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Executive Orders

EXECUTIVE ORDER NO. DCT 84-2

WHEREAS, the 50 States Project was established by President Reagan to urge states to eliminate from their statutory and regulatory codes unfair differentiations on the basis of gender; and

WHEREAS, the coordinator or the 50 States Project in Louisiana was appointed to examine the laws of the State of Louisiana to identify unfair gender-based terminology and substantive laws with discriminatory application or impact; and

WHEREAS, the Louisiana Constitution provides that "No law shall arbitrarily, capriciously, or unreasonably discriminate against a person because of ... sex ... "; and

WHEREAS, much progress has been made in the recent past to eliminate vestiges of discrimination based upon sex; and

WHEREAS, executive action has increased participation of women in government, and both executive and legislative action has enhanced the opportunities and protections afforded women; and

WHEREAS, while great strides have taken place, continued and further diligence by the executive and legislative branches of state government should and can afford greater protections and opportunities for women; and

WHEREAS, the Louisiana State Law Institute has been created and organized as an official advisory law revision commission, law reform agency and a legal research agency of the State of Louisiana and has as a general purpose to promote and encourage the classification and simplification of the law of Louisiana and its better adaptation to present sound needs, and has among its statutory duties to consider needed improvements in the law and to receive and consider suggestions as to defects and anachronisms in the law, not only from public officials but from the public generally; and

WHEREAS, in the area of discrimination based upon sex it is appropriate to create an advisory committee to call to the attention of the Governor, the Louisiana State Law Institute, as well as others interested in law reform, those areas of the law which discriminate unreasonably based upon sex;

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

1. The creation of the 50 States Project Advisory Committee. It shall be the duty of the Committee to identify unfair gender based terminology and substantive laws with discriminatory application or impact in the statutes, regulations, and administrative rules of the State of Louisiana and to recommend specific executive action or legislation to remedy such unfair and discriminatory laws and their impact.

2. The 50 States Project Committee shall be composed of eleven members as follows:

a. The coordinator of the 50 States Project appointed by the Governor;

b. Two members appointed by the Speaker of the Louisiana House of Representatives;

c. Two members appointed by the President of the Louisiana Senate;

d. One member appointed by the Governor upon the

recommendation of the Director of the Louisiana State Law Institute; and

e. Five other members who shall be appointed by the Governor.

The coordinator of the 50 States Project shall serve as chair of the Committee.

3. That the Louisiana State Law Institute provide available staff assistance to the Committee.

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 2nd day of March, A.D., 1984.

David C. Treen
Governor of Louisiana

Emergency Rules

DECLARATION OF EMERGENCY

Department of Agriculture Commissioner of Agriculture

In accordance with the emergency provisions of LRS 49:953B, the Administrative Procedure Act, and under the authority of LRS 3:3203, the Commissioner of Agriculture hereby declares that the U.S. Environmental Protection Agency has determined that contamination of foodstuffs with ethylene dibromide, a pesticide commonly known as EDB, poses a serious health hazard for consumers. Therefore, the Commissioner of Agriculture hereby establishes the following tolerances for ethylene dibromide on an emergency basis:

Raw agricultural products	900 parts per billion
Semi-processed food products, e.g., oatmeal	150 parts per billion
Ready-to-eat agricultural products, e.g., berries	30 parts per billion

All such products coming under the jurisdiction of the Department or the Commissioner of Agriculture will be tested whenever, in the judgment of the Commissioner of Agriculture, there appears to be a need for testing. If test results indicate the presence of ethylene dibromide in any of the products listed above at rates higher than the tolerances herein established, the Commissioner of Agriculture may issue a stop order prohibiting the distribution, sale, offer for sale, movement, or disturbance of the product and may thereafter require the disposition of such product as provided by applicable law.

Bob Odom
Commissioner

DECLARATION OF EMERGENCY

Department of Agriculture Livestock Sanitary Board

In accordance with the emergency provisions of LRS 49:953B, the Administrative Procedure Act, notice is hereby given that the Department of Agriculture, Louisiana State Livestock Sanitary Board, at a special called meeting held on February 17, 1984, determined that a current epidemic of highly contagious Avian Influenza in the northwestern United States has created an emergency situation affecting the health of poultry flocks through-

out the country. In order to protect the health of Louisiana poultry flocks, the Board therefore adopted new regulations on an emergency basis, which (1) impose a quarantine against poultry, eggs, and poultry by-products originating in states under Federal quarantine because of the disease, and (2) prohibit, with certain exceptions, the showing of poultry at public shows in Louisiana for the duration of the epidemic.

The Board added a new Subsection (g) of Section 8, entitled "Poultry", reading as follows, to Regulation 1 of the Board's Rules and Regulations.

(g) No birds, eggs or poultry by-products originating in a state which has an area under quarantine due to Avian Influenza will be allowed entry into Louisiana. In addition, the Board may prohibit the entry of any vehicles and/or equipment into Louisiana if there is reason to believe that it may have been contaminated with pathogenic Avian Influenza virus.

The Board also added a new Section 6, entitled "Poultry", reading as follows, to its existing Regulation 2:

6. With the exception of the Spring 1984 poultry shows at Louisiana State University and Southern University in Baton Rouge, the showing of poultry is prohibited in Louisiana until pathogenic Avian Influenza is eradicated.

Bob Odom
Commissioner

DECLARATION OF EMERGENCY

Department of Commerce Racing Commission

The Louisiana State Racing Commission, pursuant to the authority contained in R.S. 49:953B, amended the following emergency rules at its meeting of February 24, 1984 by unanimous resolution, and made such findings that the public welfare required the amendments of such rules.

Rule LAC 11-6:2.8, (renumbered 35:315) regarding minors, was adopted as an emergency rule in 1978, but due to oversight was never adopted as a permanent rule. It is currently in the process of being re-enacted.

Rule 11-6:21.1, (renumbered 35:4501) relative to jockey agents and the number of jockeys they can represent, is adding a stipulation that limits two riders in any one race that are represented by the same agent (except stakes races). The general limit per agent remains at three.

The Emergency Rules are as follows:

RULE LAC 11-6:2.8 (Renumbered 35:315) TO READ AS FOLLOWS:

"Minors are prohibited from attending race meetings except that any minor twelve years of age, or older, together with proof of age, may with Association approval, attend any race meeting if accompanied by a parent, grandparent or companion. In no case shall any minor in attendance be allowed to engage in wagering. (For the purposes of this rule, companion is defined as any person twenty-one years of age or older who is a kin-relative of the minor.)"

RULE LAC 11-6:21.1 (Renumbered 35:4501) TO READ AS FOLLOWS:

"A jockey agent may not contract the riding engagements of more than three riders. No jockey agent shall contract for more than two riders to start in any one race, except stakes races, who are under contract to the same jockey agent. As used herein, 'jockey agent' shall mean any person who contracts engagements for a rider or riders."

Pursuant to R.S. 4:141 et seq. and, particularly, R.S. 4:142 stating the Legislative purpose of the racing statute, it is incumbent

upon the Louisiana State Racing Commission to amend rules of racing relative to minors and jockey agents.

S. M. Delaney
Secretary

DECLARATION OF EMERGENCY

Board of Elementary and Secondary Education

The State Board of Elementary and Secondary Education, at its meeting of February 23, 1984, exercised those powers conferred by the emergency provisions of the Administrative Procedure Act R.S. 49:953B and adopted the following item as an emergency rule:

1. The Board established a performance standard for the Fourth Grade Basic Skills Test to be 80 percent of the total items on each of the language arts and mathematics tests.

This emergency adoption is necessary because the Louisiana Basic Skills Testing Program is scheduled for March 19-23, 1984 in order that tests may be administered, scored, and student reports returned to the school districts prior to the close of the school year.

James V. Soileau
Executive Director

DECLARATION OF EMERGENCY

Department of Health and Human Resources Office of Family Security

The Department of Health and Human Resources, Office of Family Security, has exercised the emergency provision of the Administrative Procedure Act, R.S. 49:953B to adopt a Voluntary Family Responsibility Program as authorized by Act 672 of the 1983 Regular Legislative Session. The program will be effective March 1, 1984 and will be administered in accordance with the policy and procedures outlined below.

Emergency Rule

The Voluntary Family Responsibility Program for Long Term Care Residents provides a State Income Tax Credit for a relative who voluntarily contributes toward the personal and medical expenses of an individual in a Skilled Nursing Facility, Intermediate Care Facility I or II or an Intermediate Care Facility for the Handicapped whose income and resources are insufficient to meet the cost of such care. The income tax credit is effective with the taxable period beginning January 1, 1983.

The tax credit allowed for the taxable year is an amount equal to 33 $\frac{1}{3}$ percent of the amount contributed in the family responsibility program. The tax credit shall not exceed \$200 per year.

To be eligible for this tax credit, a written agreement must be completed by the relative contributor with the local Office of Family Security in the parish in which the facility is located. The written agreement states the amount of monetary contribution to be made to the patient or made to the facility to be applied specifically to the patient's personal care need, medical insurance premiums and/or facility fee. A tax credit is not provided for in-kind contributions or contributions made for services other than the services stated above. For a non-Medicaid individual, verification of contributions is only necessary when there is a retroactive period being claimed. It is the responsibility of the claimant to provide adequate verification of contributions made and to report changes in contributions.

To implement the program immediately for the 1983 tax year, the procedures outlined below shall apply:

A. Medicaid Applicants and Recipients

A copy of the leaflet on the Family Responsibility shall be provided an applicant/recipient for Long Term Care or to the responsible party at application/redetermination except when the responsible party resides out-of-state.

For Medicaid applicants who are ineligible the month of admission because of the full calendar month policy and a relative will contribute for the admission month only, the agreement shall be completed designating the one month only space, unless contributions will continue.

If there is a regular contribution for a Medicaid eligible, the contribution shall be budgeted under income.

If a relative contributes a medical insurance premium payment, the medical insurance premium shall be budgeted as an expense and also shown as contributed income.

B. Public ICF-H Residents

Office of Mental Retardation will provide a copy of the leaflet on the Family Responsibility Program to the parent or legal guardian at the time of Medicaid application.

If the parent plans to make a monetary contribution, he will be advised to contact the Parish Office of Family Security.

C. Non-Medicaid Claimants

Copies of the leaflet explaining the Voluntary Family Responsibility Program will be provided the Long Term Care facilities for use in referrals of non-Medicaid individuals. The interested individual will then contact OFS directly.

The parish office copy of a written agreement shall be filed in a facility folder, a copy given the relative and a copy mailed to the Louisiana Department of Revenue and Taxation.

If the claimant is ineligible, he shall be provided a letter briefly stating the reason he is ineligible for an agreement (example, in-kind payment, payment for services not allowable).

Office of Family Security has no responsibility for monitoring the contributions. OFS will provide a copy of the executed agreement to the contributor, the facility and to the State Internal Revenue Office.

D. OFS Coordination with Louisiana State Department of Revenue

A copy of the completed written agreement, change in written agreement or letter from relative cancelling a written agreement shall be forwarded by the parish office to the Louisiana Department of Revenue and Taxation, Income Tax Section.

Implementation of the Voluntary Family Responsibility Program on an emergency basis is necessary in order that individuals who are eligible for the State income tax credit for the 1983 tax year may execute the agreement required to claim the tax credit.

Roger P. Guissinger
Secretary

DECLARATION OF EMERGENCY

**Department of Wildlife and Fisheries
Wildlife and Fisheries Commission**

Resolution adopted by the Louisiana Wildlife and Fisheries Commission at its regular meeting held in Baton Rouge, LA on Tuesday, February 21, 1984:

WHEREAS, due to the exceptional weather conditions which existed throughout the State of Louisiana during the months of December, 1983 and January, 1984, and

WHEREAS, the harvest of nutria has been reduced in recent years due to low prices, and

WHEREAS, fur bearing populations are managed on an annual basis through trapping programs, and

WHEREAS, the unusual climatic conditions prohibited and delayed many trapping programs, and

WHEREAS, fur technicians of the Department of Wildlife and Fisheries have determined that excessive annual populations presently exist in several coastal ecosystems which would result in environmental damage to habitat conditions,

NOW, THEREFORE, BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission does hereby extend the trapping season in the South Zone through March 15, 1984.

Jesse J. Guidry
Secretary

Rules

RULE

Commissioner of Agriculture Advisory Commission on Pesticides

Notice is hereby given that the Commissioner of Agriculture, pursuant to Notice of Intent published in the *Louisiana Register* on November 20, 1983, and in accordance with the authority granted under R.S. 3:3203, and upon the recommendations of the Advisory Commission on Pesticides under the authority granted to the Commission under R.S. 3:3213, has adopted the following amendments and additions to the Rules and Regulations for the Implementation of R.S. 3:3201-3257 following public hearings conducted on November 30, 1983, in Baton Rouge before the Advisory Commission on Pesticides; on December 7, 1983, in Monroe; on December 8, 1983, in Shreveport; on December 14, 1983 in Gretna; on December 21, 1983, in Alexandria; on December 28, 1983, in Jennings; and on January 5, 1984, in Baton Rouge before the Advisory Commission on Pesticides:

7.0 Certification of Commercial Applicators

7.1 The Commissioner hereby establishes the following standards as qualifications required for certification:

* * * * *

B. An individual applying for certification in Categories 7b and 7c must have two years of experience in the phase of work in which he is making application. Required experience must be substantiated by a notarized statement acceptable to the Commissioner.

C. An individual applying for certification in Category 8d must have either (1) a bachelor's degree with at least 12 hours in entomology or (2) at least four years of experience in mosquito control working under supervision of a person certified in mosquito control. Required experience must be substantiated by a notarized statement acceptable to the Commissioner.

7.2 Categories are established on the basis of the location where the application of pesticides will be made, and each applicant for certification is required to successfully complete an examination in the category in which the applicant desires certification.

* * * * *

B. The Commissioner hereby establishes the following categories and subcategories of certification for commercial applicators:

* * * * *

(8) Public Health Pest Control. This category is for commercial applicators and state, federal and other government employees using or supervising the use of pesticides in public health programs for the management and control of pests having medical and public health importance. This category has been subdivided into five subcategories, as follows:

(a) Mosquito Control - Applicator. This subcategory is for commercial applicators and government employees who are applicators in mosquito control programs.

(b) Rodent Control. This subcategory is for commercial applicators and government employees who are applicators in rodent control programs.

(c) Community Public Health. This subcategory is for commercial applicators and government employees who are applicators concerned with the control of all arthropods and rodents of public health importance.

(d) Mosquito Control - Program Supervisor. This subcategory is for commercial applicators and government employees who are program supervisors in organized mosquito control programs.

(e) Antimicrobial Pest Control. This subcategory is for commercial applicators engaged in antimicrobial pest control using restricted use pesticides.

10.0 Fees

10.1 Fees required under Pesticide statutes and these regulations are as follows:

A. Registration of pesticides	\$15
B. Late charge for registration of pesticides	\$50
C. License fee	\$25
D. Late fee for license renewal	\$50
E. Equipment inspection fee (each item)	\$10
F. Field scout registration fee	\$ 5
G. Certification fee	\$ 5
H. Examination fee (examinations given in Baton Rouge)	\$ 5
I. Examination fee (examinations given in District Offices)	\$15
J. Certification card renewal fee	\$ 5

11.0 Licensing Requirements: Owner-operator, Pesticide Dealer, and Agricultural Consultant

11.1 Owner-Operators

A. Every owner-operator of a pesticide application business must have a current license issued by the Commissioner before making any applications of pesticides.

B. No person required by the provisions of R.S. 3:3243 to be licensed by the Commissioner shall be licensed as an owner-operator unless such person (1) has a current commercial applicator certification, or (2) employs a person having a current commercial applicator certification. All persons applying pesticides under an owner-operator license must maintain their commercial applicator certification in current status at all times.

C. No person may apply pesticides under an owner-operator license unless (1) such person is named on the application for license, or (2) if employed subsequent to issuance of the license or on a temporary basis, the owner-operator has notified the Commissioner of such employment prior to the first day of such employment. Initial notification of employment subsequent to issuance of the license may be made by telephone but must be confirmed, in writing, by the owner-operator within three days after the first day of employment.

D. Prior to issuance of the license, the applicant for an owner-operator license shall file proof of financial responsibility with the Commissioner, as follows:

(1) Ground applicators	\$25,000
(2) Aerial applicators who do not apply phenoxy herbicides	\$25,000
(3) Aerial applicators who apply phenoxy herbicides	\$50,000

E. Proof of financial responsibility may be made by any of the following means:

(1) Filing a surety bond in the proper amount, written by a company authorized to do business in Louisiana and conditioned

upon the licensee fulfilling his obligations to persons proven to have suffered damages as a result of actions of the owner-operator or any of his employees. Such surety bond shall provide for 90 days written notice to the Commissioner prior to cancellation.

(2) Filing a certificate of insurance, in the form prescribed by the Commissioner, in the same amount as required for a surety bond. Such insurance shall be payable to the benefit of persons proven to have suffered damages as a result of the actions of the owner-operator or any of his employees and shall provide for 30 days written notice to the Commissioner prior to cancellation. An owner-operator shall not change the amount of such insurance during the period of the license without the prior written approval of the Commissioner.

(3) Filing a certificate(s) of deposit in the same amount as required for a surety bond. Such certificates of deposit shall be assigned to the Commissioner, endorsed, and deposited with the Commissioner. Holders of such certificates shall continue to draw all interest thereon. Upon the request of the certificate holder, certificates of deposit may be exchanged at maturity, under procedures acceptable to the Commissioner.

(4) Filing an irrevocable letter of credit, issued by a guarantor and in a form acceptable to the Commissioner, which shall be non-cancellable during the term of the license for which the irrevocable letter is offered as security.

(5) Depositing cash equal to the amount required for the surety bond with the Commissioner, which cash shall remain on deposit until replaced by other security acceptable to the Commissioner or until expiration, suspension, or revocation of the license.

F. Failure to maintain the required security in full force and effect throughout the license period, as required under Rule 11.1 D, shall subject a licensee to immediate suspension or revocation of his license.

G. Applicants for owner-operator license must satisfactorily complete the application form prescribed by the Commissioner and pay the fee specified under Rule 10.1 C prior to issuance of the license.

H. Prior to issuance of the license and/or during the period of licensure, persons applying for owner-operator license under a corporate name must provide proof of compliance with Louisiana's Corporation Laws upon the Commissioner's request.

I. Each application for owner-operator license must list all commercial applicators employed on a regular basis when the application is filed. Commercial applicators hired after the license is issued must be certified to the Commissioner as required under Rule 11.1 C hereof.

J. All mechanically powered pesticide application equipment used by any person required by the provisions of R.S. 3:3243 to be licensed by the Commissioner must be inspected by the Department prior to May 31 following issuance of the license, or within 30 days after issuance of any license dated after January 1. The inspector shall affix a decal to all equipment found to be in compliance with these regulations. It is the responsibility of the licensee to make certain that his equipment is inspected, approved, and a decal affixed prior to May 31, or, if licensed after January 1, within 30 days after the date of the license. Failure to have decals on pesticide application equipment within the time prescribed under this Rule shall subject a licensee to immediate suspension or revocation of his license.

K. Owner-operator licenses shall be valid until December 31 following date of issue and must be renewed annually by filing the application form prescribed by the Commissioner, together with the fee specified in Rule 10.1 C, prior to December 31. A late fee of \$50 shall be imposed on any applicant filing application for renewal of an owner-operator license after December 31.

L. Licensed owner-operators who apply any pesticides

which, upon disposal, are classified as hazardous wastes must comply with all rules adopted by the Commissioner to regulate the handling of such pesticides prior to renewal of the license. If licensed after January 1, owner-operator must comply with all rules regulating the handling of pesticides which, upon disposal, are classified as hazardous wastes within 30 days after issuance of the license.

M. Any person whose license or required certification has been suspended or revoked may be required to appear before the Advisory Commission on Pesticides prior to issuance of a new license or certification. No owner-operator license or required certification shall be reinstated after suspension or revocation unless the applicant for reinstatement has complied fully with all requirements of this Rule.

N. The Commissioner may deny an owner-operator license or commercial applicator certification to any person who:

- (1) Fails to demonstrate a knowledge of pesticides necessary for the safe and efficacious use thereof;
- (2) Fails or has previously failed to comply with any requirement of these regulations and/or the Pesticides statutes;
- (3) Has previously been adjudged, in a properly conducted adjudication procedure, to have violated any provisions of the Pesticide statutes and/or these regulations; and/or
- (4) Has failed to apply for and receive a decal for every item of mechanically powered pesticide application equipment used in the operation of the business.

11.2 Pesticide Dealers Selling Restricted Use Pesticides

A. Pesticide dealers must be licensed by the Commissioner prior to making any sales of restricted use pesticides.

B. No person shall be licensed as a pesticide dealer unless such person (1) holds a current pesticide salesperson certification, (2) employs at least one person who holds a current pesticide sales person certification, or (3) holds a current commercial applicator certification.

C. No person shall sell restricted use pesticides unless (1) his/her name is listed on the application for pesticide dealer license, or (2) if employed after issuance of the license, the licensed pesticide dealer has notified the Commissioner of such employment, in writing, within 30 days after the first day of such employment. Such subsequent notification shall contain the name, address, and certificate number of certified pesticide salespersons who are employed after the license is issued.

D. No licensed pesticide dealer may sell, offer for sale, or hold for distribution any pesticide which has not been registered with the Department as required by R.S. 3:3221.

E. Applicants for pesticide dealer license shall satisfactorily complete the application form prescribed by the Commissioner and pay the fee required under Rule 10.1 C hereof prior to issuance of the license.

F. Each application for pesticide dealer license shall contain the name, address, and certificate number of all certified pesticide salespersons.

G. Within 30 days after termination of any certified pesticide salesperson listed on the license application form and/or certified to the Commissioner after issuance of a pesticide dealer license, the licensee must notify the Commissioner, in writing, of such termination.

H. Whenever such termination results in no certified pesticide salesperson at a licensed pesticide dealer's business, the pesticide dealer license shall be revoked 30 days after such termination, unless the licensee employs another certified pesticide salesperson within 30 days after termination of the original employee. In such event, the licensee may request the administration of an examination for pesticide salesperson certification on a priority basis, and the examination shall be immediately administered.

I. Pesticide dealer licenses shall be valid until December 31 following date of issue and must be annually renewed by filing the application form prescribed by the Commissioner, together with the fee required under Rule 10.1 C, prior to December 31. A late fee of \$50 shall be imposed on any applicant filing application for renewal of a pesticide dealer license after December 31.

J. Any person whose license or required certification has been suspended or revoked may be required to appear before the Advisory Commission on Pesticides prior to issuance of a new license or certification. No pesticide dealer license shall be reinstated after suspension or revocation unless the applicant for reinstatement has complied fully with all requirements of this Rule.

K. The Commissioner may deny a pesticide dealer license or pesticide salesperson certification to any person who:

- (1) Fails to demonstrate a knowledge of pesticides necessary for the safe and efficacious use thereof;
- (2) Fails or has previously failed to comply with any requirement of these regulations and/or the Pesticides statutes; and/or
- (3) Has previously been adjudged, in a properly conducted adjudication procedure, to have violated any provisions of the Pesticides statutes and/or these regulations.

11.3 Agricultural Consultants

A. No person shall be licensed as an agricultural consultant unless such person (1) is currently certified as an agricultural consultant, or (2) employs a person currently certified as an agricultural consultant.

B. No person shall make pesticide recommendations for a fee unless (1) his/her name is listed on the application for agricultural consultant license, or (2) if employed after issuance of the agricultural consultant license, the licensee has notified the Commissioner in writing within 30 days after the first day of such employment. Notification of employment after the license is issued shall include the name, address, and certificate number of agricultural consultants employed by the licensee.

C. All applicants for agricultural consultant licenses shall complete the application form prescribed by the Commissioner and pay the fee required under Rule 10.1 C hereof prior to issuance of the license.

D. Each application for agricultural consultant license shall include the name, address, and certificate number of all certified agricultural consultants and the name and address of all field scouts employed by the applicant when the application for license is filed.

E. Each licensed agricultural consultant shall register every field scout employed under his/her license with the Commissioner within 30 days after the first day of the scout's employment. The registration shall remain valid during the scout's employment by the agricultural consultant applying for field scout registration, without renewal, but shall be cancelled upon termination of such employment. Each agricultural consultant shall notify the Commissioner, in writing, within 30 days after termination of any field scout.

F. Each field scout registered by a licensed agricultural consultant shall be issued a registration card. The field scout shall carry the registration card on his/her person when engaged in field counts and shall display the registration card upon reasonable request.

G. Agricultural consultant licenses shall be valid until December 31 following date of issue and shall be renewed annually by filing the application form prescribed by the Commissioner, together with the fee required under Rule 10.1 C, prior to December 31 of each year. A late fee of \$50 shall be imposed on any applicant filing application for renewal of an agricultural consultant license after December 31.

H. Any person whose license or required certification has

been suspended or revoked may be required to appear before the Advisory Commission on Pesticides prior to issuance of a new license or certification. No agricultural consultant license shall be reinstated after suspension or revocation unless the applicant for reinstatement has complied fully with all requirements of this Rule.

I. The Commissioner may deny an agricultural consultant license or certification to any person who:

- (1) Fails to demonstrate a knowledge of pesticides necessary for the safe and efficacious use thereof;
- (2) Fails or has previously failed to comply with any requirement of these regulations and/or the Pesticides statutes; and/or
- (3) Has previously been adjudged, in a properly conducted adjudication procedure, to have violated any provisions of the Pesticides statutes and/or these regulations.

12.0 Regulations Governing Application of Pesticides

12.1 General Requirements

A. No person shall apply pesticides as a commercial applicator unless such person is:

- (1) licensed as required under Rule 11.1 hereof,
- (2) employed by a person licensed as required by Rule 11.1 hereof,
- (3) making ground applications of pesticides under the direct supervision of a person certified as a commercial applicator, or
- (4) certified in Demonstration and Research.

B. No person shall apply any pesticide which is not registered with the Department and the EPA, provided that this restriction shall not apply to (1) activities conducted by persons certified in Demonstration and Research, and (2) activities conducted under an approved experimental use permit.

C. No person who is required under the provisions of R.S. 3:3243 to be licensed by the Commissioner shall apply pesticides with mechanically powered pesticide application equipment which does not bear a current decal affixed by the Commissioner, except as provided under Rule 11.1 J.

D. No person shall apply any ester compound of phenoxy herbicide containing an aliphatic alcohol radical with less than six carbon atoms at any location within Louisiana.

E. All pesticides shall be applied in accordance with label and labeling requirements.

F. All persons who apply pesticides aerially must be certified as commercial applicators.

G. No person who is required under the provisions of R.S. 3:3243 to be licensed by the Commissioner may dispose of any unused portions of pesticides and/or rinsate of pesticides at any location other than a site approved by the Commissioner.

12.2 Restrictions on Application of Certain Pesticides

A. Effective as of July 1, 1984, the Commissioner hereby declares that, in addition to all other pesticides classified by EPA as restricted use pesticides, the pesticides listed in Rule 12.2 B are classified as restricted use pesticides within the State of Louisiana, except:

- (1) when formulated in concentrations of two percent or less, or
- (2) when formulated with fertilizer for use by homeowners.

B. The following pesticides may not be applied by commercial applicators during the times set forth in this Rule in the areas listed in Rules 12.2 C, 12.2 D and 12.2 E hereof.

Chemical Name	Common Name
1. 4-amino-3,5,6-trichloro-picolinic acid	Picloram
2. Arsenic trioxide	—
3. 3-chlorophenoxy-alpha-propionamide	3-CPA
4. 4-chlorophenoxy acetic acid	4-CPA

5. 2,4-dichlorophenoxy acetic acid	2,4-D
6. 4-(2,4-dichlorophenoxy) butyric	2,4-DB
7. 2-methoxy-3,6-dichlorobenzoic acid	Dicamba
8. 2-methyl-4-chlorophenoxy acetic acid	MCPA
9. 4-(2 methyl-4-chlorophenoxy) butyric acid	—
10. 2-(2 methyl-4-chlorophenoxy)	2-MCPP
11. Arsenic acid	Arsenic
12. Sodium arsenite	—
13. (2,4,5-trichlorophenoxy) acetic acid	2,4,5-T
14. 2-(2,4,5-trichlorophenoxy) ethyl 2,2-dechlorophropionate	—
15. 2-(2,4,5-trichlorophenoxy) propionate	Silvex
16. Tris (2,4-dichlorophenoxy ethyl) phosphite	—
17. A mixture of tri-, tetra-, and polychlorobenzoic acid	—

C. The pesticides listed in Rule 12.2 B shall not be applied by commercial applicators between March 15 and September 15 in the following parishes:

(1) Avoyelles	(14) Morehouse
(2) Bossier	(15) Natchitoches
(3) Caddo	(16) Quachita
(4) Caldwell	(17) Pte. Coupee, Ward 2
(5) Catahoula	(18) Rapides
(6) Claiborne, Ward 4	(19) Red River
(7) Concordia	(20) Richland
(8) DeSoto, Ward 7	(21) St. Landry, Ward 4
(9) East Carroll	(22) Tensas
(10) Franklin	(23) Union
(11) Grant	(24) West Carroll
(12) LaSalle	(25) Winn, Ward 7
(13) Madison	

D. The pesticides listed in Rule 12.2 B shall not be applied by commercial applicators between March 1 and June 15 in the area between the Mississippi River and Highway 61 in the Parishes of St. James and St. John the Baptist.

E. The pesticides listed in Rule 12.2 B shall not be applied by commercial applicators in the Parish of Plaquemines.

F. In any application of the pesticides listed in Rule 12.2 B in any of the areas listed in Rules 12.2 C, 12.2 D, or 12.2 E, the wind speed at the time of application shall determine the distance which must separate the center of the swath from the nearest inhabited structure and/or susceptible crop, as follows:

Wind Speed	Minimum Distance	
	Aerial Equipment	Ground Equipment
0- 3 mph	½ mile downwind	⅛ mile downwind
	½ mile crosswind	⅛ mile crosswind
	50 feet upwind	20 feet upwind
3- 6 mph	1 mile downwind	½ mile downwind
	½ mile crosswind	¼ mile crosswind
	50 feet upwind	5 feet upwind
6-10 mph	2 miles downwind	½ mile downwind
	½ mile crosswind	¼ mile crosswind
	50 feet upwind	5 feet upwind

Above 10 mph Prohibited
Note: "Crosswind" means 90 degrees (+ or - 10 degrees) from the flight path or the direction of the application.

G. No commercial applicator may make application of the following pesticides except in compliance with the wind speed restrictions set forth in Rule 12.2 F above:

	Chemical Name	Common Name
1.	3 ¹ , 4 ¹ - Dichloropropionanilide	Propanil
2.	1:1-Dimethyl-4,4' - Bipyridinium (cation) dichloride	Paraquat

H. Whenever an inhabited structure at the site of application is located at a distance less than the distance specified in Rule 12.2 F, the prohibition relative to the distance between the swath of the application and an inhabited structure shall not apply when the owner, renter, or lessee occupying the structure grants written authorization for the pesticide application.

I. Hand injections of pesticides are exempt from the requirements of Rule 12.2 F.

J. If label and labeling requirements relative to wind speed are more restrictive for the pesticide being applied than the restrictions set forth in Rule 12.2 F, label and labeling requirements shall determine the minimum distance from inhabited structures and susceptible crops.

12.3 Waiver of Restrictions Contained in Rule 12.2

A. No commercial applicator shall apply any of the pesticides listed in Rule 12.2 B in the parishes and during the periods specified in Rules 12.2 C, 12.2 D, and 12.2 E without written authorization from the Commissioner prior to such application.

B. The Commissioner may waive the time restrictions on application of pesticides listed in Rule 12.2 B upon written request, as follows:

(1) Any commercial applicator desiring a waiver of any restriction contained in Rule 12.2 shall apply to the Commissioner at least 24 hours prior to the date scheduled for application of the pesticide.

(2) The application for waiver shall be submitted on a form provided by the Commissioner and shall contain the following information:

- a) the name and address of the person requesting the application,
- b) the name of the applicator who will actually make the application,
- c) the name of the owner-operator, if different from the applicator making the application,
- d) the location where the application will be made, including the crop and name and address of the landowner,
- e) the proposed date and hour when the application is scheduled, and
- f) any other information pertinent to the specific waiver application which may be required by the Commissioner.

C. Both the commercial applicator and the person for whom the pesticide application will be made must sign and date the waiver application.

12.4 Regulations Governing Aerial Application of Pesticides to Rights-of-Way for Control of Woody Vegetation.

A. This Rule applies only in parishes whose governing bodies have appeared in public hearing before the Advisory Commission on Pesticides and thereafter secured the approval of the Commissioner for the enforcement of this Rule.

B. The Commissioner will notify each owner-operator who is certified in Right-of-Way Pest Control, in writing, whenever a parish governing authority is approved to enforce the provisions of this Rule.

C. Each applicator intending to make an aerial application of pesticides to control woody vegetation on public utility rights-of-way in such parishes must notify the Office of Pesticides and Environmental Programs, in writing, at least 15 days prior to the anticipated date of the application. That notice shall contain:

- (1) Anticipated dates and times of application,
- (2) Description of the area(s) where the application will be made,

(3) A telephone number and address of the applicator's office to which citizens can report sensitive areas to the applicator prior to the scheduled application, and

(4) The pesticides to be applied.

D. Within five days after receipt of notice from an applicator, the Department shall:

(1) Notify the governing authority of any parish which has secured the approval of the Commissioner for enforcement of this Rule, such notice to include all information required under Rule 12.4 C, and

(2) Issue a news release to all media within such parish, which news release shall contain all information required under Rule 12.4 C.

E. The governing authority may make additional publications of the notice by any means considered appropriate by the governing authority. The governing authority shall notify the Office of Pesticides and Environmental Programs of the media utilized for such additional public notice concerning the scheduled application.

F. No commercial applicator may make aerial application of pesticides to control woody vegetation on public utility rights-of-way in any manner inconsistent with label and labeling requirements for the pesticide applied.

G. Before pesticides are applied to rights-of-way for control of woody vegetation, the applicator shall fly a reconnaissance flight over the right-of-way to be sprayed.

12.5 Damage Complaints

A. Persons filing damage complaints shall, at the same time the complaint is filed, execute a consent form granting access to the property alleged to have been damaged.

B. Each person filing a damage complaint must notify the Commissioner at least 24 hours before the start of harvest of the property alleged to have been damaged.

C. Whenever any person filing a damage complaint fails to provide the required prior notice before the start of harvest, no final production assessment shall be made by the Department.

13.0 Regulations Governing Bulk Pesticides

13.1 Definitions

A. "Bulk pesticide" means any registered pesticide which is transported or held in an individual container in undivided quantities of greater than 55 U. S. gallons liquid measure or 100 pounds dry weight.

