STATE OF ARKANSAS
PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #		**FEDERAL I.D. #**	
VENDOR #		**MINORITY VENDOR**	**YES** ☐ **NO** ☐

1. PROCUREMENT:

Check ONE appropriate box below for the 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 #:** _____
☐ **Exempt By Law**

2. TERM DATES:

The term of this agreement shall begin on _____ **and shall end on** _____ **.**
(mm/dd/yyyy) (mm/dd/yyyy)

3. CONTRACTING PARTIES:

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Vendor.

AGENCY NUMBER & NAME	0710-DHS ----------	☐ Service Bureau

VENDOR NAME			
VENDOR ADDRESS			
TRACKING # 1		**TRACKING # 2**	

4A. 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)	

4B. 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 PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL
			$ 0.00
			$ 0.00
			$ 0.00

Total compensation exclusive of expense reimbursement $ 0.00

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL
		$ 0.00
		$ 0.00
		$ 0.00

Total reimbursable expenses $ 0.00

Total compensation inclusive of expense reimbursement $ 0.00

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					
			TOTALS	$ 0.00	0.0

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

**** "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."**

6. RENDERING OF COMPENSATION:
The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. _____ to this agreement.

Payment shall be made after services are rendered and an invoice received.

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

9. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

10. CERTIFICATION OF VENDOR

A. "I, _____ _____
(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 Arkansas will receive any personal, direct or indirect 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")

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 (sub-contractors), 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.

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. TERMS

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until _____ (mm/dd/yyyy)**, in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.**

Contracts will require review by Legislative Council or Joint Budget Committee 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.

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. AUTHORITY

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.

15. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

(Name)	**(Title)**
(Telephone #)	**(Email)**

Contact #2 – Agency Representative with knowledge 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)**

16. AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

17. SIGNATURES:

VENDOR **DATE**	**AGENCY DIRECTOR** **DATE**
TITLE	**TITLE** Arkansas Department of Human Services
	PO Box 1437 Slot Little Rock, AR 72203-1437
ADDRESS	**ADDRESS**

APPROVED: _____ _____

DEPARTMENT OF FINANCE AND ADMINISTRATION **DATE**