

BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:	Secure Outcomes Inc.			
Address:	2942 Evergreen Parkway, Suite 300			
City:	Evergreen	State:	CO	Zip Code: 80439
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit			
Minority and Women-Owned Designation*:	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Women-Owned			
AR Certification #:		* See Minority and Women-Owned Business Policy		

PROSPECTIVE CONTRACTOR CONTACT INFORMATION	
Provide contact information to be used for bid solicitation related matters.	
Contact Person:	Jack Harper Title: President
Phone:	303-670-8375 Alternate Phone: 303-878-6126 (cell)
Email:	jharper@secureoutcomes-hq.com

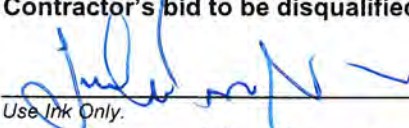
CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input checked="" type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.
<p>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</p>

ILLEGAL IMMIGRANT CONFIRMATION
By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

ISRAEL BOYCOTT RESTRICTION CONFIRMATION
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.
<input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.

An official authorized to bind the Prospective Contractor to a resultant contract must sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified:

Authorized Signature:  Title: President
Use Ink Only.
 Printed/Typed Name: JACK HARPER Date: 4 MARCH 2020

Cost Workbook
IFB#
Fingerprint Scanning Solution

Fields highlighted in yellow shall be used in calculating low price determination. Prospective Contractors shall not alter the Cost Workbook. Totals must be inclusive of all forty (40) DHS County Office locations across the state.

Table 1

Equipment Purchase		Total
Individual Fingerprint Scanning device		
\$ 3,600.00	40	\$144,000.00

*Provide the total purchase price for all devices and equipment required for Contractor's solution meeting the requirements of the IFB.

Table 2

Implementation		Total
One Time Cost	\$	6,000.00

*Provide the total, one time cost (including travel and delivery expenses) for all implementation activities necessary to fully implement the solution in . The cost proposed will be an all-inclusive cost in order for the Contractor to successfully complete all implementation activities in order for the system to Go-Live.

Table 3

Annual	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Total
Licensing	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 28,000.00
Support	\$ 14,000.00	\$ 12,200.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 56,200.00
Hosting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Provide the annual cost for licensing, maintenance, and user & technical support including annual provision of an updated training manual as required by the IFB.

Table 4

Customization and Enhancements (Not Evaluated)	
Hourly rate	\$ 150.00

*Provide an hourly rate for any customization or enhancements not covered by the scope of the RFP.

Table 5

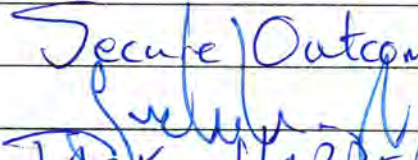
Grand Total
\$150,000.00

The Contractor shall agree to provide to DHS, at DHS option, up to an additional sixty (60) complete Live Scan fingerprinting stations, including all necessary equipment, hardware and software, at any time during the contracted term and at the same purchase price specified by Contractor on the Bid Price Sheet.

SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are **NON-mandatory** **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

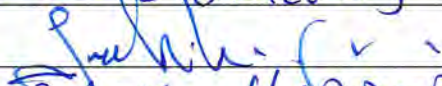
By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Vendor Name:	Secure Outcomes Inc	Date:	04 March 2020
Signature:		Title:	President
Printed Name:	JACK HARPER		

SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are **NON-mandatory** **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

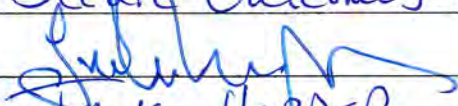
By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Vendor Name:	Secure Outcomes Inc.	Date:	04 March 2020
Signature:		Title:	President
Printed Name:	JACK HARPER		

SECTION 3 - VENDOR AGREEMENT AND COMPLIANCE

- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

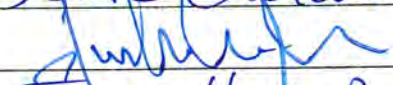
By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Vendor Name:	Secura Outcomes Inc.	Date:	04 March 2020
Signature:		Title:	President
Printed Name:	JACK HARPER		

SECTION 4 - VENDOR AGREEMENT AND COMPLIANCE

- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Vendor Name:	Secure Outcomes Inc.	Date:	04 MARCH 2020
Signature:		Title:	President
Printed Name:	JACK HARPER		

PROPOSED SUBCONTRACTORS FORM

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.


PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP
N/A		

☒ **PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.**

By signature below, vendor agrees to and **shall** fully comply with all Requirements related to subcontractors as shown in the bid solicitation.

Vendor Name:	Secure Outcomes Inc	Date:	04 March 2020
Signature:		Title:	President
Printed Name:	JACK HARPER		

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING**

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
Submittal of Required Plans The Contractor shall submit for approval to the Arkansas Department of Human Services (DHS) all required plans within thirty (30) days of contract start: <ul style="list-style-type: none"> a. Implementation and Testing Plan; b. Training and Organizational Change Management Plan; c. Deployment and Support Plan; d. Training Manual; e. Troubleshooting Guide; and f. Web-based Training Module 	The Contractor must maintain one hundred percent (100%) compliance with this item throughout the term of the contract. Training manual and module and Troubleshooting Guide shall be updated yearly or more frequently as necessary to reflect changes in the fingerprinting configuration.	Damages of one percent (1%) per day, per deliverable, for each day that deliverable is late shall be assessed by DHS, calculated using the annual cost for licensing, maintenance, and user & technical support costs.
Testing and Correction of Deficiencies The Contractor shall address and fix all deficiencies identified by both Contractor and DHS during system testing as set forth in IFB.	Deficiencies must be corrected before June 30, 2020. Contractor shall participate in up to two (2) DHS-run Disaster Recovery/Business Continuity Tests each year.	Damages of one percent (1%) per day that deficiencies are not corrected after the go-live date, calculated using the annual cost for licensing, maintenance, and user & technical support costs.
Configuration Delivery The Contractor shall deliver and install fully functioning electronic fingerprint capture/control software and fingerprint scanning devices (collectively called the "Fingerprint Configuration") per the requirements set forth in this IFB and the subsequent contract by June 30, 2020.	One hundred percent (100%) of the forty (40) Implementation Locations identified in the IFB shall have fully functioning Fingerprint Configurations delivered and installed by June 30, 2020. Any additional fingerprint configurations for other DHS locations shall be delivered and installed on a schedule approved by DHS.	Damages of one percent (1%) per day that deficiencies are not corrected after June 30, 2020, calculated using the annual cost for licensing, maintenance, and user and technical support costs.
Training The Contractor shall complete all training activities as defined in the training and Organizational Change Management Plan.	The Contractor shall train all designated DHS staff before June 30, 2020.	Damages of one hundred dollars (\$100.00) per day that the training activities are incomplete past the date agreed upon during contract negotiations shall be assessed by DHS.
Uptime The Contractor shall maintain a system that meets the uptime requirements defined in the IFB.	Uptime must be ninety-nine percent (99.0%) for all sites. Uptime shall be reported on a monthly basis for each site.	Damages of one-half percent (0.5%) per whole percentage point deficiency in uptime requirement, calculated monthly using

