BOARD OF SUPERVISORS
FOR THE UNIVERSITY OF LOUISIANA SYSTEM
NOTICE OF MEETING AND AGENDA
9:30 a.m., Friday, December 6, 2013**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

A. Call to Order
B. Roll Call
C. Invocation
D. Approval of October 22, 2013 Board Meeting Minutes
E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE
   1. Grambling State University’s request for approval of a proposed Reorganization in Academic Affairs.
   2. McNeese State University’s request to change the name of the Bachelor of Science in Clinical Laboratory Science to the Bachelor of Science in Medical Laboratory Science effective Summer 2014.
   4. Southeastern Louisiana University’s request for approval to terminate the Bachelor of Science degree program in Radiologic Sciences.

** Executive Session, pursuant to R.S. 42:6.1, may be required.
Persons wishing to make public comment on any item on the agenda should complete a Public Comment Card and register with the Assistant to the Board.
5. **University of Louisiana at Monroe**’s request for approval of a Letter of Intent for a Bachelor of Arts degree program in Dance.

6. **University of Louisiana at Monroe**’s request for approval to take actions with regard to the University’s Reorganization.

7. **University of New Orleans**’ request for approval of 2013-14 Recommendations for Tenure.

8. Other Business

F. **REPORT OF JOINT ATHLETIC AND AUDIT COMMITTEE**

1. **Southeastern Louisiana University**’s request for approval of a contract with Mr. Ron Roberts, Head Football Coach, effective December 1, 2013.

2. **University of Louisiana System**’s report of significant athletic activities for the period of October 7 to November 17, 2013.

3. **University of Louisiana System**’s report on internal and external audits submitted for the period of October 7 to November 17, 2013.

4. Other Business

G. **REPORT OF JOINT FACILITIES PLANNING AND FINANCE COMMITTEE**

1. **Louisiana Tech University**’s request for approval of the forms and authorizing the execution of an agreement to lease with option to purchase and a ground and buildings lease agreement in connection with the lease and leaseback of portions of the campus of the University to Innovative Student Facilities, Inc. and the renovation, development, and construction of certain athletic and related facilities thereon; authorizing the issuance of bonds for said facilities; approving the execution of any and all documents and certificates in connection therewith; and providing for other matters in connection therewith.

2. **Nicholls State University**’s request for approval to name the auditorium in Powell Hall the “Ridley J. Gros Auditorium.”

3. **University of Louisiana at Monroe**’s request for approval to accept the donation of property located at 704 North McGuire from the University of Louisiana at Monroe Foundation.

4. **University of Louisiana at Monroe**’s request for approval to enter into a lease agreement with Affinity Health Group, LLC for operation of ULM’s Student Health Center.
5. University of New Orleans’ request for approval to eliminate a student fee of $6.00 per semester.

6. University of Louisiana System’s discussion of Fiscal Year 2013-14 first quarter financial reports and ongoing assurances.

7. Other Business

H. SYSTEM PRESIDENT’S BUSINESS

1. Personnel Actions

2. System President’s Report

3. Other Business

I. BOARD CHAIR’S BUSINESS

1. Board Chair’s Report

2. Report of Nominating Committee for 2014 Board Officers


4. University of Louisiana System’s proposal to revise Bylaws, Section IV. Committees, B. Standing Committees.

5. University of Louisiana System’s proposal to revise Board Rules, Chapter V. Intercollegiate Athletics.

6. Other Business

J. Other Business

K. Adjournment
Item G.1. Louisiana Tech University's request for approval of the forms of and authorizing the execution of an agreement to lease with option to purchase and a ground and buildings lease agreement in connection with the lease and lease back of portions of the campus of the University to Innovative Student Facilities, Inc. and the renovation, development, and construction of certain athletic and related facilities thereon; authorizing the issuance of bonds for said facilities; approving the execution of any and all documents and certificates in connection therewith; and providing for other matters in connection therewith.

EXECUTIVE SUMMARY

Louisiana Tech University was granted approval at the December 3, 2010 meeting of the Board of Supervisors to solicit proposals from design professionals to develop plans and specifications for the construction of a multi-function facility in the south end zone of Joe Aillet Stadium. The approval stated that the University would request additional approval to enter into a lease with the Louisiana Tech University Foundation for construction.

Louisiana Tech University (the “University”) is seeking approval to construct a Student/Athletic Center (the “Project”) through the Louisiana Local Government Environmental Facilities and Community Development Authority. The Project is expected to be funded by private gifts donated to the University of approximately $10 million and a student approved fee of $50 per quarter (approved by the ULS Board in February, 2012) that the University is seeking to be bonded/financed for up to $9 million for 25 years. The estimated cost of the development, design, and construction of the Project for the University is not expected to exceed $19 million. To accomplish the financing, Louisiana Tech University is requesting approval to enter into a Ground and Buildings Lease Agreement (the “Ground Lease”) by and between the Board of Supervisors for the University of Louisiana System (the “Board”), as lessor, and Innovative Student Facilities, Inc. (the “Corporation”), as lessee, and an Agreement to Lease with Option to Purchase by and between the Corporation, as lessor, and the Board, as lessee (the “Facilities Lease”). The Facilities Lease will provide for payment of debt service on the not to exceed $9 million of revenue bonds to be issued by the Louisiana Local Government Environmental Facilities and Community Development Authority on behalf of the Corporation.

See the attached executive summary and timeline for further detail.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request for approval of the forms of and authorizing the execution of an agreement to lease with option to purchase and a ground and buildings lease agreement in connection with the lease and lease back of portions of the campus of the University to Innovative Student Facilities, Inc. and the renovation, development, and construction of certain athletic and related facilities thereon; authorizing the issuance of bonds for said facilities; approving the execution of any and all documents and certificates in connection therewith; and providing for other matters in connection therewith.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana System and/or the President of Louisiana Tech University are/is hereby designated and authorized to execute any and all documents necessary to execute said lease agreement.

AND FURTHER, University staff, UL System staff, and legal counsel shall assure that all documents conform to statutory and administrative requirements.
OFFICE OF THE PRESIDENT

November 4, 2013

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Approval was granted at the December 3, 2010 meeting of the Board of Supervisors, for the Louisiana Tech University Foundation to solicit proposals for design of a Student/Athletic Center. The approval stated that the University would request additional approval to enter into a lease with the Foundation for construction.

Louisiana Tech University (the “University”) is seeking approval to construct a Student/Athletic Center and other student recreational facilities (the “Project”) through the Louisiana Local Government Environmental Facilities and Community Development Authority. The Project is expected to be funded by private gifts donated to the University in excess of $9 million dollars and a student approved fee of $50 per quarter (approved by the ULS Board, February, 2012) that the University is seeking to be bonded/financed for up to $9 million dollars for 25 years. The estimated cost of the development, design, and construction of the Project for the University is not expected to exceed $21 million dollars. To accomplish the financing, Louisiana Tech University is requesting approval to enter into a Ground and Buildings Lease Agreement (the “Ground Lease”) by and between the Board of Supervisors for the University of Louisiana System (the “Board”), as lessor and Innovative Student Facilities, Inc. (the “Corporation”), as lessee and an Agreement to Lease with Option to Purchase by and between the Corporation, as lessor, and the Board, as lessee (the “Facilities Lease”). The Facilities Lease will provide for payment of debt service not to exceed $9 million dollars of revenue bonds to be issued by the Louisiana Local Government Environmental Facilities and Community Development Authority on behalf of the Corporation.

The University has provided a resolution adopted by the Board of Directors of the Corporation on November 1, 2013 approving the Ground Lease and the Facilities Lease for your review. The University has also provided a draft resolution to be considered by the Board at its December 6, 2013 meeting, which would authorize the execution of the Ground Lease and the Facilities Lease and the issuance of the Bonds to finance a portion of the costs of the Project. Final documents will be executed at closing once the principal amount, interest rate, etc., are determined.

Jones Walker L.L.P., Bond Counsel, and Decuir, Clark & Adams, L.L.P., Board Counsel, have reviewed the respective documents. Louisiana Tech University will work with ULS System Staff; Board Counsel; Bond Counsel; and Raymond James & Associates, Inc., Placement Agent/Underwriter, to complete the financing in a timely and financially favorable manner.

Sincerely,

[Signature]

Leslie K. Gute
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928
AN EQUAL OPPORTUNITY UNIVERSITY
Presentation to the Board of Supervisors for the University of Louisiana System

Louisiana Tech University Athletic Project

Executive Summary

Louisiana Tech University (the “University”) is seeking final approval of the Board of Supervisors of the University of Louisiana System (the “Board”) for the development, construction, renovation and equipping of a new athletic complex and certain other student facilities on the campus of the University. At the December 3, 2010 Board meeting, the University introduced preliminary plans for the development and funding for this important on-campus Athletic project.