B. "Bulk repackaging" means the transfer of bulk quantities of a registered pesticide from one bulk container to another bulk container in an unaltered state in preparation for sale to another person. Transfer of less than bulk quantities is prohibited.

13.2 No person shall install or operate facilities engaged in bulk distribution of restricted use pesticides to owner-operators or private applicators in this state unless such person has made written notification of such activity by completing the form prescribed by the Commissioner.

13.3 Storage of Bulk Pesticides

A. Only products registered with the Department may be stored in bulk.

B. Bulk pesticide storage facilities shall be located a suitable distance from adjacent buildings, property lines, or public access roads.

C. Bulk pesticides must be stored on a foundation which meets the following requirements:

- (1) Must be solidly constructed of a material sufficiently impervious to contain leaks, spills, and accumulated pesticides and/or rinsate of pesticides;
- (2) Must be free of leaks;
- (3) Must be sloped to facilitate clean-up of inadvertent spills; and

(4) Must be constructed with a rim of sufficient height to contain runoff from cleanup activities of inadvertent spills and prevent runoff of flood waters.

D. Containers and accessory equipment used for storage and handling of bulk pesticides shall be of materials and construction compatible with the pesticide stored and the conditions of storage.

E. Permanent liquid bulk storage container installations shall be constructed with a secondary means of containment.

(1) Secondary containment shall be constructed of materials of sufficient thickness, density and composition to contain any discharged material.

(2) Secondary containment for outside storage must provide a minimum of 110 percent of the capacity of the largest single container. Suitable measures shall be used for containment of tanks stored under roof or within other enclosures.

(3) All rinsate and/or minor spillage in a secondary containment shall be disposed of as provided by the product's label and labeling requirements when feasible or deposited in a closed containment system as herein required. If the pesticide is classified, upon disposal, as a hazardous waste, such rinsate/spillage shall be disposed of in a permitted hazardous waste facility.

F. Bulk storage containers must be equipped with locking devices and other appropriate measures such as lighting or security fencing to discourage ready access by unauthorized persons to the bulk container storage area when unattended.

G. Bulk storage containers shall be equipped with suitable sample points; official samples drawn from such containers shall be accepted without question as being representative of the contents of such containers.

H. The registered product label shall be affixed in a prominent location on the outside of all bulk storage containers.

I. Underground storage of bulk pesticides is prohibited.

13.4 Transportation of Bulk Pesticides

A. Containers used to transport pesticides must meet all applicable standards of the Louisiana Department of Transportation and Development.

B. Containers must be secured to prevent significant movement during transportation.

C. A label for the registered pesticide product must accompany each shipment of the pesticide.

13.5 Loading and Handling of Bulk Pesticides

A. Bulk pesticides shall be handled and/or loaded so as to prevent damage to persons, livestock, crops, and/or environment.

B. Toxicity and volatility of bulk pesticides shall be considered in loading practices.

C. Prior to refilling bulk storage containers, the containers must be thoroughly rinsed, under procedures equivalent to triple-rinsing procedures, except when a container is refilled with the same pesticide.

13.6 Distribution of Bulk Pesticides

A. Transfer of a registered bulk pesticide from one size container to another for sale or delivery in bulk quantities may be made, provided:

(1) the person making such transfer has filed the bulk pesticides notification form prescribed by the Commissioner, and

(2) there is no change in the pesticide formulation, the product label (except addition of the required EPA establishment number and net contents statement), or the party responsible for maintaining the integrity of the product.

B. Bulk pesticides may be repackaged for sale only in containers which meet the requirements of this Rule.

C. Scales or meters used for sales of bulk pesticides shall meet the specifications of the Department's Weights and Measures Division; appropriate measures shall be taken to prevent contamination of the product during transfer with scales or meters.

13.7 Notification of Spills — If any spill of bulk pesticides occurs, immediate telephone notification must be made to the Director of Pesticides and Environmental Programs. The telephone notification must be confirmed in writing within three days after the spill.

14.0 Requirements for Mechanically Powered Pesticide Application Equipment Used by Commercial Applicators

14.1 The following systems or controls must be present and in good operating order prior to the issuance of a decal:

A. Aerial and ground application equipment:

(1) The hopper must be free of leaks and in good working order, and

(2) All equipment must include a properly functioning pressure gauge.

B. Aerial application equipment:

(1) The booms, nozzles, and hose fittings must be free of leaks;

(2) The emergency dump, if present on an aircraft, must be free of leaks when in the closed position;

(3) There must be a main fluid filter between the main tank and the boom system; and

(4) The distance between the outermost nozzles on the boom of a fixed-wing aircraft shall not be more than 90 percent of the wing span of the aircraft. The boom on the rotary-winged aircraft may not exceed the rotor diameter. The Commissioner may waive these requirements for specific aircraft.

15.0 Monitoring of Commercial Applicator Operations

15.1 Duly authorized representatives of the Commissioner may inspect all pesticide applicator operations semi-annually, with or without prior notification, provided that the Commissioner may monitor such sites on a more frequent basis whenever, in his sole discretion, he determines that there is a need for more frequent monitoring of any specific commercial applicator.

15.2 In such monitoring, the authorized representative of the Commissioner shall:

A. Inspect the physical surroundings of the site to determine that all requirements of these regulations have been complied with,

B. Inspect the records required under Rule 17.0,

C. Take samples, as determined by the Commissioner, at any of the following locations:

(1) Any site where an application of pesticides has been made by the applicator,

(2) Any base storage,

(3) Any containment tank for pesticides which, upon disposal, are classified as hazardous wastes,

(4) Any surface impoundment,

(5) Any wash pad,

(6) Any soils or water, flowing or still, at any location on or adjacent to the base operation, or

(7) Any application equipment (i.e., hopper tanks and connections, mixing tank, etc.).

15.3 Any samples taken as above provided shall be marked for identification under chain of custody procedures and shall be analyzed in accordance with procedures approved by the Association of Official Analytical Chemists and/or other methods approved by the U. S. Environmental Protection Agency.

15.4 The owner-operator from whose operations any sample is taken shall be provided with a copy of the analysis results within 30 days after the analysis is completed.

16.0 Other Access Requirements

16.1 Pesticide dealers and pesticide salespersons

A. The Commissioner, upon reasonable request, shall be permitted access to any premises where restricted use pesticides are sold, offered for sale, or held for distribution.

B. The Commissioner may examine the records required under Rule 17.2 and may take samples of any restricted use pesticides found on the premises.

C. Such samples shall be marked for identification by accepted chain of custody requirements and shall be analyzed in accordance with procedures approved by the Association of Official Analytical Chemists and/or other methods approved by the U. S. Environmental Protection Agency.

D. The owner of any restricted use pesticide from which such sample is taken shall be provided with a copy of the analysis results within 30 days after the analysis is completed.

16.2 Agricultural consultants — The Commissioner, upon reasonable request, shall be permitted access to the records required under Rule 17.3.

17.0 Record-keeping requirements

17.1 Owner-operators and commercial applicators — Each owner-operator shall accurately maintain, for a period of two years, the following records, in a current condition, relative to the application and management of pesticides:

- A. The name and business or residence address of the person for whom the pesticide was applied,
- B. The location where the pesticide was applied,
- C. The date and time when the pesticide was applied,
- D. The crop to which the pesticide was applied,
- E. The name of the pesticide applied,
- F. The rate of application,
- G. The name of the certified applicator who applied the pesticide.

17.2 Pesticide dealers and salespersons

A. The requirements of this Rule apply to sales of (1) pesticides classified as restricted use pesticides by the Commissioner or the EPA, (2) pesticides which, upon disposal, are classified as hazardous wastes, and (3) pesticides listed in Rule 12.2 B, except when sales of pesticides listed in Rule 12.2 B are:

- (1) sold in concentrations of two percent or less, or
- (2) formulated with fertilizers for use by homeowners.

B. Licensed pesticide dealers, certified pesticide salespersons, and/or persons under the direct supervision of a certified dealer or salesperson shall maintain the following records on a current basis for a period of two years:

- (1) The name and amount of the pesticide purchased and/or sold,
- (2) The date of all purchase and/or sale transactions,
- (3) The name, address, and certification number of the purchaser, including the purchaser's name, address, and certification number in all purchases made for "cash",
- (4) The name of the person handling any sales of pesticides covered by this Rule.

C. Whenever any pesticides which, upon disposal, are classified as hazardous wastes are delivered to a purchaser, the records required under this Rule shall include the name of the purchaser, amount of pesticide purchased, date of delivery, and location to which delivered.

17.3 Agricultural consultants

A. Every recommendation made by an agricultural consultant shall be in duplicate original and shall be dated and signed by the agricultural consultant.

B. Each recommendation made by an agricultural consultant shall include the following:

- (1) Name and address of person purchasing the consultant's services,
- (2) Location, including the crop, for which the recommendation is made,
- (3) The pesticide or pesticides recommended,
- (4) The recommended rate of application,

(5) A brief statement as to the reasons for the recommendation,

(6) The date on which the recommendation is given.

C. The pesticide recommendation shall be given to the purchaser of the consultant services or his designee and a copy shall be maintained in the records of the agricultural consultant.

D. The Commissioner, or his duly authorized representative, shall be permitted access to such records upon reasonable request.

18.0 Penalties for violation of Pesticide statutes and these regulations

18.1 The Commissioner may suspend or revoke any license issued under the provision of R.S. 3:3241-3257 and/or may assess a civil penalty not to exceed \$5,000 for violation of any provision of R.S. 3:3201 through 3:3257 or any violation of a regulation enacted under the authority of said statutes.

18.2 Each separate day on which any violation occurs may be considered as a separate violation.

18.3 No penalty may be assessed by the Commissioner prior to the holding of an adjudicatory hearing before the Advisory Commission on Pesticides. Such adjudicatory hearing shall be conducted in accordance with the requirements of the Louisiana Administrative Procedure Act; any person alleged to have violated any provision of the Pesticide statutes or these regulations shall be accorded all of the rights and privileges guaranteed under said Act.

18.4 The Advisory Commission on Pesticides shall recommend penalties to be imposed as a result of findings of fact and/or conclusions of law that a violation occurred.

18.5 Whenever the Commissioner fails to accept the recommendations of the Advisory Commission on Pesticides for the imposition of penalties following an adjudicatory proceeding, the Commissioner shall notify the Commission, in writing, of the reasons for his failure to accept the Commission's recommendations.

Bob Odom
Commissioner

RULE

Commissioner of Agriculture Federal/State Meat and Inspection Program

Notice is hereby given that the Commissioner of Agriculture, pursuant to Notice of Intent published on December 20, 1983, and under the authority contained in R.S. 40:2282, has repealed Rule 9.4 of the Rules and Regulations for the Administration of the Louisiana Cooperative Federal/State Meat and Poultry Inspection Program.

Bob Odom
Commissioner

RULE

Department of Commerce Licensing Board for Contractors

At its meeting February 14, 1984, the State Licensing Board for Contractors held the public hearing after the Notice of Intent to change Rule IV was published in the Register. The rule was adopted, after the hearing, to read as follows:

"The annual fee for licenses for the following year shall be set by the board at its October meeting each year. The annual fee in no case for renewal of licenses shall be more than \$100 for any one major classification or subdivision thereof, and not more than \$50 for each specialty, additional major classification or subdivision thereof. In no case shall the maximum fee exceed \$300. In addition, there will be a \$25 charge for a structural change."

Rule IV was then presented to the legislative committee on March 2, 1984, which resulted in no change from the above.

Roy A. Yarborough
Assistant Executive Director

RULE

Department of Commerce Minority Business Development Authority

The Louisiana Minority Business Development Authority published the following Notice of Intent on October 20, 1983:

Effective July 1, 1983, payments on approved LAMBDA direct loans will be considered late if not received within ten days of the payment due date. Beginning on the eleventh day following the scheduled due date, a late fee of 10 percent of the monthly payment will be assessed.

The word "calendar" has been added to the rule as a technical amendment. The rule now reads:

Effective July 1, 1983, payments on approved LAMBDA direct loans will be considered late if not received within ten calendar days of the payment due date. Beginning on the eleventh day following the scheduled due date, a late fee of 10 percent of the monthly payment will be assessed.

Nadia L. Goodman
Director

RULE

Department of Commerce Office of Financial Institutions

Sale of Thrift Club Memberships

A licensed or supervised lender may offer and sell thrift club memberships at any location where supervised loans are made. In addition, the cost of such thrift club memberships may, at the consumer's option, be payable from the proceeds of consumer loans and included in the amount financed, provided that:

1. The sale of the thrift club membership is not a factor in the approval of credit and this fact is clearly disclosed in writing to the consumer.

2. In order to obtain the thrift club membership, the consumer gives specific affirmative written indication of his or her desire to purchase it after receiving written disclosure of the cost.

Hunter O. Wagner, Jr.
Commissioner

RULES

Board of Elementary and Secondary Education

Rule 3.02.04.e

The Board adopted an amendment to BESE Agenda Item 29 (September, 1983) to include authorization for the superintendents of BESE special schools and Special School District No. 1 to accept employee resignations in the name of BESE.

Rule 3.02.04.f

The Board adopted an amendment to BESE Agenda Item 8-G-2 of the October 27, 1983 Minutes, page 20, to include authorization for the superintendents of BESE special schools and Special School District No. 1 to suspend employees without pay for up to 90 days in the name of the Board, pending Board action on a recommendation for termination.

Rule 3.02.02

The Board adopted the revised Attendance Policy for Vocational Technical Schools.

Rule 3.03.04

The Board adopted the following revised special fee

schedule for non-residents in the Marine Upgraded Program at Louisiana Marine and Petroleum Institute:

Master on Mate	\$60
Engineer	40
Crewboard Operator	40
Towing Operator	60
Able Seaman	25
Oiler	25
Lifeboatman	12
Tankerman	6

James V. Soileau
Executive Director

RULE

Department of Environmental Quality Environmental Control Commission

Under the authority of the Louisiana Environmental Quality Act of 1983, La. R.S. 30:1136 A (1) and (5) and/or the Louisiana Environmental Affairs Act of 1979, La. R.S. 30:1066 (1) and (8) and in accordance with the provisions in La. R.S. 49:951 et seq., the Louisiana Environmental Control Commission (ECC) and the Secretary of the Department of Environmental Quality, Winston R. Day adopted amendments to the Louisiana Hazardous Waste Regulations (LHWR) on February 23, 1984. Prior to the final adoption of the amendments by the Commission and Secretary, the proposed regulations were forwarded to, and found acceptable by, the Joint Committees on Natural Resources.

Persons requesting copies and/or further information concerning the LHWR amendments may contact Ms. Patsy Deaville, Department of Environmental Quality, Hazardous Waste Management Division, Box 44066, Baton Rouge, LA 70804-4066, or phone (504) 342-1227.

Winston R. Day
Secretary

RULE

Office of the Governor Division of Administration

Fiscal Policy and Procedure Memorandum No. 67 Uniform Policy for Travel in State-Owned Aircraft

In accordance with the authority vested in the Commissioner of Administration by Section 231 of Title 39 of the Revised Statutes of 1950 and in accordance with the provisions of the Administrative Procedure Act, R.S. 49:950-970 as amended, notice is hereby given of this intent to issue Policy and Procedure Memorandum No. 67, Travel in State-Owned Aircraft Policy, effective March 20, 1984. These regulations are both substantive and technical in nature, and are intended to specify the conditions under which aircraft owned and operated by the State of Louisiana may be utilized to transport State personnel; to identify personnel of State government who may utilize State-owned and operated aircraft; and to specify the rates to be charged for usage of State-owned and operated aircraft. These regulations apply to all State departments, boards, and commissions created by the Legislature or Executive Order, with the exceptions noted below, and operating from funds appropriated, dedicated, or self-sustaining; federal funds, or funds generated from any other source.

Legal Basis: L.R.S. 39:231: "The Commissioner, with the approval of the Governor, shall, by rule or regulation, prescribe the conditions under which each of the various forms of transportation may be used by State Officers and employees in the discharge of the duties of their respective offices and positions in

the State service and the conditions under which allowances will be granted for traveling expenses.”

I. Definitions: When used in these regulations, the following terms shall have meanings as set forth below:

A. State-owned aircraft: All aircraft owned and operated by any agency of State government. Unless otherwise indicated, this term shall be deemed synonymous to general transportation aircraft as defined below.

1. General transportation aircraft: Aircraft owned and operated by any State agency routinely for the general transportation of State Officers or State employees in the conduct of official State business.

2. Special purpose aircraft: Aircraft owned and operated by any State agency which has been (1) specially designed or modified to perform specific technical functions; or (2) specifically assigned to the performance of a specialized technical function, and which is being utilized in the performance of its designated special purpose.

When designated special purpose aircraft are being utilized for the general transportation of personnel, such aircraft shall be considered general transportation aircraft under this policy.

B. Classes of Travelers

1. State Officer

a. Statewide Elected Officials: Governor, Lieutenant Governor, Attorney General, Secretary of State, State Treasurer, Superintendent of Education, Commissioner of Agriculture, Commissioner of Elections, Commissioner of Insurance.

b. Duly elected members of the Louisiana Legislature.

c. Department Head as defined by Title 36 of the Louisiana Revised Statutes (Secretary, Deputy Secretary, Undersecretary, Assistant Secretary, and the equivalent positions in Higher Education and the Offices of Elected Officials). For the purposes of this policy, the Speaker of the House of Representatives and the President of the Senate shall be considered as being equivalent to Secretary of their respective chambers; no additional hierarchical levels of the chambers shall assume Department Head status for the Legislature without prior written approval of the Commissioner of Administration.

2. State employee: All employees below the level of State Officer.

3. Advisors and consultants who are called upon to contribute time and services to the State who are not otherwise required to be reimbursed through a contract for professional, personal, consulting services in accordance with R.S. 39:1481 et. seq.

4. Members of boards, commissions, and advisory councils required by federal or state legislation or regulation.

5. Sponsored travelers

a. Industrial inducement prospects when accompanied by a sponsoring State Officer or employee, when engaged in official State business.

b. Spouses of statewide elected officials and other State Officers to the level of Secretary of Departments when accompanied by the sponsoring State Officer, and when engaged in official State business. Spouses may only be transported on State-owned and operated aircraft on a space-available, standby basis. The provisions of this part shall not apply to the spouse of the duly elected Governor of the State of Louisiana, when same is performing travel instead of or on behalf of the Governor, and thus is engaged in official business of the State.

6. Sponsoring State Traveler: The State Officer or employee who assumes responsibility for the travel of a sponsored traveler in State-owned and operated aircraft by physically accompanying that sponsored traveler.

7. Other persons performing official State business who have prior written approval for travel from the Commissioner of

Administration, subject to the general provisions of air travel authorization provided in Sections III.A, IV.A, and V.A. of these Rules.

II. Usage of State-owned aircraft

A. Official State business: Any State Officer or State employee may utilize the aircraft owned and operated by the State for general transportation purposes in the conduct of official State business, in connection with the function of the department of the State Officer or employee, subject to the provisions of these Rules.

B. Personal usage: Aircraft owned and operated by the Office of Aviation and Public Transportation may be utilized for the personal transport of State Officers or employees on a space-available standby basis, subject to the following conditions:

1. Such travel shall be approved, in writing, by the appropriate department head on an individual trip basis prior to commencement of travel, and normal air travel authorization requirements shall be observed;

2. Such travel shall occur only on flights already scheduled by the OAPT to the desired destination of the requesting State Officer or employee;

3. Such travel shall occur only in the event that vacant seats are available on the desired flight;

4. Such travel shall not occur in the event that previously vacant seats become required for travel by other personnel on official State business; and

5. Payment for such travel shall be the personal responsibility of the State Officer or employee requesting the travel, at rates established in Section III.B.4 of these Rules. Charges for such travel shall in no way be the responsibility of the department of the State officer or employee.

C. Political usage: State-owned aircraft shall not be utilized to transport State Officers or State employees covered by these policies to any event, meeting, function or other occasion which is primarily political in nature, or for any other political purpose.

D. Any Statewide Elected Official who determines, under the authority of R.S. 39:231.B., that personal or political usage of State-owned and operated aircraft is necessary in performing the duties of his/her office and should, therefore, be conducted at public expense, is specifically exempted from the provisions of Section III.B.4.b, pertaining to personal responsibility for costs of such flights; Section II.B.5; and Section II.C of this policy. For the purposes of fee determination to the agency, flights of political nature scheduled by Statewide Elected Officials shall be billed in accordance with the schedule established for personal flights in Section III.B.4.b of this policy. All other provisions of this policy shall be applicable to travel in State-owned and operated aircraft by Statewide Elected Officials.

E. In order to effect these provisions of this policy, all passengers in State-owned aircraft shall provide specific information on the purpose of their travel at the time of reserving space and/or during check-in procedures. In the event that there is any question about the purpose of the flight for any particular passenger, it shall be assumed to be a personal usage request and shall be billed accordingly.

III. Policy for aircraft owned and operated by the Office of Aviation and Public Transportation (OAPT)

A. Authorization for Air Travel

1. Department heads shall be directly responsible for flights scheduled on OAPT aircraft by their organizations.

2. All air travel in aircraft owned and operated by OAPT must be authorized and approved in writing by the head of the department, board or commission from whose funds the traveler is paid, on forms designed or approved by the Division of Administration. A written record and file shall be maintained on all approved air travel authorizations. This authority shall not be

delegated by the department head to any other persons within the department.

3. The department head may approve an authorization for routine air travel for an employee who must travel in the course of performing his/her duties. A routine air travel authorization must be renewed each fiscal year, and must be submitted to the OAPT.

4. An authorization for routine air travel shall not cover travel out-of-state, travel to conferences and conventions, nor sponsored travel. All such air travel must receive prior, written approval from the department head on a case-by-case basis, and written justification for the request and approval must be maintained within the department's travel files.

5. Prior to departure, all passengers must have presented proper written authorization from the relevant department head to the OAPT. If necessary, passengers may present such authorization during check-in procedures.

Travelers for whom no authorization is on file shall not be transported in State-owned and operated aircraft, and the OAPT shall refuse to transport any traveler who fails to provide an air travel authorization form in accordance with this policy.

6. State Officers may be transported in State-owned and operated aircraft upon their own written authorization. However, travel authorization requirements of the General State Travel Regulations must be observed.

7. In no case shall any sponsored traveler be transported on any State-owned and operated aircraft when unaccompanied by the sponsoring traveler. The provisions of this part shall not apply to the spouse of the elected Governor of the State of Louisiana when same is acting instead of or on behalf of the Governor, and is therefore engaged in official business of the State.

8. All sponsored travel shall be in connection with official State business.

9. Each passenger to be transported in State-owned and operated aircraft shall be required to sign in for their flight prior to departure, identifying themselves by name, position and agency, as well as the purpose of travel and destination.

B. Prioritization of Passengers

1. Except for travel by the Governor of the State of Louisiana, all air travel shall be reserved and accommodated on a first-reserved, first-served basis.

2. Each agency is responsible for adequately determining its air travel needs and arranging sufficient space in aircraft owned and operated by the OAPT at least 48 hours prior to anticipated departure time.

3. Reservations for air travel made prior to the 48 hour period shall not be invalidated nor canceled by later reservations by any other party, except in the event of true emergency situations, natural disaster, or the air travel needs of the Governor.

4. All passengers in aircraft owned and operated by the OAPT shall be billed for air travel in accordance with the following fee schedule:

a. Official state business charges: Agencies shall be charged 40 cents per passenger seat per mile for each passenger seat reserved by that agency, with a minimum charge of \$100 per agency flight, plus a \$15 per hour per pilot per agency charge for ground waiting times.

b. Personal business charges: Passengers shall be charged 50 cents per seat per mile for each seat reserved, with a minimum charge of \$100 per passenger per flight, plus a \$25 per hour per pilot charge for ground waiting time. An advance deposit of \$100 must be received from all passengers reserving space for personal reasons prior to departure.

5. It is the responsibility of each agency to expeditiously handle any charges for air travel in connection with official state

business provided in State-owned and operated aircraft. Agencies shall bear no responsibility for charges resulting from personal business flights of State Officers or employees. Failure by an agency or individual passenger to meet its payment obligations for flights shall result in the loss of flight privileges on OAPT aircraft.

6. Cancellations of reserved space shall be made at least 48 hours prior to anticipated departure time. Any later cancellations may result in a cancellation charge of \$50 being assessed against the agency/individual, unless sufficient justification for the late cancellation is provided to the Commissioner of Administration.

7. OAPT shall have full authority to arrange for shared flights, based upon the destinations and reservations of agencies, in order to achieve full utilization of its aircraft. Agencies requiring private flights shall be responsible for the costs of all seats upon the aircraft reserved, in accordance with the preceding schedule of fees.

8. In the event that sufficient space is not available on OAPT aircraft, and time is of the essence, OAPT shall be contacted to arrange alternate transportation, either via commercial air charter service or on other State-owned aircraft. In no case should any agency personnel secure commercial air charter service without the assistance of OAPT personnel, unless a specific written authorization for same has been provided by the Commissioner of Administration.

IV. Policy for aircraft owned and operated by other State agencies utilized for general transport.

A. Authorization for Air Travel

1. All general transport air travel in aircraft owned and operated by State agencies must be authorized and approved in writing by the head of the department, board or commission from whose funds the traveler is paid, on forms designed or approved by the Division of Administration. Additionally, all air travel must be authorized and approved in writing by the head of the agency operating the aircraft. A file shall be maintained on all approved air travel authorizations. These authorities shall not be delegated by the department or agency heads to any other person within the department.

2. The department head may approve an authorization for routine air travel for an employee who must travel in the course of performing his/her duties. This routine air travel authorization must be renewed each fiscal year, and must be maintained by the department in its files.

3. An authorization for routine air travel shall not cover travel out-of-state, travel to conferences and conventions nor sponsored travel. All such air travel must receive prior, written approval from the department head on a case-by-case individual basis.

4. Prior to departure, all passengers must have presented proper written authorization from the relevant department head to the head of the agency operating the aircraft.

5. Travelers for whom no authorization is received shall not be transported in State-owned and operated aircraft.

6. State Officers may be transported upon their own written authorization, subject to approval of the particular travel by the head of the agency operating the aircraft. State Officers must observe the travel authorization requirements of the General State Travel Regulations.

7. The provisions of Sections III.A.7 and III.A.8 of this policy relative to sponsored travelers shall apply to travel in non-OAPT owned and operated aircraft.

8. Each passenger to be transported in State-owned and operated aircraft shall be required to sign in for their flight prior to departure, identifying themselves by name, position and agency, as well as the purpose of travel and destination.

9. Each State agency owning and operating aircraft may

devise procedures for identification and authorization of all passengers on its aircraft. Such procedures and policies shall be subject to the review and approval of the Commissioner of Administration.

B. Full utilization of State-owned aircraft: Each agency owning and operating State-owned aircraft shall assist the OAPT as far as is feasible in providing services to State travelers.

C. All passengers in aircraft owned and operated by State agencies shall be billed for air travel in accordance with the following fee schedule:

a. Official state business charges: Agencies shall be charged 40 cents per passenger seat per mile for each passenger seat reserved by that agency, with a minimum charge of \$100 per agency flight, plus a \$15 per hour per pilot per agency charge for ground waiting times.

b. Personal business charges: Passengers shall be charged 50 cents per seat per mile for each seat reserved, with a minimum charge of \$100 per passenger per flight, plus a \$25 per hour per pilot charge for ground waiting time. An advance deposit of \$100 must be received from all passengers reserving space for personal reasons prior to departure.

V. Special Purpose Aircraft

A. Authorizations

1. All air travel in special purpose aircraft owned and operated by the State must be authorized and approved in writing by the head of the department, board or commission from whose funds the traveler is paid, on forms designed or approved by the Division of Administration. A file shall be maintained on all approved air travel authorizations.

2. Those state personnel who must regularly use special purpose aircraft for the special purpose for which the aircraft was designed/modified in the performance of their job duties may be authorized to do so via a routine air travel authorization approved by the appropriate department head. This routine air travel authorization must be renewed at least once each fiscal year and must be maintained by the department in its files.

3. Other state travelers who must utilize special purpose aircraft in the performance of their job duties for the special purpose for which the aircraft was designed/modified must receive prior written authorization from the appropriate department head on a case-by-case individual trip basis.

B. Restrictions on usage

1. Special purposes aircraft shall not be utilized for general transportation purposes without the prior, written approval of such usage by the head of the agency owning and operating the aircraft. Complete justification for such usage of these aircraft must be submitted and maintained by the agency owning and operating the aircraft.

2. Sponsored travelers shall not be transported in special purpose aircraft without prior written approval of such travel by the Commissioner of Administration. Full justification of usage of the special aircraft must be provided with any request for such approval, to include name(s) of sponsored traveler, name(s) of sponsor and agency, time and date of flight, purpose of flight and reason why alternate aircraft cannot be utilized.

3. Special purpose aircraft shall not be utilized for any transportation of State travelers which is personal or political in nature, nor shall they be utilized for conference or convention travel. Special purpose aircraft may be utilized for out-of-state travel only if such travel is conducted as an integral part of the special purpose for which the aircraft was designed/modified.

C. Official state business charges: Agencies shall be charged 40 cents per passenger seat per mile for each passenger seat reserved by that agency, with a minimum charge of \$100 per agency flight, plus a \$15 per hour per pilot per agency charge for

ground waiting times.

VI. The Commissioner of Administration may waive in writing any provision of these regulations when the best interest of the State will be served. Such waiver shall be based upon adequate written documentation from the requesting agency. The request from the agency must be received by the Commissioner at least seven working days prior to the anticipated date of the travel, and must contain full particulars on the specific exception requested, including the name(s) of affected traveler(s); date of travel; purpose of travel and an explanation of how the requested exception will serve the best interest of the State. Late or after-the-fact requests shall not be considered except under the most unusual of circumstances.

E. L. Henry
Commissioner

RULE

Department of Health and Human Resources Board of Board Certified Social Work Examiners

Rules, Regulations and Procedures
for the Board Certified Social Worker

RULE NO. 1 — ACKNOWLEDGE OF LEGAL PREREQUISITES

The Board Rules and Regulations are governed by LA R.S. 37:2701-2718 of the 1972 Regular Session of the Louisiana Legislature, as amended, and by the State Administrative Procedure Act, R.S. 47:954.

RULE NO. 2 — ETHICAL STANDARDS

The Board Certified Social Worker acknowledges a professional responsibility to the community in which S/he serves and to those persons and groups which are designated as clients. This professional responsibility includes the following:

a. A commitment to the basic values of the social work profession and to competence of practice.

b. A fair and honest representation to the public of the worker's qualifications and professional associations.

c. An adherence to the principle of confidentiality as specified in Section 2714 of Act 706 of the 1972 Legislature.

d. A commitment to the maintenance of a professional relationship with those persons designated as clients. This relationship includes seeking the best interest of and for the client.

e. A commitment to utilize integrity in advertising professional services, in setting fees, and in interprofessional relations.

RULE NO. 3 — REPORTING VIOLATIONS BY BCSWS

Any Board Certified Social Worker who knows of a violation or infraction of LA R.S. 37:2701-2718, and who fails to report such violation in writing to the Board immediately, shall be considered to be negligent and is subject to prosecution under Section 2713 of said Act.

RULE NO. 4 — PRIVATE PRACTICE DEFINED

Any social worker practicing social work for a fee or other remuneration - but not an employee as defined in Rule No. 5, nor excluded by Section 2718 of LA R.S. 37:2701-2718 - shall be considered to be in private practice. Only a social worker currently licensed as a Board Certified Social Worker by the State of Louisiana may engage in the private practice of social work.

RULE NO. 5 — EMPLOYEE (in Social Work) DEFINED

A social worker shall be considered an employee under the following conditions:

a. S/he provides direct or indirect social work services;

b. S/he receives remuneration from an employer for these services; and

c. Said employer deducts federal income tax and F.I.C.A. from the salary or wages.

Non-licensed social workers shall not:

- a. Contract directly with clients for clinical services, consultation, supervision or educational services;
- b. Bill clients for services rendered;
- c. Receive direct payment from clients;
- d. Claim to be licensed or in private practice.

RULE NO. 6 — FULL TIME EMPLOYMENT DEFINED

Full time employment is defined as 30 or more clock hours per week for pay and/or remuneration.

CREDITABLE PART TIME EMPLOYMENT

Part time employment of at least 18 hours per week may be used to qualify an applicant for licensure in accordance with the following schedule:

Hours Worked/Week	No. of Years	No. Weeks of Supervision
18-20	4	208
21-22	3-1/2	182
23-26	3	156
27-29	2-1/2	130

RULE NO. 7 — FEES PAYABLE BY BOARD CERTIFIED SOCIAL WORKERS

The fees charged in connection with a board certified social worker certificate shall be appropriately differentiated and shall not be more than the following amounts:

- a. Examination Fee: \$90.
- b. Registration Fee: \$50.
- c. Re-examination Fee: \$75.
- d. Certificate without examination under the provisions of R.S. 37:2707 and certificate of reciprocity under the provisions of R.S. 37:2708: \$50.
- e. Renewal of a certificate including a lapsed certificate: \$50.
- f. Reissuance of a lost or destroyed certificate, following approval of the board: \$15

RULE NO. 8 — APPLICATION

- a. Application and supporting documents must be received for Board review at least 60 days prior to examination. If applicant fails to keep the Board advised of residence the Board disavows responsibility for notification of acceptance or rejection and admission to the examination.
- b. Transcripts or Diploma Verification: The official transcript or letter from a university verifying receipt of a Master of Social Work Degree must be received directly from the university.
- c. Supervision, Minimum Requirement: The minimum amount of acceptable supervision for a social worker applying for licensure is an average of one hour per week of direct supervision for two accumulative years. Group supervision is acceptable only if there is a maximum of four in a group and such supervision does not exceed at least one-half of the total supervisory time.
- d. Waivers to Minimum Requirement of Supervision: This Rule is designed to apply to individuals who have moved to Louisiana from other states, territories or foreign countries who are not eligible for licensure by reciprocity or endorsement.

The Board will waive the requirement that such applicant moving to Louisiana has been supervised for a period of two years by a Louisiana Board Certified Social Worker provided that the applicant can document that S/he has obtained equivalent supervision such as ACSW supervision.

RULE NO. 9 — LICENSE RENEWALS AND CANCELLATIONS

- a. Renewal notices are mailed on June 20, of each year. Renewal fee is due between June 20 and November 30, of each year. Board Certified Social Workers must list those social workers under their supervision on their renewal form.
- b. Delinquent Fee is paid between December 1, and February 28, of each year.

c. License is cancelled after February 28, and registered notice of cancellation is mailed.

d. If a license is allowed to lapse after February 28, the applicant shall be considered a "new applicant." Since said applicant already has on file documentation of the required supervision and verification of academic qualifications, only the written examination will be required upon payment of the Examination and Registration Fee.

e. It is the BCSWs responsibility to keep the Board informed of their current mailing address.

f. No Inactive Status granted.

