MEMORANDUM

TO: ALL POTENTIAL APPLICANTS

FROM: Margaret P. McGarity, Program Manager Elder Rights/Compliance and Planning

SUBJECT: Request for Proposals

DATE: March 26, 2012

Attached is the Request for Proposal package for the provision of Elderly Protective Services. The proposal is for Fiscal Year 2012 – 2013. The Governor’s OFFICE OF ELDERLY AFFAIRS/Elderly Protective Services (GOEA/EPS) shall award a one year contract.

Packages must be addressed to the Governor’s Office of Elderly Affairs/Elderly Protective Services and received or post marked by May 1, 2012 at 4:30 p.m.

All bids will be opened at the Governor’s Office of Elderly Affairs, 525 Florida Street, Suite 427 at 11:00 a.m. on May 4, 2012.

All questions regarding the contents of this package should be forwarded to Mrs. Margaret McGarity, Program Manager, Mrs. Sharon Jackson, Program Manager, or Mr. Thomas Reagan, Program Monitor, at (225) 342-9722.

/TR

Attachments
Introduction

This Request for Proposal (RFP) for services to investigate reports of abuse, neglect, and exploitation is being solicited by the Governor’s Office of Elderly Affairs for Fiscal Year 2009- 2010.

The proposal package contains the following sections:

- **Part A:** Basic Program Requirements
- **Part B:** Funding Level
- **Part C:** The Request for Proposal

**Basic Program Requirements** outlines the criteria for the program and the services that must be provided to be eligible for funding. Existing State and Federal legislation applicable to the Elderly Protective Services Program (EPS) are the primary sources for these requirements. The established program Policies and Procedures for Elderly Protective Services have been established by the Governor’s Office of Elderly Affairs to assure minimum health, safety, and program standards necessary to operate an effective Elderly Protective Services Program.

**Funding Levels** through legislative action in 1992, LA R.S. 14:403.2, State general funds were allocated to the Governor’s Office of Elderly Affairs to establish an Adult Protective Services Program to service persons 60 and over. (See Attachment A)

**The Request for Proposal** includes a set of instructions to prepare the narrative proposal (Exhibits A and B), budget forms, assurances, evaluation guidelines, travel regulations, Board resolution, and certifications. A checklist is included to aid in assembling the proposal. (See Attachment B)
Part A: Basic Program Requirements

1. In order to be eligible to apply for funds, the applicant organization/agency must, at a minimum, meet the following criteria:
   
a. Have the primary purpose of providing assistance to victims of abuse, neglect, and exploitation or operate a program whose primary purpose is providing assistance to victims of abuse, neglect, and exploitation.

b. Be locally administered by a public agency, private nonprofit agency or organization, institutions of higher education, units of local government or agency.

c. Meet minimum program policy and procedures developed by the Office of Elderly Affairs and all applicable State requirements. A copy of the Governor’s Office of Elderly Affairs Policy Manual, Section 1239, is enclosed in this RFP. (See Attachment C)

2. Priority for funding will be given to existing programs, provided such programs have demonstrated the ability to provide protective services to victims of abuse, neglect, and exploitation.

3. Organizations and/or agencies applying for State funds must adhere to the following program objectives:
   
a. prevent, remedy, halt or hinder abuse, neglect, and exploitation of the elderly;

b. To maintain a balance between protecting the elderly from abuse and/or neglect and preserving their personal freedom and dignity;

c. To assure maximum degree of self-determination for the elderly;

d. To maintain the elderly in the least restrictive living environment appropriate to their needs; and,

e. To initiate or secure referrals for appropriate legal interventions as needed to remedy or prevent abuse, neglect, and exploitation.
4. The provider will operate the regional Elderly Protective Services Program in a respective region under the supervision and direction of, with technical assistance, from the Governor’s Office of Elderly Affairs.

5. The provider will receive reports of abuse/neglect of the elderly (age 60 and over) and will provide the following services as appropriate:

   a. Investigation and assessment of eligible cases;

   b. Screening of reports and referral of ineligible cases to alternative community services programs and resources;

   c. Preparation of an intervention plan when reports are substantiated;

   d. Monitoring the intervention plan on a time-limited basis until the situation is resolved or stabilized;

   e. Referral for physical examinations and/or psychiatric and or psychological evaluations as necessary. Prior consultation with the Governor’s Office of Elderly Affairs is required;

   f. Locations of alternative living arrangements if the adult can no longer remain in his/her own home;

   g. Referral to the district attorney or the EPS contract attorney when the problem cannot be remedied by extra judicial means, or when civil court action is needed. Prior consultation with the Governor’s Office of Elderly Affairs is required;

   h. Convene regional coordinating councils as per LA R.S. §15:1507;

   i. Conduct a minimum of twelve (12) community education and trainings;

   j. Other duties as defined in LA R.S. §14:403.2 and LA R.S §15:1501 through §15:1511 as prescribe by GOEA policies and procedures;

   k. Provide opportunities for in-service training for staff; and

6. Each contractor will be required to follow program policy, procedures, forms, and instructions developed by the Governor’s Office of Elderly Affairs/Elder Rights and to operate according to the terms of the contract. A copy of the basic program policy and proposed contract is attached. (Attachment C and D)

7. Contractors are required to submit monthly reports on program activity. Contractors are also required to adhere to GOEA/EPS quality assurance standards.

8. It is expected that the program will operate during regular office hours. However, provision for emergencies and after regular working hours, reports should be addressed in the proposal.

9. Contractors must have or acquire an IBM compatible PC with broadband internet connections for each staff members to access a centralized client database located in the Governor’s Office of Elderly Affairs.

10. Due to the sensitive nature of protective services work and the potential liability for improper performance by regional staff, the Governor’s Office of Elderly Affairs will have input and final approval of staff employed with EPS funds.

Part B: Funding Levels

1. The Elderly Protective Services Program is budgeted solely by Louisiana state funds under the Governor’s Office of Elderly Affairs. All contracts awarded for Fiscal Year 2013 may anticipate first payment in mid-August or early September.

2. GOEA is soliciting proposals for the entirety of the EPS Region 2 (Baton Rouge Region) consisting of the following parishes: Ascension, East Baton Rouge, East Feliciana, Iberville, Livingston, Pointe Coupe, St. Helena, Tangipahoa, Washington, West Baton Rouge, West Feliciana.

3. The term of the contract shall be July 1, 2012 through June 30, 2013. The Governor’s Office of Elderly Affairs/Elderly Protective Services reserves the right to renew the contract for an additional one or two-year period. However, each period may not exceed one-year increments. Renewals will be based upon program and financial performance. Contractual payments will be equal monthly installments with required expenditure reports. (See Attachment E)

4. Potential agencies may need a cash flow available to administer the program for 90 – 120 days as a cost reimbursement basis due to the approval of the State’s Administrative Budget in mid-July or August.
Part C: The Request for Proposal

General Information

During the contracting process, applicants may be contacted by the Governor’s Office of Elderly Affairs/Elderly Protective Services to review and negotiate the proposed services and/or budget.

Listed below is the number of reports received from each parish in Region 1 in Fiscal Year 2011.

**Region 2 – Baton Rouge**

- Received reports: 707
- Ascension: 28
- East Baton Rouge: 357
- East Feliciana: 14
- Iberville: 10
- Livingston: 101
- Pointe Coupe: 4
- St. Helena: 15
- Tangipahoa: 139
- Washington: 74
- West Baton Rouge: 16
- West Feliciana: 3

Required Services

The purpose of LA 15:1501 is to investigate reports of abuse, neglect and exploitation of elderly persons who, because of mental and/or physical disability, are unable to protect themselves.

The program has been in operation statewide since June 1993. All reports of abuse, neglect and exploitations are received and investigated by staff personnel in seven (7) regional offices established by the Governor’s Office of Elderly Affairs.

Selection Process

All proposals for Elderly Protective Services Programs are submitted to the State EPS Program Director for a panel review. The final approval will be made by the Director of the Governor’s Office of Elderly Affairs. All applicants will be notified as to the final decision regarding proposal acceptance and funding within sixty (60) days of receipt of the application.

Acknowledgement Requirement

In addition to all conditions and requirements for receipt of funding, the contractor agrees to acknowledge the Governor’s Office of Elderly Affairs, Elderly Protective Services as a funding agent in any written
material produced or when providing general information about the program.

**Expected Allotment**

Since there is no definitive information on the 2012-2013 state budget, it is advisable to prepare a standstill budget. The projected contract amount for Fiscal Year 2012-2013, the total contract amount is $290,042.00. This is payable in twelve (12) equal monthly installments.

A. **General Instructions for the Application**

1. The proposal includes both a narrative and budget.

2. Submit an original and three (3) additional copies of your proposal no later than **4:30 p.m. on May 1, 2012**.

3. To be eligible for review, the application must be received by the deadline, be completed, typewritten, and in accordance with the criteria stated in the RFP packet. Use the checklist to insure completeness of the proposal. *(Attachment B)*

4. **Application Submission**

   Proposals should be submitted to:
   Governors’ Office of Elderly Affairs
   Elderly Protective Services
   P. O. Box 61
   Baton Rouge, Louisiana 70821-0061

   Physical Address:
   525 Florida Street
   Fourth Floor
   Baton Rouge, Louisiana 70801

**NOTE:** All CONTRACTORS MUST RECEIVE APPROVAL FROM GOEA BEFORE SUBCONTRACTING SERVICES.

B. **Narrative Format**

1. **Agency Description**

   Provide the agency name, location, and describe the type of organization. Indicate what types of services being provided and the types of clients being served. Note any specific experience with protective services and/or with vulnerable elderly clients. Describe the most similar project undertaken by the agency.
Provide information on the agency overall budget and staffing levels. Address how the agency will initiate start-up costs since the allotment is paid out in twelve equal payments over the fiscal year. Indicate whether the agency has previously worked as a contractor for any state agency.

2. **Narrative Description of the Program**

   a. **Program Operation**

      Describe how the agency will address these specific areas of program operations. Include such information as level and number of staff performing each function, whether or not the agency anticipates using subcontractors. DO NOT SIMPLY RESTATE THE ATTACHED POLICY. Instead, describe specifically how policy will be implemented within the context of the agency organization.

      (1) Confidentially – indicate what procedures will be utilized to ensure client/case confidentially.

      (2) Intake – include the steps from initial referral/request for services to beginning of service delivery.

      (3) Investigation Procedure – include a description of how investigations will be monitored and supervised.

      (4) Assessment and Service Plan – indicate what procedures will be followed and how service plans will be developed.

      (5) Referrals – indicate how service provider referrals will be initiated and followed up.

   b. **Record Keeping**

      Describe in detail, agency service recording procedures, including how individual client records will be maintained and secured.

   c. **Service Coordination**

      Describe how you plan to coordinate services with other agencies/organizations in the community, including law enforcement, district attorneys and coroners.

   d. **Publicity**

      (1) Describe the methods to be utilized to publicize the EPS program so that clients, reporters, and other
agencies will be informed about Elderly Protective Services and where to report abuse, neglect, and exploitation.

(2) Provide a copy of your phone listing from any telephone directory.

(3) Describe what efforts will be made to enhance the EPS program and what approaches will be used for community education and awareness of EPS.

(4) Describe your plan for conducting professional in-service training.

3. Staffing Requirements

a. List on a separate page all staff positions in the program. Include administrative and direct service positions. Describe minimum qualifications for each position indicated. All caseworkers/investigators must have a minimum of a Bachelor’s Degree from an accredited learning institution. (Exceptions for the Bachelor’s Degree may be made on a case by case basis with approval from GOEA.)

b. Differentiate between full-time employees (40 hours per week) and part-time employees. Positions to be funded entirely through other sources or which are to be staffed by volunteers should be marked with an asterisk (*). The following format is to be utilized:

<table>
<thead>
<tr>
<th>Number of Positions</th>
<th>Staff Positions (Title)</th>
<th>FT/PT</th>
</tr>
</thead>
</table>

c. Profile any key personnel (currently employed) who will be involved in the program, specifying experience, education, and interest in the program.

NOTE: VOLUNTEERS OR STUDENT INTERNS MAY NOT BE USED TO INVESTIGATE REPORTS OF ABUSE, NEGLECT, AND EXPLOITATION.

4. Program Supervision/Quality Assurance

a. Describe the supervisory structure of the staff providing services. Indicate the line of supervision on the ladder of authority. Clearly show how the unit relates to the agency total administrative structure. Submission of an
organizational chart indicating the lines of authority is required.

b. Describe the procedures and methods used to supervise workers who directly serve program clients (i.e., regular conferences, work observations, inspections, case records reviews, etc.)

c. Briefly describe plans for training and staff development. Include the frequency of each type of training to be offered and the proposed topics. **NOTE:** The Basic Investigation training must be conducted by EPS or the person responsible for the training must use EPS materials. This is not to be listed as one of your agencies’s training topics.

Caseworkers are required to attend at least 25 hours of training each year.

5. **Client Base**

Briefly describe your experience working with the elderly population described in Part C.

6. **Location**

Indicate the location(s) of all sites involved in the program described in this proposal. The format should be as follows:

Agency Name: _____________________________
Web Address: _____________________________
Street Address: _____________________________
Contact Person: _____________________________
Email Address: _____________________________
Phone Number: _____________________________
Fax Number: _____________________________
C. Instructions for Proposed Program Budget

1. Please show items on the Proposed Program Budget Forms. Budget items are listed under the following cost categories. Include any matching funds or in-kind contributions. For indirect cost, explain how such cost contributes to the program operations. Please refer to the Allowable and Unallowable Cost sheet. (Attachments F and G)

a. PERSONNEL SALARIES (or Proposed Positions) – Include position title and salary. List the method of computation of each item according to normal payroll periods. (Weekly biweekly or monthly)

b. PERSONNEL FRINGE – include each fringe benefit item, such as social security/retirement, health insurance, unemployment compensation, etc., and the method of computation of each item.

c. TRAVEL – this is for staff travel only. Separate local travel and out-of-town travel. All travel schedules must follow State Rules. (Attachment H)

d. OPERATING EXPENSES – Detail operating cost such as utilities, telephone, printing, insurance, maintenance repairs, emergency lodging, and transportation of clients.

e. SUPPLIES – Include consumable supply items such as office supplies and cleaning supplies.

f. EQUIPMENT – List each item of equipment including the cost of installation fees.

g. OTHER – List any cost under other which do not appear under another category. Indirect cost for contract administration (including method of computation) and Contractual services. Indirect costs cannot exceed 5% of the direct cost.
D. Required Documents to be Submitted with the Proposal.

1. Articles of Incorporation

2. Board Resolution – An original resolution authorizing contractor representative to negotiate and sign agreements must be submitted. The name on the board or public body resolution must be the same as the name of the individual to sign the contract.

3. The signed and dated Certification of Professional Accounting Services for completion of an Independent Audit. (Attachment I)

4. Complete the Assurances Signature Form. (Attachment J)

5. Complete and attach the Proposal Checklist.

E. Weighted Criteria

1. Each Request for Proposal will be evaluated on five standards. The first is experience/capacity as an organization. Second, are the overall program operations which includes the plan for programming, record keeping, service coordination, comprehensiveness and public awareness. Third are personnel, which include number of qualified staff, staffing level, training hours and staff commitment. Fourth is cost/budget which accounts for direct cost allocation. Fifth, is quality assurance which includes a plan for staffing, evaluation, feedback and quality control.

The scoring percentages will be based on the following:

- Experience/Capacity: 25%
- Program Operations: 20%
- Personnel: 20%
- Cost/Budget: 20%
- Quality Assurance: 15%
Attachment A

RS 14:403.2

§403.2. Abuse and neglect of adults
A. Any person, who under R.S. 15:1504(A), is required to report the abuse or neglect of an adult and knowingly and willfully fails to so report shall be guilty of a misdemeanor and upon conviction shall be fined not more than five hundred dollars or imprisoned for not more than six months, or both.
B. Any person who knowingly and willfully violates the provisions of Chapter 14 of Title 15 of the Louisiana Revised Statutes of 1950, or who knowingly and willfully obstructs the procedures for receiving and investigating reports of adult abuse or neglect, or who discloses without authorization confidential information about or contained within such reports shall be guilty of a misdemeanor and upon conviction shall be fined not more than five hundred dollars or imprisoned for not more than six months, or both.
C. Any person who reports an adult as abused or neglected to an adult protection agency as defined in R.S. 15:1503 or to any law enforcement agency, knowing that such information is false, shall be guilty of a misdemeanor and upon conviction shall be fined not more than five hundred dollars or imprisoned for not more than six months, or both.

D.(1) Any person who retaliates against an individual who reports adult abuse to an adult protection agency or to a law enforcement agency, shall be guilty of a misdemeanor and upon conviction shall be fined not more than five hundred dollars or imprisoned for not more than six months, or both.
(2) For the purposes of this Section, "retaliation" is defined as discharging, demoting, or suspending an employee who reports the adult abuse; or threatening, harassing, or discriminating against the reporter in any manner at any time provided the report is made in good faith for the purpose of helping the adult protection agency or law enforcement agency fulfill its responsibilities as set forth in Chapter 14 of Title 15 of the Louisiana Revised Statutes of 1950.


RS 15:1501

CHAPTER 14. ADULT PROTECTIVE SERVICES ACT

§1501. Citation
This Chapter shall be known and may be cited as the "Adult Protective Services Act".

RS 15:1502

§1502. Legislative findings and declaration
A. The purpose of this Section is to protect adults who cannot physically or mentally protect themselves and who are harmed or threatened with harm through action or inaction by themselves or by the individuals responsible for their care or by other parties, by requiring mandatory reporting of suspected cases of abuse or neglect by any person having reasonable cause to believe that such a case exists. It is intended that, as a result of such reports, protective services shall be provided by the adult protection agency. Such services shall be available as needed without regard to income.
B. It is the further intent of the legislature to authorize only the least possible restriction on the exercise of personal and civil rights consistent with the person's need for services and to require that due process be followed in imposing such restrictions.

RS 15:1503

§1503. Definitions
For the purposes of this Chapter, the following terms shall have the following meanings, unless the context clearly indicates a different meaning:
(1) "Abandonment" means the desertion or willful forsaking of an adult by anyone having care or custody of that person under circumstances in which a reasonable person would continue to provide care and custody.
(2) "Abuse" means the infliction of physical or mental injury on an adult by other parties, including but not limited to such means as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his health, self-determination, or emotional well-being is endangered.
(3) "Adult" means any individual eighteen years of age or older, or an emancipated minor who, due to a physical, mental, or developmental disability or the infirmities of aging, is unable to manage his own resources, carry out the activities of daily living, or protect himself from abuse, neglect, or exploitation.
(4)(a) "Adult protection agency" means the office of elderly affairs in the office of the governor, for any individual sixty years of age or older in need of adult protective services as provided in
this Chapter.
(b) "Adult protection agency" means the Department of Health and Hospitals for any individual between the ages of eighteen and fifty-nine years of age in need of adult protective services as provided in this Chapter. The secretary of the Department of Health and Hospitals may assign the duties and powers provided in this Chapter to any office of the department for provision of adult protective services, as provided in this Chapter.
(5) "Capacity to consent" means the ability to understand and appreciate the nature and consequences of making decisions concerning one's person, including but not limited to provisions for health or mental health care, food, shelter, clothing, safety, or financial affairs. This determination may be based on assessment or investigative findings, observation, or medical or mental health evaluations.
(6) "Caregiver" means any person or persons, either temporarily or permanently, responsible for the care of an aged person or a physically or mentally disabled adult. "Caregiver" includes but is not limited to adult children, parents, relatives, neighbors, daycare personnel, adult foster home sponsors, personnel of public and private institutions and facilities, adult congregate living facilities, and nursing homes which have voluntarily assumed the care of an aged person, or disabled adult, have assumed voluntary residence with an aged person or disabled adult, or have assumed voluntary use or tutelage of an aged or disabled person's assets, funds, or property, and specifically shall include city, parish, or state law enforcement agencies.
(7) "Exploitation" means the illegal or improper use or management of an aged person's or disabled adult's funds, assets, or property, or the use of an aged person's or disabled adult's power of attorney or guardianship for one's own profit or advantage.
(8) "Extortion" is the acquisition of a thing of value from an unwilling or reluctant adult by physical force, intimidation, or abuse of legal or official authority.
(9) "Isolation" includes:
(a) Intentional acts committed for the purpose of preventing, and which do serve to prevent, an adult from having contact with family, friends, or concerned persons. This shall not be construed to affect a legal restraining order.
(b) Intentional acts committed to prevent an adult from receiving his mail or telephone calls.
(c) Intentional acts of physical or chemical restraint of an adult committed for the purpose of preventing contact with visitors, family, friends, or other concerned persons.
(d) Intentional acts which restrict, place, or confine an adult in a restricted area for the purposes of social deprivation or preventing contact with family, friends, visitors, or other concerned persons. However, medical isolation prescribed by a licensed physician caring for the adult shall not be included in this definition.
(10) "Neglect" means the failure, by a caregiver responsible for an adult's care or by other parties, to provide the proper or necessary support or medical, surgical, or any other care necessary for his well-being. No adult who is being provided treatment in accordance with a recognized religious method of healing in lieu of medical treatment shall for that reason alone be
considered to be neglected or abused.

(11) "Protective services" includes but is not limited to:
(a) Conducting investigations and assessments of complaints of possible abuse, neglect, or exploitation to determine if the situation and condition of the adult warrant further action.
(b) Preparing a social services plan utilizing community resources aimed at remedying abuse, neglect, and exploitation.
(c) Case management to assure stabilization of the situation.
(d) Referral for legal assistance to initiate any necessary extrajudicial remedial action.

(12) "Self-neglect" means the failure, either by the adult's action or inaction, to provide the proper or necessary support or medical, surgical, or any other care necessary for his own well-being. No adult who is being provided treatment in accordance with a recognized religious method of healing in lieu of medical treatment shall for that reason alone be considered to be self-neglected.