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		the annual cost for licensing, maintenance, and user & technical support costs.
Support Contractor shall provide support for contractor-provided components of the Fingerprint Configuration (capture/control software and fingerprint scanning devices) seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year that meets the response requirements defined in the IFB, Section 2.6.	<p>The Contractor must maintain one hundred percent (100%) compliance with this item throughout the term of the contract.</p> <p>Contractor shall meet response goals as outlined in the Severity Impact table in Section 2.6A4(c) one hundred percent (100%) of the time.</p>	<p>Damages of five hundred dollars (\$500.00) per hour, per support case for any response that exceeds the defined response goal shall be assessed by DHS.</p> <p>Damages of five hundred dollars (\$500.00) per unavailability of support manager shall be assessed by DHS.</p>
Security Breaches The Contractor shall report all security breaches to the Contract Monitor via email and by telephone as required in the IFB.	Notification to Contract Monitor within one (1) business hour of a security breach.	Damages of one thousand dollars (\$1000.00) per business hour for every business hour the Contract Monitor is not notified of a security breach shall be assessed by DHS.
Maintenance 1. The Contractor shall ensure that the Fingerprint Configuration and all sub-components (equipment, hardware, software, etc.) receive regular updates to remain n-1 compliant for non-security related changes within thirty (30) days of official release. 2. The Contractor shall ensure that the Fingerprint Configuration and all sub-components (equipment, hardware, software, etc.) must receive any security related updates within seventy-two (72) hours of official release. 3. The Contractor shall request and receive DHS approval for any planned maintenance or downtime. 4. The Contractor shall maintain a monitoring and alert system to proactively notify DHS whenever there is an issue with the fingerprint configuration. 5. The Contractor shall proactively notify DHS of any changes or events that could affect the	<p>The Contractor must maintain one hundred percent (100%) compliance with this item throughout the term of the contract.</p>	<p>Damages of one hundred dollars (\$100.00) per day, per machine, that is not updated pursuant to the regular updates requirement, shall be assessed by DHS.</p> <p>Damages of five hundred dollars (\$500.00) per day, per machine, that is not updated pursuant to the security-related updates requirement, shall be assessed by DHS.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>operation of the fingerprint configuration.</p> <p>6. The Contractor shall provide a mechanism for user maintenance (add, remove, change users) and shall process all requests within one (1) business day. Business days shall be defined as Monday-Friday, 7:00 a.m. to 6:00 p.m., Central Time, excluding State (Arkansas) approved holidays. The Contractor shall also provide a mechanism for emergency user maintenance requests to be processed within two (2) hours</p>		
<p>Reporting</p> <p>A. Contractor shall submit for DHS approval the following deliverables each month no later than the 15th of the month:</p> <ol style="list-style-type: none"> 1. <u>Billing Report</u> – this report shall provide monthly billing and usage reports, including but not limited to originating agency identification number (ORI), division, user, volume, and any other usage or billing data requested by DHS. 2. <u>Monthly Status Report</u> – this report shall provide status information, including but not limited to uptime information, support calls/tickets with resolution time and detail, planned outage information, any security incident detail, and any other change details that can affected the normal operation of the Fingerprint Configuration. <p>B. The Contractor shall provide recommendations to DHS on how to make the Fingerprint Configuration operate more efficiently and effectively yearly or as needed.</p> <p>C. The Contractor shall comply with any audit or other information requests for information within three (3) business days at the Contractor's cost. Business days shall be defined as Monday-Friday, 7:00 a.m. to 6:00 p.m.,</p>	<p>The Contractor must maintain one hundred percent (100%) compliance with this item throughout the term of the contract.</p>	<p>Damages of one hundred dollars (\$500.00) per day late, per report required in part A of this Service Criteria, shall be assessed by DHS.</p> <p>Damages of one thousand dollars (\$1000.00) per occurrence of vendor's failure to meet parts B, C, or D of this Service Criteria, shall be assessed by DHS.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
Central Time, excluding State (Arkansas) approved holidays.		
<p>Mandated Reporting</p> <p>Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect:</p> <ul style="list-style-type: none"> a. That a child has been subjected to child maltreatment; b. Died as a result of child maltreatment; c. Died suddenly and unexpectedly; d. Observes a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. <p>or</p> <ul style="list-style-type: none"> e. That an endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<ul style="list-style-type: none"> 1. For each failure to report, DHS may impose: <ul style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. 2. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>supervisor, before reporting maltreatment to the Hotline. Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>		
<p>Conflict of Interest Mitigation During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>The Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>Transition Planning Ninety (90) days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file.</p> <p>Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.</p>
<p>Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</p>	<p>Contractor shall respond to FOIA requests timely and accurately one</p>	<p>1. For each failure to meet performance standard, DHS may</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<ol style="list-style-type: none"> 1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. 2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A). 4. Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements. 	<p>hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>impose:</p> <ol style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. <p>In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and documents.</p> <p>In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance,</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In addition to the specific damages listed above, DHS may, based on Vendor's failure to meet Performance Indicators or any other requirement in the Invitation for Bid (IFB), require Vendor to submit a Corrective Action Plan (CAP) within five (5) business days of request, withhold or reduce payments to Vendor, maintain a negative Vendor Performance Report, and/or terminate the contract. Damages may be withheld from invoice payments.