RULE NO. 10 — DENIAL, SUSPENSION OR REVOCATION OF CERTIFICATE

Certificate denial, suspension or revocation shall be accomplished in accordance with Section 2713, B of R.S. 37:2701-2718 and the State Administrative Procedure Act in consultation with the Attorney General's Office. Hearings will be conducted in accordance with Rules, Regulations and Procedures for the Board Certified Social Worker.

RULE NO. 11 — RECIPROCITY AND ENDORSEMENT

Reciprocity with other states and territories having comparable licensure is permissible as approved by the Board.

In cases wherein no formal reciprocity agreement has been made, the Board may endorse the license of a social worker moving to Louisiana from a state or territory with equivalent licensure standards. A Louisiana Certificate shall be issued upon payment of fee.

RULE NO. 12 — ADMINISTRATION OF EXAMINATION

a. The Board Certified Social Worker examination shall be administered at least once per calendar year at a time and placed designated by the Board.

b. Examination Pass Point: The Board shall administer and grade a written examination or employ a national recognized testing firm to do the same. Whichever method is used, the Board will consistently strive to enhance the concept of reciprocity with other states having comparable licensure to Louisiana. A pass score of 70 will be used to grade the examination.

RULE NO. 13 — CERTIFICATE LETTERING/REPLACEMENT

Only the individual's name will identify the licensee on the certificate. No degrees, honors or other information shall be added.

If an error is made on a certificate through no fault of the Board Certified Social Worker, a corrected certificate will be provided at no additional charge. If it is the Board Certified Social Worker's error in providing information, there will be a \$15 charge.

RULE NO. 14 — DIRECTORY OF BOARD CERTIFIED SOCIAL WORKERS

A directory of Board Certified Social Workers shall be kept current. The Directory, as supplemented or replaced, shall be provided to all Board Certified Social Workers at no charge. Additional directories are available on request at cost plus postage and handling.

RULE NO. 15 — BOARD MEMBERS - OFFICERS

a. Number — the officers of the Board shall be Chairperson, Vice-Chairperson and Secretary, each of whom shall be elected by the Board.

b. Election and Term of Office — the Officers of the Board shall be elected at each June Board Meeting by the members of the Board. The term of office shall run from the July Board Meeting to the next June Board Meeting. Officers may succeed themselves for only one consecutive term.

c. Removal and Vacancies — any officer elected by the Board may be removed from office by a vote of a simple majority of the Board when in the judgement of the Board the best interests

of the Board would be served thereby. A vacancy in any office because of death, resignation, removal, disqualification or otherwise shall be filled for the unexpired portion of the term by the members of the Board at the earliest opportunity in a regular or special meeting of the Board.

d. Duties of the Chairperson — the chairperson shall be the executive officer of the Board and shall preside at all meetings of the Board. The Chairperson must countersign (with at least two other board members) all contracts of the Board. The Chairperson shall make reports to the Board on a regular and timely basis his/her activity or knowledge of activity which might affect the Board (such reports might include legislative action, correspondence from professional organizations, legal opinions, etc.). The Chairperson shall perform all other duties as are incidental to the office of Chairperson or are properly required of the person in that office of the Board. The Chairperson votes only in the case of ties. Meetings shall be conducted using *Robert's Rules of Order*.

e. Duties of the Vice-Chairperson — the Vice-Chairperson shall exercise the functions of the Chairperson during the absence or disability of the Chairperson and shall perform such other duties as from time to time may be assigned to that office by the Board. The Vice-Chairperson is responsible for the timely publication of the Newsletter.

f. Duties of the Secretary — the Secretary is responsible for the official Minutes.

g. Board Members — the Board Members shall review and approve each newsletter, all contracts, board reports to professional organizations, reports to the legislature, and all other disseminated information which might affect the Board. The Board shall review all applications for licensure and two members signatures are required for approval-disapproval of said applications. The Board Members shall make appropriate appointments to its commissions and committees. The Board shall investigate alleged violations of R.S. 37:2701-2718 and the Rules and Regulations. The Board shall uphold R.S. 37:2701-2718 and the Rules and Regulations of the Board.

RULE NO. 16 — PREPARATORY COURSES

The Board shall not endorse nor in any way participate in the operation or planning of any preparatory or cram course allegedly preparing applicants for the Board Certified Social Work examination.

No former member of the Board of Examiners may take part in the development, sponsorship of or administration of any preparatory or cram course offered to those who are yet to take the Board Certified Social Worker Examination for three years after said Board Member's term of office has expired.

RULE NO. 17 — FISCAL ACCOUNTABILITY

a. Purchase of supplies over \$150 or any contractual services must be approved by the Board. Salaries, routine office expenses and supplies are authorized by the Board at the beginning of the fiscal year and subsequent changes may be presented at any board meeting for approval. The Executive Secretary is authorized to purchase office supplies and services as needed for the Board's use.

b. Payments will be made by check signed by the Executive Secretary and one board member.

c. The Board's depository is identified as the American Bank and Trust Company, Baton Rouge, Louisiana. This depository may be changed at any time by the Board should it decide that such change is in the best interest of its public trust.

d. Board Members shall be reimbursed for any expenditure incurred in carrying out business of the Board, i.e. lodging, meals, travel.

B. PROPOSED PROCEDURAL RULES OF THE LOUISIANA STATE BOARD OF BOARD CERTIFIED SOCIAL WORK EXAMINERS

Preface

Consistent with the Legislative purpose enumerated in Louisiana Revised Statute, Title 37, Section 2701, and to further protect the safety and welfare of the people of this state against unauthorized, unqualified and improper practice of Board Certified Social Work, the following Rules of practice are established under this Board's rule-making authority of Louisiana Revised Statutes 37:2705(c), 37:2713, and Revised Statute, Title 49, Section 952:

Rules of Practice

1. Investigation of Complaints.

2. Conduct of Hearings.

3. Rules on Licensure.

1. Investigation of Complaints:

a.) The Board or any of its members is authorized to receive complaints against licensees or applicants, from any person, including other licensees.

b.) Any complaint bearing on a licensee's professional competence, conviction of a crime, unauthorized practice, violation of the State law applicable to the practice of social work, mental competence, or neglect of practice, should be submitted to the Board or any of its members in written form.

c.) Once a written complaint is received, the Board or any of its members shall forward the written complaint to its designated Complaint Investigation Officer (hereinafter referred to as CIO) for appropriate investigation and/or disposition.

d.) Since the Board may be required to convene a disciplinary hearing arising out of the complaint, the Board members shall not personally participate in the investigation of the facts concerning the issues of the complaint.

e.) The Board's CIO shall have authority to investigate the nature of the complaint through conference and correspondence directed to those parties or witnesses involved. The officer shall send the involved licensee notice of the investigation, containing a short summary of the complaint and any questions the officer may direct to the licensee relating to the complaint. All letters to the involved licensee, the complainant, or any other witness, shall be sent by registered mail, with the designation "Personal and Confidential" clearly marked on the outside of the envelope.

f.) The Complaint Investigation Officer shall conclude the investigation as quickly as possible without compromising thoroughness. Unless good cause is shown by the CIO satisfactory to the Board, which may extend the time for the investigation, the investigation and recommended action shall be completed within 30 days of the date the CIO first receives the complaint.

g.) The CIO shall have authority to recommend action which is disciplinary or remedial in nature. Where the recommended action amounts to a denial, suspension, revocation of the certificate, or probation of the licensee, the Board shall immediately convene a formal adjudication hearing, pursuant to Louisiana Revised Statutes, Title 37, Section 2713. The officer may also determine that the licensee's explanation satisfactorily answers the complaint and may recommend to the Board that the matter be dropped. In either event, the recommended remedial action or dismissal of the complaint shall be forwarded to the involved complainant and licensee.

h.) In any complaint, the CIO shall have authority to recommend an informal conference to resolve some or all of the issues raised by the complaint. In that event, the officer shall notify the licensee of the time and place of the conference and of the issues to be discussed. The licensee shall also be advised that the

hearing will be informal, that the witnesses will not be placed under oath, and that no subpoenas will be issued. The licensee shall also be told that any statements made at the conference may not be used against him or her at a formal hearing, unless all parties consent and that further, the Board, in any formal hearing, may not consider any statement made at such a conference in making its final decision. Further, the licensee shall be advised that no transcript to the conference will be made. If the licensee notifies the CIO that he does not wish such an informal conference, none shall be held. In that event, the CIO will make whatever recommendations for remedial or disciplinary actions, based on the investigation completed to that point. In addition to suggested remedial actions, the CIO shall recommend to the Board the initiation of a formal disciplinary hearing if the investigation discloses: that the complaint is sufficiently serious to require formal adjudications; if the licensee fails to respond to the Complaint Investigation Officer's letter concerning the complaint, and the complaint officer feels there are sufficient grounds to justify further action; the licensee's response to the CIO's letter discloses that such action is necessary; if an informal hearing was held but did not resolve all of the issues; or where the licensee refuses to comply with the recommended remedial action.

i.) The CIO may also resolve the complaint through a consent order entered into by the licensee, whether there has been an informal hearing or not. If the order contains any agreement by the licensee to some disciplinary or remedial course of action, the agreement must be signed by the licensee and the CIO.

j.) The CIO will make note of any settlement arrived at between the complainant and the licensee, but such a settlement does not necessarily preclude further disciplinary action by the Board.

k.) In any recommended action submitted to the Board by the CIO, the recommended action should be submitted in brief, concise language, without any reference to the particulars of the investigation, or any findings of fact or conclusions of law arrived at during that process.

l.) If the CIO recommends the initiation of formal disciplinary hearings, the Board shall follow the recommendation; provided further that the Board shall have the authority to initiate formal proceedings, regardless of the recommendations of the CIO.

m.) The Board shall also have authority to delegate to the CIO any alleged violations of Revised Statute 37, Section 2716, prior to Board action on such alleged violations. In that event, the CIO shall submit to the Board the complete details of the investigation, including all facts and the complete investigation file, if requested by the Board. Final authority for appropriate action rests solely with the Board.

n.) At no time shall the CIO investigate any case as authorized by the Board or this section where said officer has any personal or economic interest in the outcome of the investigation, or is personally related to or close friends with the complainant, the licensee, or any of the involved witnesses. In such event, the officer shall immediately contact the Board, who shall have authority to appoint an investigation officer ad hoc for disposition of that case.

2. Conduct of Hearings:

A. The Board shall be authorized to conduct two types of hearings: Compliance hearings and formal disciplinary hearings.

1.) The Board will provide a compliance hearing to a rejected applicant under Revised Statute 37:2706(B), provided the rejected applicant requests a compliance hearing, in writing, within 30 days after the receipt of the notice of the rejection, in which request the applicant shall state the opposition to the rejected application.

2.) A licensee, whose certificate is deemed lapsed, under Revised Statute 37:2710(B), shall be entitled to a compliance

hearing, provided the licensee requests same, in writing, within ten days after the receipt of the notice of the lapsed certificate; or in the event that the licensee did not receive notice of the lapsed certificate within 30 days of the date upon which the license would have lapsed by operation of law.

3.) Whenever possible, the Board shall schedule a compliance hearing on a rejected application in such manner that the applicant is given an opportunity to present evidence of compliance and the Board to Rule thereon in sufficient time to allow the applicant to take the next schedule examination, if the Board decides in favor of the applicant. If this is not possible, and the Board has reason to believe that the applicant's opposition has merit, the applicant shall be allowed to take the examination provisionally, pending the hearing and determination of the Board. In no event shall the compliance hearing be conducted later than 30 days after requested. This time limitation applies to rejected applicants, as well as licensees with lapsed certificates.

4.) The purpose and the intent of the compliance hearing is to provide a forum for the applicant or licensee to present documentary evidence in the form of affidavits, court records, official records, letters, etc., along with under-oath testimony to establish that they do, in fact, meet the lawful requirements for the application or for the retention of the license. The Board shall have the authority to administer oaths, hear the testimony and conduct the hearing. No transcript of the hearing is required. The applicant or licensee may be represented by counsel, or may represent themselves in proper person.

5.) Within 15 days after the compliance hearing, the Board will forward its final decisions, including findings of fact and conclusions of law, by registered mail, to the unsuccessful applicant or licensee.

6.) Thereafter, the unsuccessful applicant or licensee may apply for a re-hearing, as provided for in Louisiana Revised Statute 49:959, subject to further judicial review, pursuant to Revised Statute 49:964, 965.

B. The Board shall also be authorized to conduct formal disciplinary hearings, pursuant to Revised Statute 37:2713(B). Where this hearing bears upon the suspension or revocation of a certificate, the Board shall promptly notify the Attorney General, who is authorized and directed to appear on behalf of the state. In all other cases, the complaint against the involved licensee shall be presented before the Board by the CIO.

1.) The hearing shall be held before the Board only after the involved licensee is given at least 30 days' notice by registered mail. The contents of the notice, as well as the conduct of the hearing, shall be governed by Revised Statute 49:955, being further provided that the licensee be advised of his right to be represented by legal counsel; and that the Board shall arrange for a court reporter to make an accurate transcript of all testimony presented at the hearing.

2.) The rules of evidence, notice, authority to administer oaths, issue subpoenas, conduct depositions and control confidential or privileged information, will apply to the formal adjudication hearing in the form specified in Revised Statute 49:956.

3.) It is the licensee's continuing obligation to keep the Board informed of his whereabouts. Accordingly, if notice of the hearing cannot be delivered by mail because of a change of address and the new address is not provided to the Board, the Board may hold the hearing in the licensee's absence, after making reasonable efforts to obtain the licensee's new address.

4.) When the licensee receives notice, he may file an answer to the notice, denying some or all of the charges, or offering any explanation or assert whatever defense is deemed applicable.

5.) For good cause shown, the Board has discretion to extend or continue the time set for the hearing for such reasons as ill health, inability to obtain counsel, the complexities of the case,

or such other matters deemed by the Board to present good cause.

6.) The Board shall elect from its membership a person to act as Presiding Officer at the hearing, to make rulings on objections, the admissibility of evidence, and to insure that the conduct of the hearing proceeds without delay and pursuant to law. The other Board members may not delegate their decision-making and fact-finding duties to the Presiding Officer; nor shall the Presiding Officer have any greater weight in the decision-making process. The Board's findings of fact and conclusions of law shall be signed by the majority of the Board finding those facts and conclusions of law. Any Board member disagreeing with those findings of fact and conclusions of law may also file in the record a dissent.

7.) Any Board member having reason to believe that he or she is biased or prejudiced against one of the parties to the proceeding or has a personal interest in the outcome shall immediately notify the remaining Board members and request to be disqualified. Likewise, any party to such a hearing may file with the Board an affidavit requesting a disqualification because of bias or personal interest. As soon as possible, but no later than the beginning of the hearing, the majority of the board must pass upon the requests for disqualification. The concerned Board member shall not participate in the action to disqualify and shall not vote on the issue. If the Board is quite certain that there is no merit to the requests for disqualification, the Board will proceed with the hearing. However, any doubt should be resolved in favor of disqualification. In that event, the Board should immediately contact the Governor to appoint a Board member pro tem to replace the disqualified member for the hearing in progress only.

8.) The parties to the hearing are urged to confer prior to the hearing through their respective counsel, or personally to attempt to reduce or simplify the issues to be heard. This procedure is not required. The Board will, however, honor any stipulations arrived at between the parties as a proven fact at the hearing. The purpose of the pre-hearing conference is to insure that the hearing is not unusually delayed by receiving testimony or other evidence on matters which are not seriously in dispute.

9.) The Board shall have discretion to consolidate one or more cases for hearing involving the same or related parties, or substantially the same questions of law or fact. The Board may also grant separate hearings if such a joint hearing would be prejudicial to one or more of the parties. If hearings are to be consolidated, notice must be given to all parties in advance of the hearing.

10.) The presiding officer shall consider a motion to modify or quash any subpoena issued in connection with the hearing, provided that such motion is filed, by registered mail, with the Board not later than three days prior to the hearing date, or the date scheduled for the deposition, if the subpoena was issued in connection with a deposition. Possible grounds to quash or limit the subpoena include, but are not limited to, testimony or material protected by privilege of statute regulation or other law; burdensomeness that would not be justified in light of the evidence's importance to the case; undue hardship on a witness; vagueness; and immateriality.

11. The procedures to be followed in conducting the hearing governing the order of the proceedings, rulings on evidence, and the Board's decision are contained in Chapters 11 through 14, respectively, of the Disciplinary Action Manual for Occupational Licensing Boards, prepared by the Louisiana Department of Justice, 1979, through the office of the Attorney General. A copy of these pertinent chapters will be provided to an interested party involved with a hearing, by written request submitted to the Board.

12. The burden of proof rests upon the Attorney General or the CIO whichever is bringing the charge before the Board. No sanction shall be imposed or order be issued, except upon consideration of the whole record, as supported by and in accordance with reliable, probative and substantial evidence. While proof

beyond all reasonable doubt is not required to establish a given fact as true, the burden must be carried by a clear preponderance of the evidence. This standard of proof shall obtain in all hearings conducted before the Board and for any review or examination of evidence provided by Revised Statute 49:957, Section 958, or any re-hearing requested, pursuant to Revised Statute 49:959.

13. Any party or person deemed to be governed by or under the jurisdiction of Revised Statute 37, Section 2701 through 2718, may apply to the Board for a declaratory order or ruling in order to determine the applicability of a statutory provision or rule of this Board to said party or person. The Board shall issue the declaratory order or ruling in connection with the request by majority vote of the Board, signed and mailed to the requesting party, within 30 days of the request, except that the Board may seek legal counsel or an Attorney General's opinion in connection with the request, in which case the declaratory order or ruling may be issued within 60 days of its request.

14. Judicial review and appeal of any decision or order of the Board shall be governed by Revised Statute 49:964, 965.

3. Rules on Licensure:

a.) In any compliance hearing, the burden shall be on the applicant or licensee to establish that he meets the criteria for licensure or that his or her certificate was timely renewed.

b.) A licensee who allows his or her certificate to lapse for a period of six months or longer without renewal, or who is unsuccessful at a compliance hearing concerning this matter, shall be required to file a new application, subject to the examination procedures, and pay those required fees. However, such an applicant need not duplicate the two consecutive years of social work supervision or proof of graduate degree and may be reinstated upon successful completion of the examination and payment of the appropriate fees.

c.) Any licensee who is engaged in the supervision of a potential applicant for qualification under Revised Statute 37:2706(A) (6), whose license has lapsed for any period of time under Revised Statute 37:2710(B), shall immediately notify all such supervisees of the period of the lapsed certificate. A copy of this letter shall be forwarded to the Board. Upon reinstatement and/or renewal of the certificate, the licensee, at his expense, shall promptly notify all such supervisees with a copy of this notification forwarded to the Board. The same rules apply to any licensee whose license is suspended, revoked, or is issued such sanctions incompatible with supervisory activity.

d.) Any disputes concerning the applicability of the supervised service during periods of lapsed licenses, suspensions or revocations, shall be the sole determination of the Board.

Paul E. LeBlanc
Chairperson

RULE

Department of Health and Human Resources Board of Examiners of Psychologists

RULES ON TRAINING AND CREDENTIALS

I. A "school" or "college" approved by the Board is a university or other institution of higher learning which at the time of the granting of the doctorate has met IA, IB, and IC of this section.

A. Is accredited by one of the six regional bodies recognized by the Council on Postsecondary Accreditation.

B. Has achieved the highest level of accreditation or approval awarded by statutory authorities of the state in which the school or college is located.

C. Offers a "full-time graduate course of study in psychology" as defined in the regulations.

II. A "full-time graduate course of study in psychology"

means a doctorate program of psychology which at the time of the granting of the doctorate meets either criterion A or B of this section.

A. Doctoral programs that are accredited by the American Psychological Association are recognized as meeting the definition of a psychology program.

B. Programs not approved by the American Psychological Association must meet the following standards.

1. The program shall be clearly identified and labeled as a psychology program. Such a program shall specify in pertinent institutional catalogues and brochures its intent to educate and train professional psychologists.

2. The psychology program shall stand as a recognizable coherent organizational entity within the institution wherever it may be administratively housed.

3. There shall be a clear authority and primary responsibility for training in the core and specialty areas of psychology whether or not the program cuts across administrative lines.

4. The program shall be an organized sequence of study planned by those responsible for the training program to provide an integrated educational experience.

5. There shall be an identifiable psychology faculty and a licensed or qualified psychologist responsible for the program.

6. The program shall have an identifiable body of students who are matriculated in that program for a degree.

7. The program shall include appropriate practicum, internship, field, or laboratory training.

8. The curriculum of the program shall encompass a minimum of three academic years of full-time graduate study.

9. The doctoral program shall involve at least one continuous academic year of full-time residency on the campus of the institution at which the degree is granted.

10. The doctoral program shall include examination and grading procedures designed to evaluate the degree of mastery of the subject matter by the student.

11. The program shall be an internal degree program (as opposed to an external degree program) unless it is approved by the American Psychological Association.

C. Programs of institutions outside of the United States must meet criteria specified in IIA or IIB.

III. A "major in psychology" is one offered by an approved doctoral program as specified in II and which meets the following standards.

A. Scientific Area. The major in psychology shall require each student to demonstrate knowledge in the areas of scientific and professional ethics and standards, history and systems, research design and methodology, statistics and psychometrics.

B. Substantive Content Areas. The major in psychology shall require each student to demonstrate competence in each of the following substantive content areas. Competence shall be demonstrated by successful completion of at least 24 or more graduate semester hours (or equivalent quarter hours) with at least three semester hours in each of the four areas, or by documentation of comprehensive examination in each of the four substantive content areas. Graduates who cannot document competence in all substantive content areas (1-4 below), may demonstrate competence by taking additional course work or examination, not to exceed one substantive content area. Graduates who are deficient in more than one substantive content area will be considered as not having a "major in psychology."

1. Biological Bases of Behavior, e.g., physiological psychology, comparative psychology, neuropsychology, sensation and perception, psychopharmacology.

2. Cognitive-Affective Bases of Behavior, e.g., learning, thinking, motivation, emotion.

3. Social Bases of Behavior, e.g., social psychology, group processes, organizational and systems theory.

4. Individual Differences, e.g., personality theory, human development, abnormal psychology.

C. Specialty Areas. If the emphasis of the major in psychology is in an applied area such as clinical psychology, counseling psychology, school psychology, or industrial-organizational psychology, the training shall include a set of coordinated practicum and internship training experiences.

1. In applied areas such as counseling, clinical, and school psychology preparation shall involve early and continuing involvement of students in applied settings. Such experience should occur at two levels, practicum and internship.

a. The practicum level is an earlier, pre-requisite phase of involvement, usually for academic credit, often on campus, with a typical time commitment of eight to 16 hours per week. Practicum settings should provide supervised training in interviewing, appraisal, modes of intervention, and research skills or other skills appropriate to the student's level of experience and area of specialization. A minimum of 300 hours of practicum experience should precede the internship. This should include at least 100 hours of direct client contact and at least 50 hours of scheduled individual supervision.

b. The typical minimal internship experience is a program of one continuous year or its equivalent, such as a one half-time program of two years duration. The internship setting should provide the trainee with the opportunity to take substantial responsibility for carrying out major professional functions in the context of appropriate supervision which is conducted in accordance with the rules of the Board for supervision of unlicensed assistants.

2. In applied areas such as industrial-organization, engineering, and environmental psychology, internship training may take the form of post-doctoral supervised experience as defined in the regulations of the Board.

June M. Tuma, Ph.D.
Chairperson

RULE

Department of Health and Human Resources Board of Veterinarian Medicine

The Louisiana Board of Veterinarian Medicine submits herewith a rule which was adopted pursuant to the authority granted under L.R.S. 37:1518(9) and in accordance with the Notice of Intent published on August 20, 1983, and in accordance with a hearing held on September 1, 1983.

The following are hereby declared to be in force and effect upon publication of this rule:

Exemption of Fee
[R.S. 37:1518 (3)]

The Board may exempt a veterinarian licensed in the State of Louisiana from the annual license renewal fee if:

1. He or she is a member of the Armed Services and is on active duty or;

2. He or she is totally disabled to practice veterinary medicine either temporarily or permanently as certified by a physician's certificate or;

3. He or she has obtained the age of 65.

In each case the veterinarian who qualified for fee exemption must register with the Board annually and provide proof of his or her eligibility for fee exemption in affidavit form.

License Renewal Fees
[R.S. 37:1518 (3)]

Any request of application for renewal of a license and/or any payment of the annual registration renewal fee established and published by the Board, which is received after June 30 of

each year, shall be subject to an additional charge of \$25 for renewal of a license.

Allan R. Allbritton, D.V.M.
President

RULE

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

The Department of Health and Human Resources, Office of Family Security, shall implement the following rule in the General Assistance Program:

RULE

Policies in the General Assistance Program which had allowed parish payments to be made for irregularly scheduled transportation shall be eliminated.

Roger P. Guissing
Secretary

RULE

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

The Department of Health and Human Resources, Office of Family Security, hereby implements a rule in the General Assistance Program which will allow only specific persons to be included in the GA grant certification.

RULE

In addition to the client, other persons shall be included in the GA certification in accordance with the following (18-801):

(1) The recipient's legal or nonlegal spouse when also eligible for GA in his or her own name, if under age 65 and living in the same household (provided not eligible for SSI or inclusion in an AFDC certification).

(2) The GA Foster Child shall be included in the certification in addition to his foster parent or parents (provided not eligible for SSI or inclusion in an AFDC certification).

The following policy 18-801B, which previously allowed inclusion of other persons, shall be eliminated by this rule:

WHO MAY BE INCLUDED

The following persons may be included in the GA certification:

(1) A person who is dependent on the client for support and is (a) under 65 and (b) not blind and (c) not eligible for inclusion in an SSI or AFDC certification and (d) incapacitated.

(2) A person who is required in the home to provide care for an ill member of the household and for this reason is unable to accept outside employment and who is (a) under 65 but at least 18 years old. If under 18 years old, the person has to be emancipated by marriage and (b) not eligible for GA in his own name or for inclusion in an SSI or AFDC certification and (c) without sufficient income of his own to meet his requirements.

Roger P. Guissing
Secretary

RULE

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

The Department of Health and Human Resources, Office of Family Security, hereby adopts the following rule in the General Assistance Program which will limit the number of months a recipient may receive a GA check while visiting out of state.

RULE

Effective April 1, 1984, policy 18-623C relating to the GA recipient visiting out of state with intent to return to Louisiana will be changed to allow the recipient to receive GA checks for **only** three months when he is visiting out of state. Policy 18-623 C(1) and (2), providing for conditions under which the recipient remains out of state for more than three months, will be eliminated.

This change will not affect policy 18-624 which allows an out-of-state address for convenience for the client actually living in Louisiana but whose mailing address is out-of-state.

Roger P. Guissing
Secretary

RULE

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

The Department of Health and Human Resources, Office of Family Security, hereby amends the Title XIX Medical Assistance Program manual to incorporate Federal and State civil penalties for provider fraud and abuse. Act 877 of the 1982 Regular Session of the Louisiana Legislature and 45 CFR Part 101 as published in the *Federal Register* of August 26, 1983, Vol. 48, No. 167, pages 38827 - 38842 authorize the imposition of such civil penalties.

RULE

Section 19-881, *Levels of Administrative Sanctions*, will include a new item 12 on page 3 of 19-881 to read as follows:

19-881 (A) (12) Impose civil penalties in the amount of interest payments and \$2,000 for each fraudulent claim submitted, in accordance with Act 877 of the 1982 Regular Session of the Louisiana Legislature.

Section 19-883, *Grounds for Sanctioning Providers*, will include additional wording in item F. as follows:

19-883(F) ... or such provider has been determined by DHHR pursuant to an Administrative Procedure Act adjudication hearing to have wrongfully and fraudulently received payment for furnishing services or merchandise under the Medical Assistance Program by means of intentional fraud, intentional false statement, or intentional concealment of a material fact.

Roger P. Guissing
Secretary

RULE

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

The Department of Health and Human Resources, Office of Family Security, has adopted the following policy on arrangement of transportation service for applicants of Title XIX, Medical Assistance.

RULE

Attachment 3.1-A, Item 18(a), C. of the Title XIX State Plan, entitled Authorization of Title XIX Funds shall be amended to include a new section (iv) to read as follows:

(iv) In the case of an applicant for Title XIX, Medical Assistance, arrangements can be made with a certified Title XIX medical transportation provider to provide services if the transportation provider agrees to transport. The parish Office of Family Security shall not issue an authorization form for such transport until such time as the applicant becomes Title XIX eligible. If the Title XIX applicant does not become an eligible recipient, the transportation provider must understand, prior to transport, that no authorization will be issued and no payment made.

This policy change is necessary so that ambulance and

non-ambulance medical transportation can be arranged while the individual is still in application status and subsequently authorized if the individual becomes eligible for Title XIX. This policy change is particularly needed for long term care applicants, who due to their need for specialized care, may require access to other services such as those provided by a physician or a hospital.

This policy was implemented on an emergency basis effective January 1, 1984 and was published as an Emergency Rule in the January 20, 1984, issue of the *Louisiana Register*.

Roger P. Guissinger
Secretary

RULE

**Department of Health and Human Resources
Office of Health Services and Environmental Quality**

The Louisiana Department of Health and Human Resources, Office of Health Services and Environmental Quality (DHHR/OHSEQ) has adopted a revised version of the Louisiana Sanitary Code. This revised version restates the provisions therein in clearer, less vague terms. Reflecting the legislative intent as per LSA-R.S. 40:4, as amended by Act 619 of 1982, it contains a more consistent numbering system, has grammatical and stylistic changes, and generally updates the Code.

The areas covered by the Code are as follows:

STATE OF LOUISIANA SANITARY CODE
TABLE OF CONTENTS

CHAPTER I	GENERAL PROVISIONS
CHAPTER II	THE CONTROL OF DISEASES
CHAPTER III	THE CONTROL OF RABIES
CHAPTER IV	LEAD POISONING CONTROL
CHAPTER V	DISEASE VECTOR CONTROL
CHAPTER VI	MANUFACTURING, PROCESSING, PACKING AND HOLDING OF FOOD, DRUGS AND COSMETICS
CHAPTER VII	MILK, MILK PRODUCTS AND MANUFACTURED MILK PRODUCTS
CHAPTER VIII	FROZEN DESSERTS
CHAPTER IX	SEAFOOD (MARINE AND FRESH WATER ANIMAL FOOD PRODUCTS)
CHAPTER X	GAME BIRD AND SMALL ANIMAL SLAUGHTER AND PROCESSING
CHAPTER XI	ANIMALS AND ANIMAL DISEASES: RENDERING OF ANIMALS
CHAPTER XII	WATER SUPPLIES
CHAPTER XIII	SEWAGE AND REFUSE DISPOSAL
CHAPTER XIV	PLUMBING
CHAPTER XV	HOTELS, LODGING HOUSES, BOARDING HOUSES
CHAPTER XVI	CAMPSITES
CHAPTER XVII	PUBLIC BUILDINGS AND SCHOOLS
CHAPTER XVIII	JAILS, PRISONS AND OTHER INSTITUTIONS OF DETENTION OR INCARCERATION
CHAPTER XIX	HOSPITALS, AMBULATORY SURGICAL CENTERS, RENAL DIALYSIS CENTERS
CHAPTER XX	NURSING HOMES
CHAPTER XXI	DAY CARE CENTERS AND RESIDENTIAL FACILITIES
CHAPTER XXII	RETAIL FOOD ESTABLISHMENTS: MARKETS
CHAPTER XXIII	EATING AND DRINKING ESTABLISHMENTS
CHAPTER XXIIIA	TEMPORARY FOOD SERVICE

CHAPTER XXIV	ARTIFICIAL SWIMMING POOLS AND NATURAL OR SEMI-ARTIFICIAL SWIMMING OR BATHING PLACES
CHAPTER XXV	MASS GATHERINGS
CHAPTER XXVI	BURIAL, TRANSPORTATION, DISINTERMENT OR OTHER DISPOSITION OF DEAD HUMAN BODIES

Copies may be obtained by writing to: Frank Deffes, Chief Sanitarian Services, Office of Health Services and Environmental Quality, Box 60630, New Orleans, LA 70160. Telephone 568-5181.

Roger P. Guissinger
Secretary

RULE

**Department of Health and Human Resources
Office of the Secretary**

Effective upon publication, the Department of Health and Human Resources, will implement new, uniform (regardless of funding source) and minimum standards for client care providers in Louisiana.

Specifically, these standards apply to all providers offering one or more of the following services or types of care for the handicapped:

- Case Management/Service Coordination Services
- Family Support/Subsidy Services
- Personal Care Attendant Services
- Respite Care Services
- Infant Intervention Care Services

These standards are being implemented as part of a proposed agreement with the Health Care Financing Administration of the Federal Department of Health and Human Services to secure a waiver from the Title XIX State Plan for Louisiana. These standards are for certification of these services in Louisiana for federal funding if and when the waivers are granted. However, these standards apply to all clients receiving the above cited services or care whether Title XIX eligible and/or funded or not.

These uniform and minimum standards are new.

These standards are too bulky for publication but are available for review at the Division of Licensing and Certification. Copies of these standards may be obtained for a fee of \$5 upon written request to Billy W. Brown, Director, Division of Licensing and Certification, Box 3767, Baton Rouge, LA 70821.

Roger P. Guissinger
Secretary

RULE

**Department of Natural Resources
Office of Conservation**

AMENDMENT TO STATEWIDE ORDER NO. 29-B

Amendment concerning the off-site storage, treatment and/or disposal of nonhazardous oilfield waste generated from drilling and production of oil and gas wells.

* * * * *

Pursuant to power delegated under the laws of the State of Louisiana, and particularly Title 30 of the Louisiana Revised Statutes of 1950, Sections 30:4 C (1), (2), (3), (6), (8), (9), (10), (14), (16), and I; and after public hearings held under Docket No. UIC 84-2 in Baton Rouge, LA on January 26 and 31, 1984, and following publication of notices as required by the Louisiana

Administrative Procedure Act, Title 49, Sections 951 through 968 of the Louisiana Revised Statutes of 1950, as amended, the following rules and regulations are promulgated by the Commissioner of Conservation as being reasonably necessary to govern the off-site storage, treatment, and/or disposal of non-hazardous oilfield waste by commercial facilities.

SECTION XV
POLLUTION CONTROL
PARAGRAPH 13

OFF-SITE STORAGE, TREATMENT AND/OR DISPOSAL OF
NONHAZARDOUS OILFIELD WASTE GENERATED FROM
DRILLING AND PRODUCTION OF OIL AND GAS WELLS

13.1 Definitions

Cell: An earthen area constructed within a land treatment facility used for the placement, treatment, disposal and degradation of nonhazardous oilfield waste.

Closed System: A system in which nonhazardous oilfield waste is stored in enclosed tanks prior to being treated and/or disposed of. Pits are not utilized in a closed system.

Commercial Facility: A waste storage, treatment and/or disposal facility which receives, treats, reclaims, stores, or disposes of nonhazardous oilfield waste for a fee or other consideration.

