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This public document was published at a cost of \$3.60 per copy, by Baton Rouge Printing Co., Inc., P. O. Box 97, Baton Rouge, La. as a service to the state agencies in keeping them cognizant of the new rules and regulations under the authority of R.S. 49:951-968. This material was printed in accordance with the standards for printing by state agencies established pursuant to R.S. 43:31. Printing of this material was purchased in accordance with the provisions of Title 43 of the Louisiana Revised Statutes.

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# Executive Orders

## EXECUTIVE ORDER

### Executive Order DCT 81-2

WHEREAS, it is incumbent upon the Governor of Louisiana to promote reduced energy consumption in state-owned and state-leased buildings, not only to reduce expenditures for energy costs in the state's operating budget, but also to provide an example of energy conservation to the people of Louisiana; and

WHEREAS, the responsibility for the conservation of energy in such buildings is poorly defined despite being placed within the jurisdiction of the Department of Natural Resources by the Natural Resources and Energy Act of 1973; and

WHEREAS, a coordinated, statewide effort to encourage reduced energy consumption in such buildings is badly needed and should be administered equitably among the departments of state government; and

WHEREAS, the Division of Administration of the Office of the Governor is responsible for administering capital construction and maintenance of state-owned buildings and for the acquisitions of space in state-leased buildings;

NOW, THEREFORE, I, DAVID C. TREEN, Governor of the State of Louisiana, by authority of the powers vested in me by the Constitution and applicable statutes of Louisiana, do hereby order the following:

The Division of Administration shall be responsible for directing the review of energy utilization in state-owned and state-leased buildings, for the evaluation of energy conservation practices established within the state agencies, for directing the implementation of the energy conservation policy for the State of Louisiana; it shall establish and administer such guidelines as required to accomplish these objectives.

For the purposes of implementing reduction of energy use in all state buildings, all state department secretaries shall appoint one person to be responsible for energy conservation (preferably the Chief Operating Engineer in larger multiple occupancy buildings.) The department secretary will notify the Division of Administration of the responsible individual(s) name, mailing address, phone number and building(s) he is responsible for within 15 days of the date of this order.

All departments of state government shall provide information, and implement energy use reduction actions as directed by the Division of Administration.

The Division of Administration may enlist other departments to aid in implementing this directive and to aid in development of programs, and actions for legislative approval to further reduce energy use in state buildings both short-range and long-term.

The Division of Administration will conduct a statewide review of energy use and cost in state buildings. A consolidated annual report will be submitted to the Governor and to the Natural Resources Committees of the House and Senate.

IN WITNESS WHEREOF, I have hereunto set my hand officially and caused to be affixed the Great Seal of the State of Louisiana, at the Capitol, in the City of Baton Rouge, on this the 11th day of March, A.D., 1981.

David C. Treen  
Governor of Louisiana

## EXECUTIVE ORDER

### Executive Order DCT 81-3

WHEREAS, during my administration, Louisiana has significantly increased opportunities for women to participate in the political process; and

WHEREAS, increasing the representation and participation of women as cabinet members and members of boards and commissions has helped to accomplish that end; and

WHEREAS, there continues to be a need for a method to recommend qualified women for responsible positions; and

WHEREAS, the continuation of a Louisiana Task Force for the Talent Bank of Women would help to fill that need, and the staff of the Women's Advocacy Bureau is capable of maintaining and administering the files of the Talent Bank of Women; and

WHEREAS, the important work of the Task Force for the Talent Bank of Women fully deserves renewed emphasis and revitalization in order to continue to provide benefits to all Louisianians;

NOW, THEREFORE, I, DAVID C. TREEN, Governor of Louisiana, by virtue of the authority vested in me as Governor, pursuant to the Constitution and applicable statutes of the State of Louisiana, do order as follows:

The reauthorization and continuation of the Louisiana Task Force for the purpose of assisting in the development of identifying qualified women for responsible positions on boards and commissions.

The Task Force shall assist the Women's Advocacy Bureau in the work of Talent Bank of Women.

The Task Force shall secure information concerning needs and opportunities and shall organize meetings for the purpose of this program.

The Task Force shall be headed by a chairman, a coordinator and twenty members appointed by the Governor, and who will serve without pay or other compensation. The coordinator shall select a working staff to assist the Task Force in the performance of these duties.

The Task Force shall continue under its present bylaws and rules of procedures for its operations.

IN WITNESS WHEREOF, I have hereunto set my hand officially and caused to be affixed the Great Seal of the State of Louisiana, at the Capitol, in the City of Baton Rouge, on this the 19th day of March, A.D., 1981.

David C. Treen  
Governor of Louisiana

# Rules

## RULE

### Department of Agriculture Dairy Stabilization Board

On recommendation of the Louisiana Dairy Stabilization Board, the Commissioner of Agriculture has adopted the following rule:

"Meeting Competition and Price Discrimination"

Sellers of dairy products in commerce shall not discriminate in price or service against buyers or between territories.

Before any seller sells or contracts to sell any dairy products in commerce at prices or with services less than the seller's prevail-

ing price or less than the price or service exacted by said seller elsewhere in Louisiana for the purpose of meeting competition, said seller shall submit said price designed to meet competition to the Board before offering or granting same, or as soon as is possible.

Upon verification of the existence of the competition that the above referred to seller is desirous of meeting the Board shall issue an approval for meeting same.

C. James Gelpi  
Director-Attorney

**RULE**

**Department of Agriculture  
Fertilizer Commission**

The Louisiana Department of Agriculture, Fertilizer Commission, pursuant to the authority contained in LSA 3:1312 and in accordance with Notice of Intent published on March 20, 1981, adopted Rules and Regulations governing the administration of the fertilizer regulatory program at a public hearing held on April 7, 1981, at 10:00 a.m. at the State Capitol, Baton Rouge, Louisiana. They may be viewed at the office of Mr. Barby Carroll, Harry D. Wilson Building, 223 L.S.U., Corner of Highland and the South Stadium or at the Department of the State Register, 1500 Riverside North, Baton Rouge, Louisiana 70804.

Bob Odom  
Commissioner of Agriculture

**RULE**

**Department of Agriculture  
Seed Commission**

The Louisiana Department of Agriculture, Seed Commission, pursuant to the authority contained in LSA 3:1433 and in accordance with Notice of Intent published on March 20, 1981, has adopted the following Rules and Regulations at a public hearing held on April 8, 1981, at 10:00 a.m. in House Committee Room 5 of the State Capitol, Baton Rouge, Louisiana:

**Rules**

Section I of Regulation 1 was amended to read as follows:

“Application for certification of seed oats shall be made on or before July 15 of each year, on forms to be provided by the Department.”

\* \* \* \*

Section I of Regulation 2 was amended to read as follows:

“Application for certification of seed oats shall be made on or before July 15 of each year, on forms to be provided by the Department.”

\* \* \* \*

Section I of Regulation 10 was amended to read as follows:

“Application for certification of seed rice shall be made on or before July 15 of each year on forms to be provided by the Department.”

\* \* \* \*

Section I of Regulation 16 was amended to read as follows:

“Application for certification of wheat seed shall be made on or before April 15 of each year, on forms to be provided by the Department.”

Subsection C of Section I of Regulation 29 was amended to read as follows:

“C. “Lot” shall mean the permanent identity given to a certain quantity of seed entered for certification, which is uniform

in its quality and has been field inspected and found to meet the field standards for its class of certified seed.”

\* \* \* \*

Subsection A of Section IV of Regulation 29 was amended to read as follows:

“A. Before any seed sold as certified seed leaves the premises of the certified grower or processor of certified seed, each bag must be tagged and the lot numbers on the certified tags must conform to the lot numbers already marked on the bags.”

\* \* \* \*

Subsection A of Section VIII of the Rules and Regulations of the Seed Law was amended to read as follows:

“A. A grower of certified seed shall submit an application fee of \$10.00 per crop for the first variety, and an application fee of \$2.50 for each additional variety. A grower of certified seed shall pay a fee of \$100.00 for each crop kind application submitted after the filing date established in the applicable certified seed regulations for each crop kind.”

\* \* \* \*

Subsection C of Section VIII of the Rules and Regulations of the Seed Law was amended to read as follows:

C. A person shall pay for laboratory services as follows:

1. Laboratory fees - Certified Seed Per Sample

Germination	\$1.50
Purity	\$1.50

For uncleaned seed, the fee for germination is \$2.00 per sample. No purity analysis will be run on uncleaned seed at these rates.

2. Laboratory fees Per Sample

Service Seed (Small Seed)	
Germination	\$3.50
Purity	\$4.00

For each sample of a mixture of small seed, if it can be separated, the fee for germination is \$5.00 and for purity is \$6.00. No purity analysis will be run on uncleaned seed at these rates.

3. Laboratory fees - Per Sample

Service Seed (Large Seed)	
Germination	\$3.00
Purity	\$3.00

For each sample of a mixture of large seed, if it can be separated, the fee for germination is \$4.00 and for purity is \$4.00. No purity analysis will be run on uncleaned seed at these rates.

4. Vigor Tests Per Sample

Accelerated Aging	\$10.00
Tetrazolium	
Small Seed	\$8.00
Large Seed	\$6.00
Texas Cool Test	\$5.00
Cold Test	\$5.00

5. Laboratory fees - Special Requests for Purity Analysis on Uncleaned Seed, Either Certified or Service Seed: Fee per sample is double that rate for cleaned seed.

\* \* \* \*

Section VIII of the Rules and Regulations of the Seed Law was amended by adding thereto a new Subsection D, to read as follows:

“D. Collecting Service Seed Samples:

Upon request, service samples will be collected by authorized seed inspection personnel; however, said samples collected shall not exceed five per year for each individual, firm, or corporation.”

\* \* \* \*

Section VIII of the Rules and Regulations of the Seed Law was amended by adding thereto a new Subsection E, to read as follows:

"E. A grower of certified seed shall pay a fee of six cents per tag required for all certified seed sold by the grower."

\* \* \* \*

The Certified Seed Regulation Governing Certification of Seed Rice in Bulk, adopted by the Commission, on October 20, 1979, was repealed in its entirety.

Bob Odom  
Commissioner of Agriculture

**RULE**

**Department of Commerce  
Office of Financial Institutions**

Under authority granted by R.S. 6:902B, the Commissioner of Financial Institutions hereby amends the following sections of a rule pertaining to Renegotiable Rate Mortgages that was published on pages 720 and 721, Volume 6, Number 12, *Louisiana Register* dated December 20, 1980.

