer, The University of Texas System

Michael J. Heidingsfield, Director of Police, The University of Texas System

The Chief Executive Officer (i.e., the Chancellor) and the members of the Managerial Group have been processed, or will be processed, for a personnel security clearance for access to classified information to the level of the facility security clearance granted to this institution, as provided for in the NISPOM.

The Managerial Group is hereby delegated all of the Board's duties and responsibilities pertaining to the protection of classified information under classified contracts of the DoD or User Agencies of the NISPOM awarded to U. T. System, including U. T. Austin.

- b. That the following named members of the U. T. System Board of Regents shall not require, shall not have, and can be effectively excluded from access to all classified information in the possession of U. T. System, including U. T. Austin, and do not occupy positions that would enable them to affect adversely the policies and practices of the U. T. System, including U. T. Austin, in the performance of classified contracts for the Department of Defense or User Agencies of the NISPOM awarded to the U. T. System, including U. T. Austin, and need not be processed for a personnel security clearance:

Members of the U. T. System Board of Regents:

Sara Martinez Tucker, Chairman

Jeffery D. Hildebrand, Vice Chairman

Paul L. Foster, Vice Chairman

Ernest Aliseda

David J. Beck

Kevin P. Eltife

R. Steven Hicks

Janiece Longoria

James Conrad Weaver

Jaciel Castro, Student Regent from June 1, 2017 to May 31, 2018 (nonvoting)

AUDIT, COMPLIANCE, AND RISK MANAGEMENT COMMITTEE

No items for Consent Agenda

FINANCE AND PLANNING COMMITTEE

3. Contract (funds going out) - U. T. System: Amendment to existing contract with ERP Analysts, Inc. for PeopleSoft break-fix support and enhancement services

Agency: ERP Analysts, Inc.

Funds: Amendment to existing contract for addition of up to \$1,000,000 bringing the estimated total to \$2,000,000

Period: Commencing on September 1, 2018, and ending no later than April 1, 2019. U. T. System will have the option to renew the agreement for three additional, one-year terms.

Description: Amendment of existing agreement with ERP Analysts, Inc. to continue providing professional services necessary to support break-fix support and enhancement services in the following PeopleSoft application suites: Finance, Human Capital Management, Campus Solutions and PeopleSoft Interaction Hub (formally PeopleSoft Portal). The initial contract was approved by the Board on May 10, 2017. The initial contract was competitively bid.

4. Contract (funds going out) - U. T. System: Amendment to existing contract with The Burgundy Group, Inc. for PeopleSoft break-fix support and enhancement services

Agency: The Burgundy Group, Inc.

Funds: Amendment to existing contract for an addition of up to \$1,000,000 bringing the estimated total to \$2,000,000

Period: Commencing on September 1, 2018, and ending no later than April 3, 2019. U. T. System will have the option to renew the agreement for three additional, one-year terms.

Description: Amendment of existing agreement with The Burgundy Group, Inc. to continue providing professional services necessary for break-fix support and enhancement services in the following PeopleSoft application suites: Finance, Human Capital Management, Campus Solutions and PeopleSoft Interaction Hub (formally PeopleSoft Portal). The initial contract was approved by the Board on May 10, 2017. The initial contract was competitively bid.

5. Contract (funds going out) - U. T. System: Amendment to existing contract with Everfi, Inc. to provide training courses, including web-based alcohol education and sexual assault prevention services

Agency: Everfi, Inc.

Funds: The total contract amount, as amended, is \$1,203,106

Period: Initial agreement commenced April 1, 2016. Amendment extends term to March 31, 2021.

Description: Everfi, Inc. will provide students, faculty, and staff of U. T. institutions with a variety of training courses, including web-based alcohol education and sexual assault prevention services. The original contract was competitively bid. This is an amendment of the original agreement to include all U. T. health institutions, in addition to all U. T. academic institutions already covered in the original agreement, and to expand the courses available. The amendment also extends the end date of the agreement from June 1, 2019, to March 31, 2021. The agreement was not previously submitted for Board approval because the total contract amount was below the approval threshold.

6. Real Estate Report - U. T. System: Summary Report of Separately Invested Assets Managed by U. T. System

**THE UNIVERSITY OF TEXAS SYSTEM
SEPARATELY INVESTED ASSETS
Managed by U. T. System
Summary Report at February 28, 2018**

	FUND TYPE							
	Current Purpose Restricted		Endowment and Similar Funds		Annuity and Life Income Funds		TOTAL	
	Book	Market	Book	Market	Book	Market	Book	Market
Land and Buildings:								
Ending Value 11/30/2017	\$ 1,666,059	\$ 9,703,165	\$ 97,198,479	\$ 245,188,176	\$ 253,270	\$ 388,286	\$ 99,117,808	\$ 255,279,627
Increase or Decrease	-	-	-	(864,954)	-	-	-	(864,954)
Ending Value 02/28/2018	<u>\$ 1,666,059</u>	<u>\$ 9,703,165</u>	<u>\$ 97,198,479</u>	<u>\$ 244,323,222</u>	<u>\$ 253,270</u>	<u>\$ 388,286</u>	<u>\$ 99,117,808</u>	<u>\$ 254,414,673</u>
Other Real Estate:								
Ending Value 11/30/2017	\$ 4	\$ 4	\$ 6	\$ 6	\$ -	\$ -	\$ 10	\$ 10
Increase or Decrease	-	-	-	-	-	-	-	-
Ending Value 02/28/2018	<u>\$ 4</u>	<u>\$ 4</u>	<u>\$ 6</u>	<u>\$ 6</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 10</u>	<u>\$ 10</u>

Report prepared in accordance with Sec. 51.0032 of the *Texas Education Code*. Details of individual assets by account furnished on request.

Note: Surface estates are managed by the U. T. System Real Estate Office. Mineral estates are managed by U. T. System University Lands. The royalty interests received from the Estate of John A. Jackson for the John A. and Katherine G. Jackson Endowed Fund in Geosciences are managed by the U. T. Austin Geology Foundation, with the assistance of the Bureau of Economic Geology.

ACADEMIC AFFAIRS COMMITTEE

7. **Report - U. T. System Academic Institutions: Fiscal Year 2017 Post-Tenure Review**

In accordance with *Texas Education Code* Section 51.942 and Regents' *Rules and Regulations*, Rule 31102, the following report on the Fiscal Year 2017 post-tenure review for the U. T. System academic institutions is provided by the Executive Vice Chancellor for Academic Affairs.

During Fiscal Year 2017, 456 tenured faculty members at the eight academic institutions with tenured faculty were subject to post-tenure review. Of the faculty members reviewed, 436 or 95.6% were evaluated as Meets or Exceeds Expectations; 17 or 3.7% received Does Not Meet Expectations; and three received Unsatisfactory evaluations. Twenty-one faculty members retired or resigned before their post-tenure reviews.

The following summary tables provide additional details of the post-tenure review results for Academic Year 2016-2017.

