AGENDA
FINANCE COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*11:20 a.m., Thursday, August 27, 2015**
Claiborne Building Conference Center
Room 100, “Louisiana Purchase Room”
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. Winfred Sibille, Chair
Mr. Edward Crawford III, Vice Chair
Mr. Mark Romero
Mr. Carl Shetler
Mr. Robert Shreve
Mr. Gary Solomon

A. Call to Order
B. Roll Call
C. Approval of Minutes of June 25, 2015 Finance Committee Meeting
D. Consent Agenda:

Board Agenda Item H.2.

Louisiana Tech University’s request for approval of a Cooperative Endeavor Agreement with PSF International, LLC.

Board Agenda Item H.4.

Northwestern State University’s request for approval to enter into a Cooperative Endeavor Agreement with Natchitoches Parish Hospital Service District No. 1, DBA Natchitoches Regional Medical Center, Parish of Natchitoches, State of Louisiana, to provide athletic training services.

Board Agenda Item H.5.

Northwestern State University’s request for approval to enter into a Cooperative Endeavor Agreement with Natchitoches Parish Hospital Service District No. 1, DBA Natchitoches Regional Medical Center, Parish of Natchitoches, State of Louisiana, to provide a continuum of care for the treatment of episodic injuries sustained in sports, and administrative services such as billing, third party administrator services, and claims adjudication for student-athletes.
Board Agenda Item H.6.

University of Louisiana at Monroe’s request for approval to redirect the current Kitty DeGree Eminent Scholars Chair in Toxicology to the Kitty DeGree Eminent Scholars Chair in Nursing.

Board Agenda Item H.7.

University of New Orleans’ request for approval to split the Avondale Industries Chair in Shipbuilding Engineering Management and The Avondale Industries Chair in Engineering and Shipbuilding into six Super Endowed Professorships.

Board Agenda Item H.9.

University of Louisiana System’s request for acceptance of Fiscal Year 2014-15 Financial and Compliance and Federal Award Programs Representation Letters for: (a) Grambling State University, (b) Louisiana Tech University, (c) Northwestern State University, (d) Southeastern Louisiana University, (e) University of New Orleans, and (f) University of Louisiana System.

E. Discussion/Action:

Board Agenda Item H.1.

Grambling State University’s request to declare financial exigency for the Bachelor of Science in Nursing degree program.

Board Agenda Item H.3.

McNeese State University’s request for approval to place a referendum for a student self-assessed fee on the Fall 2015 ballot.

Board Agenda Item H.8.

University of New Orleans’ request for approval to enter into a Cooperative Endeavor Agreement with Navitas, Limited.

Board Agenda Item H.10.

University of Louisiana System’s request for approval of Fiscal Year 2015-16 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, scholarships, and System Shared Costs.
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Board Agenda Item H.11.

*University of Louisiana System’s* request for approval of autonomies granted in House Bill 766, Act 359, of the 2015 Regular Session of the Louisiana Legislature.

F. Other Business

G. Adjournment
Consent Agenda
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 27, 2015

Item H.2. Louisiana Tech University’s request for approval of a Cooperative Endeavor Agreement with PSF International, LLC.

EXECUTIVE SUMMARY

Louisiana Tech University is requesting permission to enter into a Cooperative Endeavor Agreement with PSF International, LLC, subject to review and approval of Board staff and counsel. The Cooperative Endeavor would allow PSF and the University’s Division of Continuing Education to establish and promote a program whereby online, non-credit hour, training and certification courses are offered. The course offerings will primarily benefit Military spouses through the Department of Defense’s My Career Advancement Account (MyCAA) scholarship program. The University will promote the program and process the fees paid for courses through MyCAA. The University will then withhold 30% of those fees as a commission and distribute the remainder to PSF. The Cooperative Endeavor promotes the University’s public purpose of workforce and economic development and does not involve a gratuitous donation.

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 a Cooperative Endeavor Agreement with PSF International, LLC.
August 17, 2015

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

Part of the Mission of Louisiana Tech University is to promote workforce and economic development. The University, through its Division of Continuing Education, wishes to enter a Cooperative Endeavor Agreement ("CEA") with PSF International, LLC. ("PSF") in furtherance of that mission. The CEA would allow PSF to establish a program of non-credit hour online training and certification courses. The courses are designed to provide training or certification for a particular job and, upon completion, qualify the course graduate to enter the workforce immediately.

The course offerings will mostly benefit military spouses, through the Department of Defense’s My Career Advancement Account ("MyCAA") scholarship program. The MyCAA program provides a scholarship to qualifying military spouses of up to $4000 to pursue a license, certification or Associate’s degree in a portable career field or occupation. The University’s obligations under the CEA would be to promote the program at local military establishments such as the Barksdale Air Force Base; to populate and update the online military portal with the course offerings, since only authorized University personnel may access such portals; and to process MyCAA payments from the Department of Defense for course enrollments.

In addition to the benefit of promoting workforce and economic development, the CEA would provide a financial benefit to the University. For each enrolled course, the University will keep thirty percent (30%) as a commission with the remainder going to PSF. PSF estimates approximately $600,000 to be paid in gross fees over the next twelve month period, which, if true, would bring approximately $180,000 of revenue to the University. Because of this arrangement, this CEA would be a net positive financially for the University, with the primary “cost” to the University being man-hours from the Division of Continuing Education for promoting and administering the program.

Louisiana Tech University requests permission to proceed with development and execution of a Cooperative Endeavor Agreement, subject to approval of Board Staff and Legal Counsel.

Sincerely,

[Signature]

Leslie K. Guice
President
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 27, 2015

Item H.4.  Northwestern State University’s request for approval to enter into a Cooperative Endeavor Agreement with Natchitoches Parish Hospital Service District No. 1, DBA Natchitoches Regional Medical Center, Parish of Natchitoches, State of Louisiana, to provide athletic training services.

EXECUTIVE SUMMARY

Approval of this request will allow Northwestern State University to enter into a Cooperative Endeavor Agreement with Natchitoches Parish Hospital Service District No. 1, DBA Natchitoches Regional Medical Center (NRMC) for the purpose of providing healthcare and athletic training services to the University. Political subdivisions of the State are allowed to engage in cooperative endeavor agreements in accordance with Article VII, Section 14(e) of the Constitution of the State of Louisiana.

NRMC will provide certified athletic trainers to the University student-athletes and affiliated student participants (Band, Cheer Squad, Dance Team, and Pom Squad) during practices and athletic competitions of the various sports. These athletic training services will be provided in the space allocated to NRMC in the athletic training facility at no cost to the University. NRMC may also provide physical therapy services to the University student-athletes and affiliated student participants, if ordered by a physician. If any services provided by NRMC are billable, NRMC shall bill the health insurance provider of the client served.

NRMC will provide up to $10,000 in athletic training supplies for each year of this Agreement. The University will require all student-athletes participating in intercollegiate sports activities to have primary health insurance coverage.

This Cooperative Endeavor Agreement shall have an initial term of four years, beginning on August 27, 2015 and terminating on July 31, 2019. Upon agreement of both parties, this Agreement may be renewed for three additional two-year terms.

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 Northwestern State University’s request for approval to enter into a Cooperative Endeavor Agreement with Natchitoches Parish Hospital Service District No. 1, DBA Natchitoches Regional Medical Center, Parish of Natchitoches, State of Louisiana, to provide athletic training services.
July 21, 2015

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

Re: Corporate Endeavor Agreement between NSU Athletics and Natchitoches Regional Medical Center

Dear Dr. Woodley:

Northwestern State University is submitting the attached Corporate Endeavor Agreement between NSU Athletics and Natchitoches Regional Medical Center to be placed on the agenda for the August 2015 Board meeting.

Thank you for your consideration of this request.

Sincerely,

James B. Henderson
President

JBH/pc

Attachment
INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT

THIS INTERGOVERNMENTAL COOPERATIVE ENDEAVOR AGREEMENT ("CEA"), is made and entered into this 27th day of August, 2015, by and between Northwestern State University of Louisiana, a member of the University of Louisiana System (hereinafter referred to as "University") and Natchitoches Parish Hospital Service District No. 1 d/b/a Natchitoches Regional Medical Center, a political subdivision organized and operating pursuant to the Louisiana Hospital Service District Law, La. R.S. 46: 1051, et seq., and officially domiciled at 501 Keyser Avenue, Natchitoches, Louisiana 71457 (hereinafter referred to as "NRMC").

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that “for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other”; and

WHEREAS, the public purpose is to provide health care and athletic training services to the designated student athletes and affiliated student participants (Band, Cheer squad, dance team and pom squad) of University. For the purpose of this agreement, “designated student” may be interchanged with student athlete or affiliated student participants; and

WHEREAS, NRMC desires to assist University in providing health care and athletic training services to the student athletes of University to assist University with obtaining the best health care and athletic training services possible for University’s student athletes, and University desires for NRMC to assist in providing such services;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

NRMC’s Obligations under this CEA:

1. NRMC shall provide up to two (2) certified athletic trainers ("NRMC Trainers") to provide athletic training services to University’s designated student athletes during practices and athletic competitions of the various sports of University in accordance with the standards of NRMC and University, and in accordance with appropriate National Collegiate Athletics Association ("NCAA") regulations. These athletic training services will be provided at no cost to University.

1.1 NRMC athletic training services will include, but are not limited to, acute injury, triage and treatment, rehabilitation, maintenance of athletic training records, management of the inventory of athletic training supplies, scheduling appointments, and assignment of athletic trainers of athletic activities. NRMC Trainers shall consult on decisions relative to care, treatment, and evaluation of injured University student athletes with the University’s head athletic trainer and training staff and Head Team Physician, in accordance with the published guidelines established by the National Athletic Trainer’s Association (NATA), dated July 25, 2013, and entitled Inter-Association Consensus Statement on Best Practices for Sports Medicine Management for Secondary Schools and Colleges.
1.2 NRMC Trainers shall be available to provide athletic training services in the athletic training rooms located on the University campus. The athletic training rooms will be made available to University student athletes only when NRMC Trainers provide training services.

1.3 NRMC shall provide athletic training supplies and/or equipment annually during the term of this CEA in connection with its services, up to a value of Ten Thousand ($10,000) Dollars in each year of this CEA.

1.4 NRMC will assist the administration and daily activities of University’s athletics training room in accordance with the standards of NRMC and University and in accordance with appropriate NCAA regulations.

1.5 A NRMC trainer shall notify the University Athletic Administration and/or Head Team physician of any referral of a student athlete requiring medical evaluation or treatment. In the event the student athlete chooses medical services to be performed by a physician other than a network provider, then NRMC and University shall provide all required medical documentation and information to the student athlete’s physician of choice. The Student utilizing the services of a non-network physician or facility provider will be responsible for all out of pocket expenses that their primary insurance does not cover.

2. NRMC and its affiliated clinics shall provide physical therapy services, if ordered by a physician, as follows:

2.1 NRMC may provide physical therapy services in the athletic training rooms for University student athletes at no cost to University.

2.2 NRMC may provide physical therapy services to designated students in NSU athletic training room. If these services are billable, NRMC shall bill the recipients and/or their health insurer, as appropriate.

2.3 NRMC shall provide the physical therapy equipment and supplies necessary to support the physical therapy services NRMC provides, and NRMC shall retain ownership and remove such equipment and supplies upon termination of this CEA.

3. NRMC may, at its discretion, provide staffing for summer sports camps in addition to the designated trainers held on the campus of Northwestern State University at no cost to University.

4. NRMC may, at its discretion, provide dietician and nutrition services to the student athletes, and to University faculty, staff and students. Such dietician services, if provided, shall be at no cost to University.

5. NRMC may, at its discretion, provide continuing education opportunities to University athletic training staff.
6. NRMC may, at its discretion, provide athletic training services to campus recreation and intramurals at no cost to University.

**University Obligations under this CEA:**

1. University shall provide access to the athletic training facilities to the NRMC certified Athletic Trainers. Access to the training rooms shall be restricted to NRMC Athletic Trainers and appropriate staff, University Athletic Trainers and appropriate staff, Visiting Team Athletic Trainers and appropriate staff, and athletic trainers and appropriate staff of sports camps that may be held at the University.

2. University will employ a minimum of one (1) full time certified athletic trainer and four (4) graduate assistant athletic trainers who will work in conjunction with NRMC Trainers at University.

3. University will require that all student athletes participating in intercollegiate sport activities have primary health insurance coverage.

4. University shall provide funding of secondary coverage for expenses related to medical care that are not covered by a student athlete’s primary health insurance provider in accordance with the professional services agreement outlining such care administration.

5. University shall provide coverage for uninsured student athletes through the University established self-funded plan in coordination with NRMC or its designated third party administrator.

6. University shall provide travel and lodging (when necessary) to NRMC Trainers for University sports events held outside Natchitoches, Louisiana. The costs associated with this travel and lodging will be paid by University and in accordance with State of Louisiana Travel Policies. Team Physician travel and lodging will be at their expense unless charter space is available to accommodate.

7. University shall be responsible for the cost of preventive hard good equipment for University’s student athletes, such as knee and ankle braces.

8. University shall provide catastrophic health insurance coverage as provided through the NCAA in accordance with membership requirements.

