4.2 HONORARIA AND PROFESSIONAL SERVICE CONTRACTS

A. Purpose

1. This policy specifies the procedures that must be followed in paying honoraria and/or procuring professional, personal, and consulting services within the limits of authority delegated to the Shreveport Campus of the Health Sciences Center.

2. For the purposes of this policy, honoraria is treated similarly to a contract for professional services and, as a consequence, is subject to applicable State rules, Revised Statutes, and University policies pertaining to the procurement of professional, personal, and consulting services.

B. Delegated Authority

1. The Office of Contractual Review has delegated to LSU and subsequently to its component campuses the authority to review and approve all professional, personal, and consulting services for $20,000 and under.
   
   (a) All such “small purchase” contracts must receive the approvals of the Department Head and the Chancellor/Dean.

2. Contracts over $20,000 are subject to the further review and approval of the Senior Vice President/CEO or his designee, Office of Civil Service (if applicable), and the Office of Contractual Review.

C. Contract Costs

1. All appropriate and related costs associated with the contracted services should be calculated into one lump-sum amount. Appropriate costs include honoraria or consultant fees, reimbursement for reasonable travel expenses, and other incidental expenses.

2. Honorarium payments may not exceed $300/day without the specific prior approval of the Chancellor. Such approval should be requested in a separate cover letter transmitting the contract document (sample document in Appendix A) to the Chancellor for the necessary institutional review and approvals.

3. It is important that the total dollar amount be accurately calculated as it will represent the maximum payment amount that may not be exceeded after the contract has received all necessary approvals.

D. Procedures for Executing a Contract

1. Completing the contract document (see Appendix A).
(a) Provide a concise description of the services to be provided.

(b) Contract forms may be obtained from the Legal Affairs Office. Specific questions regarding the completion of the contract document should also be addressed to that office.

(c) Obtain approval and signature of the appropriate Department Head and the proposed contractor. Contracts will not be approved without the signature, address and social security or tax I.D. number of the contractor.

(d) Forward to the Legal Affairs Office for review and approval by the Dean and the Vice Chancellor.

(e) The approved contract documents (yellow and pink copies) will be returned to the originating department for record keeping purposes. (See paragraph D.3 for distribution of copies.)

2. Processing a Request for Payment

(a) Upon approval of the contract document, forward a properly completed purchase requisition to the Legal Affairs Office with a statement identifying the contracted services. To expedite the process, the completed requisition may be sent at the same time the contract forms are forwarded to the Legal Affairs Office.

(b) The Legal Affairs Office will review and forward the requisition, along with the blue copy of the contract document, to the Travel and Direct Pay Section of Accounting Services for final payment.

(c) Allow 15 days for receipt of check. Purchase requisition should contain mailing address where check is to be sent.

3. Distribution of Contract Form

(a) Original, white copy - Legal Affairs Office

(b) Second, blue copy - Accounting Services

(c) Third, pink copy - Originating Department

(d) Fourth, yellow copy - Contractor

E. Exclusions

1. Payments to University employees in the form of honoraria or for professional, consulting services is not considered an allowable expense under this policy. Reimbursement for services of this nature should be processed as extra compensation for additional duties using PER-3 forms.

Typically these arrangements might include participation by Medical Center Faculty in Continuing Education programs sponsored by the Medical Center, providing physician services in the student health clinic by faculty of the Medical Center, or a faculty member of one professional school teaching a course in another professional school in addition to their normally assigned duties.

F. Reports

1. The Medical Center is required to forward a quarterly report of approved
contracts from $2,001 to $20,000 to the Office of Contractual Review. In order to allow for proper compliance with this policy requirement, departments must avoid submitting contracts for approval on an after the fact basis.

2. It is a requirement of the Office of Contractual Review that Performance Evaluation reports be submitted with each contract (see Appendix B). Submit the Performance Evaluation form at the same time the requisition is submitted. Final payment will not be made without a performance evaluation form. Distribution of the Performance Evaluation Form is as follows:

(a) Original, white copy - Office of Contractual Review

(b) Second, blue copy - Legal Affairs Office

(c) Third, pink copy - Originating Department

POLICY PREFERENCES:


AGREEMENT BETWEEN

AND

LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER

This Agreement is made and entered into by and between ________________________________, hereinafter referred to as “CONTRACTOR,” and Louisiana State University Health Sciences Center, represented herein by ________________________________, Chancellor, and ________________________________, Dean, School of ____________________________ and ________________________________, Department Head, hereinafter referred to as “UNIVERSITY”

WITNESSED:

In consideration of the mutual promises contained herein, and intending to be bound, the parties hereby agree as follows:

PERIOD OF CONTRACT. This contract shall become effective on ________________________________ and shall terminate on ________________________________

DESCRIPTION OF SERVICES. Contractor agrees to ________________________________

AMOUNT AND TERMS OF PAYMENT. The total amount payable by the University to Contractor shall not exceed $ __________. This total shall include reimbursement for professional time and all related expenses. Payment to Contractor will be made upon satisfactory performance.