Summary of Post-Tenure Review Results

	Total Actually Reviewed	Total Exceeding Expectations	Total Meets Expectations	Total Does Not Meet Expectations	Total Unsatisfactory	Decided to Retire or Resign Before Review
UTA	54	32	21	1	0	2
UTAUS	163	55	96	10	2	6
UTD	59	13	45	1	0	1
UTEP	38	17	17	3	1	2
UTPB	9	0	9	0	0	0
UTRGV	66	49	16	1	0	6
UTSA	50	22	27	1	0	4
UTT	17	12	5	0	0	0
Total	456	200	236	17	3	21
		43.9%	51.8%	3.7%	0.7%	

Post-Tenure Review Results by Gender

	Actually Reviewed		Exceeding Expectations		Meets Expectations		Does Not Meet Expectations		Unsatisfactory		Decided to Retire or Resign Before Review	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
UTA	40	14	22	10	17	4	1	0	0	0	1	1
UTAUS	124	39	44	11	71	25	7	3	2	0	5	1
UTD	49	10	10	3	38	7	1	0	0	0	1	0
UTEP	28	10	10	7	14	3	3	0	1	0	0	2
UTPB	8	1	0	0	8	1	0	0	0	0	0	0
UTRGV	40	26	28	21	11	5	1	0	0	0	5	1
UTSA	36	14	18	4	18	9	0	1	0	0	3	1
UTT	12	5	10	2	2	3	0	0	0	0	0	0
Total	337	119	142	58	179	57	13	4	3	0	15	6

Post-Tenure Review Results by Ethnicity

	Total Actually Reviewed					Exceeds Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTA	36	0	2	16	0	22	0	1	9	0
UTAUS	146	9	2	4	2	49	2	1	3	0
UTD	48	0	0	10	1	9	0	0	3	1
UTEP	22	1	12	3	0	11	0	4	2	0
UTPB	7	0	1	1	0	0	0	0	0	0
UTRGV	25	1	19	16	5	23	0	14	8	4
UTSA	31	2	6	9	2	12	0	3	7	0
UTT	15	0	0	2	0	11	0	0	1	0
Total	330	13	42	61	10	137	2	23	33	5

	Meets Expectations					Does Not Meet Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTA	13	0	1	7	0	1	0	0	0	0
UTAUS	87	7	1	0	1	9	0	0	0	1
UTD	38	0	0	7	0	1	0	0	0	0
UTEP	10	0	6	1	0	1	1	1	0	0
UTPB	7	0	1	1	0	0	0	0	0	0
UTRGV	2	1	5	7	1	0	0	0	1	0
UTSA	19	2	3	2	1	0	0	0	0	1
UTT	4	0	0	1	0	0	0	0	0	0
Total	180	10	17	26	3	12	1	1	1	2

	Unsatisfactory					Decided to Retire/Resign Before Review				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTA	0	0	0	0	0	2	0	0	0	0
UTAUS	1	0	0	1	0	5	0	1	0	0
UTD	0	0	0	0	0	1	0	0	0	0
UTEP	0	0	1	0	0	1	0	1	0	0
UTPB	0	0	0	0	0	0	0	0	0	0
UTRGV	0	0	0	0	0	2	0	3	0	1
UTSA	0	0	0	0	0	4	0	0	0	0
UTT	0	0	0	0	0	0	0	0	0	0
Total	1	0	1	1	0	15	0	5	0	1

PRESENT STATUS OF EACH PERFORMANCE THAT DOES NOT MEET EXPECTATIONS:

U. T. Arlington: Faculty member is currently contesting the Post-Tenure Evaluation, so the process is ongoing. An improvement plan is not yet in place.

U. T. Austin: Department Chairs and Deans will monitor performance each year and provide feedback through the Annual Review process.

U. T. Dallas: The faculty member is working with the respective Dean to develop a performance improvement plan.

U. T. El Paso: Faculty whose performance have rated as "marginal" have met with their Department Chairs and Deans and have agreed to a performance improvement plan, including specific goals and benchmarks in teaching, research, and/or service deemed below expectation in the evaluation.

U. T. Rio Grande Valley: Significant concerns were raised regarding the quality and impact of the publications presented by the faculty member. A meeting with the Department Chair and Dean was held to establish an action plan with concrete initiatives to address the aforementioned issues.

U. T. San Antonio: The faculty member has been placed on a faculty development plan.

PRESENT STATUS OF EACH UNSATISFACTORY PERFORMANCE:

U. T. Austin: Department Chairs and Deans have established faculty development support plans for the faculty members placed in the unsatisfactory review category. These will be monitored on an annual basis.

U. T. El Paso: The faculty member met with the Department Chair and Dean and has agreed to a performance improvement plan including specific goals and benchmarks in teaching, research, and/or service deemed below expectation in the evaluations.

8. Foreign Contract (funds coming in) - U. T. Arlington: To provide a training program for engineers from the China National Petroleum Corporation

Agency: China National Petroleum Corporation

Funds: \$442,585

Period: April 1, 2018 through July 31, 2018

Description: U. T. Arlington will provide a training program in project management and business management for 30 engineers from China, who have traveled to the United States for the program.

9. Contract (funds going out) - U. T. Arlington: Instructional Connections, LLC to continue to provide student coaching services for online courses

Agency: Instructional Connections, LLC

Funds: \$5,300,000

Period: June 1, 2018 through December 31, 2019

Description: U. T. Arlington will extend its current agreement with Instructional Connections, LLC to provide student coaching services for online courses for a 19-month period, during which time U. T. Arlington will conduct a Request for Proposal process for these services. On February 9, 2012, the Board of Regents approved an agreement between U. T. System and Instructional Connections, for use by U. T. institutions on a job order basis. U. T. Arlington has continued using services provided by Instructional Connections under that agreement and requests approval of this contract extension under an exclusive acquisition justification.

10. Contract (funds going out) - U. T. Arlington: Service Agreement under which Advent, LLC will provide consulting services to assist with on-campus signage for advertising and marketing.

Agency: Advent, LLC

Funds: Not to exceed \$3,300,000

Period: Three-year initial term beginning March 16, 2018 and ending March 15, 2021, with two optional one-year extension terms

Description: This agreement allows U. T. Arlington to license its trademarks and obtain brand signage and additional campus marketing services on an as-needed, project-by-project basis, through a detailed contract addendum that designates the scope of work, schedule, and fees for each project. Addendum #1 covers services for U. T. Arlington's Lockheed Martin Career Development Center project. This agreement was competitively procured.

11. Contract (funds going out) - U. T. Austin: Jacobs Engineering Group Inc. to provide professional engineering/architectural services to campus facilities

Agency: Jacobs Engineering Group Inc.

Funds: Anticipated total costs expected to exceed \$2,500,000 over the maximum six-year contract period

Period: June 1, 2017 through May 31, 2018 (one-year contract with option to renew for up to five additional one-year periods). Contract is being brought forward for Board approval as expenditures are expected to exceed the \$2,500,000 threshold.

Description: Jacobs Engineering Group Inc. to perform professional engineering/architectural services, with projects varying in scope and size. Separate service agreements will be executed for individual projects. Jacobs Engineering Inc. was selected through a publicly advertised competitive request for qualifications process.

12. Contract (funds going out) - U. T. Austin: Shah Smith & Associates, Inc. to provide professional engineering/architectural services to campus facilities

Agency: Shah Smith & Associates, Inc.

Funds: Anticipated total costs expected to exceed \$2,500,000 over the maximum six-year contract period

Period: August 1, 2017 through July 31, 2018 (one-year contract with option to renew for up to five additional one-year periods). Contract is being brought forward for Board approval as expenditures are expected to exceed the \$2,500,000 threshold.

Description: Shah Smith & Associates, Inc. to perform professional engineering/architectural services, with projects varying in scope and size. Separate service agreements will be executed for individual projects. Shah Smith & Associates, Inc. was selected through a publicly advertised competitive request for qualifications process.

13. Interagency Agreement (funds coming in) - U. T. Austin: Interagency Cooperation Contract between U. T. Austin on behalf of Dell Medical School and the Texas Health and Human Services Commission concerning Austin State Hospital, and finding of public purpose

Agency: Texas Health and Human Services Commission (HHSC)

Funds: \$ 2,717,817

Period: February 1, 2018 through December 31, 2018

Description: This agreement provides that U. T. Austin Dell Medical School will provide HHSC with planning and related services focused on the creation of a mental health plan that defines the vision for the replacement of Austin State Hospital (ASH), incorporating a continuum of inpatient and outpatient psychiatric services on the ASH campus to serve the existing ASH catchment area. The total value of the contract is \$2,717,817. HHSC will reimburse expenses to U. T. Austin up to \$2,500,000. The remainder is an in-kind contribution by U. T. Austin personnel.

Finding of Public Purpose: In approving this item, the Board of Regents is also asked to determine that (1) the in-kind contribution of U. T. Austin personnel serves a public purpose appropriate to the function of U. T. Austin; (2) the benefit received by U. T. Austin in return is adequate; and (3) U. T. Austin has adequate safeguards in place to ensure that the public purpose will continue to be met during the term of the agreement.

