



LOUISIANA
DEPARTMENT OF
HEALTH

GENERAL OVERVIEW
OF PROFESSIONAL
SERVICES CONTRACTS

Introduction

- A. Types of Professional Contracts – are listed on the right
- B. Identify which type of contract to use through the procurement process
- C. Contracts are prepared by the program offices with legal assistance and then undergo an internal approval process, followed by an external process through the LaGOV contract procurement system with OSP as the last approver. Technical consulting contracts are reviewed by OTS.
- D. Support and Resources



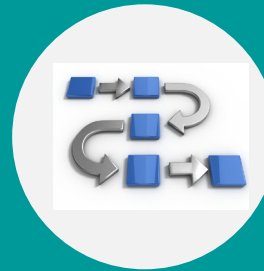
A

- PROFESSIONAL SERVICES
- CONSULTING
- SOCIAL SERVICES
- PERSONAL
- INTERAGENCY
- INTERGOVERNMENTAL
- COOPERATIVE ENDEAVORS



B

- R.S. 39: 1593 Method for Source Selection
- R.S. 39: 1597 Sole Source
- R.S. 39: 1598 Emergency Procurement
- R.S. 39: 1617 Professional Service Contracts
- R.S.39: 1619 Social Service Contracts
- R.S.39: 1620 Personal Contracts
- R.S.39: 1621 Consulting Service



C

- LA DEPARTMENT OF HEALTH
- OFFICE OF STATE PROCUREMENT
- OFFICE OF TECHNICAL SUPPORT



D

- LDH CONTACTS
- DOA/OSP CONTACTS AND WEBSITES

TYPES OF CONTRACTS:

PROFESSIONAL SERVICES

Professional service means work rendered by an independent contractor who has a professed knowledge of some department of learning or science used by its practical application to the affairs of others or in the practice of an art founded on it.

Independent contractor include:

Contracts for professional services may be awarded without the necessity of competitive bidding or competitive negotiation.

LAWYERS

DOCTORS

DENTISTS

PSYCHOLOGISTS

VETERINARIANS

CERTIFIED ADVANCE PRACTICE NURSE

ENGINEERS

LAND SURVEYERS

LANDSCAPE ARCHITECTS

ACCOUNTANTS

ACTUARIES

CLAIM ADJUSTERS

ARCHITECTS

PHARMACIST, VISITING PROFESSORS,
SCIENTIS

TYPES OF CONTRACTS:

CONSULTING SERVICES

Consulting service means work, other than professional, personal, or social service, rendered by either individuals or firms who possess specialized knowledge, experience, and expertise to investigate assigned problems or projects and to provide counsel, review, design, development, analysis, or advice in formulating or implementing programs or services, or improvements in programs or services, including but not limited to such areas as management, personnel, finance, accounting, planning, information technology, and advertising contracts, except for printing associated therewith.

R. S. 39:1621



Non-Competitive Exemptions

- Less than \$75,000 (per 12 month Period)
- Sole Source
- Emergency

Other Requirements

- Procurement Support Team (PST) Review if Total Maximum amount of \$225,000 or more
- Resumes

TYPES OF CONTRACTS:

Social Services

Social service means work rendered by any person, firm, corporation, organization, governmental body, or governmental entity in furtherance of the general welfare of the citizens of Louisiana, including but not limited to the objectives provided for in:

R.S. 39:1619(A)

A. Social services include:

(1) Rehabilitation and health supports include services rendered by a contractor with special knowledge or service available to assist individuals in attaining or maintaining a favorable condition of physical and mental health. These services include but are not limited to:

- (a) Health-related counseling.
- (b) Alcohol or drug abuse training and treatment.
- (c) Training to support emergency medical services.
- (d) Services to support family planning.
- (e) Counseling, delinquency prevention.
- (f) Genetic disease evaluation and counseling.
- (g) Community-based medical support services.
- (h) Evaluation and training for persons with physical or mental disabilities.
- (i) Other services in support of same.