PAYMENT OF TAXES. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be the obligation of Contractor and identified under tax identification number or S.S.# ____________________ .

A form 1099 will be issued to the CONTRACTOR if payments made to this CONTRACTOR are $600 or more for the calendar year.

The terms and conditions set forth herein constitute the entire agreement between Contractor and the University.

The contractor certifies that he/she has not been an employee of the LSU Health Sciences Center (Shreveport or New Orleans) within the past 24 months.

THUS DONE AND SIGNED AT ________________________________ , this ______ day of __________________ , 200 __.

FOR THE LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER

(Signature)
Chancellor

(Signature)
Dean, LSU School of ____________________________

(Signature)
Department Head
Department of ____________________________

FOR THE CONTRACTOR

(Signature)

Address ____________________________

(Zip Code) ____________________________
Appendix B

CODE OF CONDUCT

All Contractors (affiliated professionals) of LSU Health Sciences Center in Shreveport (hereinafter HSC) shall conduct all activities in a manner that will promote integrity and compliance while practicing sound ethical and professional judgment.

All Contractors of the HSC shall abide by regulations set forth by the state and federal healthcare programs and their appointed agents in conjunction with the policies and procedures established by the HSC.

HSC Contractors shall prepare complete and accurate medical records, financial information, and bills, if applicable.

HSC Contractors shall report suspected non-compliant behavior that violates any statute, regulation, or guideline applicable to a state or Federal healthcare program or HSC policies. All reports are confidential. All Contractors have the right to remain anonymous. The HSC will not retaliate upon any Contractor that reports suspect behaviors in any form or fashion.

All Contractors shall attend and/or complete the mandated annual training requirements, if applicable.

All Contractors shall participate in any reviews, investigations, or audits whether conducted by an internal or external agency.

All Contractors shall refuse any type of illegal offers, remuneration, or payments to induce referrals or preferential treatment from a third party.

All Contractors shall adhere to the Code of Conduct as a condition of this contract with HSC. All Contractors can be suspended, terminated, or barred from further affiliation with the HSC as a result of non-compliant behavior.

CONTRACTOR WARRANTS that they have not been sanctioned or excluded from eligibility to participate in any federal reimbursement program, have no knowledge that they are currently under investigation by any governmental reimbursement program, and agree to immediately notify LSUHSC should a sanction or exclusion from participation in any federal reimbursement program occur.

CONTRACTOR FURTHER WARRANTS that they have received herewith a copy of LSUHSC’s Code of Conduct, have read and understand, and agree to conduct all activities in a manner that will meet the standards set forth in the Code of Conduct.

Signature: _______________________________ Date: _______________________________
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## Professional, Personal and Consulting Services Contracts Performance Evaluation

<table>
<thead>
<tr>
<th>School</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>_______________</td>
</tr>
</tbody>
</table>

**Effective dates from** ________________ Thru ________________

Not to exceed amount of contract $_________________________

## I. Description of services

________________________________________________________________________________

________________________________________________________________________________

## II. Place an X in the spaces which most closely reflect your assessment of the contractor's performance.

<table>
<thead>
<tr>
<th>Overall performance</th>
<th>Not Acceptable</th>
<th>Acceptable</th>
<th>Excellent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed in professional manner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Completed in timely manner</td>
<td></td>
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<td>Data collection</td>
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<td>Data analysis</td>
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<td>Preparation of reports</td>
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<tr>
<td>Presentation - oral, written, audiovisual</td>
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<tr>
<td>Financial management</td>
<td></td>
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<tr>
<td>Timetable of deliverables</td>
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<td></td>
</tr>
<tr>
<td>Effectiveness of deliverables</td>
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<tr>
<td>Responsiveness of staff</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

## III. Briefly state how the service rendered benefited the LSU Health Sciences Center and the State of Louisiana

________________________________________________________________________________

________________________________________________________________________________

## IV. My recommendation as to future utilization of this contractor is as follows:

________________________________________________________________________________

________________________________________________________________________________

The performance evaluation of this contractor is true and correct to the best of my knowledge.

Approved and submitted by: ________________________________

Signature: ________________________________

---DO NOT WRITE BELOW THIS LINE---

Contact Nos. ________________________________ ________________________________

____________________ ________________________________

____________________ ________________________________

____________________ ________________________________

____________________ ________________________________

WHITE and BLUE - Office of Legal Affairs; PINK - Department File Copy

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