



HOSPITALS · RESEARCH · FOUNDATION

## CONTRACT SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (the "Agreement") is made and executed as of August 15, 2022 (the "Effective Date"), by and between **Arkansas Children's Hospital**, an Arkansas nonprofit corporation ("ACH"), and \_\_\_\_\_, a/an \_\_\_\_\_ school within \_\_\_\_\_ with an address of \_\_\_\_\_ ("Contractor" or "School").

### RECITALS

**WHEREAS**, ACH has organized a program called Project Prevent Youth Coalition ("PPYC"), which is funded by the Arkansas Department of Health ("ADH") Tobacco Prevention and Cessation Program;

**WHEREAS**, ADH has made funding available to ACH to establish local PPYC groups in schools throughout the state of Arkansas;

**WHEREAS**, ACH is in need of support services for the PPYC student organizations that are established in the schools;

**WHEREAS**, Contractor, based upon its experience providing for the administrative, curriculum and programming needs of students and teachers, can provide the services ACH has requested; and

**WHEREAS**, ACH wishes to retain Contractor to provide the Services (defined below) and Contractor wishes to be so engaged;

**THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Engagement. Upon the terms and conditions contained herein, ACH engages Contractor, and Contractor accepts such engagement as an independent contractor, to provide the following services (the "Services"):

Throughout the Term of this Agreement, Contractor shall disseminate administrative and financial support for teachers and students of the School's PPYC group for the group's use for the following in connection with PPYC activities:

Educational Items  
Printing  
Copying  
Catering  
Mileage Reimbursement  
Substitute Teacher Reimbursement  
Meal Reimbursement  
Lodging Reimbursement

2. ACH Contact. Contractor's ACH contact for the performance of this Agreement will be: Laura Taylor, Community Outreach Specialist, (501) 364-3883.
3. Performance of Services. Contractor agrees to perform the Services in accordance with general guidelines proscribed by ACH from time-to-time; however, ACH shall have no control or direction over Contractor's particular means, methods, and/or procedures for performing the Services hereunder outside of the general guidelines proscribed. Contractor, however, agrees to perform the contractual duties described herein in a faithful, diligent, and professional manner.
4. Term and Termination. The term of this Agreement shall commence on the Effective Date and end upon June 30, 2023 (the "Term"), unless earlier terminated as provided herein.
  - a. *Termination with or without Cause*. Either party may terminate this Agreement with or without cause by giving the other party thirty (30) days' prior written notice.
  - b. *Immediate Termination by ACH*. ACH may immediately terminate this Agreement at any time without liability upon the occurrence of any of the following events:
    - i. Contractor engaging in any act that constitutes (1) a felony under any state law of the law of the United States, (2) gross, willful or wanton negligence or misconduct in rendering the Services, (3) breach of any fiduciary duty to ACH, (4) embezzlement, or (5) fraud;
    - ii. Contractor engaging in any act that brings ACH into disrepute in the community; or
    - iii. Contractor's failure to fulfill and perform the duties and covenants hereunder in a faithful, diligent and efficient manner.
  - c. *Automatic Termination*. This Agreement shall automatically terminate as provided in Section 6.
  - d. *Effect of Termination*. Upon expiration or termination of this Agreement, as herein provided, neither party shall have any further obligation hereunder except for the obligations, promises, or covenants contained herein that expressly extend beyond the Term of this Agreement.
5. Compensation. As full compensation for the Services to be provided hereunder, Contractor will be paid an aggregate amount of Five Hundred Dollars (\$500.00), payable in one installment. The Installment Payment will be paid by ACH to Contractor upon both parties' execution of this Agreement.
6. Excluded Provider. Contractor warrants that neither it, as a corporate entity, nor any individual employed by it assigned to provide Services for ACH, is currently listed as a Sanctioned Provider by the Office of the Inspector General or barred from participation in healthcare programs by any other relevant state or federal agency. Contractor shall promptly notify ACH in the event that either it or an individual assigned to ACH becomes sanctioned or barred. When so notified, or when ACH learns this information from another source, ACH shall have the right to immediately terminate this Agreement with no penalties or other obligations to Contractor other than to pay for services rendered by Contractor and related expenses incurred prior to the termination, less any damages suffered by ACH as a result of Contractor utilizing a barred or sanctioned individual or provider to provide services to ACH, or to require that the sanctioned or barred individual be replaced.

7. Confidentiality. Contractor acknowledges that during the Term of this Agreement, Contractor is in a position to become acquainted with various aspects of the Confidential Business Information (as defined below) of ACH. Contractor acknowledges that all Confidential Business Information constitutes specialized and highly sensitive information not generally known in the health care community and that it constitutes trade secrets. Further, Contractor acknowledges that the use or dissemination of the Confidential Business Information, except as expressly authorized by ACH, is prohibited and would seriously damage ACH.