Rule

On December 20, 1980, the Commissioner of Financial Institutions published a rule on pages 720 and 721, Volume 6, Number 12, *Louisiana Register*, authorizing State Chartered Savings and Loan Associations to make, purchase, and participate in Renegotiable Rate Mortgage Instruments authorized Federal Associations by Federal Home Loan Bank Board Regulation 545.6-4a. On September 30, 1980 and December 4, 1980, the Federal Home Loan Bank Board amended certain sections of Regulation 545.6-4a, to read as follows:

545.6-4a - Renegotiable Rate Mortgage Instruments

(a) Authorization. \* \* \* \*

(b) Description. For purposes of this Section, a Renegotiable Rate Mortgage loan is a loan (1) issued for a term of three, four or five years and automatically renewable at equal intervals except as provided in Subparagraph (c)(1) of this section or (2) issued for a single term and providing for adjustment of the interest rate at intervals of three, four or five years except as provided in Subparagraph (c)(1) of this section. The loan must be repayable in equal monthly installments of principal and interest during the loan term or adjustment period in an amount at least sufficient to amortize a loan with the same principal and at the same interest rate over the remaining term of the mortgage. At renewal or adjustment, no change other than in the interest rate (and, correspondingly, in the monthly installment amount) may be made in the terms or conditions of the loan. Prepayment in full or in part of the loan balance secured by the mortgage may be made without penalty at any time after the beginning of the minimum notice period for the first renewal or adjustment, or at any earlier time specified in the loan contract.

\* \* \* \* \*

(e) If the loan is structured as a renewable, short term note, at least ninety and not more than one-hundred twenty days before the due date of the note, the association shall send written notification in the following form to the borrower:

Notice

The interest rate on your loan with \_\_\_\_\_ Federal Savings and Loan Association, secured by a (mortgage/deed of trust) on property located at \_\_\_\_\_ (address) \_\_\_\_\_, is scheduled to be adjusted on \* \* \* \* \*

(f) Application disclosure. \* \* \* \*

(As the borrower, you have the right to decline the lender's offer of renewal. If you decide not to renew, you will have to pay off the remaining balance of the mortgage. Even if you decide to

renew, you have the right to prepay the loan in part or in full without penalty at any time after the beginning of the notice period for the first renewal. To give you enough time to make this decision, the lender, at least ninety but not more than one-hundred twenty days before renewal, will send a notice stating the due date of the loan, the principal balance as of that date, the new interest rate and the monthly payment amount. If you elect not to pay the loan in full by the due date, the loan will be automatically renewed at the new rate. You will not have to pay any fees or charges at renewal time.) (As the borrower, you have the right to prepay the loan in part or in full without penalty at any time after the beginning of the notice period of the first interest rate adjustment. To give you enough time to make this decision, the lender, at least ninety but not more than one-hundred twenty days before interest rate adjustment, will send a notice stating the date of adjustment, the principal balance as of that date, the new interest rate and the monthly payment amount. If you elect not to pay the loan in full by the due date, the interest rate will be adjusted to the new rate. You will not have to pay any fees or charges at the time of interest rate adjustment.)

\* \* \* \* \*

This rule is intended to allow State Chartered Savings and Loan Associations to operate on an equal competitive basis with Federal Savings and Loan Associations.

The validity of Renegotiable Rate Mortgage Instruments under Louisiana Law has been affirmed by Attorney General Opinion No. 80-565 dated August 20, 1980.

Hunter O. Wagner, Jr.  
Commissioner of Financial Institutions

**RULE**

**Department of Commerce  
Office of Financial Institutions**

Under authority granted by R.S. 6:902 B, the Commissioner of Financial Institutions adopts the following rule for the purpose of providing a means by which state chartered savings and loan associations may have authority consistent with that granted federal associations by letter from Arthur W. Leibolk, Jr., general counsel, Federal Home Loan Bank Board, May 15, 1969; letter from Charles E. Allen, general counsel, Federal Home Loan Bank Board, November 4, 1975; and letter from Anne P. Jones, general counsel, Federal Home Loan Bank Board, November 15, 1978.

Proposed Rule

Notwithstanding the limitations imposed by R.S. 6:833 A, state chartered savings and loan associations may make "wrap-around mortgage loans" as defined below:

1. Definitions

For the purpose of this rule, a "wrap-around mortgage loan" is defined as a mortgage loan on property subject only to an existing first mortgage which, for economic reasons, the borrower cannot, or does not wish to prepay; with the "wrap-around" new mortgage to be in an amount equal to the outstanding balance on the existing first mortgage loan plus the amount to be loaned by the new lender; with monthly payments to the new lender to be in the total an amount required to liquidate both loans; with the new lender transmitting the portion required on the first loan; and with the new lending association establishing an asset account consisting of the amount of the balance on the first lien account and concurrently a liability account descriptive of the first lien obligation. (Attorney General Opinion 80-734).

## II. Accounting

The mortgage document should be written for the amount of the outstanding balance of the first lien plus the additional funds to be loaned to the borrower. This amount is set-up as a note receivable and cash would be credited by the amount of funds disbursed to the borrower. On the liability side of the ledger a note payable is established in the amount of the first lien. For example:

Tom Smith is purchasing a home carrying an assumable mortgage of \$40,000 with a remaining term of 20 years; rate 11.0 percent and payments of \$412.71. Tom requires an additional \$10,000 to purchase the home. You approve a \$50,000 wrap-around mortgage for 20 years with payments of \$526.33 at a combined rate of 11.3 percent. The balance sheet for this loan origination follows:

ASSETS		LIABILITIES	
Note receivable	\$50,000	Note payable (XYZ S&L)	\$40,000
Cash	(10,000)		
Total assets	\$40,000	Total liabilities	\$40,000

When Tom Smith's first monthly payment of \$526.33 is received, you apply the principal and interest against his indebtedness, and then forward the payment (needed to amortize the loan over its remaining term) of \$412.71 to XYZ Savings and Loan. The entry would be as follows:

ASSETS		LIABILITIES & CAPITAL	
Step 1			
Cash received	\$526.33	Interest income	\$470.83
Note receivable	(\$55.50)		
Step 2			
Cash	(\$412.71)	Note payable	
		(XYZ S&L)	(\$46.06)
		Interest payable	
		(XYZ S & L)	(\$366.65)

## III. Pre-payment penalty provisions

The question of how to handle the prepayment penalty provisions of the first lien has been answered by the General Counsel of the Federal Home Loan Bank Board, which stated that prepayment penalties, like foreclosure expenses, may be treated as part of the borrower's liability on the note secured by the wrap-around lien. Thus, for the purpose of wrap-around loans, it is not necessary to account for the prepayment penalties in advance.

## IV. Loan to value ratios

The loan to value ratio on residential and non-residential real estate loans presently authorized by each state chartered savings and loan association's approved lending plan will apply to "wrap-around mortgage loans."

## V. Certificate of title

The certificate of title by the association's attorney should describe the "wrap-around mortgage" as according "an inchoate first lien." (Attorney General Opinion No. 80-734)

## VI. Form Note and mortgage

Following is a sample note and mortgage that may be used in making "wrap-around mortgage" loans. These samples have been approved as to form and legality by Attorney General Opinion No. 80-734A.

NOTE

PARISH OF \_\_\_\_\_

US \$ \_\_\_\_\_

STATE OF LOUISIANA

\_\_\_\_\_  
(DATE)

FOR VALUE RECEIVED, the undersigned ("Borrower", whether one or more) promise to pay to \_\_\_\_\_, or order, the principal sum of \_\_\_\_\_ DOLLARS, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of \_\_\_\_\_ percent per annum. Principal and interest shall be payable at \_\_\_\_\_ or such other place as the Note holder may designate, in consecutive monthly installments of \_\_\_\_\_ DOLLARS (US\$ \_\_\_\_\_), on the \_\_\_\_\_ day of each month, beginning \_\_\_\_\_, 19\_\_\_\_. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on \_\_\_\_\_.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than ten days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, attorney's fees of \_\_\_\_\_ percent of the sums due hereunder.

Borrower shall pay to the Note holder a late charge of \_\_\_\_\_ percent of any monthly installment not received by the Note holder within \_\_\_\_\_ days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing. If, within five years from the date of this Note, Borrower make(s) any prepayments in any twelve-month period beginning with the date of this Note or anniversary dates thereof ("loan year") with money lent to Borrower by a lender other than the Note holder, Borrower shall pay the Note holder (a) during each of the first three loan years \_\_\_\_\_ percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note and (b) during the fourth and fifth loan years \_\_\_\_\_ percent of the amount by which the sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this Note.

The total principal amount of this Note includes the unpaid balance of principal and interest in the sum of \$ \_\_\_\_\_ of one certain promissory note dated \_\_\_\_\_ in the original principal amount of \$ \_\_\_\_\_, made and executed by \_\_\_\_\_, to the order of \_\_\_\_\_ ("Included Note"), which Included Note is paraphed for identification with and secured by an act of mortgage of even date before \_\_\_\_\_, Notary Public, recorded in MOB \_\_\_\_\_, folio \_\_\_\_\_ of the mortgage

records of \_\_\_\_\_ Parish, Louisiana ("Included Mortgage"), which Included Mortgage is prior and superior to the Mortgage-securing this Note. So long as Borrower is not in default in the payment of principal and interest due hereunder, the holder of this Note shall pay, when due, the installments of principal and interest under the Included Note.

Nothing herein or in the Mortgage securing this Note shall be construed as an assumption by Maker of the Included Note.

Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated \_\_\_\_\_ and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Property Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Execute Original Only)

"NE VARIETUR" for identification with an act of mortgage passed this day before me, Notary.