Commissioner: The Commissioner of Conservation of the State of Louisiana.

Community Salt Water Disposal System: A saltwater disposal system within an oil or gas field which is used by adjacent lease operators for disposal of their produced brine.

Generator: The producer of record of nonhazardous oilfield waste.

Land Treatment: A dynamic process involving the controlled application of nonhazardous oilfield waste onto or into the aerobic surface soil horizon by a commercial facility, accompanied by continued monitoring and management, to alter the physical, chemical, and biological state of the waste. Site, soil, climate, and biological activity interact as a system to degrade and immobilize waste constituents thereby rendering the area suitable for the support of vegetative growth and providing for beneficial future land use.

Nonhazardous Oilfield Waste: Waste generated by the drilling and production of oil and gas wells and which is not regulated by the provisions of the Louisiana Hazardous Waste Management Plan. Such wastes include, but are not limited to the following:

- 1) Oil base or water base drilling mud and cuttings.
- 2) Salt water (produced brine).
- 3) Drilling, workover and completion fluids.
- 4) Produced oily sands and solids.
- 5) Production pit sludges.
- 6) Production storage tank sludges.
- 7) Nonhazardous natural gas plant processing wastes which is commingled with produced formation water.
- 8) Produced formation fresh water.
- 9) Washout water generated from the cleaning of vessels (barges, tanks, etc.) that transport nonhazardous oilfield waste and are not contaminated by hazardous waste.
- 10) Rainwater from ring levees and pits at production and drilling facilities.
- 11) Pipeline test water which does not meet discharge limitations established by the appropriate state agency.
- 12) Pipeline pig water, i.e., waste fluids generated from the cleaning of a pipeline.
- 13) Washout pit water from oilfield related carriers that are not permitted to haul hazardous waste.

14) Waste from approved salvage oil operators who only receive waste oil (BS&W) from oil and gas leases.

15) Material used in crude oil spill clean-up operations.

16) Wastes from approved commercial Class II storage, treatment and/or disposal facilities.

Oil-Based Drilling Muds: Any oil-based drilling fluid composed of a water in oil emulsion, organophillic clays, drilled solids and additives for down-hole rheology and stability such as fluids loss control materials, thinners, weighting agents, etc.

Pit: An earthen surface impoundment constructed to retain nonhazardous oilfield waste, often referred to as a pond or lagoon.

Salt Water (Produced Brine): Produced water from an oil or gas well with a chloride content greater than 500 ppm.

Transfer Station: A nonhazardous oilfield waste receiving and storage facility, located off-site, but operated in conjunction with an approved commercial facility, which is used for temporary storage of manifested nonhazardous oilfield waste for a period of 30 days or less.

Transporter: A carrier of nonhazardous oilfield waste contained in trucks, barges, boats, or other transportation vessels.

Water-Based Drilling Muds: Any water based fluid composed of fresh water, naturally occurring clays, drilled solids and additives for fluid loss control, viscosity, thinning, pH control, weight control, etc., for down-hole rheology and stability.

13.2 Off-site Storage, Treatment, and/or Disposal of Non-hazardous Oilfield Waste at Commercial Facilities

A. Generators of Nonhazardous Oilfield Waste

The generator of any nonhazardous oilfield waste is responsible for the proper handling and transportation of such waste to assure its proper delivery to an approved commercial facility. Each shipment must be documented as required by Paragraph 13.6 below.

B. Approval of Commercial Facility Required

The storage, treatment, and/or disposal of nonhazardous oilfield waste by a commercial facility must be approved by the Commissioner. Subsurface disposal of salt water is required and regulated by Section XV of this order. The requirements of this Paragraph do not apply to community saltwater disposal systems.

C. Approval of Transfer Station Required

The construction and operation of a transfer station by an existing commercial facility must be approved by the Commissioner.

D. Location Criteria

Commercial facilities and associated saltwater disposal wells may not be located in any area:

1) Where the disposal well or related storage tanks, pits, treatment facilities or other equipment are within 500 feet of a residential, commercial, or public building, unless adherence to this requirement is waived by the owner of the building, or in the case of a public building, by the responsible administrative body. Any such waiver shall be in writing and must be made part of the permit application.

2) Where the subsurface geology of any proposed injection zone (reservoir) does not exhibit the following characteristics:

a) adequate thickness and areal extent of the proposed injection zone; and

b) adequate clay confining beds separating the top of the proposed injection zone and the base of the lowermost underground source of drinking water.

3) Where pits or land treatment facilities are located in a "V" or A zone as determined by flood hazard boundary or rate maps and other information published by the Department of Housing and Urban Development, Federal Insurance Administration. Said maps and data are on file and may be viewed by

interested parties at the Office of Conservation, Injection and Mining Division, Baton Rouge, LA. Existing facilities with pits located in a "V" A zone will be required to build pit levees above the 100-year flood elevation as certified by a professional engineer or land surveyor.

4) Where other surface or subsurface conditions exist which in the determination of the Commissioner of Conservation would cause the location to pose a threat of substantial, adverse effects on the environment at or near the location.

E. Design Criteria

1) Commercial facilities and associated saltwater disposal wells shall be designed in such a manner as to prevent the movement of waste materials into underground sources of drinking water (USDW's) or to prevent the discharge of waste materials into manmade or natural drainage or directly into State waters unless a discharge permit has been received from the appropriate state agency.

2) Commercial facilities shall be designed and constructed in accordance with, but not limited to, the following requirements:

a) Section XV and other applicable sections of this Order;

b) Retaining walls (levees) shall be built around all above-ground storage tanks to a level that will provide sufficient capacity to retain the contents of each tank and prevent the escape of stored wastes due to tank leakage, or some other cause;

c) Spill containment systems shall be built around unloading areas to prevent the escape of any wastes spilled during off-loading; and

d) Limited access shall be provided by a lockable gate system. In addition, the need for a six foot chain link fence around an entire facility or any portion of a facility will be determined after a site investigation by the Commissioner or his designated representative. Gates shall be locked except during the hours a facility is permitted to receive nonhazardous oilfield waste.

13.3 Permit Application Requirements

A. Application Required

Every person who intends to construct and operate a new offsite commercial facility, or make a major modification to an existing facility, shall file a permit application with the Office of Conservation.

B. Notice of Intent

1) At least 30 days prior to filing such application, the applicant shall publish a Notice of Intent to apply. Such notice shall contain sufficient information to identify the following:

a) Name and address of the applicant;

b) The location of the proposed facility;

c) The nature and content of the proposed waste stream(s);

d) The method(s) of storage, treatment, and/or disposal to be used.

2) The Notice of Intent shall be published in both the official state journal, the *State Times*, and the official journal of the parish in which the proposed facility will be located.

3) Such notice shall be in bold-face type and not less than one-quarter page in size and shall be published on three separate days in each journal.

C. General Information

Except for the filing and hearing fees, the following general information must be provided in duplicate in each application for approval to operate a commercial facility:

1) A \$500 non-refundable filing fee.

2) A \$300 non-refundable hearing fee.

3) A list of names and addresses of the principal officers of the company or corporation.

4) A list of the names and addresses of all property owners, residents, off-set operators and industrial facilities within one-quarter mile of the proposed facility or disposal well. Names and

addresses of local governing authorities must also be included. Attached to this list must be a simplified drawing (map) showing the following information:

a) Property boundaries of the disposal facility;

b) The boundaries and ownership of all land adjacent to the facility;

c) The location and identification of all storage tanks and/or pits, treatment facilities, the disposal well, and all residential, commercial, or public buildings within one-quarter mile of the facility.

5) For operators proposing the construction and operation of a disposal well, complete the appropriate application form, including all required attachments.

6) A copy of the title to the property upon which the facility will be located. If a lease or other agreement is in effect on the property, a copy of this instrument shall be included in the application.

7) A parish map of sufficient scale to identify the location of the proposed facility.

8) A detailed statement of the proposed method of operation of the facility, including procedures for the receipt, storage, treatment and/or disposal of wastes. This statement shall include a complete explanation of procedures for witnessing the receipt and sampling of wastes to assure that only permitted nonhazardous oilfield wastes are accepted.

9) Documentation that the facility and/or disposal well will have limited access through a lockable gate system with appropriate fencing.

10) Financial Responsibility (Insurance)

Evidence of financial responsibility for any liability for damages which may be caused to any party by the escape or discharge of any material or waste from the commercial facility as follows:

a) Financial responsibility may be evidenced by filing a certificate of insurance, documentation of self-insurance, or any other evidence of equivalent financial responsibility acceptable to the Commissioner, provided, however, that in no event shall the amount and extent of such financial responsibility be less than \$1,000,000 per occurrence and/or aggregate occurrences.

b) Insurance coverage must be provided by a company licensed to operate in the State of Louisiana.

c) Such insurance must provide sudden and accidental pollution coverage as well as environmental impairment (absolute) liability coverage.

d) The application must include both a copy of the policy and a Certificate of Insurance indicating the required coverage is in effect, and all deductible amounts applicable to the coverage.

11) Bonding

A bond or irrevocable letter of credit, in favor of the State of Louisiana, providing for the adequate closure of the facility, shall be provided as follows:

a) Prior to submission of the application, a detailed cost estimate for adequate closure of the proposed facility must be provided. This cost estimate must include a detailed description of proposed future closure procedures including, but not limited to, plugging and abandonment of the disposal well (if applicable), closing out any pits or cells, removing all surface equipment, and returning the environment as close as possible to its natural state.

b) Upon reviewing the cost estimate, the Commissioner will then set the amount of the required bond or letter of credit.

c) The bond or letter of credit and detailed cost estimate for closure must then be submitted with the application.

12) Verification that a discharge permit has been obtained from the appropriate state agency. If a facility does not intend to discharge treated waste water, a completed and notarized Affidavit of No Discharge must be provided.

13) For proposed commercial facilities with a disposal well, strike and dip geologic cross sections intersecting at the location of the disposal well for which a permit is sought. These cross sections must include, at a minimum, available log control, geologic units, and lithology from the surface to the lower confining bed below the injection zone. The sections shall be on a scale sufficient to show the local geology in at least a two-mile radius from the proposed disposal well. The following information must be included on these cross-sections:

- a) The base of underground sources of drinking water (USDW's);
- b) The vertical and lateral limits of the proposed injection zone (reservoir);
- c) The vertical and lateral limits of the upper and lower confining beds; and
- d) The location of faults or other geologic structures.

D. Additional Permit Application Requirements for Closed Systems

In addition to the information requested in Paragraph 13.3(C) above, the following information must be provided in duplicate in each application for approval of a closed system:

A detailed schematic diagram of the proposed facility of sufficient scale to show placement of access roads, buildings, unloading areas, storage tanks (including design capacities), treatment system, levees, flow lines, filters, the injection well and all other equipment and operational features of the storage, treatment and/or disposal system.

E. Additional Permit Application Requirements for Commercial Facilities with Pits

In addition to the information requested in Paragraph 13.3(C) above, the following information must be provided in duplicate in each application for approval of a commercial facility incorporating the use of pits:

NOTE: If a proposed pit is to be used in conjunction with a commercial facility, it is not to be constructed until a permit has been issued.

1) A detailed schematic diagram of the proposed facility of sufficient scale to show placement of access roads, buildings, unloading areas, monitor well(s), pits, storage tanks, treatment system, flow lines, filters, the injection well and all other equipment and operational features of the storage, treatment, and/or disposal system. The diagram must include the dimensions and design capacity (in barrels) of each proposed pit and tank. The diagram shall also include the following information:

- a) The location and elevation of each soil boring required in Paragraph 13.3(E) (3) below;
- b) The location and elevation of each monitor well required in Paragraph 13.3(E) (5) below;
- c) The elevation for the top of each levee;
- d) The elevation of the bottom (base) of each pit;
- e) The elevation of the 100-year flood level;
- f) The general location of USDW's under the site and general direction(s) of area groundwater flow.

2) Documentation that pits will not be located in a "V" or an A zone as determined by flood hazard boundary or rate maps and other information published by the Department of Housing and Urban Development, Federal Insurance Administration. Said maps and data are on file and may be viewed by interested parties at the Office of Conservation's Injection and Mining Division in Baton Rouge. As conditions change and new data is made available by the Federal Government, owners of approved commercial facilities will be required to update their facilities in accordance with Paragraph 13.2(D) (3) above.

3) Documentation must be presented which shows that a barrier exists along the bottom and sides of each pit which will prevent contamination of USDW's. This barrier must be either:

a) At least five feet of natural or recompacted clay with a proven permeability of 1.0×10^7 cm/sec or less in both the horizontal and vertical directions. The permeability testing should use both water and potentially stored fluids as the premeants.

b) An approved combination of man-made and natural materials which can be documented as an adequate barrier to groundwater contamination. Design and documentation of such a barrier should be by a Registered Professional Engineer.

4) The determination of near-surface geological conditions shall be made by soil borings. These borings shall be made prior to construction of any proposed pit. Specific requirements for soil borings and soil testing are as follows:

a) Soil borings and soil testing shall be performed by an independent and qualified engineering or geotechnical soil testing company or laboratory.

b) The number and locations of borings shall be sufficient to develop an accurate representation of the subsurface conditions at all points beneath the pit(s) and shall be determined in consultation with the Commissioner.

c) The soil borings shall be sampled to at least 10 feet below the bottom of the maximum pit excavation, and they must be continuously sampled to at least five feet below maximum excavation.

d) Upon completion of the borings, groundwater levels should be obtained and the boreholes shall be adequately sealed by plugging with a cement/bentonite slurry from the bottom up to the ground surface.

e) The logs of all borings made on-site, together with associated laboratory testing to classify soils and to measure soil strength, permeability and other related parameters, shall be submitted.

5) A cross section showing the proposed placement and type of materials to be used in the construction of the pit levees. The levees must be constructed of soils which are placed and compacted in such a manner as to produce a barrier to horizontal movement of fluids. The levees must be properly tied into the barrier along the bottom and sides of the pits. Actual construction of the levees must be monitored and documented by a professional engineering or geotechnical soil testing company. Documentation that a barrier exists within the levee which consists of at least 3 feet of soils with a permeability of 1.0×10^7 cm/sec or less must be provided. All levees must be provided with a means to prevent erosion and other degradation.

6) A schematic diagram depicting the proposed or actual construction of each monitor well. A minimum of three monitor wells will be required to insure that any seepage into a USDW beneath the pit(s) will be detected prior to leaving the disposal site's perimeter. Monitor wells shall be certified by a professional engineer, hydrologist or geologist as adequate to detect any contamination. Additional monitor wells may be required; the number and location of additional wells will be determined upon review of the pit size(s) and configuration(s).

F. Additional Permit Application Requirements for Land Treatment Systems

In addition to the information requested in Paragraph 13.3 (c) above, documentation should be provided in duplicate that shows that the requirements of Paragraph 13.7 will be met.

13.4 Permitting Procedures

A. The office of Conservation will review a commercial facility application within 60 days of receipt and inform the applicant of its completeness.

B. If the application is not complete, the applicant shall be advised of additional information to be submitted for approval or the application shall be returned and the applicant will be required to resubmit the application.

C. Upon acceptance of the application as complete, the Office of Conservation shall set a time and date and secure a location for the required public hearing to be held in the affected parish.

D. At least 30 days prior to the hearing, the applicant is required to file six copies of the complete application with the local governing authority of the parish in which the proposed facility is to be located.

E. Public Hearing Notice Requirements

1) Upon acceptance of the application as complete, the Office of Conservation shall publish in the next available issue of the *Louisiana Register* a notice of the filing and the location, date and time of the public hearing to be held in the affected parish. Such public hearing shall not be less than 30 days from the date of notice in the *Louisiana Register*.

2) At least 30 days prior to the scheduled public hearing, the Office of Conservation shall publish in the *State Times* a notice of the filing of the application and the location, date and time of the hearing.

3) The applicant shall publish a substantially similar notice in the official journal of the affected parish on three separate days at least 15 days prior to the date of the hearing. Such notice shall not be less than one-quarter page in size and printed in bold-face type.

F. The public hearing shall be fact finding in nature and not subject to the procedural requirements of the Louisiana Administrative Procedure Act. All interested persons shall be allowed the opportunity to present testimony, facts, or evidence related to the application or to ask questions.

G. Permit Issuance

1) The Commissioner shall issue a final permit decision within 30 days of the public hearing.

2) A final permit decision shall become effective on the date of issuance.

3) Approval or the granting of a permit to construct a commercial facility (and any associated disposal well) shall be valid for a period of one year and if construction is not completed in that time, the permit shall be null and void. Requests for an extension of this one year requirement may be approved by the Commissioner for extenuating circumstances only.

13.5 Criteria for the Operation of Commercial Facilities

A. Commercial facilities shall be operated in compliance with, but not limited to, the following:

1) The area within the confines of tank retaining walls (levees) shall be kept free of debris, trash, and accumulations of oil or other materials which may constitute a fire hazard.

2) The area within the confines of tank retaining walls (levees) must be kept free of accumulations of water. This water shall be properly disposed of or discharged in accordance with the conditions of a discharge permit granted by the appropriate state agency.

3) Pit levees shall be kept free of debris, trash, or overgrowth which would constitute a fire hazard or hamper or prevent adequate inspection.

4) Pit surfaces shall at no time have an accumulation of oil of more than two inches.

5) Pit levels shall be maintained with at least two feet of freeboard at all times.

B. All facilities and systems of treatment, control, and monitoring (and related appurtenances) which are installed or used to achieve compliance with the conditions of a permit shall be properly operated and maintained at all times.

C. Inspection and entry by Office of Conservation personnel shall be allowed as prescribed in La. R.S. 30:4.

D. Notification Requirements

1) Any change in the principal officers, management, or ownership of an approved commercial facility must be reported to the Commissioner in writing within ten days of the change.

2) Transfer of Ownership

a) A commercial facility permit may be transferred to a new owner or operator only upon approval by the Commissioner.

b) The current permittee shall submit an application for transfer at least 30 days before the proposed transfer date. The application shall contain the following:

1) Name and address of the proposed new owner (permittee);

2) Date of proposed transfer; and

3) A written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, insurance coverage, and liability between them.

c) If no agreement described in Section (b) (3) above is provided, responsibility for compliance with the terms and conditions of the permit and liability for any violation will shift from the existing permittee to the new permittee on the date the transfer is approved.

3) Commercial facility operators shall give written notice to the Commissioner of any planned physical or operational alterations or additions to a permitted facility. Requests to make such changes must be submitted to and approved by the Commissioner prior to beginning construction or accomplishing the change by other means.

4) The operator of a newly approved commercial facility and/or disposal well must notify the Commissioner when construction is complete. The operator shall not commence receiving nonhazardous oilfield waste or injecting salt water until the facility has been inspected for compliance with the conditions of the permit and the disposal well has been tested for mechanical integrity.

5) An operator shall report to the Commissioner any noncompliance, including but not limited to those which may endanger public health or safety or the environment. Such notice shall be made orally within 24-hours of the noncompliance and followed by written notification within five days explaining details and proposed methods of corrective action.

6) When a commercial facility operator refuses to accept a load of waste (other than nonhazardous oilfield waste), he shall notify the Office of Conservation immediately, providing the names of the generator and transporter of the waste.

E. Hours of Receiving

1) Commercial facilities shall receive nonhazardous oilfield waste during daylight hours only. Daylight hours shall be defined as the daily hours for sunrise and sunset as listed in table No. 1119 entitled "Sunrise and Sunset at Baton Rouge, Louisiana," prepared by the Nautical Almanac Office, United States Naval Observatory, Washington, DC 20390.

2) The Commissioner may grant approval for after hours (nighttime) receipt of nonhazardous oilfield waste by a commercial facility when an emergency condition exists which may endanger public health or safety or the environment. Generators shall be responsible for obtaining prior approval for nighttime hauling by calling the Office of Conservation at 504/342-5515. When such approval has been granted, the Office of Conservation shall notify both the commercial facility which will receive the waste and the State Police.

F. Monitoring of Injection Wells

1) Except during approved workover operations, a positive pressure of no less than 100 psi shall be maintained on the well annulus at all times.

2) Except during approved workover operations, wells

shall be equipped with pressure gauges located on the wellhead, and situated so as to monitor the pressure of the injection stream and the pressure of the annular space between the casing and the injection string.

3) The pressure gauges shall have half-inch fittings, be scaled in increments of not more than 10 psi, and be maintained in good working order at all times.

4) A daily pressure monitoring log shall be maintained by the operator of the facility and shall contain the following information:

- a) The date;
- b) The operator's name and address;
- c) The well name, number and serial number;
- d) The monitored injection pressure;
- e) The monitored annulus pressure;
- f) Whether or not the well was injecting at the time the pressures were recorded; and

g) The name or initials of the person logging the information.

5) The pressure gauges shall be read and pressures recorded in the daily log.

6) The daily logs shall be recorded on the appropriate form and submitted to the Office of Conservation within 15 days of the end of each month.

7) Any discrepancies in the monitored pressures, which would indicate a lack of mechanical integrity and constitute non-compliance with applicable sections of this order, shall be reported to the Office of Conservation within 24 hours.

G. Discharges from pits and/or tanks into manmade or natural drainage or directly into State waters will be allowed only after the necessary discharge permit has been obtained from the appropriate state agency and in accordance with the conditions of such permit.

H. Monitor Well Sampling and Testing Requirements

1) Water samples from monitor wells shall be sampled and analyzed by an independent testing laboratory. Samples shall be analyzed for pH, conductivity, chloride (Cl) content, and Total Dissolved Solids (TDS) content.

2) Water from newly constructed monitor wells on new facilities shall be sampled and analyzed prior to receipt of waste materials by the facility to provide baseline data for monitoring system. This data shall be submitted to the Office of Conservation to be made part of the facility's permanent file.

3) Water from monitor wells on existing facilities shall be sampled and analyzed on a quarterly basis, with a copy of the analysis submitted to the Office of Conservation within 15 days of the end of each quarter.

I. Sampling and Testing of Nonhazardous Oilfield Waste

1) Before offloading at a commercial facility or transfer station, each shipment of nonhazardous oilfield waste shall be sampled and analyzed (by facility personnel) for pH, conductivity, and chloride (Cl) content. Records of these tests shall be kept on file at each facility for a period of three years and be available for review by the Commissioner or his designated representative.

2) An eight ounce sample (minimum) of each load must be collected and labeled with the date, operator and manifest number. Each sample shall be retained for a period of 30 days.

J. Renewal of Insurance Coverage

Liability insurance coverage for a facility must be renewed at least 15 days prior to its expiration date or the permit under which an approved commercial facility operates will be suspended until such renewal has been confirmed.

K. A sign shall be prepared and displayed at the entry of each commercial facility. Such sign shall be made applicable to the activities of each approved commercial facility according to the following example:

"This waste (storage, treatment and/or disposal) facility has been approved for (storage, treatment and/or disposal) of non-hazardous oilfield waste only and is regulated by the Office of Conservation. Violations shall be reported to the Office of Conservation at 504/342-5515."

The sign shall also state the facility name, address, and phone number.

L. The resource conservation and recovery of treated nonhazardous oilfield waste will be permitted on a case-by-case basis only after sufficient testing of these materials has been performed. End use of treated materials must be approved by the Office of Conservation in cooperation with the appropriate state agency.

13.6 Manifest System

A. In order to adequately monitor the movement and disposal of nonhazardous waste, every shipment of waste transported to a commercial facility shall be accompanied by a manifest entitled "Oil Field Waste Shipping Control Ticket." It is expressly forbidden to transport or accept such waste without a properly completed manifest form.

B. At the time of transport, the generator shall initiate the manifest (original and four copies) by completing his portion and the name and address of the treatment, storage, or disposal facility. After the transporter completes and signs his portion, the generator shall retain one copy for his files. The original and three copies shall accompany the waste shipment.

C. Upon delivery of the waste, the transporter shall secure the commercial facility operator's signature. The transporter shall retain one copy for his files and give the original and two copies to the commercial facility operator.

D. The commercial facility operator shall complete his portion, assign a number to the manifest (to be recorded on the sample collected pursuant to the requirements of Paragraph 13.5.I), retain a copy for his files and mail the original and final copy to the generator no later than the next working day.

E. The generator shall retain a copy for his files and mail the final completed original to the Office of Conservation no later than seven days after receiving the completed manifest from the commercial facility operator.

F. The generator, transporter, and commercial facility operator shall maintain file copies of manifests for a period of not less than three years for Office of Conservation inspection.

G. Each facility shall submit a Commercial Facility Monthly Report, on the appropriate form, to the Office of Conservation no later than 15 days after the end of each month. This report shall contain a listing of each generator and the amount, in barrels, of each type nonhazardous oilfield waste received that month.

13.7 Land Treatment Facility Requirements

A. Purpose

Land treatment facilities shall be isolated from contact with public, private, or livestock water supplies, both surface and underground.

B. Permitting

The siting, design, construction, operation, testing and closure of land treatment facilities shall be approved only after an application is submitted to and approved by the Commissioner. Each existing facility permitted to receive nonhazardous oilfield wastes other than salt water shall submit and have approved a plan of disposal of pit solids prior to July 1, 1984.

C. Requirements

1) The soil shall contain a slowly permeable horizon no less than 12 inches thick containing enough fine grained material within three feet of the surface to classify it as CL, OL, MH, CH, or OH under the Unified Soil Classification System.

2) The pH of the surface 12 inches of soil shall be or shall be adjusted to be between 6.5 and 9 throughout the facility's operational life and closure/post closure period.

3) The seasonal high water table shall be maintained throughout the facility's operational life at least 36" below the zone of incorporation, either as a result of natural or artificial drainage. The depth of the zone of incorporation, treatment zone, and unsaturated zone shall be defined in the permit application.

4) The concentration of salts in the soil shall at no time exceed levels that would raise the electrical conductivity of a saturated paste above 10 mmhos/cm and the sodium absorption ratio of a saturated paste extract above 10.

5) The concentration of organics shall at no time exceed 5 percent by weight, thus allowing the establishment of vegetation within two growing seasons following the final waste application.

6) An unsaturated zone monitoring system shall be installed to provide early warning of possible migration of mobile waste constituents.

7) An independent consultant shall perform the necessary monitoring to assure adherence to the above-listed requirements.

13.8 Closure

A. All off-site commercial facilities under the jurisdiction of the Office of Conservation shall be closed in a manner approved by the Commissioner to insure protection of the public, the environment and underground sources of drinking water.

B. Closure bond or letter of credit amounts will be reviewed each year prior to the renewal date. A detailed cost estimate for adequate closure of each approved commercial facility shall be prepared by a third party and submitted to the Commissioner at least 60 days before the expiration date of the bond or letter of credit. Upon review of the cost estimate, the Commissioner may increase, decrease or allow the amount of the bond or letter of credit to remain the same. The closure bond or letter of credit must then be renewed at least 15 days prior to the expiration date or the Commissioner shall take possession of the funds guaranteed by the bond or letter of credit.

13.9 Effective Date and Compliance

A. This Amendment shall be effective on and after May 20, 1984.

B. This Amendment shall supercede Section XV, Paragraph 13 of Office of Conservation Statewide Order No. 29-B (Effective May 20, 1983). Any existing special orders authorizing the off-site storage, treatment, and/or disposal of nonhazardous oilfield waste under conditions which do not meet the requirements hereof shall be superceded by this Amendment and the operator shall obtain authority for such storage, treatment and/or disposal after complying with the provisions hereof.

C. All existing commercial facilities shall be required to comply with applicable portions of this amendment within 90 days of the effective date. Failure to comply with this requirement in a timely manner will subject an operator to the suspension or revocation of his permit and/or the imposition of penalties pursuant to La. R.S. 30:18.

Patrick H. Martin
Commissioner

RULE

Department of Natural Resources Office of the Secretary

Under the authority of the State and Local Coastal Resources Management Act, La. R.S. 49:213.1 et seq., in particular, Section 213.11 and in accordance with the provisions of the Administrative Procedure Act, La. R.S. 49:950 et seq., the following amendments are hereby adopted:

I.

Amend Part III A (1) of Appendix c1, "Rules and Procedures for Coastal Use Permits" as follows:

(1) Any applicant for a coastal use permit shall file a complete application with the State, or at his option, in areas subject to an approved local coastal management program, with the local government. The Department will provide the application forms and instructions, including example plats and interpretive assistance, to any interested party. The staffs of the coastal management section and approved local programs shall be available for consultation prior to submission of an application and such consultation is strongly recommended. Application forms may be periodically revised to obtain all information necessary for review of the proposed project.

II.

Add Part III A (3) as follows:

(3) Applicants for coastal use permits for uses of state concern shall include with their application filed with the State a certification that a copy of the application was forwarded by certified mail or hand delivered to the affected local parish(s) with an approved coastal management program.

III.

Add Part III A (4) as follows:

(4) Applicants for coastal use permits for uses of state concern, who elect to submit their application to the affected local parish(s) with an approved local coastal management program, shall include with their application a certification that a copy of the application was forwarded by certified mail or hand delivered to the State.

Frank P. Simoneaux
Secretary

RULE

Department of the Treasury Board of Trustees of the State Employees Group Benefits Program

Pursuant to the authority granted by R.S. 42:871(c) and R.S. 42:874 the Board of Trustees of the State Employees Group Benefits Program has adopted the following Comprehensive Medical Benefits Plan, effective July 1, 1984:

BOARD OF TRUSTEES
STATE EMPLOYEES
GROUP BENEFITS PROGRAM
(Herein called the Program)

GROUP COVERAGE: Self insured and self-funded-medical
GROUP CONTRACT HOLDER: Governmental agencies of the State of Louisiana (herein called the agencies and eligible political subdivisions)

GROUP CONTRACT ISSUER: The Board of Trustees, State Employees Group Benefits Program (herein called the board)

CONTRACT TO TAKE EFFECT: July 1, 1984

This contract is between the contract holder and the Board of Trustees and shall be construed in accordance with the law of State of Louisiana.

The board shall be entitled to rely upon the signatures of the designated representatives of each of the agencies as acting for the agency as to any and all matters pertaining to this contract.

In consideration of the payment of contributions by the contract holder in the amounts and at the times hereinafter provided, the Program hereby agrees with the contract holder, subject to the terms appearing on this and the following pages of this contract including, if any, the riders, endorsements and amendments to this contract which are signed by the board to pay benefits in accordance with the terms of this contract. The ob-

ligations and the rights of all persons under this contract shall be determined in accordance with the terms of this contract without regard to the terms of any prior agreement or of any instrument amending or supplementing or replacing any such agreement.

In witness whereof the board has approved this contract at Baton Rouge, Louisiana.

SCHEDULE OF BENEFITS

COMPREHENSIVE MEDICAL BENEFITS

Lifetime Maximum:

Active Employees and Dependents under age 70	\$500,000
Automatic restoration	4,000
Active Employees and Dependents age 70 and over	250,000
Automatic restoration	2,000
Retired Employees and eligible Dependents under age 65	500,000
Automatic restoration	4,000
Retired Employees and eligible Dependents age 65 and over	250,000
Automatic restoration	2,000
Sponsored Dependent Parents	250,000
Automatic Restoration	2,000
Deductibles:	
Inpatient deductible per day, maximum of 5 days per admission (waived for accidental injury)	\$25
Professional and other eligible expenses Per person, per Calendar Year	200
Family Unit maximum (3 individual deductibles)	600
Percentage Payable after Satisfaction of Applicable Deductibles:	
Eligible expenses up to \$5,000 per Calendar Year, per person	80%
Eligible expenses in excess of \$5,000 per Calendar Year, per person	100%
Outpatient alcoholism treatment	50%*

*Percentage payable for treatment of alcoholism while not hospital confined is limited to 50 percent. Outpatient alcoholism treatment is further limited to 50 visits per calendar year, one visit per day, with a maximum reimbursement of \$20 per visit.

Benefits Payable after Satisfaction of Applicable Deductibles:

Inpatient Hospital charges:	
Room and Board, not to exceed the Hospital's average semi-private rate	80%
Intensive care units, not to exceed twice the Hospital's average semi-private rate	80%
Miscellaneous charges	80%
Professional medical services, not to exceed customary and reasonable charges:	
Surgery and anesthesia	80%
Other eligible expenses	80%

OTHER MEDICAL BENEFITS

The following medical benefits are not subject to the Comprehensive Medical Benefits deductibles:

Second Surgical Opinion	80%
Supplemental Emergency Accident	\$500 maximum
Dental Surgery (per schedule)	\$270 maximum

CATASTROPHIC ILLNESS ENDORSEMENT (Optional)

All eligible expenses are payable at 100 percent following diagnosis of any covered disease.

Maximums for any one disease or combination thereof per lifetime:

- \$10,000 Maximum
 - a) Seventy percent, or \$7,000 for in patient Hospital expenses
 - b) Thirty percent, or \$3,000 for out patient and professional expenses
- \$5,000 Maximum
 - a) Seventy percent, or \$3,500 for in patient Hospital expenses
 - b) Thirty percent, or \$1,500 for out patient and professional expenses

ARTICLE 1
GENERAL PROVISIONS

I. DEFINITIONS

The following definitions shall apply to both the health and accident and the life insurance portions of the State Employees Group Benefits Program unless otherwise indicated.

A. The term *Program* as used herein shall mean the State Employees Group Benefits Program as administered by the Board of Trustees for the benefit of active and retired Employees and their eligible Dependents.

B. The term *Plan* as used herein shall mean Employee and/or Dependent coverage under Comprehensive Medical Benefits, Other Medical Benefits, and the Catastrophic Illness Endorsement. (health and accident only)

C. The term *Participant Employer* as used herein shall mean a State agency. Participant Employer shall also mean a political subdivision, if authorized by law to participate in the Program, or a school board (L.R.S. 17:1223) which has executed an adoption instrument, if required, or has otherwise agreed to participate in the Program on behalf of its Employees.

D. The term *Adoption Instrument* as used herein shall mean the agreement between a political subdivision or a school board and the Program for entrance into the Program.

E. The term *Employee* as used herein shall mean a full-time Employee of a Participant Employer, who normally works 30 hours or more a week; provided, however, that an Employee whose fulltime occupation normally requires less than 30 hours per week shall also be considered a full-time Employee. In no event shall any person appointed on a temporary basis, as defined by Article 1, Section I (F), be considered an Employee.

The term *Employee* shall also include medical residents, known as house officers, employed by Louisiana-owned medical facilities. The enrollment and continued participation of these medical residents will be governed by and inter-agency agreement between the Program and the appropriate state agency.

F. The term *Temporary Appointment* shall mean an appointment to any position for a period of 120 consecutive calendar days or less.

G. The term *Retiree* as used herein shall mean an Employee who:

1. was a covered Employee, as defined by the terms of this contract immediately prior to the date of retirement; and
2. upon retirement immediately received retirement benefits from an approved state or state governmental agency retirement plan; or, if not eligible for participation in such a plan, was employed prior to September 16, 1979, has 10 years of continuous service and has reached the age of 65, or if employed after September 16, 1979, has 10 years of state service and has reached the age of 70.