(2) Habilitation and socialization include services rendered by a contractor with special knowledge to assist specified client groups to enhance their self-sufficiency or alleviate their dependency or isolation from the community. These services include but are not limited to:

- (a) Day care.
- (b) Work and training.
- (c) Early intervention for persons with intellectual disabilities, developmental delays, or physical disabilities.
- (d) Transportation for service access.
- (e) Homemaker, home management, and housing improvement services.
- (f) In-home and out-of-home respite care.
- (g) Socialization services for low income and other special needs groups.
- (h) Nursing home ombudsman.
- (i) Nutritional, employment, case management, senior center activities, or other services to aid independent living by the elderly.
- (j) Training and community planning services for same

Social Services, continued

(3) Protection for adults and children include services rendered by a contractor to provide therapeutic intervention for adults or children who are in danger or threatened with danger of physical or mental injury, neglect, maltreatment, extortion, or exploitation, including victims of family violence. These services include but are not limited to:

- (a) Community planning for neglect/abuse.
- (b) Adoption.
- (c) Substitute care.
- (d) Education and training.
- (e) Crisis intervention type services.
- (f) Emergency shelter for victims of rape/family violence or services in support of same.
- (g) Training and evaluation services for same.

(4) Improvement of living conditions and health include services rendered by an authorized contractor with special knowledge or services available to assist individuals to attain or maintain favorable conditions in which to live. These services include but are not limited to:

- (a) Distribution of foodstuffs either purchased or that are made available from government-owned commodities.
- (b) Determining the needs of the poor, and development of programs to distribute the available resources.
- (c) Determining the needs of the poor and identifying programs to alleviate these poverty conditions.
- (d) Providing services to respond to the educational/employment needs of eligible individuals in the communities needing these services. The primary purpose of this service is to provide the participating individuals with the skills necessary for them to advance socially, academically, and occupationally.

Social Services, continued

(5) Evaluation, testing, and remedial educational services for exceptional nonpublic school students with physical or learning disabilities include services rendered by a contractor with special knowledge or services available to provide special educational and related services for exceptional students or students with disabilities voluntarily enrolled in approved nonpublic schools of Louisiana who are not otherwise provided with such services through either their local school program or through other services afforded to them by local school boards or other public agencies. These services include but are not limited to:

(a) Identification, assessment, appraisal, and evaluation of exceptional children and children with disabilities.

(b) Development of individualized educational programs.

(c) The providing of instructional and supportive services to such eligible students in accordance with the provisions of R.S. 17:1941 et seq. and P.L. 94-142 and their regulations.

Social Services, continued

Contracts for social services may be awarded without the necessity of competitive bidding or competitive negotiation only if the state chief procurement officer determines that any one of the following conditions is present. The using agency shall document the condition present and such documentation shall be part of the contract record submitted to the office of state procurement

Exemptions:

- Less than \$250,000 (per 12 month period)
- Sole Source
- Emergency
- Quasi-public or nonprofit Corporation
- Local matching funds greater than 10% of contract amount
- The nature of the services being provided necessitates that a continuity of contractors be maintained as in but not limited to therapeutic and crisis support to clients and employment and training programs
- Contract is with another governmental entity or governmental body
- Funds are specifically designated by the federal government for a particular private or public contractor or political subdivision
- Contract is with the same vendor under a contract in existence (continuous renewal) since November 30, 1985

TYPES OF CONTRACTS:

Personal

Personal service means work rendered by individuals which requires use of creative or artistic skills, including but not limited to graphic artists, sculptors, musicians, photographers, and writers, or which requires use of highly technical or unique individual skills or talents, including but not limited to paramedics, therapists, handwriting analysts, foreign representatives, and expert witnesses for adjudications or other court proceedings. A "foreign representative" shall mean a person in a foreign country whose education and experience qualify such person to represent the state in such foreign country

R.S. 39:1620

Contracts for personal services may be awarded without the necessity of competitive bidding or competitive negotiation