9. University shall provide NRMC, at no cost, space within the athletic training facility.

10. University shall recognize and make known to the public that NRMC is the Official Sports Medicine Provider of Northwestern Athletics.
FERPA and HIPAA Requirements

The University and NRMC shall comply with all FERPA and HIPAA regulations concerning the student-athletes that may govern any records generated by this agreement.

Conduct of NRMC to follow University Policies and Rules

Employees of NRMC will follow pertinent rules of University made available to them, including but not limited to, those prohibiting discrimination and sexual harassment.

Insurance

NRMC shall provide evidence of insurance coverage for the following: (1) general liability with minimum coverage amounts of $1 million per occurrence and $3 million in the aggregate; (2) auto liability with the minimum combined single limit per occurrence of $1 million; (3) workers’ compensation with the minimum coverage amounts required by law; and (4) professional liability with minimum coverage amounts of $1 million per occurrence and $3 million in the aggregate. The certificate must name University as the certificate holder, list University as an additional insured, and grant a waiver of subrogation.

Indemnification

University will indemnify, save, and hold NRMC, its commissioners, officers, employees, servants and agents harmless from any and all claims, actions, liability, and expenses (including cost of judgments, settlements, court costs, and attorney’s fees, regardless of the outcome of such claim or action) caused by or resulting from negligent acts or omissions of University, University Employees, servants, or agents in connection for the services performed under this CEA. Upon notice from NRMC, University will resist and defend at its own expense, and by counsel reasonably satisfactory to NRMC, any such claim or action.

NRMC will indemnify, save and hold harmless Northwestern State University, its officers, agents, servants and employees, including volunteers, from any and all claims, actions, liability, and expenses (including cost of judgments, settlements, court costs, and attorney’s fees, regardless of the outcome of such claim or action) caused by or resulting from negligent acts or omissions of NRMC, NRMC’s commissioners, officers, employees, servants or agents in connection with the services performed under this CEA. Upon notice from University, NRMC will resist and defend at its own expense, and by counsel reasonably satisfactory to University, any such claim or action.

Agreement Monitoring

Mr. Greg Burke, Director of Athletics for the University, has developed a monitoring plan where the Athletic Department will monitor the parties’ compliance with this CEA.
Taxes

NRMC hereby agrees that the responsibility for payment of all taxes, if required, for any services, equipment, and supplies provided by NRMC under this CEA and/or obligation shall be identified under Federal tax identification number 72-6013916.

Termination for Convenience

This agreement may be terminated by either party at any time by giving one hundred twenty (120) days written notice to the other party.

Termination for Cause

University may terminate this CEA for cause based upon the failure of NRMC to comply with the terms and/or conditions of the Agreement; provided that University shall provide NRMC written notice specifying NRMC’s failure. If within thirty (30) days after receipt of such notice, NRMC shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then University may, at its option, place NRMC in default and the CEA shall terminate on the date specified in such notice. NRMC may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of University to comply with the terms and conditions of this CEA; provided that NRMC shall give University written notice specifying University’s failure and a reasonable opportunity for University to cure the defect.

This CEA may be terminated should the Legislature fail to appropriate sufficient monies for the continued operations of University, or if such appropriation is reduced and/or eliminated by the veto of the Governor or by any means provided in the appropriations act to prevent the continued operations of University, or for any other lawful purpose. If the effect of such reduction is to provide insufficient monies for the continuation of the CEA, the CEA shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Ownership of Documents Produced

Both University and NRMC shall have joint ownership of all materials and documentation produced by NRMC and University in connection with this CEA.

Nonassignability

NRMC shall not assign any interest in this CEA by assignment, transfer, or novation, without prior written consent of University.

Auditors Clause

It is hereby agreed that the Legislative Auditor, and/or the Auditor for the University of Louisiana System, and/or the Office of the Governor, Division of Administration auditors, and/or the Auditors of NRMC shall have the option of auditing the accounts of each party related to this CEA.
Term of Agreement

This CEA shall have an initial term of four (4) years, beginning on August 27, 2015 and terminating on July 31, 2019. Upon agreement of both parties, this CEA may be renewed for three (3) additional two (2) year terms.

Nondiscrimination Clause

Both parties agree 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 of Discrimination Act of 1975; the Fair Housing Act of 1968, as amended; and both parties agree to abide by all requirements of the Americans with Disabilities Act of 1990.

Both parties agree not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by either party, or failure of either party to comply with these statutory obligations when applicable shall be grounds for termination of this CEA.

Governing Law

This CEA shall be governed by the laws of the State of Louisiana.

Compliance with Applicable Laws

Both parties agree to observe and comply with the provisions of all applicable federal, state, and local laws, regulations, and standards.

Notices

Any notices permitted or required by this CEA shall be deemed made on the day personally delivered in writing or deposited in the United States Mail, certified mail and postage prepaid, to the address set forth below, or to such other address and may be designated by a party in writing.

If to the University: ______________________________

Attn:________________________________________

If to NRMC: Natchitoches Regional Medical Center

301 Keesler Avenue

Natchitoches, LA 71457

Attn: Kirk Spilane, CFO
THUS DONE AND SIGNED AT Natchitoches, Louisiana, on the day, month and year first written above.

WITNESSES SIGNATURES:  
Leigh Ann Miller  
Dolly Durfee

Northwestern State University:  
By:  
Dr. James Henderson, President

Pamela Pratt Cook  
Notary Public ID# 61307  
State of Louisiana  
Parish of Natchitoches, LA  
My Commission is issued for Life

WITNESSES SIGNATURES:  
Physsean Thompson  
Sue Baylor

Hospital Service District No. 1,  
Parish of Natchitoches, State of Louisiana,  
d/b/a Natchitoches Regional Medical Center  
By:  
Kirk Soileau, MHA, FACHE, CEO

Notary Public
Item H.5. Northwestern State University’s request for approval to enter into a Cooperative Endeavor Agreement with Natchitoches Parish Hospital Service District No. 1, DBA Natchitoches Regional Medical Center, Parish of Natchitoches, State of Louisiana, to provide a continuum of care for the treatment of episodic injuries sustained in sports, and administrative services such as billing, third party administrator services, and claims adjudication for student-athletes.

EXECUTIVE SUMMARY

Approval of this request will allow Northwestern State University to enter into a Cooperative Endeavor Agreement with Natchitoches Parish Hospital Service District No. 1, DBA Natchitoches Regional Medical Center (NRMC) for the purpose of providing a continuum of care for the treatment of episodic injuries sustained in sports, and administrative services such as billing, third party administrator services, and claims adjudication for student-athletes. Political subdivisions of the State are allowed to engage in cooperative endeavor agreements in accordance with Article VII, Section 14(c) of the Constitution of the State of Louisiana.

NRMC agrees that it will provide or establish a network of qualified healthcare providers in specialties necessary to provide Contracted Medical Services for the diagnosis and treatment of Certified Injuries sustained by student-athletes, devoting the time, attention, and energy necessary for the competent and effective performance of NRMC’s obligations under this Agreement. Participating providers agree to be available to provide Contracted Medical Services 24 hours per day, 7 days per week, and 365 days per year. NRMC shall supply all necessary office personnel, professional staff, equipment, instrumentalities, and supplies required to perform Contracted Medical Services under this Agreement. NRMC also agrees to provide various administrative services.

This Cooperative Endeavor Agreement shall be for a period of one year, beginning on August 1, 2015 and terminating on July 31, 2016. After the first year, this Agreement shall automatically renew for three years effective August 1, 2016 unless 90 days’ written notice is furnished to the other party.

In consideration of the services to be rendered by NRMC pursuant to this Agreement, including the Contracted Medical Services, the University agrees to pay to NRMC an annual fee of $210,000 payable in ten equal monthly payments.
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 Northwestern State University’s request for approval to enter into a Cooperative Endeavor Agreement with Natchitoches Parish Hospital Service District No. 1, DBA Natchitoches Regional Medical Center, Parish of Natchitoches, State of Louisiana, to provide a continuum of care for the treatment of episodic injuries sustained in sports, and administrative services such as billing, third party administrator services, and claims adjudication for student-athletes.
July 29, 2015

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

Re: Professional Services Cooperative Endeavor Agreement between NSU and Natchitoches Regional Medical Center

Dear Dr. Woodley:

Northwestern State University is submitting the attached Professional Services Cooperative Endeavor Agreement between NSU and Natchitoches Regional Medical Center to be placed on the agenda for the August 2015 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]
James B. Henderson
President

JBH/pc

Attachment
NATCHITOCHES REGIONAL MEDICAL CENTER
BOARD OF COMMISSIONERS
CORPORATE RESOLUTION CERTIFICATION

The undersigned, John Luster, the duly elected and serving Chairman of the Natchitoches Parish Hospital Service District, d.b.a. Natchitoches Regional Medical Center, hereby certifies that the following Resolution was duly adopted by the governing board of the hospital at a meeting duly held at which a quorum was present and that such Resolution has not been rescinded or modified:

RESOLVED, that Roger Williams is hereby removed from the signature list and that Kirk Soileau, CEO and Billy Page, CFO are hereby appointed and authorized to perform those duties to insure the efficient operation of the hospital including signatures on all checks, contracts, loans, investments, grants and agreements with all local, state and federal agencies.

AND BE IT FURTHER RESOLVED, that Kirk Soileau, CEO and Mike Ritz, BMS representative, are authorized as the two signatures required for the Associate Health Account #18048714 at Mid-South Bank, Natchitoches, Louisiana.

Offered by Arthur Welker seconded by Roger Williams and adopted this 1st day of May, 2013.

SO CERTIFIED on this 1st day of May, 2013.

John Luster, Chairman

Sworn and subscribed before me this 1st day of May, 2013.

Cathy P. Jacobs 060317
Printed Name and Notary Number

Signature of Notary
PROFESSIONAL SERVICES
COOPERATIVE ENDEAVOR AGREEMENT

THIS PROFESSIONAL SERVICES COOPERATIVE ENDEAVOR AGREEMENT ("Agreement"), is made and entered into to be effective August 1, 2015 ("Effective Date"), by and between Natchitoches Parish Hospital Service District No. 1 d/b/a Natchitoches Regional Medical Center, a political subdivision organized and operating pursuant to the Louisiana Hospital Service District Law, La. R.S. 46:1051, et seq. (hereinafter "NRMC"), and NORTHWESTERN STATE UNIVERSITY, a member of the University of Louisiana System (hereinafter "UNIVERSITY").

WHEREAS, NRMC has established a network of quality providers of musculoskeletal health services to provide a continuum of care for the treatment of episodic injuries sustained in sports, and has the ability to provide administrative services such as billing, third party administrator services and claims adjudication;

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other"; and

WHEREAS, NRMC desires to assist University in providing health care and athletic training services to the student athletes of University to assist University with obtaining the best health care and athletic training services possible for University’s student athletes, and University desires for NRMC to assist in providing such services;

WHEREAS, UNIVERSITY is in need of a network of efficient, competent, dedicated, and economical medical professionals and facilities to provide medically necessary services for students participating in athletic and related activities sponsored by UNIVERSITY’s athletic department;

WHEREAS, UNIVERSITY and NRMC desire to establish and continue a contractual relationship to provide for UNIVERSITY’s needs;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I
Definitions

The following definitions apply to this Agreement:

1.1 Actively Participating. Any activity being conducted by a Student Participant while engaged directly in an Authorized Event.

1.2 Authorized Event. Any program, game, practice, or other scheduled event approved by, supervised by, and conducted by either the UNIVERSITY Athletic Department, or a UNIVERSITY Spirit Group sponsor. Authorized Event shall specifically exclude, however, (i)
transportation, including transporting Student Participants to and from an Authorized Event, whether separately or as a group, and (ii) housing of Student Participants, including out of town housing before, during or related to Authorized Events.

1.3 Cardiac Condition: Any condition related to the heart or the functions of the heart.

1.4 Certified Athletic Trainer: An Athletic Trainer contracted by or employed at UNIVERSITY that has certification from the National Athletic Trainers Association and the Louisiana State Board of Medical Examiners. The responsibility of the Certified Athletic Trainer is the prevention, treatment, and rehabilitation of the Student Participants, under the guidance of the Head Team Physician.

1.5 Certified Injury: An injury or other health related condition occurring to a Student Participant while Actively Participating in an Authorized Event, and certified as such by a Certified Athletic Trainer, and which is subject to the provisions of this Agreement. All Certified Injuries must be documented with an injury report. Conditions directly caused by athletic participation or participation in a Spirit Group such as stress fractures and heat related illness will be deemed Certified Injuries.

1.6 Contracted Medical Services: All Medically Necessary health services and items which are normally and customarily prescribed, recommended or provided by health care professionals and facilities for the diagnosis and treatment of Certified Injuries, including injury examinations on and off-site, x-rays and other diagnostic procedures, supplies and durable medical equipment, surgical consultations and surgery, ambulance services, dental services, pharmacy, hospitalization, physical therapy, rehabilitation, counseling and any other services deemed Medically Necessary.

1.7 Emergency: A medical condition of recent onset and severity, including severe pain, which would lead a prudent layperson, acting reasonably and possessing an average knowledge of health and medicine, to believe that the absence of immediate medical attention could reasonably be expected to result in placing the health of the individual (or in the case of a pregnant woman the health of the mother or unborn child) in serious jeopardy; serious impairment to bodily functions or serious dysfunction of any bodily organ or part.