RS 15:1504

§1504. Mandatory reports and immunity
A. Any person, including but not limited to a health, mental health, and social service practitioner, having cause to believe that an adult's physical or mental health or welfare has been or may be further adversely affected by abuse, neglect, or exploitation shall report in accordance with R.S. 15:1505.
B. No cause of action shall exist against any person who in good faith makes a report, cooperates in an investigation by an adult protective agency, or participates in judicial proceedings authorized under the provisions of this Chapter, or any adult protective services caseworker who in good faith conducts an investigation or makes an investigative judgment or disposition, and such person shall have immunity from civil or criminal liability that otherwise might be incurred or imposed. This immunity shall not be extended to:
(1) Any alleged principal, conspirator, or accessory to an offense involving the abuse or neglect of the adult.
(2) Any person who makes a report known to be false or with reckless disregard for the truth of the report.
(3) Any person charged with direct or constructive contempt of court, any act of perjury as defined in Subpart C of Part VII of Chapter 1 of Title 14, or any offense affecting judicial functions and public records as defined in Subpart D of Part VII of Chapter 1 of Title 14.

RS 15:1505

§1505. Contents of report and agency to receive report
A. Reports reflecting the reporter's belief that an adult has been abused or neglected shall be made to any adult protection agency or to any local or state law enforcement agency. These reports need not name the persons suspected of the alleged abuse or neglect.
B. All reports shall contain the name and address of the adult, the name and address of the person responsible for the care of the adult, if available, and any other pertinent information.

RS 15:1506

§1506. Receipt of reports
A. All reports received by a local or state law enforcement agency shall be referred to the appropriate adult protection agency.
B. When the appropriate adult protection agency receives a report of sexual or physical abuse, whether directly or by referral, the agency shall notify the chief law enforcement agency of the parish in which the incident is alleged to have occurred of such report. Such notification shall be made prior to the end of the business day subsequent to the day on which the adult protection agency received the report. For the purposes of this Subsection, the chief law enforcement agency of Orleans Parish shall be the New Orleans Police Department.
C. Upon receipt of a report from an adult protection agency, the chief law enforcement agency shall initiate an incident report and shall notify the referring adult protection agency of the disposition of the report.

RS 15:1507

§1507. Investigation of reports, assessment, actions taken, and court orders
A. The adult protection agency shall make prompt investigation and assessment. When the report concerns care in a facility or program under the supervision of the Department of Health and
Hospitals, the secretary of the department may assign the duties and powers enumerated in Subsection B of this Section to any office or entity within the department to carry out the purposes of this Chapter.

B. The investigation and assessment shall include the nature, extent, and cause of the abuse and neglect, the identity of the person or persons responsible for the abuse and neglect, if known, and an interview with the adult and a visit to the adult's home, if possible. Consultation with others having knowledge of the facts of the particular case shall also be included in the investigation.

C. In the event that admission to the adult's home or access to the adult for purposes of conducting the investigation, including a face-to-face private interview with the adult and with other members of the household and inspection of the home is refused, the adult protection agency may apply to a court of competent civil jurisdiction for an order to be granted access to the adult and to the location where the alleged abuse or neglect occurred to make such an investigation.

D. To secure further information and coordinate community service efforts, the adult protection agency shall contact other appropriate local or state agencies.

E. The adult protection agencies shall convene a regional level coordinating council composed of representatives of both public and private agencies providing services, with the objectives of identifying resources, increasing needed supportive services, avoiding duplication of effort, and assuring maximum community coordination of effort.

F. If it appears after investigation that an adult has been abused and neglected by other parties and that the problem cannot be remedied by extrajudicial means, the adult protection agency may refer the matter to the appropriate district attorney's office or may initiate judicial proceedings as provided in R.S. 15:1508. Evidence that abuse or neglect has occurred must be presented together with an account of the protective services given or available to the adult and a recommendation as to what services, if ordered, would eliminate the abuse or neglect.

G. Protective services may not be provided in cases of self-neglect to any adult having the capacity to consent, who does not consent to such service or who, having consented, withdraws such consent. Nothing herein shall prohibit the adult protection agency, the district attorney, the coroner, or the judge from petitioning for interdiction pursuant to Civil Code Articles 389 through 399 or petitioning for an order for protective custody or for judicial commitment pursuant to R.S. 28:50 et seq., seeking an order for emergency protective services pursuant to R.S. 15:1511, or from seeking an order for involuntary protective services pursuant to R.S. 15:1508 (B)(5).

H. (1) The adult protection agency shall have access to any records or documents, including client-identifying information and medical, psychological, criminal or financial records necessary to the performance of the agency's duties under this Chapter. The duties include the provision of protective services to an adult, or the investigation of abuse, neglect, exploitation or extortion of an adult. A person or agency that has a record or document that the adult protection agency needs to perform its duties under this Chapter shall, without unnecessary delay, make the record available to the adult protection agency.

or document available to the agency.

(2) The adult protection agency is exempt from the payment of a fee otherwise required or authorized by law to obtain a record if the request for a record is made in the course of an investigation or in the provision of protective services by the agency.

(3) If the adult protection agency is unable to obtain access to a record or document that is necessary to properly conduct an investigation or to provide protective services, the agency may petition a court of competent jurisdiction for access to the record or document. The person or agency in possession of this necessary record or document and the patient, in the case of a medical record, is entitled to notice and a hearing on the petition.

(4) Upon a showing by the adult protection agency that the record or document is necessary, the court shall order the person or agency who denied access to a record or document to allow the adult protection agency to have access under the terms and conditions prescribed by the court.

(5) Access to a confidential record under this Chapter does not constitute a waiver of confidentiality. No cause of action shall exist against any person or agency who in good faith provides a record or document to the adult protection agency under the provisions of this Chapter.

I.(1) Information contained in the case records of the adult protection agency shall be confidential and shall not be released without a handwritten authorization from the adult or his legal representative, except that the information may be released to law enforcement agencies pursuing enforcement of criminal statutes related to the abuse of the adult or the filing of false reports of abuse or neglect, or to social service agencies, licensed health care providers, and appropriate local or state agencies where indicated for the purpose of coordinating the provision of services or treatment necessary to reduce the risk to the adult from abuse, neglect, exploitation, or extortion and to state regulatory agencies for the purpose of enforcing federal or state laws and regulations relating to abuse, neglect, exploitation, or extortion by persons compensated through state or federal funds.

(2) The identity of any person who in good faith makes a report of abuse, neglect, exploitation, or extortion shall be confidential and shall not be released without the handwritten authorization of the person making the report, except that the information may be released to law enforcement agencies pursuing enforcement of criminal statutes related to the abuse of the adult or to the filing of false reports of abuse or neglect.

(3) Prior to releasing any information, except information released to law enforcement agencies as provided herein, the adult protection agency shall edit the released information to protect the confidentiality of the reporter's identity and to protect any other individual whose safety or welfare may be endangered by disclosure.

§1508. Petition for hearing, criminal proceedings, and subpoenas

A. The district attorney or adult protective services agency may petition a court of competent civil jurisdiction for a hearing with respect to the alleged abuse or neglect. The petitioner shall notify the adult of the hearing and the proposed action. The adult shall be advised of his right to be represented by an attorney.

B. The district attorney or adult protective services agency may apply for an order to:
   (1) Provide mandatory counseling for the parties involved to prevent further abuse or neglect of the adult.
   (2) Enjoin the parties contributing to the abuse or neglect of the adult from continuing such acts.
   (3) Have the adult receive a medical examination or psychiatric/psychological evaluation which will help to determine the least restrictive setting the adult may need.
   (4) Enjoin any party interfering with the provision of protective services to an adult from continuing such interference.
   (5) Provide protective services, if the adult lacks the capacity to consent to services, and the adult is suffering harm or deterioration or is likely to suffer harm or deterioration from abuse, neglect, or self-neglect, if protective services are not provided, and no other person authorized by law or by court order to give consent for the adult is available or willing to arrange for protective services. Such an order shall specify the services needed to protect the adult, which may include medical treatment, social services, placement in a safer living situation, the services of law enforcement or emergency medical services to transport the adult to a treatment facility or safe living location and other services needed to protect the adult. Such an order shall be effective for a period of one hundred eighty days, but an order may be renewed one time for another one hundred eighty days and thereafter annually upon a showing to the court that continuation of the order is necessary to prevent further harm to the adult. However, admission to a mental health treatment facility shall be made only in accordance with the provisions of R.S. 28:1 et seq.

C. The district attorney may likewise institute any criminal proceedings he deems appropriate in accordance with existing laws.

D. Pursuant to Code of Criminal Procedure Article 66, the district attorney or the attorney general may cause to be issued a subpoena or subpoena duces tecum for the purpose of requiring a person having knowledge, written material, or other evidence pertinent to alleged abuse, neglect, or exploitation of the adult to produce such evidence to the district attorney, attorney general or the adult protection agency.

RS 15:1509

§1509. Hearing
A. Upon application under the provisions of R.S. 15:1508, the court shall fix a date for a hearing to be held not more than twenty days, excluding Saturdays, Sundays, and legal holidays, from receipt of the petition. If the alleged abused or neglected adult has no attorney, the court shall appoint an attorney to represent him. The adult's attorney shall be granted access to all records of the adult.
B. The court shall cause the alleged abused or neglected adult and his attorney to be served with notice of the appointment and of the time, date, and place of the hearing no later than five days prior to the hearing. The notice shall inform such respondent that he has a right to be present at the hearing, that he has a right to choose his own privately retained and paid counsel or have a court-appointed attorney if he cannot afford one, that he has a right to subpoena witnesses to testify on his behalf, and that he has a right to cross-examine any witness testifying against him. The alleged abused or neglected adult shall have the right to attend the hearing; however, this may be waived by his attorney for cause with approval of the court.
C. In order to protect the confidentiality and dignity of the alleged abused or neglected adult, any hearing conducted by the court may be closed and the record of the hearing may be sealed.
D. In any proceeding concerning the abuse, neglect, or self-neglect of an adult, evidence may not be excluded on any ground of privilege, except in the case of communications between an attorney and his client or between a priest, rabbi, duly ordained minister, or Christian Science practitioner and his communicant.

RS 15:1510

§1510. Implementation
A. The adult protection agency may adopt such rules and regulations as may be necessary in carrying out the provisions of this Chapter. Specifically, such rules shall provide for cooperation with local agencies, including but not limited to hospitals, clinics, and nursing homes, and cooperation with other states. The adult protection agency shall also be responsible for ongoing inservice training for its staff which assures adequate performance.
B. The adult protection agencies may enter into cooperative agreements with other state agencies or contractual agreements with private agencies to carry out the purposes of this Chapter. The immunity granted to the staff of the adult protection agencies shall extend to the staff of those agencies carrying out the provisions of this Chapter through cooperative or contractual agreement.
C. The adult protection agencies shall implement adult protective services for aged and disabled adults in accordance with an agency plan and shall submit an annual funding request in accordance with its plan. No funds shall be expended to implement the plan until the budget is approved by the commissioner of administration and by the legislature in the annual state appropriations act.

D. When the adult protection agency's staff is not sufficient to respond promptly to all reported cases, the adult protection agency shall set priorities for case response and allocate staff resources to cases in accordance with the rules and regulations promulgated in accordance with Subsection A of this Section. Absent evidence of willful or intentional misconduct or gross negligence in carrying out the investigative functions of the adult protective services program, caseworkers, supervisors, program managers, and agency heads shall be immune from civil or criminal liability in any legal action arising from any decision by the adult protection agency relative to the setting of priorities for cases and targeting of staff resources.


RS 15:1511

§1511. Emergency protective services; ex parte order
A. (1) If the adult protection agency has reasonable cause to believe that an adult is at immediate and present risk of substantial harm or deterioration from abuse, neglect, or self-neglect, and the adult lacks the capacity to consent, or with the consent of an adult who has capacity, the agency or any entity named in R.S. 15:1507(G) may petition a court of competent civil jurisdiction for an ex parte order to provide emergency protective services. The petition shall contain an affidavit setting forth the facts upon which the agency relied in making the determination.

(2) When the circumstances placing the adult at risk are such that there is insufficient time to file a petition for emergency protective services, the facts supporting an ex parte order to provide emergency protective services may be relayed to the court orally or telephonically and the court may issue its order orally. In such cases, a written verified petition for ex parte order shall be filed with the court by the close of the following business day and a written order shall be issued.

B. The ex parte order shall specify the services needed to protect the adult, which may include medical treatment, social services, placement in a safer living situation, the services of law enforcement or emergency medical services to transport the adult to a treatment facility or safe living location, and other services needed to protect the adult and may contain any remedy outlined in R.S. 15:1508 or any remedy deemed by the court as needed to protect the adult. However, admission to a mental health treatment facility shall be made only in accordance with the provisions of R.S. 28:1 et seq.

C. The ex parte order shall be effective for fifteen days but may be extended one time for another
fifteen days upon a showing to the court that continuation of the order is necessary to prevent further harm to the adult.

D.(1) There shall be a hearing held by the court before the expiration of the ex parte order or the extension thereof but no earlier than fifteen days from the effective date of the ex parte order.

(2) The adult has the right to be represented by an attorney. If the alleged abused or neglected adult has no attorney, the court shall appoint an attorney to represent him.

(3) At the hearing, the adult protection agency has the burden to prove that the adult lacks the capacity to consent, and that the adult is at immediate and present risk of substantial harm or deterioration from abuse, neglect, or self-neglect.

(4) The adult shall have the right to present evidence, call witnesses, be heard on his own behalf, and cross-examine witnesses called by the adult protection agency.

(5) Reasonable notice of the hearing and rights set forth in this Chapter shall be given to the adult.

(6) After the hearing, if the court grants an order in favor of the adult protection agency, the court's order shall specify the services needed to protect the adult, which may include medical treatment, social services, temporary placement in a safer living situation, and other services needed to protect the adult and may contain any remedy outlined in R.S. 15:1508 or any remedy deemed by the court as needed to protect the adult. However, admission to a mental health treatment facility shall be made only in accordance with the provisions of R.S. 28:1 et seq.

(7) The order shall be effective for a period of one hundred eighty days, but the order may be renewed one time for another one hundred eighty days and thereafter annually upon a showing to the court that continuation of the order is necessary to prevent further harm to the adult.

CHAPTER 14. ADULT PROTECTIVE SERVICES ACT

§1501. Citation
This Chapter shall be known and may be cited as the "Adult Protective Services Act". Acts 2008, No. 181, §2, eff. June 13, 2008.
§1502. Legislative findings and declaration
A. The purpose of this Section is to protect adults who cannot physically or mentally protect themselves and who are harmed or threatened with harm through action or inaction by themselves or by the individuals responsible for their care or by other parties, by requiring mandatory reporting of suspected cases of abuse or neglect by any person having reasonable cause to believe that such a case exists. It is intended that, as a result of such reports, protective services shall be provided by the adult protection agency. Such services shall be available as needed without regard to income.
B. It is the further intent of the legislature to authorize only the least possible restriction on the exercise of personal and civil rights consistent with the person's need for services and to require that due process be followed in imposing such restrictions.
§1503. Definitions

For the purposes of this Chapter, the following terms shall have the following meanings, unless the context clearly indicates a different meaning:

(1) "Abandonment" means the desertion or willful forsaking of an adult by anyone having care or custody of that person under circumstances in which a reasonable person would continue to provide care and custody.

(2) "Abuse" means the infliction of physical or mental injury on an adult by other parties, including but not limited to such means as sexual abuse, abandonment, isolation, exploitation, or extortion of funds or other things of value, to such an extent that his health, self-determination, or emotional well-being is endangered.

(3) "Adult" means any individual eighteen years of age or older, or an emancipated minor who, due to a physical, mental, or developmental disability or the infirmities of aging, is unable to manage his own resources, carry out the activities of daily living, or protect himself from abuse, neglect, or exploitation.

(4)(a) "Adult protection agency" means the office of elderly affairs in the office of the governor, for any individual sixty years of age or older in need of adult protective services as provided in this Chapter.

(b) "Adult protection agency" means the Department of Health and Hospitals for any individual between the ages of eighteen and fifty-nine years of age in need of adult protective services as provided in this Chapter. The secretary of the Department of Health and Hospitals may assign the duties and powers provided in this Chapter to any office of the department for provision of adult protective services, as provided in this Chapter.

(5) "Capacity to consent" means the ability to understand and appreciate the nature and consequences of making decisions concerning one's person, including but not limited to provisions for health or mental health care, food, shelter, clothing, safety, or financial affairs. This determination may be based on assessment or investigative findings, observation, or medical or mental health evaluations.

(6) "Caregiver" means any person or persons, either temporarily or permanently, responsible for the care of an aged person or a physically or mentally disabled adult. "Caregiver" includes but is not limited to adult children, parents, relatives, neighbors, daycare personnel, adult foster home sponsors, personnel of public and private institutions and facilities, adult congregate living facilities, and nursing homes which have voluntarily assumed the care of an aged person, or disabled adult, have assumed voluntary residence with an aged person or disabled adult, or have assumed voluntary use or tutelage of an aged or disabled person's assets, funds, or property, and specifically shall include city, parish, or state law enforcement agencies.

(7) "Exploitation" means the illegal or improper use or management of an aged person's or
disabled adult's funds, assets, or property, or the use of an aged person's or disabled adult's power of attorney or guardianship for one's own profit or advantage.

(8) "Extortion" is the acquisition of a thing of value from an unwilling or reluctant adult by physical force, intimidation, or abuse of legal or official authority.

(9) "Isolation" includes:
(a) Intentional acts committed for the purpose of preventing, and which do serve to prevent, an adult from having contact with family, friends, or concerned persons. This shall not be construed to affect a legal restraining order.
(b) Intentional acts committed to prevent an adult from receiving his mail or telephone calls.
(c) Intentional acts of physical or chemical restraint of an adult committed for the purpose of preventing contact with visitors, family, friends, or other concerned persons.
(d) Intentional acts which restrict, place, or confine an adult in a restricted area for the purposes of social deprivation or preventing contact with family, friends, visitors, or other concerned persons. However, medical isolation prescribed by a licensed physician caring for the adult shall not be included in this definition.

(10) "Neglect" means the failure, by a caregiver responsible for an adult's care or by other parties, to provide the proper or necessary support or medical, surgical, or any other care necessary for his well-being. No adult who is being provided treatment in accordance with a recognized religious method of healing in lieu of medical treatment shall for that reason alone be considered to be neglected or abused.

(11) "Protective services" includes but is not limited to:
(a) Conducting investigations and assessments of complaints of possible abuse, neglect, or exploitation to determine if the situation and condition of the adult warrant further action.
(b) Preparing a social services plan utilizing community resources aimed at remedying abuse, neglect, and exploitation.
(c) Case management to assure stabilization of the situation.
(d) Referral for legal assistance to initiate any necessary extrajudicial remedial action.

(12) "Self-neglect" means the failure, either by the adult's action or inaction, to provide the proper or necessary support or medical, surgical, or any other care necessary for his own well-being. No adult who is being provided treatment in accordance with a recognized religious method of healing in lieu of medical treatment shall for that reason alone be considered to be self-neglected.

§1504. Mandatory reports and immunity
A. Any person, including but not limited to a health, mental health, and social service practitioner, having cause to believe that an adult's physical or mental health or welfare has been or may be further adversely affected by abuse, neglect, or exploitation shall report in accordance with R.S. 15:1505.

B. No cause of action shall exist against any person who in good faith makes a report, cooperates in an investigation by an adult protective agency, or participates in judicial proceedings authorized under the provisions of this Chapter, or any adult protective services caseworker who in good faith conducts an investigation or makes an investigative judgment or disposition, and such person shall have immunity from civil or criminal liability that otherwise might be incurred or imposed. This immunity shall not be extended to:

(1) Any alleged principal, conspirator, or accessory to an offense involving the abuse or neglect of the adult.

(2) Any person who makes a report known to be false or with reckless disregard for the truth of the report.

(3) Any person charged with direct or constructive contempt of court, any act of perjury as defined in Subpart C of Part VII of Chapter 1 of Title 14, or any offense affecting judicial functions and public records as defined in Subpart D of Part VII of Chapter 1 of Title 14.

§1505. Contents of report and agency to receive report
A. Reports reflecting the reporter's belief that an adult has been abused or neglected shall be
made to any adult protection agency or to any local or state law enforcement agency. These
reports need not name the persons suspected of the alleged abuse or neglect.
B. All reports shall contain the name and address of the adult, the name and address of the
person responsible for the care of the adult, if available, and any other pertinent information.
§1506. Receipt of reports
A. All reports received by a local or state law enforcement agency shall be referred to the appropriate adult protection agency.
B. When the appropriate adult protection agency receives a report of sexual or physical abuse, whether directly or by referral, the agency shall notify the chief law enforcement agency of the parish in which the incident is alleged to have occurred of such report. Such notification shall be made prior to the end of the business day subsequent to the day on which the adult protection agency received the report. For the purposes of this Subsection, the chief law enforcement agency of Orleans Parish shall be the New Orleans Police Department.
C. Upon receipt of a report from an adult protection agency, the chief law enforcement agency shall initiate an incident report and shall notify the referring adult protection agency of the disposition of the report.
§1507. Investigation of reports, assessment, actions taken, and court orders

A. The adult protection agency shall make prompt investigation and assessment. When the report concerns care in a facility or program under the supervision of the Department of Health and Hospitals, the secretary of the department may assign the duties and powers enumerated in Subsection B of this Section to any office or entity within the department to carry out the purposes of this Chapter.

B. The investigation and assessment shall include the nature, extent, and cause of the abuse and neglect, the identity of the person or persons responsible for the abuse and neglect, if known, and an interview with the adult and a visit to the adult's home, if possible. Consultation with others having knowledge of the facts of the particular case shall also be included in the investigation.

C. In the event that admission to the adult's home or access to the adult for purposes of conducting the investigation, including a face-to-face private interview with the adult and with other members of the household and inspection of the home is refused, the adult protection agency may apply to a court of competent civil jurisdiction for an order to be granted access to the adult and to the location where the alleged abuse or neglect occurred to make such an investigation.

D. To secure further information and coordinate community service efforts, the adult protection agency shall contact other appropriate local or state agencies.

E. The adult protection agencies shall convene a regional level coordinating council composed of representatives of both public and private agencies providing services, with the objectives of identifying resources, increasing needed supportive services, avoiding duplication of effort, and assuring maximum community coordination of effort.