U. T. Austin has determined that the public purpose will be met through benefits to U. T. Austin resulting from the joint creation of a continuum of care for inpatient and outpatient services for patients who may receive treatment through services provided by the U. T. Austin Dell Medical School on and off the ASH campus, as well as a redesign of community psychiatric services to increase efficiency and reduce costs for Travis County and central Texas. U. T. Austin therefore believes that the agreement serves a public purpose specific to the mission of the institution and that the U. T. Austin personnel providing the planning services will be able to ensure the public purpose is met during the term of the agreement.

14. Interagency Agreement (funds coming in) - U. T. Austin: Office of Admissions will maintain the Texas Common Application System for admission into colleges located in Texas on behalf of the Texas Higher Education Coordinating Board

Agency: Texas Higher Education Coordinating Board

Funds: Approximately \$3,216,000

Period: September 1, 2018 through August 31, 2022

Description: Interagency Cooperation Contract between U. T. Austin and the Texas Higher Education Coordinating Board. U. T. Austin will maintain ApplyTexas, the Texas Common Application System for admission into college (as prescribed in *Texas Education Code*, Section 51.762(g)), on behalf of the Texas Higher Education Coordinating Board and general academic teaching institutions and community colleges in Texas. This is an Interagency Cooperation Agreement entered into pursuant to the Interagency Cooperation Act, *Texas Government Code*, Chapter 771 under which U. T. Austin is providing services.

15. Request for Budget Change - U. T. Austin: Transfer \$8,000,000 from Vice President Business Affairs – Special Equipment Academic and Research Projects and Operations to Project Management and Construction Services – Bridgeway Building – Strategy and Policy Office Move/Renovation for Space Allocation Phase II move and renovations (RBC No. 9148) -- amendment to the 2017-2018 budget

16. Request for Budget Change - U. T. Austin: Transfer \$8,550,478 from Vice President Business Affairs – Special Equipment Academic and Research Projects and Operations to Project Management and Construction Services – Campus Main – Space Allocations Study Moves/Renovation Phase I for Space Allocation Phase I move and renovations (RBC No. 9154) -- amendment to the 2017-2018 budget

17. Request for Budget Change - U. T. Austin: Approval of Emeritus Titles

Ivo M. Babuska, from Professor to Robert B. Trull Chair Emeritus in Engineering, Department of Aerospace Engineering and Engineering Mechanics in the Cockrell School of Engineering (RBC No. 9128) -- amendment to the 2017-2018 budget

Simon S. Lam, from Professor to Regents Chair Emeritus in Computer Sciences #1, Department of Computer Science in the College of Natural Sciences (RBC No. 9147) -- amendment to the 2017-2018 budget

William Lawson, from Professor to Professor Emeritus, Department of Psychiatry in the Dell Medical School (RBC No. 9146) -- amendment to the 2017-2018 budget

Robert H. Wilson, from Professor to Mike Hogg Professor Emeritus of Urban Policy, Lyndon B. Johnson School of Public Affairs (RBC No. 9151) -- amendment to the 2017-2018 budget

18. Lease - U. T. Austin: Authorization to lease approximately 1,612 square feet of space located in U. T. Austin's Health Transformation Building at 1601 Trinity Street, Austin, Travis County, Texas, to University Federal Credit Union for office and banking use

Description: Lease of approximately 1,612 square feet of space on the 1st floor of the Health Transformation Building, located at 1601 Trinity Street, Austin, Travis County, Texas, within the institution's campus to University Federal Credit Union for office and banking use

Lessee: University Federal Credit Union

Lease Term: Ten-year initial term with three renewal options of five years each upon mutual agreement

Lease Value: \$3,695,289 estimated rental income for the initial 10-year term and three five-year renewal terms. The initial term will begin with an annual per square foot rate of \$60 and will increase to an \$80 annual per square foot rate by the final five-year renewal term. Lessee will be responsible for their pro-rata portion of operating expenses, initially estimated at \$17 per square foot. Lessor will provide a one-time tenant improvement allowance of \$137,020 for the cost of a mutually agreed build-out of the space.

Intended Use: Banking and office use

19. License - U. T. Austin: Authorization to license broadcasting tower space located at 5319 Buckman Mountain Road, Austin, Travis County, Texas, from American Towers, LLC, a Delaware limited liability company, for KUT and KUTX broadcasting purposes

Description: Two licenses for space on a broadcasting tower located at 5319 Buckman Mountain Road, Austin, Travis County, Texas from American Towers, LLC, a Delaware limited liability company, for KUT and KUTX broadcasting purposes

Licensor: American Towers, LLC, a Delaware limited liability company

License Term: Ten-year initial term, with three mutually approved renewal options of five years each

License Cost: The initial 10-year term will begin with an annual rate of \$174,000 and will increase by 3% per year through the final five-year renewal term. Licensee will be responsible for their own electrical expenses, initially estimated at \$4,000 per year. Licensee's estimated site-preparation and equipment installation cost is \$100,000. The cumulative gross cost of the initial 10-year term and three renewal terms are estimated to be \$6,543,921.

Intended Use: Broadcasting facility for KUT and KUTX

20. Foreign Contract (funds coming in) - U. T. Dallas: To provide instructional and program support for Center for Research and Innovation in Information and Communication Technologies (INFOTEC) Master's program

Agency: INFOTEC, a Mexican Federal Government Public Trust

Funds: Anticipated total revenues expected to be \$183,870 over the maximum 20-month contract period.

Period: May 1, 2018 through December 31, 2019. This is an updated service contract.

Description: U. T. Dallas to perform educational services for INFOTEC primarily in Mexico City, Mexico. U. T. Dallas will invoice INFOTEC for all related instructor, administrative, and travel fees. INFOTEC determined that U. T. Dallas was uniquely qualified to provide these services.

21. Contract (funds going out) - U. T. Rio Grande Valley: Job Order Contracting Agreement with Noble Texas Builders, LLC for building renovations and general construction campuswide

Agency: Noble Texas Builders, LLC

Funds: Anticipated total cost may exceed \$1,000,000 over the agreement term

Period: September 1, 2017 through August 31, 2020, with option to renew for two additional one-year terms

Description: Noble Texas Builders, LLC, will perform building renovations and general construction services on a job order basis. This contract was competitively procured.

22. Contract (funds going out) - U. T. Rio Grande Valley: Job Order Contracting Agreement with J.T. Vaughn Construction, LLC for building renovations and general construction campuswide

Agency: J.T. Vaughn Construction, LLC

Funds: Anticipated total cost may exceed \$1,000,000 over the agreement term

Period: September 1, 2017 through August 31, 2020, with option to renew for two additional one-year terms

Description: J. T. Vaughn Construction, LLC, will perform building renovations and general construction services on a job order basis. This contract was competitively procured.

23. Contract (funds going out) - U. T. Rio Grande Valley: Job Order Contracting Agreement with SpawGlass Contractors, Inc. for building renovations and general construction campuswide

Agency: SpawGlass Contractors, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 over the agreement term

Period: September 1, 2017 through August 31, 2020, with option to renew for two additional one-year terms

Description: SpawGlass Contractors, LLC, will perform building renovations and general construction services on a job order basis. This contract was competitively procured.