\_\_\_\_\_, La. \_\_\_\_\_, 19\_\_

\_\_\_\_\_  
NOTARY PUBLIC

MORTGAGE

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_ before me, \_\_\_\_\_, a Notary Public in and for the Parish of \_\_\_\_\_, State of Louisiana, and in the presence of the undersigned witnesses, appeared \_\_\_\_\_ (herein "Borrower"), a person(s) of the full age of majority and a resident(s) of said Parish and State, whose permanent mailing address is the Property Address stated below, who declared and acknowledged that Borrower is indebted to \_\_\_\_\_, a corporation organized and existing under the laws of \_\_\_\_\_ and whose permanent mailing address is \_\_\_\_\_ (herein "Lender"), in the principal sum of \_\_\_\_\_ DOLLARS, with interest on the outstanding principal balance at the rate of \_\_\_\_\_ percent per annum which indebtedness is evidenced by Borrower's note dated of even date herewith paraphed "Ne Varietur" by me, Notary, for identification herewith and delivered to Lender (herein "Note"), which Note provides for monthly installments of \_\_\_\_\_ Dollars of principal and interest payable on the \_\_\_\_\_ day of each month, beginning \_\_\_\_\_, 19\_\_\_\_, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage and hypothecate to Lender the following described property located in the Parish of \_\_\_\_\_, State of Louisiana:

which has the address of \_\_\_\_\_ (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property"

Borrower covenants that Borrower is lawfully seized of the estate hereby mortgaged and has the right to mortgage and hypothecate the Property, that the Property is unencumbered, other than by that certain act of mortgage granted by \_\_\_\_\_ in favor of \_\_\_\_\_ by act before \_\_\_\_\_, Notary Public, dated \_\_\_\_\_ and recorded in MOB \_\_\_\_\_ Folio \_\_\_\_\_ of the Mortgage records of \_\_\_\_\_ Parish, Louisiana, (herein "Included Mortgage") to secure the promissory note of \_\_\_\_\_ dated \_\_\_\_\_ in the original principal amount of \$ \_\_\_\_\_ to the order of \_\_\_\_\_ (herein "Included Note") to which reference is made and provision for the satisfaction of which are established hereafter, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and, unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise

acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. INCLUDED NOTE AND INCLUDED MORTGAGE. Included as a part of the principal balance due on the Note is the unpaid balance of principal and interest in the sum of \$ \_\_\_\_\_ due \_\_\_\_\_ (herein "Prior Mortgage"), the present holder of the Included Note, on the Included Note, which Included Note is secured by the Included Mortgage, which Included Mortgage is prior and superior to this Mortgage, but without there being any expressed or implied assumption of the Included Mortgage and the Included Note which it secures.

Borrower agrees to perform, observe and abide by all terms and conditions of the Included Mortgage and the Included Note, other than (i) the fixed payment of principal and interest upon the Included Note (which fixed payments are included in the payments required to be made to Lender by Borrower under the Note), and (ii) payment of deposits equivalent to the Funds referred to in paragraph 2 hereof, which payments are to be made to Lender as provided herein.

So long as Borrower is not in default in the payment of principal and interest under the Note as provided in paragraph 1, makes payment to Lender of all Funds required in paragraph 2 hereof and has not failed to cure the breach of any of Borrower's other covenants or agreements in this Mortgage after compliance by Lender with its duties under paragraph 18, then Lender shall pay, when due, the installments of principal and interest due under the Included Note together with all other Funds due thereon.

Should Lender fail, having timely received funds therefor, to pay any installment or principal and interest on funds due on the Included Note, Borrower may pay such installment or Funds directly to the Prior Mortgagee and the amount thereof shall be credited to the next following installment due under the Note.

Lender may, at any time and at its option, prepay all or any portion of the balance due on the Included Note, subject to the terms and conditions of the Included Mortgage, and thereby be subrogated unto all the rights of the Prior Mortgage under the Included Note and the Included Mortgage.

To the fullest extent that may be required or permitted by any applicable law, statute or regulation, or by the provisions of the Included Note and Included Mortgage or by the Prior Mortgagee, Borrower does hereby authorize and direct Prior Mortgagee (i) to receive from Lender all payments made by Lender on account of the Included Note and the Included Mortgage, (ii) to disclose to Lender upon its request all credit information concerning Borrower and the current status of the Included Note and Included Mortgage, (iii) to deliver to Lender, contemporaneously with delivery to Borrower, copies of all notices to which Borrower as owner of the Property may be entitled under the Included Note and Included Mortgage, and (iv) to accept performance and/or satisfaction by Lender of each and every obligation and duty incumbent upon the original maker of the Included Note and grantor of the Included Mortgage.

None of the foregoing shall be deemed to constitute any assumption by Lender of any obligation under the Included Note or the Included Mortgage in favor of the Prior Mortgagee or any other party or to impose upon Lender any duty or obligation unto Borrower other than to transmit to the Prior Mortgagee, in a timely manner, all installments of principal and interest and payments or deposits of Funds due under the Included Note and Included Mortgage for which Lender shall have received timely payment from Borrower.

4. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest and principal payable on the Included Note, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

5. CHARGES; LIENS. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof, or, if not paid in such manner, by borrower making payment when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and, in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, except the Included Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in such legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

6. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards, included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the total sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender and the Prior Mortgagee; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender and to the Prior Mortgagee. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of said premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied as required by the Prior Mortgage under the Included Mortgage; and if the Prior Mortgage requires no specific application of all or part of the proceeds, then, unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized, subject to the rights of the Prior Mortgagee, to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof, or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all rights, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

7. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of

any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, by-laws and regulations of the condominium or planned unit development and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

8. PROTECTION OF LENDER'S SECURITY. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Borrower shall be required to pay to Lender an amount (the "Prior Mortgage Insurance Premium") equal to the premium for all mortgage insurance required under the Included Mortgage and not previously paid by former owners of the Property. In addition, Borrower shall maintain such additional private mortgage insurance, insuring payment of the Note, as Lender shall require. Borrower shall pay the premiums for such additional private mortgage insurance and shall pay the Prior Mortgage Insurance Premium in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder.

9. INSPECTION. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

10. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the rights of the Prior Mortgagee.

In the event of a total taking of the Property, the proceeds, subject to the rights of the Prior Mortgagee under the Included Mortgage shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If there is a partial taking of the Property, the proceeds shall be applied as required by the Prior Mortgagee under the Included Mortgage; and, with regard to any excess of such proceeds, there shall be applied to the sums secured by this Mortgage such proportion of the excess as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the excess, if any, paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

11. BORROWER NOT RELEASED. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

12. FOREBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

15. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address as stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

Borrower and Lender agree to send promptly to each other, all notices received by them from the Prior Mortgagee.

16. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

17. TRANSFER OF PROPERTY; ASSUMPTION. If all or any part of the Property or an interest therein is sold, transferred or conveyed by Borrower without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 15 hereof. Such notice shall provide a period of not less than 10 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 13 hereof.

18. ACCELERATION; REMEDIES. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, and to comply with all

the terms and conditions of the Included Note and the Included Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 15 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may cause the Property to be seized and sold under either ordinary or executory process, with or without appraisal, to the highest bidder for cash. Borrower hereby confesses judgment in favor of Lender and any future holder of the Note in the full amount of all sums secured by this Mortgage, including, but not limited to, attorney's fees of \_\_\_\_\_% of the sums due under the Note.

19. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) acceleration of the sums due on the Included Note by the Prior Mortgagee, unless such acceleration shall be due solely on account of the failure of Lender to remit to the Prior Mortgagee any sums due on the Included Note or under the Included Mortgage which were timely received by Lender from Borrower; or (ii) entry of a judgment by a Court enforcing this Mortgage or (iii) issuance of a writ of seizure and sale pursuant to court order if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof, or abandonment of the Property, Lender in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to the payment of the costs of management of the property and collection of rents including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. FUTURE ADVANCES. Lender may make advances to protect the security of this Mortgage pursuant to paragraph 8 hereof and, in addition, if this is a Vendor's Lien Mortgage, Lender may at Lender's option prior to release of this Mortgage and upon the request of Borrower, make Future Advances to Borrower. Such advances and Future Advances with interest thereon at the rate of \_\_\_\_\_ percent per annum shall be secured by this Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, including advances pursuant to paragraph 8 hereof and Future Advances made pursuant to this paragraph, if any, exceed the original amount of the note plus US\$\_\_\_\_\_.

22. RELEASE. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. VENDOR'S LIEN MORTGAGE. If Lender is a savings and loan association, the Note and other sums secured by this Mortgage shall be secured by a vendor's lien and privilege on and against the Property pursuant to the provisions of Louisiana Revised Statutes, Title 6, Section 833.

24. REASONABLE ATTORNEY'S FEES. "Reasonable attorney's fees" as used in paragraphs 8, 19 and 20 of this Mortgage shall mean a fee of \_\_\_\_\_% of all sums due under the Note.

25. WAIVER OF HOMESTEAD. Borrower and Borrower's spouse, if any, hereby waive all right of homestead exemption in the Property.

26. MORTGAGE AND CONVEYANCE CERTIFICATES. The production of Mortgage and Conveyance Certificates is waived by Lender and Borrower, who release me, Notary, from all liability for non-production.

27. LATE CHARGE. Borrower shall pay to Lender a late charge of \_\_\_\_\_ percent of any monthly installment of principal and interest as provided in the Note not received by Lender within \_\_\_\_\_ days after such installment is due.

28. MARITAL STATUS OF BORROWER. The marital status of Borrower is:

THUS DONE AND PASSED, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, qualified in said State and Parish, and in the presence of \_\_\_\_\_, the undersigned witnesses, who have signed with Lender, Borrower and me, the said Notary, after due reading of the whole.

WITNESSES:

\_\_\_\_\_  
Borrower  
\_\_\_\_\_  
Borrower

LENDER:

BY: \_\_\_\_\_ NOTARY PUBLIC

Hunter O. Wagner, Jr.  
Commissioner of  
Financial Affairs

## RULE

### Department of Corrections Adult and Juvenile Services

#### Attorney Visits - Adult and Juvenile Institutions

1. **PURPOSE:** To provide uniform procedures for the approval and conduct of visits by attorneys to inmates and students.
2. **RESPONSIBILITY:** It is the responsibility of the Assistant Secretaries for Adult and Juvenile Services and of all Wardens and Superintendents to implement this regulation and to convey its contents to all inmates, affected employees and attorneys seeking to visit.
3. **PROCEDURES:**
  - (A) **Scheduling**

Visits by attorneys, their paralegal assistants and law students must be scheduled through the institution at least 24 hours in advance. This may be done by phone unless the law student or paralegal will not be accompanied by the attorney. In such cases, the employing or supervising attorney must make a written request prior to the first visit by the law student or paralegal to the inmate(s). Thereafter, as long as the paralegal or law student continues in the employ or under the supervision of the same attorney, visits may be approved by phone.
  - (B) **Time of Visits**

Visits by attorneys, paralegals and law students must normally take place during regular business hours (Monday thru Friday from 8:00 a.m. to 4:30 p.m.).
  - (C) **Exceptions**

The Warden or Superintendent may approve special visits not in conformity with Paragraphs A and B, above, when unusual circumstances warrant.
4. **LIMITATIONS ON VISITS:**
  - (A) **Number of Inmates**

Normally, no more than 10 inmates/students may be seen at any one time; nor more than 20 on any one day. Further limitations may be imposed by the Warden or Superintendent if valid reasons exist. The department's legal staff must be advised of any such limitations.
  - (B) **Number of Attorneys**

Normally, no more than two persons (attorneys, paralegals or law students or any combination thereof) may see an inmate on any one day. Exceptions may be approved for good cause by the Warden or Superintendent.
5. **GENERAL**
  - (A) Inmates/students may refuse to see any attorney, but such refusal should be placed in writing and signed by the inmate/student.
  - (B) A log shall be maintained of all visits by attorneys, paralegals and law students.
  - (C) Visits may be visually observed, but conversation between inmates and counsel shall not, under any circumstances, be monitored.
  - (D) Attorneys, paralegals and law students are subject to the same procedures regarding searches as are all other visitors.
6. **EXCEPTION:** Nothing contained in this regulation shall apply to attorneys representing the State, the Department, or the institution.
7. **CANCELLATION:** This regulation supercedes Subsection 5(D) (3) of D.R. 30-19A which is hereby cancelled effective April 20, 1981.