The total estimated cost of the proposed athletic complex is approximately $18 million. The Foundation and University are expected to contribute approximately $10 million to the total project funding and related cost with the remaining funding through the issuance of not to exceed $9 million in tax-exempt bonds. The University wishes to accomplish this transaction as expeditiously as possible with structure, documentation and security similar to the other debt obligations of the University and through its related not-for-profit, Innovative Student Facilities, Inc.

The Quest for Excellence Capital campaign

In 2010, Louisiana Tech officials unveiled "Quest for Excellence," a capital campaign geared toward greatly enhancing the University's athletic facilities. Since that announcement more than three years ago, "Q4E" has become a visible reality. More than $3 million has been invested in numerous facility renovations, additions and improvements, including the baseball locker room and ticket office, the softball stands, press box and fence, the soccer lights, the Scotty Robertson Memorial Gym court and the court, video display board and sound system in the Thomas Assembly Center. These improvements, along with the University’s strong academic and athletic reputation, solidified Louisiana Tech’s invitation into Conference USA which Tech joined on July 1, 2013.

This next phase is the centerpiece of the "Quest for Excellence" campaign with the construction of the new south end zone athletic complex which will close the south end of Joe Aillet Stadium.
The Project

The University, through bond financing provided through Innovative Student Facilities, Inc. and contributions from students, alumni and sponsors, is developing the approximately 70,000 square-foot athletic facility to be located at the south end zone of Joe Aillet football stadium. The three-story athletic facility will benefit all of Louisiana Tech's student athletes as it will include a new state-of-the-art strength and conditioning complex utilized by all 16 of the University's athletic programs. The new weight room is more than twice the square footage of the existing one with double height space maximizing natural light, and it will include a field view of Joe Aillet Stadium as well as a supplement and nutrition bar. The building will house football coaches' offices, football locker room, team and position meeting rooms, club seating and a multi-functional dining space that can be utilized for athletic and campus events.

The second story of the facility will include the football coaches' offices as well as team and position meeting rooms. The 143-seat capacity, theatre-style meeting room will include state-of-the-art sound and video equipment and will be used for team meetings as well as athletic department press conferences and other events. Third story club level will include premium seating options with 302 chair back seats, multi-functional dining space seating up to 360, a private dining room with field view, and a full service commercial kitchen. In addition to generating additional revenue streams for the University and athletic department, this area will be utilized for campus, student and community events.

The Financing Summary

To accomplish the financing, Louisiana Tech University is entering into a Ground and Buildings Lease Agreement (the “Ground Lease”) by and between the Board of Supervisors for the University of Louisiana System (the “Board”), as lessor and Innovative Student Facilities, Inc. (the “Corporation”), as lessee and a Lease Agreement by and between the Corporation, as the lessor, and the Board, as lessee (the “Facilities Lease”) leasing the completed facility back to the Board and University for use. The Facilities Lease will provide for payment of debt service on the proposed revenue bond issue to be issued by the Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”) on behalf of the Board and Corporation.
The Board:
The Board of Supervisors for the University of Louisiana System is a public constitutional corporation and agency of the State whose responsibility is the supervision and management of State colleges and universities not managed by a separate higher education board created by the Louisiana Constitution. In the Fall of 2012, the Louisiana System enrolled 92,000 students in its nine (9) member institutions, including Louisiana Tech University.

The University:
Louisiana Tech University (the “University”), a four year, selective admissions, comprehensive public university, was founded in 1894 and is located in Ruston, Louisiana. The University has a current enrollment of approximately 11,000 students.

The 501(c)3 Corporation:
Innovative Student Facilities, Inc. (the “Corporation”) is a Louisiana nonprofit corporation created exclusively to assist and benefit the mission of Louisiana Tech University, including, but not limited to acquiring, constructing, developing, managing, leasing as lessor or lessee, mortgaging and/or conveying student housing and other facilities on the campus of the University. The proceeds of the Series 2014 Bonds will be loaned to the Corporation as the Borrower pursuant to a Loan and Assignment Agreement between the Issuer and the Corporation Borrower to finance the proposed Athletic project.

The Issuer:
The Louisiana Local Government Environmental Facilities and Community Development Authority (the “Authority”) is a political subdivision of the State of Louisiana. The purpose of the Authority is, among others enumerated in the Act, to assist in financing programs or loans to political subdivisions in the State of Louisiana.

Estimated 2014 Bond Amount: $9,000,000 (Not to Exceed)

Security for the Bonds:
Principal and interest on the proposed Series 2014 bonds is secured and payable by Rental Payments to the Corporation under Facilities Lease payable by the Board solely from certain student fee revenues of the University. The Board and University have not and will not pledge its full faith and credit to make any debt service payments on the Bonds.

The “Student Fee” shall mean the fifty dollar ($50) per quarter student fee collected from students of the University commencing during the Fall of 2012 for the purpose of providing funding for the following projects plus other projects to be determined as needed: (i) providing for the demolition of decommissioned dormitories; (ii) providing green space for outdoor classrooms; (iii) providing additional parking enhancements and improvements on and around campus; (iv) providing meeting space for recognized student organizations and clubs; (v) providing for the expansion of the athletic field house, including additional banquet facilities and improvements for organizational developments, conferences and workshops; (vi) providing for adequate intramural fields and equipment and (vii) providing student organization and student affairs improvements and enhancements to grow student leadership and development programming.
The University collected $358,970 in the Fall Quarter of 2012, $327,650 in the Winter Quarter of 2012, $311,985 in the Spring Quarter of 2013, $76,359 in the Summer Quarter of 2013, and $355,650 in the Fall Quarter of 2013. Pledged student fee revenues for a full fiscal year are estimated at $1,050,000 by University Finance staff.

Preliminary Sources & Uses Of Funds:

Sources Of Funds

- Par Amount of Series 2014 Bonds: $8,700,000
- Tech Foundation contribution: 9,300,000
- Available Student Fees: 900,000

Total Sources of Project Funds: $18,900,000

Uses Of Funds

- Deposit to Project Construction Fund: $14,000,000
- Estimated Architect & Engineering Services: 1,600,000
- Deposit to Maintenance Reserve Fund (MRF): 1,400,000
- Project Contingency: 1,000,000
- Equipment & Furnishings: 700,000
- Costs of Issuance for the Series 2014 Bonds: 200,000

Total Uses of Project Funds: $18,900,000

Preliminary Project Pro-Forma:

The following chart provides preliminary revenue and debt coverage information assuming the issuance of $8,700,000 in tax-exempt bonds in early 2014 and the funding of the Board-required Repair & Replacement Fund in advance at bond closing.

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<td>Annual Student Fee</td>
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<td>Projected Annual Fee Revenues</td>
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<tr>
<td>Excess Annual Revenue (after Debt)</td>
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<td>$615,000</td>
<td>$439,500</td>
<td>$438,750</td>
<td>$443,375</td>
<td>$438,500</td>
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The Repair and Replacement Fund: Board policy requires the University to deposit monies annually into a Repair & Replacement Fund (the "R&R Fund") an amount approximately equal to 1.50% of the project construction cost, that is used to pay (i) the costs of major repairs, replacements or maintenance of the Project; (ii) any reconstruction costs of the Project; and (iii) any capital costs of the Project. The annual funding typically commences the fiscal year after the projects are placed into service. Alternately, the University may elect to deposit in advance an amount equal to approximately 10% of the project construction cost into the R&R Fund. Annual payments to the R&R Fund are subordinate to debt service payments and not an event of default if not funded in any year. The University is investigating the up-front funding of the R&R Fund.