24. Request for Budget Change - U. T. Rio Grande Valley: New Hire with Tenure -- amendment to the 2017-2018 budget

The following Request for Budget Change (RBC) has been administratively approved by the Executive Vice Chancellor for Academic Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
College of Health Affairs					
School of Nursing					
Professor					
Sharon Radzynski (T)	6/18-8/31	100	12	140,000	9158

25. Request for Budget Change - U. T. Rio Grande Valley: Approval of Emeritus Titles

Robert Edwards, from Professor to Professor Emeritus, Department of Biology in the College of Sciences (RBC No. 9156) -- amendment to the 2017-2018 budget

Angela Scoggin, from Professor to Professor Emeritus, Department of Occupational Therapy in the College of Health Affairs (RBC No. 9157) -- amendment to the 2017-2018 budget

26. Gift - U. T. Rio Grande Valley: Authorization to accept a gift of approximately 35 acres of land located near the southwest corner of Haine Drive and VFW Road, Harlingen, Cameron County, Texas, from the South Texas Medical Foundation, for future campus expansion

Description: Gift of approximately 35 acres of land located near the southwest corner of Haine Drive and VFW Road, Harlingen, Cameron County, Texas; and authorization for the Executive Director of Real Estate to execute all documents, instruments, and other agreements, and to take all further actions deemed necessary or advisable to acquire the property. For not less than 20 years, the Gift shall be used by U. T. Rio Grande Valley (UTRGV) for medical education, research, and for health-related programs, including the construction of a facility for neurosciences. After the expiration of 20 years, UTRGV may use for the same or other purposes, sell, lease or otherwise develop all or any part of the property as UTRGV may deem to be in its best interests. Any proceeds received from such sale, lease or development shall be used by UTRGV to support medical education and research and health-related programs at UTRGV.

Donor: South Texas Medical Foundation, a Texas nonprofit corporation

Estimated Value: \$1,150,000 (Per independent appraisal prepared by Bryan S. Duffy of Robinson, Duffy & Barnard, L.L.P., dated March 12, 2018)

HEALTH AFFAIRS COMMITTEE

27. Report - U. T. System Health Institutions: Fiscal Year 2017 Post-Tenure Review

In accordance with *Texas Education Code* Section 51.942 and Regents' *Rules and Regulations*, Rule 31102, the following report on the Fiscal Year 2017 post-tenure review for the U. T. System health institutions is provided by the Executive Vice Chancellor for Health Affairs.

During Fiscal Year 2017, 202 tenured faculty members at the six health institutions with tenured faculty were subject to post-tenure review. Of the 202 faculty members reviewed, 95 or 47.0% were evaluated as Exceeds Expectations; 103 or 51.0% received Meets Expectations; 1 or 0.5% received Does Not Meet Expectations; and 3 or 1.5% received Unsatisfactory evaluations. Ten faculty members retired or resigned the tenured position before their post-tenure review.

The following summary tables provide additional details of the post-tenure review results for Academic Year 2016-2017.

Summary of Post-Tenure Review Results

	Total Subject to Review	Total Exceeds Expectations	Total Meets Expectations	Total Does Not Meet Expectations	Total Unsatisfactory	Decided to Retire or Resign Before Review
UTSWMC	46	26	19	0	1	1
UTMB	32	17	15	0	0	3
UTHSC-H	44	21	22	1	0	5
UTHSC-SA	36	30	6	0	0	0
UTMDACC	44	1	41	0	2	1
UTHSC-T	0	0	0	0	0	0
Total	202	95	103	1	3	10
		47.0%	51.0%	0.5%	1.5%	

Post-Tenure Review Results by Gender

	Subject to Review		Exceeds Expectations		Meets Expectations		Does Not Meet Expectations		Unsatisfactory		Decided to Retire or Resign Before Review	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
UTSWMC	36	10	23	3	12	7	0	0	1	0	1	0
UTMB	24	8	12	5	12	3	0	0	0	0	2	1
UTHSC-H	24	20	10	11	14	8	0	1	0	0	4	1
UTHSC-SA	27	9	23	7	4	2	0	0	0	0	0	0
UTMDACC	33	11	1	0	31	10	0	0	1	1	1	0
UTHSC-T	0	0	0	0	0	0	0	0	0	0	0	0
Total	144	58	69	26	73	30	0	1	2	1	8	2

Post-Tenure Review Results by Ethnicity

	Total Actually Reviewed					Exceeds Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTSWMC	30	1	2	13	0	17	0	2	7	0
UTMB	20	0	2	10	0	11	0	0	6	0
UTHSC-H	35	1	1	7	0	17	0	0	4	0
UTHSC-SA	27	0	2	6	1	24	0	2	3	1
UTMDACC	27	1	3	13	0	0	0	0	1	0
UTHSC-T	0	0	0	0	0	0	0	0	0	0
Total	139	3	10	49	1	69	0	4	21	1

	Meets Expectations					Does Not Meet Expectations				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTSWMC	12	1	0	6	0	0	0	0	0	0
UTMB	9	0	2	4	0	0	0	0	0	0
UTHSC-H	18	1	0	3	0	0	0	1	0	0
UTHSC-SA	3	0	0	3	0	0	0	0	0	0
UTMDACC	26	1	3	11	0	0	0	0	0	0
UTHSC-T	0	0	0	0	0	0	0	0	0	0
Total	68	3	5	27	0	0	0	1	0	0

	Unsatisfactory					Decided to Retire/Resign Before Review				
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
UTSWMC	1	0	0	0	0	1	0	0	0	0
UTMB	0	0	0	0	0	1	2	0	0	0
UTHSC-H	0	0	0	0	0	5	0	0	0	0
UTHSC-SA	0	0	0	0	0	0	0	0	0	0
UTMDACC	1	0	0	1	0	1	0	0	0	0
UTHSC-T	0	0	0	0	0	0	0	0	0	0
Total	2	0	0	1	0	8	2	0	0	0

PRESENT STATUS OF EACH PERFORMANCE THAT DOES NOT MEET EXPECTATIONS:

U. T. Health Science Center-Houston: Dean recommended specific expectations. Not complying will result in disciplinary action including salary reduction.

PRESENT STATUS OF EACH UNSATISFACTORY PERFORMANCE:

U. T. Southwestern Medical Center: Faculty member has submitted notification of retirement effective August 31, 2018.

U. T. M. D. Anderson Cancer Center: Positions ended at the end of 7th-year term.

28. Contract (funds coming in) - U. T. Southwestern Medical Center: Amendment to agreement to provide clinical laboratory and pathology services to patients at Dallas County Hospital District

Agency: Dallas County Hospital District, dba Parkland Health and Hospital System

Funds: \$2,200,000 for Third Amendment, with a total contract value of approximately \$9,300,000 for the original agreement and all amendments

Period: January 1, 2018 through December 31, 2019

Description: This is the third amendment to the agreement to provide clinical laboratory and pathology services to patients at Dallas County Hospital District. The initial agreement was not brought to the Board as it was below the institution's delegated contract authority. The first amendment, which increased the contract value by \$3,000,000 to \$4,700,000 was approved by the Board on February 12, 2015. The second amendment increased the value of the contract by \$2,400,000 to \$7,100,000. This third amendment increases the contract value by \$2,200,000 for a total contract value of \$9,300,000 and is being brought to the Board for approval as it exceeds the institution's delegated contract authority.

29. Contract (funds going out) - U. T. Southwestern Medical Center: Atos IT Solutions and Services, Inc. will provide managed voice telecom services

Agency: Atos IT Solutions and Services, Inc.

Funds: Approximately \$8,000,000

Period: March 1, 2018 through February 28, 2021

Description: Atos IT Solutions and Services, Inc. will provide managed voice telecom services to the campus. This agreement was acquired via an Exclusive Acquisition Justification.

30. Contract (funds going out) - U. T. Southwestern Medical Center: CMGRP, dba Weber Shandwick, will provide strategic communications support

Agency: CMGRP, dba Weber Shandwick

Funds: \$5,000,000

Period: March 12, 2018 through March 11, 2021; with the option to renew for two additional one-year terms

Description: CMGRP, dba Weber Shandwick, will provide strategic communications support, including creation of an overarching strategic communications plan that builds upon and extends the reach of current communications, marketing, and public affairs plans and activities. This contract was competitively bid.

31. Contract (funds going out) - U. T. Southwestern Medical Center: Amendment to existing contract with PricewaterhouseCoopers Advisory Services to provide consulting services

Agency: PricewaterhouseCoopers Advisory Services

Funds: The total contract amount, as amended, is \$2,956,995

Period: Initial agreement commenced July 5, 2016. Amendment extends term to October 31, 2018.

Description: This contract is to provide consulting services regarding the design of the Total Professional Effort software reporting system. This contract was competitively bid.