F. If it appears after investigation that an adult has been abused and neglected by other parties and that the problem cannot be remedied by extrajudicial means, the adult protection agency may refer the matter to the appropriate district attorney's office or may initiate judicial proceedings as provided in R.S. 15:1508. Evidence that abuse or neglect has occurred must be presented together with an account of the protective services given or available to the adult and a recommendation as to what services, if ordered, would eliminate the abuse or neglect.

G. Protective services may not be provided in cases of self-neglect to any adult having the capacity to consent, who does not consent to such service or who, having consented, withdraws such consent. Nothing herein shall prohibit the adult protection agency, the district attorney, the coroner, or the judge from petitioning for interdiction pursuant to Civil Code Articles 389 through 399 or petitioning for an order for protective custody or for judicial commitment pursuant to R.S. 28:50 et seq., seeking an order for emergency protective services pursuant to R.S. 15:1511, or from seeking an order for involuntary protective services pursuant to R.S. 15:1508 (B)(5).
H.(1) The adult protection agency shall have access to any records or documents, including client-identifying information and medical, psychological, criminal or financial records necessary to the performance of the agency's duties under this Chapter. The duties include the provision of protective services to an adult, or the investigation of abuse, neglect, exploitation or extortion of an adult. A person or agency that has a record or document that the adult protection agency needs to perform its duties under this Chapter shall, without unnecessary delay, make the record or document available to the agency.

(2) The adult protection agency is exempt from the payment of a fee otherwise required or authorized by law to obtain a record if the request for a record is made in the course of an investigation or in the provision of protective services by the agency.

(3) If the adult protection agency is unable to obtain access to a record or document that is necessary to properly conduct an investigation or to provide protective services, the agency may petition a court of competent jurisdiction for access to the record or document. The person or agency in possession of this necessary record or document and the patient, in the case of a medical record, is entitled to notice and a hearing on the petition.

(4) Upon a showing by the adult protection agency that the record or document is necessary, the court shall order the person or agency who denied access to a record or document to allow the adult protection agency to have access under the terms and conditions prescribed by the court.

(5) Access to a confidential record under this Chapter does not constitute a waiver of confidentiality. No cause of action shall exist against any person or agency who in good faith provides a record or document to the adult protection agency under the provisions of this Chapter.

I.(1) Information contained in the case records of the adult protection agency shall be confidential and shall not be released without a handwritten authorization from the adult or his legal representative, except that the information may be released to law enforcement agencies pursuing enforcement of criminal statutes related to the abuse of the adult or the filing of false reports of abuse or neglect, or to social service agencies, licensed health care providers, and appropriate local or state agencies where indicated for the purpose of coordinating the provision of services or treatment necessary to reduce the risk to the adult from abuse, neglect, exploitation, or extortion and to state regulatory agencies for the purpose of enforcing federal or state laws and regulations relating to abuse, neglect, exploitation, or extortion by persons compensated through state or federal funds.

(2) The identity of any person who in good faith makes a report of abuse, neglect, exploitation, or extortion shall be confidential and shall not be released without the handwritten authorization of the person making the report, except that the information may be released to law enforcement agencies pursuing enforcement of criminal statutes related to the abuse of the adult or to the filing of false reports of abuse or neglect.

(3) Prior to releasing any information, except information released to law enforcement agencies as provided herein, the adult protection agency shall edit the released information to protect the
confidentiality of the reporter's identity and to protect any other individual whose safety or welfare may be endangered by disclosure.
§1508. Petition for hearing, criminal proceedings, and subpoenas

A. The district attorney or adult protective services agency may petition a court of competent civil jurisdiction for a hearing with respect to the alleged abuse or neglect. The petitioner shall notify the adult of the hearing and the proposed action. The adult shall be advised of his right to be represented by an attorney.

B. The district attorney or adult protective services agency may apply for an order to:
   (1) Provide mandatory counseling for the parties involved to prevent further abuse or neglect of the adult.
   (2) Enjoin the parties contributing to the abuse or neglect of the adult from continuing such acts.
   (3) Have the adult receive a medical examination or psychiatric/psychological evaluation which will help to determine the least restrictive setting the adult may need.
   (4) Enjoin any party interfering with the provision of protective services to an adult from continuing such interference.
   (5) Provide protective services, if the adult lacks the capacity to consent to services, and the adult is suffering harm or deterioration or is likely to suffer harm or deterioration from abuse, neglect, or self-neglect, if protective services are not provided, and no other person authorized by law or by court order to give consent for the adult is available or willing to arrange for protective services. Such an order shall specify the services needed to protect the adult, which may include medical treatment, social services, placement in a safer living situation, the services of law enforcement or emergency medical services to transport the adult to a treatment facility or safe living location and other services needed to protect the adult. Such an order shall be effective for a period of one hundred eighty days, but an order may be renewed one time for another one hundred eighty days and thereafter annually upon a showing to the court that continuation of the order is necessary to prevent further harm to the adult. However, admission to a mental health treatment facility shall be made only in accordance with the provisions of R.S. 28:1 et seq.

C. The district attorney may likewise institute any criminal proceedings he deems appropriate in accordance with existing laws.

D. Pursuant to Code of Criminal Procedure Article 66, the district attorney or the attorney general may cause to be issued a subpoena or subpoena duces tecum for the purpose of requiring a person having knowledge, written material, or other evidence pertinent to alleged abuse, neglect, or exploitation of the adult to produce such evidence to the district attorney, attorney general or the adult protection agency.

§1509. Hearing
A. Upon application under the provisions of R.S. 15:1508, the court shall fix a date for a hearing to be held not more than twenty days, excluding Saturdays, Sundays, and legal holidays, from receipt of the petition. If the alleged abused or neglected adult has no attorney, the court shall appoint an attorney to represent him. The adult's attorney shall be granted access to all records of the adult.

B. The court shall cause the alleged abused or neglected adult and his attorney to be served with notice of the appointment and of the time, date, and place of the hearing no later than five days prior to the hearing. The notice shall inform such respondent that he has a right to be present at the hearing, that he has a right to choose his own privately retained and paid counsel or have a court-appointed attorney if he cannot afford one, that he has a right to subpoena witnesses to testify on his behalf, and that he has a right to cross-examine any witness testifying against him. The alleged abused or neglected adult shall have the right to attend the hearing; however, this may be waived by his attorney for cause with approval of the court.

C. In order to protect the confidentiality and dignity of the alleged abused or neglected adult, any hearing conducted by the court may be closed and the record of the hearing may be sealed.

D. In any proceeding concerning the abuse, neglect, or self-neglect of an adult, evidence may not be excluded on any ground of privilege, except in the case of communications between an attorney and his client or between a priest, rabbi, duly ordained minister, or Christian Science practitioner and his communicant.

§1510. Implementation
A. The adult protection agency may adopt such rules and regulations as may be necessary in carrying out the provisions of this Chapter. Specifically, such rules shall provide for cooperation with local agencies, including but not limited to hospitals, clinics, and nursing homes, and cooperation with other states. The adult protection agency shall also be responsible for ongoing inservice training for its staff which assures adequate performance.
B. The adult protection agencies may enter into cooperative agreements with other state agencies or contractual agreements with private agencies to carry out the purposes of this Chapter. The immunity granted to the staff of the adult protection agencies shall extend to the staff of those agencies carrying out the provisions of this Chapter through cooperative or contractual agreement.
C. The adult protection agencies shall implement adult protective services for aged and disabled adults in accordance with an agency plan and shall submit an annual funding request in accordance with its plan. No funds shall be expended to implement the plan until the budget is approved by the commissioner of administration and by the legislature in the annual state appropriations act.
D. When the adult protection agency's staff is not sufficient to respond promptly to all reported cases, the adult protection agency shall set priorities for case response and allocate staff resources to cases in accordance with the rules and regulations promulgated in accordance with Subsection A of this Section. Absent evidence of willful or intentional misconduct or gross negligence in carrying out the investigative functions of the adult protective services program, caseworkers, supervisors, program managers, and agency heads shall be immune from civil or criminal liability in any legal action arising from any decision by the adult protection agency relative to the setting of priorities for cases and targeting of staff resources.
RS 15:1511

§1511. Emergency protective services; ex parte order
A.(1) If the adult protection agency has reasonable cause to believe that an adult is at immediate and present risk of substantial harm or deterioration from abuse, neglect, or self-neglect, and the adult lacks the capacity to consent, or with the consent of an adult who has capacity, the agency or any entity named in R.S. 15:1507(G) may petition a court of competent civil jurisdiction for an ex parte order to provide emergency protective services. The petition shall contain an affidavit setting forth the facts upon which the agency relied in making the determination.

(2) When the circumstances placing the adult at risk are such that there is insufficient time to file a petition for emergency protective services, the facts supporting an ex parte order to provide emergency protective services may be relayed to the court orally or telephonically and the court may issue its order orally. In such cases, a written verified petition for ex parte order shall be filed with the court by the close of the following business day and a written order shall be issued.

B. The ex parte order shall specify the services needed to protect the adult, which may include medical treatment, social services, placement in a safer living situation, the services of law enforcement or emergency medical services to transport the adult to a treatment facility or safe living location, and other services needed to protect the adult and may contain any remedy outlined in R.S. 15:1508 or any remedy deemed by the court as needed to protect the adult.

However, admission to a mental health treatment facility shall be made only in accordance with the provisions of R.S. 28:1 et seq.

C. The ex parte order shall be effective for fifteen days but may be extended one time for another fifteen days upon a showing to the court that continuation of the order is necessary to prevent further harm to the adult.

D.(1) There shall be a hearing held by the court before the expiration of the ex parte order or the extension thereof but no earlier than fifteen days from the effective date of the ex parte order.

(2) The adult has the right to be represented by an attorney. If the alleged abused or neglected adult has no attorney, the court shall appoint an attorney to represent him.

(3) At the hearing, the adult protection agency has the burden to prove that the adult lacks the capacity to consent, and that the adult is at immediate and present risk of substantial harm or deterioration from abuse, neglect, or self-neglect.

(4) The adult shall have the right to present evidence, call witnesses, be heard on his own behalf, and cross-examine witnesses called by the adult protection agency.

(5) Reasonable notice of the hearing and rights set forth in this Chapter shall be given to the adult.

(6) After the hearing, if the court grants an order in favor of the adult protection agency, the court's order shall specify the services needed to protect the adult, which may include medical treatment, social services, temporary placement in a safer living situation, and other services
needed to protect the adult and may contain any remedy outlined in R.S. 15:1508 or any remedy deemed by the court as needed to protect the adult. However, admission to a mental health treatment facility shall be made only in accordance with the provisions of R.S. 28:1 et seq.

(7) The order shall be effective for a period of one hundred eighty days, but the order may be renewed one time for another one hundred eighty days and thereafter annually upon a showing to the court that continuation of the order is necessary to prevent further harm to the adult.

Attachment B

PROPOSAL CONTENT CHECKLIST

Agency Name:

Upon completion of your proposal, place documents in the order listed below.

Your proposal will not be evaluated or considered without all of the required information. Submit this checklist as the last document.

___ Exhibit A – Identifying Information Sheet
___ Organization Description (agency’s name, location, and contact person)
___ Organizational Chart
___ Board of Directors

___ Exhibit B – Narrative Proposal Content
___ Agency Description
___ Program Operation
___ Record Keeping Practices
___ Service Coordination
___ Comprehensive Coverage
___ Publicity Awareness
___ Staffing
   ___ Job Descriptions of Key Personnel
___ Program Supervision/Quality Assurance
___ Client and Program Knowledge/Experience
___ Resource Listings
___ Reporting Responsibility
___ Evaluation and Monitoring Requirement
### Exhibit C – Budget Request Form

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### Exhibit D – Other Requirements

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<td>Certification of Professional Accounting Services</td>
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§1239. Adult Protective Services for the Elderly

A. Overview of Elderly Protective Services

1. Purpose. The purpose of Elderly Protective Services (EPS) is to protect adults who cannot physically or mentally protect themselves and who are harmed or threatened with harm through action or inaction by themselves or by the individuals responsible for their care or by other persons.

2. Goal and Objectives

   a. The goal of Elderly Protective Services is to assure that adults in need of protection are able to maintain the highest quality of life in the least restrictive environment appropriate to their individual capabilities and life style and wishes.

   b. The objectives of Elderly Protective Services are:

      i. to prevent, remedy, halt or hinder abuse and neglect;

      ii. to maintain a careful balance between protecting an adult from abuse and/or neglect and preserving his/her personal freedom and dignity;

      iii. to assure the maximum possible degree of self-determination for the adult;

      iv. to maintain the adult in the least restrictive living environment appropriate for his/her needs; and

      v. to secure referral or admission to appropriate alternative living arrangements if all efforts to maintain the adult in his/her own home fail.
2. Philosophy

a. The following principles are basic to the delivery of Elderly Protective Services:

i. adult abuse, neglect and exploitation are primarily social problems and their resolution should be sought initially through the provision of social services;

ii. services which support and strengthen the informal support system (family and caretakers) are vital to the protection of adults who are at risk of abuse, neglect and exploitation;

iii. a client has the right to make decisions on his/her own behalf unless it is clearly evident to EPS that he/she is unable to do so, or until the court grants that responsibility to another individual.

iv. proper protection of an adult may require an EPS worker to advocate for the right of the adult to make his/her own choice even where there is a community or family request for the agency to intervene.

4. Client Rights

a. The elderly protective services client, if mentally able, has the right to:

i. receive voluntary protective services if he/she requests or consents to these services;

ii. participate in all decisions regarding his/her welfare;

iii. choose the least restrictive alternative that meets his/her needs;

iv. refuse medical treatment if it conflicts with his/her ethical values, and/or religious beliefs and practices;

v. withdraw from or refuse consent for protective services if the law has not been broken and the elderly client has the capacity to refuse services.

5. Framework for Elderly Protective Services

a. The principles of family based services provide the framework for elderly protective services. Family based services are designed to provide the maximum services to a family at the time of crisis to prevent
the breakup of the family unit. This approach to the delivery of social services focuses on families rather than individuals. Services in this context are intended to strengthen and maintain families and prevent family dissolution and out of home placement of the adult.

b. Elderly protective services assist families in regaining or maintaining family autonomy while at the same time assuring the protection of individuals.

c. It is recognized that while adults who live alone may not have families, significant others may, when appropriate, be considered as part of the family unit within the context of family based services.

6. Definitions

Abandonment - the withdrawal of support, care, or responsibility for an elderly adult without intending to return.

Abuse - the infliction of physical or mental injury on an adult by other parties, including, but not limited to such means as sexual abuse, exploitation, or extortion of funds or other things of value, to such an extent that his/her health, self-determination, or emotional well-being is endangered.

Adult - Any individual eighteen years of age or older or an emancipated minor.

Capacity to Consent - The ability to understand and appreciate the nature and consequences of making decisions concerning one's person, including but not limited to provisions for health or mental health care, food, shelter, clothing, safety, or financial affairs. This determination may be based on assessment or investigative findings, observation, or medical or mental health evaluations.

Caregiver - Any person or persons, either temporarily or permanently responsible for the care of an elderly person.

Caregiver Neglect - The inability or unwillingness of the caregiver to provide for basic needs (food, clothing, medicine, etc.) For an elderly person.

Collateral - Caretaker or subject of the investigation who may have information about the case. Collaterals may include family members, neighbors, witnesses,
physicians and other medical personnel, law enforcement officials, and others.

**Coordinating Council**
According to RS 14:403.2 EPS is to form regional coordinating councils to maximize community input into program operations.

**Curator (Guardian)** - An individual appointed by the court to manage the affairs and/or person of the interdict.

**Elderly** - A term used to refer to an individual 60 years of age or older.

**Elderly Protection Agency** - The Office of Elderly Affairs in the Office of the Governor (GOEA) for any individual sixty years of age or older in need of elderly protective services as provided in this Section. The Department of Health and Hospitals is the Adult Protection Agency for any individual between the ages of eighteen and fifty-nine years of age in need of adult protective services as provided in this Section.

**Exploitation** - The illegal or improper use or management of an elderly person's assets, or property, or the use of an elderly person's power of attorney or guardianship for one's own profit or advantage.

**Extortion** - The acquisition of a thing of value from an unwilling or reluctant adult by physical force, intimidation, or abuse of legal or official authority.

**Incompetency** - A judicial finding, based on satisfactory evidence, of a person's inability to manage his/her affairs and/or person.

**Interdict (Ward)** - An individual for whom a curator has been appointed.

**Interdiction (Guardianship)** - A judicial proceeding which authorizes a court, upon petition, to appoint a curator (guardian) for a person found to be incapable of managing his/her person, estate, or property because of mental deficiency, deviation or physical infirmity. (In accordance with the Civil Code Articles 389-426.)

**Neglect** - The failure by a caregiver responsible for the adult's care or by other parties to provide the proper or necessary support or medical, surgical, or any other care necessary for his/her well-being.
Physical Abuse - The injury, unreasonable confinement, intimidation or cruel punishment of an adult with resulting physical harm or pain.

Protective Services - include but are not limited to:

i. conducting investigations and assessments of complaints of possible abuse, neglect, or exploitation to determine if the situation and condition of the adult warrant further action;

ii. preparing a social services plan utilizing community resources aimed at remedying abuse, neglect, and exploitation;

iii. case management to assure stabilization of the situation;

iv. referral for legal assistance to initiate any necessary extrajudicial remedial action.

Provisional Curator - An individual appointed by the court to manage the affairs and/or person of the interdict. The authority of the provisional curator expires thirty days after the date of appointment or when a curator is appointed. (In accordance rev Civil code Articles 389-426.)

Regional Office - One of the seven (7) EPS Region offices located throughout the state. Region 1, New Orleans; Region 2, Baton Rouge; Region 3, Lafayette; Region 4, Lake Charles; Region 5, Alexandria; Region 6, Monroe; Region 7, Shreveport.

Self-Neglect - The failure, either by the adult's action or inaction, to provide the proper or necessary support or medical, surgical or any other care necessary for his/her own well-being. No adult who is being provided treatment in accordance with a recognized religious method of healing in lieu of medical treatment shall for that reason alone be considered to be self-neglected.

Sexual Abuse - The involvement of an adult who is determined to be an unwilling participant or is in a state of diminished physical and/or mental capacity in any sexual act or situation.

7. Legal Basis

a. R.S. 14:403.2 provides the statutory authority for elderly protective services. The intent of the
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law is to authorize the least possible restriction on the exercise of personal and civil rights consistent with the adult's need for services and to require that due process be followed in imposing such restrictions.

b. The major areas covered by LA R.S. 14:403.2 include:

   i. Responsibilities of the Elderly Protection Agency - GOEA is responsible for the provision of elderly protective services to persons age 60 or older. These services shall include a prompt investigation and assessment.

   ii. Reporting - Any person having cause to believe that an adult's physical or mental health or welfare has been or may be further adversely affected by abuse, neglect or exploitation shall report to the adult protection agency or to any local or state law enforcement agency.

   iii. Immunity - No cause of action shall exist against:

      (a), any person who in good faith makes a report, cooperates in an investigation by an agency, or participates in judicial proceedings authorized under the provisions of the law; or

      (b). any caseworker who in good faith conducts an investigation or makes an investigative judgment or disposition.

   iv. Consent to Service - Protective services may not be provided in cases of self neglect to any adult who does not consent to such service or who, having consented, withdraws such consent based on the functional capacity of the individual.

B. Confidentiality

1. For purposes of elderly protective services, confidentiality is defined as the protection of social and other information concerning an adult, his/her family and his/her situation which is disclosed to the EPS program/worker by the elder, the reporter and/or collaterals. The intent of confidentiality is to prevent information and/or records concerning an elder from being released to persons who have no legitimate need for or right to such information and/or records.

2. When making a determination regarding release of the elderly case
information, the following criteria shall be considered:

a. has the elder, or his/her legally authorized representative consented to the release of the information;

b. if the answer to §1239.B.2.a is no, is the release required by law (such as referral to a district attorney in a case of physical abuse);

c. if the elder lacks the capacity to consent and has no legally authorized representative, will the release of the information directly benefit the adult, facilitate treatment, or prevent or ameliorate the abuse/neglect/exploitation problem?

3. If the answer to any of the questions in §1239.B.2 is yes, the information may be released. If there are any questions regarding whether information should be released, the information shall not be released without supervisory and/or legal consultation with the GOEA staff attorney.

4. To obtain confidential information (written medical or psychiatric reports, etc.), from sources outside GOEA, a release form signed by the adult or his/her representative is necessary. The signed release form is also necessary before any written case information may be sent to any agency/organization outside GOEA.

C. Intake

1. Intake. The intake process includes those activities whereby reports concerning the abuse, neglect and/or exploitation of adults are received, evaluated for appropriateness, and either accepted or not accepted for investigation. All intake information shall be documented on Form EPS-1.

2. Eligibility for Elderly Protective Services. To be eligible to receive protective services through GOEA the adult must be:

a. age 60 or older; and

b. alleged to be abused/neglected/financially exploited by a caregiver or others; or

c. alleged to be unable to provide for his/her own well being which results in danger to his/her own health and/or safety; and/or
d. alleged to be unable to protect him/herself from abuse/neglect/financial exploitation.

3. Types of Abuse/Neglect Accepted for Investigation

a. physical or mental abuse;

b. caregiver neglect;

c. exploitation;

d. extortion;

e. self neglect;

f. sexual abuse;

g. abandonment.

4. Determining Whether a Report is Accepted for Investigation. In order for a report to be accepted for investigation, the adult must meet eligibility criteria described in §1239.C.2 and must be an alleged victim of at least one of the types of abuse/neglect/exploitation listed in §1239.C.3.

5. Case Name. The case name shall be the name of the adult who is the subject of the report. If more than one adult in the same family are subjects, the case name shall be the name of the older adult.

6. Categories of Protective Services Reports

a. Initial. The first report of abuse/neglect of an adult. This report initiates the investigation.

b. Subsequent. A report of another incident of abuse/neglect involving the same adult while the case is open which alleges a type of abuse/neglect different from the Initial Report. The EPS worker responsible for the case shall investigate all Subsequent Reports as if they were Initial Reports.

c. Additional Information. A report which provides information regarding an open case which does not involve a different type of abuse/neglect.

d. Nonaccepted. A report which does not meet the criteria for acceptance of a case.