Creative or Artistic Skills



Musicians

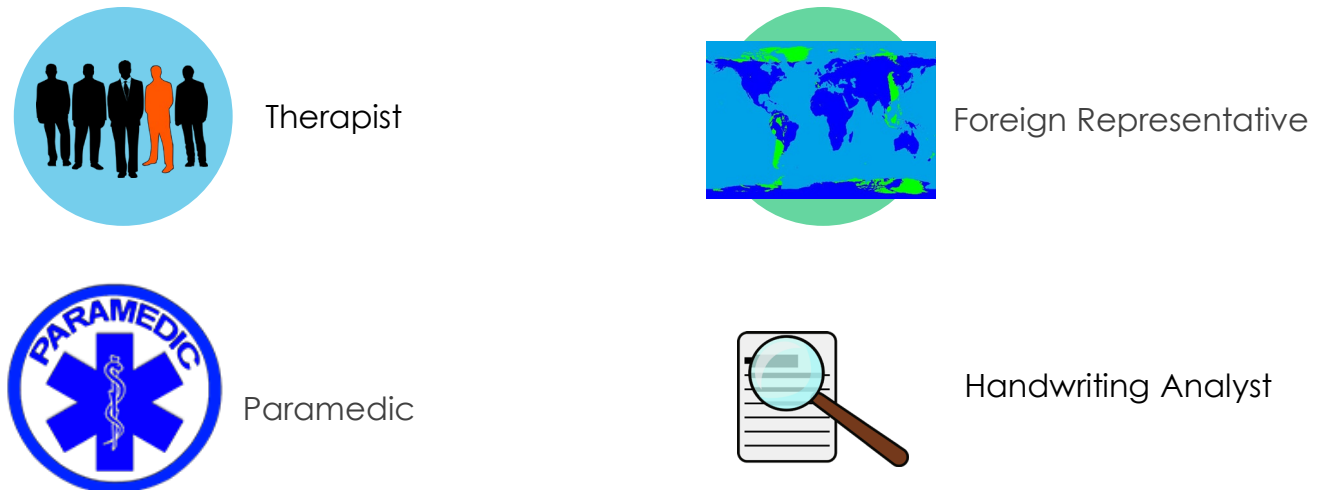
Graphic Artist

Writers

Photographer

Sculptors

Highly Technical or unique individual skills or talents



Therapist

Foreign Representative

Paramedic

Handwriting Analyst

TYPES OF CONTRACTS:

Interagency/Intergovernmental

Interagency contract" means any contract in which each of the parties thereto is a "governmental body" as defined in this Section

Governmental entity" means any governmental unit which is not included in the definition of "governmental body" in this Section

Governmental body" means any department, office, division, commission, council, board, bureau, committee, institution, agency, government corporation, or other establishment or official of the executive branch of state government. For purposes of procurement of personal, professional, consulting, and social services contracts, governmental shall not include the judicial branch of state government.

Interagency/Intergovernmental contracts which require expenditure of public funds for professional, consulting, personal, social services require

- Submission to OSP for review and approval, unless exempted by written delegation of authority granted by the OSP Director

Cooperative Endeavors

Cooperative endeavor means any agreement including one of cooperative financing, other than a competitive bid or competitively negotiated contract, whether contracted pursuant to Chapter 10 of Title 38 or Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950 or pursuant to a request for proposals, request for qualifications, solicitation for offers, or other recognized process for competitively seeking qualified contractors, to which the state is a party and pursuant to which the state has obligated state resources, whether funds, credit, property, or things of value of the state to a nonpublic person for the accomplishment of a public purpose or in the public interest, but shall not include projects contained in the comprehensive state capital outlay budget, projects pursuant to the Governor's Economic Development Rapid Response Program, and integrated coastal protection programs and projects authorized in the annual coastal protection and restoration plan and administered by the Coastal Protection and Restoration Authority.

Louisiana Constitution Article VII, Section 14C

For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporations or individual

REQUIREMENTS

Executive Order JBE 2016-36

- JBE-2016-36, Section 3, a plan for monitoring compliance with the terms of the co-op, assigning a particular person as a monitor
- Comprehensive budget, terms of project, goals and objectives including performance measures
- JBE 2016-36 Section 6
- JBE 2016-36, Section 7 Fiscal finding clause
- JBE 2016-36, Section 7 Ba-22 OR other appropriate budgetary form

Executive 2016-38 Line Item Appropriation (LIA)

- LIA are those sums of money that the LA Legislators appropriates to non-state entities, quasi-public and private agencies/entities for public purpose
- Provide detailed description of the public purpose sought to be achieved through the LIA which must conform to the program described in the appropriations Bill, and if applicable, supplemental information submitted to the Legislature.
- Comprehensive budget and other sources of revenue and expenditures, duration of project, goals and objectives, including measures of performance, monitoring plan

Procurement Rules

- If funds will be used for contract and professional services, then this information must be provided
- All CEAs which are require an expenditure of public funds must be submitted to OSP for review and approval unless exempted by written delegation of authority granted by the OSP Director.
- Appropriate CEA agreement format
- Generally, in-kind services are required of 10% unless an exception applies