C. Paul Phelps  
Secretary of Corrections.

## RULE

### Department of Corrections

#### Death Penalty

1. **PURPOSE:** The purpose of this regulation is to set forth the procedures for the execution of the death penalty.
2. **RESPONSIBILITY:** The Assistant Secretary for Adult Services and the Wardens of Louisiana State Penitentiary and Louisiana Correctional Institute for Women are responsible for ensuring implementation of this regulation.
3. **LEGAL AUTHORITY:** La. R.S. 15:567 - 15:571; *Garrett v. Estelle*, 556 F.2d 1274 (5th Cir., 1977).
4. **INCARCERATION PRIOR TO EXECUTION:** Male inmates sentenced to death shall be incarcerated at Louisiana State Penitentiary at Angola, Louisiana. Female inmates sentenced to death shall be incarcerated at Louisiana Correctional Institute for Women at St. Gabriel, Louisiana. Until the time for execution, the Warden shall incarcerate the offender in a manner affording maximum protection to the general public, the employees of the Department, and the security of the institution.
5. **VISITS:** Inmates sentenced to death shall be afforded the same visiting privileges as other inmates in the same institution. In addition, during the final 72 hours before the scheduled execution, the Warden will approve special visits for the following:
  - (a) Clergy
  - (b) Family member(s) and friend(s) on approved visiting list
  - (c) AttorneyExcept for a priest, minister, religious advisor, or attorney, visits will terminate by 6:00 p.m. on the day immediately prior to the execution date.
6. **MEDIA ACCESS:** Properly credential reporters may contact the Office of the Warden to schedule interviews. If the inmate and, if represented by counsel, his attorney consent, the Warden shall schedule the interview for a time convenient to the institution.

Should the demand for interviews be great, the Warden may set a day and time each week for all interviews to be conducted and may specify whether interviews will be done individually or in "press conference" fashion.
7. **PRE-EXECUTION ACTIVITIES:**
  - (A) The Warden shall select any appropriate area to serve as a press room and for any mobile press units. Press representatives, except those selected as witnesses, will not be permitted in other areas of the penitentiary from 8:00 a.m. on the day preceding the execution until such time after the execution as the Warden deems appropriate.
  - (B) The execution room shall be off-limits to unauthorized inmates and employees from 8:00 a.m. on the day of the execution until such time after the execution as the Warden deems appropriate. The execution room shall also be off-limits to the public and press from 15 days before the execution until such time after the execution as the Warden deems appropriate.
  - (C) All persons selected as witnesses will sign copies of the witness agreement prior to being transported to the execution room.
8. **EXECUTION:**
  - (A) **Time and Place:** The execution shall take place at Louisiana State Penitentiary, Angola, Louisiana, between 12 midnight and 1:00 a.m., barring unforeseen delays. In no event may the execution be conducted after 3:00 a.m. (R.S. 15:569.1).

At 11:45 p.m., the witnesses shall be escorted to the execution.

(B) Witnesses:

(1) The following are the only persons, other than the condemned, who will be admitted to the execution room during the execution:

\* (a) The Warden of Louisiana State Penitentiary or his designee

\* (b) The coroner of West Feliciana Parish or his deputy

\* (c) A physician chosen by the Warden

\* (d) The operator of the electric chair

\* These and no less than five additional witnesses are required, by law, to be present. (R.S. 15:570).

(e) A priest or minister, or religious advisor, if the inmate so requests

(f) Three members of the news media, as follows: One Louisiana representative designated by the Associated Press and one Louisiana representative designated by the United Press International and one representative selected by lot from all other Louisiana media persons requesting to be present. Those so designated must agree to act as pool reporters for the remainder of the media represent and meet with all media representatives present immediately after the execution.

(g) A minimum of two and a maximum of four additional witnesses selected by the Secretary of the Department of Corrections from person who, in the Secretary's discretion, have a legitimate interest.

(2) All witnesses must be residents of the State of Louisiana over 18 years of age and all must agree to sign the report of the execution. (R.S. 15:570-571).

(3) No cameras or recording devices, either audio or video, will be permitted in the execution room. (R.S. 15:569).

(C) All arrangements for carrying out the execution shall be completed by 12 midnight. At that time, the Warden shall order the inmate brought into the execution room. He shall then allow the inmate to make any last statement he may have. Upon completion of the statement, the Warden shall order the operator of the electric chair to proceed with the execution.

(D) The operator of the electric chair will then pass through the body of the inmate electricity of sufficient intensity and duration to cause death swiftly.

(E) At the conclusion of the execution, the coroner or his deputy shall pronounce the inmate dead. The inmate shall then be immediately taken to a waiting ambulance for transportation to a place designated by the next of kin or in accordance with other arrangements made prior to the execution.

(F) The Warden will then make a written report reciting the manner and date of the execution. The Warden and all of the witnesses shall sign the report and it shall be filed with the Clerk of Court in the parish where the sentence was originally imposed.

(G) No employee, including employee witnesses to the execution, except the Warden or his designated representative, shall communicate with the press regarding any aspect of the execution, except as required by law.

9. CANCELLATION: Department Regulation 10-25 of February 11, 1980, is hereby regarded superceded effective April 6, 1981.

C. Paul Phelps  
Secretary of Corrections.

Agreement by Witness to  
Execution

I, \_\_\_\_\_, a person of full age and majority, and a citizen of the State of Louisiana, hereby agree to the following conditions precedent to begin a witness to the execution of a sentence of death by electrocution at Louisiana State Penitentiary, Angola, Louisiana:

1. I agree that my presence at the execution is voluntary.
2. I agree to sign the report of the execution as required by law.
3. I agree to comply with all rules and regulations of the Department of Corrections, and the Louisiana State Penitentiary during the course of the proceedings leading up to, during, and after the completion of the execution.
4. I agree that I will not electronically record or photograph any activities while I am present in the execution room.
5. I agree to submit to a search of my person before and after the execution if requested to do so by the Warden of Louisiana State Penitentiary.
6. If I am a member of the press selected as a witness to the execution, I agree to act as a pool reporter for the media representatives not present at the execution, and I agree to meet with all media representatives present at the penitentiary immediately after the execution.
7. If I am an employee of the Department of Corrections, I agree that I will make no public statements about the execution itself, without prior approval of the Warden of Louisiana State Penitentiary.

I have read the above agreement, understand it, and have signed it in the presence of the listed witnesses on 1981, at Louisiana State Penitentiary, Angola, Louisiana.

Witnesses To

Signature:

\_\_\_\_\_

\_\_\_\_\_

Selected Witness to  
Execution

## RULE

### Department of Education Educational Television Authority

Policy on Compensation to Public Broadcasting Stations Not Licensed to the Louisiana Educational Television Authority

WHEREAS the Louisiana Educational Television Authority is created for the purpose of making the benefits of educational and public television and radio available to and promoting their use by the inhabitants of Louisiana, and

WHEREAS the Authority seeks to maximize these benefits by cooperating with all public television and radio stations in the state which are not licensed to the Authority, and

WHEREAS the Authority subscribes to the underlying principle that public broadcasting should operate from a diverse financial base including federal, state, local government, corporate, and private sources, and

WHEREAS the Congress has recognized this principle by making annual appropriations to the Corporation for Public Broadcasting for distribution as Community Service Grants to public broadcasting stations based on their pro rata share of aggregate non-federal revenues earned by the stations; and

WHEREAS this incentive-based program strengthens the principle of diversity in funding, and a similar grant program at the state level would be consistent with Congressional intent,

NOW, THEREFORE, BE IT RESOLVED THAT the Louisiana Educational Television Authority proposes to adopt the

## RULE

### Office of the Governor Division of Administration Office of Contractual Review

#### Regulations for the Procurement of Professional, Personal, and Consulting Services

following Policy and Procedure for requesting and distributing funds for the support of public broadcasting stations for which it is not the licensee.

1. The Louisiana Educational Television Authority shall include in its Annual Operating Budget Request the larger of either:

(a) an amount equal to twenty-five percent of the non-state revenues reported in the most recent annual audited financial statement of each station (or other financial statements generally recognized as authoritative), or

(b) an amount equal to the prior year's grant from the Authority increased proportionate to the average increase in the consumer price index of the U.S. Department of Labor's Bureau of Labor Statistics for the twelve month period ending September 30 immediately preceding the submission of the Authority's Annual Operating Budget Request.

2. In the event the Legislature appropriates an amount different from that requested, each station included in the Authority's Operating Budget Request shall share the actual appropriation in proportion to its share of the original request.

3. Funds distributed under this Policy shall not be used by the recipient for Fund-raising Expenses or General and Administrative Expenses as defined by the Corporation for Public Broadcasting, and shall not be reported to the Corporation for Public Broadcasting as non-duplicated, non-federal income for the purpose of establishing qualifying income for calculating a recipient's future Community Service Grant.

4. A station receiving funds under this Policy shall credit the Louisiana Educational Television Authority in the same manner as it would credit a corporate, foundation, or private underwriter when Authority funds are used for program acquisition, production or advertising.

5. A station receiving funds under this Policy shall, upon request, provide its annual audited financial statement to the Authority, and shall provide such other supporting records or information as may be requested by the Authority or the Legislative Auditor of the State of Louisiana.

6. A station receiving funds under this Policy must separately identify said funds by assigning a separate account classification which must be maintained to accumulate and identify every expenditure of Authority funds made by the recipient.

This amount should reflect the expense or budget category charged (i.e., acquisition, production and related costs, advertising, etc.), payee, reference or document number and date, check number and date, and the amount charged to Authority funds. If a recipient's existing automated accounting system cannot provide this required subsidiary ledger, then one will have to be maintained manually.