1.8 Entry Physical Exam: The initial or annual reevaluation pre-participation medical examination of the Student Participant prior to being approved for participation in the UNIVERSITY intercollegiate athletic program. This will be required only of Student Athletes.

1.9 Exit Physical Exam: The mandatory post-participation medical reevaluation performed on the Student Participant after the completion of eligibility, transfer, graduation, dismissal, voluntary resignation, or any other reason the Student Participant ceases participation in the UNIVERSITY intercollegiate athletic program. This will be required only of Student Athletes.

1.10 Team Physicians: Participating Providers recommended by NRMC to the Athletic Director as the exclusive team physicians for UNIVERSITY who are responsible for supervising preventive care, diagnosis, treatment, and rehabilitation of Student Participants, as well as the
supervision of non-physician medical personnel such as Certified Athletic Trainers, physical therapists, and others with respect to health services rendered to Student Participants.

1.11 Head Team Physician. In concurrence with the UNIVERSITY Athletic Director, NRMC will designate a network provider to serve as the exclusive Head Team Physician for the UNIVERSITY athletic department. The Head Team Physician will be responsible for coordination of Contracted Medical Services rendered to Student Participants, work with UNIVERSITY on all health related policies and will serve as liaison with UNIVERSITY on administrative issues which may arise under this Agreement.

1.12 Medically Necessary: A health care service or treatment, which in the judgment of the Head Team Physician or his designee:

(a) is appropriate and consistent with the diagnosis and which, in accordance with accepted medical standards in the State of Louisiana, could not have been omitted without adversely affecting the patient's condition or the quality of health services rendered,

(b) is required for reasons other than the convenience of the patient or his physician, or solely for custodial care, comfort, convenience, appearance, educational, recreational, vocational reasons or maintenance reasons,

(c) is performed in the most appropriate manner in terms of treatment method, setting, frequency and intensity, taking into consideration the patient's medical condition and type of setting appropriate for the condition; and

(d) as to inpatient care or institution, could not have been provided in a physician's office, the outpatient department of a hospital, or a non-residential facility without adversely affecting the patient's condition or quality of health services rendered.

1.13 Parent Information Form: The information forms required by NRMC requesting information about primary insurance coverage, demographics, employment status and other information necessary to administer this Agreement.

1.14 Parent Letter: The correspondence sent to, the parents (or legal guardian) of Student Participants which provides (i) information regarding the Parent Information Form, (ii) information concerning UNIVERSITY's policies for treatment of Student Participants with Certified Injuries and (iii) procedures for payment of medical claims incurred by Student Participants for treatment of Certified Injuries.

1.15 Participating Provider: A health care professional or facility, which has a contract with NRMC to provide Contracted Medical Services under this Agreement.

1.16 Preexisting Condition: (a) Any medical condition resulting from an injury, sickness or illness, which was diagnosed or for which the patient required treatment or medical advice within the twelve (12) month period immediately preceding the date of eligibility under this
Agreement, or (b) any medical condition which existed at any time prior to the date of the Student Participant's injury, and which was not disclosed on any medical form, application or questionnaire completed by the Student Participant at the time coverage pursuant to this agreement was first granted (or at any time subsequent thereto).

1.17 Primary Insurer: Any health insurance plan(s) or benefit under which a Student Participant may be eligible for benefits, as identified in the Parent Information Sheet.

1.18 Prospective Student Athlete. A prospective student at UNIVERSITY who has not previously enrolled at UNIVERSITY but who has signed a National Letter of Intent to participate in athletics at UNIVERSITY, and who is participating in a Summer Sports Workout.

1.19 Quality Improvement Program (QI Program). A program established by NRMC to review the quality and appropriateness of Contracted Medical Services furnished by or arranged through NRMC to Student Participants pursuant to this Agreement. Such program shall be in addition to any quality improvement program required by a Primary Insurer.

1.20 School Year. Each twelve month period beginning on each July 1 and ending the following June 30.

1.21 Spirit Group: The band, cheerleaders, and dance line organized and operating under the direction and control of UNIVERSITY.

1.22 Spirit Group Participant. Any student enrolled at UNIVERSITY who is a recognized member of a UNIVERSITY Spirit Group, and who has provided UNIVERSITY a completed Parent Information Sheet.

1.23 Student Athlete. Any student who is enrolled at UNIVERSITY that has met all qualifications for participation in intercollegiate athletics as established by the National Collegiate Athletic Association, has submitted to an Entry Physical Exam and has been medically cleared to participate in UNIVERSITY’s intercollegiate athletic program, and has provided to UNIVERSITY and NRMC a completed Parent Information Sheet. A person shall be deemed to be enrolled in UNIVERSITY if that person is participating in a sport which is allowed, by NCAA rules and regulations, to begin its activities prior to the beginning of the Fall semester, and it is reasonably anticipated that the person will be enrolled in UNIVERSITY at the beginning of the Fall semester.

1.24 Student Participant: Any Student Athlete, Spirit Group Participant, Summer Student Athlete, Summer Sport Athlete, or Prospective Student Athlete.

1.25 Summer. The period of time between the last day of classes for the Spring semester and the first day that UNIVERSITY may, pursuant to NCAA rules and regulations, conduct activities for the sport in which the Student Athlete will participate.

1.26 Summer Sports Workout. Any authorized weight-lifting and conditioning workout event scheduled and being supervised by UNIVERSITY for Student Athletes during the Summer.
accordance with NCAA, Division I rules and regulations. There is specifically excluded from the term "Summer Sports Workout" (a) any voluntary, unilateral workout or conditioning by a person, (b) any competitive event.

1.27 Summer Sport Athlete. Any person who, although not enrolled at UNIVERSITY (a) was a Student Athlete in the immediately preceding semester, (b) is participating in a sport which has an NCAA sanctioned season which continues beyond the last day of the Spring semester and into the Summer, and (c) is engaged, during the Summer, in the completion of that sport's NCAA sanctioned season for the preceding School Year.

1.28 Summer Student Athlete. Any person, who, although not enrolled at UNIVERSITY, (a) is anticipated to be, in the Fall semester, a Student Athlete and (b) is participating in a Summer Sports Workout.

ARTICLE II
Relationship of Parties

Independent Contractor. The parties acknowledge and agree that NRMC is an independent contractor of UNIVERSITY. Nothing in this Agreement is intended nor shall be construed as creating an agent-principal relationship, partnership or joint venture.

ARTICLE III
Responsibilities of NRMC

3.1 Medical Services: Subject to the Limitations of Benefits hereafter set forth, NRMC agrees that it will provide or establish a network of qualified health care providers in specialties necessary to provide Contracted Medical Services for the diagnosis and treatment of Certified Injuries sustained by Student Participants, devoting the time, attention and energy necessary for the competent and effective performance of NRMC's obligations under this Agreement. Participating Providers agree to be available to provide Contracted Medical Services twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. NRMC shall supply all necessary office personnel, professional staff, equipment, instrumentalties and supplies required to perform Contracted Medical Services under this Agreement.

3.2 Provider Qualifications: Qualifications of Participating Providers will be, at a minimum, those set forth by NRMC.

3.3 Administrative Services: NRMC will provide the following administrative services:

3.4.1 Provision of coordinated billing and reimbursement services for Participating Providers for all claims for Contracted Medical Services submitted to Primary Insurers and/or to UNIVERSITY;

3.4.2 Provision of third party administrative services and claims adjudication for Participating Providers as necessary;
3.4.3 Provision of assistance to UNIVERSITY with the writing, review and participation of 
bids for insurance or secondary coverage. UNIVERSITY agrees that no insurance or coverage 
program with a closed provider panel will be adopted that does not include in its provider panel 
all Participating Providers.

3.4.4 Provision of assistance to UNIVERSITY with the writing of policy and procedures 
pertaining to the treatment of Student Participant under this Agreement, as reasonably requested; 
and

3.4.5 Provision on an annual basis of an accurate directory of Participating Providers for 
dissemination to Certified Athletic Trainers and Student Participants.

3.4 Insurance: NRMC will obtain at its own expense adequate comprehensive general liability, 
workers compensation and professional malpractice insurance as required by the State of 
Louisiana.

3.5 Non-Discrimination: NRMC agrees to abide by the requirements of the following as 
applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal 
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 agrees to abide by the requirements of the Americans with Disabilities 
Act of 1990. NRMC agrees not to discriminate in its employment practices and will render 
services under this Agreement without regard to race, color, religion, sex, sexual orientation, 
national origin, veteran status, political affiliation, disabilities. Any act of discrimination 
committed by NRMC, or failure to comply with these statutory obligations shall be grounds for 
termination of this Agreement.

3.7 Limitation of Benefits: NRMC's obligation to provide Contracted Medical Services for 
each separate Certified Injury shall be limited to $25,000 per year. Incident thereto:

3.7.1 UNIVERSITY, or its insurer, shall be responsible for the payment of any healthcare costs 
for each Certified Injury to a Student Participant, to the extent that the total cumulative cost of 
such health care exceeds $25,000 per Certified Injury.

3.7.2 NRMC has entered into this agreement for the consideration hereafter set forth based 
upon its understanding and the assurance by UNIVERSITY that UNIVERSITY will maintain, at 
its sole expense, umbrella catastrophic medical coverage (either through its NCAA affiliation or 
similar insurance coverage available to UNIVERSITY) (the "Catastrophic Insurance Coverage"), 
which will provide health care benefits for each Certified Injury to Student Participants in the 
event the cost of such health care exceeds $25,000.00 per Certified Injury. In the event a Spirit 
Group Participant is not covered by the Catastrophic Insurance Coverage through the NCAA, 
then it shall be the responsibility of UNIVERSITY to secure insurance coverage from another 
source for its Spirit Group Participants. NRMC shall not be responsible for healthcare coverage
incident to any Certified Injury to the extent that the cost of such healthcare for that Certified Injury exceeds $25,000.

3.7.3 NRMC shall have no obligation to provide any Contracted Medical Services arising from a Cardiac Condition, except (a) a Cardiac Condition arising from a contusion, and (b) a single medical examination and evaluation to determine the existence or non-existence of a Cardiac Condition, but which evaluation or examination shall not include any treatment or testing by a cardiologist or other specialist.

3.7.4 Preexisting Condition. NRMC shall have no obligation to provide any Contracted Medical Services with respect to any Preexisting Condition.

ARTICLE IV
Responsibilities of Northwestern State University

4.1 Information:

4.1.1 UNIVERSITY understands that a completed Parent Information Form shall be filled out and provided to NRMC for each Student Participant. UNIVERSITY agrees that it will not allow any Student Participant to be cleared to participate in an Authorized Event until the information required by the Parent Information Form is completed in full for that Student Participant. UNIVERSITY further understands that no Student Participant shall be covered by this agreement until such time as a current completed Parent Information Form is received by NRMC in the manner herein prescribed. NRMC will have no obligation for reimbursement coverage for any Contracted Medical Services for any Student Participant that has not completed the Parent Information Form.

4.1.2 The Parent Information Form shall be available to providers as needed. It is understood that the Parent Information Form shall be provided to NRMC, and NRMC shall not be required to accept the information if not completed in its entirety. UNIVERSITY shall provide each Student Participant's parent a Parent Letter which inform each Student Participant of (i) the Parent Information Form, (ii) information concerning UNIVERSITY's policies for treatment of Student Participants with Certified Injuries and (iii) procedures for payment of medical claims incurred by Student Participants for treatment of Certified Injuries. In addition, UNIVERSITY shall assist Student Participants in the completion of the Parent Information Form, if necessary. The Parent Information Form shall be completed by the Student Participant, the Student Participant's parent, or by UNIVERSITY personnel.

4.1.3 The Parent Information Form for each Student Participant shall be completed prior to the beginning of the Student Participant's first school year (or participation as a Student Athlete or Spirit Group Participant, in the event the student was not a Student Participant at the beginning of the school year), and prior to the beginning of each school year thereafter following so long as the student continues to participate at UNIVERSITY as a Student Athlete or Spirit Group Participant.
4.1.4 All Parent Information Forms shall be completed within ten (10) days after the commencement of each school year, or within ten (10) days of the date any student registers to participate in a UNIVERSITY intercollegiate sports or Spirit Group.

4.1.5 UNIVERSITY will distribute to all Student Athletes and their parents informational letters and materials supplied by NRMC with a purpose to educate them on policies and procedures for athletic healthcare at UNIVERSITY.

4.2 Student Handbooks: UNIVERSITY will make all revisions necessary to its Student Participant handbooks to implement this Agreement, as agreed on by UNIVERSITY and NRMC.

4.3 General Policies: UNIVERSITY will comply with all policies and procedures established by NRMC for the administration of this Agreement, including but not limited to the following:

4.3.1 All claims for Contracted Medical Services shall be submitted pursuant to the claims procedure set up by NRMC.

4.3.2 All such injuries or conditions must be reported to a Certified Athletic Trainer within twenty-four (24) hours of occurrence of the injury or the onset of symptoms, and must be documented with an injury report. All injuries or medical conditions to a Student Participant must be certified by a Certified Athletic Trainer as related to and incurred while Actively Participating in a program or event approved, supervised and conducted by the UNIVERSITY Athletic Department or UNIVERSITY. The Certified Trainer will document all injuries, referrals and treatments utilizing the online injury management software provided by NRMC. UNIVERSITY shall be required to make available to the Certified Trainers the hardware and software necessary for the Certified Trainer to utilize this online injury management system. Participating Providers will have access to each Student Participant's Parent Information Form by online inquiry, which information will be limited to the information of a Student Participant who is referred to that Participating Provider.