7. Nonacceptance of a Report

a. When a report is not accepted for investigation, the EPS worker shall advise the reporter of the
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reason for nonacceptance and will provide the following, as appropriate:

i. consultation and direct referrals for other services;

ii. referral to a law enforcement agency or to the district attorney;

iii. referral to the appropriate agency for investigation if the client is not within the jurisdiction of the EPS program.

b. If a report is not accepted for investigation, the action taken on the report must be documented on Form EPS-1.

D. Investigation Procedures

1. Priorities for Investigation of Cases. Cases accepted for investigation shall be prioritized as high, medium and low according to the severity of factors of abuse/neglect based on information provided by the reporter and other sources. The priority level of the case determines the time frame and agency commitment of staff and resources for the investigation. Investigation of low and medium priority cases may be limited if all EPS workers in a regional office have 35 active cases in any one month period.

2. Definitions of Priority Levels.

a. High Priority. Allegations of abuse/neglect/exploitation which include any one or more of the following examples of conditions will constitute a high priority case. The examples are not all inclusive. These cases will be served first. The alleged victim:

i. has severe and functionally limiting physical disability;

ii. has severe and functionally limiting mental illness or mental confusion;

iii. is totally dependent on others for income/financial resources which are being misused;

iv. lives in a structurally unsound home with severe health and/or safety violations;

v. requires immediate medical attention for abuse/neglect;

vi. is the victim of sexual abuse;
vii. is subject to unrestricted access by an alleged perpetrator;

viii. is totally dependent on others for basic necessities of life which are not being provided.

b. Medium Priority. Any one or more of the following factors will constitute a medium priority case. The alleged victim:

i. has moderate physical disability/requires prosthesis or hands-on assistance to be ambulatory;

ii. has periodic confusion and impaired reasoning abilities;

iii. is partially dependent on others for financial resources and/or management;

iv. lives in a home with some structural or safety problems which pose moderate risk;

v. lacks adequate supervision of basic needs, which, if left unchecked, will endanger health and well being;

vi. has minor injury or injuries;

vii. has psychological symptoms due to neglect and/or abuse;

viii. is in a situation, which, while not critical, is very likely to get worse without intervention;

ix. is partially dependent on others for basic necessities of life.

c. Low Priority. Any one or more of the following factors will constitute a low priority case. These cases will be served if all higher priority cases have been investigated and if staff and resources are available. The alleged victim:

i. is ambulatory;

ii. has minimal physical disability;

iii. has minimal mental disability/mild retardation - occasional mild confusion;

iv. is financially independent;

v. lives in a home which meets minimal standards;

vi. is able to care for his/her basic needs;
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vii. has minor injury or injuries, or minor signs of neglect.

3. Time Frames for Investigation

a. High Priority Cases.
   Investigation shall be initiated within eight (8) work-day hours of receipt of the report.

b. Medium Priority Cases.
   Investigation shall be initiated within three (3) working days of receipt, as long as investigation of high priority cases is not delayed.

c. Low Priority Cases.
   Investigation of cases which are considered low priority shall be initiated after investigations for all high and medium priority reports have been initiated.

4. Determination of Appropriate EPS Regional Office to Investigate the Report

a. The EPS Regional Office responsible for the investigation shall be the one which serves the parish in which the adult normally resides.

b. If the adult's residence changes to another region before completion of the investigation, the original EPS worker will be responsible for the case unless it is determined that distances between offices are too great.

5. Purpose of the Investigation

a. The purpose of the investigation is to determine whether the adult alleged to be abused, neglected, exploited or unable to care for himself is in need of protective services, and if so, to identify what services are needed to provide the protection.

b. The determination of need for protective services may be based upon problems identified in the report, or it may be based upon problems the EPS worker identifies during the investigation, or both.

6. Time Frame. The investigation shall be completed and a decision made regarding disposition of the case within 45 calendar days of the date the initial report was received. If this time frame cannot be met, the reasons must be documented in the case record.

   A report shall be sent to the district attorney on all cases where it appears after investigation that an adult has
been abused and neglected by a third party or parties and that the problem cannot be remedied by EPS through extrajudicial means. A list of services which are available to ameliorate the abuse and neglect situation shall be provided in the report. Such reports shall be reviewed and approved by the EPS Program Manager or his/her designee prior to referral.

8. Exceptions to EPS Investigation Procedures

a. Not accepted for investigation:

i. Spouse Abuse. Allegations of spouse abuse will not be accepted for investigation unless the adult meets the criteria for eligibility as described in §1239.C.2. Reporters who allege spouse abuse for adults not eligible for adult protective services shall be referred to local law enforcement agencies or to battered women's shelters, if appropriate.

ii. Licensed and Certified Nursing Facilities (includes all Title XIX Facilities). Allegations of abuse/neglect of an adult who resides in a nursing facility shall not be accepted for investigation except as provided below. Reporters will be referred to the Department of Health and Hospitals, Bureau of Health Standards, Baton Rouge, LA and/or to the State Long Term Care Ombudsman Program. The exception to this rule is in cases where a resident of a nursing facility is alleged to be abused or exploited by someone visiting the facility or while visiting outside the facility.

iii. Mental Health and Mental Retardation Facilities. Allegations of abuse/neglect of an adult who resides in a facility, group home or hospital operated by the Division of Mental Health or Mental Retardation/Developmental Disabilities shall not be accepted for investigation. Reporters shall be referred to the appropriate regional level offices.

b. Accepted for investigation

i. Adult Residential Care Home. Allegations of abuse/neglect of an adult who resides in a board and care home will be accepted for investigation. Such reports should also be reported to the Department of Social Services, Division of Licensing, and the State Long-Term Care Ombudsman Program.
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E. Services

1. Service Assessment. When a decision has been made that a case is valid and the adult consents to services or lacks the ability to make a competent decision, a service assessment shall be conducted and a plan developed.

2. Service Plan

   a. Development. The service plan is the basis for the activities that the EPS worker and service providers will undertake. The focus of the service plan is time limited and it is expected that involvement of the EPS worker in the case will not exceed three months. Therefore, time frames for service delivery which require EPS worker participation should take this limitation into consideration.

   b. Participation of the Adult. All aspects of the service plan shall be developed with the ongoing participation and involvement of the mentally competent adult. For other adults, the following situations may apply:

      i. when the adult has a legally appointed curator (guardian), that person is the spokesperson for the adult;

      ii. when the adult has an informal (non-legal) representative, usually a family member (not an alleged perpetrator), this person should participate in the development of the service plan;

      iii. when the adult appears to be mentally incapacitated but does not have either a legal or non legal representative, the EPS worker should obtain as much participation as is feasible and practical, dependent upon the adult's current situation.

F. Complaints Against Elderly Protective Services (EPS)

1. For purposes of this policy the following definitions apply:

   Complaint - any allegation of wrongdoing or misconduct by EPS. Complaints may be submitted orally or in writing.

   Misconduct - any action by an Elderly Protective Services Investigator which is considered detrimental to the welfare of an elderly person that is in violation of laws and regulations that govern the EPS
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Program, including Section 721 of the Older Americans Act, R.S. 14:403.2 et seq., and LAC4:VII.1229.

2. Any complaint or allegation of misconduct should be referred to the EPS Regional Supervisor who will subsequently investigate these complaints. Following the Regional Supervisor's investigation of said complaint, the information will be forwarded to the EPS Director for review and disposition.

AUTHORITY NOTE: Promulgated in accordance with R.S. 14:403.2.

CONTRACTUAL AGREEMENT
BETWEEN THE
OFFICE OF THE GOVERNOR
OFFICE OF ELDERLY AFFAIRS
AND

«Contractor»

BE IT KNOWN, that on this 1st day of July, «Year_1», the Office of Elderly Affairs, in the Office of the Governor of the State of Louisiana (hereinafter referred to as "State") and «Contractor» (hereinafter referred to as "Contractor"), do hereby enter into a contract for the delivery of services to support and implement the Adult Protective Services Program mandated by La. R.S. 15:1501 et seq., as amended in the 2008 Regular Session of the Louisiana Legislature.

Legal Name of Contractor: «Contractor»
Mailing Address: «Address_1»

«City_1», «State_1» «Zip_1»

Street Address & E-Mail: «Address_1»

«City_1», «State_1» «Zip_1»

«EIN»

Telephone Number: «Office_Phone»
Contractor IRS Number: «EIN»
Contractor Contact Person (Name/Title) «Director»

Contractor Representative Authorized to Sign Contract: (Name) ______________ (Title) ______________

The Contractor Representative authorized to sign the Contract is the only person over whose signature major changes in the proposal can be requested. This individual must authorize all requests for budget and other revisions, unless other designated persons are authorized to do so.

This Contract shall commence on «Beginning_Date» and terminate on «Ending_Date», unless one party hereto makes known to the other party of the intention to terminate by thirty (30) days written notice, by mutual consent of both parties, or at the option of the State due to budgetary reductions and/or changes in funding priorities by the State.

The state hereby agrees to pay the Contractor a maximum amount «Amount», To be paid 1/12
The Governor’s Office of Elderly Affairs/Elderly Protective Services (GOEA/EPS) will reserve the right to renew this contract for an additional one or two-year period. However, each period may not exceed one-year increments. Option for renewal will be based on performance evaluation, service delivery, quality assurance reviews, cost allocation of funds, program administration, program assessment/evaluation, submission of timely reports, and overall compliance with La. R.S. 14:403.2 and GOEA/EPS policy and procedures. This option for renewal will be allocated with existing funds unless additional funds become available.

1. Contractor hereby agrees to furnish the following services:

To provide adequate staff for planning, establishing and executing a program that will receive reports of abuse/neglect of the elderly (age 60 and over) and will provide the following services to eligible clients, as appropriate:

A. Screening of reports and referral of ineligible cases to alternative community services and resources.
B. Investigation and assessment of eligible cases.
C. Preparation of a social services plan, when indicated.
D. Monitoring of the plan on a time limited basis until the situation is resolved or stabilized.
E. Referral for physical examinations and/or psychiatric or psychological evaluations, as necessary. Prior consultation with and approval from the Office of Elderly Affairs are required.
F. Location of alternative living arrangements if the adult can no longer remain in his/her own home.
G. Referral to the parish district attorney of cases of abuse/neglect when the problem cannot be remedied by extra-judicial means, or when civil and/or criminal court action is needed. Prior consultation with and approval of the Office of Elderly Affairs required.
H. Convene regional coordinating council.
I. Other duties as defined in La. R.S. 14:403.2 et seq. and La. R.S. 15:1501 et seq.
J. Conduct community education and training regarding the EPS program and the dynamics of elder abuse.

2. Contractor further agrees:

A. To follow program policy, procedures, forms and instructions developed by the Office of Elderly Affairs.
B. To consult with the Office of Elderly Affairs regarding all personnel decisions involving staff
employed under this contract. Including, but not limited to, minimum staff required for services, minimum educational/experience requirements for positions, resumes of new employees upon retention, salaries, notification of staff changes or resignations.

C. To submit monthly program and financial reports on program activity.

D. To adhere to GOEA/EPS quality assurance standards.

E. To provide broadband internet access with current MS Windows capabilities including updated service packs for compatibility with GOEA/EPS.

F. To refer Physical/Sexual Abuse to the appropriate law enforcement agency.

G. To notify GOEA/EPS and submit EPS-14s for approval/notification for all legal contacts listed on such EPS-14 form.

H. To send requested copies of EPS-14 cases to GOEA/EPS via facsimile, email, express delivery or regular U.S. mail.

I. To notify GOEA/EPS of all subpoena, subpoena duces tecum, and non-subpoena requests for documents or court room appearances.

J. Contractor hereby agrees to provide Elderly Protective Services to the following parishes:

Parishes

3.

Contractor further agrees:

A. To permit the State to determine the efficacy and soundness of the services and programs established and the funds expended under this agreement, the Contractor shall provide the State such information and data, in both form and manner prescribed by the State as the State may from time to time request. Contractor agrees to submit to the State a monthly operating statement and shall maintain separate books, records, documents and other evidence in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred for the performance of this contract.

A copy of source documentation (invoices, canceled checks, payroll sheets, etc.) shall be made available to the State. This will be requested by the State as needed. Additionally, all transactions and events must be recorded, classified and summarized in appropriate journals; providing chronological records of transactions having a common origin and ledgers of accounts to receive and consolidate transaction amounts related to a given classification. Records will establish independent accounting for all receipt and disbursement of monies derived from this contract.
Should, upon preliminary audit review, a determination be made requiring the audit team to inspect all other accounts, transactions, ledgers, deposit and withdrawal slips, Contractor will concede to their inspection and to a complete and total audit. Contractor further agrees that the fiscal and other records of Contractor as they pertain to the contract shall be subject at all reasonable times to inspection and audit by the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration and Elderly Affairs auditors.

In the event that the State determines that certain costs which have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the State shall have the right to deduct and withhold said amount from amounts due Contractor under this contract. Records of project funds shall be maintained separate from other funds and expenditures shall be kept in the following categories:

   a. Staff Salaries
   b. Fringe Benefits
   c. Staff Travel
   d. Operating Expenses
   e. Supplies
   f. Equipment
   g. Other Expenses

B. Budget categories within the budget may be revised by the Contractor upon approval from the State as long as there is no change in the total amount of the approved contract or the contract period.

C. When applicable, upon completion of this contract or if terminated earlier, all records, reports, worksheets or any other materials related to this contract become the property of the State.

D. Contractor agrees to retain all books, records and other documents relevant to this contract and the funds expended hereunder for at least four (4) years after termination of the contract.

E. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract shall be the said Contractor’s obligation.

F. Contractor shall not assign any interest in this contract and shall not transfer any interest in same, whether by assignment or novation, without prior written consent of the State, provided however, the claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

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

The Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliations or disabilities.

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

5. Contractor agrees to abide by all laws and regulations concerning client confidentiality.

6. Contractor agrees to obtain a contract compliance audit by a certified public accountant of expenditures charged to the contract within six (6) months of the ending of the Contractor's fiscal year. Such audit may be performed in conjunction with a financial audit. All disallowed expenditures shall be reimbursed to the State. Any audit of the contract period issued pursuant to the Single Audit Act of 1984, P. L. 98-502, shall fulfill all the requirements of this section. A copy of the audit findings must be submitted to the State within thirty (30) days of issuance of the audit.

7. No funds herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority.

8. Contractor agrees to maintain an accurate inventory of all equipment and property purchased with State funds for a period of not less than four (4) years and shall provide the State with a copy of such inventory on the form so designated by the State. Contractor shall continue to provide for the maintenance, repair protection and preservation of all capital assets purchased with state funds.

In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to equipment or capital assets purchased or acquired, in whole or in part, using funds herein awarded, Contractor shall utilize said proceeds to repair, renovate or replace the property involved; or shall credit such proceeds against the cost of the work covered by this agreement; or shall otherwise reimburse the State as directed by the State.

In the event that the Contractor is unable to continue the provisions of services as agreed upon herein, by reason of lack of funds, program discontinuance, change of philosophy, or other reason, or that such equipment or property becomes no longer needed for purposes agreed upon herein during the expected and useful life of such equipment or property, the Contractor shall, at the State's option and request, donate and deliver such equipment or property to the nearest...
State-operated sub-agency of the State at no expense to the State and, where applicable, transfer title of same to the State of Louisiana.

These conditions relating to capital outlay as described above shall remain in effect for not less than four (4) years past the final expiration date of this agreement or any modifications or extensions thereto and shall be binding on all heirs, assigns or successors to the original parties to this agreement.

9.
It is specifically agreed and understood that the funds established under this contract as per the approved budget shall be limited in use to program operation and equipment purchases and that the method of disbursement of funds shall be in accordance with the normal state invoicing and billing procedures. Travel and other reimbursable expenses shall constitute part of the total maximum payable under the contract. Travel expenses shall be reimbursed in accordance with the State General Travel Regulations, as revised July 1, «Year__1_».

10.
Contractor shall not enter into any sub-contract for work or services contemplated under this contract without obtaining prior written approval of the State. Any sub-contracts approved by the State shall be subject to conditions and provisions as the State may deem necessary; provided, however that notwithstanding the foregoing, unless otherwise provided in this contract such prior written approval shall not be required for the purchase by the Contractor of supplies and services which are incidental to but necessary for the performance of the work required under this contract; and provided, further, however that no provisions of this clause and no such approval by the State or any sub-contract shall be deemed in any event or manner to provide for the incurrence of any obligation of the State beyond those specifically set forth herein. Further provided that no sub-contract shall relieve the Contractor of the responsibility for the performance of any sub-contractor.

11.
It is agreed that in consideration for the services performed, the State shall make all checks payable to the order of the Contractor in the amounts expressed or specified in the contract.

12.
This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, any exhibits, and attachments specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter. Any alterations, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, duly signed and approved by the State.

13.
In the event of any inconsistent of incompatible provisions, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's Proposal.
14. It is understood and agreed that Contractor is rendering the services described herein and acts as its own agent, and the State shall not be held liable for acts of Contractor which may result in damages.

15. Contractor agrees to obtain, and shall require any sub-contractor(s) to obtain, sufficient insurance which shall include, but is not limited to, liability, property, worker's compensation (or equivalent for law enforcement officers), bonding, and professional practice, as required to protect the interests of all parties to this contract. Where applicable, such coverage shall include volunteers.

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

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

18. The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

19. Any claim or controversy arising out of this contract shall be resolved by the provisions of La. - R.S. 39:1524 - 1526.

20. If any part of this contract is determined to be invalid or illegal by any court of competent jurisdiction, it shall not affect the remaining parts hereof.
21.

This contract is not effective until approved by the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of the contractor to advise the State in advance if contract funds or contract terms may be sufficient to complete contract objectives.

Goals and Objectives

**Purpose:** To protect adults who cannot physically or mentally protect themselves and who are harmed or threatened with harm through action or inaction by themselves or by the individuals responsible for their care or by other persons.

**Goals of Program:** To prevent remedy, and investigate the reports of abuse, neglect and exploitation of vulnerable elderly.

**Objectives I.1:** To respond to reports of abuse, neglect and exploitation with the given priority levels; High Priority - 8 working hours, Medium Priority - 72 working hours, Low Priority - after all high and medium priorities have been investigated.

**Performance Indicators:**
- Inputs: Number of reports received
- Output: Number of reports investigated
- Outcome: Number of reports received by priority level
- Quality: Random review of case records show that policy guidelines have been met

**Objectives I.2:** To investigate all accepted EPS reports of abuse, neglect and exploitation within the 45-day time frame.

**Performance Indicators:**
- Inputs: Number of reports accepted
- Output: Number of reports in compliance with the 45-day time frame
- Number of reports that are noncompliant with the 45-day period
- Outcome: 80% of all reports accepted have been investigated within the 45 day time period
- Quality: Random review of case records reveals that policy guidelines are met

**Monitoring Plan:** Reports are reviewed on a monthly basis by the State Office and quarterly on-site reviews are performed on cases by the State Office.
IN WITNESS WHEREOF, this Contract is signed and entered into on the date below indicated.

CONTRACTOR:

«Contractor» Date

STATE OF LOUISIANA - Office of the Governor
Bobby Jindal, Governor

Paul Colomb, Appointing Authority Date

Karen Ryder, Deputy Assistant Secretary Date
BOARD RESOLUTION FOR CONTRACT APPROVAL

State of Louisiana, Parish of ________________

On the ________ day of _____________, 20__, at a meeting of the Board of Directors of «Contractor», a corporation, held in the city of ________, State of Louisiana with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize (Name and Title) __________________________ his/her successors in office to negotiate, on terms and conditions that he/she may deem advisable, a contract or contracts with the effective date of ___________ and to execute said documents on behalf of the corporation, and further we do hereby give him/her the power and authority to do all things necessary to implement, maintain, amend or renew said document.

The above resolution was passed by a majority of those present and voting in accordance with the by-laws and articles of incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors.

HELD ON THE ________________ DAY OF ________________, 20__.

________________________________________
SECRETARY
## GOVERNOR’S OFFICE OF ELDERLY AFFAIRS
### ELDERLY PROTECTIVE SERVICES
#### MONTHLY EXPENDITURE REPORT

**Agency:** __________  
**CFMS:** __________

**Period Ending:** __________

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I hereby certify that the above expenditures are for the period shown and are true and correct to the best of my knowledge. The expenditures reported have been made in accordance with Federal and State guidelines and as outlined in the contract and are for the purpose set forth within the project contract.

Signature: __________  
Title: __________  
Date: __________

*Total expenditures less GOEA funds received = Cash on Hand. Cash on hand at end of fiscal year must be returned to GOEA.*
ALLOWABLE COST

1. Staff Salaries: Full or part-time.

2. Fringe Benefits: FICA or retirement – not both. Worker’s compensation, unemployment compensation, health insurance, life insurance, disability insurance.

3. Travel: Must be in accordance with State Travel Regulations.
   
   Local: mileage to conduct program business.
   
   Out-of-town: lodging, food, and mileage to attend out-of-town conferences, training, and meetings. Registration fees are allowed.
   
   Dues of membership in relation to program requirements.

4. Operating Expenses: Rent, utilities, telephone, printing postage, property liability and hazard insurance, maintenance of property and equipment, equipment rental, pest control printed brochures and building repairs.
   
   The following list must be reported to the EPS Director: emergency client lodging, transportation, food, medical needs, and other emergency items.

5. Supplies Office supplies, cleaning supplies, paper supplies, maintenance supplies, film (to document abuse), therapy supplies, abuse tapes, sanitary supplies for caseworkers, and others as related to program needs.


7. Other Indirect administrative or management fees, audit fees, accounting services, and other necessary consultants as it relates to program requirements. Administrative or management fees shall not exceed 7%.
**UNALLOWABLE COSTS**

Any cost incurred by a recipient that is **NOT**:

1. Reasonable for the performance of the award;
2. Allocable;
3. In conformance with any limitations or exclusions set forth by the State of Louisiana and Governor’s Office of Elderly Affairs Policies and Procedures;
4. Consistent with internal regulations, policies and procedures that applies uniformly to the State of Louisiana and other activities of the organization;
5. Determined in accordance with generally accepted accounting principles; and
6. Not included as a cost in any other state or federally funded grant (unless specifically authorized).