Contract Process and Approval Requirements

Contract Forms and Formats

Required Documents

Processing Application Systems

Approval Requirements



Contract Templates

- CF-1
- CF-6
- Cooperative Endeavors Agreement CEA

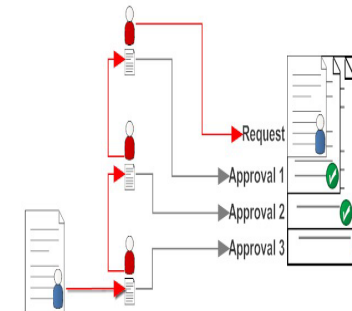


Required Documents

- Statement of Work
- HIPAA Business Associates Form
- BA-22
- Fee Schedule Cost Reimbursement Budget (if applicable)
- Board Resolution/Signature of Authority
- System for Award Management (SAM) (if applicable)
- Audit Requirements (LDH Policy 13.1)
- Multi Year Letter (if applicable)
- Late Letter (if applicable)
- Out of State Justification (if Applicable)
- Disclosure of Ownership (if Applicable)
- Certificate of Authority (If applicable)
- Resume (for Consulting and Personal only)
- License (Professional and Personal)



- LaGov Procurement SRM



Internal and External Approvals for All Contracts

- LDH Agency Head
- LDH Budget
- LDH Legal
- LDH Undersecretary

Pre-Approvals for all Sole Source, Emergency and JLCB Extension Request

- LDH Statewide Program Manager
- Office of State Procurement
- Legal

Contract Forms and Formats

Contract Templates

CF-1 – Standard Professional Template

CF-6 – Standard Amendment Template

Cooperative Endeavor - CEA

Cooperative Endeavor – CEA (LIA) Line Item Appropriation

Required Content for Every Contract

- Maximum amount of contract and terms of pay
- Start and End Dates
- Description of work
 - Goals and Objectives
 - Deliverables
 - Performance Measures
 - Monitoring Plan
- When applicable:
 - Travel Reimbursement terms – PPM49
 - Cost Reimbursement – itemized budget is required
 - A schedule for delivery of task and reports
 - Advance payment justification R.S. 39: 1619
- Performance Evaluation

CF-1 TEMPLATE

CEA TEMPLATE

SAMPLE STATE OF LOUISIANA COOPERATIVE ENDEAVOR AGREEMENT SAMPLE

work product. The compensation for any extension of the initial term shall be subject to future agreement by the parties.)

4.2 Additional Costs and Expenses. No additional costs or expenses incurred by the Contracting Party in performance of this Agreement shall be reimbursed or paid by the State and/or Agency unless agreed upon in writing by the parties.

(All costs and expenses should be explained in detail and provided on a per diem or lump sum basis. For example, "travel expenses, if any, shall be reimbursed only in the event that this Agreement provides for the reimbursement"; "these travel expenses are included in the Contracting Party's approved compensation, budget or allocated amount." Copies of invoices and/or receipts for any pre-approved reimbursable expenses or travel expenses should be provided or attached.)

4.3 Disbursements under this Agreement will be allowed only for expenditures occurring between and including the dates of authorized beginning date through authorized ending date; and this project and all of the Contracting Party's services shall be completed by that date. Payment is contingent upon the availability of funds and upon the approval of this Agreement.

4.4 Taxes: Contracting Party hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Contracting Party's obligation and identified under Federal tax identification number _____.

**ARTICLE V
TERMINATION FOR CAUSE**

5.1 The State and/or Agency may terminate this Agreement for cause based upon the failure of Contracting Party to comply with the terms and/or conditions of the Agreement, provided that the State and/or Agency shall give Contracting Party written notice specifying Contracting Party's failure. If within thirty (30) days after receipt of such notice, Contracting Party 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 and/or Agency may, at its option, place Contracting Party in default and the Agreement shall terminate on the date specified in such notice. The State and/or Agency may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Contracting Party to comply with the terms and conditions of this Agreement, provided that the State and/or Agency shall give the Contracting Party written notice specifying the Contracting Party's failure and a reasonable opportunity for the Contracting Party to cure the defect.

**ARTICLE VI
TERMINATION FOR CONVENIENCE**

6.1 The State and/or Agency may terminate the Agreement at any time by giving thirty (30) days written notice to Contracting Party. Upon receipt of notice, Contracting Party shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, services and supplies in connection with the performance of this Agreement.