Project Preliminary Schedule:

The University plans to begin construction of the Athletic complex in March of 2014, with project development, construction and equipping taking about 16 months to complete. To meet this timeline the proposed preliminary schedule is as follows:

**PRELIMINARY TIMELINE**

- **November 1, 2013** Innovative Student Facilities, Inc. provides preliminary approval of the project and financing
- **November 4, 2013** Packet submitted to the UL Staff including the approval Resolution with business plan and draft legal documents.
- **November 14, 2013** LCDA meeting for preliminary approval of the financing
- **December 5, 2013** Board of Regents Meeting for final approval of leases
- **December 6, 2013** University of Louisiana System Board Meeting for final approval of leases
- **December 19, 2013** State Bond Commission for final approval of the financing
- **January 9, 2014** LCDA for final approval of the financing
- **February 2014** Price the Series 2014 bond issue
- **February 2014** Close and Fund bond issue
  
  
  Start Construction of Project
  
  **June, 2015** Completion of the Athletic Complex Project
University Contact

Joe Thomas
Louisiana Tech University
112 Keeny Hall
P.O. Box 3151
Ruston, Louisiana 71272
Phone: 318-257-2769
E-Mail: jthomas@latech.edu

Other Parties to the Proposed Transaction

Bond Counsel: Jones, Walker, L.L.P., Baton Rouge
Matt Kern; 225-248-2238

Board of Supervisors’ Counsel: DeCuir & Clark, Baton Rouge
Linda Clark; 225-346-8716

Underwriter: Raymond James & Associates, New Orleans
John Poche; Office: 504-527-0227
The following resolution was offered upon motion by ____________:

RESOLUTION

A RESOLUTION APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO LEASE WITH OPTION TO PURCHASE AND A GROUND AND BUILDINGS LEASE AGREEMENT IN CONNECTION WITH THE LEASE AND LEASE BACK OF PORTIONS OF THE CAMPUS OF LOUISIANA TECH UNIVERSITY TO INNOVATIVE STUDENT FACILITIES, INC. AND THE RENOVATION, DEVELOPMENT AND CONSTRUCTION OF CERTAIN ATHLETIC AND RELATED FACILITIES THEREON; AUTHORIZING THE ISSUANCE OF BONDS FOR SAID FACILITIES; APPROVING THE EXECUTION OF ANY AND ALL DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the Board of Supervisors for the University of Louisiana System (the "Board") will, pursuant to La. R.S. 17:3361 through 17:3365 (the "Act"), and other constitutional and statutory authority supplemental thereto, lease portions of the campus of Louisiana Tech University (the "University") to Innovative Student Facilities, Inc. (the "Corporation") in order to enable the Corporation to develop, construct and renovate campus athletic facilities;

WHEREAS, the Board desires to approve and authorize the execution of (a) a Ground and Buildings Lease Agreement by and between the Board and the Corporation (the "Ground Lease") and (b) an Agreement to Lease with Option to Purchase (the "Facilities Lease"), by and between the Board and the Corporation, relative to the lease and lease-back of a portion of the University's campus to the Corporation for the acquisition, development, construction, renovation and reconstruction of certain athletic and student facilities on the main campus of the University as shall be further described on Exhibit A to the Facilities Lease (the "Project");

WHEREAS, the Corporation intends to finance the Project using the proceeds of revenue bonds issued in one or more series (the "Bonds") by Louisiana Local Government Environmental Facilities and Community Development Authority (the "Issuer") and other funds available to the University; and

WHEREAS, the University has requested that the Board approve the issuance of the Bonds to finance the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors for the University of Louisiana System, as follows:
SECTION 1. The Ground Lease and the Facilities Lease, substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved, subject to such changes as may be approved by counsel to the Board.

SECTION 2. There is hereby approved the issuance by the Issuer of the Bonds for the purposes of financing the Project.

SECTION 3. The Chairman, Vice Chairman, Secretary of the Board, the System President, or the President of the University or the Vice President for Finance and Administration for the University shall be authorized to execute the Ground Lease, the Facilities Lease, attached hereto as Exhibits A and B, respectively, and any certificates, documents or other items necessary therefor, subject to approval by counsel to the Board.

SECTION 4. This resolution shall take effect immediately.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS:

NAYS:

ABSENT:

ABSTAINING:

The Resolution was declared to be adopted on the 6th day of December, 2013.

*****
(Other items not pertinent hereto are omitted)

Upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

______________________________
Chairman

Certified to be a true copy.

______________________________
Secretary

[SEAL]
Board of Supervisors for the University of Louisiana System

Joint Facilities Planning and Finance Committee

December 6, 2013

Item G.2. Nicholls State University’s request for approval to name the auditorium in Powell Hall the “Ridley J. Gros Auditorium.”

Executive Summary

The University is requesting approval to name the auditorium in Powell Hall the “Ridley J. Gros Auditorium” to honor the memory of the late Dr. Ridley Gros, Dean Emeritus of the College of Business. Dr. Gros was named Dean of the College of Business in 1971, and he remained dean until 1983, when he was named Vice President for Institutional Advancement. In 1992, he returned to the College of Business, retiring in 2002. As dean, he led the College of Business to its initial accreditation with the American Association of Colleges and Schools of Business (AACSB). With this accomplishment, Nicholls became one of the first small colleges to receive this status and, under Dr. Gros’ leadership, the College of Business remained fully accredited during his two tenures as dean.

See attached summary of his many accomplishments in his abbreviated biography.

Recommendation

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to name the auditorium in Powell Hall the “Ridley J. Gros Auditorium.”
November 1, 2013

Dr. Sandra Woodley  
System President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Woodley:

Nicholls State University requests consideration and approval of the enclosed items to be placed on the agenda for the December 6, 2013, meeting of the Board of Supervisors for the University of Louisiana System:

Name the auditorium in Powell Hall the Ridley J. Gros Auditorium

Please see attached justification.

Thank you for your assistance in this matter.

Sincerely,

Larry W. Howell  
Interim President

LWH/ad

Attachments

cc: Dr. Laynie Barrilleaux, Vice President for Academic Affairs  
Dr. Eugene Dial, Vice President for Student Affairs and Enrollment Services  
Mr. Mike Naquin, Associate Vice President for Finance and CFO  
Mr. Mike Davis, Assistant Vice President for Facilities  
Mrs. Stacy LeJeune, Internal Auditor  
Dr. Stephen Michot, Faculty Senate President and Faculty Association Representative
14 October 2013

Mr. Larry Howell, President (Interim)
P. O. Box 2001
Nicholls State University
Thibodaux, LA 70301

Dear Mr. Howell:

At the recommendation of Dr. Shawn Mauldin, dean of the College of Business, the Facilities Naming Committee has voted to name the auditorium in Powell Hall the Ridley J. Gros Auditorium to honor the memory of the late Ridley Gros, dean emeritus of the College of Business. Under the university's facilities naming policy, Dr. Gros's accomplishments in the categories of Academic and Honorific more than qualify him to be honored in such a manner.

Nicholls State College named Dr. Gros dean of the College of Business in 1971, and he remained dean until 1983, when he was named vice president for Institutional Advancement. In 1992, he returned to the College of Business, retiring in 2002. As dean, he led the College of Business to its initial accreditation with the American Association of Colleges and Schools of Business (AACSB). With this accomplishment, Nicholls became one of the first small colleges to receive this status, and, under Dr. Gros' leadership, the College of Business remained fully accredited during his two tenures as dean.

Dr. Gros was a national leader in his profession. The Federation of Disciplines of Business recognized his outstanding service with a Lifetime Achievement Award. He was also very active in civic and service organizations in his community, including the United Way of South Louisiana, the Boy Scouts of America, the Diocese of Houma-Thibodaux, and the Rotary Club of Thibodaux. Just some of his many accomplishments are attached in his abbreviated biography, included with this letter.

In accordance with university of Board of Supervisors' naming policy, please place the naming of the auditorium in Powell Hall on the agenda for the next regularly scheduled meeting of the Board. The Facilities Naming Committee joins me in thanking you for your assistance.

Sincerely,

[Signature]

David E. Boudreaux, Chair
Facilities Naming Committee
Affiliated with Nicholls State University since 1968, Dr. Gros became Dean of the College of Business at Nicholls State University in 1971. He attended the New Deans Seminar at Northwestern State University in 1972. During his first tenure as Dean (1971-1983) the College of Business received its initial accreditation (1983 – 240th program accredited). From 1983-92, he was a Vice President in the University. In 1992 Dr. Gros returned as Dean of the College of Business at Nicholls and in 1995, under his leadership, the College was re-affirmed for accreditation at the baccalaureate and master’s level. Dr. Gros retired from NSU on August 1, 2002 at which time the university conferred upon him the title of Professor and Dean Emeritus.

An active participant in academic meetings, Dr. Gros served as President of the Southwestern Federation of Administrative Disciplines, which has been renamed The Federation of Disciplines in Business. In 2001 Dr. Gros was awarded a Lifetime Achievement Award as one of the three original founders of this organization. He has served as Overall Chairman for the 57th annual convention of the Association for Business Communication, an international organization of 3,700 educators in business communications. In 1984 he served as a visiting professor at the University of Toulouse in Toulouse, France. He served as President of the Southwestern Business Deans’ Association in 1997 and currently serves on accreditation teams for the AACSB. Dr. Gros has stopped counting the total number of visits he has made, but under the new standards, within the past six years, has visited over 30 Business Schools. Dr. Gros served on the Candidacy Committee of this accrediting group from 1995 to 1999. This 18 member group approves for candidacy those schools currently seeking accreditation.