**In addition to the statements above, the following are specified unallowable cost.**

1. Direct payment of funds to clients
2. Personal car insurance
3. Staff gifts, flowers, etc.
4. Food associated with staff or department meeting such as lunches or parties and its supplies. However, food associated with grant sponsored conferences or with health related issues dealing with client care are allowable charges if they are specific line items in the budget and are included in the budget justification.
5. Board and staff liability
6. Bonuses
CONTRACTED TRAVEL AGENCY

SHORT’S TRAVEL MANAGEMENT
1203 W. Ridgeway Avenue
Waterloo, IA

TOLL FREE: (888) 846-6810
FAX: (319) 433-0847
EMAIL: state@shortstravel.com
WEBSITE: www.shortstravel.com/la

* A profile must be set up prior to booking*
Go to www.doa.louisiana.gov/osp/travel
and
Double click on the Contract Travel Agency Icon

TRUE NORTH TRAVEL SOLUTIONS
*Note: MOTOR COACH TRAVEL ONLY
1923 West Cullom Avenue, FL 2
Chicago, IL  60613
Direct: (312) 698-8991
FAX: (312) 284-4802
Email: nick@truenorth-travel.com

**PLEASE NOTE THAT THERE IS A $15 CHARGE
PER CALL FOR AFTER HOURS SERVICE
1-888-846-6810
After 5 p.m. and on weekends.
This service is for afterhours travel only and not for booking advanced travel.
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Office of State Travel

Purpose: This Travel Guide is to provide guidelines and establishes procedures for individuals incurring business travel expenses on the State’s behalf.

Objectives: Ensure all travelers have a clear and consistent understanding of policies and procedures for business travel. Provide State Travelers with a reasonable level of service, comfort, and safety at the lowest possible cost. Maximize the organization’s ability to negotiate discounted rates with preferred suppliers and reduce travel expenses.

Goal: Special emphasis will be given on travel training for our agencies to ensure compliance with the travel policy.

INTERNET ADDRESS: www.doa.louisiana.gov/osp/travel

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email: Tammy.Toups@la.gov

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TRAVEL MANAGER
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SHELITA WOODS
STATE PURCHASING OFFICER
PHONE (225) 342-6322
FAX (225) 342-5019
email: Shelita.Woods@la.gov

*Denise Lea
Assistant Commissioner
TO: ALL ELECTED OFFICIALS, DEPARTMENT HEADS AND PRESIDENTS OF COLLEGES AND UNIVERSITIES

FROM: PAUL W. RAINWATER
COMMISSIONER

DATE: JULY 1, 2011

RE: TRAVEL POLICIES AND PROCEDURES

Below is a summary of the new travel regulation additions/changes/clarifications that have been made in the travel policy for fiscal year 2011-2012. As always, this is just a summary, as PPM49 should always be reviewed in its entirety each year.

Key Additions/Changes/Clarifications to PPM49:

S1502. DEFINITIONS –

The following has been added under “Official Domicile”
4. The Department Head or his/her designee may authorize approval for an employee to be reimbursed for lodging expenses within an employee’s domicile with proper justification as to why this is necessary and in the best interest of the state.

S1504. METHODS OF TRANSPORTATION

Personal Mileage reimbursement - $0.51 cents per mile.

Section B.1.b.i - the following change has been made:
Chartered or un-chartered privately owned aircraft - $1.29 cents per mile.

Section C – the following has been added:
Persons operating a state owned, rental or personal vehicle on official state business will be completely responsible for all traffic, driving, and parking violations received. This does not include state-owned or rental vehicle violations, i.e. inspection sticker, as the State and/or rental company would be liable for any cost associated with these types of violations.

Section C.3.c – the following section has been modified. Please read entire section.
This section now includes State of Louisiana Out-of-State Contracts for all domestic out-of-state travel.

Section C.3.f - the following changes have been made:
Only the cost of a compact or intermediate model is reimbursable, unless 1) non-availability is documented, or 2) the vehicle will be used to transport more than two persons.
Section C.3.i - the following has been added:
Lost keys for rental vehicles are not covered under the damage waiver policy and are very costly. The agency should establish an internal procedure regarding liability of these costs.

S1506 Lodging and Meals

Section A.3 – the following changes have been made:
The maximum allowance for meal reimbursement for single day travel will be $33.00
c. Lunch & Dinner: ($33.00) The 12 hour travel duration must end at or after 8 p.m.

Section C - the following has been added:
2. Meals with relatives or friends may not be reimbursed unless the host can substantiate costs for providing for the traveler. The reimbursement amount will not automatically be the meal cost for that area, but rather the actual cost of the meal. i.e. The host would have to show proof of the cost of extra food, etc. Cost shall never exceed the allowed meal rate listed for that area.

3. Lodging with relatives or friends may not be reimbursed unless the host can substantiate costs for accommodating the traveler. The amount will not automatically be the lodging cost for that area, but rather the actual cost of accommodations. i.e. The host would have to show proof of the cost of extra water, electricity, etc. Cost shall never exceed the allowed routine lodging rate listed for that area.

Section C Tier Pricing
Please see section for all changes.

S1508. Reimbursement for Other Expenses

Section F – the following change has been made:
Laundry services - employees on travel for more than seven days may be reimbursed, with department head or his/her designee’s approval, up to actual, but reasonable, costs incurred. Receipts are required for reimbursement.

S1511. International Travel

Section B - the following change has been made:
B. International travelers will be reimbursed the Tier IV area rates for meals and lodging, unless U.S. State Department rates are requested and authorized by the Commissioner of Administration or, for Higher Education, the entity head or his/her designee prior to departure.

Remember, employees should be trained at time of hiring as well as refresher classes conducted at least once a year. The Office of State Travel offers many levels of travel training and will be glad to assist any agency with the training of your staff to ensure your employees are in compliance with travel regulations. If you are interested in training classes for your staff, please contact the State Travel Office to set up dates and times.

Employees traveling on behalf of the State are expected to comply with this state travel policy (PPM49). Thank you for your cooperation.
Policy and Procedure Memorandum 49

S1501. Authorization and Legal Basis
A. 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. 49:950-968 as amended, notice is hereby given of the revision of Policy and Procedures Memorandum No. 49, the state general travel regulations, effective July 1, 2011. These amendments are both technical and substantive in nature and are intended to clarify certain portions of the previous regulations or provide for more efficient administration of travel policies. These regulations apply to all state departments, boards and commissions created by the legislature or executive order and operating from funds appropriated, dedicated, or self-sustaining; federal funds; or funds generated from any other source.

Please note that when political subdivisions are required to follow PPM49 for any pass through money issued by the State of Louisiana, any and all required approvals must be sent to the correct appointing authority, not to the Commissioner of Administration.

B. Legal Basis--L.R.S. 39:231 "The commissioner of administration, with the approval of the governor, shall, by rule or regulation, prescribe the conditions under which each of 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."

S1502. DEFINITIONS
A. For the purposes of this PPM, the following words have the meaning indicated.

**Authorized Persons**
1. advisors, consultants, contractors and other persons 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, or consulting services in accordance with R..S.39:1481et.seq.
2. members of boards, commissions, and advisory councils required by federal or state legislation or regulation. Travel allowance levels for all such members and any staff shall be those authorized for state employees unless specific allowances are legislatively provided.
3. The Department Head or his designee is allowed to deem persons as an authorized traveler for official state business only. **Note:** College/University Students must be deemed authorized travelers to be reimbursed for state business purposes. A centralized file must be kept containing all of these approvals.

**Conference/Convention** - is herein defined as a meeting (other than routine) for a specific purpose and/or objective. Non-routine meetings can be defined as a seminar, conference, convention, or training. Documentation required is a formal agenda, program, Letter of Invitation, or registration fee. Participation as an exhibiting vendor in an exhibit/trade show also qualifies as a conference. For a hotel to qualify for conference rate lodging it requires that the hotel is hosting or is in “conjunction with hosting” the meeting. In the event the designated conference hotel(s) have no room available, a Department Head may approve to pay actual hotel cost not to exceed the conference lodging rates for other hotels located near the conference hotel.

**Contract Airfare** –These airfares are only for use by authorized travelers on official state business, with competitive bid airfares that are fully refundable, non-penalty tickets. Contract price is firm for last seat availability.

**Controlled Billed Account (CBA)** – credit account issued in an agency’s name (no plastic card issued). These accounts are direct liabilities of the State and are paid by each agency. CBA accounts are controlled through an authorized approver(s) to provide a means to purchase airfare and registration only. Each department head determines the extent of the account’s use.
Corporate Travel Card – credit cards issued in an employee’s name to be used for official business travel expenses. Corporate Travel Cards are individual liability cards, which must be paid in full each month by the cardholder. Charges to these accounts are never the liability of the State.

Emergency Travel - Each department shall establish internal procedures for authorizing travel in emergency situations. Approval may be obtained after the fact from the Commissioner of Administration, with appropriate documentation, under extraordinary circumstances when PPM49 regulations cannot be followed but where the best interests of the state requires that travel be undertaken.

Extended Stays – any assignment made for a period of 31 or more consecutive days at a place other than the official domicile.


In-State Travel - all travel within the borders of Louisiana or travel through adjacent states between points within Louisiana when such is the most efficient route.

International Travel - all travel to destinations outside the 50 United States, District of Columbia, Puerto Rico and the Virgin Islands, American Samoa, Guam.

Lowest Logical Airfare – Airfares available to the public. In general, these types of airfares are non-refundable, penalty tickets. Penalties could include restrictions such as advanced purchase requirements, weekend stays, etc. Prices will increase as seats are sold. When schedule changes are required for lowest logical tickets, penalty fees are added.

Official Domicile - every state officer, employee, and authorized person, except those on temporary assignment, shall be assigned an official domicile.

1. Except where fixed by law, official domicile of an officer or employee assigned to an office shall be, at a minimum, the city limits in which the office is located. The department head or his designee should determine the extent of any surrounding area to be included, such as parish or region. As a guideline, a radius of at least 30 miles is recommended. The official domicile of an authorized person shall be the city in which the person resides, except when the department head has designated another location (such as the person's workplace).

2. A traveler whose residence is other than the official domicile of his/her office shall not receive travel and subsistence while at his/her official domicile nor shall he/she receive reimbursement for travel to and from his/her residence.

3. The official domicile of a person located in the field shall be the city or town nearest to the area where the majority of work is performed, or such city, town, or area as may be designated by the department head, provided that in all cases such designation must be in the best interest of the agency and not for the convenience of the person.

4. The Department Head or his/her designee may authorize approval for an employee to be reimbursed for lodging expenses within an employee’s domicile with proper justification as to why this is necessary and in the best interest of the state.

Out-of-State Travel - travel to any of the other 49 states plus District of Columbia, Puerto Rico and the Virgin Islands, American Samoa, Guam.

Passport – a document identifying an Individual as a citizen of a specific country and attesting to his or her identity and ability to travel freely.

Per Diem - a flat rate paid in lieu of travel reimbursement for people on extended stays.

Receipts/Document Requirements – Supporting documentation must be retained according to record retention laws. It shall be at the discretion of each agency to determine where the receipts/documents will be maintained.

Routine Travel – travel required in the course of performing his/her job duties. This does not include non-routine meetings, conferences and out-of-state travel.

State Employee - employees below the level of state officer

State Officer

1. state elected officials;
2. 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 office of elected officials).

**Suburb** – an immediate or adjacent location (overflow of the city) to the higher cost areas which would be within approximately 30 miles of the highest cost area.

**Temporary Assignment** - any assignment made for a period of less than 31 consecutive days at a place other than the official domicile.

**Travel Period** - a period of time between the time of departure and the time of return.

**Travel Routes** - the most direct traveled route must be used by official state travelers.

**Travel Scholarships** – If any type of scholarship for travel is offered/received by a state employee, it is the agency/employee’s responsibility to receive/comply with all ethic laws/requirements.

See R.S. 42:1123

**Traveler** - a state officer, state employee, or authorized person performing authorized travel.

**Visa** – a document or, more frequently, a stamp in a passport authorizing the bearer to visit a country for specific purposes and for a specific length of time.

**S1503. General Specifications**

**A. Department Policies**

1. Department heads may establish travel regulations within their respective agencies, but such regulations shall not exceed the maximum limitations established by the Commissioner of Administration. Three copies of such regulations shall be submitted for prior review and approval by the Commissioner of Administration. One of the copies shall highlight any exceptions /deviations to PPM 49.

2. Department and agency heads will take whatever action necessary to minimize all travel to carry on the department mission.

3. Contracted Travel Services. **The state has contracted for travel agency services which use is mandatory for airfares unless exemptions have been granted by the Division of Administration prior to purchasing airfare tickets.** The contracted travel agency has an online booking system which can be used by all travelers for booking airfare, hotel and car reservations. Use of the online booking system can drastically reduce the cost paid per transaction and state travelers are strongly encouraged to utilize.

4. When a state agency enters into a contract with an out-of-state public entity, the out-of-state public entity may have the authority to conduct any related travel in accordance with their published travel regulations.

5. **Authorization to Travel**

   a. All non-routine travel must be authorized and approved in writing by the head of the department, board, or commission from whose funds the traveler is paid. A department head may delegate this authority in writing to one designated person. Additional persons within a department may be designated with approval from the Commissioner of Administration. A file shall be maintained on all approved travel authorizations.

   b. Annual travel authorizations are no longer a mandatory requirement of PPM49 for routine travel, however, an agency can continue to utilize this process if determined to be in your department’s best interest. A travel authorization is still required for non-routine meetings, conferences and out-of-state travel.

**B. Funds for Travel Expenses**

1. Persons traveling on official business will provide themselves with sufficient funds for all routine travel expenses that cannot be covered by the corporate travel card. Advances of funds for travel shall be made only for extraordinary travel and should be punctually repaid when submitting the Travel voucher covering the related travel, not later than the fifteenth day of the month following the completion of travel.

2. **Exemptions:** At the Agency’s discretion, cash advances may be allowed for:

   a. employees whose salary is less than $30,000/year.
b. employees who accompany and/or are responsible for students on group or client travel.

c. new employees who are infrequent travelers or have not had time to apply for and receive the state’s corporate travel card.

d. employees traveling for extended periods, defined as a period exceeding 30 or more consecutive days

e. employees traveling to remote destinations in foreign countries, such as jungles of Peru or Bolivia.

f. advanced ticket / lodging purchase
g. registration for seminars, conferences, and conventions.

h. incidental costs not covered by the corporate travel card i.e. registration fees; conference fees may be submitted on a preliminary request for reimbursement when paid in advance.
i. any ticket booked by a traveler 30 days or more in advance and for which the traveler has been billed, may be reimbursed by the agency to the traveler on a preliminary expense reimbursement request. The traveler should submit the request with a copy of the bill or invoice. Passenger airfare receipts are required for reimbursement.
j. employees who infrequently travel or travelers that incur significant out-of-pocket cash expenditures.

3. Expenses Incurred on State Business. Traveling expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency and must be within the limitations prescribed herein.

4. CBA (Controlled Billed Account) issued in an agency’s name is to be used for airfare and registration only. Other Credit Cards issued in the name of the state agency are not to be used without written approval.

5. NO REIMBURSEMENT WHEN NO COST INCURRED BY TRAVELER. This includes but is not limited to reimbursements for any lodging and/or meals furnished at a state institution or other state agency, or furnished by any other party at no cost to the traveler. In no case will a traveler be allowed mileage or transportation when he/she is gratuitously transported by another person.

C. Claims for Reimbursement

1. All claims for reimbursement for travel shall be submitted on state Form BA-12, unless exception has been granted by the Commissioner of Administration, and shall include all details provided for on the form. It must be signed by the person claiming reimbursement and approved by his/her immediate supervisor. The purpose for extra and unusual travel must be stated in the space provided on the front of the form. In all cases the date and hour of departure from and return to domicile must be shown.

2. Except where the cost of air transportation, conference, or seminar is invoiced directly to the agency/department, all expenses incurred on any official trip shall be paid by the traveler and his travel voucher shall show all such expenses in detail to the end that the total cost of the trip shall be reflected by the travel voucher. If the cost of air transportation is paid directly by the agency/department, a notation will be indicated on the travel voucher indicating the date of travel, destination, amount, and the fact that it has been paid by the agency/department. The traveler's copy of the passenger receipt is required.

3. In all cases, and under any travel status, cost of meals and lodging shall be paid by the traveler and claimed on the travel voucher for reimbursement, and not charged to the state department, unless otherwise authorized by the Department Head or his designee. A centralized file must be kept containing all of these approvals.

4. Claims should be submitted within the month following the travel, but preferably held until a reimbursement of at least $10 is due. Department heads at their discretion may make the 30 day submittal mandatory on a department wide basis.

5. Any person who submits a claim pursuant to these regulations and who willfully makes and subscribes to any claim which he/she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels or advises the preparation
or presentation of a claim, which is fraudulent or is false as to any material matter shall be guilty of
official misconduct. Whoever shall receive an allowance or reimbursement by means of a false
claim shall be subject to severe disciplinary action as well as being criminally and civilly liable
within the provisions of state law.

6. Agencies are required to reimburse travel in an expeditious manner. In no case shall
reimbursements require more than thirty (30) days to process from receipt of complete, proper travel
documentation.

S1504. Methods of Transportation

A. Cost-effective transportation
The most cost-effective method of transportation that will accomplish the purpose of the travel shall
be selected. Among the factors to be considered should be length of travel time, employee’s salary,
cost of operation of a vehicle, cost and availability of common carrier services, etc. Common carrier
shall be used for out-of-state travel unless it is documented that utilization of another method of
travel is more cost-efficient or practical and approved in accordance with these regulations

B. Air
1. Private Owned or Charter Planes. Before travel by privately-owned or by chartered
aircraft is authorized for individual’s travel by a department head, the traveler shall certify that: 1) at
least two hours of working time will be saved by such travel; and 2) no other form of
transportation, such as commercial air travel or a state plane, will serve this same purpose.
   a. Chartering a privately owned aircraft must be in accordance with the Procurement Code.
   b. Reimbursement for use of a chartered or un-chartered privately owned aircraft
      under the above guidelines will be made on the following basis:
         i. at the rate of $1.29 cents per mile; or
         ii. at the lesser of coach economy airfare or state contract rate
      If there are extenuating circumstances requiring reimbursement for other than listed above,
      approval must be granted by the Commissioner of Administration.
   c. When common carrier services are unavailable and time is at a premium, travel
      via state aircraft shall be investigated, and such investigation shall be documented and readily
      available in the department's travel reimbursement files. Optimum utilization will be the
      responsibility of the department head.

2. Commercial Airlines: (Receipts required) All state travelers are to purchase
commercial airline tickets through the state contracted travel agency (see front cover for Contract
Travel Agency contact numbers). This requirement is mandatory unless approval is granted from
the State Travel Office. (In the event travelers seek approval to go outside the travel agency, they
shall submit their request through their agency travel program administrator, who will determine if
the request should be submitted to the Office of State Travel.)

While the use of the contract travel agency is mandatory, the state traveler has options for the
type of airfare ticket purchased. This office strongly encourages use of lowest logical airfares,
NOT state contract fares. The traveler should ask the contracted travel agency to check for the
lowest logical rates based on his/her personal needs.

The State always supports purchasing the “best value” ticket. Therefore, once all rates are
received, the traveler must compare cost and options to determine which fare would be the “best
value” for their trip. To make the determination, the traveler must ask the question: Is there a
likelihood my itinerary could change or be cancelled? Depending on the response, the traveler
must determine if the costs associated with changing a non-refundable ticket (usually around $150)
would still be the best value.

Another factor to assist having a travel agent search the lowest fare is advising the agent if
traveler is flexible in either dates or time of travel. By informing the travel agent of your “window
of time” for your departure and return will assist them to search for the best price.
a. Travelers are to seek airfares allowing an ample amount of lead time prior to departure date. The lead-time should be at least (14) fourteen days in advance of travel dates to ensure the lowest fares are available.

b. State contract airfare tickets are not available for personal, companion or spouse travel. This is a requirement of the airlines and our failure to monitor the use of these contract airfares could cause their cancellation. Therefore, persons booking tickets for non-official business using contract rates will be subject to disciplinary action as well as payment of the difference between contract airfare and full coach fares.

c. Commercial air travel will not be reimbursed in excess of lowest logical or state contract air rate when it has been determined to be the best value (receipts required). The difference between contract or coach/economy class rates and first class or business class rates will be paid by the traveler. Upgrades at the expense of the State are NOT permitted, without prior approval from the Commissioner of Administration. If space is not available in less than first or business class air accommodations in time to carry out the purpose of the travel, the traveler will secure a certification from the airline indicating this fact. The certification is required for travel reimbursement.

d. The policy regarding airfare penalties is that the state will pay for the airfare and/or penalty incurred for a change in plans or cancellation when the change or cancellation is required by the State or other unavoidable situations approved by the agency’s department head. Justification for the change or cancellation by the traveler’s department head is required on the travel voucher.

e. When an international flight segment is more than 10 hours in duration, the state will allow the business class rate not to exceed 10% percent of the coach rate. The traveler’s itinerary provided by the travel agency must document the flight segment as more than 10 hours and must be attached to the travel voucher.

f. A lost airline ticket is the responsibility of the person to whom the ticket was issued. The airline charge of searching and refunding lost tickets will be charged to the traveler. The difference between the prepaid amount and the amount refunded by the airlines must be paid by the employee.

g. If companion fares are purchased for a state employee and non-state employee, the reimbursement to the state employee will be the amount of the lowest logical fare.

h. Traveler is to use the lowest logical airfare/state contract whether plane is prop or a jet.

i. Employees may retain promotional items, including frequent flyer miles, earned on official state travel. However, if an employee makes travel arrangements that favor a preferred airline/supplier to receive promotional items/points and this circumvents purchasing the most economical means of travel, they are in violation of this travel policy. Costs for travel arrangements subject to this violation are non-reimbursable.

j. When making airline reservations for a conference, let the travel agent know that certain airlines have been designated as the official carrier for the conference. In many instances, the conference registration form specifies that certain airlines have been designated as the official carrier offering discount rates, if available. If so, giving this information to our contracted agencies could result in them securing that rate for your travel.