H. The term *Covered Person* as used herein shall mean an active or retired Employee, or his eligible Dependent, for whom the necessary application forms have been completed and for whom the required contribution is being made.

I. The term *Dependent* as used herein shall mean any of the following persons who are enrolled for coverage as Dependents, provided they are not also covered as an Employee (health and accident only):

1. the covered Employee's legal spouse;
2. any unmarried (never married) children from date of birth to 19 years of age, dependent upon the Employee for support;
3. any unmarried (never married) children 19 years of age, but under 24 years of age, who are enrolled and attending classes as full-time students and who depend upon the Employee for support. The term full-time student shall mean students who are enrolled at an accredited college or university, or at a vocational, technical, or vocational-technical or trade school or institute, or secondary school, for the number of hours or courses which is considered to be full-time attendance by the institution the student is attending.

It shall be the responsibility of the Plan Member to furnish proof acceptable to the Program documenting the full-time student status of a dependent child.

4. any dependent parent of an Employee or of an Employee's legal spouse, if living in the same household and if fully dependent upon the Employee or upon the Employee's legal spouse and who is, or will be, claimed as a Dependent on the Employee's federal income tax return in the current tax year, and who has resided with the covered Employee for the period of 12 consecutive months immediately prior to date of such enrollment. The Program will require an affidavit stating the covered Employee intends to include the parent as a Dependent on his federal income tax return for the current tax year. Only dependent parents enrolled prior to July 1, 1984 shall be eligible for coverage, and continuation of coverage shall be contingent upon the payment of a separate premium for this coverage.

J. The term *Children* as used herein shall mean (health and accident only):

1. any natural or legally adopted Children of the Employee and/or the Employee's legal spouse dependent upon the Employee for support;
2. such other Children for whom the Employee has legal custody, who live in the household of the Employee, and who are or will be included as a Dependent on the Employee's federal income tax return for the current or next tax year (if filing is required); and
3. grandchildren dependent on the Employee for support, living in the household of the Employee, and who are or will be included on the Employee's federal income tax return as a Dependent (if filing is required). The Program will require a copy of the tax form or an affidavit stating that the covered Employee intends to include the child as a Dependent on his federal income tax return for the current or next tax year.

K. The term *Date Acquired* as used herein shall mean the date a Dependent of a covered Employee is acquired in the following instances and on the following dates only:

1. Legal Spouse-date of marriage;
2. Children-
 - a. natural or legally adopted Children — the date of birth or the date of judgment granting adoption;
 - b. other Children living in the household of the covered Employee who are, or will be included as a Dependent on the Employee's federal income tax return — the date of the court order granting legal custody.

c. grandchildren dependent upon the Employee for support, living in the household of the Employee, and who are, or will be included as a Dependent on the Employee's federal income tax return, the earlier of:

- (1) the date of the court order granting legal custody or
- (2) the first date on which the grandchildren come to live with and become dependent on the covered Employee for support.

L. The term *Employee Coverage* as used herein shall mean benefits provided hereunder with respect to the Employee only.

M. The term *Dependent Coverage* as used herein shall mean benefits provided hereunder with respect to the Employee's Dependents only.

N. The term *Occupational Disease* as used herein shall mean a disease which arises from, is contributed to, caused by, or is a consequence of any disease which arises out of or in the course of any employment or occupation for compensation or profit.

However, if the Program is presented with satisfactory evidence proving that the individual concerned is covered as an Employee under any worker's compensation law, occupational disease law, or other legislation of similar purpose, but the disease involved is not covered under the applicable laws or doctrine, then such disease shall, for the purpose of this policy, be regraded as a non-occupational disease.

O. The term *Occupational Injury* as used herein shall mean an Accidental Bodily Injury which arises from, is contributed to, caused by, or is a consequence of any injury which arises out of or in the course of any employment or occupation for compensation or profit.

However, if the Program is presented with satisfactory evidence proving that the individual concerned is covered as an Employee under any worker's compensation law, occupational disease law, or other legislation of similar purpose, but the injury involved is not covered under the applicable laws or doctrine, then such injury shall, for the purposes of this policy, be regarded as a non-occupational injury.

P. The term *Accidental Bodily Injury* as used herein shall mean a localized abnormal condition of the body, internal or external, which was induced by trauma and which occurred through an event that was unforeseen and unexpected. (health and accident only)

Q. The term *Disability* as used herein shall mean that the covered Person, if an Employee, is prevented, solely because of a non-occupational disease, illness, accident or injury from engaging in his regular or customary occupation and is performing no work of any kind for compensation or profit; or, if a Dependent, is prevented solely because of a non-occupational disease, illness, accident or injury, from engaging in substantially all the normal activities of a person of like age in good health. (health and accident only)

R. The term *Hospital* as used herein shall mean an institution which meets all the following requirements:

1. Holds a license as a Hospital (if licensing is required in the State), and is accredited by the Joint Commission for the Accreditation of Hospitals. If located outside the territorial United States, the Hospital must be licensed by the country in which it is located.
2. Operates primarily for the reception, care, and treatment of sick, ailing, or injured persons as in-patients;
3. Provides 24 hour nursing service by licensed nurses;
4. Has a staff of one or more licensed medical doctors available at all times;
5. Provides organized facilities for diagnosis;
6. Requires compensation from its patients for the services

rendered; and

7. Is not primarily an institution for rest, the aged, drug addicts, the treatment of pulmonary tuberculosis, a nursing home, extended care facility or remedial training institution.

S. The term *Room and Board* as used herein shall mean, subject to the exclusionary provisions of this contract, a Hospital's daily charges for room and board and the per-diem rate charged by a Hospital owned and operated by one of the 50 states.

T. The term *Physician* as used herein shall mean the following persons, licensed without limitation to practice medicine and perform surgery:

1. doctor of medicine (M.D.)
2. doctor of dental surgery (D.D.S.)
3. doctor of dental medicine (D.D.M.)

The term *Physician* shall also mean the following persons, licensed to practice their respective professional skills by reason of statutory authority:

4. doctor of osteopathy (D.O.) (L.R.S. 37:1111, *et seq.*);
5. doctor of podiatric medicine (D.P.M.) (L.R.S. 37:611, *et seq.*);
6. doctor of chiropractic (D.C.) (L.R.S. 37:2801, *et seq.*)
7. doctor of optometry (O.D.) (L.R.S. 37:1041, *et seq.*);
8. licensed psychologist meeting the requirements of the National Register of Health Service Providers in Psychology (L.R.S. 37:2351, *et seq.*);

9. licensed board certified social worker who is a member of an approved clinical social work registry or is employed by the United States, the State of Louisiana, or a Louisiana parish or municipality, provided such person is performing professional services as a part of the duties for which he is employed (L.R.S. 37:3701, *et seq.*).

Such Physicians must engage in private practice and render a charge to the Covered Person for professional services.

The term *Physician* does not include any intern, resident, or fellow enrolled in a residency training program regardless of any other title by which he is designated or his position on the medical staff of a Hospital. A senior resident, for example, who is referred to as an assistant attending surgeon or an associate physician, is considered a resident since the senior year of the residency is essential to completion of the training program. Provided, however, that effective October 1, 1977, charges made by a Physician, as defined herein, who is on the faculty of a state medical school, or on the staff of a state Hospital, will be considered a covered expense if such charges are made in connection with the treatment of a disease, illness, accident or injury covered under this Plan and further provided that such physician would have charged a fee for such services in the absence of this provision.

It is the specific intent and purpose of the Program to exclude reimbursement to the Covered Person for services rendered by an intern, resident, or fellow enrolled in a residency training program regardless of whether the intern, resident, or fellow was under the supervision of a Physician or regardless of the circumstances under which services were rendered.

The term *Physician* shall not include a practicing medical doctor in the capacity of supervising interns, residents, senior residents, or fellows enrolled in a training program, who does not personally perform a surgical procedure or provide medical Treatment to the Covered Person.

U. The term *Diagnostic X-ray and Laboratory* as used herein shall mean a procedure requiring a specimen or a procedure that produces a finished photoplate, tape or graph.

V. The term *Incurred Date* as used herein shall mean the date upon which a particular service or supply is rendered or obtained. In the absence of due proof to the contrary, when a single charge is made for a series of services, each service shall be deemed to bear a prorated share of the charge.

W. The term *Reasonable Expense* as used herein shall mean the Customary and Reasonable fee or charge for the services rendered or the supplies furnished in the area where such services are rendered or such supplies are furnished, provided such services or supplies are recommended and approved by a Physician other than the Covered Person.

X. The term *Customary and Reasonable* as used herein shall mean the following:

1. *Customary*: a charge is customary when it is the most consistent charge by an individual Physician for a given procedure and when it is the usual fee for a procedure charged by the majority of Physicians with similar training and experience within the same localities as used by the Program to develop statistics.

2. *Reasonable*: a charge is reasonable when it meets the above criterion or when, in the judgment of the Program, it merits special consideration based upon the complexity of Treatment.

Y. The term *Custodial Care* as used herein shall mean care designed essentially to assist an individual to meet his activities of daily living (i.e. services which constitute personal care such as help in walking, getting in and out of bed, assisting in bathing, dressing, feeding, using the toilet) and care which does not require admission to a Hospital or other institution for the Treatment of a disease, illness, accident or injury, or for the performance of surgery; or, care primarily to provide Room and Board (with or without routine nursing care, training in personal hygiene and other forms of self-care) and supervisory care by a doctor for a person who is mentally or physically incapacitated and who is not under specific medical, surgical or psychiatric Treatment to reduce the incapacity to the extent necessary to enable the patient to live outside an institution providing medical care, or when, despite such Treatment, there is no reasonable likelihood that the incapacity will be so reduced.

Z. The term *Durable Medical Equipment* as used herein shall mean medical equipment designed for repeated use and which is shown by the Plan member to the satisfaction of the Program to be Medically Necessary for the Treatment of a disease, illness, accident or injury, to improve the functioning of a malformed body member, or to prevent further deterioration of the patient's medical condition. Durable Medical Equipment shall include, but not be limited to, such items as standard model wheelchairs, hospital beds, respirators, braces, and other items that the Program may determine to be Durable Medical Equipment, excluding transportation devices such as automobiles or vans.

AA. The term *Medically Necessary* as used herein shall mean a service or Treatment which, in the judgement of the Program:

1. is appropriate and consistent with the diagnosis and which in accordance with accepted medical standards could not have been omitted without adversely affecting the patient's condition or the quality of medical care rendered; and

2. is not primarily Custodial Care.

BB. The term *Physical Therapy* as used herein shall mean the evaluation of physical status as related to functional abilities and Treatment procedures as indicated by that evaluation. Such therapy is therapy provided by a registered physical therapist who is licensed to practice in the state where the service is rendered. Services provided must meet the following criteria: prescribed by a licensed medical doctor, require the skills of and performed by a registered physical therapist, restorative potential exists, meets the standards for medical practice, reasonable and necessary for Treatment of the disease, illness, accident, injury or post-operative condition.

CC. The term *Rehabilitation and Rehabilitative Therapy* as used herein shall mean care concerned with the management of patients with impairments of function due to disease, illness,

accident or injury. Impairments are the physical losses themselves; disabilities are the effects of impairments on overall function of the individual.

DD. The term *Rest Cure* as used herein shall mean care provided in a sanitarium, nursing home or other facility and designed to provide Custodial Care and provide for the mental and physical well being of an individual.

EE. The term *Treatment* as used herein shall mean all steps taken to effect the cure of a disease, illness, accident or injury and shall include, but not be limited to consultations, examinations, diagnoses, and any application of remedies.

FF. The term *Calendar Year* as used herein shall mean that period commencing at 12:01 a.m., January 1, standard time, at the address of the Employee, or the date the Covered Person first becomes covered under the Plan and continuing until 12:01 a.m., standard time, at the address of the Employee on the next following January 1. Each successive Calendar Year shall be the period from 12:01 a.m., January 1, standard time, at the address of the Employee to 12:01 a.m., the next following January 1.

GG. The term *Medicare* as used herein shall mean the health insurance available through any present or future laws enacted by the Congress of the United States, including but not limit to Public Law 89-97, known and described as Medicare, and including any amendments to such law.

II. EMPLOYEES TO BE COVERED

A. Employee Coverage

1. Employee — A person as defined in Article 1, Section I (E).

2. Husband and wife, both Employees

In the event the husband and wife are both eligible for coverage under the Plan as Employees, all eligible dependent Children will be enrolled as Dependents of the husband and the husband may also enroll his wife as a Dependent. IN NO EVENT MAY A PERSON BE ENROLLED SIMULTANEOUSLY AS AN EMPLOYEE AND AS A DEPENDENT UNDER THE PLAN. If a covered spouse chooses at a later date to be covered separately, and is eligible for coverage as an Employee, that person will be a covered Employee effective the first day of the month after such election. In no event shall this change in coverage increase the benefits to the Employee or Dependent.

3. Effective dates of coverage

Each Employee who makes a written request to his Participant Employer for Employee coverage by completing the applicable enrollment forms, and agrees to make the required payroll contributions to his Participant Employer is subject to the terms of Item (4) of Section II, A, and is to be effective for Employee coverage on the first day of the month coinciding with, or next following the completion of one calendar month's service, provided, however, that no Employee Coverage shall in any event become effective unless the Employee makes such request within thirty days after the date of employment. Any such request for coverage after thirty days of employment will be subject to the terms of Item (1) of Section II, E.

4. Employee Deferral rule

In any instance in which an Employee is confined at home, in a Hospital, nursing home, or elsewhere, by reason of disease, illness, accident, or injury on the date the Employee would otherwise become covered under this Plan, the effective date of the Employee's coverage under this Plan shall be deferred until the date such Employee returns to active work for one full day at his customary duties and place of employment.

Notwithstanding any provisions of the preceding paragraph to the contrary, the return to active work requirement shall not serve to defer an Employee's effective date of coverage in the event that the individual's normal place of employment is not open on the day he would otherwise have returned to work. If an

Employee is on an approved leave of absence on the day he would normally have returned to work, coverage will become effective on the day he would normally have returned to active work.

5. New Enrollment/Previous Contract

The coverage of a terminated Employee of a Participant Employer who is reemployed by the same or another Participant Employer within 12 months of the effective date of termination shall be considered a New Enrollment/Previous Contract application. (In order to be considered under these provisions, the Employee must have been covered or have been eligible for coverage under the new Program at the effective date of termination.) As a New Enrollment/Previous Contract applicant, the Employee will be eligible for only that coverage in force at termination.

In the event that an additional Dependent was acquired during the period of termination, that Dependent may be covered provided he is added within 30 days of reemployment. The Dependent will be subject to any Pre-existing Condition limitations as defined in Article 1, Section II (E) which may be imposed on the covered Employee.

A New Enrollment/Previous Contract applicant who was enrolled with supplemental life insurance at the effective date of termination will be reinstated at an amount based upon the Employee's salary at the time of reemployment. A new Enrollment/Previous Contract applicant who was not enrolled for life insurance at the effective date of termination will be eligible for life insurance only through Evidence of Insurability acceptable to the life insurance carrier.

B. Retiree Coverage

1. Eligibility

Each Retiree, as defined in Article 1, Section I (F), of a Participant Employer shall be eligible for retiree coverage under this Plan.

2. Effective date of coverage

Retiree coverage will be effective on the first of the month following the date of retirement, provided the Employee and employer have agreed to make and are making the required contributions. RETIREES SHALL NOT BE ELIGIBLE FOR COVERAGE AS OVERDUE APPLICANTS.

3. Active employment by a Participant Employer following retirement from a Participant Employer

An Employee retired from one Participant Employer may be covered as an active Employee of another Participant Employer or as a Retiree of the Agency from which he retired, but not both. In order to retain eligibility, upon termination of employment from the later Participant Employer, such Employee shall return to the retirement group of his original Participant Employer within 30 days. Life insurance benefits for the Employee shall be at a level no higher than that carried at the time of retirement from the original Participant Employer. In no event shall any person at any time be covered by more than one Participant Employer.

C. Dependent Coverage

1. Eligibility

A Dependent of an eligible Employee or Retiree shall be eligible for Dependent Coverage on the later of the following dates:

- the date the Employee becomes eligible as defined in Article 1, Section II, A (3);
- the date the Retiree becomes eligible as defined in Article 1, Section II, B (2);
- the date the covered Employee or covered Retiree acquires, as defined in Article 1, Section I (J), a Dependent.

2. Effective dates of coverage

a. Dependents of Employees

Dependents of an Employee who makes written application for Dependent Coverage and agrees to make the required contributions to his Participant Employer are to be covered for

Dependent benefits on the date the Employee becomes eligible to carry Dependent Coverage or, if an overdue application, as provided for in Article 1, Section II, (E).

b. Dependents of Retirees

Coverage for Dependents of Retirees shall be effective on the first of the month following date of retirement if the Employee and his Dependents were covered immediately prior to retirement. Coverage for Dependents of Retirees first becoming eligible for Dependent Coverage following the date of retirement shall be effective on the date of marriage (for new spouses of Retirees), the date of birth (for newborn Children of Retirees), or the Date Acquired (for other classifications of Dependents), if application is made within 30 days of the date of eligibility or, if an overdue application, as provided for in Article 1, Section II(E).

c. Dependent deferral rule

If a Dependent, other than a newborn child, is confined at home, in a nursing home, Hospital, or elsewhere, by reason of disease, illness, accident, or injury on the date he would otherwise become covered under this Plan, the effective date of that Dependent's coverage shall be deferred until the date confinement terminates or disability ends, whichever is later.

D. Members of Boards and Commissions

Except as otherwise provided by law, members of any boards or commissions are not eligible for participation in the Program.

This section shall not apply to members of school boards (L.R.S. 17:1223) or members of state boards or commissions who normally work 30 hours or more per week in that position, at their usual place of employment. The Program shall require documentation satisfactory to the Program that a board or commission member works 30 hours per week or more in that position.

E. Pre-Existing Condition

1. Overdue application

The terms of the following paragraphs shall apply to all eligible Employees who apply for coverage after 30 days from the date the Employee became eligible for coverage and to all eligible Dependents of Employees and Retirees for whom the application for coverage was not completed within 30 days from the Date Acquired.

a. The effective date of coverage shall be:

(1). The first of the month following the date of the receipt by the State Employees Group Benefits Program of all required forms, if such forms are received by the State Employees Group Benefits Program prior to the fifteenth of the month.

(2). The first of the second month following the date of the receipt by the State Employees Group Benefits Program of all required forms, if such forms are received by the State Employees Group Benefits Program on or after the fifteenth of the month.

b. The Program will require that all overdue applicants complete a Statement of Physical Condition form and sign an Acknowledgement of Pre-existing Condition form.

c. Medical expenses incurred during the first 24 months that coverage for the Employee and/or Dependent is in force under this contract will not be considered as covered medical expenses if they are in connection with a disease, illness, accident or injury for which the Covered Person received Treatment or services, or was prescribed drugs, during the 12 month period immediately prior to the effective date of such coverage.

2. Political subdivisions

The terms of the following paragraph shall apply to all new Employees and Dependents of new Employees of political subdivisions authorized by law to participate in the Program when application for coverage is made within 30 days of the date of employment.

Medical expenses incurred during the first 12 months that coverage for the Employee and/or Dependent is in force under this

contract will not be considered as covered medical expenses if they are in connection with a disease, illness, accident, or injury for which the Covered Person received Treatment or services, or was prescribed drugs during the three month period immediately prior to the effective date of such coverage.

III. CONTINUED COVERAGE

A. Leave of Absence

If an Employee is allowed an approved leave of absence by his employer, he may retain his coverage for a period up to but not to exceed one year, provided the full premium is paid. Failure to do so shall result in cancellation of coverage.

B. Disability

Employees who have applied for and have been granted a waiver or premium for Basic or Supplemental Life Insurance prior to July 1, 1984, may continue health coverage for the duration of such waiver, provided, however, the Employee shall pay the total contribution to the employer unless he is receiving a disability retirement income from a state or political subdivision retirement plan. On or after July 1, 1984, initial applications for disability waiver of premium for Basic or Supplemental Life Insurances shall not entitle any person to continue health coverage under the Program.

In the event that a state agency or political subdivision withdraws from the Program, health and life coverage for all Employees, including but not limited to those persons then insured by virtue of being disabled, shall terminate as of the effective date of withdrawal by the state agency or political subdivision.

C. Surviving Dependents

Benefits under this contract for the covered Dependents of a deceased covered Employee shall terminate at the end of the calendar month in which the Employee's death occurred unless the surviving covered Dependents elect to continue coverage AT THEIR OWN EXPENSE. Application for such continued coverage must be made within 60 days following the covered Employee's death.

1. The surviving legal spouse of an active or retired Employee may continue coverage until the spouse is eligible for health insurance coverage through an employer-sponsored medical plan, or until remarriage, whichever occurs first; provided, however, a surviving legal spouse who was effective as a surviving spouse prior to July 1, 1977, and had other group coverage at that time, will be allowed to remain as a Covered Person.

2. The surviving Children of an active or retired Employee may continue coverage until they are eligible for coverage by any employer-sponsored medical plan, or until attainment of the termination date for Children, whichever occurs first.

3. Any coverage provided by CHAMPUS (Civilian Health and Medical Program of the Uniform Services) shall not be sufficient to terminate the coverage of an otherwise eligible surviving legal spouse or dependent Children.

D. Overage Dependents

If an unmarried dependent child is incapable of self-sustaining employment by reason of mental retardation or physical incapacity, became incapable prior to the termination age for Children as defined in Article 1, Section I, H (2), and is dependent upon the covered Employee for support, the coverage for such dependent child may be continued under the Plan, provided, however, the Program receives satisfactory proof of mental retardation or physical incapacity, and only for so long as such incapacity continues.

For purposes of this Section III, D, mental illness shall not constitute mental retardation.

The Program shall require that the Plan Member submit current proof from a licensed medical doctor of such continued retardation or physical incapacity as often as it may deem

necessary.

IV. CHANGE OF CLASSIFICATION

A. Change in Coverage

When, by reason of a change in family status (i.e., marriage, birth of child), the class of coverage is subject to change, such change shall take effect on the date of the change (i.e., marriage date or birth date), provided application for this change is made within 30 days of the date of the change.

In all cases, when a Plan Member acquires a new legal spouse, even when a change of classification will not result, application for coverage for this spouse must be made within 30 days of the date of marriage.

In the event a COVERED ACTIVE EMPLOYEE or COVERED RETIREE does not make application within 30 days of the date he becomes eligible for a changed class of coverage, such change in coverage will be subject to the terms of Article 1, Section II (E) of these provisions.

Any change in the amount of benefits resulting from contract provisions regarding the Covered Person attaining any reduction age shall become effective on the July 1 coinciding with or next following the Covered Person's attainment of such age.

B. NOTIFICATION OF CHANGE OR ERROR

IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO NOTIFY THE PROGRAM OF ANY CHANGE OR ERROR IN CLASSIFICATION OF COVERAGE OR ANY OTHER ERROR AFFECTING HIS CONTRIBUTION AMOUNT. ANY SUCH FAILURE LATER DETERMINED SHALL BE CORRECTED ON THE FIRST OF THE FOLLOWING MONTH. ALL REFUNDS OF CONTRIBUTIONS SHALL BE LIMITED TO SIX MONTHS FROM THE DATE NOTICE IS RECEIVED BY THE PROGRAM.

ARTICLE 2

TERMINATION OF BENEFITS

I. EMPLOYEE, RETIREE, AND DEPENDENT COVERAGE

All benefits of a Covered Person shall terminate under this contract on the earliest of the following dates:

A. On the date the Program terminates;

B. On the date the group or agency employing the covered Employee terminates or withdraws from the Program;

C. On the contribution due date if the group or agency fails to pay the required contribution for the covered Employee, except when resulting from clerical or other inadvertent error on the part of the group or agency;

D. On the contribution due date if the covered Employee fails to make any contribution which is required for the continuation of his coverage;

E. On the last day of the month of the covered Employee's death unless otherwise specifically provided herein; or

F. On the last day of the month in which the covered Employee ceases to be eligible within the classes eligible for coverage under this contract.

II. DEPENDENT COVERAGE ONLY

Unless otherwise specifically provided herein, Dependent coverage shall terminate under this contract on the earliest of the following dates:

A. On the date the covered Employee ceases to be covered with respect to himself under this contract;

B. When the covered Employee's Dependent, other than a legal spouse, becomes eligible for coverage as an Employee under this contract;

C. On the last day of the month in which the Dependent ceases to be an eligible Dependent of the covered Employee as defined in this contract;

D. Upon discontinuance of all Dependent coverage under this contract.

ARTICLE 3 MEDICAL BENEFITS

I. COMPREHENSIVE MEDICAL BENEFITS

A. Definitions

The general definitions previously indicated in Article 1, Section I, of this document entitled "Definitions" are also applicable to this Comprehensive Medical Benefits Section. In addition, the following definitions shall apply only to this Article 3, Section I, Comprehensive Medical Benefits.

1. *Deductible Amount* as used herein shall mean those amounts indicated in the Schedule of Benefits.

2. *Family Unit* as used herein shall mean a covered Employee and all of his covered eligible Dependents.

3. The term *Out of Pocket Expenses* as used herein shall mean the sum of (a) any eligible medical expenses used toward the satisfaction of any deductibles for that year, not including expenses incurred for non-confined alcoholism, that satisfied all or part of the deductibles; (b) 20 percent of all such eligible medical expenses which exceed the deductibles for that Calendar Year and for which benefits were paid at 80 percent.

B. The comprehensive Deductible Amount shall apply with respect to each Covered Person, each Calendar Year, provided, however:

a. If a Covered Person incurs covered medical expenses during the last three months (October-December) of a Calendar Year and such expenses are not sufficient to meet the comprehensive Deductible Amount for that Covered Person for that Calendar Year, such covered expenses shall be applied to the comprehensive Deductible Amount for the next succeeding Calendar Year for the Covered Person.

b. In no event shall any Family Unit be required to satisfy more than three individual comprehensive Deductible Amounts during any one Calendar Year regardless of the number of individuals in the Family Unit.

c. In the event more than one Covered Person in a Family Unit is injured in a common accident, only one individual comprehensive Deductible Amount will be required to be satisfied during the Calendar Year in which the accident occurs with respect to the total eligible expenses incurred as a result of the same accident by all such Covered Persons involved.

Any eligible medical expenses which are not related to injuries sustained in the accident will not be included with the combined eligible expenses resulting from the accident for the purpose of satisfying any Deductible Amount.

C. Benefits for eligible medical expenses (except non-confined alcoholism)

When disease, illness, accident or injury (other than non-confined alcoholism) requires the Covered Person to incur any of the eligible expenses defined herein, and such service or Treatment is performed or prescribed by a Physician while this coverage is in force with respect to such Covered Person, and after the Deductible Amounts as defined herein have been satisfied, the Program will pay:

1. Eighty percent of the first \$5,000 of eligible expenses;

2. One hundred percent of eligible expenses in excess of \$5,000 for the remainder of the Calendar Year subject to the maximum amount as specified in the Schedule of Benefits.

D. Non-confining alcoholism

If a Covered Person is treated for alcoholism while not confined in a Hospital as a resident patient, benefits shall be limited to 50 percent of the reasonable eligible expenses incurred, including prescription drugs, provided, however, the maximum reimbursement for psychotherapy by a Physician shall not exceed the maximum amount as specified in the Schedule of Benefits.

Treatment of a Covered Person for alcoholism while not

confined in a Hospital as a resident patient must be rendered by a Physician.

Payment for non-confining Treatment of alcoholism shall be limited to one visit per day and not more than 50 visits per Calendar Year, and shall be further limited to a maximum payment of \$20 per visit.

E. Maximum Benefit

Benefits under this Article 3, Section I, Comprehensive Medical Benefits, for covered medical expenses incurred by any one Covered Person during such person's lifetime shall not exceed the maximum amount as specified in the Schedule of Benefits.

1. The maximum benefit payable shall be reduced on the July 1 coinciding with or next following the covered Retiree's or covered Retiree's Dependent's attainment of age 65 to 50 percent of the remaining lifetime maximum as of the date immediately preceding such July 1. Should the Covered Person be Hospital confined on such July 1, the reduction shall be deferred until the date such confinement terminates.

2. The lifetime maximum benefit for an active Employee shall be reduced on the July 1 following retirement or attainment of age 70, whichever is sooner, to 50 percent of the remaining lifetime maximum as of the date immediately preceding such July 1. Should the Covered Person be Hospital confined on such July 1, the reduction shall be deferred until the date such confinement terminates.

3. The maximum amount payable is subject to partial and full restoration as indicated in Article 3, Section I (F).

F. Restoration and Reinstatement of Lifetime Comprehensive Medical Benefits.

1. Restoration — if a covered Employee, covered Retiree, or covered Dependent receives Comprehensive Medical Benefits under this Article 3, Section I, during a Calendar Year, the amount of such benefits or the maximum amount as stated in the Schedule of Benefits, whichever is less, shall be restored by the Plan on each January 1.

2. Reinstatement — if a covered Employee, covered Retiree, or covered Dependent receives Comprehensive Medical Benefits under this Article 3, Section I, and such benefits exceed the amount eligible for annual restoration as specified in the Schedule of Benefits, the entire Comprehensive Medical Benefit lifetime maximum payable with respect to such Covered Person may be reinstated upon receipt by the Program of evidence of insurability satisfactory to the Program, and furnished without cost to the Program.

G. Eligible Expenses

The following shall be considered eligible expenses under Comprehensive Medical Benefits when prescribed by a Physician and Medically Necessary for the Treatment of a Covered Person:

1. The Hospital's daily charge for Room and Board, not in excess of the maximum as specified in the Schedule of Benefits;

2. The Hospital's daily charge for intensive care units, not in excess of the maximum as specified in the Schedule of Benefits;

3. Anesthesia and the administration thereof;

4. Surgical dressings, plaster casts, and splints;

5. X-ray examinations and therapy, laboratory examinations, basal metabolism tests, electrocardiograms and electroencephalograms, and other diagnostic procedures;

6. Nuclear medicine and electroshock therapy;

7. Blood and blood plasma, blood derivatives and blood processing;

8. Drugs and medicines approved by the Food and Drug Administration or its successor, requiring a prescription and dispensed by a licensed pharmacist, except for birth control medication and dietary supplements;

9. Oxygen and equipment necessary for its administration;

10. Medical and surgical supplies;

11. Intravenous injections and solutions;

12. Services of a Physician, except for examinations for the prescription and/or fitting of eyeglasses or contact lenses, except as may be otherwise provided for herein, hearing aids, routine physical examinations, immunizations and routine well-baby care, and except for other services as are excluded herein;

13. Services of a physiotherapist duly licensed under the laws of the state where the services were rendered, and who is not related to the Covered Person by blood, marriage, or adoption;

14. Services of a registered nurse (R.N.) and of a licensed practical nurse (L.P.N.) duly licensed under the laws of the state where the services were rendered, when Medically Necessary and prescribed by a licensed medical doctor, provided the nurse(s) are not related to the Covered Person by blood, marriage, or adoption. Such services shall be payable only when rendered in a Hospital, as defined in Article 1, Section I (Q).

15. Services rendered by a doctor of dental surgery (D.D.S.) or doctor of dental medicine (D.D.M.) duly licensed under the laws of the state where the service is rendered for the Treatment of accidental injuries to a Covered Person's sound natural teeth, provided that:

a. coverage was in effect with respect to the individual at the time of the accident;

b. Treatment commences within 90 days from the date of the accident and is completed within two years from the date of the accident;

c. coverage remains continuously in effect with respect to the Covered Person during the course of the Treatment.

Eligible expenses shall be limited to the original estimated total cost of Treatment as estimated at the time of initial Treatment.

16. Durable Medical Equipment required for Treatment of a non-occupational disease, illness, accident or injury when certification is submitted in writing to the Program by a licensed medical doctor as to the medical necessity for the equipment and the anticipated length of time the equipment will be required for therapeutic use. The Program will pay for either the rental or the purchase of one standard model of the equipment not to exceed the costs of the equipment. The Program will not replace or repair equipment that has been lost, stolen, damaged, worn out or outgrown, and certification may be required at least annually by the Program to determine the continued medical necessity of such equipment.

17. Initial prosthetic appliances required as a result of conditions caused only by a non-occupational disease, illness, accident or injury. Subsequent prosthetic appliances shall be eligible only when deemed Medically Necessary and when certification is furnished, acceptable to the Program, by the attending medical doctor.

18. Professional ambulance services, subject to the following provisions:

a. Ground transportation — Medically Necessary licensed professional ambulance service in a vehicle licensed for highway use to or from the nearest Hospital with facilities to treat an illness or injury. The Program will pay 80 percent of transportation charges incurred, said charges not to exceed \$100 per trip, plus 80 percent of charges for eligible medical expenses.

b. Air ambulance — charges for Medically Necessary professional medical services and eligible medical supplies rendered in connection with licensed air ambulance transportation. Payment for actual air transportation charges shall be limited to that provided for surface ambulance services.

19. The first pair of eyeglass or contact lenses required as a result of cataract surgery performed while coverage was in force

with respect to a Covered Person. The Program will pay in addition 80 percent of charges for eyeglass frames, as a result of cataract surgery, said charges not to exceed \$50.

20. The first two pairs of surgical support hose if deemed by a Physician and the Program to be Medically Necessary for the Treatment of a physical condition, i.e., phlebitis or varicose veins. Additional surgical support hose may be considered an eligible expense at the rate of one pair per six month period, provided the attending Physician considers the continued use of such hose Medically Necessary for the Treatment of the Covered Person.

21. The first two ortho-mammary support brassieres if Medically Necessary and prescribed by a Physician for the Treatment of a physical condition, i.e., mastosis, simple or radical mastectomy. Additional ortho-mammary support brassieres may be considered an eligible expense at the rate of one per six month period, provided the attending Physician considers the continued use of such brassieres Medically Necessary for the Treatment of the Covered Person.

22. Orthopedic shoes prescribed by a Physician and custom built for a Covered Person;

23. Acupuncture when rendered by a medical doctor duly licensed under the laws of the state where the service is rendered;

24. Outpatient treatment in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference when such interference is a result of or related to distortion, misalignment, or subluxation of or in the vertebral column, with the following limitations: The Program will pay 80 percent of eligible charges incurred, said charges not to exceed \$100 for any Covered Person per calendar month.

H. Coverage After Termination of Comprehensive Medical Benefits

If coverage with respect to a Covered Person terminates while he is confined in a Hospital as an inpatient, and if confinement began prior to the effective date of the termination, the Program will continue to pay benefits provided under this Article 3, Section I, Comprehensive Medical Benefits, until the Covered Person is discharged from the Hospital.