The author of nearly twenty articles in regional economics and business communications, Dr. Gros is a past President of the Board of Directors of the Thibodaux Chamber of Commerce and the Thibodaux Rotary Club. He has 31 years perfect attendance in Rotary. Also active in United Way for South Louisiana, Dr. Gros served as Co-Chairman of the Emergency Assistance Group for the Fund Distribution Committee of United Way. He was a group leader for the 1997 campaign. Dr. Gros served from 1972-1987 as Advisor to the Nicholls State University Rotaract Club. He has also been District Chairman for the Plantation District of Boy Scouts of America. From 1984-1993, Dr. Gros served as Planning Committee Chairman for the PIC Council for the Work Connection. This organization disburses annually nearly $3 million in Federal assistance money to a three-parish area. Dr. Gros was a member of the Board of Directors of Assumption Bank and Trust, and currently serves on the South Louisiana Economic Council, and the Workforce Investment Board. He chaired the committee that developed the strategic plan for Nicholls State University.

The recipient of the Distinguished Service Award from the Nicholls Alumni Federation, and the Distinguished Member Award of the Association for Business Communication, he is featured in Who’s Who in the South and Southwest, Outstanding Educators of America and received the Bishop’s Medal for service to the church from the Diocese of Houma, Thibodaux. He was selected by the Thibodaux Chamber of Commerce to receive the Frank Kennedy Award for “leadership, encouragement, perseverance and dedication to improving the City of Thibodaux.” Dr. Gros is married to the former Kathleen Dolese and is the proud father of four daughters, four granddaughters, and four grandsons.
Item G.3. University of Louisiana at Monroe's request for approval to accept donation of property located at 704 North McGuire from the University of Louisiana at Monroe Foundation.

EXECUTIVE SUMMARY

University of Louisiana at Monroe is requesting Board approval to accept the donation of property located at 704 North McGuire from the University of Louisiana at Monroe Foundation. The property adjoins the main campus at ULM and is currently owned by the ULM Foundation. The property is a vacant residential lot that is 70 feet wide and 160 feet deep (0.257 acres). The property will be retained for future growth and will serve as a buffer between University properties and the nearby residential neighborhood.

A copy of the MAI appraisal, regional and city location maps, property survey and description, Phase I Environmental Assessment, and abstract of title and land are available in the System Office.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request to accept donation of property located at 704 North McGuire from the University of Louisiana at Monroe Foundation.

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Monroe is hereby designated and authorized to sign any and all documents related to the donation.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
November 4, 2013

Dr. Sandra Woodley  
President  
University of Louisiana System  
1201 North Third Street – Suite 7-300  
Baton Rouge, LA 70802  

Dear Dr. Woodley:

The University of Louisiana at Monroe is requesting that the Board of Supervisors approve a donation of property (704 North McGuire) from the University of Louisiana at Monroe Foundation to ULM at its December 6, 2013, Board meeting.

Thank you for your consideration.

Sincerely,

Nick J. Bruno, Ph.D.  
President
Dr. Sandra Woodley  
President  
University of Louisiana System  
1201 N. Third Street, Suite 7-300  
Baton Rouge, LA  70802

RE: Donation of 704 N. Mcguire to the University of Louisiana at Monroe

Dear Dr. Woodley:

The University of Louisiana at Monroe is requesting that the Board of Supervisors for the University of Louisiana System approve a donation of property to ULM at the December 6, 2013 Board meeting.

The property to be donated is located at 704 N. McGuire Avenue, Monroe, LA  71209. This property adjoins the main campus at ULM and is currently owned by the ULM Foundation. The property is a vacant residential lot that is 70 feet wide and 160 feet deep (0.257 acres). The University recommends that the Board accept the donation of this property from the ULM Foundation. The property will be retained for future growth and will serve as a buffer between University properties and the nearby residential neighborhood.

The University will transmit the necessary documents to complete this transaction under separate cover to Renee Lorio. These documents include an MAI appraisal, Phase 1 Environmental Site Assessment, Property Boundary Survey and Legal Description, photos, and maps.

Should you have any questions or need further information please contact Jason Roubique, ULM Director of Facilities Management. Mr. Roubique may be reached by phone at 318-342-5171 or by email at roubique@ulm.edu.

Sincerely,

Nick J. Bruno  
President

xc: Renee Lorio, ULS Facilities Planning Coordinator  
William Graves, ULM Chief Business Officer
LEGAL DESCRIPTION
Lot 3 of Square 22 of Cole Addition to the City of Monroe, Louisiana, as per plat in Plat Book 3, page 4 of the records of Ouachita Parish, Louisiana.

FLOOD ZONE DATA
Based on FIRM Flood Insurance Rate Map No. 22073C00560 (March 15, 1994) for Ouachita Parish, Louisiana, this lot lies in Flood Zone "A".

CERTIFICATION
I, Thomas A. Semmes, Jr., a Registered Professional Land Surveyor in the State of Louisiana, do hereby certify that I have performed a Class "C" survey in accordance with the Standards of Practice for Property Boundary Surveys as established by the State Board of Registration for Professional Engineers and Land Surveyors and to the best of my knowledge this is a true representation of that survey.

Thomas A. Semmes, Jr.
P.O. Box 2433
West Monroe, Louisiana
(318) 551-9041

DATE: 10/21/2013 SCALE: 1" = 50' BOUNDARY AND IMPROVEMENT SURVEY
BE IT RESOLVED by the Board of Trustees of the University of Louisiana at Monroe Foundation domiciled in the city of Monroe, that is hereby authorized and empowered to execute any and all real estate transactions of whatever kind on behalf of for the state of Louisiana, for the following described property:

“Certain tract or parcel of ground together with all improvements, right of ways and servitudes appertaining and being in the Parish of Ouachita, State of Louisiana, in described as 704 N. McGuire – Lot Three (3) of Square Twenty Two (22) of Cole Addition to the City of Monroe, Louisiana, as Per Plat in Plat Book 3, Page 4 of the Records of Ouachita Parish, Louisiana.”

CERTIFICATE OF SECRETARY OF UNIVERSITY OF LOUISIANA AT MONROE FOUNDATION

I, Susan Hoffmann, Secretary/Treasurer of University of Louisiana at Monroe Foundation (the Corporation), do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Trustees of said corporation at a meeting thereof legally held on the 10th day of September, 2013; that said resolution is dully entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have here-unto set my hand as Secretary-Treasurer of said Corporation, this 10th day of September, 2013.

SUSAN HOFFMANN, Secretary/Treasurer
Item G.4. University of Louisiana at Monroe’s request for approval to enter into a lease agreement with Affinity Health Group, LLC for operation of ULM’s Student Health Center.

EXECUTIVE SUMMARY

University of Louisiana at Monroe is requesting Board approval to enter into a lease agreement with Affinity Health Group, LLC for operation of ULM’s Student Health Center. The University owns and operates a student health center located at 1140 University Avenue in Monroe. The student health center provides basic on-site outpatient medical and healthcare referral services for the University’s students. The student health center is widely used by students and has been successful in its mission to provide basic medical care services. The University also operates a counseling center that is housed in the same facility. It should be noted that no changes are being made to the Counseling Center and it will continue to be operated in the same location by ULM employees.

The lease agreement is in strict accordance with all provisions that were outlined in the request for proposals (RFP). Some key components of the lease agreement are:

1. The Lessee shall offer employment to all current ULM Student Health Center employees.
2. The Lessee shall provide all health services at no cost to ULM as detailed in the RFP. The Lessee abides by insurer’s rate schedules. Self-pay patients at the ULM Health Center will receive a 40% discount if payment is made at the time of service.
3. The Lessee will not pay the University any rent. The University will not pay the Lessee any fees for providing these services.
4. Lease Term: January 6, 2014 thru January 5, 2017. After this initial term, two additional three-year extensions of this lease agreement may be considered.

See the attached summary for additional details relative to this proposed lease.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval to enter into a lease agreement with Affinity Health Group, LLC for operation of ULM’s Student Health Center.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana System and/or the President of the University of Louisiana at Monroe are/is hereby designated and authorized to execute any and all documents necessary to execute said lease agreement.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
November 4, 2013

Dr. Sandra Woodley
President
University of Louisiana System
1201 Third Street, 7-300
Baton Rouge, LA 70802

Dear Dr. Woodley:

I am requesting permission to enter into a lease agreement with Affinity Health Group, LLC for operation of ULM’s Student Health Center.

Thank you for your consideration.

Sincerely,

[Signature]

Nick J. Bruno, Ph.D.
President
Proposed Student Health Center Lease Agreement

Presented December 6, 2013
**Background**

The University of Louisiana at Monroe (ULM) is committed to providing student – centered, innovative, and cost effective health care services for our students. Due to overall reductions in state financial support to ULM, the University has been working diligently to identify opportunities to reduce expenses for services provided without impacting the quality of these services. One area that ULM has focused on has been the operation of our student health center.