7. A station receiving funds under this Policy shall inform the Authority of and, upon request, make available to the Authority for statewide broadcast any program produced by the station, and, conversely, any program produced by the Authority shall be upon request, made available for broadcast by a recipient of funds hereunder, provided, however, that no availability is required from either party where such broadcast is inconsistent with the rights of the program.

8. Prior to inclusion in the Authority's Annual Operating Budget Request, an official of a station to be included shall sign a Memorandum of Agreement signifying concurrence with the amount to be requested, understanding of the provisions of this Policy, and a commitment not to undertake unilateral legislative activity without the prior knowledge of the Authority.

A. Fred Frey  
Executive Director

The Office of the Governor, Division of Administration, Contractual Review Section, hereby gives notice of the adoption of rules and regulations for the procurement of professional, personal and consulting services. These regulations are identical to those published in the March 20, 1981 Louisiana Register.

#### I

##### Delegation of Authority

The Director of Contractual Review may delegate in writing certain responsibilities set forth herein; however, he shall review any actions taken by his designee.

#### II

##### Contract for \$1,000 or Less

A. The Director of the Office of Contractual Review may, in accordance with R.S. 39:149B(3) and 1508, delegate to other state agencies certain responsibilities in the review and approval process of professional, personal and consulting service contracts, to specifically include contracts of professional, personal and consulting services under one thousand dollars. Such delegations of authority may be made upon written request by the head of the using agency and shall be provided for in a written memorandum of agreement between the Office of Contractual Review and each agency receiving such a delegation. All provisions of law and of these regulations not delegated remain applicable. Upon execution of a Memorandum of Agreement as herein provided, such delegation of authority shall remain in full force and effect until cancelled, in writing, by the Office of Contractual Review.

B. A contract meeting the definition of "small purchase" under R.S. 39:1508 shall be approved by the agency director without the necessity of forwarding a copy to the Office of Contractual Review. The agency shall maintain a file for all small purchase contracts. This file shall be available for inspection by the Director of the Office of Contractual Review or his designee upon request.

C. The agency shall submit a quarterly report to the Office of Contractual Review. This report shall contain a listing of all small contracts to include: name of contractor, amount of contract, nature of services rendered, date of contract, and total dollar amount of all small contracts entered into by the agency for that quarter. If no contracts have been entered into during this period, a report shall still be submitted notifying the Office of Contractual Review of same.

#### III

##### Source Selection Methods

Since professional, personal, and consulting services contracts less than \$75,000 may be awarded without competitive negotiation, this part shall be applicable to consulting services contracts in excess of \$75,000.

A. Emergency Purchases. An emergency situation must be determined in writing by the Director of Contractual Review or his designee. The agency which requests an emergency procurement must indicate in writing the basis of the emergency.

B. Sole Source Procurement. A determination in writing, supported by agency documentation, must be made by the Director of Contractual Review or his designee that only one source exists for the services requested by the agency. If such determination is made Request for Proposals may be dispensed with.

*La. Register 4-20-81*

C. Record. A record of emergency procurements and Sole Source Procurements shall be maintained by the Office of Contractual Review, and shall contain:

1. Contractor's name
2. The amount of contract
3. Services to be rendered
4. Reason for the emergency or sole source procurement

#### IV

#### Request for Proposals

A. Prequalification of Offerers. An Agency which intends to issue a Request for Proposal (RFP), must request the Prequalified Offerers list, as described below, prior to issuing an RFP. It shall be the intent of this section to require an agency to forward a request for proposals to those businesses on said list who offer the services requested in the RFP.

1. The Office of Contractual Review will prepare and maintain a prequalified list of offerers to be used in the request for proposal procedure as provided for in R.S. 39:1506.

2. Potential contractors who are interested in being placed on this list must submit a statement of qualifications to the Office of Contractual Review. This statement must describe the potential contractor's current qualifications by subject area to include key personnel currently employed or associated, accompanied by a resume of each. Additionally, a list should be provided describing previous work done (by subject area), with whom (governmental agency or private business) and the names of contact persons for each client listed.

3. Each statement of qualifications should have attached to it a financial statement or other representation of financial solvency.

4. Finally, any other current information or material which would further describe a potential contractor's qualifications will be accepted.

B. Advertisements. Written notices shall contain a general description of the consulting services desired and state the name and address of agency desiring to contract for consulting services; where and how the Request for Proposal may be obtained and where proposals are to be sent; in the event of a proposer's conference, the date, time and place it will be held; the date and time not later than which proposals must be received; and the date, time, and place that a proposal will be accepted.

C. Questions to be received from potential contractors must be in writing and all responding answers must be provided to all potential contractors participating in the selection process. A proposer's conference may be provided in lieu of the above question-and-answer process. However, copies of the proceedings shall be made available to all those who are participating in the selection process.

D. Written or oral discussions shall be conducted with all responsible offerers who submit proposals determined in writing to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerers. Discussions need not be conducted:

(1) With respect to prices, where such prices are fixed by law or regulation, except that consideration shall be given to competitive terms and conditions; or

(2) Where time of delivery or performance will not permit discussions, or

(3) Where it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience with that particular service that acceptance of an initial offer without discussion would result in fair and reasonable prices, and the Request for Proposals notifies all offerers of the possibility that award may be made on the basis of the initial offers.

E. Supplemental and in addition to the requirements of R.S. 39:1503(B), a Request for Proposals must:

1. Specifically define the task and desired results of project;

2. Identify agency liaison personnel and what resources are available to the consultant, both in preliminary studies and the project itself;

3. State approximately when the consultant can begin the study, plus an estimate of the time necessary to accomplish the work;

4. Specify applicable procedures concerning billing, documentation requirements, progress reports, and final reports;

5. Specify that a minimum of two copies of the proposal be submitted; and

6. Inform the potential contractors of the criteria and the selection methodology and weight (if weighting is used) which will be applied to each significant evaluation criteria to be used in evaluating the proposals' responsiveness to the RFP.

F. Require potential contractors to include the following information in their proposals:

1. A description of the consultant firm's qualifications to include a specific list of personnel to be used in this project and their qualifications (at least list the number and the qualifications of each position). However, a resume will be required on each of the key personnel. Additionally, consultant must stipulate that these personnel will not be removed from the contract without prior approval of the using agency.

2. A list of the agencies, with names and contact persons, for whom similar work has been done.

3. The length of time needed for the project, broken down by phases, if phasing is necessary.

4. The proposed methodology for accomplishing the project with a precise statement of what the State will receive as an end product of the project (this is sometimes referred to as the technical section of the proposal).

5. An itemized cost statement showing various classes of man-hours at appropriate rate, delineated by phase, if phasing is used. Also included should be an itemized listing of all other expenses or fees that are expected to be paid by the State and a complete breakdown of consultant overhead rate.

G. The final selection of a contractor shall be made by the using agency in accordance with the selection criteria established in the RFP. However, no contract can be awarded until final approval of the selection has been granted by the Director of the Office of Contractual Review. When a final selection has been made by the using agency, the contract file containing that information outlined in sections A through F, and the proposed contract, along with a selection memorandum justifying the final selection shall be sent to the Office of Contractual Review for final concurrence (R.S. 39:1503C).

H. No contract shall be valid, nor shall the State be bound by the contract, until it has first been executed by the head of the using agency which is a party to the contract, and the contractor, and has been approved in writing by the Director of the Office of Contractual Review (R.S. 39:1502).

I. Right to Protest. Any Contractor who is aggrieved in connection with the request for proposal or award may protest to the head of the agency issuing the proposal, at which time the agency shall notify the Office of Contractual Review that a protest has been lodged. Said protest shall be in writing and state fully the reason for the protest. A protest of a solicitation must be filed at least two weeks prior to the date for receipt of proposals. Protest with respect to an award shall be submitted within fourteen days after the award has been announced.

J. Stay of Award during protest. If a person protests the proposal, then an award can not be made until said protest is resolved. If a person protests an award, then work on the contract can not be commenced until it is resolved administratively.

K. Decision. The head of the agency must notify the protesting party within ten days after receipt of said protest whether or not the protest is denied or granted. If granted as to the proposal the request for proposal may be amended if possible or cancelled and reissued. If the protest is granted as to the award then the contract will be voided and the remaining proposals may be re-evaluated for another selection. If another selection can not be made or if it appears to be in the best interest of the state, a new request for proposal should be issued.

L. Appeal. If an aggrieved party is not satisfied with the agency's decision, then that party may appeal said decision in writing to the Commissioner of Administration. The protesting party should fully explain the basis of his appeal. The Commissioner then must render a decision in writing within ten days of receipt of the appeal. The Commissioner's decision is final and an aggrieved party must bring judicial action within six months from receipt of said decision; but, an agency may proceed with an award after the Commissioner so decides.

M. Delays. The delays provided for in this part may be extended only with the concurrence of all parties involved.

#### V

##### Confidentiality of Technical Data of Trade Secrets

The using agency shall be responsible for protecting technical data, financial information, overhead rates, and trade secrets which may come into their possession from individuals and businesses doing business with the state. If the Office of Contractual Review should request this information in the review process said information will be returned to the using agency upon completion of said review.

#### VI

##### Multi-Year Contracts

All contracts in excess of one year shall be submitted to the Office of Contractual Review with written reasons why a multi-year contract is needed. Justification of multi-year contracts shall be submitted in accordance with R.S. 39: 1514 in compliance with the Delegation of Authority from the Commissioner of Administration.

#### VII

##### Definitions and Classes of Contractual Services

The following services shall be contracted out in accordance with these regulations:

A. Personal Service. Means work rendered by an independent contractor which requires the use of creative or artistic skills, such as, but not limited to, graphic artists, sculptors, musicians, photographers, and writers, or which requires the use of highly technical or unique individual skills or talents, such as, but not limited to, paramedicals, therapists, handwriting analysts, and expert witnesses for adjudications or other court proceedings.

B. Professional Service. Means work rendered by an independent contractor who has a professed knowledge of some department of learning or science used by its practical application to the affairs of others in or in the practice of an art founded on it including, but not limited to, lawyers, doctors, dentists, veterinarians, architects, engineers, landscape architects, and accountants. A profession is a vocation founded upon prolonged and specialized intellectual training which enables a particular service to be rendered. The word "professional" implies professed attainments in special knowledge as distinguished from mere skill.

C. Consulting Service. Means work, other than professional or personal service, rendered by an independent contractor who possesses specialized knowledge, experience, and expertise

to investigate assigned problems or projects and to provide counsel, review, design, development, analysis, or advice in formulating or implementing programs or services or improvements in programs or services, including, but not limited to, such areas as management, personnel, finance, accounting, planning and feasibility studies, data processing, advertising and public relations.