32. Request for Budget Change - U. T. Medical Branch - Galveston: Tenure Appointment -- amendment to the 2018-2019 budget

The following Request for Budget Change (RBC) has been administratively approved by the Executive Vice Chancellor for Health Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
School of Health Professions					
Department of Nutrition and Metabolism					
Vice President of Interprofessional Education, Institutional Effectiveness and the Health Education Center					
Janet Southerland (T)	2/1-8/31	100	12	225,000	9102

33. Request for Budget Change - U. T. Medical Branch - Galveston: Approval of Emeritus Title

Don Powell, from Professor to Professor Emeritus, Department of Internal Medicine in the School of Medicine (RBC No. 9101) -- amendment to the 2018-2019 budget

34. Contract (funds coming in) - U. T. Health Science Center - Houston: Subaward agreement with The University of Texas Foundation, Inc. to support the implementation of a program to enhance and expand care of patients with unmet post-Hurricane Harvey behavioral health needs

Agency: The University of Texas Foundation, Inc.

Funds: \$2,600,000

Period: March 19, 2018 through April 1, 2019

Description: U. T. Health Science Center - Houston will implement a scalable, replicable, technology-supported behavioral health program across UT Physicians' integrated care clinics, which will enhance and expand the screening, triage, referral, and care of patients with unmet post-Hurricane Harvey behavioral health needs.

35. Request for Budget Change - U. T. Health Science Center - Houston: Approval of Emeritus Titles

Kenneth F. Jones, from Associate Professor to Associate Professor Emeritus, Department of Pediatric Dentistry, UTHealth School of Dentistry (RBC No. 9190) -- amendment to the 2017-2018 budget

Susan V. Seybold, from Associate Professor to Associate Professor Emeritus, Department of Pediatric Dentistry, UTHealth School of Dentistry (RBC No. 9191) -- amendment to the 2017-2018 budget

Thomas W. Wild, from Associate Professor to Associate Professor Emeritus, Department of Pediatric Dentistry, UTHealth School of Dentistry (RBC No. 9192) -- amendment to the 2017-2018 budget

Janet C. Meininger, from Lee and J.D. Jamail Distinguished Professor to Professor Emeritus, Department of Nursing Systems, Cizik School of Nursing (RBC No. 9194) -- amendment to the 2017-2018 budget

Barbara C. Tilley, from Professor to Professor Emeritus, Department of Biostatistics and Data Science, UTHealth School of Public Health (RBC No. 9193) -- amendment to the 2017-2018 budget

36. Request for Budget Change - U. T. Health Science Center - San Antonio: Approval of Emeritus Titles

Kaye Wilkins, from Professor to Professor Emeritus, Orthopaedics in the School of Medicine (RBC No. 9110) -- amendment to the 2017-2018 budget

Francis Sharkey, from Professor to Professor Emeritus, Pathology in the School of Medicine (RBC No. 9111) -- amendment to the 2017-2018 budget

Jeffrey Kiel, from Professor to Professor Emeritus, Ophthalmology in the School of Medicine (RBC No. 9127) -- amendment to the 2017-2018 budget

37. Contract (funds coming in) - U. T. M. D. Anderson Cancer Center: Hangzhou Cosmos Wisdom Biotech Co. Ltd. agreement to license U. T. M. D. Anderson Cancer Center technology and trademarks for in vitro diagnostic assay development

Agency: Hangzhou Cosmos Wisdom Biotech Co. Ltd.

Funds: Down Payment of \$1.5 million within 15 days after Effective Date; a \$1 million Milestone Payment within 15 days after earlier of Federal Drug Administration (FDA) or China FDA approval of Licensed Products; 1.5% Royalty Payments on Net Sales of Licensed Products; and \$2 million Research Funding paid in eight installments of \$250,000 each

Period: May 1, 2018 through the longer of the Patent Rights term or 20 years

Description: Agreement to license U. T. M. D. Anderson Cancer Center technology and trademarks for in vitro diagnostic assay development.

38. Contract (funds going out) - U. T. M. D. Anderson Cancer Center: Amendment to agreement with CapsuleTech, Inc. to provide a medical device information system that will connect patient monitoring and other clinical data acquisition devices to the Electronic Health Record and to integrate with the EPIC electronic health record system

Agency: CapsuleTech, Inc.

Funds: The total cost of services under this agreement, including all renewals, will not exceed \$7,500,000

Period: The term of the existing agreement is for a period of 36 months, commencing on August 5, 2014, and continuing through August 4, 2017, with two renewal options of 12-months each. Amendment 2 extended the term to August 4, 2018. One renewal option remains.

Description: U. T. M. D. Anderson Cancer Center cares for a significant patient population. CapsuleTech, Inc. provides a medical device information system that captures data and distributes patient clinical data to the Electronic Health Record and integrates with the EPIC electronic health record system and makes data available virtually via mobile devices. The contract was sourced via an Exclusive Acquisition Justification for "Meets Unique Specifications" and it was approved because the vendor met the unique specifications. An Exclusive Acquisition Justification has been obtained for the purchases that will be made through Amendment 4.

Amendment 1 increased the Cap Amount from \$4,200,000 to \$5,000,000. As noted above, Amendment 2 extended the contract term to August 4, 2018. Amendment 3 increased the Cap Amount to \$5,250,000. Amendment 4 increases the Cap Amount to \$7,500,000. This fourth amendment is being brought to the Board as the Cap Amount exceeds the institution's \$5,000,000 delegated contract authority.

39. Request for Budget Change - U. T. M. D. Anderson Cancer Center: Tenure Appointment -- amendment to the 2017-2018 budget

The following Request for Budget Change (RBC) has been administratively approved by the Executive Vice Chancellor for Health Affairs and is recommended for approval by the U. T. System Board of Regents:

Description	Effective Date	% Time	Full-time Salary		RBC #
			No. Mos.	Rate \$	
Medical Staff					
Department of Neurosurgery					
Frederick Lang, Jr.					
					9131
From: Professor		100	12	667,922	
To: Chair (T)	2/15-8/31	100	12	750,000	

40. Request for Budget Change - U. T. M. D. Anderson Cancer Center: Approval of Emeritus Title

William H. Klein, from Professor to Professor Emeritus, Department of Systems Biology (RBC No. 9074) -- amendment to the 2017-2018 budget

41. Other Matters - U. T. M. D. Anderson Cancer Center: Review and possible action regarding the U. T. M. D. Anderson Cancer Center campus carry rules, regulations, and provisions

President Pisters submits revisions to U. T. M. D. Anderson Cancer Center campus carry rules, regulations, and provisions regarding the carrying of handguns by license holders on campus. The changes do not alter the exclusion areas nor any other right of license holders or other members of the university community. The changes to the U. T. M. D. Anderson Handbook of Operating Procedures establish a protocol for when a workforce member discovers an unattended handgun on the U. T. M. D. Anderson Cancer Center campus.



POLICY ON CONCEALED HANDGUN CARRIAGE ON MD ANDERSON'S CAMPUS

PURPOSE

The purpose of this policy is to ensure compliance with Section 411.2031 of the Texas Government Code, also known as the "Campus Carry Law", which authorizes the carrying of Concealed Handguns by duly licensed holders on designated portions of the Campus of The University of Texas MD Anderson Cancer Center (MD Anderson), as defined and explained below.

POLICY STATEMENT

It is the policy of The University of Texas MD Anderson Cancer Center (MD Anderson) to respect the Federal and Texas Constitutions, both of which recognize Texas citizens' right to keep and bear arms. MD Anderson also recognizes the Texas Legislature's power to regulate the carriage of Handguns. Finally, MD Anderson recognizes its right under the Campus Carry Law to implement its own reasonable rules, regulations, and other provisions regarding the carriage on MD Anderson's Premises of Concealed Handguns by holders of Concealed Handgun Licenses (prior to January 2016) and Licenses to Carry a Handgun (after January 2016), collectively, "CHL Holders" for purposes of this policy. Accordingly, in seeking to fulfill its obligations under the Campus Carry Law to determine appropriate Exclusion Zones and permitted Concealed Handgun License Zones ("CHL Zones"), MD Anderson has strived to recognize CHL Holders' rights in the context of (1) the nature of MD Anderson's faculty, student, administrator, patient, and patient family populations; (2) specific safety considerations; (3) the uniqueness of MD Anderson's Campus environment; (4) all applicable laws and contractual obligations; (5) issues of practical implementation; and (6) ease of compliance and reasonable administration and enforcement. While reasonable minds can disagree on certain specifics of this policy, MD Anderson believes that this policy respects the rights and interests of all stakeholders and achieves a balanced approach to the carrying of Concealed Handguns by CHL Holders on its Campus.