The University owns and operates a student health center located at 1140 University Avenue, Monroe, LA 71209. The student health center provides basic on-site outpatient medical and healthcare referral services for our students. The student health center is widely used by students and has been successful in its mission to provide basic medical care services. The University also operates a counseling center that is housed in the same facility. It should be noted that no changes are being made to the Counseling Center and it will continue to be operated in the same location by ULM employees.

As the University studied ideas and concepts to reduce expenses it became apparent that a private company could provide these student health care services in a more efficient, cost-effective manner. The University developed a request for proposals (RFP) that was publically advertised in accordance with all public bid laws. The RFP is attached for your reference. After receiving proposals, the University evaluated and selected Affinity Health Group, LLC as the successful vendor.

ULM looks forward to partnering with Affinity Health Group to provide these health care services for our students. The University will realize substantial savings and the quality of services will be improved for our student population.

**Proposed Lease Agreement**

In order to finalize our contract with Affinity Health Group, the University needs to enter into a Lease Agreement with Affinity Health Group. The proposed lease agreement is attached for your reference. The lease agreement is in strict accordance with all provisions that were outlined in the request for proposals. Some key components of the lease agreement are:

1. The Lessee shall offer employment to all current ULM Student Health Center employees.

2. The Lessee shall provide all health services at no cost to ULM as detailed in the RFP. The Lessee abides by insurer's rate schedules.
3. The Lessee will not pay the Lessor any rent. The Lessor will not pay the Lessee any fees for providing these services.

4. Lease Term: January 6, 2014 thru January 5, 2017. After this initial term two additional three year extensions of this lease agreement may be considered.

**Action Required by the Board of Supervisors**

The University of Louisiana at Monroe (ULM) respectfully requests authorization from the Board of Supervisors for the University of Louisiana System to enter into this lease agreement with Affinity Health Group, LLC. The final lease agreement will be subject to the review and approval of University of Louisiana System Staff and legal counsel.
LEASE

The Board of Supervisors for the University of Louisiana System
on behalf of University of Louisiana at Monroe to Affinity Health Group, L.L.C

WHEREAS this Lease (the "Lease") is made and entered into by and between The Board of Supervisors of
The University of Louisiana System ("ULS") on behalf of University of Louisiana at Monroe (hereinafter referred to as
"ULM" or "Lessor"); and Affinity Health Group, L.L.C ("Affinity") a privately held limited liability company, having its
principal place of business at 300 Desiard Street, Suite 355, Monroe, LA, 71201 (sometimes hereinafter referred to
as the "Lessee"); provides as follows:

WITNESSETH

WHEREAS, in response to Lessor's Request for Proposal 50006-050 (herein referred to as the "RFP") to provide
an integrated and affordable college student health service program, with an emphasis on preventative care on the
Lessor's Campus, Affinity Health Group, L.L.C has been selected to provide the said services; and

WHEREAS, this Lease is for the provision and management of student-centered, innovative, and cost effective
health services on the Lessor's campus at no direct cost to ULM. Student learning is influenced by student health and
wellness. Students who are ill have increased absenteeism, lowered ability to concentrate and learn, and ultimately,
are less likely to successfully complete their programs of study.

WHEREAS, Lessee agrees to furnish those services detailed in its proposal, referenced exhibits, and
appendices ("Proposal") in response to ULM's RFP 50006-050 which relates to the student health services at
Lessor's Student Health Center. The RFP, Addendum and Lessee's Proposal detail the scope of services to be
furnished and Lessor and Lessee's related obligations therein;

NOW AND THEREFORE, in consideration of the mutual benefits accruing to the parties under this Lease, the
parties do enter into this Lease under the following terms and conditions;

1. The Lessee agrees to furnish those services detailed in the proposal to ULM's RFP 50006-050 which
relates to the ULM Student Health Center. The RFP and Lessee's Proposal and referenced exhibits define
the scope of services to be furnished and Lessor's and Lessee's related obligations therein. The RFP
further defines the facilities and services which Lessor will provide at no cost to the Lessee. Services to the
Students or staff will be of no cost to the Lessor as detailed in the RFP and Proposal. The Lessee will abide
by insurers' rate schedules. Pursuant to the Proposal, self-pay patients at the ULM Health Center will
receive a 40% discount if payment is made at time of service.

2. Either party may terminate this Lease for cause, as defined under Louisiana law, based upon the failure of a
party to comply with the terms and conditions of the Lease. In such event, the terminating party shall
provide written notice specifying the problem to be corrected. If the problem is not resolved within thirty (30)
days of notice or if the problem is such that additional time is required and remains unresolved after a
reasonable period, the terminating party may then place the other party in default and the Lease shall
terminate on the date set forth in the notice.

3. Lessor may terminate the Lease without cause at any time by giving one hundred eighty (180) days written
notice to the Lessee.

4. All records, reports, documents and other material delivered or transmitted to Lessee by Lessor shall remain
the property of the Lessor and shall be returned by Lessee to Lessor, at Lessee's expense at termination or
expiration of this Lease. All records, reports, documents, or other material related to this Lease and/or
obtained or prepared by Lessee in connection with the performance of the services contracted for herein
shall become the party of the Lessor and shall upon request, be returned by Lessee to Lessor, at Lessee’s
expense, at termination of the Lease. Notwithstanding the foregoing, Lessee shall retain all records,
reports, documents or other material prepared by or for the Lessee in connection with the delivery of medical
related services and shall maintain the same in compliance with HIPAA and all other applicable federal and
state laws and regulations. In addition, all records, reports, documents, or other material prepared by or for
the Lessee in connection with all services rendered under this Lease, which in Lessee's opinion are confidential or proprietary in nature, shall remain the property of the Lessee.

5. The Lessee shall not assign any interest in this Lease and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of Lessor. Notice of any such assignment or transfer shall be furnished promptly to the Lessor.

6. It is hereby agreed that the Legislative Auditor of the State of Louisiana, ULM's internal Auditor and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of the Lessee which relate to this Lease.

7. In accordance with the authority provided in La.R.S. 17:3361 the term of this Lease will be for three (3) years starting January 6, 2014 and ending January 5, 2017. Two (2) additional three (3) year extensions may be considered at the discretion of the University and acceptance by Affinity.

8. The Lessee agrees to abide by the requirements of the following, as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Lessor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

9. Legal requirements with the RFP and the Laws of Louisiana shall apply.

10. This Lease together with the RFP, Addendum, and Lessee's Proposal constitute the entire agreement between the parties.

11. The HIPPA Privacy and Business Associate Agreement is a sub agreement marked as Appendix A and is incorporated herein by reference.

WITNESSES:

LESSEE: Affinity Health Group, L.L.C
Mike W. Breard
Executive Vice President

BY:

_______________________________

NOTARY PUBLIC

THUS DONE AND SIGNED, effective this ____ day of ______, 200_ before the undersigned competent witnesses:
WITNESSES:

LESSOR: ULM
Dr. Nick J. Bruno, President

BY:

__________________________

__________________________

__________________________

__________________________

NOTARY PUBLIC

THUS DONE AND SIGNED, effective this ______ day of ________, 200_, before the undersigned competent witnesses:

WITNESSES:

LESSOR: UNIVERSITY OF LOUISIANA SYSTEM
BOARD OF SUPERVISORS, acting
Through Dr. Sandra K. Woodley, President

BY:

__________________________

__________________________

__________________________

__________________________

NOTARY PUBLIC
APPENDIX A

HIPAA Privacy and Business Associate Agreement

This Agreement is entered into this _____ day of _____________, __________, between the University of Louisiana at Monroe ["ULM"], and Affinity Health Group, LLC ("Business Associate"). This Agreement is incorporated into the Lease related to the ULM Student Health Center Agreement between ULM and Business Associate, dated [Date of Agreement]. The parties intend to use this Agreement to satisfy the Business Associate contract requirements in the regulations at 45 CFR 164.502(e), 164.504(e) and 164.314(a), issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) and regulations promulgated thereunder; and for further applicable HIPAA developments published after enactment of P.L. 111-5, including statutes, case law, regulations and other agency guidance.

1.0 Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR part 160 and part 164, including sections 160.103, 164.103, 164.304 and 164.501. Notwithstanding the above, "Covered Entity" shall mean ULM; "Individual" shall mean the person who is the subject of the Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g); Protected Health Information shall have the meaning defined in 45 CFR 160.103, which also sets forth the definition of health information, including genetic information as clarified by P.L. 110-233 and applicable regulations; "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designee; "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E; and "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C. "Contract" shall mean the said Lease entered into between Affinity Health Group, LLC and ULM related to the ULM Student Health Center.

2.0 Obligations and activities of Business Associate

Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by Section 3.0 of this Agreement, or as required by law.

