



**STATE OF ARKANSAS  
PROFESSIONAL CONSULTANT SERVICES CONTRACT**

Contract # : \_\_\_\_\_

**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					
<b>TOTALS</b>					

\* **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.

**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



**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 period covered 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.

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

**Contact #1** – Agency Representative submitting/tracking this contract

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_____ <b>(Name)</b>	_____ <b>(Title)</b>
_____ <b>(Telephone #)</b>	_____ <b>(Email)</b>

**Contact #2** – Agency Representative with knowledge of this project (for general questions and responses)

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_____ <b>(Name)</b>	_____ <b>(Title)</b>
_____ <b>(Telephone #)</b>	_____ <b>(Email)</b>

**Contact #3** – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

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_____ <b>(Name)</b>	_____ <b>(Title)</b>
_____ <b>(Telephone #)</b>	_____ <b>(Email)</b>

**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:**

<p>_____ <b>VENDOR</b></p> <p>_____ <b>DATE</b></p>	<p>_____ <b>AGENCY DIRECTOR</b></p> <p>_____ <b>DATE</b></p>
<p>_____ <b>TITLE</b></p>	<p>_____ <b>TITLE</b></p> <p>Arkansas Department of Human Services</p> <p>PO Box 1437 Slot Little Rock, AR 72203-1437</p>
<p>_____ <b>ADDRESS</b></p>	<p>_____ <b>ADDRESS</b></p>

**APPROVED:** \_\_\_\_\_

DEPARTMENT OF FINANCE AND ADMINISTRATION	DATE
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