C. Motor Vehicle

No vehicle may be operated in violation of state or local laws. No traveler may operate a vehicle without having in his/her possession a valid U.S. driver's license. Safety restraints shall be used by the driver and passengers of vehicles. All accidents, major and minor, shall be reported first to the local police department or appropriate law enforcement agency. An accident report form, available from the Office of Risk Management (ORM) of the Division of Administration should be completed as soon as possible and returned to ORM, together with names and addresses of principals and witnesses. Any questions about this should be addressed to the Office of Risk
Management of the Division of Administration. These reports shall be in addition to reporting the accident to the Department of Public Safety as required by law.

Any persons who are not official state employees must sign Hold Harmless Agreement Form, located at Office of State Travel’s website, [http://www.doa.louisiana.gov/osp/travel/forms.htm](http://www.doa.louisiana.gov/osp/travel/forms.htm) prior to riding in or driving a state-owned vehicle or rental vehicle on behalf of the State. Each agency is responsible in ensuring that this along with any other necessary documents are completed and made part of the travel file prior to travel dates.

No person may be authorized to operate or travel in a state owned or rental vehicle unless that person is a classified or unclassified employee of the State of Louisiana; any duly appointed member of a state board, commission, or advisory council; or any other person who has received specific approval from the Department Head or his designee to operate or travel in a fleet vehicle on official state business. A centralized file must be kept containing all of these approvals.

Students shall not be authorized to drive state-owned or rented vehicles for use on official state business if not employed by the State.

Persons operating a state owned, rental or personal vehicle on official state business will be completely responsible for all traffic, driving, and parking violations received. This does not include state-owned or rental vehicle violations, i.e. inspection sticker, as the State and/or rental company would be liable for any cost associated with these types of violations.

### 1. State-Owned Vehicles

- **a.** Travelers in state-owned automobiles who purchase needed fuel, repairs and equipment while on travel status shall make use of all fleet discount allowances and state bulk purchasing contracts where applicable. Reimbursements require a receipt for regular unleaded gasoline, or diesel when applicable. This applies for both state owned vehicles and rental vehicles, as mid-grade, super, plus or premium gasoline is typically not necessary. Each agency/department shall familiarize itself with the existence of the fuel/repair contract(s), terms and conditions as well as location of vendors.

- **b.** State-owned vehicles may be used for out-of-state travel only if permission of the department head has been given prior to departure. If a state-owned vehicle is to be used to travel to a destination more than 500 miles from its usual location, documentation that this is the most cost-effective means of travel should be readily available in the department's travel reimbursement files.

- **c.** Unauthorized persons should not be transported in state vehicles. Approval of exceptions to this policy may be made by the department head if he determines that it is official state business and the best interest of the state will be served and if the passenger (or passenger's guardian) signs hold harmless agreement form acknowledging the fact that the state assumes no liability for any loss, injury, or death resulting from said travel.

- **d.** If a state vehicle is needed/requested to be brought to the home of a state employee overnight, then the agency/traveler should ensure it is in accordance with requirements outlined in R.S. 39:361-364.

### 2. Personally Owned Vehicles

- **a.** When two or more persons travel in the same personally owned vehicle, only one charge will be allowed for the expense of the vehicle. The person claiming reimbursement shall report the names of the other passengers.
b. A mileage allowance shall be authorized for travelers approved to use personally-owned vehicles while conducting official state business. Mileage may be reimbursable on the basis of **no more than 51 cents** per mile in accordance with the following:

- For official in-state business travel
  - Employee should utilize a state vehicle when available
  - Employee may rent a vehicle from the Enterprise Rent-A-Car’s State Motor Pool Rental Contract, if state vehicle is not available and travel exceeds 100 miles; or
  - If an employee elects to use his/her personal vehicle, reimbursement may not exceed a maximum of 99 miles per round trip and/or day at **51 cents** per mile.

  Please Note that mileage is applicable for round trip (multiple days) and/or round trip (one day).

  **Example No. 1:** If someone leaves Baton Rouge, travels to New Orleans and returns that same day, they are entitled to 99 miles maximum for that day trip if they choose to drive their personal vehicle.

  **Example No. 2:** If someone leaves Baton Rouge, travels to New Orleans, and returns two days later, they are entitled to 99 miles maximum for the entire “trip” if they choose to drive their personal vehicle.

  **Example No. 3:** If someone leaves Baton Rouge, travels to New Orleans then on to Lafayette, Shreveport, Monroe and returns to the office four days later, they are entitled to 99 miles maximum for the entire “trip” if they choose to drive their personal vehicle.

c. Mileage shall be computed by one of the following options:

  1. On the basis of odometer readings from point of origin to point of return.
  2. By using a website mileage calculator or a published software package for calculating mileage such as Tripmaker, How Far Is It, Mapquest, etc. Employee is to print the page indicating mileage and attach it with his/her travel expense form.

d. An employee shall never receive any benefit from not living in his / her official domicile. In computing reimbursable mileage to an authorized travel destination from an employee’s residence outside the official domicile, the employee is always to claim the lesser of the miles from their official domicile or from their residence. If an employee is leaving on a non-work day or leaving significantly before or after work hours, the department head may determine to pay the actual mileage from the employee’s residence, not to exceed a maximum of 99 miles per round trip and/or day at **51 cents** per mile. See Examples Section C.2.b.

e. The department head or his designee may approve an authorization for routine travel for an employee who must travel in the course of performing his/her duties; this may include domicile travel if such is a regular and necessary part of the employee's duties, but not for attendance to infrequent or irregular meetings, etc. within the city limits where his/her office is located, the employee may be reimbursed for mileage only not to exceed a maximum of 99 miles per round trip and/or day at **51 cents** per mile. See Examples Section C.2.b.

f. Reimbursements will be allowed on the basis of **51 cents per mile**, not to exceed a maximum of 99 miles, per round trip and/or day, to travel between a common carrier/terminal and the employees point of departure, i.e. home, office, etc., whichever is appropriate and in the best interest of the state. See Examples Section C.2.b.

g. When the use of a privately-owned vehicle has been approved by the department head for out-of-state travel for the travelers convenience, the traveler will be reimbursed for in-route expenses on the basis of **51 cents per mile only**. The total cost of the mileage may not exceed the cost of travel by using the lesser of 1) lowest logical airfare 2) State Contract airfare obtained at least 14 days prior to the trip departure date. The reimbursement would be limited to one lowest logical airfare quote, not the number of persons traveling in the vehicle. The traveler is personally
responsible for any other expenses in-route to and from destination which is inclusive of meals and lodging. If a traveler, at the request of the department, is asked to take his/her personally owned vehicle out-of-state for a purpose that will benefit the agency, then the department head may on a case-by-case basis determine to pay a traveler for all part of in-route travel expenses. File should be justified accordingly.

h. When a traveler is required to regularly use his/her personally owned vehicle for agency activities, the agency head may request authorization from the Commissioner of Administration for a lump sum allowance for transportation or reimbursement for transportation (mileage). Request for lump sum allowance must be accompanied by a detailed account of routine travel listing exact mileage for each such route and justification why a rental vehicle is not feasible. Miscellaneous travel must be justified by at least a three-month travel history to include a complete mileage log for all travel incurred, showing all points traveled to or from and the exact mileage. Request for lump sum allowance shall be granted for periods not to exceed one fiscal year.

i. The traveler shall be required to pay all operating expenses for his/her personal vehicle including fuel, repairs, and insurance.

3. Rented Motor Vehicles (Receipts Required)

Any rental vehicle not covered in the State Motor Pool Rental and State of Louisiana Out-of-State Contracts should be bid in accordance with proper purchasing rules and regulations.

a. In-State Vehicle Rental. The State has contracted rentals based out of Louisiana through Enterprise Rent-A-Car’s State Motor Pool Rental Contract, State Corporate ID number NA1403 for business travel which applies to all State of Louisiana employees and/or authorized travelers traveling on official state business.

A Department Head/Higher Education Entity Head, or his designee, may give an approval to bypass the contract, on a case-by-case basis and/or program, group or internal division provided he/she documents the reasons and maintain this justification in the file. A request for total agency/college/university exemption may be granted by the Commissioner of Administration. Requests for exemption must be accompanied by a detailed explanation as to why the contract is not feasible. If an exemption from the program is granted by the Department Head or Commissioner of Administration as stated above, then the employee will not be required to rent a vehicle and may receive actual mileage reimbursement up to 51 cents per mile.

Members of boards and commissions are not required to utilize the State Motor Pool Rental Contract. They are, however, strongly urged to do so when a cost benefit analysis indicates potential savings to the state. Board and commission members may receive actual mileage reimbursement up to 51 cents per mile.

State contractors required to follow PPM-49 by the terms of their contracts may, but are not required to, use the State Motor Pool Rental Contract. State contractors may receive actual mileage reimbursement up to 51 cents per mile.

Although exemptions may be granted to the State Motor Pool Rental Contract, all must adhere to the current mileage reimbursement rate of no more than 51 cents per mile.

State owned vehicle or rental from Enterprise Rent-A-Car State Motor Pool Rental Contract, when state vehicle is not available, should be used by any employee and/or authorized traveler who is eligible to receive the mileage allowance who plans to travel 100 miles or more in a trip. For trips of less than 100 miles employees should utilize a state vehicle when available, may utilize their own vehicle and receive mileage reimbursement not to exceed a maximum of 99 miles per round trip and/or day at 51 cents per mile or may rent a vehicle from Enterprise Rent-A-Car’s State Motor Pool Rental Contract.
Reservations should not be made at an airport location for daily routine
travel, as this will add additional unnecessary cost to your rentals.

b. Payments for rentals made through the State Motor Pool Rental Contract may be
made using the “LaCarte” purchasing card, an employee’s corporate travel card or by direct bill
to the agency. This will be an agency decision as to the form of payment chosen. If direct bill is
chosen, agency must set up account billing information with Enterprise. An account may be
established by contacting Joseph Rosenfeld at 225-445-7250, joseph.g.rosenfeld@ehi.com.

c. **Out-of-State Vehicle Rental.** The State has contracted rental vehicles for domestic,
out-of-state travel, excluding Louisiana and international travel, utilizing the State of Louisiana’s
Out-of-State Contracts. The State of Louisiana Out-of-State participating vendors includes
Enterprise Rent-A-Car, National Car Rental and Hertz Car Rental Corporation. It is the traveler’s
discretion which rental company is utilized. All State of Louisiana employees and/or authorized
travelers are encouraged to use these contracts due to exceptional pricing which includes
CDW/million dollar liability insurance.

Members of boards and commissions are not required to utilize the State of Louisiana
Out-of-State Contracts. They are, however, strongly urged to do so when a cost benefit analysis
indicates potential savings to the state. Board and commission members may receive actual
mileage reimbursement up to 51 cents per mile.

State contractors required to follow PPM-49 by the terms of their contracts may, but are
not required to, use the State of Louisiana Out-of-State Contract. State contractors may receive
actual mileage reimbursement up to 51 cents per mile.

d. Payments for rentals made through the State of Louisiana Out-of-State Contracts may
be made using the “LaCarte” purchasing card, an employee’s corporate travel card or by direct bill
to the agency. This will be an agency decision as to the form of payment chosen. If direct bill is
chosen for Enterprise and National, you may contact Joseph Rosenfeld at 225-445-7250,
joseph.g.rosenfeld@ehi.com. If direct bill is chosen for Hertz, you may contact Tami Vetter at
225-303-5973, tvetter@hertz.com.

e. **Approvals.** Written approval of the Department Head or his designee prior to departure is
required for the rental of vehicles, however, if your agency chooses, approval may be handled on an
annual basis if duties require frequent rentals. Additional/Special approval is required, from the
Department Head or his/her designee, for rental of any vehicle above the “full size” category.

f. **Vehicle Rental Size.** Only the cost of a compact or intermediate model is reimbursable,
unless 1) non-availability is documented, or 2) the vehicle will be used to transport more than
two persons. When a larger vehicle is an option as stated in 1) or 2) above, the upgraded vehicle
shall be the next smallest size and lowest price necessary to accommodate the number of persons
traveling.

A Department Head or his/her designee may, on a case-by-case basis, authorize a larger sized
vehicle provided detailed justification is made in the employee’s file. Such justification could
include, but is not limited to, specific medical requirements when supported by a doctor’s
recommendation.

g. **Personal Rental.** Personal use of a rental vehicle during a rental for official state
business is not allowed.

h. **Gasoline (Receipts Required).** Reimbursements require a receipt for regular unleaded
gasoline, or diesel when applicable. This applies for both state owned vehicles and rental vehicles, as
mid-grade, super, plus or premium gasoline is typically not necessary.

An employee should purchase gasoline with the State’s Fuel Card or other approved credit
card at reasonable cost from a local gasoline station prior to returning the rental. Pre-paid Fuel
Options are only to be allowed with prior approval from the Department Head, when the traveler can document that the pre-purchased amount was necessary and that the amount charged by the rental company is reasonable in relation to local gasoline cost.

i. **Insurance for Vehicle Rentals Within the 50 United States**: Insurance billed by car rental companies is not reimbursable. All insurance coverage for rental vehicles, other than Enterprise’s Rent-A-Car’s State Motor Pool Rental and State of Louisiana Out-of-State Contracts, is provided by the Office of Risk Management. Should a collision occur while on official state business, the accident should immediately be reported to the Office of Risk Management, and rental company.

Any damage involving a third party must be reported to appropriate law enforcement entity to have a police report generated.

CDW/ Damage Waiver Insurance and $1 Million Liability Protection Coverage is included in the State Motor Pool Rental and State of Louisiana Out-of-State Contract price through all companies.

Note: Lost keys for rental vehicles are not covered under the damage waiver policy and are very costly. The agency should establish an internal procedure regarding liability of these costs.

**NO OTHER INSURANCE WILL BE REIMBURSED WHEN RENTING, EXCEPT WHEN RENTING OUTSIDE THE 50 UNITED STATES, SEE SECTION 1504.C.3.j**

There should be no other charges added to the base price, unless the traveler reserves the vehicle at an airport location (which is NOT recommended for daily routine travel). Reimbursable amounts would then be submitted at the end of the trip on a travel expense form.

j. **Insurance for Vehicles Rentals Outside the 50 United States (Receipts Required)** The Office of Risk Management (ORM) recommends that the appropriate insurance (liability and physical damage) provided through the car rental company be purchased when the traveler is renting a vehicle outside the 50 United States. With the approval of the department head required insurance costs may be reimbursed for travel outside the 50 United States only.

1. The following are insurance packages available by rental vehicle companies which are reimbursable:

   a.) Collision Damage Waiver (CDW) – should a collision occur while on official state business, the cost of the deductible should be paid by the traveler and a reimbursement claimed on a travel expense voucher. The accident should also be reported to the Office of Risk Management.

   b.) Loss Damage Waiver (LDW)

   c.) Auto tow Protection (ATP) *approval of Department Head

   d.) Supplementary Liability Insurance (SLI) * if required by the rental company.

   e.) Theft and/or Super Theft Protection (coverage of contents lost during a theft or fire), *if required by the car rental company

   f.) Vehicle coverage for attempted theft or partial damage due to fire, *if required by the car rental company

2. The following are some of the insurance packages available by rental vehicle companies that are not reimbursable:

   a.) Personal Accident Insurance (PAC)

   b.) Emergency Sickness Protection (ESP)

k. **Navigation Equipment (GPS System)**, rented not purchased, may only be reimbursed if an employee justifies the need for such equipment and with prior approval of the Department Head or his designee.
D. Public Ground Transportation

The cost of public ground transportation such as buses, subways, airport shuttle/limousines, and taxis are reimbursable when the expenses are incurred as part of approved state travel. Airport Shuttle/limousines and taxi reimbursements, including tip, requires a receipt to account for total daily amount claimed. A driver’s tip for shuttles/limousines and taxis may be given and must not exceed 15% of total charge. Amount of tip must be included on receipt received from driver/company. All other forms of public ground transportation are limited to $15 per day without a receipt, claims in excess of $15 per day requires a receipt. At the agency’s discretion, the department head may implement an agency wide policy requiring receipts for all public transportation request less than $15 per day.

To assist agencies with verification of taxi fares, you may contact the taxi company for an estimate or visit sites such as taxifarefinder.com. An employee should always get approval, prior to a trip, if multiple taxis will be used; as it may be in the agency’s best interest to rent a vehicle versus reimbursement of multiple taxi expenses.

S1505 State Issued Travel Credit Cards / CBA Accounts

A. Use. The State Travel Office contracts for an official state corporate travel card to form one source of payment for travel. If a supervisor recommends an employee be issued a state travel card, the employee should complete an application through their agency travel program administrator.

1. An employee’s corporate travel card or agency CBA (Controlled Billed Accounts) must be used to purchase state contract airfare. This is a mandatory requirement by the airlines in order to continue to receive discounted, non-penalty state contract airline tickets.

2. An employee’s corporate travel card may also be used to purchase lowest logical airfare tickets and other travel related expenses such as food and lodging, but it is not mandatory.

3. The employee’s corporate travel card is for official state travel business purposes only. Personal use on the state travel card may result in disciplinary action.

B. Liability

1. The corporate travel card is the liability of the employee and not the State. Each monthly statement balance is due in full to the card-issuing bank. Travel card accounts that become delinquent are subject to being suspended or revoked. Once an account is revoked, it will not be reinstated. The State will have no tolerance to assist those employees who abuse their travel card privileges. Employees with delinquent payment may have their travel privileges revoked and/or subject to other disciplinary action.

2. The Department/Agency is responsible for cancellation of Corporate Travel Cards for those employees terminating/retiring state service.

3. The Department/Agency’s Travel Program Administrator is responsible for completing a Maintenance Form to transfer an employee from one state agency to another. The employee may keep the same account number, but the change of the new agency name must be reported to the bank.

S1506 Lodging and Meals

A. Eligibility

1. Official Domicile/Temporary Assignment - Travelers are eligible to receive reimbursement for travel only when away from "official domicile" or on temporary assignment unless exception is granted in accordance with these regulations. Temporary assignment will be deemed to have ceased after a period of thirty consecutive calendar days, and after such period the place of assignment shall be deemed to be his/her official domicile. He/she shall not be allowed travel and subsistence unless permission to extend the thirty day period has been previously secured from the Commissioner of Administration.

2. Extended Stays – For travel assignments approved by the Commissioner of Administration involving duty for extended periods (31 or more consecutive days) at a fixed location, the reimbursement rates indicated should be adjusted downward whenever possible. Claims for meals and lodging may be reported on a per diem basis supported by lodging receipt. Care should be exercised to prevent allowing
rates in excess of those required to meet the necessary authorized subsistence expenses. It is the responsibility of each agency head to authorize only such travel allowances as are justified by the circumstances affecting the travel.

3. **Single Day Travel:** Meals are not eligible for reimbursements on single day travel. This means that when an authorized traveler of the State is in travel status where no overnight stay is required, no meals are eligible for reimbursement. Each Department Head or their designees are to determine the reasonableness of when an overnight stay is justified.

However, the Department Head will be allowed to authorize Single Day Meal reimbursements on a case-by-case basis or by type(s) of single day travel when it is determined to be in the best interest of the department. In those cases the department must keep the approvals in the travel file and **must be responsible** to take appropriate steps to report the reimbursement as wages to the employee.

If a Department Head or his/her designee determines that Single Day Meals will be provided for, they must adhere the following allowances:

To receive any meal reimbursement on single day travel, an employee must be in travel status for a minimum of 12 hours

**The maximum allowance for meal reimbursement for single day travel will be $33.00**
   a. **Breakfast & Lunch:** ($20.00) The 12 hours travel duration must begin at or before 6a.m.
   b. **Lunch:** ($12.00) Requires 12 hours duration in travel status.
   c. **Lunch & Dinner:** ($33.00) The 12 hour travel duration must end at or after 8 p.m.

4. **Travel with Over Night Stay:** (minimum of 12 hours in travel status) Travelers may be reimbursed for meals according to the following schedule.
   a. **Breakfast:** When travel begins at/or before 6 a.m. on the first day of travel or extends at or beyond 9 a.m. on the last day of travel, and for any intervening days.
   b. **Lunch:** When travel begins at/or before 10 a.m. on the first day of travel or extends at or beyond 2 p.m. on the last day of travel, and for any intervening days.
   c. **Dinner:** When travel begins at/or before 4 p.m. on the first day of travel or extends at or beyond 8p.m. on the last day of travel, and for any intervening days.

5. **Alcohol** - reimbursement for alcohol is prohibited.

**B. Exceptions**

1. **Routine Lodging Overage Allowances** – (Receipts required) Department Head or his/her designee has the authority to approve actual costs for routine lodging provisions on a case by case basis, not to exceed **fifty percent** over PPM49 current listed rates. Justification must be maintained in the file to show that attempts were made with hotels in the area to receive the state/best rate. In areas where the Governor has declared an emergency, a Department Head or his/her designee will have the authority to approve actual routine lodging provisions on a case by case basis not to exceed **seventy-five percent** over PPM-49 current listed rates.

   Each case must be fully documented as to necessity (e.g. proximity to meeting place) and cost effectiveness of alternative options. Documentation must be readily available in department’s travel reimbursement files.

2. **Actual Expenses for State Officers** – (Itemized receipts or other supporting documents are required for each item claimed). State officers and others so authorized by statute (See Definition under State Officer) or individual exception will be reimbursed on an actual expense basis, for meals and lodging except in cases where other provisions for reimbursement have been made by statute. Request shall not be extravagant and will be reasonable in relation to the purpose of travel. State officers entitled to actual expense reimbursements are only exempt from meals and lodging rates; they are subject to the time frames and all other requirements as listed in the travel regulations.