During the Term of this Agreement and until such time as any Confidential Business Information shall become common knowledge or unless Contractor shall be required to disclose Confidential Business Information by judicial process, Contractor shall not, without the prior written consent of ACH, directly or indirectly:

- a. Disclose, furnish, or make accessible to any person or use in any manner any of the Confidential Business Information; or
- b. Take any action which might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of any of the Confidential Business Information.

For purposes of this Section, "Confidential Business Information" means all the materials, information and ideas of ACH, including without limitation, patient names; patient lists; patient records; patient information; operational methods and information; third-party reimbursement agreements or arrangements; proposals for services; accounting, financial and compensation information; marketing and pricing information and related materials; internal publications and memoranda; and other matters considered confidential or constituting a trade secret by ACH.

8. Relationship of the Parties. In the performance of the work, duties and obligations contemplated under this Agreement, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent contractor, and nothing in this Agreement is intended nor shall it be construed as to create between ACH and Contractor an employment relationship. ACH shall neither have nor exercise any control or direction over the methods by which Contractor performs its services. The sole interest and responsibility of ACH is to comply with licensing, regulatory, and accreditation standards applicable to ACH and Contractor and to ensure that the Services are performed and rendered in a competent, efficient, and satisfactory manner. The parties to this Agreement shall comply with all applicable licensing, regulatory, and accreditation standards.
9. Notices. Any notice required by this Agreement shall be in writing and shall be deemed to have been properly given to a party (a) if hand-delivered, or if sent by fax, upon receipt, or (b) if delivered by overnight courier service, effective on the day following delivery to such courier service, (c) if mailed by United States registered or certified mail, return receipt requested, postage prepaid, effective two (2) days after deposit in the United States Mail, addressed to the address or faxed to the fax number set forth below, or to such address or fax number as the parties may designate by giving notice pursuant to this Section:

If to ACH:                      Director of Community Outreach  
Arkansas Children's Hospital  
One Children's Way, Mail Slot 669  
Little Rock, AR 72202

With a copy to: SVP & General Counsel  
Arkansas Children's Hospital  
One Children's Way, Mail Slot 301  
Little Rock, AR 72202  
Facsimile: (501) 364-7777

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. **Assignment and Delegation.** Notwithstanding any other provision of this Agreement, neither this Agreement nor any of the rights or duties hereunder may be assigned or delegated by either party except as expressly authorized in the Agreement.
11. **Section Headings.** Section headings in this Agreement are for reference and convenience only and shall not be used in interpreting the Agreement nor will they affect the meaning of the Agreement.
12. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.
13. **Waiver of Breach.** The failure of either party to object to or take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of the breach or any prior or future breaches of this Agreement.
14. **Amendment to this Agreement.** This Agreement may be amended upon mutual agreement of the parties during the Term of the Agreement. Amendments shall be in writing and shall be signed by both parties.
15. **Access to Books and Records.** Contractor shall maintain all books and records relating or pertaining to this Agreement (including any and all documents and other materials that support or underlie those books and records) for the Term of this Agreement and for at least four (4) years following the completion of this Agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to ACH through its employees, agents, representatives, contractors or other designees, as well as to the Secretary of Health and Human Services, the U.S. Comptroller General, and their representatives, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location convenient for ACH. If Contractor carries out any of its duties under this Agreement through a subcontract for the value or cost of ten thousand dollars (\$10,000.00) or more over a twelve month period with a related organization, such subcontract shall contain a clause placing the same duty on the subcontractor as this clause places on Contractor.
16. **Equal Opportunity.** If applicable, ACH and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**If applicable, ACH and Contractor shall also abide by the requirements of 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

17. Entire Agreement. This Agreement constitutes the entire understanding of the parties to hereto with respect to the subject matter of this Agreement and supersedes all prior proposals, representations, communications, negotiations, and previous agreements relating to the subject matter of this Agreement between the parties, whether oral or written.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the Effective Date.

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**ARKANSAS CHILDREN'S HOSPITAL:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**Arkansas Children’s Hospital – Project Prevent Youth Coalition**  
**ADVISOR STIPEND GUIDELINES**  
**2022-2023 School Year**

The Project Prevent Youth Coalition is a program organized by Arkansas Children’s Hospital (ACH) and funded by the Arkansas Department of Health (ADH) Tobacco Prevention and Cessation Program. ADH has made funding available to ACH to establish local Project Prevent Chapters in schools and various youth organizations throughout the state of Arkansas. Grant funds are available to be awarded by ACH to adults who serve as local Project Prevent Chapter Advisors and meet the guidelines specified herein. The Project Prevent Advisor, by signing below, agrees to serve as an advisor to a local Project Prevent Chapter in the following school/school district, or youth organization:

School or Youth Organization Name: \_\_\_\_\_

School District (if applicable): \_\_\_\_\_

**Project Prevent Advisor Roles and Responsibilities**

In his or her role as a Project Prevent Chapter Advisor, the individual agrees to be the primary adult liaison of the Chapter at the school or organization identified above, and to perform all of the duties necessary and normally associated with that position, included, without limitation, the following:

- Obtain approval through the school, or governing body of the Project Prevent Advisor’s organization, to establish a recognized Project Prevent Chapter
- Recruit at least five (5) youth to participate regularly in a Project Prevent Chapter at the school or youth organization
- Attend live or watch recordings of all eight (8) Project Prevent ONLINE statewide meetings during the current school year with student members of the Chapter (4 per semester)
- Facilitate at least one (1) Chapter meeting with student members each month during the current school year
- Submit a monthly electronic chapter report to the Project Prevent Statewide Coordinator
- With the technical assistance of the Project Prevent Statewide Coordinator, host events during the school year
- Attend and advise all of the Project Prevent Chapter events and meetings
- Travel with the Chapter to events and meetings for which travel is necessary or appropriate
- Attend all meetings, training seminars and/or webinars required for Project Prevent Advisors
- Attend the statewide Project Prevent Annual Conference or Next Generation Summit with at least five (5) Chapter members (grant funds may be available to assist with travel expenses)
  - It is understood that attending the conference or summit will be a decision for your school/organization and you will not be held accountable if it is not approved for your group to attend. We only ask that you make every effort.
- Use his or her best efforts to promote and maintain the success and reputation of Project Prevent and set, promote, and enforce the highest standards of leadership, ethical behavior, and citizenship
- Comply with all rules and regulations of Project Prevent (including, without limitation, the school’s or youth organization’s tobacco, drug and alcohol use policies) and promote and enforce compliance with those rules and regulations by the student Chapter members

**Stipend**

The Project Prevent Advisor acknowledges that, for each school year the Advisor meets the applicable goals set forth below, he/she will earn a stipend in the amount of **\$1,000.00**. The stipend will be issued no later than **June 30, 2023**.

**Term**

The Project Prevent Advisor Duties will begin approximately **August 15, 2022** and end approximately **May 30, 2023**.

**Goals**

Fall Semester Goals:

- Recruit at least five (5) active members for the Project Prevent Chapter
- Attend live or watch recordings of all four (4) Project Prevent online statewide meetings with chapter members
  - September, October, November and December
- Attend the Project Prevent Annual Conference (for grades 7-12) with a minimum of five (5) students
  - It is understood that attending the conference will be a decision for your school/organization and you will not be held accountable if the field trip is not approved for your group to attend. We only ask that you make every effort.
- Host a minimum of two (2) Chapter Events
  - A list of pre-approved events will be provided, but unique and creative ideas are welcome and encouraged

Spring Semester Goals:

- Attend live or watch recordings of all four (4) Project Prevent online statewide meetings with chapter member
  - February, March, April and May
- Attend the Next Generation Summit (for grades 4-6) with a minimum of five (5) students
  - It is understood that attending the summit will be a decision for your school/organization and you will not be held accountable if the field trip is not approved for your group to attend. We only ask that you make every effort.
- Host a minimum of two (2) Chapter Events
  - A list of pre-approved events will be provided, but unique and creative ideas are welcome and encouraged

Stipend payments will be paid no later than **June 30, 2023**, if *Fall and Spring Semester Goals* are met. This amount does NOT reflect tax withholdings. It is the responsibility of the Project Prevent Advisor to file all necessary tax documents associated with receiving this stipend.

**Supplies and Materials**

The Statewide Project Prevent Youth Coalition will provide **\$500.00** to each funded Project Prevent Chapter to purchase the necessary supplies and materials required to perform the duties set forth above. The Advisor is expected to make such supplies and materials available to students of the Chapter. A list of pre-approved supplies and materials will be provided by Project Prevent. Items not pre-approved **MUST** be approved by the Project Prevent Statewide Coordinator prior to purchasing.

**Termination of PPYC Advisor Duties**

The Project Prevent Advisor may relinquish his or her Advisor Duties prior to the end of the current school year by providing written notice to the Statewide Coordinator, provided that the Advisor will not be eligible for any Stipend funds not already received. The Advisor acknowledges and agrees that ACH may remove any Advisor from his/her role at any time, in which event the Advisor would not be eligible for any Stipend funds not already earned.

The undersigned, as of the applicable date set forth below, hereby acknowledges and agrees to the foregoing Advisor Stipend Guidelines and consents the Advisor serving in the role of a Project Prevent Chapter Advisor during the 2021-2022 school year.

**Project Prevent Advisor:**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

**School Administrator:**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ Date: \_\_\_\_\_