4.3.3 Claims for any Contracted Medical Services provided as a result of a Certified Injury will be submitted first to the Primary Insurer, if applicable. Any expenses for Contracted Medical Services not paid by the Primary Insurer, including any deductibles, coinsurance and copayments, will be reimbursed by NRMC under its global reimbursement arrangement with Participating Providers. UNIVERSITY will make its best efforts to ensure that parents and Student Participants will cooperate fully to facilitate the provision of Contracted Medical Services, and to facilitate the payment of claims by the Primary Insurer.

4.3.4 All Contracted Medical Services provided to a Student Participant and which are not provided by a Participating Provider must be pre-authorized by the Head Team Physician and head Certified Athletic Trainer in advance of the rendering of such services, except in the case of Emergency medical services warranted in connection with a Certified Injury.

4.3.5 All diagnostic testing, surgeries, referrals and any other procedures provided by Participating Providers, except for routine X-rays, must be pre-authorized by NRMC and the Primary insurance company for the student athlete.
4.3.6 Any Contracted Medical Services which are not provided by a Participating Provider and which were not pre authorized as set forth in Sections 4.3.4 and 4.3.5 and which were not referred by a Certified Athletic Trainer as Emergency medical services in connection with a Certified Injury, shall be the sole responsibility of the Primary Insurer and the Student Participant's parents (or legal guardian) and/or Student Participant.

4.3.7 All Student Participants, including all Spirit Group participants designated as cheerleaders, must undergo an Entry Physical Exam prior to being cleared for participation in the UNIVERSITY athletic program. Entry Physical Exams will be coordinated through the Medical Director and provided by a Participating Provider.

4.3.8 At any time that a Student Athlete, and all Spirit Group participants terminates participation in the UNIVERSITY athletic program for any reason, such Student Athlete must undergo an Exit Physician Exam. The Exit Physical Exam will be scheduled by a Certified Athletic Trainer and conducted by a NRMC physician. After undergoing the Exit Physical Exam, any Student Athlete found to have a Certified Injury shall be entitled to receive Contracted Medical Services for a period of no more than three (3) months after the date of his termination of participation. By mutual agreement of the head Certified Athletic Trainer and the Head Team Physician, such period may be extended for additional specified periods. Any Student Athlete who does not undergo an Exit Physical Exam, will not be eligible to receive Contracted Medical Services under this Agreement after the date of his last participation in the UNIVERSITY athletic program, and waives any claim of eligibility for Contracted Medical Services under this Agreement. In lieu of an Exit Physical Exam, a Student Athlete (or, if a minor, his parent or legal guardian) shall sign a statement representing that the Student Participant is free of a Certified Injury and that he waives any claim of eligibility for Contracted Medical Services under this Agreement. A copy of all records related to an Exit Physical Examination or a signed waiver form shall be sent to NRMC as soon as available, but in no event later than ten (10) days after the Student Participant's termination of participation in the UNIVERSITY athletic program.

4.3.9 At any time a Spirit Group Participant terminates participation in a UNIVERSITY Spirit Group, such Spirit Group Participant shall cease to be covered by this Agreement immediately upon his or her termination; provided, however, that in the event such Spirit Group Participant is, at the time of such termination, undergoing treatment for a Certified Injury, then treatment of that Certified Injury shall continue to be covered by this Agreement until the end of the semester in which the termination of participation occurs.

4.3.10 UNIVERSITY shall provide a Cheerleading Sponsor, who shall have oversight over the UNIVERSITY cheerleaders, who must be nationally certified as a cheer coach by the AACCA, or The American Association of Cheerleading Coaches and Administrators, or an acceptable and recognized equivalent.

4.3.11 NRMC will reimburse reasonable mileage to Certified Athletic Trainers for travel utilizing their personal vehicles when associated with the transportation of a Student Participant with a Certified Injury to a facility in order to receive Contracted Medical Services. Such
reimbursement shall be reimbursed at the current Federal Mileage Rate which requires travel outside of Natchitoches Parish.

4.4 Liability Insurance. UNIVERSITY shall maintain at its sole expense general liability insurance coverage sufficient to protect it and its employees, agents and representatives from liability claims, as well as workers compensation insurance as required by the State of Louisiana.

4.5 Catastrophic Insurance Coverage. UNIVERSITY shall maintain at its sole expense, the Catastrophic Insurance Coverage described in Section 3.7.2. UNIVERSITY agrees that no insurance or coverage program with a closed provider panel will be adopted that does not include in its provider panel all Participating Providers.

ARTICLE V
Term

5.1 Term. This Agreement shall remain in full force and effect for a period of one (1) year commencing on the 1st day of August, 2015 until July 31, 2016 (the "Initial Term"), unless terminated pursuant to the provisions below. Notwithstanding the termination as of July 31, 2016, the coverage provided by this agreement shall continue to extend to a Certified Injury incurred by any Summer Sport Athlete while participating in any Authorized Event which relates to the conclusion of an NCAA season which began prior to the termination date. After the first year, this agreement shall automatically renew for three (3) years effective August 1, 2016 unless 120 days written notice furnished to the other party.

5.2 Termination for Cause. Either party may terminate this Agreement due to a material breach of the terms and conditions of this Agreement by the other party, upon providing thirty (30) days prior written notice, which notice shall advise the other party of the nature of the perceived breach. If, at the expiration of such thirty (30) day period, the breaching party has not cured the breach (or begun reasonable steps toward effecting a cure if cure is not feasible within thirty (30) days), then the non-breaching party may terminate the Agreement at the expiration of such period.

5.3 Continuity of Care. In the event that this Agreement is terminated for any reason, the parties agree that they will each use their best efforts to arrange for the appropriate transfer of responsibilities in order that the provision of Contract Services to Student Participants is not interrupted or limited in any way.

5.4 Change in Law. Should any change in state or federal laws or regulations occur during the term of this Agreement which affect third party reimbursement for the services of NRMC, NRMC can request a renegotiation of the applicable terms of this Agreement by written notice to UNIVERSITY. If no new agreement is reached within thirty (30) days of such notice, then either party may terminate this Agreement upon an additional thirty (30) days written notice.

5.5 Non-Funding. The continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to
appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ARTICLE VI
Reimbursement

6.1 Annual Fee. In consideration of the services to be rendered by NRMC pursuant to this Agreement, including the Contracted Medical Services, UNIVERSITY agrees to pay to NRMC an annual fee of two hundred and ten thousand DOLLARS payable in ten equal monthly payments of twenty one thousand dollars, payable in arrears on the last day of each month commencing on each August 31 during the term of this Agreement, and continuing on the last day of each month thereafter until paid in full. The first payment shall be due and payable on August 31, 2015. Both parties must agree in writing to any change in the annual fee.

6.1.1 NRMC shall deposit annual fee into a dedicated account for coordination of benefits with the UNIVERSITY participant’s personal insurance or serve as its primary coverage.

6.1.2 Any remaining funds in the account after the close of the contract year, shall be used to offset the following year’s annual fee. Upon termination, all fees remaining in the fund shall be non-refundable and used by NRMC to settle any unpaid medical services provided to the student athlete.

6.2 Insurance. UNIVERSITY shall pay all premiums when due on the insurance policies required to be carried by UNIVERSITY.

ARTICLE VII
Hold Harmless

7.1 NRMC. NRMC will indemnify and hold harmless UNIVERSITY and its employees, agents, directors, officers, and trustees against and from any and all claims, actions, liability, and expenses (including settlements, judgments, court costs, and attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant made by NRMC under this Agreement, whether such act, omission, or failure was NRMC’s or that of any person providing services hereunder through or for NRMC, and including any matter involving the theory of ostensible agency. Upon notice from UNIVERSITY, NRMC will resist and defend at its own expense, and by counsel reasonably satisfactory to UNIVERSITY, any such claim or action.

7.2 UNIVERSITY. UNIVERSITY will indemnify and hold harmless NRMC and its subcontractors, contracted providers, employees, agents, directors, and officers against any from
any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of UNIVERSITY employees or any failure to perform any obligation undertaken or any covenant made by UNIVERSITY under this Agreement, whether such act, omission or failure was UNIVERSITY’s or that of any person (including any third parties) providing services hereunder through or for UNIVERSITY, and including any matter involving the theory of ostensible agency. Upon notice from NRMC, UNIVERSITY will resist and defend at its own expense any such claim or action.

ARTICLE VIII
Miscellaneous

8.1 Audit. The Legislative Auditor of the State of Louisiana shall have the right to audit all records and accounts of NRMC which relate to this Agreement.

8.2 Medical Records. All medical records, x-rays, reports, or any other materials related to the rendering of Contracted Medical Services are the property of the provider which provided such service. Subject to applicable federal and state law regarding privacy and confidentiality requirements and, further, subject to the Student Participant's (if the age of majority) or his parent or legal guardian’s authorization or other proof of right of access, NRMC providers shall make available, upon reasonable request, Student Participant’s medical records to UNIVERSITY. Primary Insurers and other health care providers treating the Student Participant, and any other applicable state or federal regulatory entity. This section shall survive the termination of this Agreement.

8.3 Dispute Resolution. In the case of any problems or disputes that may arise under this Agreement, the parties to such problem or dispute will meet and seek resolution in good faith. If the problem or dispute cannot be resolved through good faith negotiations, the dispute will be handled utilizing L.A. R.S. 39:1524-1526.

8.4 Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it, and their respective heirs, legal representative, successors and assigns. Notwithstanding the foregoing, neither party may assign any of their respective rights or delegate any of their respective duties hereunder without receiving the prior written consent of the other party.

8.5 Amendments. Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of both parties; provided, however, that NRMC may amend this Agreement as necessary to comply with state or federal law or regulation or other governmental requirement with UNIVERSITY’s prior written consent.

8.6 Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by United States Mail, registered or certified, return receipt requested, postage prepaid, addressed to each party at the address shown below, unless such address has been changed by written notice to the other party. Notice shall be effective on the date of delivery indicated on the return receipt.
8.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

8.9 Confidentiality. The terms of this Agreement, and in particular the provisions regarding compensation, are confidential and shall not be disclosed except as necessary to the performance of this Agreement, or as required by the Public Records Act.

8.10 Waiver. The waiver of any provision, or of the breach of any provision, of this Agreement must be set forth specifically in writing and signed by the waiving party. Any such waiver shall not operate or be deemed to be a waiver of any prior or future breach of such provision or of any other provision.

8.11 Headings and Gender. The subject headings of the articles and sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. The use of the masculine gender in this Agreement is for the convenience of the parties and, where necessary for comprehension, may be replaced by the feminine pronoun.

8.12 Third Party Beneficiaries. NRMC and UNIVERSITY each hereby recognize and agree that Student Participants are not intended third party beneficiaries and shall have no rights or remedies pursuant to the terms of this Agreement, except as expressly provided herein. Except as specifically provided herein, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any other person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto and their successors and assigns.
8.13 Proprietary Information. The parties shall maintain as confidential all proprietary and confidential information obtained from the other party in the negotiation of and during the term of this Agreement. Neither party shall not release, otherwise disclose, or use any confidential or proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, without the other party’s prior written consent. This paragraph shall survive the termination of this Agreement and any Exhibits.

8.14 Attorney’s Fees. The prevailing party in any legal dispute among the parties hereto shall be entitled to payment of its attorney’s fees by the other party.

8.15 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein and contains all of the covenants and agreements between the parties with respect to the rendering of Contracted Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

Northwestern State University

By: [Signature]
Dr. James Henderson, President

[Signature]
Jerry Pierce, VP of External Affairs

Hospital Service District No. 1,
Parish of Natchitoches, State of Louisiana,
d/b/a Natchitoches Regional Medical Center

By: [Signature]
Kirk Sibleau, MHA, FACHE, CEO

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Business Associate Contract - HIPAA

On this ___27th___ day of __July 2015___, the undersigned, Northwestern State University ("Covered Entity") herein represented by Dale Martin, Director of Purchasing, and (Natchitoches Regional Medical Center, 501 Keyser Ave, Natchitoches, LA 71457. ("Business Associate"), herein represented by Kirk Soileau, Chief Executive Officer, have entered into this "Business Associate Contract" for the purposes herein set forth.

1. Business Associate Relationship

(a) Covered Entity and Business Associate are parties to that certain contract, denominated "Medical Coverage", dated __July 27, 2015__ ("the Agreement"), and pursuant to which Business Associate is performing functions or tasks on behalf of Covered Entity.

(b) Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("HIPAA"), 45 C.F.R. Parts 160 and 164 ("the Privacy Rule"). The intent and purpose of this contract is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §§ 164.502(e) and 164.504(e).

(c) In the performance of this Agreement, Business Associate is performing functions on behalf of Covered Entity which meet the definition of "Business Associate Activities" in 45 C.F.R. § 160.103, and therefore Business Associate is a "Business Associate" of Covered Entity.

(d) In order for Business Associate to perform its obligations under the Agreement, Covered Entity must disclose to Business Associate certain Protected Health Information (as defined in 45 C.F.R. §164.501) that is subject to protection under HIPAA and the Privacy Rule.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and in furtherance of the mutual intent of the parties to comply with the requirements of the Privacy Rule, the parties agree as follows:

2. Definitions

(a) Protected Health Information. "Protected Health Information" shall have the meaning found in 45 C.F.R. '164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. "Protected Health Information" may also be referred to as "PHI".