Cf-6 TEMPLATE

CEA LIA TEMPALTE

STATE OF LOUISIANA 850817

COOPERATIVE ENDEAVOR AGREEMENT (Line Item Appropriation)

THIS COOPERATIVE ENDEAVOR, made and entered into this entry date day of month, 20year, was made by and between (agency name) of the State of Louisiana, hereinafter referred to as "State," and/or "Agency" and (contracting party name), hereinafter referred to as "Contracting Party".

ARTICLE I

WITNESSETH:

1.1 WHEREAS, Article VII, Section 14(a) of the Constitution of the State of Louisiana provides that "the public purposes, the state and its political subdivisions, may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

1.2 WHEREAS, Act 17 of the 2015 Regular Session of the Louisiana Legislature, which was adopted in accordance with Article VII, Section 13, of the Constitution of the State of Louisiana, is the appropriation for the expenditure of State funds, and said Act contains a line item appropriation within the Agency's budget for the benefit of agency project name, of which the sum of THOUSAND & NO/100 (\$ _____) DOLLARS has been allocated for this project, as set forth in Attachment A Plan, which is attached to this agreement and made a part hereof;

1.3 WHEREAS, the agency desires to cooperate with the Contracting Party in the implementation of the Project as hereinafter provided;

1.4 WHEREAS, the agency has the authority to enter into this Agreement as evidenced by its governmental purpose of (reimburse the entry provide a clear statement of the source of the legal authority) and, if applicable, supplemental information from submitted to the Legislature;

1.5 WHEREAS, the public purpose is described as (provide a detailed description of the public purpose) and the agency has the authority to enter into this Agreement as evidenced by its governmental purpose of (reimburse the entry provide a clear statement of the source of the legal authority) and, if applicable, supplemental information from submitted to the Legislature;

1.6 WHEREAS, the State and/or Agency has a reasonable expectation of receiving a benefit or value described in detail that is at least equivalent to or greater than the consideration described in this Agreement;

1.7 WHEREAS, the transfer or expenditure of public funds or property is not a gratuitous donation;

1.8 WHEREAS, the Contracting Party has provided all required information in accordance with Act 17 of 2016, if applicable, and the governor's Executive Order ESR 2016-38 on accountability for line item appropriations, and is attached to this agreement and made a part hereof by reference as "Attachment B".

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

13



Required Documents

HIPAA Business Associates
 Statement of Work
 BA-22
 Budget Form or Fee Schedule
 Audit Requirements
 Performance Evaluation – Due 60 days after
 completion of services

Additional Documents Required when Indicated

Contract >\$2000	Certification letter
Contract exceeds 12 months	Multi-year explanation
Contractor is a corporation, either profit or non-profit	Board Resolution documenting who can sign contracts for the Corporation and should not be more than 2 years old
Contractor is a for-profit corporation whose stock is not publicly traded	Disclosure of Ownership affidavit is on file with the Secretary of State and indicates that the contractor is in good standing
Contractor is an out-of-state corporation	Certification of Authority to do business in Louisiana
Contract is a consulting contract	Resumes of individual consultants providing services
Outsourcing Contract	Key Internal Control documentation with the agency file
Contract or amendment is for Professional, Personal, Consulting or Social Services	Vendor Profile Data form as required by Act 589
Resumes	Consulting Contracts
License/Certificates	Professional and Personal Contracts
System of Award Management (SAM)	OSRAP Memo 15-18

Processing Application System

Systems Required User Security Access

All Vendors must be registered in LaGov Vendor Database managed by Office of State Reporting and Accounting Policy (OSRAP)

- LaGov Vendor Number - assign vendor number and activate

LaGov eProcurement SRM

- Create Shopping Cart
- Create Purchase Order

15

[Announcements](#) [Vendor Registration](#) [Home](#) [Procurement](#)

Announcements



LaGov eProcurement (SRM) Announcements

Updated December 16, 2019

How to search the [SRM MDM Internal Catalog](#).

Please refrain from using all CAPITAL letters in SRM text fields. Use of all CAPITAL letters in SRM text fields will not be for manner on print output documents.

Professional Services Contract Approvals

OSP Approval Process

LaGov


- Purchase Orders
- Submit for Approval from Planning and Budgeting, Department of Revenue and Final OSP
- Additional Approvals may be required by Other State Agencies based on Contract Content
 - Division of Administration,
 - Attorney General's Office (AG)
 - Office of General Counsel (OGC)
 - Civil Services (CS)

All legal contracts must be reviewed and approved by the Attorney General's Office and the Office of General Counsel. Amendments to legal contracts require approval from the Attorney General's office but not approval from the Office of General Counsel.