**C. Meals and Lodging Allowances**

1. **Meal Allowance - Includes Tax and Tips.** Receipts are not required for routine meals within these allowances. Number of meals claimed must be shown on travel voucher. For
meal rates, the inclusion of suburbs (see definition of suburb) shall be determined by the department head on a case-by-case basis. See tier pricing below. Partial meals such as continental breakfast or airline meals are not considered meals. If meals of state officials receiving actual expenses exceed these allowances, itemized receipts are required. See Section 1506.B.2

2. Meals with relatives or friends may not be reimbursed unless the host can substantiate costs for providing for the traveler. The reimbursement amount will not automatically be the meal cost for that area, but rather the actual cost of the meal. i.e. The host would have to show proof of the cost of extra food, etc. Cost shall never exceed the allowed meal rate listed for that area.

3. Routine Lodging Allowance – Employees will be reimbursed lodging rate, plus tax and any mandatory surcharge. (Receipts are required) For lodging rates, the inclusion of suburbs (see definition of Suburb) shall be determined by the department head on a case-by-case basis. Employees should always attempt to use the tax exempt form located on the State Travel Office website [http://www.doa.louisiana.gov/osp/travel/forms/hoteltaxexemption.pdf](http://www.doa.louisiana.gov/osp/travel/forms/hoteltaxexemption.pdf) when traveling in-state on official state business. When two or more employees on official state business share a lodging room, the State will reimburse the actual cost of the room; subject to a maximum amount allowed for an individual traveler times the number of employees.

4. Lodging with relatives or friends may not be reimbursed unless the host can substantiate costs for accommodating the traveler. The amount will not automatically be the lodging cost for that area, but rather the actual cost of accommodations. i.e. The host would have to show proof of the cost of extra water, electricity, etc. Cost shall never exceed the allowed routine lodging rate listed for that area.

Department head or his/her designee’s approval must be provided to allow lodging expenses to be direct billed to an agency.

5. Conference Lodging Allowance - Employees will be reimbursed lodging rate, plus tax and any mandatory surcharge. (Receipts are required) Department Head or his/her designee has the authority to approve the actual cost of conference lodging, for a single occupancy standard room, when the traveler is staying at the designated conference hotel. If there are multiple designated conference hotels, the lower cost designated conference hotel should be utilized, if available. In the event the designated conference hotel(s) have no room availability, a Department Head may approve to pay actual hotel cost not to exceed the conference lodging rates for other hotels located near the conference hotel. This allowance does not include Agency Hosted Conference Lodging Allowances; See Section 1510 for these allowances.

6. No reimbursements are allowed for functions not relating to a conference, i.e. tours, dances, golf tournaments, etc.

**TIER I**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Breakfast</strong></td>
<td><strong>$8</strong></td>
</tr>
<tr>
<td><strong>Lunch</strong></td>
<td><strong>$12</strong></td>
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<tr>
<td><strong>Dinner</strong></td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$41</strong></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Lodging Area</th>
<th>Routine Lodging</th>
</tr>
</thead>
<tbody>
<tr>
<td>In-State Cities (except as listed)</td>
<td><strong>$77</strong></td>
</tr>
<tr>
<td>Baton Rouge – EBR</td>
<td><strong>$96</strong></td>
</tr>
<tr>
<td>Covington/Slidell – St. Tammany</td>
<td><strong>$88</strong></td>
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<td>Lake Charles – Calcasieu</td>
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<tr>
<td>Lafayette</td>
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### TIER II

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<td>Breakfast</td>
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<tr>
<td>Lunch</td>
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<td>Dinner</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$52</strong></td>
</tr>
</tbody>
</table>

**Lodging Area**

- New Orleans – Orleans, St. Bernard, Jefferson and Plaquemines Parishes (July 1 – Sept. 30) **$98**
- New Orleans – Orleans, St. Bernard, Jefferson and Plaquemines Parishes (Oct. 1 – June 30) **$131**
- Out-of-State (Except Cities listed in Tier III & IV) **$85**

### TIER III

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$12</td>
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<tr>
<td>Lunch</td>
<td>$17</td>
</tr>
<tr>
<td>Dinner</td>
<td>$28</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$57</strong></td>
</tr>
</tbody>
</table>

**Lodging Area**

- Austin, TX; Atlanta, GA; Cleveland, OH; Dallas/Fort Worth, TX.
- Denver, CO; Detroit, MI; Ft. Lauderdale, FL; Hartford, CT; Houston, TX; Kansas City, MO; Las Vegas, NV; Los Angeles, CA; Miami, Fl; Minneapolis/St. Paul, MN; Nashville, TN; Oakland, CA; Orlando, FL; Philadelphia, PA.
- Phoenix, AZ, Pittsburgh, PA; Portland, OR; Sacramento, CA; San Antonio, TX; San Diego, CA; St. Louis, MO; Tampa, FL; Wilmington, DE; all of Alaska and Hawaii; Puerto Rico; Virgin Island; American Samoa; Guam

### TIER IV

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Breakfast</td>
<td>$13</td>
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<tr>
<td>Lunch</td>
<td>$19</td>
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<tr>
<td>Dinner</td>
<td>$33</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$65</strong></td>
</tr>
</tbody>
</table>

**Lodging Area**

- Baltimore, MD; San Francisco, CA; Seattle, WA; Boston, MA; and International Cities

- Alexandria, VA; Arlington, VA; New York City, NY; Washington, DC

- Chicago, IL; Boston, MA; and International Cities
S1507 Parking and Related Parking Expenses
A. Parking at the Baton Rouge Airport – the state’s current contract rate is $3.50 per day (no receipts required) for parking in the indoor parking garage as well as the outside fenced parking lot at the airport. Documentation required to receive the contract price is either a State ID or travel itinerary, issued by the state contracted travel agency designating the employee is on “official state business”. At the agency discretion an employee may be paid actual expenses up to $5.00 per day with a receipt.
B. Parking at the New Orleans Airport – the state’s current contract rate is $6.00 per day and $36.00 weekly at Park ‘N Fly (no receipts required). In order to be tax exempt employee must complete the tax exemption form and a copy of your travel authorization or a letter on your agency letter head, stating you are on official state business. At the agency discretion an employee may be paid actual expenses up to $8.00 per day with a receipt.
C. Travelers using motor vehicles on official state business will be reimbursed for reasonable storage fees, for all other parking, including airport parking except as listed in A and B above, ferry fares, and road and bridge tolls. For each transaction over $5, a receipt is required.
D. Tips for valet parking not to exceed $2 per day.

S1508. Reimbursement for Other Expenses (These charges are while in travel status only)
The following expenses incidental to travel may be reimbursed:
A. Communications Expenses:
   1. For official state business – all business communication costs may be reimbursed, receipts required.
   2. For domestic overnight travel - up to $3 in personal calls upon arrival at each destination and up to $3 for personal calls every second night after the first night if the travel extends several days.
   3. For international travel – up to $10 in personal calls upon arrival at each destination and up to $10 for personal calls every second night after the first night if the travel extends several days.
   4. Internet access charges for official state business from hotels or other travel locations are treated the same as business telephone charges. A department may implement a stricter policy for reimbursement of Internet charges. (Receipts required)
B. Charges for storage and handling of state equipment. (Receipts required)
C. Baggage Tips:
   1. Hotel Allowances - Not to exceed $3 tip per hotel check-in and $3 tip per hotel checkout, if applicable.
   2. Airport Allowances - Not to exceed $3 tip for airport outbound departure trip and $3 tip for inbound departure trip.
D. Luggage Allowances – (Receipt Required) A Department Head or his designee may approve reimbursement to a traveler for airline charges for first checked bag for a business trip of 5 days or less and for a second checked bag for a 6 – 10 day business trip and/or any additional baggage which is business related and required by the department. The traveler must present a receipt to substantiate these charges. Travelers will be reimbursed for excess baggage charges (overweight baggage) only in the following circumstances:
   - When traveling with heavy or bulky materials or equipment necessary for business.
   - The excess baggage consists of organization records or property.
Note: Traveler should always consider shipping material to final destination or splitting material into additional pieces of luggage to avoid the excess baggage charges in order to save their agency costs.
E. Registration fees at conferences (meals that are a designated integral part of the conference may be reimbursed on an actual expense basis with prior approval by the department head).
F. Laundry services - employees on travel for more than seven days may be reimbursed, with department head or his/her designee approval, up to actual, but reasonable, costs incurred. Receipts are required for reimbursement.
S1509. Special Meals
A. Reimbursement designed for those occasions when, as a matter of extraordinary courtesy or necessity, it is appropriate and in the best interest of the state to use public funds for provision of a meal to a person who is not otherwise eligible for such reimbursement and where reimbursement is not available from another source. Requests should be within reason and may include tax and tips. Itemized receipts are required.

1. Visiting dignitaries or executive-level persons from other governmental units, and persons providing identified gratuity services to the state. This explicitly does not include normal visits, meetings, reviews, etc, by federal or local representatives.

2. Extraordinary situations are when state employees are required by their supervisor to work more than a twelve-hour weekday or six-hours on a weekend (when such are not normal working hours to meet crucial deadlines or to handle emergencies).

B. All special meals must have prior approval from the Commissioner of Administration or, for Higher Education, the entity head or his designee in order to be reimbursed, unless specific authority for approval has been delegated to a department head for a period not to exceed one fiscal year with the exception in C, as follows.

C. A department head may authorize a special meal within allowable rates listed under Meals – Tier 1, to be served in conjunction with a working meeting of departmental staff.

D. In such cases, the department will report on a semi-annual basis to the Commissioner of Administration all special meal reimbursements made during the previous six months. For Higher Education, these reports should be sent to the respective Institution of Higher Education management board. These reports must include, for each special meal, the name and title of the person receiving reimbursement, the name and title of each recipient, the cost of each meal and an explanation as to why the meal was in the best interest of the state. Renewal of such delegation will depend upon a review of all special meals authorized and paid during the period. Request to the Commissioner for special meal authorization must include, under signature of the department head:

1. name and position/title of the state officer or employee requesting authority to incur expenses and assuming responsibility for such;
2. clear justification of the necessity and appropriateness of the request.
3. names, official titles or affiliations of all persons for whom reimbursement of meal expenses is being requested;
4. statement that allowances for meal reimbursement according to these regulations will be followed unless specific approval is received from the Commissioner of Administration to exceed this reimbursement limitation.

a. All of the following must be reviewed and approved by the department head or their designee prior to reimbursement:
   i. detailed breakdown of all expenses incurred, with appropriate receipts(s);
   ii. subtraction of cost of any alcoholic beverages.
   iii. copy of prior written approval from the Commissioner of Administration or, for Higher Education, the entity head or his designee

S1510. Agency Hosted Conferences:
A. State sponsored Conferences: An agency must solicit three (3) competitive quotes in accordance with the Governor’s Executive Order for Small Purchase.

B. Conference Lunch Allowance: Lunch direct billed to an agency in conjunction with an in-state sponsored conference is to be within the following rates plus mandated gratuity.

<table>
<thead>
<tr>
<th>Meal Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lunch In-State excluding New Orleans</td>
<td>$20</td>
</tr>
<tr>
<td>Lunch – New Orleans</td>
<td>$25</td>
</tr>
</tbody>
</table>

Any other meals such as breakfast and dinner require special approval in accordance with PPM49 Section 1509. “Special Meals” and must have prior approval from the Commissioner of Administration or, for Higher Education, the entity head or his designee.
C. Conference Refreshment Allowance: Cost for break allowances for meeting, conference or convention are to be within the following rates:
   Refreshments shall not exceed $4.50 per person, per morning and/or afternoon sessions. A mandated gratuity may be added if refreshments are being catered.
D. Conference Lodging Allowances: Lodging rates may not exceed twenty dollars above the current listed routine lodging rates listed for the area in which the conference is being held.

S1511. INTERNATIONAL TRAVEL
A. International travel must be approved by the Commissioner of Administration or, for Higher Education, the entity head or his designee prior to departure, unless specific authority for approval has been delegated to a department head. Requests for approval must be accompanied by a detailed account of expected expenditures (such as room rate/date, meals, local transportation, etc.), and an assessment of the adequacy of this source to meet such expenditures without curtailing subsequent travel plans.
B. International travelers will be reimbursed the Tier IV area rates for meals and lodging, unless U.S. State Department rates are requested and authorized by the Commissioner of Administration or, for Higher Education, the entity head or his designee, prior to departure. Itemized receipts are required for reimbursement of meals and lodging claimed at the U.S. State Department rates. http://aoprals.state.gov/web920/per_diem.asp
C. It is the agency’s decision, if justification is given, to allow state employees to be reimbursed for a VISA and/or Immunizations when the traveler is traveling on behalf of the agency/university on official state business. However, it is not considered best practice for the State to reimburse for a Passport, therefore, Passport reimbursements must be submitted to the Department Head for approval along with detailed justification as to why this reimbursement is being requested/approved.

S1512. WAIVERS
The Commissioner of Administration may waive in writing any provision in these regulations when the best interest of the state will be served.
### BASE RENTAL PRICES - RECEIPTS REQUIRED

**STATE MOTOR POOL IN-STATE RENTAL CONTRACT**

(All Rates Incl. CDW/Damage Waiver and 1 Million Liability Coverage Insurance)

<table>
<thead>
<tr>
<th>VEHICLE CLASS</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compact</td>
<td>$32</td>
<td>$176</td>
<td>$640</td>
</tr>
<tr>
<td>Mid-Size/Intermediate</td>
<td>$34</td>
<td>$187</td>
<td>$680</td>
</tr>
<tr>
<td>Standard Size</td>
<td>$36</td>
<td>$198</td>
<td>$720</td>
</tr>
<tr>
<td>Full Size</td>
<td>$38</td>
<td>$209</td>
<td>$760</td>
</tr>
<tr>
<td>Premium</td>
<td>$46</td>
<td>$253</td>
<td>$920</td>
</tr>
<tr>
<td>Mini-Van</td>
<td>$54</td>
<td>$297</td>
<td>$1,080</td>
</tr>
<tr>
<td>Medium SUV</td>
<td>$55</td>
<td>$303</td>
<td>$1,100</td>
</tr>
<tr>
<td>Large SUV</td>
<td>$90</td>
<td>$495</td>
<td>$1,800</td>
</tr>
<tr>
<td>Large Truck</td>
<td>$51</td>
<td>$281</td>
<td>$1,020</td>
</tr>
<tr>
<td>Cargo Van/Truck</td>
<td>$51</td>
<td>$281</td>
<td>$1,020</td>
</tr>
<tr>
<td>15 Passenger Vans</td>
<td>$90</td>
<td>$495</td>
<td>$1,800</td>
</tr>
<tr>
<td>Hybrid Standard</td>
<td>$48</td>
<td>$264</td>
<td>$960</td>
</tr>
</tbody>
</table>

Weekly rates will be calculated at five and a half (5.5) times the daily rate; monthly rates will be calculated at twenty (20) times the daily rate. Half day rates of 4 hours or less are available at 75% of the daily charge. No hourly/half day charges shall ever exceed the daily rate listed above.

Base Rental Charges apply to Enterprise locations in the following geographic area: Louisiana

Rental Location Surcharges: In addition to the applicable Base Rental Charges set forth above, rental location surcharges are assessed as follows: New Orleans Airport - Consolidated Facility Charge of $6.20/day, Airport Access Fee of 11.11%; Baton Rouge Airport - Consolidated Facility Charge of $3.75/day, Airport Access Fee of 11.11%; Lafayette Airport - Airport Access Fee of 11.11%; Lake Charles Airport - Consolidated Facility Charge of $3.00/day, Airport Access Fee of 11.1%; Shreveport Airport - Airport Access Fee of 12%.

Enterprise will provide the following:
- Pickup, free of charge, from a business or home with advanced notice.
- Free upgrade if allowed/needed size vehicle is unavailable
- No charges for additional drivers
- 24/7 Roadside Services
- Rates include unlimited mileage for all rentals based out of Louisiana
- In the event that the State traveler has need for the vehicle before Enterprise's normal hours of operation, Enterprise will start rental charges at 7:30 A.M. the morning in which the rental is needed with pickup before the close of business the night prior.
- Overtime grace period of 59 minutes
- Rate ¼ daily rate – up to daily rate for each hour over rental time in contract
- No Drop off charges for rentals in Louisiana that commence in Louisiana.
- Allowance of age 18 or older to drive rental vehicles, with valid driver's license, and age 25 or older to drive a 12 and 15 passenger van when meeting Enterprises other normal renter qualifications. 18-20 year old renters will be limited to Intermediate size vehicles and below and be assessed a $5.00/day surcharge.

**ACCOUNT NUMBER: NA1403**

**RESERVATIONS (24/7):**
1-800-RENT-A-CAR
OR
ENTERPRISE.COM

**Local Account Manager:** Joey Rosenfeld

504-779-3326 – Direct Number
225-445-7250 – Cell Phone
866-346-1572 – fax
VEHICLE CLASS  

<table>
<thead>
<tr>
<th></th>
<th>Daily</th>
<th>Weekly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compact</td>
<td>$30.09*</td>
<td>$150.43*</td>
</tr>
<tr>
<td>Standard/Intermediate</td>
<td>$31.71*</td>
<td>$158.53*</td>
</tr>
<tr>
<td>Full Size</td>
<td>$34.41*</td>
<td>$172.04*</td>
</tr>
<tr>
<td>Small SUV</td>
<td>$50.60*</td>
<td>$253.00*</td>
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<tr>
<td>Large SUV</td>
<td>$79.95*</td>
<td>$399.74*</td>
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<tr>
<td>Small Pick-Up</td>
<td>$45.54*</td>
<td>$227.70*</td>
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<tr>
<td>Large Pick-Up</td>
<td>$49.59*</td>
<td>$247.94*</td>
</tr>
<tr>
<td>Mini-Van</td>
<td>$49.59*</td>
<td>$247.94*</td>
</tr>
<tr>
<td>12 Passenger Vans</td>
<td>$95.13*</td>
<td>$475.64*</td>
</tr>
<tr>
<td>Hybrid/Alternative Van</td>
<td>$45.54*</td>
<td>$227.70*</td>
</tr>
</tbody>
</table>

Base Rental Charges apply to Enterprise/National locations in the following geographic area: All Domestic Out-of-State of Louisiana Rentals. (This contract does not cover State of Louisiana and/or International destinations)

*In addition to the applicable Base Rental Charges set forth above, rental location surcharges are assessed as listed on following page.

Enterprise/National will provide the following:

- CDW/Damage Waiver Insurance along with $1 Million Liability Protection Coverage (Domestic Travel only)
- Free upgrade if allowed/needed size vehicle is unavailable
- Accepts p-card and travel card, direct monthly billing and/or individual credit card payments.
- No charges for additional drivers
- No Blackout Dates
- 24/7 Roadside Services – For Lockout/Fuel Assistance - $61.00 Maximum Cap Charge – Not Reimbursable
- Rates include unlimited mileage for all roundtrip rentals
- Free shuttle service
- No Drop off charges for rentals for one way rentals of 500 miles or less
- Allowance of age 18 or older to drive rental vehicles, with valid driver’s license.
- Smoking Damage Fee – Actual Cost – Not Reimbursable
- One Way Differential Fee - $65.65 per rental for all 1 way rentals over 500 miles

ACCOUNT NUMBER: NA1403

RESERVATIONS (24/7): 1-800-RENT-A-CAR
OR ENTERPRISE.COM

Local Account Manager: Joey Rosenfeld
504-779-3326 – Direct Number
225-445-7250 – Cell Phone
866-346-1572 – fax
### National/Enterprise City or State Surcharge or differential rates:

<table>
<thead>
<tr>
<th>CITY</th>
<th>DAILY DIFFERENTIAL OR SURCHARGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AK</td>
<td>$10.00</td>
</tr>
<tr>
<td>Anchorage, AK</td>
<td>$10.00</td>
</tr>
<tr>
<td>Juneau, AK</td>
<td>$10.00</td>
</tr>
<tr>
<td>CA</td>
<td>$6.00</td>
</tr>
<tr>
<td>San Diego Metro</td>
<td>$6.00</td>
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<tr>
<td>San Francisco Metro</td>
<td>$6.00</td>
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<tr>
<td>Oakland Metro</td>
<td>$6.00</td>
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<tr>
<td>Sacramento Metro</td>
<td>$6.00</td>
</tr>
<tr>
<td>Riverside Metro</td>
<td>$6.00</td>
</tr>
<tr>
<td>San Bernardino Metro</td>
<td>$6.00</td>
</tr>
<tr>
<td>TX</td>
<td>$6.00</td>
</tr>
<tr>
<td>Midland Metro</td>
<td>$6.00</td>
</tr>
<tr>
<td>Lubbock Metro</td>
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<td>AY</td>
<td>$6.00</td>
</tr>
<tr>
<td>College Station Metro</td>
<td>$6.00</td>
</tr>
<tr>
<td>Houston Metro</td>
<td>$6.00</td>
</tr>
<tr>
<td>Dallas/Ft Worth Metro</td>
<td>$6.00</td>
</tr>
<tr>
<td>San Antonio Metro</td>
<td>$6.00</td>
</tr>
<tr>
<td>Brownsville/Corpus Christi</td>
<td>$6.00</td>
</tr>
<tr>
<td>NY</td>
<td>$23.00</td>
</tr>
<tr>
<td>New York City Metro</td>
<td>$23.00</td>
</tr>
<tr>
<td>Albany Metro</td>
<td>$7.00</td>
</tr>
<tr>
<td>Long Island Metro</td>
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<tr>
<td>Westchester Metro</td>
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<td>Newark Metro</td>
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<tr>
<td>VT</td>
<td>$7.00</td>
</tr>
<tr>
<td>Burlington Metro</td>
<td>$7.00</td>
</tr>
</tbody>
</table>

The Following National Locations may have a seasonal daily surcharge from $2.00 to up to $6.00 per day:

<table>
<thead>
<tr>
<th>STATE</th>
<th>LOCATION DESCRIPTION</th>
<th>STATE</th>
<th>LOCATION DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>AL</td>
<td>Dothan ARPT</td>
<td>MT</td>
<td>Bozeman ARPT</td>
</tr>
<tr>
<td>AR</td>
<td>Fort Smith ARPT</td>
<td>MT</td>
<td>Kalispell ARPT</td>
</tr>
<tr>
<td>AR</td>
<td>Northwest Arkansas Reg ARPT</td>
<td>MT</td>
<td>Great Falls Int ARPT</td>
</tr>
<tr>
<td>CA</td>
<td>Eureka – Arcata Airport</td>
<td>MT</td>
<td>Helena Reg ARPT</td>
</tr>
<tr>
<td>CO</td>
<td>Vail/Eagle County/Gypsum</td>
<td>MT</td>
<td>Missoula</td>
</tr>
<tr>
<td>GA</td>
<td>Columbus Metro ARPT</td>
<td>MT</td>
<td>Missoula ARPT</td>
</tr>
<tr>
<td>GA</td>
<td>Macon ARPT</td>
<td>ND</td>
<td>Grand Forks ARPT</td>
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<td>Idaho Falls ARPT</td>
<td>ND</td>
<td>Minot ARPT</td>
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<td>Twin Falls ARPT</td>
<td>NE</td>
<td>North Platte ARPT</td>
</tr>
<tr>
<td>IL</td>
<td>Bloomington ARPT</td>
<td>PA</td>
<td>Allentown ARPT</td>
</tr>
<tr>
<td>IL</td>
<td>Champaign In town</td>
<td>PA</td>
<td>Scranton Int’l ARPT</td>
</tr>
<tr>
<td>IL</td>
<td>Campaign ARPT</td>
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<td>Erie ARPT</td>
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<td>Peoria ARPT</td>
<td>PA</td>
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<td>Rockford ARPT</td>
<td>PA</td>
<td>Tech Road</td>
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<tr>
<td>IN</td>
<td>Anderson E 53rd Street</td>
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<tr>
<td>IN</td>
<td>FWAC49 Walkup Only</td>
<td>SD</td>
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<td>SD</td>
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<td>IN</td>
<td>Terre Haute S 3rd St</td>
<td>SD</td>
<td>Sioux Falls ARPT</td>
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<td>IN</td>
<td>Lafayette In town</td>
<td>SD</td>
<td>Rapid City ARPT</td>
</tr>
<tr>
<td>KS</td>
<td>Wichita Mid-Continent ARPT</td>
<td>TX</td>
<td>Corpus Christi ARPT</td>
</tr>
<tr>
<td>LA</td>
<td>Alexandria ARPT</td>
<td>TX</td>
<td>Tyler ARPT</td>
</tr>
<tr>
<td>LA</td>
<td>Baton Rouge ARPT</td>
<td>VA</td>
<td>Roanoke Cynter</td>
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<td>LA</td>
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<td>VA</td>
<td>Roanoke Reg ARPT</td>
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<tr>
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<td>Shreveport ARPT</td>
<td>WI</td>
<td>Appleton ARPT</td>
</tr>
<tr>
<td>MI</td>
<td>Flint ARPT</td>
<td>WI</td>
<td>Mosinee ARPT</td>
</tr>
<tr>
<td>MI</td>
<td>Muskegon ARPT</td>
<td>WI</td>
<td>Green Bay ARPT</td>
</tr>
<tr>
<td>MI</td>
<td>Traverse City ARPT</td>
<td>WI</td>
<td>LaCrosse Mun ARPT</td>
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<tr>
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<td>Brainerd ARPT</td>
<td>WI</td>
<td>Rhinelander ARPT</td>
</tr>
<tr>
<td>MT</td>
<td>Billings ARPT</td>
<td>V</td>
<td>Charleston ARPT</td>
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<tr>
<td>IA</td>
<td>Sioux City ARPT</td>
<td>Y</td>
<td>Lewisburg</td>
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<td></td>
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<td></td>
<td>Jackson Hole Downtown</td>
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<td></td>
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<td>Y Jackson Hole ARPT</td>
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HERTZ RENT-A-CAR OUT-OF-STATE
DOMESTIC ONLY VEHICLE RENTALS
BASE RENTAL PRICES - RECEIPTS REQUIRED
(This contract does not include State of Louisiana or International Rentals)

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<thead>
<tr>
<th>VEHICLE CLASS</th>
<th>Daily</th>
<th>Weekly</th>
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<tbody>
<tr>
<td>Compact</td>
<td>$27.00*</td>
<td>$148.40*</td>
</tr>
<tr>
<td>Standard/Intermediate</td>
<td>$31.00*</td>
<td>$170.52*</td>
</tr>
<tr>
<td>Full Size</td>
<td>$33.00*</td>
<td>$181.51*</td>
</tr>
<tr>
<td>Small SUV</td>
<td>$59.00*</td>
<td>$324.52*</td>
</tr>
<tr>
<td>Large SUV</td>
<td>$79.00*</td>
<td>$434.49*</td>
</tr>
<tr>
<td>Small Pick-Up</td>
<td>$79.00*</td>
<td>$434.49*</td>
</tr>
<tr>
<td>Large Pick-Up</td>
<td>$99.00*</td>
<td>$544.53*</td>
</tr>
<tr>
<td>Mini-Van</td>
<td>$54.00*</td>
<td>$324.52*</td>
</tr>
<tr>
<td>12 Passenger Vans</td>
<td>$74.00*</td>
<td>$434.49*</td>
</tr>
<tr>
<td>Hybrid- Prius</td>
<td>$39.00*</td>
<td>$269.50*</td>
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<tr>
<td>Hybrid – Camry</td>
<td>$41.00</td>
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</tr>
<tr>
<td>Alternative Fuel</td>
<td>$49.00</td>
<td>$269.50</td>
</tr>
</tbody>
</table>

Base Rental Charges apply to Hertz locations in the following geographic area: All Domestic Out-of-State of Louisiana Rentals. (This contract does not cover State of Louisiana and/or International destinations)

*In addition to the applicable Base Rental Charges set forth above, rental location surcharges are assessed as listed on following page.

Hertz will provide the following:
- CDW/Damage Waiver Insurance along with $1 Million Liability Protection Coverage (Domestic Travel only)
- Free upgrade if allowed/needed size vehicle is unavailable
- Accepts p-card and travel card, direct monthly billing and/or individual credit card payments.
- No charges for additional drivers
- No Blackout Dates
- 24/7 Roadside Services
- Rates include unlimited mileage for all roundtrip rentals
- Free shuttle service
- No Drop off charges for rentals for one way rentals of 500 miles or less
- Allowance of age 18 or older to drive rental vehicles, with valid driver’s license.
- **Smoking Damage Fee of $150 – Not Reimbursable**
- **One Way Differential Fee - $125 per rental for all 1 way rentals over 500 miles**

ACCOUNT NUMBER: 70592

RESERVATIONS (24/7):
1-800-654-3131
OR
HERTZ.COM

Local Account Manager: Tami Vetter
985-809-6619 – Direct Number
225-303-5973 – Cell Phone
866-800-3643 - Fax
tvetter@hertz.com – Email
<table>
<thead>
<tr>
<th>CITY</th>
<th>DAILY DIFFERENTIAL OR SURCHARGE RATE</th>
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<tbody>
<tr>
<td>CA</td>
<td>Burbank AP $3.00</td>
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<tr>
<td></td>
<td>John Wayne AP $3.00</td>
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<td></td>
<td>Oakland AP $3.00</td>
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<td></td>
<td>San Jose AP $3.00</td>
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<tr>
<td></td>
<td>San Luis Obispo $13.00</td>
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<tr>
<td>DC</td>
<td>Washington $8.00</td>
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<td>ID</td>
<td>Idaho Falls $6.00</td>
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<tr>
<td></td>
<td>Boise $6.00</td>
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<td></td>
<td>Hailey $10.00</td>
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<tr>
<td></td>
<td>Lewiston $20.00</td>
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<td></td>
<td>Pocatello $6.00</td>
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<td></td>
<td>Sun Valley $6.00</td>
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<tr>
<td>IL</td>
<td>Chicago $8.00</td>
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<tr>
<td>MA</td>
<td>Boston $8.00</td>
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<tr>
<td>MD</td>
<td>Baltimore $8.00</td>
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<tr>
<td>MI</td>
<td>Detroit $8.00</td>
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<tr>
<td>MT</td>
<td>Missoula $6.00</td>
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<tr>
<td></td>
<td>Butte $10.00</td>
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<tr>
<td>NJ</td>
<td>Newark $19.00</td>
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<tr>
<td>NY</td>
<td>JFK, LGA, Manhattan $29.00</td>
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<tr>
<td>OR</td>
<td>Bend $10.00</td>
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<tr>
<td></td>
<td>Klamath Falls $10.00</td>
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<td></td>
<td>Medford $10.00</td>
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<td></td>
<td>Pendleton $10.00</td>
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<td></td>
<td>Redmond $10.00</td>
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<tr>
<td></td>
<td>Salem Airport $10.00 -</td>
</tr>
<tr>
<td></td>
<td>(Mini Vans, SUV’s &amp; Hybrids Only)</td>
</tr>
<tr>
<td></td>
<td>Sun River $10.00</td>
</tr>
<tr>
<td>PA</td>
<td>Philadelphia $8.00</td>
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<tr>
<td>WA</td>
<td>Pasco $10.00</td>
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<td></td>
<td>Pullman $6.00</td>
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<td>Spokane $6.00</td>
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<td>Walla Walla $10.00</td>
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<td>Wenatchee $10.00</td>
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<td></td>
<td>Yakima $10.00</td>
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</tbody>
</table>
The In-State Hotel and Motel Directory is no longer part of our Travel Guide, it is now located on our website listed above. The decision was made to only list the directory on our website to ensure that we always have current information as well as the ability to add/delete properties throughout the year.

Please note that the State Travel Office does not enter into contracts with any hotel properties.

PPM 49 does not mandate specific hotel properties where a traveler must stay. PPM 49 only states the maximum dollar allowance a traveler can be reimbursed for lodging.

The directory references a number of hotels that will offer a limited number of rooms at state rates. However, since there is no contractual agreement, these hotels do not guarantee their rate for last room availability. If the hotel property has a large occupancy for your date of travel, then your chance of obtaining a state rate decreases.

The important thing to note when making travel arrangements is to seek hotel reservations as early as possible. That will increase the opportunities to find a rate at or below state contract. Be sure and write down the reservation number as well as their cancellation policy. If travel plans have to be changed or cancelled, then you must cancel your reservation within the allowable time frame.

PLEASE SEE TIPS FOR MAKING HOTEL RESERVATIONS AND CHECKING INTO HOTELS ON THE FOLLOWING PAGE.
Use These Tips When Making Hotel Reservations And Checking Into Hotels.

- When making reservations at a hotel please ask for a State Government Rate.
- Make sure you know the cancellation policy. If you do not cancel a reservation you may be charged the first night’s stay.
- Ask for the best rate available. In some cases a local promotion may be less than your booked rate. Often a hotel will release a block of rooms being held for a meeting or convention at the last minute and a lower rate will be available.
- Be sure you know what your booked rate includes (breakfast, free local phone calls, etc.) to make sure you are getting the best rate.
- Guaranteed reservations with a credit card means that the hotel will hold the room until you arrive, no matter what time. It also means that if you don’t cancel according to the hotel’s policy, you will be charged for one night’s stay.
- The minimum time allowed for cancellation is shown on your itinerary; the time marked is the time at the hotel’s city not yours. For your convenience, the hotel address and phone number are provided on your itinerary if the hotel is booked through the travel agency.
- Confirmation numbers are proof of reservation. Provide this number to the front desk clerk.
- Don’t forget to bring a tax exempt form to avoid paying sales tax.
- Please review and initial your room rate prior to your check in.
1. AIRFARE INSTRUCTIONS:

USE OF THE STATE CONTRACTED TRAVEL AGENCY - SHORT’S TRAVEL MANAGEMENT IS MANDATORY FOR ALL AIRFARES!!

NOTE: HOWEVER, WHEN USING SHORT’S TRAVEL MANAGEMENT - YOU HAVE OPTIONS FOR THE TYPE OF AIRFARE TICKET PURCHASED.

This office strongly encourages use of lowest logical airfares, NOT state contract fares. You should ask the contracted travel agency to check for the lowest logical rates based on your personal needs as well as ask if there are other refundable airfares available.

The State always supports purchasing the "best value" ticket. Therefore, once all rates are received, the traveler must compare cost and options to determine which fare would be the “best value” for their trip. To make this determination, the traveler must ask the question: Is there a likely-hood my itinerary could change or be cancelled? Depending on the response, you must determine if the costs associated with changing a non-refundable ticket (usually around $150) would still be the best value.

Another factor to assist having the state’s contracted travel agent search the lowest fare is being able to advise the agent if you are flexible in either your dates or time of travel. By informing the contracted travel agent of your "window of time" for your departure and return will assist them to search for the best price. Travelers are to seek airfares allowing an ample amount of lead time prior to departure date. The lead-time should be at least (14) fourteen days in advance of travel dates to ensure the lowest fares are available. Generally, the earlier a ticket is purchased, provides for lower airfares.

2. THE TRANSACTION FEE FOR FISCAL YEAR 2011-2012 WILL BE $24.00, WHICH IS NOT REFUNDABLE.

3. REMEMBER: A ticket is not purchased until you confirm your reservation with a credit card! Until payment is confirmed with our travel agency, there will not be an electronic ticket issued at the airport. Please Note: When you ask the travel agent to hold a specific flight that means the seat is being held, not the price of the ticket, the price can change at any time.

Many travelers contact the travel agency to inquire about travel arrangements. If you select specific flights and dates (an itinerary) and ask the travel agent to hold that itinerary, a ticket is still not purchased. You must give specific instructions to purchase the ticket and receive a receipt which contains a ticket number to confirm that a ticket has been issued in your name.

Before purchasing an airline ticket, please confirm that your itinerary is correct, make sure that the spelling of your name on the itinerary/ticket is the same as on your driver’s license and passport, check dates, times, fares, services, etc.

IF THE STATE’S CONTRACTED TRAVEL AGENT DOES NOT OFFER YOU OPTIONS ------ ASK!
Remember, while use of the contract travel agency is mandatory; purchase of state contract airfares is not mandatory.

Contract airfares continue to increase significantly in cost and in many cases will not offer the best value for the State. This office strongly encourages use of lowest logical airfares, NOT state contract fares. You should ask the state’s contracted travel agency to check for the lowest logical rates based on your personal needs.

Once all rates are received, the traveler must compare cost and options to determine which fare would be the best value for his/her trip. To determine the best value, the traveler must ask the question: Is there a likelihood my itinerary could change or be cancelled? Depending on the response, he must determine if the costs associated with changing a non-refundable ticket (usually around $150) would still be the best value. Also, in order for the travel agent to search the lowest fares, the traveler should always advise the agent if he is flexible in either dates and/or times of travel. Again, this will help ensure the best value for your trip.

Remember, PPM49, Section 1504 B 2 (d) states The policy regarding airfare penalties is that the State will pay for the airfare and/or penalty incurred for a change in plans or cancellation when the change or cancellation is required by the State or other unavoidable situations approved by the agency’s department head.

Based on the above, this office has chosen not to post State Contract Airfares. The travel agents, however, will have the state contract rates to assist the traveler in making the best value decision. For situations which call for state contract rate comparisons for reimbursements, the traveler should use lowest logical rate.
This issue of the Louisiana State Travel Guide was published at a total cost of $75.00. 100 copies of this document were published. This document was published by the Division of Administration, Office of State Travel, Post Office Box 94095, Baton Rouge, Louisiana 70804-9095 to improve procurement procedures and to maintain communications between the agencies and the DOA, by special permission of the DOA. This material was printed in accordance with standards for printing by State Agencies established pursuant to R.S. 43:31.
CERTIFICATION OF PROFESSIONAL ACCOUNTING SERVICES

The undersigned certifies that:

The services of a certified public accountant or accountants shown below have been secured to handle the independent audit for the contractor.

This certification is a material representation of face upon which reliance was placed when this transaction was made or entered into.

Should any change in Accounting Services occur, you must notify Elderly Protective Services within ten (10) working days of such change.

Contractors Name: ________________________________________________

_______________________________________                _________
Signature of Authorized Representative     Date

This section is to be completed by the Accounting Agency/Accountant

Name and Title: ________________________________

Address: ___________________________________________________________

Telephone Number: (   ) _________________________

Description of qualifications and/or experience in auditing:

Signature: ____________________________________
ASSURANCES

The program/agency assures and certifies the following upon receipt of State Funds through the Governor’s Office of Elderly Affairs.

1. These funds will not be used as direct payment to any victim or dependent of a victim of abuse, neglect, exploitation, and/or extortion.

2. No income eligibility standard will be imposed on individuals needing assistance or services supported with these funds.

3. All policies and procedures established by law and the Governor’s Office of Elderly Affairs/Elderly Protective Services will be adhered to.

4. Procedures established to assure the confidentiality of records pertaining to victims of abuse, neglect, exploitation, and/or extortion will be adhered to.

5. All program/agency shall have staffing provision and personnel policies which assure that employment practices will be executed without discrimination on the basis of age, handicap, sex, race, color, national origin, religion, or on the basis of sexual orientation.

Authorized Agency Representative

____________________________

Date
EXHIBIT A

1. IDENTIFYING INFORMATION

Legal Name of Agency (as shown on Articles of Incorporation)

__________________________________________________________________________

Mailing Address, Zip: ______________________________________________________

Street Address, Zip (if different) ____________________________________________

Phone Number: __________________________________________

Contact Person: __________________________________________

Contact Person Title: __________________________________________

Agency Representative Authorized to Sign Contracts:

__________________________________________

Agency Representative’s Title: __________________________________________

2. Total Amount of State General Funds Requested: _____________________________

List Service Area (Parishes to be served)

__________________________________________________________________________

3. This proposal is submitted by: (Signature in Black Ink)

Signature ___________________________ Date __________

__________________________________________

Title

Signature must be the same as the agency representative authorized to sign the State Contract.
EXHIBIT B

NARRATIVE PROPOSAL

This exhibit should sketch the Narrative Proposal as outlined in the instructions. Use as many sheets necessary.
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<th>STATE FUNDS</th>
<th>LOCAL OR OTHER FUNDS</th>
<th>TOTAL BUDGET</th>
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<td>PERSONNEL – FRINGE</td>
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<tr>
<td>PERSONNEL – TRAVEL</td>
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<tr>
<td>OPERATING EXPENSES</td>
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<tr>
<td>OPERATING SUPPLIES</td>
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<tr>
<td>CAPITAL OUTLAY (EQUIPMENT)</td>
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<tr>
<td>OTHER EXPENSES</td>
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<td>TOTAL</td>
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OFFICE OF ELDERLY AFFAIRS/ELDERLY PROTECTIVE SERVICES  
P.O. Box 61, Baton Rouge, LA 70821-0061  
For the provision of Elderly Protective Services

<table>
<thead>
<tr>
<th>STAFF POSITION</th>
<th>FULL PART-TIME (F/PT)</th>
<th>JOB TITLE</th>
<th>ANNUAL SALARY</th>
<th>SALARY BREAKDOWN (Hourly, weekly, bi-weekly monthly)</th>
<th>OTHER FUNDS</th>
<th>STATE FUNDS</th>
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OFFICE OF ELDELY AFFAIRS/ELDERLY PROTECTIVE SERVICES  
P.O. Box 61, Baton Rouge, LA  70821-0061  
For the provision of Elderly Protective Services

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<th>JOB TITLE</th>
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<th>FRINGE BREAKDOWN (Hourly, weekly, bi-weekly monthly)</th>
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**OFFICE OF ELDERLY AFFAIRS/ELDERLY PROTECTIVE SERVICES**  
P.O. Box 61, Baton Rouge, LA  70821-0061  
For the provision of Elderly Protective Services

<table>
<thead>
<tr>
<th>PERSONNEL TRAVEL LOCAL/OUT OF TOWN</th>
<th>PURPOSE OF TRAVEL</th>
<th>TOTAL OTHER FUNDS</th>
<th>TOTAL STATE FUNDS</th>
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**Travel:**  This is for STAFF travels only. Local travel is for mileage reimbursement only. Local travel is considered travel within the assigned regional areas. Out-of-town travel includes reimbursement for transportation (air or land), food and lodging to attend state required conferences, training, or mandatory meetings. Travel must be reimbursed according to the State Travel Regulations. See copy in packet.
**LIST EACH ITEM** | **DETAILED EACH COST ON MONTHLY BASIS** | **TOTAL OTHER FUNDS** | **TOTAL STATE FUNDS**
---|---|---|---

**Operating Expenses:** This category includes such line item expenses as the following: Rent, Utilities, Telephone, Printing, Postage, Equipment and Property Maintenance, Equipment Rental, Pest Control, Printed Brochures, and/or General liability.
<table>
<thead>
<tr>
<th>LIST EACH ITEM</th>
<th>DETAILED EACH COST ON MONTHLY BASIS</th>
<th>TOTAL OTHER FUNDS</th>
<th>TOTAL STATE FUNDS</th>
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**Operating Supplies:** This cost category includes such line items expenses as the following: Office supplies, cleaning supplies, maintenance supplies, paper supplies, film (to document abuse), tapes (related to adult abuse)
OFFICE OF ELDERLY AFFAIRS/ELDERLY PROTECTIVE SERVICES  
P. O. Box 61, Baton Rouge, LA 70821-0061  
For the provision of Elderly Protective Services

<table>
<thead>
<tr>
<th>EQUIPMENT LIST EACH TYPE</th>
<th>DETAILED EACH ITEM (INCLUE INSTALLATION COST)</th>
<th>TOTAL OTHER FUNDS</th>
<th>TOTAL STATE FUNDS</th>
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**EQUIPMENT:** This category includes such line items as the following: Office furniture, office equipment, and/or computer equipment.
**OTHER EXPENSES**

This cost category includes such line item expenses as the following: Indirect Administrative or Management Fees (not to exceed 5% of direct cost) Audit fees, Accounting services, and other necessary Consultants.

<table>
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<tr>
<th>OTHER EXPENSES</th>
<th>METHOD OF COMPUTATION</th>
<th>TOTAL OTHER FUNDS</th>
<th>TOTAL STATE FUNDS</th>
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Exhibit D

Other Requirements

Attached all the required documents as outlined in the Narrative Proposal.