

STATE OF ARKANSAS PROFESSIONAL CONSULTANT SERVICES CONTRACT

	CONTRACT#				FEDERAL I.D. #			
•	VENDOR #				MINORITY VENDOR	R YES □ N	10 🗆	
1.	PROCUREMENT:	•	ox below for t	he method of	procurement for this	contract:		
•	□ ABA Criteria □ Request for Proposal □ Competitive Bid □ Request for Qualifications □ Intergovernmental □ Emergency Invitation for Bid Cooperative Contract □ Sole Source by Justification (Justification must be attached) □ Sole Source by Intent to Award □ Sole Source by Law - Act # or Statute #:							
۷.	2. TERM DATES: The term of this agreement shall begin on and shall end on					d/yyyy)		
3.	CONTRACTING F		ter referred to	o as the agenc	y and vendor is herei	in after referred to a	s the Vendor.	
	AGENCY NUMBE	R & NAME	0710-DHS				☐ Service Bureau	
[VENDOR NAME							
		VENDOR ADDRESS						
	TRACKING # 1 TRACKING # 2							
4/	AA. PROJECTED TOTAL CONTRACT COST:							
	Projected total cost of entire project if all available extensions of this contract are completed (up to the date anticipated and stated in Section 13)							
4E	B. CALCULATIONS OF COMPENSATION: For work to be accomplished under this agreement, the Vendor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.							
	LEVEL OF NUMBER PERSONNEL			COMPENSATION RATE	N TOTAL LEVE	_		
	Total compens		-		nent			
	REIMBURSABLE EXPENSES ITEM (Specify)				ESTIMATED RATE OF REIMI	В.	AL	

Total reimbursable expenses

Total compensation inclusive of expense reimbursement

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5. SOURCE OF FUNDS:

Complete appropriate box(es) below to total 100% of the funding in this contract. You may use an attachment if needed.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Federal Funds					
State Funds**					
Cash Funds					
Trust Funds					
Other Funds					

^{*} MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

6.	RENDERING	OF COMP	PENSATION:

tainment of the agreement listed herein is as follows, or in attachment no to this agreement.	
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7. OBJECTIVES AND SCOPE:

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

8. PERFORMANCE STANDARDS:

List Performance standards for the term of the contract. (If necessary, use attachments)

See Attachment

^{** &}quot;State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

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List ALL attachments to this contract by attachment number:

4Λ	CERTIFIC	ATION	OE V	ENDOD
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(Vendor)	(Title)
certify under penalty of perjury that, to the best of my	knowledge and belief, no regular full-time or part-
time employee of any State agency of the State of Ark	ansas will receive any personal, direct or indirect
monetary benefits which would be in violation of the	aw as a result of the execution of this contract."
Where the Vendor is a widely-held public corporation	, the term 'direct or indirect monetary benefits' "shall

monetary benefits which would be in violation of the law as a result of the execution of this contract."

Where the Vendor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies) (If no contracts or subcontracts, please put "N/A" or "None")

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency? (If no controversies, please put "N/A" or "None")

D. The Vendor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Vendor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Vendor (subcontractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP

E. The agency shall exercise no managerial responsibilities over the Vendor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

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11. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

12. CANCELLATION CLAUSES

A. NON-APPROPRIATION CLAUSE PURSUANT TO §19-11-1012(11):

"In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial periodcovered by the term of this contract for the services to be provided by the Vendor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes."

"This provision shall not be construed to abridge any other right of termination the agency may have."

B. CONVENIENCE CLAUSE:

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

13. <u>TERMS</u>

as agreed to separately in writing by both parties.	in 2 and will end on the date in SECTION 2, and/or
This contract may be extended until	(mm/dd/yyyy), in accordance with the terms stated
in the Procurement, by written mutual agreement of both Department of Finance and Administration/Director of O necessary funding, and review by any necessary state o	ffice of State Procurement, appropriation of

The term of this agreement begins on the date in SECTION 2 and will and on the date in SECTION 2 and/or

Contracts will require review by Legislative Council or Joint Budget Committee <u>prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date if the total initial contract amount or the total projected amount is greater than or equal to \$50,000, including any amendments or possible extensions.</u>

Any amendment which increases the dollar amount or involves major changes in the objectives and scope of the contract will require review by Legislative Council or Joint Budget Committee.

14. <u>AUTHORITY</u>

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

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Contact #1 - Agency Representative submitting	ng/tracking this contract
(Name)	(Title)
(Telephone #)	(Email)
Contact #2 – Agency Representative with know	wledge of this project (for general questions and responses)
(Name)	(Title)
(Telephone #)	(Email)
Contact #3 – Agency Representative Director	or Critical Contact (for time sensitive questions and responses)
(Name)	(Title)
(Telephone #)	(Email)
	ATIONS WILL BE INCURRED BY A STATE AGENCY E TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.
ENDOR DATE	AGENCY DIRECTOR DATE
TLE	TITLE
TLE	TITLE Arkansas Department of Human Services
TLE	
DDRESS	Arkansas Department of Human Services PO Box 1437 Slot
	Arkansas Department of Human Services PO Box 1437 Slot Little Rock, AR 72203-1437