# STATE OF LOUISIANA

**CONTRACT FOR PROFESSIONAL LEGAL SERVICES**

***(Revised 7-25-19)***

**BE IT KNOWN THAT** on this day of , 201\_\_ , this agreement is entered into by and between (***State 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.)

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 Agency**) and subject to secondary review by the Department of

Justice, Office of the Attorney General.

The (**State Agency**) hereby certifies and Counsel hereby acknowledges that:

1. Goals and objectives: The (State Agency) has entered into this contract in order to obtain professional and reliable legal services as referred to hereinabove.
2. Performance measures: The services provided by counsel shall be evaluated to determine that the services are provided timely and professionally.
3. Monitoring Plan: The staff of the (State Agency) shall monitor the performance of counsel by review of all interim written or verbal reports submitted by contractor and by supervision of the services provided by counsel.

2.

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

## (Name and Title of billing personnel and Hourly rate)

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

***$ )*** and shall be billed in accordance with Policy and Procedure Memo 50 (Attorney Case Handling Guidelines and Billing Procedures).

Final billing shall be submitted to the State within 90 days of contract expiration date. At the end of each calendar month, Counsel shall submit to the State for review and approval, via Acuity Management System, (reference to Acuity should be included only if agency is enrolled in state’s electronic legal billing system), an itemization of all work performed, listing time by date for work performed by hours, down to the tenth of an hour, with specific reference to the nature of the work performed ***(e.g., drafting of pleadings, research, review of files, etc.)***. 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 contact or in quantum meruit. All billings by Counsel for services rendered shall be submitted in compliance with LSA- R.S. 39:1618.

All legal fees and costs shall be paid in accordance the State Agency or Division of Administration Attorney Case Handling Guidelines and Billing Procedures as set forth

in PPM 50. Counsel shall be reimbursed for out-of-pocket expenses in accordance with the Division of Administration Travel Rules and Regulations as set forth in PPM 49. Travel time, at the direction and for the convenience of the State, is billable as services if done during normal working hours at one-half the agreed upon Attorney pay rate and shall not exceed eight hours per day without written justification. Counsel agrees to comply with the instructions on Attachment #1 when submitting invoices.

3.

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 and State LDR account number).

 In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor’s tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting

agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

4.

The State Legislative Auditor, internal auditors of the Division of Administration, agency auditors, and if applicable, federal auditors shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontractor to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

5.

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

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. If either party informs the other that 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.

6.

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.

7.

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

the State, provided however, that claims for money due or to become due to the Counsel from the State under this contract 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 and the Office of State Procurement.

8.

The State shall have the right to cancel this contract for any reason by giving the other party written notice sent to Counsel’s address by certified mail. Counsel shall have the right to cancel this contract for any reason by giving the State 30 day’s written notice by certified mail.

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

If to State: ***(Name, Title, Address)***

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

9.

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.

 10.

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 Counsel related to this contract. The State and Counsel further agree that Counsel 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 related to this contract.

11.

Counsel agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor 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, sexual orientation, national origin, veteran status, political affiliation, or disability, or age in any matter relating to employment.

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.

 In accordance with R.S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its

subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

12.

This contract is not effective until approved in writing by the (State Agency), the Attorney

General and the Office of State Procurement, in accordance with LSA. R.S. 39:1595.1.  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.

13.

Any claim or controversy arising out of the contract shall be resolved by the provisions of LSA-R.S. 39:1672.1 – 1672.4.

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

WITNESSES SIGNATURES: **(STATE AGENCY)**

BY:

# (Name & Title)

(**Telephone Number)**

**(FIRM/COUNSEL NAME)**

BY:

# (Print Name Under Signature)

**Tax I.D. #:**

**Telephone:**

**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 tenth 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)*** via Acuity Management System (if agency is using electronic billing system) OR in accordance with the agency’s request.

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. Express Mail - a copy of the invoice from the vendor.
	2. 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).
	3. Invoices are to be submitted at the end of each calendar month and must indicate the amount of the 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. 39:1618 calls for invoices to be submitted in the form of an affidavit.