(a) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(c) Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not provided for by this Agreement and any security incident of which it becomes aware. For purposes of this Agreement, "security incident" shall have the same meaning as the term "security incident" in 45 CFR 164.304.

(d) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information or electronic Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
(e) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.

(f) Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations.

(g) Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

(h) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(i) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.

(j) Business Associate agrees to satisfy all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162. Business Associate further agrees to ensure that any agent, including a subcontractor that conducts standard transactions on its behalf will comply with the EDI Standards.

(k) Business Associate agrees to determine the minimum necessary type and amount of PHI required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

(l) Business Associate agrees to restrict the use or disclosure of Protected Health Information, and document those restrictions, at the request of Covered Entity pursuant to 45 CFR 164.522(a), in a prompt and reasonable manner consistent with the HIPAA regulations.

(m) Business Associate agrees to accommodate alternative means or alternative locations to communicate Protected Health Information, and document those alternative means or alternative locations, at the request of Covered Entity or an Individual, pursuant to 45 CFR 164.522(b), in a prompt and reasonable manner consistent with the HIPAA regulations.

(n) Business Associate agrees to be the primary party responsible for receiving and resolving requests from an individual exercising his or her individual rights described in subsections (f), (g), (j), and (n) of this section 2.0.

(o) Business Associate agrees to implement any and all administrative, technical and physical safeguards necessary to reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it receives, maintains or transmits related to the Contract.

(p) Business Associate agrees to ensure that access to electronic Protected Health Information related to the Covered Entity is limited to those workforce members who require such access because of their role or function.

(q) Business Associate agrees to implement safeguards to prevent its workforce members who are not authorized to have access to such electronic Protected Health Information from obtaining access and to otherwise ensure compliance by its workforce with the Security Rule.
(r) Business Associate acknowledges that enactment of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5, ARRA) amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Business Associate’s obligations and activities under HIPAA’s Privacy Rule and Security Rule. Requirements applicable to Business Associate under Title XIII, Subtitle D of ARRA are hereby incorporated by reference into the Agreement, including provisions that would govern the Covered Entity’s action if the Business Associate undertakes that action on behalf of the Covered Entity. Business Associate agrees to comply, as of the applicable effective dates of each such HIPAA obligation relevant to Business Associate, with the requirements imposed by ARRA, including monitoring federal guidance and regulations published thereunder and timely compliance with such guidance and regulations. In consequence of the foregoing direct regulation of Business Associate by HIPAA laws and regulations, notwithstanding any other provision of the Agreement, Business Associate further agrees to monitor HIPAA Privacy and Security requirements imposed by future laws and regulations, and to timely comply with such requirements when acting for or on behalf of the Covered Entity in its capacity as a Business Associate.

(s) Further, Business Associate agrees to timely undertake all activities associated with the duties of ARRA section 13402 (and related guidance) in the event that Business Associate (or its agent) experiences a breach of Covered Entity’s Protected Health Information requiring notice to affected Individuals and/or any other party. Business Associate agrees that Covered Entity will be given reasonable advance opportunity to review the proposed notice or other related communications to any Individual or third party regarding the breach; Covered Entity may propose revised or additional content to the materials which will be given reasonable consideration by Business Associate (or its agent).

3.0 Permitted or required uses and disclosures by Business Associate

(a) General use and disclosure.

(i) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract and in this Agreement, provided that such use or disclosure of Protected Health Information would not violate the Privacy Rule, including the minimum necessary requirement, if done by Covered Entity.

(b) Additional use and disclosure.

(i) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(ii) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(iv) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
4.0 Obligation to inform Business Associate of Covered Entity’s privacy practices and any authorization or restriction

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate’s uses or disclosures of Protected Health Information.

5.0 Permissible requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6.0 Term and termination

(a) Term. The term of this Agreement shall be effective as of January 6, 2014, and shall terminate upon the end of the Contract.

(b) Termination for cause. The Covered Entity may, in its sole discretion, provide an opportunity for Business Associate to cure any breach of the Contract or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Contract if Business Associate has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of Health and Human Services.

(c) Effect of termination. The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of this Agreement and the Contract for regulatory and other business reasons. The parties further agree that it would be infeasible for Covered Entity to maintain such records because Covered Entity lacks the necessary system and expertise. Accordingly, Covered Entity hereby appoints Business Associate as its custodian for the safe keeping of any record containing Protected Health Information that Business Associate may determine it is appropriate to retain. Notwithstanding the expiration or termination of the Contract, Business Associate shall extend the protections of this Agreement to such Protected Health Information, and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.

7.0 Miscellaneous

(a) Regulatory references. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the enactment of any law or regulation affecting the use, disclosure, or safeguarding of Protected Health Information or electronic Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend the Contract and this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Contract on thirty (30) days written notice to the other party.

(c) Survival. The respective rights and obligations of Business Associate under Section 6.0 of this Agreement shall survive the termination of this Agreement.
(d) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the Privacy and Security Rules.

(e) **No third party beneficiary.** Nothing expressed or implied in this Agreement or in the Contract is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) **Severability.** If any provision of this Agreement is held illegal, invalid, prohibited or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated in that jurisdiction to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(g) **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Louisiana to the extent not preempted by the Privacy or Security Rules or other applicable federal law.

---

**[For ULM]**

By: ____________________________

Name: Dr. Nick J. Bruno

Title: President

Date: ____________________________

---

**[For Affinity Health Group, LLC]**

By: ____________________________

Name: Mike W. Breard

Title: Executive Vice President

Date: ____________________________
Item G.5.  University of New Orleans' request for approval to eliminate a student fee of $6.00 per semester.

EXECUTIVE SUMMARY

As a cost-saving measure, the University of New Orleans Children’s Center is closing its operations effective December 20, 2013. As a result, the current fee of $6.00 per semester charged to each student, which was approved by the students in January 1988, will not be assessed beginning with the Spring 2014 semester. This fee was restricted for planning, construction, furnishing, operation, maintenance, and subsidizing of student use for a child care center on the campus of the University of New Orleans.

The University is requesting permission to remove this student self-assessed fee from its Board authorized tuition and fees.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of New Orleans’ request for approval to eliminate a student fee of $6.00 per semester.
November 5, 2013

Dr. Sandra K. Woodley
President
University of Louisiana System
1201 N. Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Woodley:

On behalf of the University of New Orleans, I am requesting approval of the enclosed notification of cancellation of the current $6 per student per semester fee as outlined on the attached letter. This includes fall, spring and summer semesters.

If I may be of further assistance, please let me know.

Sincerely,

[Signature]

Dr. Peter Fos
President
November 5, 2013

Dr. Peter Fos, Ph.D., M.P.H
President
University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148

Subject: Cancellation of current $6 per student per semester and summer term

Dear Dr. Fos,

As you are aware, the University of New Children’s Center is closing its operations effective December 20, 2013. As a result, the current fee of $6 per student per semester and summer term, effective January, 1988 and restricted for the planning, construction, furnishing, operation, maintenance, and subsidizing of student use for a child care center on the campus of the University of New Orleans will no longer be assessed beginning Spring 2014. Therefore, the University of New Orleans requests the removal of this student self-assessed fee, effectively reducing the University’s tuition by the amount of the fee.

Thank you for your favorable response.

Sincerely,

Dr. Gregg Lassen, VP Business Affairs
Item G.6. University of Louisiana System’s discussion of Fiscal Year 2013-14 first quarter financial reports and ongoing assurances.

EXECUTIVE SUMMARY

Attached is a summary of the financial activities for the period ended September 30, 2013. This information was obtained from first quarter financial reports submitted by each university.

This is a report only and no action by the Board is necessary.
G.6.

UNIVERSITY OF LOUISIANA SYSTEM
ANALYSIS OF FINANCIAL REPORTS FOR 1st QUARTER OF
FY 2013-2014

Revenues:
1. The UL System reported year-to-date revenues for the first quarter as follows:
   a) State General Fund (Direct) and Statutory Dedicated - $58.2 million or 24.2% of the budgeted amount
   b) Self-Generated Funds - $235.9 million or 47.5% of the budgeted amount
   c) Total revenues reported are $294.1 million or 39.9% of the budgeted amount

A comparison of year-to-date self-generated revenues in the first quarter of 2014 to 2013 follows:

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Year-to-Date 1st Qtr. of FY13</th>
<th>Year-to-Date 1st Qtr. of FY14</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>% of Budget</td>
</tr>
<tr>
<td>Tuition and Fees</td>
<td>$211,892,171</td>
<td>49.2%</td>
</tr>
<tr>
<td>Other Sources</td>
<td>$11,978,110</td>
<td>38.5%</td>
</tr>
<tr>
<td>Total Self-Generated</td>
<td>$223,870,281</td>
<td>48.5%</td>
</tr>
</tbody>
</table>

Staff Comments:

1. The Operating Budget includes $94.5 million of Statutory Dedicated Revenues from the Overcollections Fund. Actual revenues from the Overcollections fund at the end of the first quarter total $8.2 million or 8.7% of the fund.