THIS POLICY DOES NOT AUTHORIZE THE OPEN CARRY OF A HANDGUN ON MD ANDERSON'S CAMPUS, AND THE OPEN CARRYING OF A HANDGUN IS PROHIBITED ON MD ANDERSON'S CAMPUS.

SCOPE

Compliance with this policy is the responsibility of all persons on MD Anderson's Campus.

TARGET AUDIENCE

The target audience for this policy is all persons on MD Anderson's Campus.

DEFINITIONS

All Hazards Risk Leadership Council (AHRLC): An executive-level council charged with assessing enterprise-level risks.

Campus: The sum of all land and buildings leased or owned by the Board of Regents of The University of Texas System for and on behalf of MD Anderson.

Campus Carry Law: Section 411.2031 of the Texas Government Code, permitting the carrying of Concealed Handguns by duly licensed holders on MD Anderson's Campus in accordance with this policy.

Concealed Handgun: A Handgun, the presence of which is not openly discernible to the ordinary observation of a reasonable person. Per the Campus Carry Law and Texas Penal Code Section 46.03, open carriage by Handgun Licensees on MD Anderson's Campus is prohibited.

Concealed Handgun License (CHL): For the purposes of this policy, a Concealed Handgun License (CHL) means any valid handgun license issued pursuant to [Subchapter H, Section 411.171 et seq., of the Texas Government Code](#) (*i.e.*, a Concealed Handgun License (CHL), issued prior to Jan. 1, 2016, or a License to Carry a Handgun (LTC), issued on or after Jan. 1, 2016) when relied upon while on MD Anderson's Campus. Irrespective of handgun license type, Handgun Licensees must keep their Handguns concealed while on the premises of institutions of higher education, including MD Anderson's Campus.

Concealed Handgun License (CHL) Holder: A Handgun Licensee under [Subchapter H, Section 411.171 et seq., of the Texas Government Code](#) appearing on MD Anderson's Campus and carrying a Concealed Handgun.

Concealed Handgun License (CHL) Zones: The areas on MD Anderson's Campus where CHL Holders may carry a Concealed Handgun.

Excluded Activities: Activities that form the bases of Exclusion Zones.

Exclusion Zones: The areas on MD Anderson's Campus where CHL Holders may not carry a Concealed Handgun.

Handgun: Any firearm that is designed, made, or adapted to be fired with one hand (see [Texas Penal Code, Section 46.01\(5\)](#)).

Handgun Licensee: Any person who holds a valid, unexpired license to carry a handgun in a concealed fashion, issued either by the Texas Department of Public Safety, or by another state whose licenses to carry a handgun are recognized as valid by the Texas Department of Public Safety. In Texas, such a license may be called a Concealed Handgun License (CHL), issued prior to Jan. 1, 2016, or a License to Carry a Handgun (LTC), issued on or after Jan. 1, 2016. Notwithstanding that a person may hold a valid, unexpired license to carry a handgun in a concealed fashion issued by another state, Handgun Licensees are expected to know and follow Texas state law and all MD Anderson rules, regulations, and policies as they pertain to carrying Concealed Handguns on Campus.

National Cancer Institute (NCI) Designation Zone: All buildings and physical facilities on MD Anderson's Campus that are physically or programmatically interconnected and interrelated and which are used to fulfill the following activities required of an NCI-designated Comprehensive Cancer Center:

- Undertaking and providing treatment, care, and services to patients, including all buildings in which there are hospital facilities, inpatient and outpatient clinics, laboratories, and pharmacies.

- Undertaking and conducting research in the following three areas:
 - Laboratory research.
 - Population science.
 - Clinical research.
- Undertaking and providing programs in cancer prevention.
- Undertaking and providing health care education to health care professionals and patients.

Premises: Consistent with [Section 46.035\(f\)\(3\) of the Texas Penal Code](#), “Premises” means a building or a particular portion of an MD Anderson Campus building. For purposes of this policy and MD Anderson’s Campus, a Premises comprises all of the contiguous space dedicated to a particular institutional function or activity and extends to the functional or physical boundary of that function or activity. A Premises may be a floor, departmental suite, hallway, walkway, throughway, skybridge, laboratory, cafeteria, or any other space, depending on the circumstance. The All Hazards Risk Leadership Council (AHRLC), in consult with the Vice President and Chief Facilities Officer and the Executive Director and Chief Safety Officer, determines Premises for purposes of this policy.

PROCEDURES

1.0 Policy Permissions and Violations

- 1.1 Subject to a Concealed Handgun License (CHL) Holder’s acceptance of and compliance with this policy and MD Anderson’s rules and regulations, CHL Holders may carry Concealed Handguns in accordance with their CHL in CHL Zones on MD Anderson’s Campus.
- 1.2 CHL Holders are prohibited from carrying, and may not carry, Concealed Handguns in Exclusion Zones on MD Anderson’s Campus. Moreover, neither CHL Holders nor any other persons may carry any other weapon, as described in [Texas Penal Code, Section 46.01](#), on MD Anderson’s Campus.
- 1.3 CHL Holders must abide by and comply with all federal, state, and local law, as well as all MD Anderson rules, regulations, and policies while carrying a properly licensed Concealed Handgun in a CHL Zone.
- 1.4 The mere possession of a properly licensed Concealed Handgun by a CHL Holder in CHL Zones on MD Anderson’s Campus is not a violation of the [Disciplinary Action Policy \(UTMDACC Institutional Policy # ADM0256\)](#) or the [Workplace Violence Prevention Policy \(UTMDACC Institutional Policy # ADM0257\)](#). However, a violation of this policy by a faculty member, trainee/student, or other member of MD Anderson’s workforce may constitute a violation of institutional policies regarding conditions of employment and standards of conduct, including the [Disciplinary Action Policy \(UTMDACC Institutional Policy # ADM0256\)](#) and the [Workplace Violence Prevention Policy \(UTMDACC Institutional Policy # ADM0257\)](#), thereby subjecting the workforce member to disciplinary action, up to and including termination.
- 1.5 CHL Holders are prohibited from engaging in, and may not engage in, Direct, Conditional, or Veiled Threats, as defined in MD Anderson’s [Workplace Violence Prevention Policy \(UTMDACC Institutional Policy # ADM0257\)](#), involving the CHL Holder’s Concealed Handgun. This may include, but is not limited to, overt or implicit references by a CHL Holder to the CHL Holder’s Concealed Handgun in a way so as to intentionally or knowingly incite

fear or concern in any other person. Such conduct may result in immediate termination per Section 8.0 of this policy.