In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services of it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

ⁱⁱ The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

ATTACHMENT D

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal.

PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas, and the rights and remedies of the parties hereunder shall be determined in accordance with Arkansas law. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required OR Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)
	Scheduled Monthly	Monthly	None	
	Reimbursement Cumulative	Cumulative		

*Reimbursement Method: (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement **Payment Limitations: (Select from the following) Quarterly Cumulative; Monthly Cumulative; None ***Matching Requirements: The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs

covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions. Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including convenience, unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,

- Place no further orders or enter in any additional subcontracts for services,

- Terminate all orders and subcontracts to the extent that they relate to the performance of work

terminated by the Notice of Termination,

Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,

With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.

Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.

Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.

There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of

its obligations hereunder, or the validity or enforceability of this Contract.

All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.

The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for delay in performing under the contract if the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

Confidentiality of Information

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-110-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for

six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that 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 the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Policy & Legal Services Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract; Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;

Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;

Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.

The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to

be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

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 State 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 Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically

amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

TECHNOLOGY ACCESS: When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar

state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, and then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

Employee Background Requirements

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq.*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

Secure Outcomes Inc.
(address)
2942 Evergreen Parkway, Ste 300 Evergreen CO 80439
Attention: Jack Harper, President

(Name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

DHS Division of Medical Services

Attention: Dawn Stehle, DMS Director
P.O. Box 1437, Slot S401
Little Rock, AR 72203-1437

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment;
- Promotion;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

710-20-0026

Contract Number
Attachment Number
Action Number

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: SUBCONTRACTOR NAME:

☐ Yes ☒ No

IS THIS FOR:

Goods? ☐ Services? ☒ Both? ☐

TAXPAYER ID NAME:

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

☐ None of the above applies

FOR AN ENTITY (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 [senator, representative, name of board/ commission, data entry, etc.]	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

Contract Number 710-20-0026
Attachment Number _____

Action Number _____

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 [Signature] Title President Date 04 March 2020

Vendor Contact Person Jack Harper Title President Phone No. 303-670-8375

Agency use only
Agency Number 0710 Agency Name Department of Human Services Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

Agreement _____

Action _____

Attachment _____

BUSINESS ASSOCIATE AGREEMENT**Between****ARKANSAS DEPARTMENT OF HUMAN SERVICES****And**Secure Outcomes Inc.**(Business Name)**26 2400 945
(Business Taxpayer Identification Number)

This Business Associate Agreement ("Agreement") is made effective on _____,
 (the "Effective Date") by and between the Arkansas Department of Human Services ("Covered Entity")
 and _____,
 ("Business Associate,") (collectively, the "Parties").

Background

- a) Covered Entity has been designated as a hybrid entity for the purposes of the HIPAA Privacy Rule, and it has designated several of its component agencies as health care components.
- b) In accordance with the laws of Arkansas, Business Associate provides services for Covered Entity unrelated to treatment, payment, or healthcare operations and therefore the Parties believe a Business Associate Agreement is required. The provision of such services may involve the disclosure of individually identifiable health information from Covered Entity to Business Associate.
- c) The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d) The Parties enter into the Agreement with the intention of complying with the HIPAA Privacy and Security Rule provisions and the Health Information Technology for Economic and Clinical Health (HITECH) Act, that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

DefinitionsCatch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health

Agreement_____

Action_____

Attachment_____

Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) "Breach" shall have the meaning set out in its definition at 45 C.F.R. 164.402, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

(b) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean

(c) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Arkansas Department of Human Services.

(d) "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(e) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

(g) "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his/her designee.