If coverage with respect to a Covered Person terminates while he is totally disabled, any benefits provided under this Article 3, Section I, Comprehensive Medical Benefits, for the Covered Person, but for no other family member, will continue to be available for expenses incurred as a result of a disease, illness, accident, or injury which occurred prior to the date of termination and during the uninterrupted continuance of such total, whole, and continuous Disability but not beyond the end of the Calendar Year in which the termination occurred. Evidence as to the continuance of such Disability must be furnished by the Covered Person to the satisfaction of the Program.

I. Treatment of Alcoholism as a Resident Patient

When alcoholism requires the Covered Person to incur expenses while confined as a resident patient at a facility which meets the definition of Hospital as defined in Article 1, Section I (Q) of this contract, the Program will pay benefits in accordance with the Schedule of Benefits. When alcoholism requires the Covered Person to be confined as a resident patient in a facility licensed by the Joint Commission on the Accreditation of Hospitals but which does not otherwise meet the definition of Hospital as defined in Article 1, Section I (Q), the Program will pay 50 percent of all eligible expenses, including those of a Physician, following the satisfaction by the Covered Person of a separate \$200 deductible. This deductible will be in addition to any Deductible Amounts required under any other provision of this contract. Eligible expenses shall not include:

1. Room and Board charges in excess of the maximum amount as specified under Comprehensive Medical Benefits in the

Schedule of Benefits;

2. Transportation;

3. Education and rehabilitation material and supplies;

4. Services rendered by Chemical Dependency Counselors or any other persons who do not otherwise meet the definition of a Physician as contained in Article 1, Section I (T).

BENEFITS PROVIDED UNDER THIS SECTION I, TREATMENT OF ALCOHOLISM AS A RESIDENT PATIENT, SHALL BE IN LIEU OF ANY OTHER BENEFITS OF THIS CONTRACT AND SHALL BE FURTHER LIMITED TO TWO CONFINEMENTS IN A COVERED PERSON'S LIFETIME. IN ORDER FOR THE EXPENSES OF A COVERED PERSON TO BE ELIGIBLE FOR PAYMENT, THE PRIMARY DIAGNOSIS MUST BE FOR TREATMENT OF ALCOHOLISM. THE PROGRAM SHALL DENY BENEFITS FOR THE TREATMENT OF SUBSTANCE ABUSE OTHER THAN ALCOHOL AND FOR THE TREATMENT OF MULTIPLE SUBSTANCE ABUSE, AS PROVIDED FOR IN ARTICLE 3, SECTION VII (E).

II. SECOND SURGICAL OPINION

A. When an eligible surgical procedure is recommended to a Covered Person, the Program will provide benefits up to but not to exceed the amount specified in the Schedule of Benefits for the purpose of consulting a Physician, other than the surgeon who has recommended the surgical procedure, as to the necessity and prudence of such procedure. Diagnostic X-ray and Laboratory tests necessary for the second Physician to make a reasonable recommendation will be considered eligible expenses, and no Deductible Amount shall apply to benefits payable under this Section. To be considered an eligible expense under this benefit, the following criteria must be met:

1. The second Physician must not be associated with or in practice with the Physician or surgeon recommending surgery.

2. The second Physician must be a specialist in the field required by the surgery.

3. The second Physician must physically examine the Covered Person.

4. The second Physician must prepare and make available a written statement of advantages and disadvantages of the recommended surgery.

5. The second opinion must be obtained within 60 days following the initial recommendation for surgery.

B. The decision as to whether or not the recommended surgery is to be performed and who will perform the surgery shall be the decision of the Covered Person.

C. Exclusions — no payment shall be made under this provision for expenses incurred for the following:

1. Emergency surgical procedures necessitated by an Accidental Bodily Injury.

2. Second opinions regarding procedures not covered under the terms of this contract.

III. SUPPLEMENTAL EMERGENCY ACCIDENT BENEFITS

A. When non-occupational Accidental Bodily Injury requires the Covered Person to receive Treatment and incur an eligible expense within 72 hours of an accident, and services or Treatment as a result of such Accidental Bodily Injury are furnished by or at the direction of a Physician while this coverage is in force as to such person, the Program will pay the Reasonable Expense actually incurred, except as set forth below, and not to exceed the maximum amount payable as specified in the Schedule of Benefits for any one Accidental Bodily Injury.

The supplemental emergency accident benefits will be payable prior to benefits available under all other provisions of this contract, and no Deductible Amount shall apply to benefits payable under this Section.

B. Covered expenses shall include:

1. Room and Board charges, not to exceed the Hospital's average semi-private rate;
2. Intensive care unit charges, not to exceed twice the Hospital's semi-private rate;
3. Physician's charges for medical and surgical care;
4. Care by a registered nurse or licensed practical nurse, but only during confinement;
5. Anesthesia and the administration thereof;
6. Charges for Diagnostic X-ray and Laboratory tests, either as an in patient or out patient;
7. Treatment by a physiotherapist;
8. Drugs and medicines, approved by the Food and Drug Administration or its successor, requiring a prescription and dispensed by a licensed pharmacist;
9. Initial artificial limb(s) or eye(s);
10. Casts, splints, trusses, crutches, and braces (dental braces are not eligible);
11. Oxygen and rental of oxygen equipment;
12. Rental of standard model wheelchair or hospital type bed;
13. Local surface ambulance to the nearest Hospital.

C. Exclusions — no payment shall be made under supplemental emergency accident benefits with respect to:

1. Any loss resulting from the contraction of a disease or illness;
2. Any loss caused by or contributed to by war or any act of war, whether declared or not, or by any act of international armed conflict, or conflict involving the armed forces of any international authority; or
3. Expenses incurred for Treatment rendered or examination made after 90 days from the date of the accident. The date of the accident shall be considered day one.
4. Other exclusions and limitations applicable to these benefits are stated in Article 3, Section VII, captioned "Exceptions and Exclusions for all Medical Benefits" hereinafter set forth.

IV. DENTAL SURGICAL BENEFITS

A. When non-occupational disease, illness, accident or injury requires the Covered Person to undergo any oral surgical procedure listed in the Schedule of Dental Surgical Procedures as herein contained, and the procedure is performed by a doctor of dental surgery (D.D.S.) or doctor of dental medicine (D.D.M.) while this coverage is in force as to such person, the Program will pay the Reasonable Expense actually incurred for such surgical procedure, including the usual pre-operative and post-operative care, not to exceed the maximum amount payable for the procedure as specified in such Schedule. No dental surgical benefits, except those procedures listed in the Schedule of Dental Surgical Procedures, will be considered eligible under this provision.

B. No Deductible Amount shall apply to benefits payable under this Section, and expenses in excess of the amounts shown in the Schedule of Dental Surgical Procedures shall not be considered eligible Out of Pocket Expenses as defined in Article 3, Section I, A (3).

C. Schedule of Dental Surgical Procedures

	Maximum Reimbursement
Incision and drainage of:	
Abscess, intraoral	\$42.00
Abscess, extraoral	180.00
Alveolectomy/Alveoloplasty,	
per quadrant	30.00
Removal of ankylosed tooth	60.00
Apicoectomy	90.00
Cysts of the jaw (mandible or maxilla) excision of:	
Involving area of one or two teeth . .	90.00
Involving area of three or four teeth	180.00

Involving area of five or more teeth	270.00
Fibroma, epulis, excision of	42.00
Excisional or incisional biopsy	80.00
Impacted tooth, excision of one	67.50
two	135.00
three	202.50
four	270.00
Mandibular tori (per quadrant)	112.50
Torus palatinus excision	127.50
Tuberosity reduction	
Soft tissue	54.00
Bony	72.00

V. CATASTROPHIC ILLNESS ENDORSEMENT

A. Optional at the Election of the Employee

The Definitions as set forth in Article 1, Section I, are also applicable to the Catastrophic Illness Endorsement. These Catastrophic Illness Endorsement benefits are paid prior to benefits available under all other provisions of this contract.

These benefits will be provided only to those persons who elect this coverage and agree to pay the additional premium therefor. Only those Employees and Dependents who are covered for Comprehensive Medical Benefits under Article 3 (except dependent parents as defined in Article 1, Section I), are eligible for enrollment. An Employee or Dependent may select coverage under this benefit within 30 days of the date of employment without evidence of good health. If this Endorsement is not elected within this 30 day period, the Employee or Dependent must furnish, without expense to the Program, satisfactory evidence of good health before the coverage will become effective. The effective date of such optional benefits will be determined by the Program following the receipt, by the Program, of a fully completed Statement of Health and any other medical records or statements deemed necessary by the Program.

Only Dependents of covered Employees who elect to participate in the Catastrophic Illness Endorsement shall be considered eligible Dependents for purposes of this Article 3, Section V.

B. Diseases Included

Benefits will be payable under this provision if, on or after the effective date of the Covered Person's coverage under the policy, such person contracts one of the following diseases:

1. Cancer
2. Poliomyelitis (polio)
3. Leukemia
4. Diphtheria
5. Smallpox
6. Scarlet fever
7. Tetanus (lockjaw)
8. Spinal meningitis
9. Encephalitis (sleeping sickness)
10. Tularemia
11. Hydrophobia (rabies)
12. Sickle cell anemia

C. Cancer Limitation

No benefits will be provided hereunder due to, or as a result of cancer:

1. If the Covered Person has ever had cancer before the effective date of his coverage under this provision; or
2. Until after initial pathological diagnosis thereof as cancer.

D. Maximum Amounts Payable and Benefit Periods

1. With respect to all diseases listed above, *except cancer*: The maximum liability of the Program under Section V, E (1), below will be 70 percent of the applicable maximum amount payable as stated in the Schedule of Benefits for any one disease,

and the maximum liability of the Program under Section V, E (2), below will be 30 percent of the applicable maximum amount payable as stated in the Schedule of Benefits for any one disease. Benefits shall be available for expenses incurred during the three year period immediately following the diagnosis of any of the named diseases, and not thereafter. In the event a Covered Person has received the Maximum amount payable described herein for any one disease, such person shall become eligible for benefits under the Comprehensive Medical Benefits section of the Plan, to the extent that such benefits remain unpaid.

2. With respect *only to cancer*:

The maximum liability of the Program under Section V, E (1), below will be 70 percent of the applicable maximum amount payable stated in the Schedule of Benefits during the LIFETIME of the Covered Person, and the maximum liability of the Program under Section V, E (2), below will be 30 percent of the applicable maximum amount payable stated in the Schedule of Benefits during the LIFETIME of the Covered Person. In the event a Covered Person has received the maximum amount payable described herein for cancer, such person shall become eligible for benefits under the Comprehensive Medical Benefits section of the Plan.

E. Benefits

1. In-Patient Benefits

When a Covered Person receives care and Treatment in a Hospital for any of the diseases indicated above, and such care and Treatment is rendered at the direction of a licensed medical doctor while this coverage is in force as to such person, the Program will pay the Reasonable Expense actually incurred for any of the following listed services, but not to exceed the maximum amount payable or benefit period specified in the Schedule of Benefits:

a. Hospital services, including Room and Board, care by regular Hospital attendants, and any Hospital apparatus used in the Treatment of such disease;

b. Services of a registered nurse (R.N.) and of a licensed practical nurse (L.P.N.) duly licensed under the laws of the state where the services were rendered, when Medically Necessary and prescribed by a licensed medical doctor, provided the nurse(s) are not related to the Covered Person by blood, marriage, or adoption. Such services shall be payable only when rendered in a Hospital, as defined in Article 1, Section I (Q).

c. Use of support and mechanical apparatus used in Treatment;

d. Blood transfusions — all charges for blood or plasma and transfusion services;

e. Drugs and medicines — all expenses incurred for medicines used in the Treatment of the disease, provided such drugs and medicines are approved by the Food and Drug Administration or its successor; and

f. X-ray and physiotherapy — all such services required for diagnosis and Treatment

1. Services of a physiotherapist duly licensed under the laws of the state where the services were rendered, and who is not related to the Covered Person by blood, marriage, or adoption;

2. X-ray — all charges for such services prescribed by a licensed medical doctor and required for diagnosis and Treatment.

2. Out Patient Benefits and Professional Services

When a Covered Person receives care and Treatment for any of the diseases indicated above, and such care and Treatment is rendered at the direction of a licensed medical doctor while this coverage is in force as to such person, the Program will pay the Reasonable Expense actually incurred for any of the following listed expenses, but not to exceed the maximum amount payable or benefit period specified in the Schedule of Benefits:

a. Professional fees of the attending Physician, consulting

Physicians, and medical specialists;

b. Professional fees of anesthesiologists not employed by a Hospital;

c. Drugs and medicines — all expenses incurred for medicines requiring a prescription, approved by the Food and Drug Administration or its successor, used on an out patient basis for the Treatment of the disease;

d. Transportation — the fare for conveyance of the Covered Person and one medical attendant by ambulance, rail, air, or other public carrier directly to any Hospital, when the attending Physician considers such trip and mode of travel necessary to the proper Treatment of the Covered Person; and

e. Durable Medical Equipment, as defined in Article 1, Section I (Y).

VI. MEDICARE REDUCTION

Except as may otherwise be provided for by law, all benefits for services and supplies payable under all sections of this policy will be reduced when benefits are paid or payable through any present or future laws enacted by Congress of the United States including but not limited to Public Law 89-97, known and described as Medicare.

The charge for a service or supply will be reduced by whatever amounts are paid or payable by Medicare. The Program shall require written confirmation from the Social Security Administration or its successor that a Plan Member or his Dependent is not eligible for Medicare coverage. All provisions of this contract, including all limitations and exceptions, will be applied to the balance, and benefits will be paid accordingly.

VII. EXCEPTIONS AND EXCLUSIONS FOR ALL MEDICAL BENEFITS

No benefits are provided under this contract for:

A. Cases covered, in whole or in part, by a worker's compensation program, whether insured or self-funded, regardless of whether the Covered Person has filed a claim for benefits. This applies to compensation provided on an expense incurred basis or blanket settlements for past and future loss;

B. Services or supplies furnished by the Veterans Administration;

C. Services or supplies furnished under the laws of the United States or any state or political subdivision; provided, however, that benefits otherwise payable under the Plan will be payable if the Covered Person is rendered services, for which he is charged, in a publicly owned charity hospital;

D. Convalescent, sanitarium, or Custodial Care or Rest Cures;

E. Services rendered for the Treatment of abuse of any drug other than alcohol and/or conditions resulting therefrom;

F. Expenses for elective, nontherapeutic voluntary abortion, provided, however, that expenses for complications arising therefrom shall be considered as eligible expenses;

G. Intentionally self-inflicted injuries, injuries sustained while in an aggressor role, or any attempt at suicide;

H. Any medical expense incident with or caused by any Covered Person's attempt at a felony or misdemeanor;

I. Expenses incurred while a Covered Person in connection with cosmetic surgery, unless necessary for the immediate repair of a non-occupational disease, illness, accident or injury which occurs while coverage is in force;

J. Expenses incurred for orthopedic shoes and related items such as wedges, cookies, arch supports, or shoes purchased unless custom built for the Covered Person;

K. Any expense incurred by a member of a Health Maintenance Organization (HMO), Health Maintenance Plan (HMP), or other prepaid medical plan or medical services plan;

L. Dental braces, dentures, orthodontic appliances, Treatment of periodontal disease;

M. Any medical services, Treatment or prescription drugs provided without charge to the insured;

N. Maternity expenses incurred by any person other than the covered Employee or the covered Employee's legal spouse;

O. Personal convenience items including, but not limited to, admit kits, bedside kits, telephone and television, guest meals and beds and similar items;

P. Charges for services, supplies, or Treatment which are in excess of Reasonable Expenses, as defined in Article 1, Section I (V);

Q. Services and supplies with are not Medically Necessary, as defined in Article 1, Section I (Z);

R. Services rendered for remedial reading and recreational, visual and occupational therapy, behavioral modification therapy and pain rehabilitation control, and dietary instruction for any disease, illness, or condition;

S. Services, supplies, or Treatment in connection with or related to: gender dysphoria or reverse sterilization, or any attempts of these procedures; any diagnostic or Treatment measures which are not recognized as generally accepted medical practice; surgery for excess fat in any area of the body; resection of excess skin or fat following weight loss or pregnancy;

T. Artificial organ implants, *in vitro* fertilization, and artificial insemination;

U. Air conditioners and/or filter, dehumidifiers, air purifiers, wigs or toupees, heating pads, home enema equipment, rubber gloves, swimming pools, saunas, whirlpool baths, home pregnancy tests, and any other items not normally considered medical supplies;

V. Administrative fees, interest, or penalties;

W. Marriage counseling and/or family relations counseling;

X. Birth control medication or devices, appetite suppressant drugs, dietary supplements, vitamins;

Y. Charges for services rendered over the telephone from a Physician to a Covered Person;

Z. Radial keratotomy and similar procedures for the correction of refractive errors;

AA. Speech therapy, except when ordered by a Physician for the purpose of restoring partial or complete loss of speech resulting from stroke, surgery, cancer, radiation laryngitis, cerebral palsy, accidental injuries or other similar structural or neurologic disease;

BB. Services, supplies, or Treatment in connection with or related to obesity, except for endogenous obesity or obesity resulting from external causes when it is certified by the attending Physician to the satisfaction of the Program that such obesity is associated with a serious or life-threatening disorder;

VIII. COORDINATION OF BENEFITS

A. Definitions as applied to this provision

1. *Plan* means any Plan providing benefits or services for or by reasons of medical, dental, or vision care or Treatment under:

a. Group insurance;

b. Group practice, group Blue Cross, group Blue Shield individual practice offered on a group basis, or other group prepayment coverage;

c. Labor management trustee Plans, union welfare Plans.

2. *Allowable Expense* means any Medically Necessary, Customary and Reasonable item of expense, at least a part of which is covered under one of the Plans covering the person for whom claim is made.

3. *Claim Determination Period* means a Calendar Year. However, if a person is not eligible for benefits under this Plan

during all of the Calendar Year, then the combining period for such person, as to that Year, shall be the total period during which he was eligible for benefits.

4. *Program* means the State Employees Group Benefits Program.

B. Primary Plan and Secondary Plan

All benefits provided under this Article 3, Medical Benefits, are subject to coordination of benefits.

This provision is applicable when the total benefits that would be payable by this Plan in the absence of any coordination of benefits provision and the total benefits payable under all other group Plans insuring a Covered Person exceed expenses incurred during a Claim Determination Period.

One of the two or more Plans involved is the primary Plan and the other Plan(s) are secondary Plan(s). The primary Plan Pays benefits first and without consideration of the other Plan(s). The secondary Plan(s) then provide the difference up to , but not in excess of, the total Allowable Expenses. No Plan will pay benefits greater than it would have paid in the absence of coordination of benefits.

Order of Benefit Determination

If an individual is covered by more than one group Plan, the order of benefit determination shall be in accordance with the coordination of benefit guidelines, as amended, established by the National Association of Insurance Commissioners.

C. Effect on Benefits

Benefits paid by the secondary carrier shall be reduced to the extent necessary to assure the payment of up to but not in excess of 100 percent of all Allowable Expenses. Each benefit of the contract will be reduced by the amount that would have been payable in the absence of this provision.

Benefits not paid due to the application may be accrued for a single Claim Determination Period. Such accrued amounts may be used, with respect to that Covered Person only, to provide additional benefits when the combined payment of the primary Plan and all secondary Plans does not provide 100 percent reimbursement for all Allowable Expenses. This accrued amount shall not carry over to the next Claim Determination Period.

ARTICLE 4

UNIFORM PROVISIONS

I. STATEMENT OF CONTRACTUAL AGREEMENT

This written contract as amended and any documents executed by or on behalf of the covered Employee constitute the entire contract between the parties.

II. DEADLINE FOR FILING CLAIMS

A properly submitted claim for benefits as a result of any disease, illness, accident or injury must be received by the State Employees Group Benefits Program by 4:30 p.m., close of business, on June 30 next following the end of the Calendar Year in which the medical expenses were incurred. When June 30 is a non-work day, the deadline is automatically extended to 4:30 p.m. of the next regular workday. Each expense shall constitute a separate claim.

Failure to furnish notice of proof of loss within the time period provided shall not invalidate nor reduce any claim if it shall be shown to the satisfaction of the Program that it was not reasonably possible to furnish such notice, and that such notice of proof was furnished as soon as was reasonably possible.

III. CLAIM FORMS

The program shall furnish all Participant Employers with claim forms. A PROPERLY COMPLETED CLAIM FORM, SIGNED BY THE PLAN MEMBER, IS REQUIRED TO BE SUBMITTED WITH EVERY CLAIM. If the Program receives a bill without a completed claim form, the Program has the right to require additional documentation in order to determine the extent

of coverage, if any, under this Plan.

The Program, through its Physician, shall have the right and opportunity to examine the Covered Person, whose disease, illness, accident or injury is the basis of claim, when and as often as it may reasonably require during pendency of the claim under this contract.

IV. ANNUAL MEDICAL STATEMENT FOR RECURRING PRESCRIPTION DRUGS

The Program shall require a medical statement signed by a licensed Physician, at least once a year, for expenses incurred on a continuing basis for prescription drugs and/or medical supplies.

V. RIGHT TO SELECT PHYSICIAN OF CHOICE

Subject to any agreements for participation in a Health Maintenance Organization (HMO), Health Maintenance Plan (HMP), or other prepaid medical Plan, the Covered Person shall have the sole right to select his own Physician, surgeon, and Hospital; and the Physician-patient relationship shall be maintained.

VI. RIGHT TO RECEIVE AND RELEASE INFORMATION

The Program may release to, or obtain from any company, organization, or person, without consent of or notice to any person, any information regarding any person which the Program deems necessary to carry out this provision, or like terms of any Plan, or to determine how, or if, they apply. Any claimant under this Plan shall furnish to the Program such information as may be necessary to implement this provision.

VII. FACILITY OF BENEFIT PAYMENT

Whenever payments, which should have been made under this Plan in accordance with this provision, have been made under any other Plan, the Program shall have the right, exercisable alone and in its sole discretion, to pay over to any organization making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision and amounts so paid shall be deemed to be benefits paid under this Plan. To the extent of such payments, the Program shall be fully discharged from liability under this Plan.

VIII. COOPERATION OF EMPLOYEE

The Employee shall be required to furnish the Program, upon request, any information which the Program may require to implement the provisions of the contract. Such requests for information shall include, but not be limited to, a verification of the student status of dependent Children between the ages of 19 and 24 and the dependency status of covered Dependents. Failure to furnish the requested information shall constitute reason for denial of benefits.

IX. INTERIM PAYMENT

The Program may, at its option, make interim payment for losses incurred on a continuing basis.

X. PAYMENTS TO BENEFICIARY OR ESTATE

Any benefits payable for expenses incurred prior to the death of a covered Employee shall require one of the following documents in order to pay benefits to the beneficiary or the estate:

A. A notarized copy of the will;

B. In the absence of a will, a certified copy of the court order appointing an administrator or executor of the estate; or

C. In the absence of a will or an order appointing an executor or administrator, a "Request to Pay Proceeds Form" completed in triplicate and notarized. This form can be obtained from the Group Benefits Program's Office.

XI. LEGAL LIMITATIONS

No legal action shall be brought against the Program to attempt to recover benefits allegedly due pursuant to this contract until the Plan Member has exhausted all administrative remedies through the appeal of the claim to the Claims Review Committee as provided in Article 5. Legal actions may be brought against the

Program in accordance with and subject to the time limitations delineated in Article 5.

XII. RIGHT TO AND MEANS OF RECOVERY

A. The Program may recover overpayments from the Covered Person, provider of medical services, any insurance company or other organization, and from future claims of the covered Employee, covered Dependents, or any combination thereof.

B. Should legal action be required to recover overpayments made as a result of fraudulent statements or deliberate omissions on the application or claim form or any part thereof, the defendant will be responsible for attorney's fees of 25 percent of the overpayment or \$500 whichever is greater. The defendant will also be responsible for court costs and legal interest from date of judicial demand until paid.

XIII. SUBROGATION

Upon payment of any eligible benefits covered under this Plan, the Program shall succeed and be subrogated to all rights of recovery of the covered Employee, his Dependents or other Covered Persons, or their heirs or assigns, for whose benefit payment is made, and they shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights, and shall do nothing after loss to prejudice such rights.

The Program shall be entitled, to the extent of any payment made to a covered Employee, his Dependents or other Covered Persons, to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of a covered Employee, his Dependents or other Covered Persons, against any person or entity legally responsible for the disease, illness, accident or injury for which said payment was made. To this end, covered Employees, their Dependents, or other Covered Persons agree to immediately notify the Program of any action taken to attempt to collect any sums against any person or entity responsible for the disease, illness, accident or injury.

XIV. EMPLOYER RESPONSIBILITY

It shall be the responsibility of the entity responsible for the reconciliation of the monthly invoices for an Employee or Retiree to submit enrollment and change forms and all other such necessary documentation to the Program in a professional and timely manner. Employees of said entity shall not, by virtue of furnishing any documentation to the Program on behalf of a Plan Member, be considered agents of the Program, and no representation made by any such person at any time shall change the provisions of this contract.

It shall be the responsibility of said entity to remit the entire monthly premium, consisting of the Employee and the Participant Employer portions (if applicable), and a properly reconciled monthly invoice within 30 days after the date the payment and reconciled invoice are due. In the event complete payment and a properly reconciled invoice are not received within this 30 day period, in addition to other actions available to the Program through operation of law, the payment of claims on behalf of the Employees of the delinquent Participant Employer may, at the option of the Program, be suspended until such time as complete payment and a properly reconciled invoice are received by the Program.

XV. GROUP BENEFITS PROGRAM RESPONSIBILITY

It shall be the responsibility of the Program to adjudicate claims on behalf of Plan Members at all times using accepted industry standards, profiles, and techniques.

XVI. REINSTATEMENT TO POSITION FOLLOWING CIVIL SERVICE APPEAL

When coverage of a terminated Employee is reinstated by reason of a civil service appeal, coverage shall be reinstated to the same level retroactive to the date coverage terminated. The Em-

ployee and Participant Employer shall be responsible for the payment of all premiums for the period of time from the date of termination to the date of the final order reinstating the Employee to his position. The Program shall be responsible for the payment of all eligible benefits for charges incurred during this period. All claims for expenses incurred during this period must be filed with the Program within 60 days following the date of the final order of reinstatement.

ARTICLE 5 CLAIMS REVIEW AND APPEAL

This section establishes and explains the procedures for review of benefit and eligibility decisions by the Program.

I. *Definitions.* As used in this section, the following definitions apply:

A. The term *Plan Member* means a Covered Person other than a Dependent, i.e., a covered Employee (active or retired).

B. The term *Covered Person* is defined in Article 1, Section I (G).

C. The term *Appealing Party* means a Plan Member affected by an Initial Determination.

D. The term *Initial Determination* means a formal written decision by an Employee of the Board who has reviewed a claim for benefits under a provision of the Program.

E. The term *Appeal* means a request for and a formal review of an Initial Determination, in accordance with the procedures established and explained in this Section.

F. The term *Representative* means:

1. The authorized parent or tutor of an unemancipated minor; or

2. The curator of an interdict; or

3. An attorney who is a member in good standing of the Bar of the State of Louisiana.

G. The term *Director* means the Executive Director of the Program.

H. The term *Committee* means the Claims Review Committee of the Board.

I. The term *Referee* means a hearing officer employed by the Board, to whom an Appeal may be referred for hearing.

J. The term *Party to a Hearing* means the Appealing Party and the Program.

II. *Notice of Initial Determination.* Notice of an Initial Determination shall be mailed to the Plan Member at the last known address. Payment of a claim, along with an Explanation of Benefits (EOB) constitutes notification. In each instance when a claim is decided, an EOB is sent to the Plan Member. When an Initial Determination results in the disallowance of a claim, in whole or in part, the notice of determination shall inform the Plan Member of the right to review and appeal in accordance with this Section, and that a request for review must be received by the Director of the Program within 90 days of the date of the notice.

III. *Claims Review and Appeal Prerequisite to Legal Action.* The Initial Determination becomes final, and no legal action shall be brought against the Program to attempt to establish eligibility or to recover benefits allegedly payable under the Program, unless a request for review is made in accordance with the provisions of sub-section IV of this section.

IV. *Request for Review.* A plan Member, affected by an Initial Determination, may appeal the determination in the following manner:

A. The Appeal must (a) be in writing; (b) be signed by the Appealing Party or Representative; (c) give the name and address of the Appealing Party or Representative, if any; (d) contain a clear and concise statement of the matter in dispute and the basis of the Appeal; and (e) include a copy of the applicable determination.

B. The appeal must be filed with the Director, within 90

days of the date of the notice of Initial Determination. An Appeal shall be deemed filed on the date it is received in the office of the Director. The Director shall cause the date of filing to be noted on each Appeal.

V. *Claims Review Committee.* The chairman of the Board shall appoint a Claims Review Committee of five members of the Board.

A. The Committee shall have the authority to hear and decide all Appeals.

B. The Committee may appoint a Referee to take testimony in and to hear all Appeals.

VI. *Assignment of Appeals for Hearing.* The Director shall fix the time and the place for the hearing of Appeals by the committee. If a Referee has been appointed to hear an Appeal, the Referee shall fix the time and place for hearing the Appeal, with the Director's approval.

A. All Appeals before the Committee shall be heard in a convenient place in the City of Baton Rouge, selected by the Director. All Appeals before a Referee shall be heard in a convenient place, selected by the Referee, with the Director's approval.

B. Notice of the time and place fixed for the hearing shall be mailed to the Appealing Party at least 30 calendar days prior to the date of the hearing.

C. Appeals shall be heard as soon as reasonably possible. No continuance shall be granted except for compelling cause. An Appeal fixed for hearing may be continued, without prejudice to the Appealing Party, (a) by the Director, the committee, or the Referee in a referred case, upon a showing of compelling cause, at the request of any party; or (b) if it is not reached for hearing. An Appeal fixed for hearing and not reached shall be reassigned by preference over any Appeal continued for any other reason and any Appeal subsequently filed. Written notice of the time and place of the continued hearing shall be mailed to the Appealing Party; except when a continuance is ordered during a hearing, oral notice of the time and place of the continued hearing may be given to the Appealing Party present at the hearing.

VII. Procedure for Hearing Appeals.

A. Because of the personal and confidential nature of the matters to be considered, hearings shall be closed to the public. However, the Appealing Party or Representative may request an open hearing. In that event, the hearing will be open except to the extent that other legitimate purposes can only be protected by closing portions of the hearing.

B. The Appealing Party shall have the right, but shall not be required, to be represented at the hearing by legal counsel who is a member in good standing of the Bar of the State of Louisiana.

C. The Committee or Referee shall control the hearing in a manner best suited to ascertain the facts and safeguard the rights of the Parties to the Hearing.

D. The basis of the Initial Determination which is the subject of review shall be presented to the Committee or Referee first. The Appealing Party, or Representative, will then be given the opportunity to demonstrate why this Determination should be held in error. The Program will then be given the opportunity to present the case in support of the Initial Determination.

E. Testimony shall be taken only on oath, affirmation, or penalty of perjury. The committee, the Director, and Referee shall have the power to administer oaths and affirmations as well as other powers granted in this section and by law.

F. Each Party to the Hearing shall have the right to call and examine all other Parties to the Hearing and their witnesses; to introduce exhibits; to question opposing witnesses and Parties to the Hearing on any matter relevant to the issue, even though the matter was not covered in the direct examinations; to impeach any

witness regardless of which Party to the Hearing first called the witness to testify; and to rebut any evidence presented.

G. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any statutory or other rule of law which might make improper the admission of such evidence over objection in a civil or criminal proceeding.

H. The Committee or Referee may question any Party to the Hearing or witness and may admit any relevant and material evidence.

I. The Appealing Party has the burden of proving whatever facts are necessary to support the opposition to the Initial Determination.

J. If, after the hearing has begun, the Committee or Referee determines that additional evidence is necessary for the proper determination of the case, (a) the hearing may be continued to a later date and any Party to the Hearing ordered to produce additional evidence; or (b) the hearing may be closed, and the record held open in order to permit the introduction of additional documentary evidence. The Committee or Referee may order a further hearing if the nature of the additional evidence or the refutation thereof makes further hearing desirable.

K. At the request of any Party to the Hearing made prior to the close of the hearing, the Committee or Referee shall grant oral argument. If written argument is requested, it may be granted and, if granted, the Parties to the Hearing shall be advised as to the time and manner within which such argument is to be filed. The Committee or Referee may require any Party to the Hearing to submit written memorandum pertaining to any or all issues raised in the hearing.

L. A verbatim taped record will be made of the hearing and made a permanent part of the Committee's records. An actual typed transcript of the hearing will be made only when determined to be necessary at the hearing, or subsequently, if legal action results, at the cost of the party requesting the transcript.

VIII. Subpoena of Witnesses; Production of Documents.

A. The Committee, each member thereof, the Director, and Referee to whom an Appeal has been referred shall have the power to order the attendance and giving of testimony by witnesses and the production of books, papers, and other documentary evidence.

B. The Committee or Referee may order the production or inspection of any records or relevant portions of records in the possession of the Program when necessary to decide the issues in any Appeal or to assist an Appealing Party in preparing for the proceeding. A request by an Appealing Party, or Representative for an order to produce or inspect records of the Program shall be in writing and shall state clearly the information desired, the records desired to be produced or inspected, and the reason therefor.

C. No subpoena will be issued requiring the attendance and giving of testimony by witnesses unless a written request therefor is received in the office of the Director no later than 15 calendar days before the date fixed for the hearing. The request for subpoenas shall contain the names of the witnesses, the street addresses at which the witnesses can be served, and a brief statement of what is intended to be proved by each witness. No subpoenas will be issued until the party requesting the subpoenas deposits with the Director a sum of money sufficient to pay all fees and expenses to which a witness in a civil case is entitled pursuant to L.R.S. 13:3661 and 3671.

D. No subpoena for the production of books, papers and other documentary evidence will be issued unless written request therefor is received in the office of the Director no later than 15 calendar days before the date fixed for the hearing. The request for

subpoena for books, papers, and other documentary evidence shall contain a description of the items to be produced in sufficient detail for identification and shall contain the name and street address of the person who is to be required to produce the items and a brief statement of what is intended to be proved by each item.

EMPLOYEES GROUP LIFE
INSURANCE PROGRAM AND
ACCIDENTAL DEATH
AND DISMEMBERMENT BENEFITS
UNDERWRITTEN BY
CONTINENTAL ASSURANCE COMPANY
(Herein called the Company)
Underwriters for
THE STATE OF LOUISIANA BOARD
OF TRUSTEES STATE EMPLOYEES'
GROUP BENEFITS PROGRAM
Baton Rouge, Louisiana
(Herein called the Employer)

HEREBY CERTIFIED that the employee (herein individually called the Insured Employee), and his dependents, if any, (herein individually called the Insured Dependent), whose names are on file as being eligible for insurance with the Employer and for whom the required premium has been paid, as subject to all the exceptions, limitations and provisions of said policy for the benefits described in this Certificate of Insurance.

The term "Insured Person" wherever used in the certificate means either the insured employee or the Insured Dependent.