#### VIII

##### Determination of Responsibility

A. In order to qualify as responsible, an offerer must meet the following standards as they relate to the particular procurement under consideration:

1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.

2. Has the necessary experience, organizations, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements).

3. Is able to comply with the proposed or required time of delivery or performance schedule.

4. Has a satisfactory record of integrity, judgment, and performance (contractors which are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill the requirement).

5. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

B. Acceptable evidence of financial resources, experience, organization, technical qualifications, skills, and facilities, to perform the service called for by the contract.

C. No contract for consulting services for \$75,000 or more shall be awarded to any person or firm unless the head of the using agency has first determined that such person or firm is responsible within the meaning of Sections A and B.

D. In any case where a contract for consulting services is for \$75,000 or more, the head of the using agency shall prepare, sign, and place in the contract file a statement of the facts on which a determination of responsibility was based. Any supporting documents or reports and any information to support determinations of responsibility of offerer or potential subcontractors should be kept on file with the agency, subject to inspection upon the request of the Director of Contractual Review or his designee.

E. Before making a determination of responsibility, the head of the using agency shall have sufficient current information to satisfy himself that the prospective contractor meets the standards in Sections A and B. Information from the following sources should be utilized before making a determination of responsibility:

1. Information from the prospective contractor, including representations and other data contained in proposals, or other written statements or commitments, such as financial assistance and subcontracting arrangement.

2. Other existing information within the agency, including financial data, the list of debarred and ineligible bidders and records concerning contractor performance.

3. Publications, including credit ratings and trade and financial journals.

4. Other sources, including banks, other financial companies, and State departments and agencies.

F. To the extent that a prospective contractor cannot meet the standard in Section A.2 except by means of proposed subcontracting, the prospective prime contractor shall not be considered to be responsible unless recent performance history indicates an acceptable subcontracting system or prospective major subcontractors are determined by the head of the using agency to satisfy that standard.

## IX

### Suspension, Debarment and Reinstatement

A. Authority. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Director of the Office of Contractual Review shall have authority to suspend or debar a person for cause from consideration for a contract, provided that doing so is in the best interest of the State.

B. Suspension. The Director of the Office of Contractual Review may suspend a person from consideration for a contract if he determines in writing that there is probable cause to believe that such person has engaged in any activity which might lead to debarment. Said suspension shall not exceed 60 days if debarment is not forthcoming.

C. Causes for Debarment. The causes for debarment include, but are not limited to, the following:

1. Conviction for a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a state contractor;

3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, or a recent record of failure to perform, or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment; and

5. Any other cause the Director of Contractual Review determines to be so serious and compelling as to affect responsibility as a state contractor, including debarment by another governmental entity for any cause listed in regulations.

D. Decision. The Director of the Office of Contractual Review shall issue a written decision stating his reasons and findings therein.

E. Notice of decisions. A copy of the decisions under Subsection D of this Section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening.

F. Finality of decision. A decision under Section D of this Part shall be final and conclusive; unless appealed as provided for in Section G.

G. Appeal. The Contractor or business who is directly affected by the decision of the Director of Contractual Review may appeal to the Commissioner of Administration within ten days of the receipt of said decision.

H. Reinstatement. If the Commissioner finds that the Director of Contractual Review was in error, then he may reinstate said individual or business. If the Commissioner affirms the Decision of the Director of Contractual Review that Decision is final and conclusive.

I. The Director of Contractual Review, upon request of a debarred contractor, shall review debarred contractors on an annual basis, and may reinstate said contractor for future consideration if he believes the circumstances warrant reinstatement and it would be in the best interest of the state. A list of debarred contractors shall be kept by the Office of Contractual Review and made available upon request to other state agencies.

## X

### Contract Contents

A. Each contract for professional, personal, and consulting services shall follow the provisions of R.S. 39:1498.1.

B. Contract funded fully or in part by Federal funds, in addition to meeting all the requirements of these guidelines and R.S. 39:1428-1473, shall meet all applicable Federal standards and shall contain all necessary clauses required by Federal statutes, rules or regulations. The burden of assuring compliance with Federal regulations shall rest with the using agency.

C. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49 (the State General Travel Regulations).

D. When a contract is to include travel and/or other reimbursable expenses, it shall contain language to effect the following:

1. Travel and other reimbursable expenses shall constitute part of the total maximum payable under the contract; or

2. No more than (a certain sum) of the total maximum amount payable under this contract shall be paid or received as reimbursement for travel and other reimbursable expenses.

## XI

### Modification of Contract

All amendments to contracts for professional, personal and consulting services shall be submitted to the Office of Contractual Review for prior approval. All such amendments shall become effective only upon approval by the Director of the Office of Contractual Review. If an amendment extends a contract beyond one year, justification for a multi-year contract must be submitted with said amendment in accordance with Part VII, and if an amendment increases the amount of a contract to \$25,000 or more, an extra copy of the contract and amendment must be submitted in accordance with Part XIII.

## XII

### Termination of Contract

Whenever a contract is terminated prior to the termination date stated in the contract, the Office of Contractual Review shall be notified in writing by the using agency of such prior termination, and the reasons therefor.

## XIII

### Submission of Contracts

The original contract and two copies of said contract and attachments shall be submitted to the Office of Contractual Review for contracts less than \$25,000.00. Contract for \$25,000.00 or more must be submitted with three copies (the extra copy will be forwarded to the Legislative Fiscal office). The Office of Contractual Review will not accept for review and approval any contract that is not accompanied by the necessary attachments and copies as required herein. (Attachments being submittal letters, R.S. 39:1497 certification, BA-22, etc.)

## XIV

### Contractual Review Process

A. Contracts arriving in the Office of Contractual Review will be date stamped and logged in. Contracts should be submitted prior to its effective date and in no case will a contract be approved which has been submitted 60 days after its effective date, unless written justification is provided by the using agency and approval granted by the Director of Contractual Review or his designee. All submittals will be required to have a cover letter attached thereto in conformity with attachment D.

B. If a contract does not appear to be out of the ordinary and does appear to have the necessary attachments and inclusions, it will be routed to the appropriate Budget Analyst for the submitting agency. A BA-22, or its equivalent, must be submitted with every contract submitted to the Office of Contractual Review.

C. Contracts that are incomplete as to form will be returned to the submitting agency. If a contract is merely missing an attachment then the necessary attachment will be secured from the submitting agency.

D. Contracts returned from Budget

1. Not Recommended for Approval - If a contract is not recommended for approval, the Office of Contractual Review shall discuss the reason with the Budget Analyst. If the problem can not be resolved the contract shall be returned to the submitting agency with a letter explaining the problem.

2. Recommended for Approval - If a contract is recommended for approval the review process shall continue.

E. Legal and content review. There are a number of different types of contracts, and content requirements may vary a little. All contracts should contain the following:

1. Signature of both submitting agency representative and contractors.

2. Scope of services that clearly and completely identifies the work to be performed and products to be delivered.

3. Beginning and termination dates for the contract. Normally, such dates should be for no greater than a one year period, although the Director of Contractual Review can approve up to three years. Contracts may not include a clause permitting automatic renewal or extension of the original.

4. A maximum amount of compensation to be paid under the contract. This maximum must be inclusive of all payment, fees, travel expenses, etc. The amounts may be stated by category rather than as a comprehensive total.

5. A statement giving the Legislative Auditor authority to audit the financial records of the contract relative to work done under the contract.

6. All contracts for professional, personal, and consulting services shall contain a clause providing that the contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the submitting agency thereto, provided, however, that claims for money due or to become due to the contractor from the using agency under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to both the using agency and the Director of the Office of Contractual Review.

F. A certification letter as described in R.S. 39:1497, signed by the using agency's representative (See Attachment B).

G. Prior to submitting for review, proof of review and approval by other agencies will be required as follows, or contracts will be returned to the submitting agency without approval:

1. Civil Service - All contracts must have Civil Service approval except agreements between state agencies. If a non-state agency is involved, the contract must have Civil Service approval.

2. Attorney General - Contracts for legal services that are not consulting work and that do involve or lead to litigation must be reviewed by the Attorney General for approval of the fee structure. Approval of the Attorney General can be evidenced by the signature on the contract documents or by a letter from the Attorney General. Contracts with Louisiana District Attorneys do not require this approval.

3. Legislative Auditor - Contracts for financial auditing of state agencies must have prior written approval of the Legislative Auditor.

4. Data Processing, Coordinating and Advisory Council - The Council shall review any contract for data processing or related service, returning it to Contractual Review for completion of the analysis.

H. Consulting Services Contracts exceeding \$75,000.00. If a contract is for services defined as consulting in R.S. 39:1484(4) and is an amount equal to or exceeding \$75,000.00 it must have been awarded pursuant to the requirements of R.S. 39:1503, unless exempt by Section III (A) or (B). If this has not been done,

the submitting agency will be required to conduct the process over again. A statement in accordance with R.S. 39:1503 C as to why the award was made must be submitted with the contract.

I. When a contractor is a corporation, a formal, dated, Board Resolution must be secured and attached to the contract indicating that the signatory is a corporate representative and authorized to sign said contract.

J. When it has been determined that a contract is complete, the contract shall be returned to the submitting agency with an approval letter attached and signed by the Director of Contractual Review.

XV

Revised Statutes

A. These guidelines shall be read and interpreted jointly with R.S. 39:1481-1526.

B. A rule or regulation shall not change any contract commitment, right, or obligation of the state or of a contractor under a state contract in existence on the effective date of that rule or regulation. (R.S. 39:1491 D).

Attachment A

Sample Contract adaptable for use by state agencies. (This sample contract contains the minimum language required in a state contract. Additional items may be added as required by the individual agency's needs and applicable federal requirements.)

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

CONTRACT

Be it known, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, the \_\_\_\_\_ (Agency Name) \_\_\_\_\_ (hereinafter sometimes referred to as "state") and \_\_\_\_\_ (Contractor's name and legal address) \_\_\_\_\_ (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

1.

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately as an addendum.)

2.

In consideration of the services described above, state hereby agrees to pay to Contractor a maximum fee of \_\_\_\_\_. Payment will be made only on approval of \_\_\_\_\_.

3.

This contract may be terminated by mutual consent of both parties upon \_\_\_\_\_ days written notice. (other conditions for termination may be stated here.)

4.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the State.

5.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said contractor's obligation and identified under tax identification number \_\_\_\_\_.

6.

The contract shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided

however, that claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

7.

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of contractor which relate to this contract.

8.

This contract shall begin on (the date of final statutory approval) and shall terminated on \_\_\_\_\_ .