(b) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(c) NSU. Shall be understood to be Northwestern State University.

Terms used in this contract, but not otherwise defined herein, shall have the same meaning as in the Privacy Rule.
3. Obligations and Activities of Business Associate

(a) Business Associate agrees not to use or disclose PHI other than as stated in this Agreement or as required by Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for in this agreement. Business Associate acknowledges receipt of a copy of Covered Entity’s policies and procedures for safeguarding PHI, and agrees to implement substantially identical safeguards for PHI in its possession.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this contract.

(d) Business Associate agrees to report promptly to Covered Entity any use or disclosure of the PHI not provided for by this contract of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI 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.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in a prompt and timely manner, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements of 45 C.F.R. § 164.524.

(g) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a prompt and timely manner or as designated by the Secretary, for purposes of determining Covered Entity’s compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond timely to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

(j) Business Associate agrees that, in requesting PHI from Covered Entity, and in using or disclosing PHI to others, only the Minimum Necessary information shall be requested, used or disclosed.

4. HIPAA Security Requirements Effective April 20, 2005
Business Associate agrees to:

(1) implement and document, as set forth in 45 C.F.R. § 164.316, Administrative Safeguards, Physical Safeguards and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity, as required by 45 C.F.R. Part 164, Subpart C, and specifically, but not exclusively, including the following:

(a) Ensure the confidentiality, integrity, and availability of all electronic protected health information the Business Associate creates, receives, maintains, or transmits on behalf of NSU;

(b) Protect against any reasonably anticipated threats or hazards to the security or integrity of such information;

(c) Protect against any reasonably anticipated uses or disclosures of such information that are not permitted or required under the HIPAA Privacy Regulations;

(4) Ensure compliance with this Section by its workforce;

(2) ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement and document reasonable and appropriate Administrative Safeguards, Physical Safeguards and Technical Safeguards, including at least the requirements set forth in this Section for Business Associate;

(3) report to NSU any Security Incident of which it becomes aware;

(4) make its policies and procedures, and documentation required by this Section relating to such safeguards, available to the Secretary and to NSU for purposes of determining the Business Associate’s compliance with this Section; and

(5) authorize termination of the contract or other relationship by NSU if NSU determines that the Business Associate has violated a material term of the contract or this Business Associate contract.

For the purposes of this Section, the following terms have the meaning assigned to them below:
Administrative Safeguards means administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the Business Associate’s workforce in relation to the protection of that information, as more particularly set forth in 45 C.F.R. § 164.308.

Physical Safeguards means physical measures, policies, and procedures to protect Business Associate’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion, as more particularly set forth in 45 C.F.R. § 164.310.

Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

Technical Safeguards means the technology and the policy and procedures for its use that protect electronic protected health information and control access to it, as more particularly set forth in 45 C.F.R. § 164.312.

Terms used in this Section but not defined herein shall have the meaning assigned to such terms by 45 C.F.R. Part 164, Subpart C, specifically including, but without limitation, 45 C.F.R. § 164.304.

5. Permitted Uses and Disclosures by Business Associate

(a) Except as otherwise prohibited by law or limited in this contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity or the Privacy Rule, including, but not limited to the following:

(1) Use or disclose PHI for proper management and administration or to carry out the legal responsibilities of the Business Associate, provided that 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 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. Entities to which Business Associate discloses PHI for the purpose of management and administration of the Business Associate shall be deemed "agents" or "subcontractors" of Business Associate, within the meaning of Section 3(e) of this agreement.

(2) Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e) (2) (i) (B).

6. Obligations of Covered Entity
(a) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Business Associate acknowledges that it has received a copy of Covered Entity's Notice of Privacy Practices, and agrees to comply with all limitations on use and disclosure of PHI contained therein.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Covered Entity shall notify Business Associate of any changes in Covered Entity's Notice of Privacy Practices.

7. Term and Termination of Agreement

(a) Term. The Term of this contract shall be effective as of the date of execution by the last party executing same, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Notwithstanding any other provisions of this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this contract, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach. Covered Entity may terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Agreement if Business Associate has breached a material term of this contract and cure is not possible; or

(3) If neither termination nor cure is feasible in the sole discretion of Covered Entity, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall not retain copies of any PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.
(2) In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall notify Covered Entity of this determination and its reasons. If Covered Entity agrees that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Contract to such PHI and limit further uses and disclosures, for so long as Business Associate maintains such PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate.

8. Miscellaneous

(a) Regulatory References. Any reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.

(b) Formal Amendment and Deemed Amendment. The Parties agree to take such action as is necessary to formally amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191. Regardless of the execution of a formal amendment of this Contract, the Contract shall be deemed amended to permit the Covered Entity to comply with HIPAA and the Privacy Rule, as the same may be hereafter amended or interpreted.

(c) Survival. The respective rights and obligations of Business Associate under Section 6 (c) of this Contract entitled "Effect of Termination" shall survive the termination of this Contract and/or the Agreement.

(d) Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.

(e) Material Breach of Contract as Breach of Agreement. Any material breach of this Contract by Business Associate shall constitute a material breach of the Agreement, and shall entitle Covered Entity to any of the remedies provided in the Agreement, in addition to the remedies provided herein.

(f) Provisions of Contract to Control. In the event of any conflict between the provisions of this Contract and any of the other provisions of the Agreement, including any renewal, extension or modification thereof, the provisions of this Contract shall control.

(g) Ownership of PHI. The PHI to which Business Associate, or any agent or subcontractor of Business Associate has access under the Agreement shall be and remain the property of Covered Entity.

(h) Indemnification and Contribution. Each party to this Contract shall indemnify and hold the other harmless from any and all claims, liability, damages, costs and expenses, including attorney's fees and costs of defense and attorney's fees, resulting from the action or omission of the other party. In the event that any liability, damages, costs and expenses arise as a result of
the actions or omissions of both parties, each party shall bear such proportion of such liability, damages, costs and expenses as are attributable to the acts or omissions of such party.

(i) **Injunctive Relief.** Notwithstanding any rights or remedies provided for in this Agreement, Covered Entity retains all rights to seek injunctive relief to prevent or stop the inappropriate use or disclosure of PHI directly or indirectly by Business Associate, or any agent or subcontractor of Business Associate.

(j) **Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Contract or in connection with any of its provisions, the prevailing party shall be entitled to an award for the attorney's fees and costs incurred therein in addition to any other right of recovery.

(k) **Severability.** If any clause or provision of this Contract is held to be illegal, invalid or unenforceable under any present or future law, the remainder of this Contract will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be substituted in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.

(l) **Waiver of Provisions.** Failure by either party at any time to enforce or require the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms or conditions or modify such provision or in any manner render it unenforceable as to any other time or as to any other occurrence. Any specific waiver by either party of any of the terms and conditions of this Agreement shall be considered a one-time event and shall not constitute a continuing waiver. Neither a waiver nor any failure to enforce shall in any way affect or impair the terms or conditions of this Agreement or the right of either party to avail itself of its remedies.

(m) **Choice of Law.** To the extent not preempted by HIPAA or the Privacy Rule, the Laws of the State of Louisiana shall govern this Contract.

(n) **Notices.** Any notice, demand or communication required or permitted to be given by any provision of this Contract shall be in writing and will be deemed to have been given when actually delivered (by whatever means) to the party designated to receive such notice, or on the next business day following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified United States mail, postage and charges prepaid, directed to the addresses noted below, or to such other or additional address as any party might designate by written notice to the other party, whichever is earlier.

Notices required by this Contract shall be sent as follows:
Covered Entity:

Northwestern State University
Business Affairs-St. Denis Hall
200 Sam Sibley Drive
Natchitoches, La 71497

Copy to:

Greg Burke, NSU Athletic Director

Business Associate:

Natchitoches Regional Medical Center
501 Keyser Avenue
Natchitoches, LA 71457

THUS DONE AND SIGNED on the date first written above:

Northwestern State University

By: Dale Martin
Director of Purchasing

Natchitoches Regional Medical Center

By: Kirk Soileau
Item H.6. University of Louisiana at Monroe’s request for approval to redirect the current Kitty DeGree Eminent Scholars Chair in Toxicology to the Kitty DeGree Eminent Scholars Chair in Nursing.

EXECUTIVE SUMMARY

The University of Louisiana at Monroe requests permission to change the discipline associated with the Kitty DeGree Eminent Scholars Chair in Toxicology to nursing, renaming it the Kitty DeGree Eminent Scholars Chair in Nursing.

The Chair has been filled since 1992 by Dr. Harihara Mehendale, a scientist internationally recognized for his work in hepatotoxicology, pulmonary toxicology, renal toxicology, and mechanisms of toxicity. Dr. Mehendale recently resigned as the Chair holder. The University has decided to change the focus of the Chair to nursing. With the new MSN program in Gerontological Leadership, ULM is expected to attract a nationally-recognized leader in gerontological nursing who will serve as the catalyst to grow enrollment and stimulate research in the MSN program.

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 redirect the current Kitty DeGree Eminent Scholars Chair in Toxicology to the Kitty DeGree Eminent Scholars Chair in Nursing.
July 21, 2015

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

Dear Dr. Woodley:

I am requesting the Board of Supervisors to approve and submit to the Board of Regents permission to redirect the current Kitty DeGree Eminent Scholars Chair in Toxicology to ULM’s nursing program so that it now be designated the Kitty DeGree Eminent Scholars Chair in Nursing. The endowed chair was established originally to support research in toxicology and succeeded in attracting an internationally recognized scientist, Dr. Harihara Mehenadeal, to ULM in 1992. Dr. Mehenadeal has had a distinguished career at ULM but relinquished his chair several years ago. After a careful assessment, it has been determined that the benefits to ULM and the region will be better served by supporting the nursing program, especially given that ULM is starting a master’s program in that field. The chair’s donor, Mrs. DeGree, died in 2012, but the officers overseeing the Kitty DeGree Foundation supports our request.

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

Sincerely,

Nick J. Bruno, Ph.D.
President

Enc.
Dr. Joseph C. Rallo, Commissioner  
Louisiana Board of Regents  
1201 N. Third St., Suite 6-200  
Baton Rouge, LA 70802

Dear Dr. Rallo:

The University of Louisiana at Monroe (ULM) requests permission to change the discipline associated with the Kitty DeGree Eminent Scholars Chair in Toxicology to nursing, renaming it the Kitty DeGree Eminent Scholars Chair in Nursing.

In 1992, this endowed chair brought to ULM Dr. Harihara Mehendale, a scientist internationally recognized for his work in hepatotoxicology, pulmonary toxicology, renal toxicology, and the mechanisms of toxicity. Dr. Mehendale has had a very productive career at ULM but recently resigned as the chair holder. After considerable discussions involving me, our vice president for academic affairs, and the Dean of the College of Health and Pharmaceutical Sciences, we have concluded that the institution and the region would be better served by the chair being in nursing, especially as we institute our new MSN program in Gerontological Leadership. Our rationale is as follows:

1. Occupational projections to 2022 indicate that nursing will remain a field of high demand within the state and in our region, much more so than toxicology.  
2. The Louisiana Workforce Commission has given four and five star ratings to many occupations in that discipline.  
3. Our aging population has increased the need for healthcare professionals trained in geriatrics.

Through a national search, the Kitty DeGree Eminent Scholars Chair in Nursing is expected to attract a nationally-recognized leader in gerontological nursing to ULM. This person will serve as a catalyst to grow enrollment and stimulate research in the MSN program and as a model to improve the credentials of the other nursing faculty.

Mrs. DeGree passed away in 2012, but I have discussed this matter with Ms. Cindy Rogers, President of the Kitty DeGree Foundation and, as the attached letter shows, she approves our request.

If you would like any additional information regarding this matter, please let me know.

Sincerely,

Nick J. Bruno, Ph.D.  
President

Enclosure
July 22, 2015

Dr. Joseph C. Rallo, Commissioner
Louisiana Board of Regents
1201 N. Third St., Suite 6-200
Baton Rouge, LA 70802

Dear Dr. Rallo:

Dr. Nick J. Bruno, President of the University of Louisiana at Monroe (ULM), has informed me that he will be requesting permission to change the discipline associated with the Kitty DeGree Eminent Scholars Chair in Toxicology. His request would move the chair to nursing so that it would be renamed the Kitty DeGree Eminent Scholars Chair in Nursing.

On behalf of the Kitty DeGree Foundation, I am writing to express the Foundation’s concurrence with that request. This move is consistent with Mrs. Degree’s support for the nursing program, which has included endowing the Kitty DeGree School of Nursing at ULM.

I have discussed the university’s reason for this move with Dr. Bruno and agree with him that this change will be a great benefit to the University and the region.

Sincerely,

Cindy J. Rogers, President

2410 Trenton Street
West Monroe, Louisiana 71291
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 27, 2015


EXECUTIVE SUMMARY

In 1989, the Louisiana Legislature created the Louisiana Education Quality Support Fund, referred to as “8g,” which provides for a $400,000 matching grant to be awarded upon receipt of $600,000 in private donations for the establishment of an endowed chair. The law further requires that the appropriate management board authorize the establishment of such endowed chairs prior to submission to the Board of Regents for matching funds.