The term "Schedule of Benefits" wherever used in this certificate means the schedule appearing herein.

EFFECTIVE DATE OF INDIVIDUAL INSURANCE

On May 1, 1976, Employees and Retirees, and their eligible Dependents, enrolled on April 30, 1976, under the predecessor contracts and agreements became immediately eligible for the benefits described herein on May 1, 1976, provided, such Employee was actively at work on the date and such Retiree or Dependent was not hospital-confined or disabled on that date.

The Life Insurance provided hereunder shall not be applicable to any Insured Employee, employed on and after February 24, 1982, who is age 70 or over, or attains age 70 after becoming employed. However, this does not apply to those employees or retirees who were employed prior to their 70th birthday.

Subsequent to May 1, 1976, all new and other full-time Employees and Retirees, other than temporary Employees, and their eligible Dependents will become eligible for coverage on the first day of the month coinciding with or next following the completion of one month service, provided, however that no employee coverage shall in any event become effective unless the employee makes such request within 30 days after the date of employment.

The effective date of coverage will be defined under the following circumstances; and the section entitled "Dependents" will not apply.

1. If an Employee is absent from active full-time work on account of accidental bodily injury or sickness when his insurance would otherwise take effect, it shall take effect on the date he returns to active full-time work; and

2. If a Retiree or Dependent is hospital confined on account of accidental bodily injury or sickness on the date his insurance would otherwise take effect, the insurance shall take effect on the date the hospital confinement terminates, (or disability ends), whichever is later.

CHANGE OF CLASSIFICATION

Any change in the amount of insurance, occasioned by a change in the Insured Employee's classification, shall become effective, provided the Insured Employee is then actively at work, on the first day of the insurance month following the date of such change and provided he makes the necessary contribution. If such employee is not then actively at work, such change shall become effective on the next following day on which he is actively at work. If the employee does not make the necessary contribution within 31 days of such date, and such change provides for an increase in benefits, the employee must furnish evidence of insurability without expense to the Company, which is satisfactory to it, before the increased benefits can go into effect, on a date to be designated by the Company.

Any change in the amount of insurance, occasioned by the employee's attainment of age 70 shall become effective on the next July 1 coinciding with or next following the date the employee attains age 70, whether or not he is actively at work.

If notice is not given to the Company within 31 days after the date of a change in classification increasing benefits, the Company may require evidence of insurability satisfactory to it before accepting such change.

INDIVIDUAL TERMINATIONS

The insurance of an Insured Employee shall terminate on the earliest of the following dates:

1. On the date the master policy is terminated;
2. On the premium due date if the Employer fails to pay the required premium for the Insured Employee, except when resulting from clerical mistake or inadvertent error; or
3. On the last day of the month in which the Insured Employee leaves or is dismissed from the employment of the Employer, provided, however, authorized retirement shall not be considered as a reason for termination of insurance.

Cessation of premium payment for an Insured Employee, termination of his membership in the class or classes eligible for insurance under the policy or termination of the policy shall not act to terminate his insurance hereunder if he is covered under the provision entitled, WAIVER OF PREMIUM DURING TOTAL DISABILITY.

Any Insured Employee's insurance will continue beyond the day it would otherwise terminate as provided above provided the following conditions are satisfied:

An Insured Employee's insurance will continue and employment will be deemed to continue, provided the Employer continues to pay the applicable premium and follows an established plan which precludes individual selection under the following circumstances:

- a. If the Insured Employee is absent from active full-time work because of temporary lay-off or because of leave of absence, for a period of up to twelve months following cessation of active full-time work, or
- b. If the Insured Employee is absent from active full-time work or on a part-time employment basis because of accidental bodily injury or sickness.

Within the meaning of this provision, Total Disability is defined to be the disability of an Insured Employee which occurs as the result of an accidental bodily injury or sickness which causes the Insured Employee to be wholly and continuously prevented from performing his normal active duties and from engaging in his own or any other business or occupation for remuneration or profit.

The insurance of an Insured Dependent shall terminate on the earliest of the following dates:

1. The date of the Insured Employee's transfer to a class ineligible for dependent life insurance;
2. On the date that the Insured Dependent ceases to be a dependent as defined herein;

3. The date that the Insured Employee's insurance under the policy terminates;

4. On the date that the policy is amended to terminate the provision of Life Insurance for dependents;

5. On the date the Insured Dependent enters the armed forces of any state, province, country, or any international organization;

6. On the date that the Insured Dependent becomes covered hereunder for insurance as an Insured Employee; and,

7. On the July 1 coinciding with or next following the insured Dependent's attainment of age 65.

LIFE INSURANCE BENEFITS FOR EMPLOYEES

A. DEATH BENEFIT

Immediately upon receipt of due proof of death of any Insured Employee while insured under the policy, the Company will pay to his beneficiary, subject to the provisions of the policy, the amount of Life Insurance specified in the Schedule of Benefits.

The provisions of the policy principally affecting the Insured Employee's Insurance are described in this certificate. All benefits are governed by and are subject in every respect to the provisions of the policy, which alone constitutes the agreement under which payments are made.

B. MODES OF SETTLEMENT

An Insured Employee may elect, by written instructions for settlement delivered to the Company, to have the whole or any part of the benefit paid upon his death to his beneficiary, in a fixed number of monthly payments, as set forth below. If no written instructions for settlement are in effect upon the death of the Insured Employee, his beneficiary may make such election.

No. of Years of Payment	Mo. Payment for each \$1,000 Applied
1	\$84.28
2	42.66
3	28.79
4	21.86
5	17.70
6	14.93
7	12.95
8	11.47
9	10.32
10	9.39
15	6.64
20	5.27

If the Death Benefit is payable in a lump sum, such payment shall be made immediately upon receipt of proof of death. If monthly payments are elected, the first payment will be made immediately upon receipt of proof of such death. In no event may a period of years resulting in monthly payments of less than \$20.00 be elected.

If any beneficiary dies while receiving monthly payments under the policy, payment of the remaining amount shall be made in a lump sum to the estate of the beneficiary unless otherwise specified by the Insured Employee in written instructions for settlement.

The amounts payable in accordance with the above table are based upon interest at the rate of 2½ percent per year.

The Company may change the above table on any policy anniversary or on any date the provisions of the policy are changed, but the new table shall not apply to any claim pending under the policy before the date of the change.

C. BENEFICIARY

The beneficiary of an Insured Employee shall be designated by the Insured Employee in writing and the death benefit shall be payable in accordance with such designation.

If more than one beneficiary is named by the Insured Employee and the respective interests of each beneficiary have not been specified, the beneficiaries shall share equally.

If any named beneficiary predeceases the Insured Employee, the interest of such beneficiary shall terminate and shall be shared equally by each of the beneficiaries as survive the Insured Employee, unless such Insured Employee has made written instructions otherwise. If, however, there be no surviving named beneficiary, the amount of the death benefits shall be paid in one lump sum to the estate of the Insured Employee.

The Company, at its option, may pay an amount not to exceed \$1,000 of the Insured Employee's insurance to any person appearing to the Company to be equitably entitled to the payment because of expense incurred in connection with the last illness, death or burial of the Insured Employee.

If the beneficiary of the Insured Employee is a minor or is otherwise incapable of executing a valid release for any payment due, the Company, at its option, and until claim is made by the duly appointed guardian, committee, or other legally authorized representative of the beneficiary, may make payment of the proceeds otherwise payable to the beneficiary, at a rate not exceeding \$50 per month per \$1,000 of insurance in force not to exceed \$200 per month per beneficiary to any relative by blood or connection by marriage of the beneficiary, or to any other person or institution appearing to the Company to have assured custody and principal support of the beneficiary.

D. CHANGE OF BENEFICIARY

An Insured Employee who has not named an irrevocable beneficiary may change his beneficiary at any time without the beneficiary's consent by filing written notice of the change with the Employer, but the change shall not become effective under the policy unless the notice is received by the Company at its Executive Offices or by the State of Louisiana, Board of Trustees, State Employees Group Benefits Program, acting on behalf of the Company. Upon receipt of the notice by the Company, the change will take effect as of the date the notice was signed, but without prejudice as to any payment made before such change is recorded by the Company.

E. WAIVER OF PREMIUM DURING TOTAL DISABILITY

"Total Disability," as used herein, means any disability of an Insured Employee commencing while such Insured Employee is insured under the policy and prior to his 65th birthday, which results from bodily injury or disease and which wholly and continuously prevents the Insured Employee from engaging in any occupation for wage or profit. This waiver-of-premium benefit is self-insured by the Board of Trustees, State Employees Group Benefits Program, for disabilities commencing on or after February 1, 1976.

Upon condition that due proofs be submitted to the Company, as specified hereafter:

1. That termination of employment of the Insured Employee occurred (a) while said Insured Employee was insured hereunder, (b) prior to the Insured Employee's attainment of age 65, and (c) as a result of total disability as defined above; and

2. That the aforesaid total disability continued without interruption from the date of termination of employment until the date of death, provided the Insured Employee is not covered under the Waiver of Premium Provision of the prior carrier's policy.

Then, upon receipt by the Company of due proofs of the Insured Employee's death, the amount of Life Insurance in force on the life of the Insured Employee at the date of his death shall be paid to his beneficiary, provided, however, if an individual policy has been issued in conversion of such Insured Employee's insur-

ance and a death claim shall have been paid under that policy, no payment shall be made by the Company under the foregoing provisions of this Section, nor under any other provisions of the policy.

Initial proof of such total disability must be submitted within a period of 12 months immediately following the date of termination of employment. Thereafter, subsequent proof of continuance of such total disability must be submitted within each three months' period immediately preceding each following policy anniversary of the date of termination of employment.

All proofs must be submitted in writing to the Company at its Executive Offices in Chicago, Illinois, or to the Board of Trustees, State Employees Group Benefits Program, acting on behalf of the Company. The Company shall have the right to have the Insured Employee examined at any time or times during such period of disability. If such disabled employee fails to submit proofs in the manner specified or the time required, or refuses to be examined when requested by the Company, then from that date, he shall not be entitled to benefits under this provision or any other provisions of the policy.

F. CONVERSION PRIVILEGE

Upon Individual Termination

If the insurance, or any portion of it, of any Insured Employee ceases because of termination of employment, termination of membership in a class eligible for insurance under the policy, or if the amount of Life Insurance in force for such Insured Employee under the policy decreases due to age as specified in the Schedule of Benefits, such Insured Employee shall be entitled to have issued to him by the Company, without evidence of insurability, an individual policy of life insurance (except term insurance) without disability or any other supplementary benefits. The Insured Employee may select any form of individual policy, except term insurance as stated above, that is customarily issued by the Company for any amount not in excess of the amount which is being terminated.

The Insured Employee must make written application for the individual policy, and the first premium must be paid to the Company within the 31-day period following the Insured Employee's termination of employment, termination of membership in a class eligible for insurance, or decrease in the amount of insurance in force due to age. Premiums for such individual policy shall be at the then customary rate applicable to the form and amount of the individual policy, to the class of risk to which such Insured Employee belongs, and to his attained age on the effective date of the individual policy.

Upon Termination or Amendment of Policy:

If the insurance of an Insured Employee terminates because the policy terminated or is amended to exclude the class of which the Insured Employee is a member, and if the Insured Employee has been continuously insured under the policy for at least five years before the termination date, such Insured Employee shall be entitled to have issued to him an individual policy of life insurance subject to the same conditions and limitations as provided under "Upon Individual Termination" above, except that the amount of such individual policy shall not exceed the lesser of:

1. The amount of insurance ceasing because of the termination, less any amount of life insurance for which the Insured Employee is or becomes eligible under any group policy issued or reinstated by the Company or by another company within 31 days after such termination date; or

2. \$2,000

Death Within Conversion Period:

If the Insured Employee dies during the period within which he would have been entitled to have an individual policy issued to him in accordance with the provisions of this Conversion

Privilege and before an individual policy becomes effective, the amount of life insurance which the Insured Employee would have been entitled to have issued to him under the individual policy shall be payable as a claim under the policy, whether or not application for such individual policy or payment of the first premium therefor has been made.

If an Insured Employee is on Waiver of Premium, as provided in Sub-Section E above, when the policy terminates and he subsequently recovers, he will have the right to convert his insurance according to the provisions of the paragraph entitled "Upon Termination or Amendment of Policy", in Sub-Section F, within 31 days after his complete recovery.

This Policy shall be in lieu of all other benefits under the policy.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

(Insured Active Employees under age 70 only)

Upon receipt of notice and due proof that an Insured Employee has sustained any of the losses listed in the following Table of Losses, as a result of injury as defined herein, and within 90 days after the date of the accident, the Company will pay, subject to the terms and conditions hereof, the amount of insurance specified for any one such loss in accordance with the Principal Sum applicable to such Insured Employee as set forth in the Schedule of Benefits.

A. TABLE OF LOSSES

For the Loss Of:	The Benefit Will Be:
Life	The Principal Sum
Both Hands or Both Feet	The Principal Sum
One Hand and One Foot	The Principal Sum
Sight of Both Eyes	The Principal Sum
One Hand and Sight of One Eye	The Principal Sum
One Foot and Sight of One Eye	The Principal Sum
One Hand	One-Half the Principal Sum
One Foot	One-Half the Principal Sum
Sight of One Eye	One Half the Principal Sum

The term "Loss," as used herein, with respect to hands or feet, shall mean loss by complete and permanent severance at or above the wrist or ankle joint and with respect to eyes shall mean the entire and irrecoverable loss of the entire sight thereof.

The term " Injury," as used herein, shall mean accidental bodily injury which is sustained directly and independently of all other causes by the Insured Employee while insured under the policy.

Benefits will not be paid for more than one of the above losses (the greatest) sustained as a result of any one accident.

B. EXCEPTIONS

No benefit will be paid for any loss caused by or resulting from:

1. suicide or any attempt thereat while sane or self-destruction or any attempt thereat while insane; or
2. declared or undeclared war or act of war; or
3. disease of the body or mental infirmity, or as a result of medical or surgical treatment or diagnosis therefor; or
4. ptomaines or bacterial infection except only pyogenic infection occurring simultaneously with and in consequence of a visible accidental cut or wound; or
5. service in the armed forces of any state, province, country, or any international organization; or
6. participating in a riot or as the result of the commission of a felony by the Insured Employee; or
7. taking of poison whether voluntary or involuntary or asphyxiation from or inhaling gas, whether voluntary or involuntary, which does not arise out of or in the course of the Insured Employee's employment.

C. ACCIDENTAL DEATH AND DISMEMBERMENT PROVISIONS

Notices of Claim

Written notice of injury upon which claim may be based must be given to the Company or to the State of Louisiana, Board of Trustees, State Employees Group Benefits Program, acting on behalf of the Company, within 20 days after the date of the first loss for which benefits arising out of each such injury may be claimed.

Written notice given by or in behalf of the Insured Employee to the Company at its Executive Offices or to the State of Louisiana, Board of Trustees, State Employees Group Benefits Program, acting on behalf of the Company, with particulars sufficient to identify such Insured Employee, shall be deemed notice to the Company. Failure to furnish notice within the time provided herein shall not invalidate any claim if it shall be shown not to have been reasonably possible to furnish such notice and that such notice was furnished as soon as was reasonably possible.

Claim Forms

The Company, upon receipt of the notice required herein, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not so furnished within 15 days after the Company receives such notice, the claimant shall be deemed to have complied with the requirements specified herein as to proofs of loss upon submitting, within the time fixed herein for filing proofs of loss, written proof covering the occurrence, character and extent of the loss for which claim is made.

Proofs of Loss

Written proof of loss upon which claim may be based must be furnished to the Company or to the State of Louisiana, Board of Trustees, State Employees Group Benefits Program, acting on behalf of the Company, not later than 90 days after the date of such loss. Failure to furnish such proof within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to furnish proof within such time and that such proof was furnished as soon as reasonably possible.

Payment of Claims

Any benefit provided herein will be paid upon receipt by the Company of the proofs of loss required herein. The benefit for loss of life and all other benefits which remain unpaid at the death of the Insured Employee shall be paid in accordance with sub-section C " BENEFICIARY," of Section V, entitled "LIFE INSURANCE BENEFITS FOR EMPLOYEES," and as set forth in sub-section B of that Section V. All other benefits shall be paid to the Insured Employee.

Examinations

The Company, at its own expense, shall have the right to have the Insured Employee, whose injury is the basis of a claim hereunder, examined by a physician designated by it, as often as it may reasonably require during the pendency of such claim, and also the right and opportunity to have an autopsy performed in case of death, where it is not forbidden by law.

Legal Actions

No action at law or inequity shall be brought to recover hereunder prior to the expiration of 60 days after proof of loss has been furnished in accordance with the requirements of section hereof entitled "Proofs of Loss," nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of loss is required to be furnished.

Policy Provisions Excepted

The rights and benefits under sub-section F, entitled "CONVERSION PRIVILEGE", in Section V, shall not apply to Accidental Death and Dismemberment Benefits, nor shall the

amount of the Principal Sum be considered in determining any amount of insurance to be converted.

The rights and benefits under the provisions relating to total disability shall not apply to Accidental Death and Dismemberment Benefits.

DEPENDENT LIFE INSURANCE BENEFITS

Active employees under age 70 who choose the Basic Benefit
Amount of Life Insurance

	UNIT
Legal Spouse under 65 years of age*	\$1,000.00
Children 14 days to 19 years of age	\$ 500.00
Student Dependent to 24 years of age	\$ 500.00

Active employees under age 70 who choose the Basic and Supplemental Life Benefit

	Amount of Life Insurance
Legal Spouse under 65 years of age*	\$2,000.00
Children 14 days to 19 years of age	\$1,000.00
Student Dependent to 24 years of age	\$1,000.00

The Dependent Life Insurance Benefit will terminate when the Employee attains age 70 or retires, whichever occurs first.

State employees are required to pay the entire cost of Dependent Life Insurance.

*See Individual Termination Section.

DEPENDENT DEFINITION

The term "Dependent," as used herein, means any of the following persons who are enrolled for coverage as dependents, provided they are not also covered as an employee:

1. The Insured Employee's legal spouse under 65 years of age.
2. Any unmarried children 14 days of age and over but under 19 years of age depending upon the employee for their support.
3. Any unmarried children 19 years of age but under 24 years of age who are enrolled as full-time students and who depend upon the employee for their support.

It is hereby agreed that if an unmarried dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and became so incapable prior to attainment of the Termination Age stated above and is chiefly dependent upon the Insured Employee for support and maintenance and if, within thirty-one days of the date such dependent child's coverage under the policy would otherwise terminate due to attainment of the termination age for children stated in the policy, the Company receives due proof of such incapacity, the coverage of such dependent child under the policy may be continued at the option of the Insured Employee for so long as the insurance of the Insured Employee under the policy remains in force and the dependent remains in such conditions.

A. DEATH BENEFIT

If an Insured Dependent dies while insured under the policy, the Company, upon receipt of written proof of such death and subject to all other provisions of the policy, will pay the applicable amount of life insurance as specified in the Schedule of Benefits.

Any insurance payable on account of the death of an Insured Dependent shall be paid to the Insured Employee, if surviving at the death of the Insured Dependent, otherwise payment shall be made to the first surviving class of the following classes of successive preference beneficiaries:

1. The Insured Employee's legal spouse;
2. The Insured Employee's children born to or legally adopted by the Insured Employee, share and share alike; or
3. The Insured Employee's estate.

If class (2) is the first surviving class of preference beneficiaries, an affidavit, signed by any member of such class shall be sufficient proof to the Company that the person or persons so

named therein are the sole surviving members of such class. Payment by the Company based upon such an affidavit shall fully discharge the Company from any liability to the extent of such payment.

Any benefits payable to any minor in accordance with the provisions of this section may be paid to the legally appointed guardian of such minor; or, if there be no such guardian, to any such adult or adults that have in the opinion of the company assumed the custody and principal support of such minor.

B. CONVERSION PRIVILEGE

Upon Individual Termination:

If the insurance of the Insured Dependent Spouse terminates because the Insured Employee's eligibility for Dependent Life Insurance terminates for reasons other than non-payment of premium or termination or amendment of the policy, the insurance on the Insured Dependent Spouse insured at the time of such termination may be converted, without evidence of insurability, by the Insured Employee, if living, otherwise by the spouse, to an individual policy of life insurance (except term) without disability or other supplementary benefits.

The application for the individual policy must be made and the first premium paid to the Company within 31 days following such termination. The premium on the policy shall be at the Company's then customary rate applicable to the form and the amount of the individual policy, to the class of risk to which the dependent then belongs and to his attained age on the effective date of the individual policy. The amount of Life Insurance with respect to such dependent insured under the individual policy shall not be in excess of the amount applicable to such dependent at the time of such termination.

Upon Termination or Amendment of Policy:

If the insurance of the Insured Dependent Spouse terminates because the policy terminates or is amended to exclude the class of which the Insured Dependent Spouse is a member, and if the Insured Dependent Spouse has been continuously insured under the policy for at least five years before the termination date, such Insured Dependent shall be entitled to have issued to him an individual policy of life insurance subject to the same conditions and limitations as provided under the paragraph entitled "Upon Individual Termination" above, except the amount of such individual policy shall not exceed the lesser of

1. The amount of insurance ceasing because of the termination, less any amount of Life Insurance for which the Insured Dependent is or becomes eligible under any group policy issued or reinstated by the Company or another company within 31 days after such termination; or
2. \$1,000.

Death Within Conversion Period:

If the Insured Dependent dies during the period within which he would have been entitled to have an individual policy issued to him in accordance with the provisions of this Conversion Privilege and before the individual policy becomes effective, the amount of Life Insurance which the Insured Dependent would have been entitled to have issued to him under the individual policy shall be payable as a claim under the policy whether or not application for such individual policy or payment of the first premium therefor has been made.

This Conversion Privilege shall be in lieu of all other benefits under the policy.

GENERAL PROVISIONS

Assignment

The insurance under the policy may be assigned by the Insured Employee. The Insured Employee must make a request for such assignment, in writing, through the State of Louisiana, Board of Trustees, State Employees Group Benefits Program. Upon receipt and approval of the properly completed assignment

form by the Company at its Executive Offices in Chicago, Illinois, the assignment shall take effect as of the date that the assignment was executed by the Insured Employee, but without prejudice to the Company as to any payment made before such assignment was approved by the Company.

Misstatement of Age

If the age of any Insured Employee has been misstated, the amount payable under the policy will be the full amount of insurance to which the Insured Employee is entitled at his true age in accordance with the application for the policy. The Employer shall pay the actual premium required at the true age of the Insured Employee.

Entire Contract

The policy, the application of the Employer, a copy of which is attached to and made a part of the policy, and the individual applications, if any, of the Insured Employee shall constitute the entire contract between the parties. All statements made by the Employer or by an Insured Employee shall be deemed representations and not warranties. A statement made by an Insured Employee shall not be used in any contest unless a written copy of the statement is or has been furnished to such Insured Employee or to his beneficiary.

Modifications

The policy may be amended at any time by mutual agreement between the Employer and the Company without the consent of the Insured Employees or of their beneficiaries but without prejudice to any claim originating prior to the effective date of such amendment. No person except the President or Secretary of the Company has authority on behalf of the Company to modify or change the policy in any way.

Incontestability

Coverage as to any Insured Employee shall be incontestable, except for nonpayment of premium, after such coverage has been in force for two years from the Effective Date, and any statement made by any Insured Employee relating to his insurability under the policy shall not be used in contesting the validity of insurance with respect to which such statement was made unless it is contained in a written statement signed by the Insured Employee, nor shall such statement be used at all after the insurance has been in force prior to the contest for a period of two years during the lifetime of the Insured Employee.

CONTINENTAL ASSURANCE COMPANY
E.J. Noha
Chairman of the Board

LIFE SCHEDULE DEFINITIONS
COVERAGE PROVIDED BY
CONTINENTAL ASSURANCE COMPANY
LIFE INSURANCE BENEFITS
(Insured Employees)

Amount of Life Insurance

- (A) Under Age 65:
Active Employees and
Employees who retire after
January 1, 1973
(a) Basic Life Insurance . . \$2,000
or
(b) By selection, Basic
Life Insurance \$2,000
plus Supplemental
Life Insurance An amount equal to one and one-half times annual earnings* rounded to the next higher \$1,000 up to a combined maximum of \$40,000. (See Exhibit I) For Em-

ployees earning more than \$12,666.66 per year, any combined amount of insurance in excess of \$20,000 cannot exceed one and one-half times annual earnings.* For employees earning less than \$12,666.66 per year, any combined amount of insurance cannot exceed \$20,000.

Active employees age 65 and over but not age 70 or over shall have a benefit equal to 75 percent of the amount for which he was insured immediately prior to attainment of age 65. Upon attainment of age 70, active employees shall have benefits reduced as outlined in this Section B. (See Exhibit II)

*"Annual Earnings" for those academic employees who work only nine months of the year shall be the salary for the nine month period.

- (B) Age 65 and over and upon attainment of age 65:
Employees who retire after January 1, 1973
(1) Basic Life Insurance . . \$1,000
or
(2) Basic Life Insurance . . \$1,000
Plus Supplemental
Life Insurance 50 percent of the amount of Life Insurance that the Employee had immediately before his attainment of age 65, rounded to the next higher \$1,000. (See Exhibit III)
- (C) By selection on July 1, 1970 only:
Active Employees age 60 and over, choice of (a) An amount (rounded to the next higher \$1,000) equal to the Life Insurance Benefit (frozen as of December 31, 1972) with the percentage reductions (if any) carried into retirement as specified in the contract with the previous carrier, Pan American Life Insurance Company, or (b) The amount of Life Insurance (rounded to the next higher \$1,000) provided by this plan at their attained age.
- (D) Employees who retired prior to January 1, 1973
An amount (rounded to the next higher \$1,000) equal to the Life Insurance Benefit (frozen as of December 31, 1972) with the percentages and reductions (if any) carried into retirement as specified in the contract with the previous carrier, Pan American Life Insurance Company.
- (E) Members of the Boards and Commissions of the State of

Louisiana and Members of the Legislature of the State of Louisiana	25,333.34 - 26,000.01 -	26,000.00 & Over	39,000 40,000
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(a) Basic Life Insurance . . \$ 2,000

* See Individual Terminations

or

(b) By selection, Basic
Life Insurance \$ 2,000
Plus Supplemental
Life Insurance \$18,000

EXHIBIT II

BASIC AND SUPPLEMENTAL LIFE
INSURANCE SCHEDULE
FOR ACTIVE EMPLOYEES AGE 65-70*

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS
(Active Employees under age 70 only)

PRINCIPAL SUM: An amount equal to the Life Insurance Benefit provided to the Insured Employee under the policy.
The Accidental Death and Dismemberment Benefit terminates on the July 1 next following the date the Employee attains age 70 or retires, whichever occurs first.

Annual Earnings	Maximum Insurance
Basic Life:	\$ 2,000
\$ 0 -	\$ 1,333.33 3,000
1,333.34 -	2,000.00 4,000
2,000.01 -	2,666.66 5,000
2,666.67 -	4,000.00 6,000
4,000.01 -	4,666.66 7,000
4,666.67 -	5,333.33 8,000
5,333.34 -	6,666.66 9,000
6,666.67 -	7,333.33 10,000
7,333.34 -	8,000.00 11,000
8,000.01 -	9,333.33 12,000
9,333.34 -	10,000.00 13,000
10,000.01 -	10,666.66 14,000
10,666.67 -	13,333.33 15,000
13,333.34 -	14,000.00 16,000
14,000.01 -	14,666.66 17,000
14,666.67 -	16,000.00 18,000
16,000.01 -	16,666.66 19,000
16,666.67 -	17,333.33 20,000
17,333.34 -	18,666.66 21,000
18,666.67 -	19,333.33 22,000
19,333.34 -	20,000.00 23,000
20,000.01 -	20,000.00 24,000
21,333.34 -	21,333.33 24,000
22,000.01 -	22,000.00 25,000
22,666.67 -	22,666.66 26,000
24,000.01 -	24,000.00 27,000
24,666.67 -	24,666.66 28,000
25,333.34 -	25,333.33 29,000
& Over	30,000

EXHIBIT I

BASIC AND SUPPLEMENTAL LIFE
INSURANCE SCHEDULE FOR
ACTIVE AND RETIRED EMPLOYEES
UNDER AGE 65*

Annual Earnings	Maximum Insurance
Basic Life:	\$ 1,000
65 and over	2,000
Under age 65	3,000
\$ 0 -	\$ 666.66 4,000
666.67 -	1,333.33 5,000
1,333.34 -	2,000.00 6,000
2,000.01 -	2,666.66 7,000
2,666.67 -	3,333.33 8,000
3,333.34 -	4,000.00 9,000
4,000.01 -	4,666.66 10,000
4,666.67 -	5,333.33 11,000
5,333.34 -	6,000.00 12,000
6,000.01 -	6,666.66 13,000
6,666.67 -	7,333.33 14,000
7,333.34 -	8,000.00 15,000
8,000.01 -	8,666.66 16,000
8,666.67 -	9,333.33 17,000
9,333.34 -	10,000.00 18,000
10,000.01 -	10,666.66 19,000
10,666.67 -	11,333.33 20,000
11,333.34 -	13,333.33 21,000
13,333.34 -	14,000.00 22,000
14,000.01 -	14,666.66 23,000
14,666.67 -	15,333.33 24,000
15,333.34 -	16,000.00 25,000
16,000.01 -	16,666.66 26,000
16,666.67 -	17,333.33 27,000
17,333.34 -	18,000.00 28,000
18,000.01 -	18,666.66 29,000
18,666.67 -	19,333.33 30,000
19,333.34 -	20,000.00 31,000
20,000.01 -	20,666.66 32,000
20,666.67 -	21,333.33 33,000
21,333.34 -	22,000.00 34,000
22,000.01 -	22,666.66 35,000
22,666.67 -	23,333.33 36,000
23,333.34 -	24,000.00 37,000
24,000.01 -	24,666.66 38,000
24,666.67 -	25,333.33

* See Individual Terminations

EXHIBIT III

BASIC AND SUPPLEMENTAL LIFE
INSURANCE SCHEDULE
FOR RETIRED EMPLOYEES
OVER AGE 65

Annual Earnings at Retirement	Maximum Insurance
Basic Life:	\$ 1,000
\$ 0 -	\$ 1,333.33 2,000
1,333.34 -	2,666.66 3,000
2,666.67 -	4,000.00 4,000
4,000.01 -	5,333.33 5,000
5,333.34 -	6,666.66 6,000
6,666.67 -	8,000.00 7,000
8,000.01 -	9,333.33 8,000
9,333.34 -	10,666.66 9,000
10,666.67 -	13,333.33 10,000
13,333.34 -	14,666.66 11,000
14,666.67 -	16,000.00 12,000

16,000.01 -	17,333.33	13,000
17,333.34 -	18,666.66	14,000
18,666.67 -	20,000.00	15,000
20,000.01 -	21,333.33	16,000
21,333.34 -	22,666.66	17,000
22,666.67 -	24,000.00	18,000
24,000.01 -	25,333.33	19,000
25,333.34 -	& Over	20,000

James D. McElveen
Executive Director

RULE

**Department of the Treasury
Board of Trustees of the
State Employees Group Benefits Program**

Pursuant to the authority granted by R.S. 42:871(c) and R.S. 42:874, the Board of Trustees of the State Employees Group Benefits Program has amended its rules to implement the following rate increase, effective April 1, 1984:

Class	Current Monthly Rates	Monthly Rates 4/1/84	Employer Cost Increase	Employee Cost Increase
II. Emp. Only	\$ 53.84	\$ 79.04	\$12.60	\$12.60
Emp. w/Medicare	29.96	41.24	5.64	5.64
III. Emp. & Dependent	\$ 94.60	\$137.12	\$21.26	\$21.26
One w/Medicare	75.96	97.92	10.98	10.98
Two w/Medicare	64.56	90.40	12.92	12.92
IV. Emp. & Family	\$126.08	\$181.92	\$27.92	\$27.92
One w/Medicare	102.20	136.96	17.38	17.38
Two w/Medicare	89.96	126.76	18.40	18.40

James D. McElveen
Executive Director

Notices of Intent

NOTICE OF INTENT

**Department of Commerce
Minority Business Development Authority**

The Board of the Louisiana Minority Business Development Authority adopted the following forms during its regular meeting of February 23, 1984:

CERTIFICATE OF NO ADVERSE CHANGE

To the best of my knowledge, there has been no adverse change in the borrower's financial condition, organization, operations, or fixed assets, since the application for this loan was filed and/or subsequent to the previous disbursement.

Loan No. _____ Borrower: _____
 Attorney General: LAMBDA:
 Date: _____ Date: _____
 Name: _____ Name: _____
 Title: _____ Title: _____

and,

AFFIDAVIT

Parish of _____ Loan No. _____
State of Louisiana

I/we certify that as of _____ that there have been no adverse changes in the personal and/or corporate financial statements dated _____ and submitted with the loan application for LAMBDA Loan No. _____.

I/we further certify that other than those liens, mortgages, judgements and/or any other encumbrances as shown on the respective statements there have been no adverse changes or additions as of _____.

I/we further certify that the monies received through LAMBDA Loan No. _____ will be used for the purposes and items specified in the mortgage documents unless prior approval has been received from the Board of the Louisiana Minority Business Development Authority and _____ (Name of applicable financial institution).

Written comments will be received through 4:30 p.m. Friday, April 6, 1984, by the Louisiana Minority Business Development Authority, Box 44185, Baton Rouge, LA 70804.

Nadia L. Goodman
Director

**Fiscal and Economic Impact Statement
For Administrative Rules**

Rule Title: Certificate of No Adverse Change and Affidavit

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

There are no estimated implementation costs or savings to state or local governmental units.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

There is no estimated effect on revenue collections of state or local governmental units.

III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NON-GOVERNMENTAL GROUPS - (Summary)

There will be no added cost of compliance to the borrower but the certificate and affidavit will provide LAMBDA with an additional safeguard that the borrower is capable of repaying the loan.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

There is no estimated effect on competition and employment.

Nadia L. Goodman
Director

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT

Board of Elementary and Secondary Education

The Board of Elementary and Secondary Education intends to adopt the following as policy:

1. Migrant Education State Plan for Fiscal Year 1985 as recommended by the State Department of Education. (Copy on file in Board office and office of Louisiana Register).

2. The Board approved the revised mild/moderate certification requirements as submitted by the State Department of

Education and amended by the Teacher Certification Committee as follows:

MILD/MODERATE IMPAIRMENTS*

General Education

A minimum of 46 semester hours of credit, designed to develop a broad cultural background, is required. The work must be taken in the five areas listed below:

1. English: A minimum of 12 semester hours, including three semester hours in grammar and three semester hours in composition.
2. Social studies (anthropology, economics, geography, history, political science, psychology, sociology, and survey of social science): A minimum of 12 semester hours, including at least three semester hours in United States history and three semester hours in geography (other than the geography of a state).
3. Science: A minimum of 12 semester hours, including at least three semester hours in biological science and at least three semester hours in physical science.
4. Mathematics: A minimum of six semester hours.
5. Health and Physical Education: A minimum of four semester hours.