- 1.6 Except for storing a Handgun in a vehicle as permitted by Texas Law, CHL Holders must keep their Concealed Handguns on or about their persons at all times. For purposes of this policy and subject to the requirements of Texas law, "on or about one's person" means close at hand and within such distance of the CHL Holder so that, without materially changing his or her position, the CHL Holder could place his or her hand on it. Except for storing a Handgun in a vehicle as permitted by state law, CHL Holders are prohibited from leaving and must not leave the CHL Holder's Concealed Handgun unattended anywhere on MD Anderson's Campus, regardless of whether stored in a desk drawer, cabinet, purse, handbag, backpack, fanny pack, briefcase, or otherwise.
- 1.7 CHL Holders are responsible for safeguarding their Concealed Handguns at all times and must take all necessary precautions to ensure their Concealed Handguns are secured in a manner that is most likely to prevent theft, loss, damage, or misuse. CHL Holders must have their Concealed Handguns in holders or holsters that completely cover the trigger and the trigger guard area. The holster must have sufficient tension or grip on the Concealed Handgun to retain it in the holster even when subjected to unexpected jostling. CHL Holders are liable for any and all damage, injury, liability, loss, cost, or expense, directly or indirectly resulting from or arising out of an accidental or inadvertent discharge of their Concealed Handgun or their violation of this policy.
- 1.8 MD Anderson does not provide storage (e.g., lockers, gun safes) or holding services for CHL Holders. Moreover, no person is permitted to bring a gun safe or other secured storage area onto MD Anderson's Campus for the purpose of storing handguns.
- 1.9 A CHL Holder whose Concealed Handgun is lost or stolen on MD Anderson's Campus must immediately report the loss or theft to The University of Texas Police Department at Houston (UTP-H) at 713-792-2890.
- 1.10 In accordance with Texas Law, CHL Holders may secure their Concealed Handguns safely in their vehicles. MD Anderson assumes no responsibility for loss or theft of Concealed Handguns from CHL Holders' vehicles on MD Anderson's Campus (see Section 12.2 of the [Parking Policy \(UTMDACC Institutional Policy # ADM0230\)](#)).
- 1.11 Faculty members, trainees/students, other members of MD Anderson's workforce, patients, and visitors who are CHL holders and park their vehicles in parking areas owned and managed by Texas Medical Center Corporation (TMC) are subject to the policies and standards TMC has in place for its parking areas. Review the [TMC Policy Prohibiting Firearms and Weapons on TMC Property](#).

2.0 CHL Zones and Exclusion Zones

- 2.1 In accordance with the Campus Carry Law, the President must designate CHL Zones and Exclusion Zones for MD Anderson's Campus and in doing so must consider:
 - A. The nature of MD Anderson's faculty, student, administrator, patient, and patient family populations.
 - B. Specific safety considerations.
 - C. The uniqueness of MD Anderson's Campus environment.
- 2.2 In addition to considering the factors mandated by the Campus Carry Law, the President should also consider the following factors:

- A. All applicable laws and contractual obligations pertinent to MD Anderson.
 - B. Issues of practical implementation.
 - C. Ease of compliance and reasonableness of administration and enforcement.
- 2.3 The President may not create Exclusion Zones that generally prohibit or have the effect of generally prohibiting CHL Holders from lawfully carrying Concealed Handguns on MD Anderson's Campus.
- 2.4 A CHL Zone may be coterminous with a Premises.
- 2.5 If justified using the criteria in Section 2.1 and Section 2.2, an Exclusion Zone may be coterminous with a Premises.
- 2.6 The President has designated the following areas on MD Anderson's Campus as Exclusion Zones:
- A. Areas for which state or federal law, licensing requirements, or contracts require exclusion exclusively at the discretion of the state or federal government, or in which Handguns are prohibited by an accrediting authority.
 - B. Childcare facilities and pediatric-activity areas.
 - C. Areas analogous to state law requirements that prohibit Concealed Handguns, including:
 - MD Anderson's National Cancer Institute (NCI) Designation Zone.
 - Police and correctional facilities.
 - Chapels, synagogues, prayer rooms, and other areas designated for worship, spiritual reflection, or meditation on MD Anderson's Campus.
 - Pediatric school areas and areas in which sponsored activities are conducted for persons under 18 years of age who are not enrolled at MD Anderson.
 - D. Areas where discharge of a Concealed Handgun might cause widespread harm or catastrophic results, such as laboratories with extremely dangerous chemicals, biologic agents, or explosive agents, or equipment that is incompatible with metallic objects such as magnetic resonance imaging machines.
 - E. Animal care areas and vivaria in which protocols increase the risk of discharge or contamination of a Concealed Handgun, or its unanticipated separation from the CHL Holder. For open-air primate enclosures, the Exclusion Zone extends at least five (5) feet from the enclosure.
- 2.7 Deemed Exclusion Zones:
- A. When, either within a Premises or between two Premises, an Exclusion Zone is adjacent to what otherwise might be a CHL Zone, the President may deem the adjacent CHL Zone also to be an Exclusion Zone for practicability and to ensure ease of compliance, and reasonable administration and enforcement, including those situations in which:
 - Ingress and egress by CHL Holders between the Exclusion Zone and the CHL Zone is impracticable (e.g., the CHL Holder could not reasonably move to a CHL Zone without moving through an Exclusion Zone in violation of this policy and the law); and

- Ingress and egress between the Exclusion Zone and the CHL Zone may not reasonably be clearly demarcated per Section 2.8 of this policy.
 - B. The President or his designee may deem CHL Zones to be Exclusion Zones for the period of time that the CHL Zone hosts Excluded Activities listed in Section 3.0 of this policy. For example, an event in MD Anderson Campus CHL Zones that includes pediatric patients is an Exclusion Zone during the event. During this period, the signage required by Section 2.8 of this policy will be erected in the deemed Exclusion Zone for the duration of the excluded period.
 - C. If a significant fraction of the functional space of a building is excluded for reasons consistent with this policy, the President may exclude the entire building to ensure ease of compliance, reasonable administration, and enforcement.
- 2.8 Exclusion Zones will be demarcated with legally-sufficient signage, per [Texas Penal Code, Section 30.06](#).
- 2.9 The Vice President and Chief Facilities Officer and the Executive Director and Chief Safety Officer each shall maintain a complete and up-to-date listing of CHL Zones and Exclusion Zones.
- A. The listing will include the President's justification(s) for each Exclusion Zone.
 - B. The Vice President and Chief Facilities Officer and the Executive Director and Chief Safety Officer will make the listing available to the public upon reasonable request.

3.0 Excluded Activities (Not Premises-Specific)

Irrespective of where they are on MD Anderson's Campus, CHL Holders may not carry Concealed Handguns while engaged in the following Excluded Activities:

- 3.1 Providing institutional care or services to MD Anderson patients.
- 3.2 Handling extremely dangerous chemicals, biologic agents, flammable or explosive agents, or equipment that is incompatible with metallic objects.
- 3.3 Participating in, donating to, attending, or conducting blood drives.
- 3.4 Handling laboratory animals.
- 3.5 Attending events on MD Anderson's Campus at which alcoholic beverages are served.
- 3.6 Attending any meeting related to proceedings made necessary by or in connection with MD Anderson's [Grievance Policy \(UTMDACC Institutional Policy # ADM0266\)](#), [Classified Employees Appeal Policy \(UTMDACC Institutional Policy # ADM0268\)](#), or any institutional policy related to a formal conflict resolution processes as well as a Hearing Tribunal or related meeting scheduled as part of a formal dispute resolution process.
- 3.7 Attending or participating in a ticketed sporting event on MD Anderson's Campus.
- 3.8 Providing care or services to minor children.

4.0 Institutional Vehicles

- 4.1 Subject to Section 4.2 and Section 4.3 below, vehicles owned or leased by MD Anderson and operated by MD Anderson that are used for passenger transportation are considered CHL Zones.
- 4.2 Vehicles owned or leased by MD Anderson that are being utilized for the following purposes, regardless of who operates the vehicles, are considered Exclusion Zones for the duration of time that the vehicle is being used for such purposes:
 - A. The vehicle is being used to transport extremely dangerous chemicals, biologic agents, flammable or explosive agents, or equipment that is incompatible with metallic objects.
 - B. The vehicle is being used for health care-related activities, such as mobile mammography, blood donations, or to provide health screenings.
 - C. The vehicle is being used for childcare, school, or pediatric activities or purposes.
- 4.3 Vehicles owned and operated by a third-party vendor contracted by MD Anderson for the purpose of providing passenger transportation to MD Anderson are considered the private property of the contracted vendor. Each contracted vendor will determine whether its vehicles are considered CHL Zones or Exclusion Zones, and will communicate such to MD Anderson prior to the provision of passenger transportation services to MD Anderson.