2. State General Fund revenues are down $12.2 million or 17% from first quarter 2013.

3. Self-generated revenues are up $12 million or 5.4% from first quarter 2013.

Approximately 13% of the 2013-2014 Operating Budget is derived from one-time funds appropriated as Statutory Dedications from the Overcollections Fund. We have concerns that such a large amount of the Fiscal Year 2014 budget consists of one-time money, much of which is yet to be collected by the State.
Expenses:

Total Year-To-Date Expenses for the UL System as of the end of the first quarter were $203.9 million. The UL System reported expenses as of the first quarter as follows:

a) Personal services - $118.6 million, 21.9% of the available budget for this category

b) Operating expenses - $25.8 million, 38% of the available budget for this category

c) Professional services - $1.2 million, 24.6% of the available budget for this category

d) Other charges - $56.8 million, 48.9% of the available budget for this category

e) Acquisitions - $1.5 million, 23% of the available budget for this category

System-wide expenses by function as of September 30, 2013 were as follows:

a) Instruction, research, and student related - $138.2 million, 68% of total expenses

b) Institutional support - $29.2 million, 14% of total expenses

c) Operation and maintenance of plant- $26.3 million, 13% of total expenses

d) Transfers - $10.2 million, 5% of total expenses

Staff Comments:

Expenditures are reported at 27.7% of budget. Total expenditures are down $1.8 million or .9% from 2013. The staff has no concerns at this time.

Highlights of Auxiliary Financial Report:

1. Actual revenues for auxiliary operations, excluding athletics, total $59.6 million as of the first quarter. This is an increase of $760,000 or 1.2% over fiscal year 2013.

2. Actual expenses for auxiliary operations, excluding athletics, total $34.3 million as of the first quarter. This is a decrease of approximately $6.2 million or 15%.

3. Projected Mandatory Transfers In/Out for auxiliary operations, excluding athletics, totals $16 million of Transfers Out as of the first quarter. This is an increase of approximately $7 million when compared to the first quarter of last
year. The majority of these transfers out are due to scheduled debt service payments. Projected Non-Mandatory Transfers In/Out total $7.4 million of Transfers Out. These non-mandatory transfers include transfers to other auxiliary funds, payments for insurance, and other auxiliary expenses.

4. The current year change in fund balances (excluding athletics) for fiscal year 2013-2014 are $5 million after taking into account all transfers.

5. Universities with deficits in excess of $50,000 in specific auxiliary operations are:
   - Power Plant/Utilities/Telecommunications – SLU
   - Student Center/Union – UNO

7. Power Plant/Utilities/Telecommunications deficit at SLU totaling $57,586 is a planned deficit to spend some of the fund balance.

8. Student Center at UNO deficit totaling $326,321 is due to declining enrollment and inadequate student fee allocation. To offset the deficit, the revenues generated by other auxiliaries, such as contracted services, are used.

Athletics:

1. Total revenues are $8 million as of the first quarter, a decrease of $1.4 million of 15% from 2013.

2. Total expenses as of the first quarter 2014 total $26.6 million, an increase of $3.6 million or 15% from 2013.

3. After taking into account all transfers in, the universities project the following current year surplus/(deficit) balances:
   - GSU - break-even
   - LTU - break-even
   - MSU - $5,857 surplus
   - NiSU - $100,000 surplus
   - NSU - break-even
   - SLU - $1,225,194 deficit; SLU has sufficient fund balance to cover the deficit
   - ULL - break-even
   - ULM - break-even
   - UNO - $3,073 deficit

The total current year deficit for the System is projected to be $1.1 million.
Staff Comments:

There are no unexplained variances in the non-athletic and athletic accounts. The staff has no concerns relating to auxiliary accounts.

Other Information:

Student enrollment at the nine universities for the fall 2013-2014 semester totaled 89,535, a decrease of 2,622 students over the fall 2012-2013 semester.

Management’s Quarterly Certifications:

No exceptions were noted by campuses. All certifications are available for review in the System office, as well as individual university reports.
### Operating Data Report

#### 2014

#### Revenue

<table>
<thead>
<tr>
<th>Inst</th>
<th>Description</th>
<th>Original Budget</th>
<th>Revised Budget</th>
<th>Contingent Budget</th>
<th>Available Budget</th>
<th>YTD Quarter 1</th>
<th>YTD Quarter 2</th>
<th>YTD Quarter 3</th>
<th>YTD Quarter 4</th>
<th>Total To Date</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>GENERAL FUND (DIRECT)</td>
<td>129,598,714</td>
<td>129,598,714</td>
<td>0</td>
<td>129,598,714</td>
<td>49,972,125</td>
<td>49,972,125</td>
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<td></td>
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<td>38.6%</td>
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<tr>
<td>411</td>
<td>STAT DED - SELF</td>
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<td>15,638,062</td>
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<td>15,638,062</td>
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</tr>
<tr>
<td>412</td>
<td>STAT DED - Higher Education Initiatives</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.0%</td>
</tr>
<tr>
<td>413</td>
<td>STAT DED - Calcasieu Parish Fund</td>
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<td>419,794</td>
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<td></td>
<td></td>
<td>0</td>
<td>0.0%</td>
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<tr>
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<td>95,263,345</td>
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<tr>
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<td>DUE FROM OTHERS - Settlement Agreement</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>#Num!</td>
</tr>
<tr>
<td>422</td>
<td>DUE FROM OTHERS</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
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<td>0.0%</td>
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<td>INTERAGENCY TRANSFERS</td>
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<td>74,923</td>
<td>0</td>
<td>74,923</td>
<td>0</td>
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<td></td>
<td></td>
<td>0</td>
<td>0.0%</td>
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<tr>
<td>451</td>
<td>FSG - GEN REGISTRATION FEES</td>
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<td>413,166,671</td>
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</tr>
<tr>
<td>452</td>
<td>FSG - NON-RESIDENT FEES</td>
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<td>49,931,588</td>
<td>22,197,335</td>
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<tr>
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<td>EDUCATIONAL ACTIVITIES/STATE GRANT</td>
<td>5,359,447</td>
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<tr>
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<td>OTHER SOURCES - Other</td>
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<td>6,880,702</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>738,447,695</td>
<td>739,191,574</td>
<td>-1,556,135</td>
<td>737,635,439</td>
<td>294,109,615</td>
<td>294,109,615</td>
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<td></td>
<td>294,109,615</td>
<td>39.8%</td>
</tr>
</tbody>
</table>

#### Expenditures by Function

<table>
<thead>
<tr>
<th>Inst</th>
<th>Description</th>
<th>Original Budget</th>
<th>Revised Budget</th>
<th>Contingent Budget</th>
<th>Available Budget</th>
<th>YTD Quarter 1</th>
<th>YTD Quarter 2</th>
<th>YTD Quarter 3</th>
<th>YTD Quarter 4</th>
<th>Total To Date</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>510</td>
<td>INSTRUCTION</td>
<td>321,415,800</td>
<td>321,080,356</td>
<td>-746,996</td>
<td>320,333,360</td>
<td>69,264,479</td>
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<td></td>
<td></td>
<td>69,264,479</td>
<td>21.5%</td>
</tr>
<tr>
<td>511</td>
<td>RESEARCH</td>
<td>32,216,292</td>
<td>32,395,763</td>
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<td>32,395,763</td>
<td>3,596,748</td>
<td></td>
<td></td>
<td></td>
<td>3,596,748</td>
<td>11.2%</td>
</tr>
<tr>
<td>512</td>
<td>PUBLIC SERVICE</td>
<td>5,427,016</td>
<td>5,415,957</td>
<td>0</td>
<td>5,415,957</td>
<td>1,078,777</td>
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<td></td>
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<td>1,078,777</td>
<td>19.9%</td>
</tr>
<tr>
<td>513</td>
<td>ACADEMIC SUPPORT</td>
<td>65,070,194</td>
<td>65,090,474</td>
<td>-156,377</td>
<td>64,934,097</td>
<td>17,451,756</td>
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<td>17,451,756</td>
<td>26.8%</td>
</tr>
<tr>
<td>521</td>
<td>STUDENT SERVICES</td>
<td>38,467,286</td>
<td>38,488,731</td>
<td>-56,377</td>
<td>38,432,354</td>
<td>8,985,832</td>
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<td></td>
<td></td>
<td>8,985,832</td>
<td>23.4%</td>
</tr>
<tr>
<td>522</td>
<td>INSTITUTIONAL SUPPORT</td>
<td>97,065,697</td>
<td>97,330,144</td>
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</tr>
<tr>
<td>523</td>
<td>SCHOLARSHIPS &amp; FELLOWSHIPS</td>
<td>80,914,752</td>
<td>80,868,752</td>
<td>-169,132</td>
<td>80,699,620</td>
<td>37,823,180</td>
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<td></td>
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<td>46.7%</td>
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<tr>
<td>524</td>
<td>OPERATION &amp; MAINT OF PLANT</td>
<td>74,243,599</td>
<td>74,857,692</td>
<td>-370,876</td>
<td>74,486,816</td>
<td>26,344,021</td>
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<td>35.5%</td>
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<tr>
<td>531</td>
<td>ATHLETICS</td>
<td>19,440,337</td>
<td>19,476,983</td>
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<td>19,476,983</td>
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<td>7,792,063</td>
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<tr>
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<td>OTHER</td>
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<td>56.9%</td>
</tr>
<tr>
<td></td>
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<td>738,447,695</td>
<td>739,191,574</td>
<td>-1,556,135</td>
<td>737,635,439</td>
<td>203,957,489</td>
<td>203,957,489</td>
<td></td>
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<td>203,957,489</td>
<td>27.6%</td>
</tr>
</tbody>
</table>