The University of New Orleans requests approval to change the Avondale Industries Chair in Shipbuilding Engineering Management and The Avondale Industries Chair in Engineering and Shipbuilding into six Super Endowed Professorships named The Huntington Ingalls Incorporated Endowed Professor of Civil Engineering, The Huntington Ingalls Incorporated Endowed Professor of Mechanical Engineering, The Huntington Ingalls Incorporated Endowed Professor of Electrical Engineering, The Huntington Ingalls Incorporated Endowed Professor of Naval Architecture and Marine Engineering, and The Huntington Ingalls Incorporated Endowed Professor of Engineering. The request has been approved by the donor.

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 New Orleans’ request for approval to split the Avondale Industries Chair in Shipbuilding Engineering Management and The Avondale Industries Chair in Engineering and Shipbuilding into six Super Endowed Professorships.
July 9, 2015

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

Re: Request to Combine and Convert two Endowed Chairs for Eminent Scholars into Six Endowed Professorships

Dear Dr. Woodley:

On behalf of the University of New Orleans ("UNO") and the University of New Orleans Foundation, I am requesting approval by the University of the Louisiana System Board of Supervisors of the attached proposal to combine and convert two Board of Regent's (BOR) Endowed Chairs (Chairs) for Eminent Scholars into six BOR Endowed Professorships (Professorships).

The combination and conversion of these two endowed Chairs into six endowed Professorships would provide the critically needed resources to support the current focus of the College of Engineering and allow flexibility in the use of these funds.

We would appreciate your positive consideration of our request. Please feel free to contact me should you have any additional questions.

Sincerely,

Peter J. Fos, Ph.D., M.P.H.
President
To: University of Louisiana System President Sandra K. Woodley and members of the University of Louisiana Board of Supervisors

From: Peter J. Fos., Ph.D., M.P.H.  
President

Date: July 9, 2015

Re: Request to Combine and Convert two Endowed Chairs for Eminent Scholars into Six Endowed Professorships at the University of New Orleans

1. Summary

   The University Of New Orleans College Of Engineering has two Board of Regents ("BOR") Endowed Chairs for Eminent Scholars ("Chairs") that are not currently occupied. The Chairs are:
   a. The Avondale Industries Chair in Shipbuilding Engineering Management (80623)
   b. The Avondale Industries Chair in Engineering and Shipbuilding (80622)

   This proposal would combine and convert these two Chairs into six Endowed Professorships ("Professorships").

2. Support for Combination and Repurpose Request:

   The underlying reasons for the establishment of the two Chairs have changed since their establishment in November 1998. An excerpt from the Proposals to the BOR regarding the purpose of the Chairs as stated on pg. 4 clearly indicated they were to enhance UNO's reputation in shipbuilding:

   "The establishment of the Avondale Industries Chair in Engineering and Shipbuilding, coupled with the [Avondale] Chair in Shipbuilding Engineering Management and the facilities of the Marine Technology Center of Excellence (MTCE), will place the University of New Orleans and the State of Louisiana in a permanent position at the forefront of the U. S. Maritime industry plans for the 21st century."

   Since that time, events have changed the focus and needs of the University and its engineering program, thus affecting both Chairs:

   • Avondale Shipyards has closed. As of today, there is little prospect of a return to an active shipyard."
• Maritime Technology Center of Excellence (MTCE), a $40 million building adjacent to Avondale Shipyards established by UNO’s College of Engineering and Avondale Shipyards closed in December 2007 at the end of the contract from the Office of Naval Research under the ManTech (Manufacturing Technologies) program. The contract was not renewed, largely because the devastation to UNO from the effects of Hurricane Katrina forced many of the faculty, staff and researchers to move to other institutions around the country. The contract was rebid in 2007, however, UNO’s proposal was not successful.

• UNO's engineering programs had to adapt as many of its faculty moved out of state, creating a void of knowledge.

• Long term vacancy of both Chairs due to ongoing budget constraints.

• Chair in Shipbuilding Engineering Management was to focus on the utilization of modern principles and techniques of the methodology of Integrated Product and Process Development and Concurrent Engineering to maximize the academic rigor and reputation of the MTCE, which no longer exists.

• The restructuring of the two Chairs into the six Professorships is meant to reward and incentivize the UNO’s engineering department chairs, engineering management director and associate dean in the College of Engineering. (see attachment for listing of Professorships names and holders).

This proposal would eliminate these two currently unoccupied Chairs, leaving only the Jerome L. Goldman Endowed Chair in Naval Engineering unoccupied.

4. Corpus and Fair Market Value of Resultant Professorships
See 7 below.

5. Precedents for repurposing in the UL System have been established by other member institutions and such repurposing has been approved.

6. Donor Approval:
Per the attached acknowledgement from Huntington Ingalls, successor to Avondale Industries, Inc., the Donor acknowledges and approves the combination and conversion.

6. Budget Notes
No additional funds are required.

7. Related Documents
• Names and descriptions of the six Endowed Professorships
• Schedule showing allocation of corpus and earnings to each Endowed Professorship
Proposed Names of Endowed Professorships

1. Huntington Ingalls Incorporated Endowed Professor of Civil Engineering
2. Huntington Ingalls Incorporated Endowed Professor of Mechanical Engineering
3. Huntington Ingalls Incorporated Endowed Professor of Electrical Engineering
4. Huntington Ingalls Incorporated Endowed Professor of Naval Architecture and Marine Engineering
5. Huntington Ingalls Incorporated Endowed Professor of Engineering Management
6. Huntington Ingalls Incorporated Endowed Professor of Engineering

Four of the Huntington Ingalls Incorporated Endowed Professorships would be tied to each of the Chairs of our Engineering Departments (Civil and Environmental Engineering, Electrical Engineering, Mechanical Engineering and Naval Architecture and Marine Engineering). The last two Huntington Ingalls Incorporated Endowed Professorships would be tied to the Director of the Engineering Management Program and to the Associate Dean of Engineering.

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<th>ORIGINAL ENDOWED CHAIRS</th>
<th>Allocated Unspent Income</th>
<th>Total Value as of December 31, 2014</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Huntington Ingalls Incorporated Endowed Professorship Civil Engineering</td>
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<tr>
<td>Huntington Ingalls Incorporated Endowed Professorship Mechanical Engineering</td>
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<td>Huntington Ingalls Incorporated Endowed Professorship Electrical Engineering</td>
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</tr>
<tr>
<td>Huntington Ingalls Incorporated Endowed Professorship Naval Architecture &amp; Marine Engineering</td>
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<td>Huntington Ingalls Incorporated Endowed Professorship Engineering Management</td>
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<tr>
<td>Huntington Ingalls Incorporated Endowed Professorship Associate Dean College of Engineering</td>
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BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 27, 2015

Item H.9.  University of Louisiana System’s request for acceptance of Fiscal Year 2014-15 Financial and Compliance and Federal Award Programs Representation Letters for (a) Grambling State University, (b) Louisiana Tech University, (c) Northwestern State University, (d) Southeastern Louisiana University, (e) University of New Orleans, and (f) University of Louisiana System.

EXECUTIVE SUMMARY

In connection with its financial and compliance audits of colleges and universities, the Legislative Auditor’s Office requires the President and Chief Fiscal Officer to review certain representations and certify that those representations are true and correct. The officers answer and sign a financial and compliance and federal award programs questionnaire at the beginning of the audit and then sign an update upon conclusion of the audit certifying that: (1) there were no material changes to the original certification; or (2) any such changes have been disclosed to the Legislative Auditor. Office of Legislative Auditor policy further requires that the appropriate management board accept the university’s questionnaire in a public meeting. The documentation is 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 accepts Fiscal Year 2014-15 Financial and Compliance and Federal Award Programs Representation Letters for (a) Grambling State University, (b) Louisiana Tech University, (c) Northwestern State University, (d) Southeastern Louisiana University, (e) University of New Orleans, and (f) University of Louisiana System.
Discussion/Action Items
Item H.1. Grambling State University’s request to declare financial exigency in the Bachelor of Science in Nursing degree program.

EXECUTIVE SUMMARY

Grambling State University has requested that the Board declare financial exigency in its Bachelor of Science in Nursing degree program. This request stems from the fact that the Louisiana State Board of Nursing (LSBN) has withdrawn approval/accreditation for Grambling’s Bachelor of Science in Nursing (BSN) degree program, effectively closing it. Without any tuition or student-generated revenue, the University will use the financial exigency to terminate tenured employees in order to reduce the costs associated with the program.

Background

The LSBN withdrew approval for Grambling’s BSN program based upon four consecutive years of not meeting the 80% benchmark pursuant to LSBN rules. The LSBN requires a nursing education program to have an 80% pass rate among first-time test-takers for each calendar year. Once the pass rates falls below 80%, the program is placed on conditional approval.

Grambling was placed on conditional approval in March 2011 based upon a pass rate for calendar year 2010 of 79.61%. The next three years Grambling had the following pass rates: 2011 (69.12%); 2012 (65.66%); and 2013 (63.64%). In February of 2014, the LSBN barred Grambling from admitting new students based upon being on conditional approval for three consecutive years (2011-13).

The LSBN issued a show case order placing Grambling on notice that its conditional approval would be terminated based upon not meeting the 80% threshold. At a hearing on June 11, 2015, the LSBN determined that Grambling’s 2014 pass rate was only 75.44% and the first quarter of 2015 was 64.29%. Although Grambling had presented considerable evidence of changes to the program to improve student outcomes, the LSBN voted to terminate the approval/accreditation of the BSN program.

Grambling was provided an opportunity to teach out the remaining upper level students through a partnership with Northwestern State University. The remaining level 4 and 5 students participated in that program through the summer of 2015.
Presently the BSN program has no potential for new students and there is no revenue to justify the faculty and staff associated with the program. The declaration of financial exigency in the Bachelor of Science in Nursing will allow Grambling to take the necessary steps to reduce the expenses associated with the program.

**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 Grambling State University’s request to declare financial exigency in the Bachelor of Science in Nursing degree program and the Board authorizes the President of Grambling State University to effect the termination of faculty and staff in accordance with the Board’s financial exigency policy.
August 11, 2015

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

Dear Dr. Woodley:

On June 11, 2015, the Louisiana State Board of Nursing issued an order to withdraw the conditional approval of the Grambling State University (GSU) School of Nursing’s Bachelor of Science degree program and ordered an involuntary closure of the program. In addition, GSU was directed to create a transition plan for students currently in the program to complete their studies at another institution or transfer to another program at GSU.

Those actions have created financial instability in the School of Nursing’s undergraduate program. In that no students can be admitted into the program, there are no students to teach and thus no revenue stream to support the BSN infrastructure.

As a result, I am requesting that the Board of Supervisors of the University of Louisiana System declare a state of exigency for the Bachelor of Science in Nursing program at GSU for the period of August 27, 2015 through June 30, 2016. In addition, we are requesting the authority to terminate personnel assigned to the Bachelor of Science in Nursing program pursuant to Section XVI. B3 (Financial Exigency) of the University of Louisiana System BOS By-Laws.

Attached with this letter is the Louisiana State Board of Nursing’s decree to involuntarily terminate the Bachelor of Science in Nursing degree program at Grambling State University.

Sincerely,

Willie D. Larkin, Ph.D.
President

WDL:jj

Attachment
June 15, 2015

Ms. Mary Meg Brown
Interim Associate Dean, School of Nursing
Grambling State University
Box 4272
Grambling, LA 71245

RE: Louisiana State Board of Nursing
    vs
Grambling State University

Dear Ms. Brown:

Enclosed please find a certified copy of the Final Order of the Board of Nursing relative to the above entitled cause, which is self-explanatory.

Please immediately begin the process of becoming compliant with the Order stipulations. As of the effective date of the Order, you are responsible for compliance with all stipulations.

Sincerely,

[Signature]
Karen C. Lyon PhD, APRN, ACNS, NEA
Executive Director

Enclosures

KCL/agr
LOUISIANA STATE BOARD OF NURSING  
BATON ROUGE, LOUISIANA

IN THE MATTER OF:  
Grambling State University  
School of Nursing  

FINAL ORDER

The Louisiana State Board of Nursing, having set a hearing to determine why Grambling State University School of Nursing ("Grambling") should be allowed to continue the nursing program and/or why involuntary termination of the Bachelor of Science in Nursing degree program should not be initiated, held said hearing on June 11, 2015, pursuant to applicable Louisiana laws and regulations.

The board members were present. Domino Rutledge, attorney, served as advising attorney to the Board. E. Wade Shows, attorney, served as attorney for the Board. Grambling State University School of Nursing was present and represented by attorney, Winston G. DeCuir, Jr.

Testimony and other evidence were received by the Board, and as a result thereof, the Board makes the following findings of fact and conclusions of law.

Findings of Fact

1. Grambling's nursing program offers a Bachelor of Science in Nursing degree; however, Grambling is not in compliance with the LSBN's rules and regulations in order to maintain its status. More specifically, Grambling has been on conditional approval for 2011, 2012, and 2013, thereby exhausting its ability to continue on conditional approval. In 2014, Grambling was ordered not to admit any more students. In 2015, Grambling was ordered to show cause as to why involuntary termination of the nursing program should not be ordered.

2. LAC XLVII.3523.B provides that nursing education programs shall have a pass rate of 80 percent or greater achieved by the candidates taking the licensure examination for the first time in any one January to December calendar year, or the program shall be placed on conditional approval.