Note: As of July 18, 2016, MD Anderson employee and patient shuttle services are operated by a third-party vendor that has deemed all its shuttles to be CHL Zones.

5.0 MD Anderson Campus Land (External to Buildings)

Areas outside MD Anderson buildings but still on MD Anderson's Campus are deemed Exclusion Zones when the areas are utilized for activities that are Excluded Activities listed in Section 3.0 of this policy. For example, an area on MD Anderson's Campus used for a picnic or event involving pediatric patients is an Exclusion Zone for the duration of the picnic or event.

6.0 Communication

- 6.1 MD Anderson shall widely distribute this policy and all related rules, regulations, and procedures to its faculty, trainees/students, and other members of MD Anderson's workforce, and shall prominently publish this policy and all related rules, regulations, and procedures on MD Anderson's internet and intranet sites.
- 6.2 MD Anderson's Departments of Communications, Human Resources, Patient Advocacy, Patient Care & Prevention Facilities, Patient Education, Patient Experience, Patient Safety, Physicians Referral Service, Academic and Visa Administration, and the Institutional Compliance Office shall be responsible for ensuring communication of this policy and all related rules, regulations, and procedures, as required by the Campus Carry Law.

7.0 Campus Carry Reporting

- 7.1 Incidents Reports to the ~~All Hazards Risk Leadership Council (AHRLC)~~Institutional Safety Committee:

UTP-H will report any incident of an unattended handgun or a handgun discharge on MD Anderson's Campus to the Institutional Safety Committee. Such report by UTP-H will take place as soon as practicable.The Institutional Safety Committee will collect and report to the

AHRLC incidents implicating this policy as soon as practicable, but in no event later than 60 days from the discovery of the date of the incident.

7.2 Institutional Safety Committee Reports to the All Hazards Risk Leadership Council (AHRLC):

The Institutional Safety Committee will collect and report to the AHRLC incidents implicating this policy as soon as practicable, but in no event later than 60 days from the discovery of the date of the incident.

7.27.3 AHRLC Reports to the President:

On or about July 1 of each year, the AHRLC will prepare and deliver to the President a report on MD Anderson's compliance with the Campus Carry Law, the implementation of this policy, and all incidents during the past year involving a Concealed Handgun.

From time to time, and based upon the implementation of this policy or any incidents involving a Concealed Handgun, the AHRLC shall make recommendations to the President in regard to any changes that may be necessary, appropriate, or desirable to this policy, the Exclusion Zones, Excluded Activities, CHL Zones, or the rules and regulations hereunder.

7.37.4 President's Report to the Texas Legislature:

Not later than July 1 of each even-numbered year, the Institutional Compliance Office will prepare for the AHRLC's review and the President's review and approval a report on MD Anderson's compliance with the Campus Carry Law. The report will:

- A. Describe MD Anderson's rules, regulations, and policies regarding the carrying of Concealed Handguns on MD Anderson's Campus; and
- B. Explain the reasons why MD Anderson has established these rules, regulations, and policies.

7.47.5 Once approved by the President, the President shall send the report to The University of Texas System's Office of General Counsel for review not later than August 1 of each even-numbered year.

7.57.6 The President must submit the report to the Texas Legislature not later than September 1 of each even-numbered year.

8.0 Policy Violations and Disciplinary Action

8.1 If any person believes that a CHL Holder has violated this policy, he or she should immediately report the violation by calling 2-STOP (713-792-7867). The caller should provide the following information, as applicable and available:

- A. Description of the perceived violation;
- B. Name(s) of individual(s) involved in the incident;
- C. Name(s) of any witnesses;
- D. Date, time, and location of the incident; and
- E. Factual circumstances surrounding the incident.

8.2 Should a member of MD Anderson's workforce (workforce member) discover an unattended handgun on MD Anderson's Campus, he or she should not attempt to touch or move it. Instead, the workforce member should:

- A. Secure the area as much as reasonably possible, and warn other people away from the unattended handgun.
- B. Promptly report the unattended handgun by calling 2-STOP (713-792-7867). If the workforce member does not have access to a phone, they should ask another workforce member to call 2-STOP (713-792-7867). The caller should be prepared to provide the following information, as applicable and available:
 - The location of the unattended handgun (e.g., building name, floor, and room number);
 - The date and time of the discovery of the unattended handgun; and
 - Names(s) of any additional witnesses.
- C. Remain with the unattended handgun until a UTP-H Officer arrives to address the situation.
- D. If before 2-STOP (713-792-7867) is called or a UTP-H Officer arrives, the owner of the unattended handgun returns to retrieve it, or if another person seeks to take the unattended handgun, the workforce member should not stop them from doing so, nor seek to restrain them from leaving, nor in any way engage in a physical altercation with them. However, if the workforce member feels safe doing so, the workforce member should ask their name.
 - If 2-STOP (713-792-7867) has not yet been called, the workforce member who found the unattended handgun should still call 2-STOP (713-792-7867) to report the incident.
 - If a UTP-H Officer is on their way, the workforce member who found the unattended handgun should remain at the location until the UTP-H Officer arrives.

8-28.3 A violation of this policy by a CHL Holder that involves the CHL Holder's Concealed Handgun may be considered a confirmed incident of a Policy Violation ("a confirmed incident of Violence or Threat of Violence") under the [Workplace Violence Prevention Policy \(UTMDACC Institutional Policy # ADM0257\)](#) and may result in immediate removal from MD Anderson's Campus or referral to The University of Texas Police Department at Houston (UTP-H), as appropriate, and may result in disciplinary action for such person, up to and including termination.

8-38.4 Loss of a CHL Holder's Concealed Handgun on MD Anderson's Campus will be considered a violation of Section 1.6 of this policy, and if the CHL Holder is a faculty member, trainee/student, or other member of MD Anderson's workforce, may result in disciplinary action for such person, up to and including termination.

ATTACHMENTS/LINKS

[Examples of Unacceptable Conduct and Work Performance \(Attachment # ATT1800\).](#)

[Texas Government Code, Chapter 411.](#)

[Texas Penal Code, Section 30.06.](#)

[Texas Penal Code, Section 46.01.](#)

[Texas Medical Center Policy Prohibiting Firearms and Weapons on TMC Property.](#)

RELATED POLICIES

[Classified Employees Appeal Policy \(UTMDACC Institutional Policy # ADM0268\).](#)

[Disciplinary Action Policy \(UTMDACC Institutional Policy # ADM0256\).](#)

[Grievance Policy \(UTMDACC Institutional Policy # ADM0266\).](#)

[Infection Control for Patient Care Areas Policy UTMDACC Institutional Policy # CLN0436\).](#)

[Parking Policy \(UTMDACC Institutional Policy # ADM0230\).](#)

[Termination of Employment of a Faculty Member Policy \(UTMDACC Institutional Policy # ACA0059\).](#)

[Workplace Violence Prevention Policy \(UTMDACC Institutional Policy # ADM0257\).](#)

JOINT COMMISSION STANDARDS / NATIONAL PATIENT SAFETY GOALS

None.

OTHER RELATED ACCREDITATION / REGULATORY STANDARDS

None.

REFERENCES

TEX. GOV'T CODE Title 4, Subtitle B, §411 *et seq.*,
<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.411.htm>.

TEX. PEN. CODE Title 7, §30.06 *et seq.*, <http://www.statutes.legis.state.tx.us/Docs/PE/htm/PE.30.htm>.

FACILITIES PLANNING AND CONSTRUCTION COMMITTEE

42. Contract (funds going out) - U. T. System: Raba Kistner, Inc. to perform miscellaneous geotechnical engineering and materials testing services

Agency: Raba Kistner, Inc.

Funds: Anticipated total cost may exceed \$1,000,000 over the life of the contract for services provided on an as-needed basis

Period: September 1, 2017 through August 31, 2023
(Contract is being brought forward for Board approval as it is nearing the \$1,000,000 delegation threshold)

Description: Raba Kistner, Inc., to perform miscellaneous geotechnical engineering and materials testing services on a nonexclusive, indefinite quantity basis. Services were competitively procured.