* Effective for all entering freshmen fall semester, 1981.

Professional Education

A minimum of 27 semester hours of credit in professional education courses is required. The work must be taken in the four areas listed below:

1. At least three semester hours of history of education, introduction to education, foundations of education, and/or philosophy of education.
2. At least three semester hours in educational psychology and/or principles of teaching.
3. At least nine semester hours in student teaching in an elementary or secondary mild/moderate classroom. In the event the student teaching cannot be done in a mild/moderate classroom, student teaching must be done in at least two categorical situations (MR, LD, OH, ED, SL) in the public and/or non-public schools supervised according to certification requirements for supervisor of student teachers according to p. 69 of Bulletin 746 and according to mandates of Acts 756, 757, 1977.
For those students pursuing a double major in regular education and special education, the student teaching requirement will be fulfilled according to the mandates of Acts 756 and 757, and will be equally divided between regular education and special education.
4. For students concentrating on Mild/Moderate, Elementary: at least 12 semester hours of professional teacher education courses including three semester hours in child psychology, nine semester hours in the teaching of reading, including at least three semester hours of credit for a practicum or laboratory situation involving work with children and materials of instruction.

For students concentrating on Mild/Moderate, Secondary: at least nine semester hours of professional teacher education courses appropriate to the secondary level including three semester hours of adolescent psychology, and six semester hours in the teaching of reading.

Specialized Academic Education: Elementary and Secondary

A minimum of 36 hours of credit is required. All students must take at least 27 semester hours from the first five areas listed below (numbers 1-5), provided that no more than one three-hour course is deleted from any one area. Nine hours of professional electives (number 6 below) must be taken to fulfill the remainder of the 36 hour minimum requirement. Students concentrating in Mild/Moderate, Secondary, must also take the coursework des-

cribed under area seven.

1. General Knowledge - six semester hours
 - a. Introduction to Education of Exceptional Children three semester hours
 - b. Introduction to Mild/Moderate three semester hours
2. Methods and Materials - 12 semester hours, including 60 contact hours of field experiences
 - a. Methods of Designing And Assessing Materials for Mild/Moderate three semester hours
 - b. Methods of Teaching Students with Learning and Behavior Problems three semester hours
 - c. Methods of Teaching Basic Subjects to Mild/Moderate three semester hours
 - d. Children's Literature three semester hours
(This course requirement does not apply for students concentrating on Mild/Moderate, Secondary.)
3. Management - nine semester hours, including at least 60 contact hours of field experiences
 - a. Methods of Classroom Organization and Management three semester hours
 - b. Behavioral Approaches to Managing the Mild/Moderate three semester hours
 - c. Humanistic Approaches to Managing the Mild/Moderate three semester hours
4. Assessment and Evaluation - six semester hours, including at least 60 hours of practicum experiences
 - a. Tests and Measurements three semester hours
 - b. Practicum in Tests and Measurements (emphasizing informal testing) three semester hours
5. Mainstreaming Practicum - three semester hours, including at least 60 contact hours
For those students who are pursuing a double major in regular education and special education, the student teaching experience in regular education will fulfill the practicum requirement.
6. Professional Electives - nine semester hours of electives in special education or related fields as approved by the Deans of Education.

7. Teaching Pre-vocational/Vocational skills - six semester hours (These course requirements do not apply for students concentrating on Elementary Mild/Moderate certification.)
Specialized Academic Education: Secondary

The secondary teacher of Mild/Moderate impaired who is to award Carnegie units in various subject fields must meet the minimum requirements for the various subject fields in addition to the general education and professional education requirements as outlined in minimum requirements (Bulletin 746, pp. 20-29).

3. The Board approved revised Bulletin 741, *Louisiana Handbook for School Administrators* and adopted the Program of Studies as presented by the State Department of Education Committee and amended by the Elementary and Secondary Education on 2/22/84 and by BESE on 2/23/84 for inclusion in revised Bulletin 741. (Copy on file in Board office and Office of Louisiana Register).

Interested persons may comment on the proposed policy change and/or additions, in writing, until 4:30 p.m. May 8, 1984 at the following address: State Board of Elementary and Secondary Education, Box 44064, Baton Rouge, LA 70804.

James V. Soileau
Executive Director

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: FY-85 Migrant State Plan**

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

Migrant Education is a 100 percent Federally funded program. Its administration does not necessitate employment of persons funded from other sources.

A 1984-85 allocation of approximately the same level as the 1983-84 allocation of \$6.3 million is anticipated.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

Submission of the Migrant Education State Plan is necessary for receipt by Louisiana of Federal funds for this program which totaled \$6.3 million in 1983-84.

III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NON-GOVERNMENTAL GROUPS - (Summary)

Approximately 12,000 children living in Louisiana for at least a portion of the school year will receive instructional or supportive services through the Migrant Education Program.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

The Migrant Education program creates full-time instructional positions for more than 250 persons, most of whom are paraprofessional teaching aides. Approximately 50 additional full-time positions are funded for recruitment personnel, records personnel, and state office staff. A number of part-time or shared-time positions are also funded with these monies. The program has little if any effect on competition.

George B. Benton, Jr.
Deputy Superintendent

Mark C. Drennen
Legislative Fiscal Officer

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Bulletin 746**

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

There will be no estimated cost to state or local governmental units.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

There will be no estimated effect on revenue collections of state or local governmental units.

III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NON-GOVERNMENTAL GROUPS - (Summary)

There will be no estimated costs and/or economic benefits to directly affected persons or non-governmental groups.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

There will be no estimated effect on competition and employment.

George B. Benton, Jr.
Deputy Superintendent

Mark C. Drennen
Legislative Fiscal Officer

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Bulletin 741, 2.090.06**

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

It is estimated that this action would require 205 foreign language teachers for grade 7 in 1987-88 and 195 foreign language teachers in grade 8 in 1988-89 to provide foreign language programs to academically able students. This estimate is based on six classes per day per teacher at a pupil/teacher ratio of 30 to 1 with an assumed 60 percent of total projected student enrollment designated as academically able. If these teachers were provided under the MFP as Second Language Specialists at the current rate of \$14,500 plus retirement per teacher, the cost of 7th grade in 1987-88 would be \$2,972,500 and the cost of 8th grade in 1988-89 would be \$2,827,500. If, however, these teachers were provided through CODOFIL and the Cordell Hull Foundation as foreign associate teachers, the cost for 1987-88 would be \$2,460,000 and the cost for 1988-89 would be \$2,340,000.

It is assumed that costs associated with this proposed requirement would be borne by the local school systems if state funding for implementation were not provided. Some systems which have requested establishment of foreign language programs under provisions of Act 714 of 1975 have not yet implemented those programs due to unavailability of state funding.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

No impact on state revenue collections would result.

Any State funds made available for this purpose would be allocated to the local school districts under the MFP or, if foreign associate teachers, by the Department of Education as Aid to Local Governments based upon the number of academically able students identified by each school district.

III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NON-GOVERNMENTAL GROUPS - (Summary)

No cost or direct economic benefit to affected persons or groups is anticipated, other than the enhanced employment opportunities for foreign language instructors.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

This action will eventually result in the employment of 400 additional foreign language teachers in the 7th and 8th grades.

George B. Benton, Jr.
Deputy Superintendent

Mark C. Drennen
Legislative Fiscal Officer

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Bulletin 741
(standards 2.056.01, 2.056.02 - p. 36)**

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

The present state nursing program provides vision screening for seven grades and hearing screening for five grades at a cost of \$3.3 million. The proposed change to provide annual screening would require coverage of six more grades for vision and eight more grades for hearing, for a total

of 14 additional grades. Implementation of this rule change is anticipated to double the cost of the state nursing program from \$3.3 million to 6.6 million in 1984-85 and subsequent years.

The implementation costs which would be experienced by the local school systems would be related to local salary supplements provided over and above the state salary or end-of-year bonuses to nurses. The extent of these costs has not been determined at this time.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

No impact on state revenue collections would result. Implementation would result in an estimated \$3.3 million increase in state funding to the local school systems.

III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NON-GOVERNMENTAL GROUPS - (Summary)

There would be no cost to students who would benefit by having vision and hearing problems detected earlier.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

Implementation of the proposed change would result in employment of approximately 270 additional nurses at a salary of \$12,422 each to conduct the screenings. Each local school system maintains a waiting list for nursing positions. The additional positions would be filled primarily by nurses who are unable to work evening or night shifts and would otherwise be unemployed.

George B. Benton, Jr.
Deputy Superintendent

Mark C. Drennen
Legislative Fiscal Officer

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Bulletin 741**

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

It is estimated that inservice training for an estimated 1,200 teachers in 1984-85 will cost approximately \$60,000 (20 teachers per day for five days at an average cost per day of \$200). Inservice costs are estimated at \$40,000 in 1985-86 and \$20,000 in 1986-87.

Based on current enrollment in Algebra I (50% of high school students), Geometry (30%) and Algebra II (10%) and projected total enrollment through 1986-87, the proposed mathematics requirement would result in an additional 32,452 students in Algebra I in 1984-85 and approximately 42,830 additional students in Geometry and Algebra II in each of the years 1985-86 and 1986-87. It is assumed in these estimates that total enrollment would not be affected by the proposed graduation requirements.

At an average cost of \$15 per textbook, textbook purchases, which would be made in the summer prior to opening of school, are estimated at \$486,780 from 1983-84 funds and \$642,450 in 1984-85 and 1985-86, for a total of \$1,771,680 over three years. This cost would be borne by the local school systems either indirectly through substitution of these mathematics textbooks for other scheduled purchases in the existing textbook budget (funded primarily by the state on a per pupil basis) or directly through purchase of additional textbooks.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

There will be no effect on state or local revenue collections.

III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NON-GOVERNMENTAL GROUPS - (Summary)

No direct economic benefit to affected persons or non-governmental groups is anticipated.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

No net increase in the number of teachers employed is anticipated, although those teachers currently teaching other mathematics courses will be either retrained or replaced by individuals qualified to teach the required courses.

George B. Benton, Jr.
Deputy Superintendent

Mark C. Drennen
Legislative Fiscal Officer

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Bulletin 741 (Standard 2.105.19)
Biology and Chemistry Requirements**

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

No impact is anticipated under the biology portion of the proposed requirement. Almost 100 percent of high school students currently take a biology course.

The chemistry requirement under the proposed rule change is projected to result in 40,805 additional students in chemistry in 1986-87. This estimate is based on current enrollment of 15 percent of juniors in chemistry and projected total junior enrollment of 49,162 in 1986-87 of which 98 percent would enroll in chemistry. It is assumed in the following estimates that this level of total enrollment would continue and would not be affected by the proposed graduation requirements.

Additional cost for consumables (glassware, chemicals, etc.) at \$25 per student for 40,805 additional students is estimated at \$1,020,125 beginning with purchases from 1985-86 funds and continuing thereafter. Under current funding mechanisms, these additional expenses would be borne by the local school systems.

Cost associated with purchase of chemistry textbooks at an average of \$13.80 per text for 40,805 students would be \$563,109 beginning with purchases from 1985-86 funds. The local school systems would bear this cost either indirectly through substitution of these textbooks for other scheduled purchases within the existing textbook budget (funded primarily by the state on a per pupil basis) or directly by purchase of additional textbooks.

In individual school systems, the cost associated with renovation and construction of chemistry laboratories to serve additional students would depend on the present laboratory facilities and scheduling options. Based on information available to the Department of Education, it is possible that renovation costs would average \$100,000 per lab and that an average of two renovations per district would be needed for each of 66 districts at a total cost of \$13.2 million. Under current funding mechanisms for local districts, these capital outlay costs would also be borne by the local school systems. These projects would probably be initiated in 1984-85 for completion by the 1986-87 school year.

- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)
No impact on state or local revenues is anticipated.
- III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NON-GOVERNMENTAL GROUPS - (Summary)

The anticipated benefit to students by meeting the chemistry requirement would be better preparation for educational and employment opportunities.

- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

Based on increased chemistry enrollment of 40,805 in 1986-87 and each year thereafter, an increased demand for chemistry teachers would result. Although the current class size in each school would affect the total number of chemistry teachers required, if an average class size of 25 is assumed for an even statewide distribution of students with each teacher responsible for 5 sections, an additional 326 chemistry teachers would be required. A corresponding decrease in the number of teachers required for elective courses is anticipated, so that a net increase in employment of teachers would not result.

George B. Benton, Jr.
Deputy Superintendent

Mark C. Drennen
Legislative Fiscal Officer

**Fiscal and Economic Impact Statement
For Administrative Rules**

Rule Title: Bulletin 741 (standards 2.038.03 - p. 26)

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

Based on a comparison of the current numbers of counselors in each school with grades 9 through 12 and the required number per school under the proposed ratio, it is projected that 28 additional counselors would be required. Forty-eight of the 66 school systems already meet or exceed the proposed ratio.

Under the current MFP, funding is not specifically provided for counselors and only approximately six local systems have fewer total positions currently employed than are allotted under the MFP. Therefore, the cost of these positions would be borne by the local school systems either directly through employment of counselors over and above positions allotted under the MFP or indirectly by substitution of counselors for other types of positions currently supported by MFP funds. The cost associated with these 28 positions is estimated at \$444,186 in 1984-85 which would continue at approximately the same level thereafter (average state salary for Master's Degree plus retirement of \$15,863.79 x 28 positions).

The local systems would also bear the cost of any local salary supplements for the additional counselors.

- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)
No impact on state revenue collections will result. A very minimal impact in state funding may be experienced by those six LEA's which do not currently employ all positions allotted under the MFP.
- III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NON-GOVERNMENTAL GROUPS - (Summary)

There would be no costs to students who would benefit by receiving assistance from the counselors. This would aid in

enabling the student to reach his/her maximum educational potential.

- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

The proposed rule change would provide employment for 28 additional guidance counselors. This may affect employment of a corresponding number of other types of school employees should parishes choose to substitute counselors for other personnel presently allotted and employed.

George B. Benton
Deputy Superintendent

Mark C. Drennen
Legislative Fiscal Officer

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Bulletin 741 (2.037.0 Page 30)**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

No implementation costs are projected. The length of the school day has not been changed; only the length of the minimum instructional time within the school day.

Therefore, the proposed rule does not require an increase in the length of time personnel are required to be present at school, although individual local systems may choose to meet the requirement through expansion of the school day rather than through adjustment of existing schedules.

- II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)
No impact on state or local revenues is anticipated.
- III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NON-GOVERNMENTAL GROUPS - (Summary)
No direct cost or economic benefit to affected persons or non-governmental groups is anticipated.
- IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

No impact on competition or employment is anticipated.

George B. Benton, Jr.
Deputy Superintendent

Mark C. Drennen
Legislative Fiscal Officer

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Bulletin 741 (2.090.06)**

- I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

It is estimated that implementation of the proposed requirement would require 360 additional foreign language instructors in 1985-86, 720 in 1986-87 and 1,080 in 1987-88 and subsequent years. This estimate is based on each teacher serving two schools per day, except in 27 schools having more than four 4th grade sections. Of 906 elementary schools with grades 4, 5 and 6, 240 currently have foreign language programs staffed by 290 instructors.

The estimated cost, based on employment of foreign associate teachers at \$12,000 per year, is \$4,320,000 in 1985-86 (4th grade), \$8,640,000 in 1986-87 (4th and 5th grades) and \$12,960,000 in 1987-88 and subsequent years (4th, 5th and 6th grades). The 36 school systems which do

not currently offer foreign language programs in these grades would initiate programs with foreign associate teachers provided through CODOFIL and the Cordell Hull Foundation. These would gradually be replaced by Second Language Specialists, probably over a five to six year period, with an increase in cost due to higher salaries paid to Second Language Specialists (average state salary of \$14,500).

It is assumed that costs associated with this proposed requirement would be borne by the local school systems if state funding for implementation were not provided. Some systems which have requested establishment of foreign language programs under provisions of Act 714 of 1975 have not yet implemented those programs due to unavailability of state funding.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

No impact on state revenues would result. Local school systems would receive any state funds made available for support of implementation costs of this requirement.

III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NON-GOVERNMENTAL GROUPS - (Summary)

No cost or economic benefit to affected persons or groups is anticipated other than the enhanced employment opportunities for foreign language instructors.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

The proposed requirement would result in creation of 1,080 foreign language instructor positions by 1987-88. It is anticipated that these positions would initially be filled by foreign associate teachers who would eventually be replaced by Second Language Specialists, who under BESE policy are given preference in employment. Training to become a Second Language Specialist requires two years and two summers; therefore, this replacement would occur over a five to six year period through recruitment of Specialist trainees.

George B. Benton, Jr.
Deputy Superintendent

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT

**Department of Education
Louisiana Educational Employees
Professional Improvement Program**

In accordance with the provisions of the Administrative Procedure Act (R.S. 49:951 et seq), notice is hereby given that the State Committee for the Louisiana Educational Employees Professional Improvement Program intends to adopt BULLETIN 1619, REVISED 1984 (R.S. 17:3601 - R.S. 17:3661).

In summary, BULLETIN 1619, REVISED 1984 provides the Rules and Regulations for the continued implementation of the PIPS program.

Requests for copies of this document as well as questions and comments should be addressed to Fred Shirley, Director of the Bureau of Continuing Education, Louisiana Department of Education, Box 44064, Baton Rouge, LA 70804.

Robert C. Rice, Chairman
State Committee for the Louisiana
Educational Employees Professional
Improvement Program

**Fiscal and Economic Impact Statement
For Administrative Rules
Rule Title: Bulletin 1619**

I. ESTIMATED IMPLEMENTATION COSTS (SAVINGS) TO STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

For 1984-85, the estimated costs of the Louisiana Educational Employees Professional Improvement Program include the following:

Salary increments to participants	\$69,226,855
Retirement benefits	6,438,098
Local system administration	455,500
State administration	<u>166,205</u>
	\$76,286,658

PIP costs in 1983-84 are estimated to be \$73 million, while 1985-86 costs are projected at \$78 million. Amendments to the program which will take effect in 1984-85 are not anticipated to impact total program costs.

II. ESTIMATED EFFECT ON REVENUE COLLECTIONS OF STATE OR LOCAL GOVERNMENTAL UNITS - (Summary)

Local school systems will receive an estimated \$455,000 in 1984-84 to administer PIP at the local level.

III. ESTIMATED COSTS AND/OR ECONOMIC BENEFITS TO DIRECTLY AFFECTED PERSONS OR NON-GOVERNMENTAL GROUPS - (Summary)

The benefits to enrolled educators in the State's public schools in 1984-85 include the amounts of the increments, \$69,226,855, and the retirement benefits, \$6,438,098, for a total of \$75,664,953. Costs to participants would include fees associated with workshops for PIP credit and non-tuition expenses associated with academic coursework.

IV. ESTIMATED EFFECT ON COMPETITION AND EMPLOYMENT - (Summary)

The average increment for a participant is \$2,000 which provides a financial incentive for participation. Such salary increments may make teaching in Louisiana's public schools more attractive in comparison to other states or to Louisiana's private schools.

George B. Benton, Jr.
Deputy Superintendent

Mark C. Drennen
Legislative Fiscal Officer

NOTICE OF INTENT

**Department of Environmental Quality
Solid Waste Division**

Under the authority of the Louisiana Solid Waste Operator and Certification Training Program Act, La. R.S. 37:3101 et seq. and in accordance with the provisions of the Administrative Procedure Act, La. R.S. 49:951 et seq., the Louisiana Board of Certification and Training for Solid Waste Disposal Operators initiated rulemaking to adopt the proposed Rules of Procedure for Solid Waste Operator Certification and Training at its February 16, 1984 meeting.

The proposed Rules of Procedure provided for the establishment of a certification program for operators of solid waste disposal facilities which accommodate residential and commercial solid waste. The proposed Rules include the establishment of standards and requirements for continuing training, establishment of criteria certifying operators minimum competency, along with procedures for recertifying, suspending, or revoking an operator's certificate. In addition, the proposed Rules of Procedure provide for a fee system for operator examination, training and certification. The fee system is proposed to offset the cost of implementing the program.

The proposed Rules of Procedure follow:

**PROPOSED RULES OF PROCEDURE FOR
SOLID WASTE OPERATOR CERTIFICATION AND TRAINING**

Part I: General

1.1 - 1.6

1.1 AUTHORITY. The Louisiana Solid Waste Operator and Certification Training Program Act, La. R.S. 37:3101 et seq., creates the Solid Waste Management System Operators Board of Certification and Training, and authorizes the Board to adopt Rules of procedure and establish fees for the training and certification of solid waste operators.

1.2 POLICY. The disposal and utilization of solid waste is matter of vital concern to all citizens of this state, and the safety and welfare of the people of Louisiana require efficient and reasonable regulation of solid waste disposal practices as well as a coordinated statewide resource recovery and management program. Certification and training of solid waste operators are essential elements of the state's program and are needed to insure the proper disposal and utilization of solid waste.

1.3 OBJECTS. The objects of these Rules are as follows:

A. To establish a certification program for operators of solid waste disposal facilities which accommodate residential and commercial solid waste.

B. To develop policies related to certification and training of candidates to meet appropriate certification requirements.

C. To establish standards and requirements for continuing training.

D. To establish criteria certifying operators for minimum competency.

E. To establish procedures for recertification.

F. To establish procedures for revocation of an operator's certificate.

G. To establish procedures to immediately suspend an operator's certificate if such action is deemed necessary to protect the public health and environment.

H. To establish appropriate fees for examination, training, and certification to be paid by the applicant.

1.4 DEFINITIONS. As used in these Rules, the following words shall have the meaning ascribed to them in this Section unless the context clearly indicates otherwise:

A. "Board" means the Board of Certification and Training for Solid Waste Disposal System Operators.

B. "Certificate" means the document or documents issued by the Board which attest to the competency of the operator.

C. "Certification" means the process or act whereby an operator meets the requirements for obtaining a certificate of competency.

D. "Certified" means holding a currently valid certificate.

E. "Classify" means the process and act of the Board that designates a specific type of solid waste management system which is required to employ certified operators.

F. "Commercial solid waste" means solid waste generated by businesses involved in the exchange or distribution of goods or commodities, but does not include or mean recognizable industrial by products.

G. "Continuing training" means the process whereby a certified operator obtains required formal training in the area of solid waste management.

H. "Examination" means a written examination taken by applicants in order to measure their knowledge of solid waste management.

I. "Industrial solid waste" means solid waste produced in the course of and resulting from any industrial, manufacturing, or mining process.

J. "Operator" means any person employed in responsible charge of operating all or a portion of a solid waste disposal system.

K. "Recertification" means the process whereby an operator renews an expiring certificate.

L. "Residential solid waste" means solid waste generated by the occupants of single or multi-unit dwellings or as a result of community activities.

M. "Solid Waste" means garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities; but does not include or mean solid or dissolved material in domestic sewage or solid or dissolved materials in irrigation return flows or industrial discharges which are point sources subject to permits under La. R.S. 30:1095, or source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, as amended, or hazardous waste subject to permits under La. R.S. 30:1131 et seq.

O. "Solid waste disposal facility" means any physical entity which has the function of disposing of solid wastes, except for those facilities which dispose of only industrial solid waste.

P. "Solid waste system" means the entire process of collection, transportation, storage, processing and disposal of solid waste by any person engaged in such process as a business, municipality, authority, trust, parish or by any combination thereof.

1.5 FILING OF DOCUMENTS.

A. Any notice, petition, document, or other correspondence, which is required to be filed with the Board shall be addressed and mailed or delivered to: Board of Certification and Training, State Land and Natural Resources Building, 625 North 4th Street, Box 44066, Baton Rouge, LA 70804.

B. The following requirements and Rules shall apply to all documents and papers filed in the offices of the Board of Certification and Training or during a hearing or meeting:

(1) The date on which the papers are actually received by the office or at the hearing shall be deemed to be the date of filing.

(2) All papers shall be written in ink, typewritten, mimeographed or printed, shall be plainly legible, shall be on strong durable paper, not larger than 8½" x 14" in size except that tables, maps, charts and other documents may be larger, folded, if possible, to the size of the documents to which they are attached.

(3) All applications, petitions, and other papers needing signatures must be signed in ink by the party filing the same or his duly authorized agent or attorney. The signature of the person signing the document constitutes a certification that he has read the document; that to the best of his knowledge, information, and belief every statement contained in the instrument is true and no such statements are misleading; and that it is not interposed or filed for delay.

(4) Unless otherwise specifically provided by these Rules, an original and ten copies of all documents directed to the Board shall be filed.

(5) The initial document filed by any person in any hearing shall state therein the name and mailing address of the person or persons who may be served with any documents filed in the proceeding.

1.6 COMPUTATION OF TIME. In computing any period of time prescribed or allowed by the Rules, the day on which the designated period begins shall not be included. The last day of the designated period shall be included unless it is a Saturday, a Sunday or a legal holiday as provided in La. R.S. 1:55, in which event the designated period shall run until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

PART II: BOARD OF CERTIFICATION AND TRAINING FOR
SOLID WASTE MANAGEMENT SYSTEM OPERATORS

2.1 - 2.6

2.1 Except for the ex officio member, all members of the Board shall be Certified Solid Waste Operators.

2.2 QUORUM. Six members of the Board shall constitute a quorum for any meeting of the Board for the transaction of business.

2.3 OFFICERS. The Board shall elect a Chairman and Vice Chairman from its membership who shall each serve a term of one year or until a successor is elected. The Chairman shall preside at all meetings. In the absence of the Chairman, the Vice Chairman shall preside.

2.4 HEARINGS AND MEETINGS.

A. The Board shall meet within 14 days after the conclusion of each testing of certification candidates to conduct its business. Additionally, the Board shall meet as often as necessary to conduct its business. Special meetings or public hearings may be called at any time by the Chairman.

B. In the performance of its duties, the Board shall call and hold all meetings and hearings in accordance with the Rules, or applicable State laws and the Rules and Regulations thereunder. All meetings or hearings shall be public and shall be conducted by the Board or its designated presiding officer.

C. The time and place for all meetings or hearings shall be fixed by the Board or the presiding officer. All meetings or hearings shall be held in a convenient place, accessible to the public, in the City of Baton Rouge, except when the Rules provide otherwise, or when it is deemed that the interests of the Board, or any person, party, or witness require otherwise. In such event, the meeting or hearing may be held in any other convenient place of public accessibility within the state.

D. PUBLIC HEARINGS. The Board may conduct public hearings, the purpose of which is to gather data, public comments and information, in an impartial manner, which may be used by the Board in the exercise of its duties, however, hearings for the revocation, modification, or suspension of an operator's certification must be held in accordance with the provisions of Part VII of these Rules. The Board may appoint an individual to act as presiding officer to conduct public hearings on behalf of the Board.

(1) CONDUCT.

(a) Public hearings shall be conducted in an orderly but expeditious manner. Any person may appear and present relevant oral or written statements and present recommendations. Reasonable restrictions, including time allotted to each speaker or group, may be imposed on such comments by the presiding officer conducting the hearing. Questions and answers are not in order unless agreed to in advance of the hearing by the presiding officer. Any person may present written statements to be included in the administrative record after the hearing and prior to the time that the record is closed to public comments.

(b) At any meeting or hearing the Board, the Chairman, or the presiding officer shall have the authority to regulate the course of the meeting or hearing and the conduct of all persons present, including the right to have any person, for misconduct, or refusing to obey orders, be removed from the hearing. The Board or presiding officer may, at any time, continue the meeting or hearing to another time and/or location and/or terminate the meeting or hearing.

(2) RECORD. All such public hearings shall be recorded verbatim. All written statements, charts, tabulations, and similar data offered at the hearing shall, subject to exclusion because of redundancy or immateriality, be admitted by the presiding officer. The tape recording together with all evidence or materials admitted by the presiding officer at the hearing shall constitute the

hearing record. If a presiding officer conducts the hearing on behalf of the Board, he shall prepare a report of the proceedings for the Board.

E. The Board or the presiding officer may, for good cause, continue any meeting or hearing by one or more continuances of up to 60 days, each.

PART III: PROHIBITIONS

3.1 - 3.4

3.1 No individual, municipality, public or private corporation, partnership, firm, agency of the state, the United States Government, and any agent or subdivision thereof, or any other juridical person shall operate a classified solid waste facility unless such facility is operated by individuals who have been certified in accordance with these Rules for the operation of the particular facility.

3.2 No person shall practice fraud or deception in the application for or the operation under a certification issued under these Rules.

3.3 No person shall be significantly negligent in applying reasonable care, judgement, knowledge, or ability, in the performance of his duties under a certification issued to him under these Rules.

3.4 No person shall continue to operate a facility under a certification issued under these Rules if such person has become incompetent or unable to perform his duties in a proper manner.

3.5 No person shall perform the duties of operator without being duly certified under the provisions of La. R.S. 37:3101 et seq. and these Rules.

3.6 No person shall operate a facility unless the certificates of all the facility's certified operators are prominently displayed at the facility.

PART IV: CLASSIFICATION OF FACILITIES

4.1 - 4.4

4.1 It is the responsibility of the Board to classify solid waste disposal facilities according to the methodologies employed, types and quantities of wastes handled, and any other parameters which, in the opinion of the Board, are needed to determine the certification and training requirements of the operators. Operator certification and training is not required for operators of facilities which have not been classified. The Board may receive the information necessary to make these determinations from any source. Copies of this information shall be maintained on file, and made available to the public and individual operators on request.

4.2 The general classification of facilities shall be as follows:

- A. Sanitary landfills
- B. Surface impoundments
- C. Landfarming
- D. Open dumps

4.3 These general classifications may be further identified in terms of quantities of wastes handled, number of employees, types of wastes handled, and/or other factors which would indicate the potential for adverse impact associated with the particular operation. Further classification pursuant to this Section shall be accomplished pursuant to the rulemaking procedures in La. R.S. 49:950 et seq.

4.4 From time to time the Board may classify other types of solid waste management facilities, including, but not limited to, incinerators and transfer stations, and also may further redefine the classification within general types of facilities.

PART V: OPERATOR CERTIFICATION

5.1 - 5.13

5.1 The Board shall certify persons as to their qualifications established by testing, training, education, and experience to operate a classified solid waste management system. A certificate, suitable for framing, shall be provided to each successful candidate by the Board. This certificate shall clearly show the name of the operator, type of certification, any limitations imposed, the expiration date, and any other data deemed appropriate by the Board.

5.2 Certified operators are required at all classified facilities.

5.3 Regular certificates shall be valid for four years from the date of issuance.

5.4 TYPES OF CERTIFICATES. Due to the widely divergent methodologies and technologies involved in solid waste management, operators will not be required to be certified in all aspects of solid waste management. Certification will be based upon (1) the type of facility involved and (2) the level of competency required. In addition, the certification shall be either regular or conditional.

5.5 FACILITY DESIGNATION.

A. Each operator certification will be valid for the management of one type of facility as classified by the Board. The classifications will be specified by Roman numerals as follows:

I - Sanitary landfill

II - Surface impoundments

III - Landfarming

IV - Open dumps

B. These Rules may be amended by the Board to classify other types of solid waste systems. These will be given discrete designations. These classifications may provide for limited classifications as in the case of a sanitary landfill receiving a single industrial waste.

5.6 Facilities are required to have certified operators according to the following schedule:

A. Class I.

(1) Each facility or system providing solid waste disposal for a particular parish or region shall have a level "A" operator in responsible charge of the overall solid waste management operation.

(2) Each facility or system shall have either a level "A" or level "B" operator in direct charge of the day-to-day operation of the facility who is certified for each of the facility classifications supervised.

(3) Each site shall have a "C" level operator for each shift who is certified for each facility designation at the site which is being operated during a particular shift. A disposal facility shall have at least one "C" for each 10 operational people.

B. Class II.

(1) Each surface impoundment shall have a level "A" operator in responsible charge of the solid waste management operation.

C. Class III.

(1) Each facility or system providing solid waste disposal for a particular parish or region shall have a level "A" operator in responsible charge of the overall solid waste management operation.

(2) Each facility or system shall have either a level "A" or level "B" operator in direct charge of the day-to-day operation of the facility who is certified for each of the facility classifications supervised.

(3) Each site shall have a "C" level operator for each shift who is certified for each facility designation at the site which is being operated during a particular shift. A disposal facility shall

have at least one "C" for each 10 operational people.

D. Class IV.

(1) Each facility or system providing solid waste disposal for a particular parish or region shall have a level "A" operator in responsible charge of the overall solid waste management operation.

(2) Each facility or system shall have either a level "A" or level "B" operator in direct charge of the day-to-day operation of the facility who is certified for each of the facility classifications supervised.

(3) Each site shall have a "C" level operator for each shift who is certified for each facility designation at the site which is being operated during a particular shift. A disposal facility shall have at least one "C" for each 10 operational people.

5.7 LEVEL OF OPERATOR COMPETENCY.

A. Each certification shall specify the level of competency for which the certificate is issued. Level "A" represents the highest level of competency, level "B" is somewhat lower, and so forth. At least two levels of competency shall be established for each designated facility. As an example, the certificate for the highest level of competency for the operation of a sanitary landfill would be designated, I-A. Classifications are hereby established as "A", "B", and "C". Additional classifications may be added by amendment of these Rules.

B. A level "A" certificate shall encompass all of the technical, regulatory, administrative, and management knowledge needed to perform all of the duties necessary to the proper operation of the entire solid waste management system or facility and shall encompass both procedural and operational aspects of a disposal facility (all technical, regulatory, administrative and management duties necessary for the proper operation of disposal facility).

C. A level "B" certificate shall encompass all of the technical and regulatory, administrative and management knowledge needed to perform the duties necessary for the proper operation of a portion of the solid waste management system facility as determined by assigned duties and customary practice, and operational knowledge needed to operate the disposal facility (i.e. equipment selection, maintenance, waste handling procedures, safety procedures, personal hiring and training, reports and special hazardous waste identification).

D. A level "C" certificate shall encompass the operational knowledge needed to operate the waste handling aspects of the disposal facility (i.e. unloading and spotting, maintaining smallest practical working face, layering, compacting, covering, cleaning, and maintaining equipment, equipment operation and special or hazardous waste identification).

5.8 An applicant for certification must, in addition to passing the examination required by Section 5.10, possess the qualifications for each level of operator as set forth below.

A. A level "A" operator shall have the following qualifications:

(1) Possess a high school diploma or equivalency certificate.

(2) Have a minimum of three years of appropriate and responsible experience in the field of solid waste management; or

Have a minimum of one year of appropriate and responsible experience in the field of solid waste management and have a minimum of three years experience as a supervisor in the construction field relating to the use of heavy equipment, to good drainage practice and to other skills to insure proper operation of a disposal site; or

Have a minimum of one year of appropriate and responsible experience in the field of solid waste management and have either an engineering degree or a degree from an accredited college or university in a four year program related to soils man-