3. On March 2, 2011, Grambling was placed on conditional approval due to non-compliance with the NCLEX RN passage rate requirements as set forth in LAC XLVII.3523.B. The 2010 verified pass rate was 79.61%.

4. On February 15, 2012, Grambling was continued on conditional approval due to non-compliance with the NCLEX-RN passage rate requirements as set forth in LAC XLVII.3523.B. The 2011 verified pass rate was 69.12%.

5. On February 20, 2013, Grambling was continued on conditional approval due to non-compliance with the NCLEX-RN passage rate requirements as set forth in LAC XLVII.3523.B. The 2012 verified pass rate was 65.66%.

6. LAC 46:XLVII.3535.K provides that conditional approval status is not granted to a program for more than three (3) consecutive one-year periods. As such, Grambling exhausted its ability to continue on conditional approval.

7. LAC 46:XLVII.3535.L provides that after three (3) consecutive years on conditional approval a program shall not admit any students into the nursing sequence until the board has determined that all standards have been met.
8. On February 12, 2014, the Board instructed Grambling to cease admission of new students and to show cause as to why it should be allowed to continue admitting students to the nursing program in accordance with LAC 46:XLVII.3535.K. Additionally, the 2013 verified pass rate was 63.64%.

9. On April 3, 2014, the LSBN filed a show cause order requiring Grambling State University School of Nursing to show cause why its conditional approval should not be terminated and/or why full approval should not be refused, thereby barring Grambling from admitting any further students into its nursing education program. The hearing was scheduled for April 30, 2014.

10. At the April 30, 2014, board meeting, the matter was recessed until October 14, 2014, to allow NCLEX-RN testing for Grambling’s May 2014 graduates.

11. On October 15, 2014, the Board reconvened the April 30, 2014, hearing. Grambling was refused full approval and barred from admitting any further students into its nursing program. The Board’s order also provided that it would continue to monitor Grambling’s NCLEX-RN pass rates.

12. At a Board meeting on February 19, 2015, the Board verified Grambling’s NCLEX-RN results for 2014, which reflected a total passage rate of 75.44%. The Board took action regarding non-compliance with LAC XLVII.3523.B. The Board ordered Grambling to show cause on April 9, 2015, as to why it should be allowed to continue the nursing program and/or why involuntary termination of the nursing program should not be initiated.

13. Grambling appeared before the Board on April 9, 2015, and the Board received evidence and testimony; however, the hearing was recessed at Grambling’s request in order to provide Grambling with an opportunity to enter into a Consent Order.

14. Grambling declined to accept a mutually negotiated Consent Order and the hearing which was recessed on April 9, 2015, was reconvened on June 11, 2015.

15. At the hearing on June 11, 2015, the Board verified Grambling’s NCLEX-RN results for the first quarter of 2015, which reflected a total passage rate of 64.29%.

16. Of the 25 students who had been identified by Grambling at the April 9, 2015, hearing as anticipated to graduate in May 2015, the Board verified that only two students met Grambling’s graduation requirements, and officially graduated with a conferred degree. Grambling reported to Board staff that the remaining 22 students were subsequently enrolled in a collaborative remediation program at Northwestern State University, with an anticipated graduation date of August 2015.

17. Additionally, Grambling reported to Board Staff that a total of 17 students were identified as Level 4, and were incorporated into this collaborative remediation program at Northwestern State University to complete Grambling’s Level 5 requirements, also with an anticipated graduation date of August 2015.
18. Grambling reported to Board staff that there are eleven (11) remaining students in Level 3, and six (6) remaining students in Level 2.

19. Dr. Dana Clawson testified that an 80% NCLEX passage rate was achievable in calendar year 2015 with the current student population.

Conclusions of Law

1. That La. R.S. 37:911 et seq. and LAC 46:XLVII authorize the Board to approve nursing programs and provide for hearings when approval is denied or withdrawn. As such, the LSBN has jurisdiction over this matter.

2. That Grambling State University School of Nursing was properly notified of the show cause order and hearing dates.

3. That based on the foregoing Findings of Fact, Grambling State University School of Nursing’s Bachelor of Science degree program is not in compliance with the applicable rules and regulations due to the program’s NCLEX-RN passage rate for the years 2010, 2011, 2012, 2013, and 2014.

ORDER

In an open meeting of the Louisiana State Board of Nursing, on June 11, 2015, the following Order was rendered:

It is hereby ORDERED, ADJUDGED, and DECREED that the conditional approval of Grambling State University School of Nursing’s Bachelor of Science degree program is withdrawn.

It is hereby FURTHER ORDERED, ADJUDGED, and DECREED that Grambling State University place notice of this decision on its website, notify all accrediting agencies, and notify all affected students within five (5) working days upon receipt of this Final Order.

It is hereby FURTHER ORDERED, ADJUDGED, and DECREED that Grambling State University School of Nursing shall initiate involuntary termination of the Bachelor of Science degree program in accordance with LAC XLVII 3531 B within thirty (30) days of the Board’s Final Order.

It is hereby FURTHER ORDERED, ADJUDGED, and DECREED that Grambling State University School of Nursing shall provide assistance to all Level 2 and Level 3 students with transfers to other nursing education programs and submit a list of these transfer students and their prospective transfer details within thirty (30) days of the Board’s Final Order.
LOUISIANA STATE BOARD OF NURSING
BATON ROUGE, LOUISIANA

IN THE MATTER OF:
Grambling State University
School of Nursing

* *

FINAL ORDER

A copy of the Board's Final Order shall be served upon Grambling State University School of Nursing by certified mail, return receipt requested.

Entered this 15th day of June, 2015.

LOUISIANA STATE BOARD OF NURSING

Karen C. Lyon, PhD, MBA, CNS, NEA
Executive Director
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 27, 2015

Item H.3. McNeese State University’s request for approval to place a referendum for a student self-assessed fee on the Fall 2015 student ballot.

EXECUTIVE SUMMARY

The McNeese State University Student Government Association proposes that a referendum be placed for a student vote for the following proposed student self-assessed fee:

<table>
<thead>
<tr>
<th>Fee Title</th>
<th>Current Fee Fall and Spring</th>
<th>Current Summer Fee</th>
<th>Proposed Fee Increase Fall and Spring</th>
<th>Proposed Fee Increase Summer</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band</td>
<td>$8.00</td>
<td>$5.00</td>
<td>$5.00</td>
<td>$5.00</td>
<td>$85,000</td>
</tr>
</tbody>
</table>

The proposed fee would provide funds for uniforms, travel, equipment, maintenance and other band-related expenses to improve recruiting and retaining of student members of the MSU Band. A student election is anticipated to be held in October 2015. The approved fee would be assessed beginning with the Spring 2016 semester and would begin at zero credit hours.

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 McNeese State University’s request for approval to place a referendum for a student self-assessed fee on the Fall 2015 student ballot.
July 22, 2015

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

Dear Dr. Woodley:

Enclosed are (5) copies of McNeese State University’s request for approval to allow student referendum for student self-assessed fee: Band. A student election is anticipated to be held in October 2015. Approved fees would be effective spring 2016 semester.

Please place this item on the ULS Board of Supervisors’ agenda for consideration and approval at the August 27, 2015 meeting.

Thank you for your attention in this matter.

Sincerely,

Philip C. Williams
President

Enclosures
BAND FEE

SUMMARY OF INFORMATION REQUIRED WHEN REQUESTING PERMISSION TO ASSESS, INCREASE, AND/OR RENEW ADMINISTRATIVE /STUDENT FEES

Submitted by: Eddie P. Meche, Vice President of Business Affairs, McNeese State University

Submitted to Board of Supervisors for the University of Louisiana System

Proposed Fees to be assessed/increased

1. STUDENTS AFFECTED AND FEE:
   Band Fee: All full-time and part-time students would pay a self-assessed fee of $5.00 in fall, $5.00 in spring, and $5.00 in summer, and the fees would beginning with the fall 2014 semester. Fees would begin at 0 credit hours.

2. TERM OF ASSESSMENT
   Perpetual fee

3. ESTIMATED TOTAL ANNUAL REVENUES TO BE GENERATED:
   $85,000

4. FUNDS IN WHICH REVENUES WILL BE RECORDED:
   Restricted Fund

5. WHAT IS THE CURRENT BALANCE IN THIS FEE ACCOUNT?
   $36,819

6. IF THIS PROPOSED FEE REPLACES OTHER ASSESSED FEE(S) OR TRANSACTION CHARGES, WHAT IS THE AMOUNT OF THE FORGONE REVENUES?
   This fee does not replace other assessed fees or transactions.

7. IF THIS ADMINISTRATIVE FEE IS REQUESTED TO OFFSET SPECIFIC COSTS ASSOCIATED WITH SACS OUTCOME ASSESSMENTS, PLEASE GIVE A DESCRIPTION OF THE EXPENSES REQUIRING THESE ADDITIONAL REVENUES BY OBJECT(S) AND FUNCTION(S).
   Fees are not administrative fees associated with a SACS outcome.

8. IF THIS IS A REQUEST TO INCREASE AN EXISTING FEE, PLEASE EXPLAIN WHY THE INCREASE IS NEEDED AND HOW MUCH INCREASED REVENUE WILL BE GENERATED.
BAND FEE

This fee increase is needed for providing additional support for travel, uniform purchases and maintenance, equipment, recruitment, retention, and efforts to improve the marketing branding of the University Bands.

9. INDICATE WHAT YOUR CURRENT FULL TIME MANDATORY ATTENDANCE FEES ARE AND WHAT THEY WILL BE IF THIS FEE IS APPROVED.

Fall Semester:
• Present Full-time Mandatory Attendance Fees: $3,610
• Add: Proposed Fee $5

Mandatory attendance fees, if fee is approved: $3,615

10. GENERAL COMMENTS
MEMORANDUM

TO: Dr. Phillip Williams, McNeese State University President

FROM: Caleb Whalley, SGA President

DATE: April 29, 2015

RE: Senate Resolution S15-02 Band Fee

CC: Zachary Webb, SGA Speaker

Honorable Dr. Williams:

This memo is to inform you of the passage of legislation that pertains to the proposed fee increase towards the student assessed Band fee. It was introduced at our legislative meeting on the 1st of April, 2015. It was passed unanimously in both the Senate and the House on April 29th, 2015.

The reason for this fee increase is to address the financial constraints of the McNeese State University Band. With budget cuts impacting every aspect of McNeese, this increase would greatly help the University Band, the very Pride of McNeese, to maintain quality equipment and personnel while strengthening and building a strong university band. In this era where money is tight, I believe that if properly presented and managed, the student body would rally to support the Pride of McNeese by supporting this fee in a student wide referendum.

If it meets your approval, please see to it that it receives the proper attention as to its continuation through the proper channels for its passage. If you may have questions, please do not hesitate to present them to SGA.

Caleb Whalley
The Student Senate- McNeese State University
Legislation to Increase the Student Self-Assessed Band Fee

WHEREAS, one of the many responsibilities of the Student Government Association is to oversee Student Self-Assessed Fees which the Legislature has the authority over; and,

WHEREAS, a fee alteration must be passed by the Legislature, approved by the University President, approved by the UL Board of Supervisors, and then pass a student-wide vote before the alteration is in effect; and,

WHEREAS, The Band Fee is currently held at $8.00 per student for the Fall and Spring semesters and $5.00 for the Summer semester; and,

WHEREAS, The McNeese Band is one of the most visible student organization, representing the university on a regional and national scale, and recruits students in numerous academic majors; and,

WHEREAS, this funding is used to provide financial support for music, copyright fees, instrument repair, travel, uniform purchase and maintenance, instructors, equipment, recruiting expenses, etc.

WHEREAS, the Band has experienced a more than 47% increase in the number of members from 2007-2013, along with an increased number of expenses that are necessary for the organization to function in the areas of travel, equipment, and maintenance, etc.; and,

WHEREAS, the current amount of the Band Assessment provides strained resources for the McNeese State University Band and an increase in revenue generated by this fund would allow the Band to better recruit and retain its members and represent the McNeese Community as a whole by providing increased funding for expenditures such as travel, equipment and maintenance, etc.

BE IT RESOLVED, the McNeese State University Student Self-Assessed Band Fee be increased in Fall/Spring Semester from $8.00 to $13.00 and in the Summer Semester from $5.00 to $10.00 for every student enrolled at the University, to be voted on in the Fall General Election.

Action Taken: 
Signed Date: 5/1/2015

Caleb Whalley
Student Government President

Certified By: Zachary S. Webb
Speaker of the House

Caleb Whalley
President
Morgan Miller
Vice-President
Zachary Webb
Speaker of the House
Philip Partin
Treasurer
Lodden Hixson
Secretary
Legislative Meeting Minutes
April 29, 2015

Call to Order
Speaker Webb called the meeting to order at 4:03 p.m.

Moment of Silence
Speaker Webb led the Moment of Silence.

Pledge
Speaker Webb led the Pledge of Allegiance.

Swearing in of Legislators
There were no new Legislators.

Approval of Minutes
With no corrections, Speaker Webb stated that the Minutes stand approved.

Committee/Branch Reports
University Services Report: No report.