#### Surplus/Deficit

<p>| Surplus/Deficit | 90,152,126 | 90,152,126 |</p>
<table>
<thead>
<tr>
<th>Inst</th>
<th>Description</th>
<th>Original Budget</th>
<th>Revised Budget</th>
<th>Contingent Budget</th>
<th>Available Budget</th>
<th>YTD Quarter 1</th>
<th>YTD Quarter 2</th>
<th>YTD Quarter 3</th>
<th>YTD Quarter 4</th>
<th>Total To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>611</td>
<td>SALARIES</td>
<td>372,563,690</td>
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<tr>
<td>612</td>
<td>OTHER COMPENSATION</td>
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<td>11,471,417</td>
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<td></td>
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<tr>
<td>613</td>
<td>RELATED BENEFITS</td>
<td>158,043,137</td>
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<td>158,051,893</td>
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<td>22.1%</td>
<td>345,340</td>
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<tr>
<td>621</td>
<td>TRAVEL</td>
<td>2,590,418</td>
<td>2,712,983</td>
<td>-108,000</td>
<td>2,604,983</td>
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<td>345,340</td>
<td>13.3%</td>
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<td></td>
</tr>
<tr>
<td>622</td>
<td>OPERATING SERVICES</td>
<td>56,346,524</td>
<td>56,402,682</td>
<td>-746,429</td>
<td>55,556,253</td>
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<td></td>
</tr>
<tr>
<td>623</td>
<td>SUPPLIES</td>
<td>10,217,443</td>
<td>10,093,771</td>
<td>-335,286</td>
<td>9,758,485</td>
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<tr>
<td>631</td>
<td>PROFESSIONAL SERVICES</td>
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<td>1,225,192</td>
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<tr>
<td>632</td>
<td>OTHER CHARGES/INTERAGENCY</td>
<td>116,529,338</td>
<td>116,547,532</td>
<td>-266,263</td>
<td>116,281,269</td>
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<tr>
<td>633</td>
<td>GENERAL ACQUISITIONS</td>
<td>2,666,616</td>
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<tr>
<td>633</td>
<td>GENERAL ACQUISITIONS/MAJOR REPAIR</td>
<td>164,356</td>
<td>147,327</td>
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<td>147,327</td>
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<tr>
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<td>LIBRARY ACQUISITIONS</td>
<td>2,898,711</td>
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<td>2,922,122</td>
<td>1,234,024</td>
<td>1,234,024</td>
<td>42.6%</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total To Date</th>
<th>Surplus/Deficit</th>
</tr>
</thead>
<tbody>
<tr>
<td>203,957,490</td>
<td>90,152,125</td>
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</tbody>
</table>

Thursday, November 21, 2013
<table>
<thead>
<tr>
<th></th>
<th>Beginning Fund Balance</th>
<th>Year-to-Date Revenues</th>
<th>Projected/Additional Revenues</th>
<th>Total Expected Revenues</th>
<th>Year-to-Date Expenses</th>
<th>Projected/Additional Expenses</th>
<th>Total Expected Expenses</th>
<th>Mandatory Net Transfers in (Out) w/Projections</th>
<th>Current Yr. Operating Surplus (Deficit)</th>
<th>Non-Mandatory Net Transfers in (Out) w/Projections</th>
<th>Current Change in Fund Balance</th>
<th>Projected Ending Fund Balance</th>
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</thead>
<tbody>
<tr>
<td>Athletics</td>
<td>($5,115,709)</td>
<td>$8,090,139</td>
<td>$39,886,133</td>
<td>$47,976,272</td>
<td>$26,589,028</td>
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<td>$79,507,555</td>
<td>$10,375,822</td>
<td>($21,213,451)</td>
<td>$20,091,051</td>
<td>($1,122,410)</td>
<td>($6,258,119)</td>
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<tr>
<td>Contracted Services</td>
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<td>$37,732,741</td>
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<td>$32,930,621</td>
<td>$64,758,000</td>
<td>$5,853,038</td>
<td>($1,926,806)</td>
<td>$2,241,965</td>
<td>$2,573,337</td>
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<tr>
<td>Dining Services (self-oped)</td>
<td>$21,369,441</td>
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<td>$4,270,449</td>
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<td>$7,629,665</td>
<td>$1,440,389</td>
<td>$6,058,878</td>
<td>$7,570,787</td>
<td>($3,073)</td>
<td>$1,495,708</td>
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<td>$306,050</td>
<td>$87,580</td>
<td>$201,987</td>
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<td>$16,483</td>
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<td>Recreation / Wellness</td>
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<td>$56,861</td>
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<td>Power Plant/Utilities/</td>
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<td>$7,778,924</td>
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<td>Telecommunications</td>
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<td>$179,435</td>
<td>$230,617</td>
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<td>$3,294,536</td>
<td>$4,399,983</td>
<td>($415,845)</td>
<td>($438,211)</td>
<td>($15,670)</td>
<td>($4,900)</td>
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<tr>
<td>Auxiliary Mgmt Overhead</td>
<td>($51,182)</td>
<td>$179,435</td>
<td>$230,617</td>
<td>$1,115,447</td>
<td>$3,294,536</td>
<td>$4,399,983</td>
<td>($415,845)</td>
<td>($438,211)</td>
<td>($15,670)</td>
<td>($4,900)</td>
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<tr>
<td>(Acceding, utilities, etc.)</td>
<td>$2,692,559</td>
<td>$3,485,918</td>
<td>$6,178,477</td>
<td>$1,550,652</td>
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<td>$6,103,708</td>
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<td>($1,405,741)</td>
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<td>Consolidated F/Bal #</td>
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<tr>
<td>Total (excluding Athletics)</td>
<td>$66,216,405</td>
<td>$59,657,950</td>
<td>$89,206,961</td>
<td>$148,664,931</td>
<td>$85,929,593</td>
<td>$120,273,785</td>
<td>($16,047,786)</td>
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<td>SLC</td>
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<td>$60,933,250</td>
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<td>$199,841,340</td>
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<td>($5,670,103)</td>
<td>$12,644,442</td>
<td>$3,974,339</td>
<td>$65,075,035</td>
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</tbody>
</table>

### Notes:
- All auxiliary fund balances, except for Athletics, are included in this total.
### UNIVERSITY OF LOUISIANA SYSTEM
### Contracted Services (Auxiliary) Financial Report
### Fiscal Year 2013-2014

As of the Quarter Ended 9/30/2013

<table>
<thead>
<tr>
<th>Outsourced Auxiliary Services</th>
<th>Revenues</th>
<th>Expenses</th>
<th>Mandatory Net Transfers In (Out)</th>
<th>Current Yr. Operating Surplus (Deficit)</th>
<th>Non-Mandatory Net Transfers In (Out)</th>
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<tbody>
<tr>
<td>Dining Services</td>
<td>$32,913,559</td>
<td>$30,151,487</td>
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<td>Bookstore</td>
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<td>$1,483,681</td>
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<td>Student Center/Union</td>
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<td>Vending</td>
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<td>Card Services / Card ID</td>
<td>$0</td>
<td>$0</td>
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<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

Grand Total

| Total            | $37,732,742  | $32,930,821| $0                               | $4,801,921                             | ($1,283,080)                         |

I certify that the information in this Auxiliary Financial Report for Contracted Services is true and correct to the best of my knowledge.

_____________________________  ________________________
CHIEF FINANCIAL OFFICER        DATE