

## ATTENTION CONTRACTORS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although contractors are encouraged to have a viable equal opportunity policy, a written response stating the contractor does not have such an EO Policy will be considered that contractor's response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The UAMS Contract Services Department will maintain a database of policies or written responses received from bidders.

**Effective August 2005, this is a mandatory requirement when submitting an offer as described above.**

Should you have any questions regarding this requirement, please contact my office by calling (501) 686-6134.

Sincerely,

*Suzanne Leslie*

Suzanne Leslie, APO  
UAMS Director of Contract Services

**To be completed by business or person submitting response: (check appropriate box)**

**EO Policy Attached**

**EO Policy previously submitted to UAMS Contract Services**

**EO Policy is not available from business or person**

**Company Name**

**Or Individual:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

## INSTRUCTIONS FOR USE OF PCS FORM

Please use the **TAB** key to advance to each field/typing area. These fields have limited characters; *make sure your narrative does not type outside the margins/boundaries.*

Use of this form will require Adobe Reader Software. You will be able to complete the form and print if you have the latest version of Adobe (5.0 at this time). If you find you cannot “print” – look for the Adobe Reader icon located on the Support Services web site bar (to the left and at the bottom of the bar) and click on the icon. This will begin loading of Version 5.0, after which you will be able to complete and print the form. When you are ready to print the form – use the printer icon on the tool bar located directly above the form – DO NOT USE the printer icon on the main header tool bar of your screen.

Be aware, you will not be able to “save” the form if you do not have the “**Approval 5**” version of Adobe Acrobat – and will need to complete the entire form and print without pause. In order to fully utilize this form you should purchase the “Approval 5” software license version.

If you have any questions regarding the form, please contact Tricia Langston, Contract Services Department at 501-686-8451.

**Please continue to next page to begin completing the PCS Form.**





# STATE OF ARKANSAS PROFESSIONAL/CONSULTANT SERVICES CONTRACT

**8. ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

Attachment I – University of Arkansas for Medical Sciences Terms & Conditions  
Must be submitted with this Professional/Consultant Services Contract.

---



---



---



---



---

**9. CERTIFICATION OF CONTRACTOR**

A. “I, \_\_\_\_\_ (Contractor) \_\_\_\_\_ (Title) certify under penalty of perjury, 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 contractor 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.)

---



---

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?

---



---

D. The contractor agrees to list below, or on an attachment hereto, names, 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 contractor 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 contractor (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 contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

**STATE OF ARKANSAS**  
**PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

10. **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 contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulation pursuant thereto. The contractor 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.

11. **NON-APPROPRIATION CLAUSE:**  
“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 contractor, 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.”

12. **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 \_\_\_\_\_, 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.

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the 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 of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

13. **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 §19-11-1000 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



**STATE OF ARKANSAS  
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

**ATTACHMENT I**

**UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES  
TERMS AND CONDITIONS**

**MEDICARE EXCLUSION NOTICE**

Contractor represents and warrants that it is not excluded from participation, and is not otherwise ineligible to participate, in a "Federal Health Care Program" as defined in 42 U.S.C.~1320a-7b(f) or in any other government payment program. In the event Contractor is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Contractor will notify Agency in writing within three (3) days after such event, and upon the occurrence of such event, whether or not such notice is given to Agency, Agency may immediately terminate this Agreement upon written notice to Contractor.

**PATIENT CARE SERVICES**

Contractor agrees to provide for the consistent performance of patient care processes as regulations may apply to the Contractor's services. This will be done in accordance with JCAHO & Arkansas Department of Health requirements as outlined in the Guide for Accreditation of Hospitals & Arkansas Department of Health guidelines.

**MEDICAL AND HEALTH INFORMATION**

Agency shall not disclose to Contractor or provide Contractor with access to any specific information about patients, including any individually identifiable health information as defined in the Standards for Privacy of Individually Identifiable Health Information Regulations, 45 C.F.R. ~164.501 ("Confidential Health Information"). If applicable to services provided by Contractor, Contractor agrees to execute a "UAMS Confidentiality Agreement" and a "UAMS Business Associate Agreement" to be provided by Agency for the purpose of protecting the confidentiality of information and to restrict any unauthorized use of disclosure of any Confidential Health Information which may violate federal or state laws.

## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:  Yes  No      SUBCONTRACTOR NAME: \_\_\_\_\_

IS THIS FOR:      TAXPAYER ID NAME:  Goods?     Services?     Both?

YOUR LAST NAME: \_\_\_\_\_      FIRST NAME: \_\_\_\_\_      M.I.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_      STATE: \_\_\_\_\_      ZIP CODE: -      COUNTRY: \_\_\_\_\_

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

### FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

### FOR A VENDOR (BUSINESS) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

*\*NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED*

**CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**

**Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.**

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
  
2. I will include the following language as a part of any agreement with a subcontractor:  

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
  
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

**AGENCY USE ONLY**

Agency Number 150 Agency Name UAMS Agency Contact Person Suzanne Leslie Contact Phone No. 501-686-6134 Contract Or Grant No. \_\_\_\_\_

*\*NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED*

**PROFESSIONAL/CONSULTANT SERVICES  
FUNDS DISTRIBUTION FORM**

**Provide Fund Distribution Information for Each Fiscal Year of the Contract Term**

CONTRACTOR \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

FY \_\_\_\_\_ / \_\_\_\_\_ FUND \_\_\_\_\_ COST CENTER \_\_\_\_\_

COMPENSATION EXPENSES: \$ \_\_\_\_\_ REIMBURSABLE EXPENSES: \$ \_\_\_\_\_

---

FY \_\_\_\_\_ / \_\_\_\_\_ FUND \_\_\_\_\_ COST CENTER \_\_\_\_\_

COMPENSATION EXPENSES: \$ \_\_\_\_\_ REIMBURSABLE EXPENSES: \$ \_\_\_\_\_

---

FY \_\_\_\_\_ / \_\_\_\_\_ FUND \_\_\_\_\_ COST CENTER \_\_\_\_\_

COMPENSATION EXPENSES: \$ \_\_\_\_\_ REIMBURSABLE EXPENSES: \$ \_\_\_\_\_

---

FY \_\_\_\_\_ / \_\_\_\_\_ FUND \_\_\_\_\_ COST CENTER \_\_\_\_\_

COMPENSATION EXPENSES: \$ \_\_\_\_\_ REIMBURSABLE EXPENSES: \$ \_\_\_\_\_

---

FY \_\_\_\_\_ / \_\_\_\_\_ FUND \_\_\_\_\_ COST CENTER \_\_\_\_\_

COMPENSATION EXPENSES: \$ \_\_\_\_\_ REIMBURSABLE EXPENSES: \$ \_\_\_\_\_

---

FY \_\_\_\_\_ / \_\_\_\_\_ FUND \_\_\_\_\_ COST CENTER \_\_\_\_\_

COMPENSATION EXPENSES: \$ \_\_\_\_\_ REIMBURSABLE EXPENSES: \$ \_\_\_\_\_

---

FY \_\_\_\_\_ / \_\_\_\_\_ FUND \_\_\_\_\_ COST CENTER \_\_\_\_\_

COMPENSATION EXPENSES: \$ \_\_\_\_\_ REIMBURSABLE EXPENSES: \$ \_\_\_\_\_

---

**DEPARTMENT SIGNATURE AUTHORITY**

<p><b>***NOTE TO DEPT***</b></p> <p>THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PCS FORM THE COMPLETED PCS CONTRACT WILL INCLUDE THE FOLLOWING FORMS:</p> <ol style="list-style-type: none"><li>1) FUNDS DISTRIBUTION FORM</li><li>2) PCS FORM AND GRANT DISCLOSURE FORMS</li><li>3) SOLE SOURCE JUSTIFICATION FORM (if applicable)</li></ol>	<p><b>SUBMIT COMPLETED FORM TO:</b></p> <p>CONTRACT SERVICES, SLOT 762 ATTN: SUZANNE LESLIE, DIRECTOR TRICIA LANGSTON (686-8451)</p>
---	--