Civil Service Rule 3.1 (o) requires the Director to review agencies' proposed contracts for personal services to determine whether classified employees will be involuntarily displaced due to the personal service contract. If so, Rule 2.9(h) requires the Commission to approve the contract. In order to determine if a contract will involuntarily replace a classified employee, the Director has established the following procedures for agencies to submit their proposed contracts for review.

Announcements Vendor Registration Home Procurement

Announcements



LaGov eProcurement (SRM) Announcements

Updated December 16, 2019

How to search the [SRM MDM Internal Catalog](#).

Please refrain from using all CAPITAL letters in SRM text fields. Use of all CAPITAL letters in SRM text fields will not be for manner on print output documents.

LINKS TO FORMS

Templates

- CF-1 Contract
- CF-6 Contract Amendments
- BA-22 – Planning and Budget Form
- Cost Reimbursement Form
- Civil Services Form
- Performance Evaluation Form

CHECKLIST FOR SUBMITTING CONTRACT FOR REVIEW AND APPROVAL

Contract (Required)

- Complete CF-1 Form 1-15
- Statement of work
- Fee Schedule/Cost Reimbursement/Travel Language
- BA-22
- Certification letter (Contract Amount is greater than \$5000)
- Multi-year Letter, contract exceeds 12 months
- Late Letter, contract submitted more than 60 days after start date
- Board Resolution, less than 2 years old (Corporation profit or non-profit)
- Disclosure of Ownership Affidavit which has been filed with the Secretary of State's Office if contractor is a for profit corporation whose stock is not publicly traded
- Certificate of Authority to do business in Louisiana if contractor is an out-of-state corporation and in Louisiana for more than 30 days. Justification letter is required when contractor is in the state of Louisiana for less than 30 days.
- Resume for Consultants
- Audit Requirements (LDH Policy 13.1)
- Vendor Profile Data Form for Professional Service Contracts and Amendments. Last update status data of form must not be greater than 12 months.

Contract (When Applicable)

- License or Certificates (Professionals and Personal Contracts)
- Advance Payment Justification (R.S. 39:1613)

Contract Amendments

- CF-6(From and To Changes)
- Revised Statement of Work (bold and strike through changes)
- Revised Fee Schedule/Cost Reimbursement
- Vendor Profile (updated)

Contract Review and Approval Timeline

This timeline can be used as a guide in planning the contract approval process. Several steps are dependent on the agency activities in the process, including but not limited to, quality of the contract and its documents, complexity of the contract and agency responsiveness to LDH Legal and OSP-PC's comments, questions and suggested revisions.

Legal Contract Review and Approvals	1-3 days
PST (if applicable)	3-4- weeks (Depending on Schedule)
OSP Review and Approvals	3 Weeks

Support Services

Louisiana Department of Health

NAME	TITLE	EMAIL
LDH Contract Review	Contract Review Team	OMFContractReview@LA.GOV
Charles Daspit	Deputy General Counsel	Charles.Daspit@LA.GOV
Kristie Haydel	Attorney Supervisor	Kristie.Haydel@LA.GOV
William Fell	Attorney III	William.Fell@LA.GOV
Jeremy Woolard	Attorney IV	Jeremy.Woolard@LA.GOV
Haley Williams	Medicaid Procurement Attorney	Haley.Williams2@LA.GOV

Louisiana Division of Administration, Office of State Procurement

DOA-PCHELPDESK@LA.GOV
225-342-8010

DOA/OSP Website	https://www.doa.la.gov/Pages/osp/PC/agencies.aspx
LaGOV ERP eProcurement (SRM)	https://lagoverpsrm.doa.louisiana.gov/irj/p/oral
Louisiana Electronic Catalog (La eCat)	https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/eCat/dsp_eCatSearchLagovm
Louisiana Procurement and Contract Network (LaPAC)	https://wwwcfprd.doa.louisiana.gov/osp/laPAC/pubMain.cfm

Office of State Reporting and Accounting Policy
DOA-OSRAP-LAGOV@LA.GOV
(225) 342-1097

Louisiana Economic Development (Hudson Initiative Program)
<https://www.doa.la.gov/pages/osp/se/secv.aspx>
(225) 342-7000