President’s Report: President Whalley said that it is good to be with everyone here today. It is a joy to see everyone’s faces. He went over a few things. Since his time here is coming to a close, he said that he has thoroughly enjoyed it in the Legislature. He spoke about University committees. He encouraged Representatives to seek out information pertaining to University committees. He read off a few and gave a description. They are unique opportunities to interact with faculty and staff. It is an opportunity to be able to network with individuals students didn’t even know were here. Some committees are as follows: athletic advisory committee, athletic engagement committee, campus development committee (items that pertain to classroom tools) there was faculty and staff submitting proposals, campus parking committee, academic integrity committee, etc. This was to give everyone an idea of the committees. Speaker Pro-Tempore Block will have the honor of appointing students to committees. It’s been tough to have consistent students on committees. Students are to drop by Speaker Pro-Tempore Block if they’re willing to be on a committee next year. President Whalley also mentioned the secretary position. He said, “For the secretary position, if its something would like to do, pick up an application in the SGA office.” He said that he was corresponding with Dr. Daboval about faculty and
staff leaving. It’s upsetting because they’re leaving to go to another academic institution outside of the state. He encouraged the Legislature to contact their congressman and say “hey, get your act together.” Decisions they make impact us. President Whalley spoke about loving what Representative Hall does. He gives a presentation and says that his organization is “going to these competitions and winning… it makes your degree more valuable.” We want to increase the value of our degree. President Whalley cares about the students here. He ended with saying “In passing, it has been an honor to serve with you all. I have nothing but gratitude with what you all put forth in SGA and simply coming to the meetings. You have helped fund students to go on trips making their experience here fun. You have passed resolutions and support for different departments on campus. You have committed your time to be here and that is precious in this day and age. Thank you for what you’ve given in the 2014-2015 year. I may be involved next year, I’m not sure yet. Finish strong, do your schoolwork. May 9, we will have coffee, cinnamon rolls, Scantrons, and Greenbooks in the old ranch.”

**Vice President’s Report:** Vice President Miller said nothing was signed this week nothing has gone into effect. Spring court, due to the rain, it did not happen this past Saturday. She is still in the works with athletics as when this day will be changed. The countdown to school being over is also coming quickly. “Bear with me, those in spring court. It has been a privilege and a pleasure and I am very thankful for this year.”

**Treasurer’s Report:** Treasurer Partin reported the FBC recommendation for Bill S15-10 American Chemical Society. Seven students will be attending. The total event cost is $6,375.00. The amount requested is $3,220.00. The amount recommended by FBC is $3,220.00, which is 51% of the total event cost. He then presented the FBC recommendation for Bill S15-11 Alpha Phi Alpha. Six students will be attending the event. The total event cost is $5,876.08. The amount requested is $2,488.04. The amount recommended by FBC is $2,488.04, which is 42.3% of the total event cost. He then gave an FBC recommendation for the Org. Fund Budget. Allocations (IEEE) must not exceed 60% of the trip total. New organizations receive 15% of the total org. fund, and supplemental will receive all remaining funds.

**Speaker’s Report:** Speaker Webb said they took a look at the Constitution and the Legislature has to elect a Speaker Pro-Tempore during this meeting. We will nominate and elect a Speaker Pro-Tempore at the end. He ended with saying “I want to thank you all for all of your effort this semester.” He thanked various
officers for their work this year. He ended with saying “Trac, you are my right hand man.”

Speaker Pro-Tempore’s Report: No report.

Commissioner of Elections Report: Senator Mumford said that they received signatures to verify the authenticity of the election results. Regarding Senators, since everyone turned in their information on time, everyone will be in the Senate. SGA President is Trae Block. SGA Vice President is Dakota Harp. SGA Treasurer is Austin Dupre. For the fees, the Rodeo fee did not pass; the Safety fee did pass.

Old Business
Senate Resolution S15-02 Band: Senator Mumford motioned to approve the Senate Resolution and was seconded by Senator Hensley. The motion passed in the Senate. Representative Duplantis motioned to approve the Resolution and was seconded by Representative Meschwitz. It passed in both bodies.

House Bill S15-10 ACS: Representative Hall addressed that there was a question about airfare prices in the past meeting. He said that after talking to Mr. Nicholas, “It will all be okay.” Representative Broussard motioned to approve the Bill with FBC recommendation and was seconded by Legislative Clerk Vallot. The motion passed in the House. Speaker Pro-Tempore Block motioned to approve the Bill with FBC recommendation. Parliamentarian Bailes seconded. The motion passed in both Houses.

House Bill S15-11 Alphi Phi Alpha: Representative Collins stated that Alpha Phi Alpha will be attending a convention in Atlanta to get fraternity updates, network with others, and be trained in various areas. He went over the cost breakdown. For airfare, they are requesting $800. For Registration, $688.04, for Hotel, $800, for Checked Bag Fees, $100, for Ground Transportation, $100. This brings the total amount requested to $2,488.04. This is 42.3% of the event cost and has been recommended by the FBC. Representative Ludtman motioned to approve with FBC’s recommendation and was seconded by Representative Anderson. It passed in the House. Senator Hensley motioned to approve with FBC recommendation and was seconded by Speaker Pro-Tempore Block. The motion carried in the Senate. It passed in both houses.

New Business
Senate Resolution S15-03: It was reviewed on what will go on in requesting funds and budgeting like IEEE did in requesting funds for the next school year. There were questions about the timeline of asking funds and when. It was asked “What are the issues with the current status?” Speaker Webb replied that we don’t have numbers. It is hard for the Treasurer to recommend funds in a budget when no one has requested anything. Instead of a whole year earlier, it will just be a semester. If this passes, we will not approve the budget because we won’t be obligated to do so. Senator Hensley motioned to approve Senate Resolution S15-03 and was seconded by Senator Gunnel. The motion carried in the Senate. Representative Sconzert motioned to approve the Resolution and was seconded by Representative Palmer. The motion passed in both Houses.

Approval of Speaker Election: Speaker Webb announced that Mr. Clause rejected his nomination. The only person to serve as Speaker is Parliamentarian Bailes. Will have a voice vote. It was asked if we can merge the voice vote and approval? Speaker Webb asked Parliamentarian Bailes for clarification and Parliamentarian Bailes said that we must do it separately. There was a vote on Parliamentarian Bailes. He won the election for speaker. It was asked to approve election results. Representative Broussard motioned to approve the Speaker election results and was seconded by Representative Meschwitz. The Speaker results were approved.

Nomination of Speaker Pro-Tempore: Speaker Pro-Temp Block nominated Legislative Clerk Vallot as Speaker Pro-Tempore. Legislative Clerk Vallot accepted. Senator Mumford motioned to close floor for nominations and was seconded by Representative Broussard. The floor closed for nominations. Since there was only one person nominated, the Legislature did a voice vote and the ays had it. Legislative Clerk Vallot won the election as Speaker Pro-Tempore. Representative Broussard made motion to approve the election results and was seconded by Representative Duplantis. The motion carried.

Approval of Election Results: Representative Anderson motioned to approve the election results and was seconded by Representative Ludtman. The motion carried.

Approval of Summer Budget: Not needed

Approval of Org Fund Budget *(If Needed)*: Not needed

Swearing in of New Officers: Commissioner of Elections Mumford swore in the Executives and Speaker Webb swore in the Legislative staff. She swore in Trae
Block as SGA President. Commissioner of Elections Mumford swore in Dakota Harp as SGA Vice President. She then swore in Austin Dupre as SGA Treasurer. Speaker Webb swore in Austin Vallot as Speaker Pro-Tempore. Speaker Webb swore in Mark Bailes as Speaker.

Announcements
- Rep Broussard announced Monday from 4-7 there will be free food and a study session hosted by Psi Chi.
- Tomorrow night in the new theater, Concert Chorale will be performing with Chamber Singers, etc.
- Representative Babukandel announced that there are 5000 to 6000 people already dead in Nepal from the earthquake. We want to support our people from here. Tomorrow at noon we will have an event in the Quad to pray for those who lost their life in the disaster. Come and pray with us for them.
- Mr. Whalley announced the “Be The Match” event going on in the second floor of the field house Thursday from 10 a.m. to 4 p.m.
- President Block announced the Phi Mu Alpha Symphonia recital. It will be May 14 at 7:30 p.m. It is an American music recital. We will be doing a Disney melody. He would love to see everyone there. The banquet is also this Friday. It is in the upper field house in the Endzone room at 5 p.m.
- Dr. Thomas announced the late night breakfast that will be held on Monday at 7 p.m. Must have student ID.

Guest Speakers

Open Forum
Senator Hensley congratulated all newly elected officers. “From all of us thank you for bringing us on board and making everyone feel welcome.”

Adjournment
Representative Aucoin motioned to adjourn the meeting and was seconded by Representative Meschwitz. The meeting adjourned at 4:47 p.m.
Item H.8. University of New Orleans’ request for approval to enter into a Cooperative Endeavor Agreement with Navitas, Limited.

EXECUTIVE SUMMARY

Approval of this request will allow the University of New Orleans to enter into a Cooperative Endeavor Agreement with Navitas Limited for the purpose of providing a portfolio of pathway programs for undergraduate and graduate international students. The Pathways Program provides coursework for international students consisting of a combination of developmental (non-credit) and academic (credit) courses.

Upon contract execution, Navitas shall incorporate a wholly owned operating company as a limited liability company to operate the Pathway Programs, UNOIC. Navitas will fund 100% of UNOIC’s initial funding and working capital requirements until it can independently fund its own operations. The funding will be through working capital loans to UNOIC capped at $3 million and LIBOR interest plus .5%. The University will provide in-kind contributions equal to 40% of working capital loans. UNO will receive an annual administrative fee of $250,000 and a performance fee equal to 40% of UNOIC’s remaining surplus after expenses. Navitas will receive an annual marketing fee and head office management fee of $1,000,000 plus 3% increase per year and an annual administrative fee of $250,000 plus 3% increase per year. Navitas will also receive 5% of the annual gross tuition for each year of enrollment at UNO for each of the students progressing from UNOIC Pathway Programs to degree programs at UNO and 5% of the annual gross tuition for each direct-admit international student.

This Cooperative Endeavor Agreement shall have an initial term of fifteen years, beginning in Fall 2016. Upon agreement of both parties, this Agreement may be renewed for fifteen additional years.

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 New Orleans’ request for approval to enter into a Cooperative Endeavor Agreement with Navitas, Limited.
August 3, 2015

Dr. Sandra Woodley
President
University of Louisiana System
1201 N. Third Street
Suite 700-3
Baton Rouge, LA

Re: Cooperative Endeavor Agreement with Navitas Limited

Dear Dr. Woodley:

I am writing to request that the UL System Board consider the University of New Orleans entering into a Cooperative Endeavor Agreement with Navitas Limited. A draft of the affiliation agreement and a draft of the letter of intent are attached. These documents are subject to local legal and tax review.

Thank you in advance for your consideration of this request.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Peter J. Fos, Ph.D., M.P.H.
President
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FINANCE COMMITTEE

August 27, 2015

Item H.10. University of Louisiana System’s request for approval of Fiscal Year 2015-16 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, scholarships and System Shared Costs.

EXECUTIVE SUMMARY

The 2015-16 Operating Budgets were prepared in accordance with instructions received from the System Office, the Division of Administration Office of Planning and Budget, and the Louisiana Board of Regents.

System staff has prepared a comparative Operating Budget Summary for the System including Revenues by Source, Expenditures by Function and Object, and other summary data on Mandatory Attendance Fees, Organizational Charts, Employees, Scholarships, Athletic Budgets, and System Shared Costs.

Informational items are included in each institution’s full operating budget document that will be available at the Board meeting.

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 Fiscal Year 2015-16 Operating Budgets, including organizational charts, undergraduate/graduate mandatory attendance fees, scholarships, and System Shared Costs.

EXECUTIVE SUMMARY

The Board of Supervisors for the University of Louisiana System is authorized to grant approval to institutions to exercise operational autonomies and the Division of Administration shall approve the exercise of such autonomies to all institutions provided the System received an unmodified opinion in the most recent financial audit and the financial statement was free of material misstatements and material weakness.

The operational autonomies that may be granted include the following:

- Authority to retain funds which remain unexpended and unbudgeted at the end of the fiscal year for use at the institution’s discretion pursuant to R.S. 17:3386.
- Authority to identify and dispose of obsolete equipment, excluding vehicles and items deemed by federal law to be of a dangerous nature.
- Authority to be excluded by the Division of Administration from any table of organization.
- Authority to participate in the higher education procurement code as established by Louisiana State University and approved by the Division of Administration.
- Exemption from participation in the State’s risk management program established by R.S. 39:1527 et seq.
- Notwithstanding the provisions of R.S. 39:114, authority to administer all facilities projects funded with self-generated revenue, federal funds, donations, grants, or revenue bonds, including all projects falling under R.S. 39:128.
- Authority to invest as defined by R.S. 49:327(C) in municipal bonds issued by any state or political subdivision and those instruments laid out in R.S. 49:327(B)(1), in tax-exempt bonds and other taxable governmental bonds issued by any state or political subdivision or public corporation of any state, provided that such bonds are rated by a nationally recognized rating agency as investment grade.

The request to participate in these operational autonomies will be forwarded to the Division of Administration once each institution has determined it has the capacity and desire to implement all or selected operational autonomies.
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 Louisiana System's request for approval of autonomies granted in House Bill 766, Act 359, of the 2015 Regular Session of the Louisiana Legislature.