STATE OF LOUISIANA

CONTRACT FOR PROFESSIONAL LEGAL SERVICES

BE IT KNOWN THAT this agreement is entered into by and between *(Agency)* (hereinafter sometimes referred to as "State") and *(Contractor)* (hereinafter sometimes referred to as "Counsel").

1.
Counsel hereby agrees to furnish the following services:

(description of legal services to be provided here. must include a description of the specific goals and objectives, deliverables, performance measures, and a monitoring plan.)

The scope of this contract does not include litigation or proceedings arising out of or involving tort or worker's compensation. These legal services are to be provided under the immediate supervision of the staff of the State and subject to secondary review by the Department of Justice, Office of the Attorney General.

2.
In consideration of services described hereinabove, State hereby agrees to pay the Counsel as follows:

(list hourly rates to be paid)

The total of all sums payable under this contract including fees and reimbursement of expenses shall not exceed *(maximum amount of contract $_____).*

Counsel will submit, at the end of each calendar month, an itemization of all work performed listing time by date for work performed by hours, down to the quarter of an hour, with specific reference to the nature of the work performed (e.g., drafting of pleadings, research, review of files, etc.). Invoices for services shall be submitted by Counsel to State for review and approval.

All billings by Counsel for services rendered shall be submitted in compliance with LSA - R.S. 39:1521.1.

Counsel shall be reimbursed for out-of-pocket expenses in accordance with the regulations issued by the Division of Administration. Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours and if it does not cause service charges for the day to exceed eight hours. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

Counsel hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Counsel's obligation and identified under Federal tax identification number *(federal tax id number*).

Counsel agrees to submit monthly statements. It is understood that should Counsel fail to submit statements within thirty (30) days following the end of each month, State shall not be responsible for payment thereof under this contract or in quantum meruit.

3.
The Legislative Auditor of the State of Louisiana and/or Division of Administration auditors may audit all records of Counsel which relate to this contract. Counsel shall maintain said records for a period of three years after the date of final payment under this contract.

Council agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment, or as required by applicable Federal law if Federal funds are used to fund this contract

4.
This contract is in effect for the period commencing *(enter beginning date)* and ending on *(enter ending date*).

Notwithstanding the foregoing, in no event, shall this contract be valid until it has been approved in writing by the Director of the Office of Contractual Review and the Attorney General.

The effective date of this contract may be extended only if an amendment to that effect is duly executed by the contracting parties and approved by the necessary authorities prior to said termination date. Requests for extensions may be initiated by either party by the mailing of such request to the party, via Certified Mail, return receipt requested, not less than thirty (30) days before the termination date provided for herein or thirty (30) days before the termination of the first extension of this contract. This contract may only be extended by an executed and approved amendment for not more than two (2) times. If either party informs the other than an extension of this contract is deemed necessary, an amendment may be prepared by State and forwarded to the other party for appropriate action by the other party, and said amendment is to be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of the amendment it will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this contract, including extensions hereto, be for a period of more than three (3) years.

5.
The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the 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 other 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.

6.
No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due

or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State and the Office of Contractual Review.

7.
Either party shall have the right to cancel this contract, with or without cause, by giving the other party (30) days written notice forwarded to their respective address by certified mail. State has the right to cancel this contract upon less than thirty (30) days due to budgetary reductions and changes in funding priorities by the State.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to State: *(provide full name of agency and full address)*

If to Counsel: *(provide same of contractor (counsel) and full address)*

8.
All records, reports, documents and other material delivered or transmitted to Counsel by State shall remain the property of State, and shall be returned by Counsel to State, at Counsel's expense, at termination or expiration of this contract. All records, reports, documents, pleadings, exhibits or other material related to this contract and/or obtained or prepared by Counsel in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Counsel to State, at Counsel's expense, at termination or expiration of this contract.

9.
The State and Counsel acknowledge and agree that the Department of Justice has the right to review all records, reports, worksheets or any other material of either party related to this contract. The State and Counsel further agree that they or either of them will furnish to the Department of Justice, upon request, copies of any and all records, reports, worksheets, bills, statements or any other material of Counsel or State related to this contract.

10.
Counsel 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, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and counsel agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

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

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 insufficient to complete contract objectives.

11.
Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA - R.S. 39: 1524 - 1526.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day of *(enter date*).

WITNESSES SIGNATURES: STATE AGENCY SIGNATURES:
_____ By: _____
_____ Title: _____

_____ COUNSEL SIGNATURE:
_____ By:_____
_____ Tax I.D. # _____

Telephone:

APPROVED BY: _____
Attorney General

CONCURRED BY: _____
State Risk Director

ATTACHMENT #1
INSTRUCTIONS FOR SUBMITTING INVOICES

At the end of each calendar month an itemization of all work performed, listing time by date for work performed by hours, down to the quarter of an hour with specific reference to the nature of the work performed *(e.g. drafting of expert reports, research, review of files, etc.)* should be invoiced to *(agency*).
Reimbursement for all expenses must have receipts or documentation attached to the invoices or reimbursement will not be made. Some examples of the receipts or documentation that will be accepted are given below:

1. Telephone expenses - a copy of the telephone bill indicating the telephone calls made in reference to the contract. A listing of telephone billings on the invoice with the original kept by Counsel for review by the State.

2. Express Mail - a copy of the invoice from the vendor.

3. Travel expenses - purpose of the trip, miles traveled or airline ticket receipt, parking receipts, taxi receipts, hotel receipts (credit card receipt will not be accepted).

4. Photocopying - number of copies and the amount per copy or if outside photocopying is utilized a receipt must be included.
When invoices are submitted at the end of each calendar month, you must indicate the amount of your contract, the amount billed to date and the remaining balance.
If your invoices are billed by each individual case that you have worked on please include a summary sheet for that month for that invoice. Do not include any previous balances owed on the summary sheet.
LSA - R.S. 39:1521.1 calls for invoices to be submitted in the form of an affidavit.