THUS DONE AND SIGNED AT Baton Rouge, Louisiana, on the day, month and year first written above.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
STATE AGENCY

Attachment B

Sample Certification as required by R.S. 39:1497

Mr. Thomas McFerrin, Director  
Department of Contractual Review  
Division of Administration  
State Capitol Annex  
Baton Rouge, Louisiana 70804

Dear Mr. McFerrin:

In reference to the attached contract we do certify the following:

1. Either no employee of our agency is both competent and available to perform the services called for by the proposed contract or the services called for are not the type readily susceptible of being performed by persons who are employed by the state on a continuing basis.

2. The services are not available as a product of a prior or existing professional, personal or consulting service contract.

3. When applicable, the requirements for consultant service contracts, as provided for under Subpart B and Subpart C of Act 772, have been complied with.

4. The Department of \_\_\_\_\_ has developed and fully intends to implement a written plan providing for:

A. The assignment of specific Department personnel to a monitoring and liaison function:

B. The periodic review of interim reports or other indicia of performance to date: and

C. The ultimate use of the final product of the service.  
Sincerely,

\_\_\_\_\_

Attachment C

Suggested checklist for review of personal, professional and consulting contracts

1. Minimum Contract Content:

Yes	No	
_____	_____	1. Contains a date upon which the contract is to begin and upon which the contract will terminate.
_____	_____	2. Contains a description of the work to be performed and objectives to be met.
_____	_____	3. Contains an amount and time of payments to be made.
_____	_____	4. Contains a description of reports or other deliverables to be received, when applicable.
_____	_____	5. Contains a date of reports or other deliverables to be received, when applicable.
_____	_____	6. When a contract includes travel and/or other reimbursable expenses, it contains language to effect the following: a. Travel and other reimbursable expenses constitute part of the total maximum payable under the contract; or b. No more than (a certain sum) of the total maximum amount payable under this contract shall be paid or received as reimbursement for travel or other reimbursable expenses; and c. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49 (The State General Travel Regulation).
_____	_____	7. Contains the responsibility for payment of taxes, when applicable.
_____	_____	8. Contains the circumstances under which the contract can be terminated either with or without cause and contains the remedies for default.
_____	_____	9. Contains a statement giving the Legislative Auditor the authority to audit records of the individual(s) or firm(s).
_____	_____	10. Contains an Assignability clause.
_____	_____	11. Budget Form BA-22 P.S., fully completed and attached to the contract.

2. Determination of Responsibility:

Yes	No	
_____	_____	1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
_____	_____	2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements).
_____	_____	3. Is able to comply with the proposed or required time of delivery or performance schedule.
_____	_____	4. Has a satisfactory record of integrity, judgment and performance (contractors which are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each,

shall, in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement).

- \_\_\_\_\_ 5. Is otherwise qualified eligible to receive an award under applicable laws and regulations.
- \_\_\_\_\_ 6. A contract for consulting services is for \$75,000.00 or more, the head of the submitting agency has prepared, signed and placed in the contract file a statement of the facts on which a determination of responsibility was based.
- \_\_\_\_\_ 7. On subcontracting, it has been established that contractors recent performance history indicates acceptable subcontracting systems; or, major subcontractors have been determined by the head of the submitting agency to satisfy standard.

3. Consulting Contract for \$75,000.00 or more:

- \_\_\_\_\_ Contract file attached and this includes:
- \_\_\_\_\_ Criteria for Selection.
- \_\_\_\_\_ Proposals.
- \_\_\_\_\_ Pertinent Documents.
- \_\_\_\_\_ Selection Memorandum.

Attachment D  
Agency Transmittal Letter

Mr. Thomas McFerrin, Director  
Office of Contractual Review  
Division of Administration  
Fifth Floor - Capitol Annex  
P. O. Box 44095  
Baton Rouge, Louisiana 70804

Mr. McFerrin:

The following contract(s) is/are being submitted to your office this date for review and approval in accordance with R.S. 39:1481 et. seq. and the rules and regulations adopted pursuant thereto:

Submitting Agency	Contractor	Amount
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Upon approval of said contract(s) please return to:

(List Return Address)

Your cooperation in this regard is greatly appreciated.

Thomas McFerrin  
Director

**RULE**  
**Office of the Governor**  
**Tax Commission**

The following are amendments, adoptions, and changes made to the rules and regulations of the Louisiana Tax Commission entitled Assessment of Real and Personal Property by the Louisiana Tax Commission pursuant to a hearing held in Baton Rouge on April 7, 1981.

The following pages were changed to read: Page 1, Page 2.

Rules  
Tax Commission

The purpose of these rules and regulations which are adopted by the Louisiana Tax Commission in accordance with the Administrative Procedures Act is to set uniform guidelines and procedures for the use of reporting forms and appraisal manuals by the assessors. These rules and regulations shall be used by all assessors to implement the criteria for determining fair market value of all property subject to taxation pursuant to R.S. 47:2321 through 47:2332.

Real Property Forms

If an assessor chooses to use the self-reporting form he shall furnish the appropriate self-reporting form, in duplicate, for real property to each property owner within his respective parish or district, on or before February 15 in the year in which the property is to be appraised. Upon completion, the property owner shall return one copy to the assessor by the first day of April of that year or 45 days after receipt, whichever is later, while retaining a copy for his record. The self-reporting forms are to assist the assessor in determining the fair market value of real property and if used shall be delivered to each person in whose name the real property is assessed at least every four years.

LAT 1, the Residential or Homeowner's Report form, is to be used by the owner reporting any property that consists of land with improvements, whether urban or rural, and used for residential purposes. Space is also provided on this form to report improvements other than residences such as barns, sheds, storage bins, etc. This form is also to be used by the owner of any improvement that is located on land owned by someone other than the owner of the improvement.

LAT 2, the Land Report form, is to be furnished to the owner of any parcel of vacant land. This form is also to be furnished, in addition to the Residential or Homeowner's Report form, to each landowner with at least three acres of land, or with land that has produced an average gross annual income of at least \$2,000 in one or more of the designated classifications for the four preceding years. The Land Report form is not the application form for use-value assessment. It is, however, to be used to serve notice of the requirements for obtaining a use-value assessment.

LAT 2A, the Agricultural Building Report form, is a supplement to the Land and/or Residential or Homeowner's Report and is to be furnished where applicable.

LAT 3, the Apartment Report form, in addition to the Land Report, is to be used by the owner of any apartment or residential complex that is not applicable to LAT 1. If the land upon which the apartment is located is not owned by the apartment owner, the Land Report form is not required to be sent to the apartment owner.

LAT 4, any improvement of a commercial or industrial type is to be reported on Form LAT 4.

### Personal Property Report Forms

The appropriate self-reporting Personal Property Report form is to be forwarded each year, on or before February 15 in the year in which the property is to be appraised, to each person in whose name the property is assessed. Upon completion, the property owner shall return one copy to the assessor by the first day of April of that year or 45 days after receipt, whichever is later, while retaining one copy for his record.

LAT 5, Personal Property Report form, should be furnished to all individuals, partnerships, corporations, associations, etc., engaged in business and owning personal property. After receiving completed Personal Property Report forms from any business that has consigned merchandise, or leased, loaned or rented equipment, another LAT 5 should be sent to those companies owning such property.

LAT 5a, Tax Exemption Analysis form is to be furnished in addition to LAT 5 to all concerns enjoying a ten year tax exemption granted under Article VII Section 21 (F) of the Constitution.

LAT 6, Loan and Finance Companies form, should be furnished to all loan and finance companies doing business in the parish or taxing district.

LAT 7, Warehouse Stock or Leased Equipment form, deleted 10/27/78. Use LAT 5.

LAT 8, Insurance Companies form, deleted 10/27/78. Request Tax Commission form TC 9.

LAT 9, Industrial and Tax-Exempt Companies form, deleted 10/27/78. Use LAT 5.

LAT 10, Automobile Dealers form, deleted 10/27/78. Use LAT 5.

LAT 11, Watercraft form, should be sent to owners of watercraft domiciled in the parish and to all owners operating watercraft out of the parish on the assessment date. This form should be used as a supplemental to Form LAT 5 for companies that own such property but are not interstate towing or barge line companies whose watercraft is assessed by the Tax Commission as public service properties.

LAT 12, Oil and Gas Property forms, must be filled in completely, including appropriate Louisiana Department of Conservation serial numbers. If property reported in a parish the previous year is not included for the present year, use an attachment stating and specifying the reason, e.g. sold (to whom-name and address), moved out of state, moved to another parish, well plugged and abandoned (a copy of the plugged and abandoned report as filed with the Louisiana Department of Conservation must accompany a claim for plugged and abandoned wells. A work permit to plug and abandon is not acceptable.)

J. Reginald Coco, Jr.  
Chairman

### RULE

#### Department of Health and Human Resources Board of Pharmacy

#### Sec. 27. Institutional Pharmacy Supportive Personnel For Unit Dose Pre-Packaging

##### 1. Definitions:

A. Institutional Pharmacy Supportive Personnel — They are definite pharmacy employees properly identified by name badge and position in a state licensed hospital, skilled nursing or extended care facility, holding a valid pharmacy permit.

B. Unit Dose Pre-Packaging — This is the packaging of individual prescription doses in a suitable container which has been properly labeled as to: identity of the drug generically, chemically or trade marked, strength, manufacturer, expiration date, control number and/or lot number; under the direct and immediate supervision of a registered pharmacist for subsequent dispensing by a registered pharmacist. Unit Dose Pre-Packaging does not include drug reconstitution of admixtures or piggy-back medications.

C. Unit Dose System — A Unit Dose System is that drug distribution system which is pharmacy based, and which involves the dispensing of a properly labeled, Pre-Packaged unit dose drug, in a suitable container, in final dosage form, for subsequent patient administration, for a 24-hour period.

D. Institutional Pharmacy — Institutional pharmacy is an area designed as a pharmacy located in a hospital, skilled nursing or extended care facility, licensed by the Louisiana Department of Health and Human Resources under Title 40, Section 2100 et seq. and also licensed by the Louisiana Board of Pharmacy under Louisiana Revised Statutes of 37:1185.

2. Qualifications: An Institutional pharmacy supportive person shall be at least 18-years-old, hold a high school graduation certificate or its equivalent, and be of good moral character. He or she must have satisfactorily completed a Louisiana Board of Pharmacy approved training program. The program is designed to meet prescribed limited functions, to be performed in a licensed hospital, skilled nursing or extended care facility, holding a valid pharmacy permit issued by the Louisiana Board of Pharmacy.

3. Training: The Louisiana Board of Pharmacy shall approve submitted training programs, consisting of practical, on-the-job training and instruction. The training program shall assure the competence of the institutional pharmacy supportive person, to assist the pharmacist in the Unit Dose Drug Pre-Packaging and Distribution Systems. The Board shall approve, disapprove, suspend or revoke any training program, for failure to conform to the prescribed rules and/or regulations and minimum standards and guidelines established by the Louisiana Board of Pharmacy.

4. Pre-Packaging and Dispensing of Unit Dose Medications:

A. Supportive Personnel: Supportive Personnel may perform the following duties:

(1) Retrieve and receive written doctors' orders, prescriptions, or files.

(2) Perform clerical tasks such as typing labels, and maintaining patient profiles as instructed by supervising pharmacist.

(3) Secretarial: telephoning, type letters, computer input.

(4) Accounting: keep records, accounts receivable, third party reimbursements and posting.

(5) Inventory control: monitor, price, date, invoice, and stock pharmacies and wards, and prepare purchase orders.

(6) Housekeeping: maintain clean and orderly pharmacy.

(7) Physical medication delivery.

(8) Pre-Packaging unit dose medication: Package individual prescription doses under the direct and immediate control and supervision of the registered pharmacist, for subsequent dispensing by a registered pharmacist.

##### B. Registered Pharmacist

(1) Shall be solely responsible for drug reconstitution of admixtures for oral or parenteral use, and piggy-back medication.

(2) Shall be responsible for initiating, selecting, and retrieving of the bulk drug container for unit dose pre-packaging medication.

(3) Shall supervise the proper labeling of pre-packaged medication as to name of medication, strength, manufacturers control number, expiration date and lot number.

(4) Shall dispense the properly labeled, pre-packaged drug in final unit dose dosage form.

(5) Shall supervise the maintenance of patient profiles.

(6) Shall supervise all pharmacy functions of supportive personnel under his or her direct and immediate control.

5. Ratio: Pharmacist supervision shall be a ratio of one institutional pharmacy supportive person to one pharmacist on duty for related Unit Dose Pre-Packaging function.

Howard B. Bolton  
Executive Director

2. To be credited toward the two full-time requirement each assignment in a setting or integrated program shall be of at least six months duration and at least half-time. Any half-time assignments shall extend the period of supervision proportionately beyond two calendar years. This requirement must be completed within five calendar years; for cause shown, the Board may grant extensions.

3. Internship Programs — A predoctoral internship shall be credited toward the required two years of supervised experience;

a. If that experience was required as a part of the doctoral degree, and was a minimum of two thousand clock hours of supervised practice.

b. Any internship which meets all other criteria of this rule, but is less than two thousand hours in duration, may be credited proportionately toward two years of experience required for licensure:

(1) If that internship covered a minimum of one thousand clock hours.

(2) The applicant or candidate completes all other supervised experience after award of the doctoral degree.

B. Supervised experience shall be credited for professional practice only if obtained in a public or private agency, institution, or organization which will provide an opportunity to utilize a variety of theories and work with a broad range of populations and techniques.

1. The contribution of at least one other discipline whose expertise is germane, into the evaluation and intervention decisions in professional problem areas is a necessary aspect of professional training and practice.

2. Experience in other settings may be considered only by prior arrangement with, and approval of, the Board.

II. Qualifications of Supervisors.

A. Responsibility for the overall supervision of the supervisee's professional growth resides in the licensed psychologist. Supervising psychologists shall have training in the specific area of practice in which they are offering supervision. Specific skill training may be assigned to other specialists, under the authority of the supervising psychologist. The non-psychologist specialist shall have clearly established practice and teaching skills demonstrable to the satisfaction of both the supervising psychologist and the supervisee.

B. The supervisor shall limit the number of persons supervised so as to be certain to maintain a level of supervision and practice consistent with professional standards insuring the welfare of the supervisee and the client.

C. The supervisor shall not be a member of the supervisee's immediate family.

III. Amount of Supervisory Contact. There shall be one hour per week as a minimum for general professional supervision. Exceptions to the requirement must have prior approval by the Board. Specific case discussion and skill training require additional supervisory contact. Supervision is to be conducted on a one-to-one basis, and shall not be substituted for by group seminars or consultation even though they may be excellent training procedures in their own right. It is likely that more than one hour per week would be required, especially with supervisees of lesser experience.

IV. Conduct of Supervision.

A. The Board recognizes that the variability in preparation for practice of the trainee will require individually tailored supervision. The specific content of the supervision procedures will be worked out between the individual supervisor and the supervisee.

B. The licensed psychologist who provides supervision for the candidate for licensure must have legal functional authority

## RULE

### Department of Health and Human Resources Board of Examiners of Psychologists

The Board approved for final adoption revised Rules and Regulations for Supervised Practice Leading Toward Licensure.

#### Rules and Regulations for Supervised Practice Leading Toward Licensure

This document details reasonable minimal standards for supervised practice and establishes the legal, administrative and professional responsibility of the licensed psychologist designated as supervisor.

The supervisory function serves a multiplicity of purposes. Supervision provides guidance in administrative issues in the practice setting, continues and expands education in skills, offers emotional support, and provides evaluation for purposes of the supervisee's growth, as well as administrative judgment relative to the supervisee's capacity for autonomous professional function. The supervisor assigns work, sets realistic standards for achievement and offers evaluation of the supervisee's performance. The supervisor offers a perspective on the relationship between the supervisee's assignment, the rest of the setting and the facilities available outside of the setting in order that the supervisee's professional procedures are intelligently placed within the context of all of the systems affecting and influencing the client. In addition to all of this, the supervisor must deal with those personal characteristics of the supervisee which either enhance or interfere with work efficiency. The private actions and behaviors of the supervisee which are not relevant to nor expressed in the work setting shall not be dealt with in the supervisory relationship. The supervisor shall limit supervision to those areas in which he/she has professional expertise, as well as develop the specialized skills necessary to render competent supervision.

Supervised Practice as Prerequisite for Licensure.

I. Duration and Setting of Supervised Practice.

A. Two years of full-time (or equivalent) supervised and documented experience shall be required for licensure.

1. Credit shall not be granted for practice in connection with course work practicum experience for which predoctoral graduate credits are granted.

over and professional responsibility for the work of the supervisee. This means that the supervisor must be available to the supervisee at the point of the decision making. The supervisor's relationship with the supervisee shall be clearly differentiated from that of consultant, who may be called in at the discretion of the consultee, and who has no functional authority for, nor none of the legal or professional accountability for the services performed or for the welfare of the client.

C. The licensed psychologist is responsible for the delivery of services, the representation to the public of services, and the supervisor/supervisee relationship.

1. All clients will be informed of the availability or possible necessity of meetings with the supervising psychologist at the request of the client, the supervisee, or the psychologist. The supervisor will be available for emergency consultation and intervention.

2. All written communication will clearly identify the licensed psychologist as responsible for all psychological services provided. Public announcement of services and fees, and contact with the public or professional community shall be offered only by or in the name of the licensed psychologist. It is the responsibility of both the supervising psychologist and the supervisee to inform the client to whatever extent is necessary for the client to understand, of the supervisory status and other specific information as to supervisee's qualifications and functions.

3. Billing and receipt of payment is the responsibility of the employing agency or the licensed psychologist. The setting and the psychological work performed shall be clearly identified as that of the licensed psychologist. The physical location where services are delivered may not be owned, leased, or rented by the supervisee.

4. The Supervisor must be paid either directly by the client or by the agency employing the supervisee. The supervisee may not pay the supervisor for supervisory services, nor may the supervisee and/or his/her immediate family have any financial interest in the employing agency.

5. The supervising psychologist is responsible for the maintenance of information and files relevant to the client. The client shall be fully informed, to whatever extent is necessary for that client to understand, that the supervising psychologist or the employing agency is to be the source of access to this information in the future.

D. In the event the supervisee publicly represents himself/herself inappropriately, or supervision is not conducted according to this part (IV), the Board may rule that any experience gained in that situation is not commensurate with ethical standards and thus is not admissible as experience toward licensure. The Board may further rule that any psychologist providing supervision under those circumstances is in violation of ethical standards which results in disciplinary action such as suspension or revocation of licensure.

V. Evaluation and Accreditation of Supervised Practice.

A. The Board shall require submission of information by the supervisor(s) which will enable it to evaluate and credit the extent and quality of the candidate's supervised practice. The form requesting such information shall cover the following:

1. Name of supervisee
2. Educational level of supervisee.
3. Supervisor's name, address, license number, date and state in which granted, and area of specialization.
4. Name and nature of setting in which supervised practice took place.
5. Dates of practice covered in this report.
6. Number of practice hours during this period.
7. Supervisee's duties.
8. Number of one-to-one supervisory hours.

9. Assessment of supervisee's performance.

B. The Board may also require the supervisee to submit reports.

C. Supervised practice time during which the supervisor deems the supervisee's performance to have been unacceptable shall not be credited toward the required supervised practice hours.

Wayne A. Greenleaf, Ph.D.  
Chairman

**RULE**

**Department of Health and Human Resources  
Office of Family Security**

The Department of Health and Human Resources, Office of Family Security, has adopted a 14.4 percent increase in the Aid to Families with Dependent Children (AFDC) and General Assistance (GA) Need Standards.

Revised Statute 46:447 of the 1978 Legislature requires that the Office of Family Security establish AFDC and GA Need Standards, and that those standards be adjusted each year effective January 1, to reflect the cost of living increase as reported in the Department of Labor's Consumer Price Index.

The current need standards are shown in parentheses. Using a 14.4 percent increase standard, the new AFDC and GA Need Standards are as follows:

Size of Household	Non-Urban	Urban
1	\$ 159(139)	\$ 173(151)
2	296(259)	331(289)
3	419(366)	460(402)
4	522(456)	565(494)
5	621(543)	667(583)
6	712(622)	760(664)
7	805(704)	849(742)
8	895(782)	939(821)
9	979(856)	1025(896)
10	1067(933)	1112(972)
11	1160(1014)	1206(1054)
12	1256(1098)	1302(1138)
13	1358(1187)	1395(1219)
14	1456(1273)	1494(1306)
15	1557(1361)	1595(1394)
16	1657(1448)	1702(1488)
17	1757(1536)	1785(1560)
18	1857(1623)	1898(1659)
	For each additional person, add \$108.00	For each additional person, add \$118.00

GA Need Standard

Size of Household	GA Need Standard
1	\$262(229)
2	331(289)

George A. Fischer, Secretary  
Department of Health and Human Resources