(h) "Unsecured Protected Health Information" shall have the meaning set out in its definition at 45 C.F.R. 164.402; protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of DHHS in the guidance issued under section 13402(h)(2) of Pub. L. 111-5; as such provision is currently drafted and as it is subsequently updated, amended, or revised.

Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the HIPAA Privacy Rule.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

Agreement _____
 Action _____
 Attachment _____

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) Business Associate agrees to report to Covered Entity any unauthorized acquisition, access, use, or disclosure of unsecured PHI the Business Associate holds on behalf of the covered entity, including the identity of each individual who is the subject of the unsecured PHI of which it becomes aware, no case later than ten calendar days after the discovery of the breach;

(e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(f) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(g) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(h) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(i) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(j) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in:

Contract # _____, dated _____,

(known as "the Contract") between the parties, provided that such use or disclosure does not violate the policies and procedures of all HIPAA rules.

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's Privacy and Security policies and procedures.

Agreement _____
 Action _____
 Attachment _____

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached. The Business Associate will notify Covered Entity within 10 calendar days of such a disclosure.

(f) Business Associate may provide data aggregation services relating to the health care operations of the covered entity.

Discovery and Notification of Breach or Incident

(a) Business Associate shall implement reasonable systems, policies, and procedures for discovery of possible HIPAA violations and breaches (as defined by HIPAA rules), and shall ensure that its workplace members and other agents are adequately trained and aware of the importance of timely reporting of possible breaches.

(b) Upon the discovery of any HIPAA violation by the Business Associate or any member of its workforce, (which includes, without limitation, employees, subcontractors and agents), with respect to PHI, the Business Associate shall promptly perform a risk assessment to determine whether a breach of unsecured PHI has occurred and whether or not the breach has resulted in any harm to the owner of the PHI as required by HITECH Act.

(c) The Business Associate shall take immediate steps to mitigate any HIPAA violation with respect to the Covered Entity's PHI that is discovered and shall provide the Covered Entity with written documentation of such steps.

(d) If the Business Associate determines that a breach of unsecured PHI may have occurred, the Business Associate shall notify the Covered Entity of such breach or incident within ten calendar days. The Business Associate will specifically notify the DHS Privacy Officer in writing via posted mail as well as email and will confirm receipt of the email immediately by phone.

Such notice shall include:

- (i) A brief description of the occurrence, including the date of the breach and the date of discovery, if known;
- (ii) To the extent possible, the identity of each individual whose unsecured PHI has been, or is reasonably believed to have been, breached;
- (iii) A description of the types of unsecured PHI involved;

Agreement _____
 Action _____
 Attachment _____

- (iv) A brief description of what the owners of the PHI can do to protect themselves;
- (v) A brief description of what the Business Associate is doing to investigate the breach, mitigate harm to affected individuals, and protect against further breaches; and,
- (vi) Any other information that the Covered Entity reasonably believes necessary to enable it to comply with its obligations under HIPAA.

(e) The Business Associate shall continue to provide the Covered Entity with any additional information related to the required disclosures that becomes available following initial notice of the breach. The Business Associate will fully cooperate with the Covered Entity's investigation.

- 1) For a breach involving unsecured PHI of more than 500 individuals of a state or jurisdiction, the Business Associate shall promptly provide notice of such breach to the Covered Entity, the U.S. Secretary of Health and Human Services and any other federal authorities as required by HIPAA.
- 2) The Business Associate agrees to maintain documentation of all breaches of unsecured PHI for a minimum of six years after the creation of the documentation, and shall make such documentation available to the U.S. Secretary of Health and Human Services upon request.
 - (i) The Business Associate hereby agrees to indemnify and hold the Covered Entity harmless from and against liability and costs, including attorney's fees that are created by any breach resulting from the acts of its employees, agents or workforce members.

Permissible Requests by Covered Entity

Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

Term and Termination

(a) Term. This Agreement shall be effective as of the effective date stated above and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or if it infeasible to return or destroy the protected health information protections acceptable to Covered Entity are extended to such information in accordance with the termination provisions below, or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by covered entity.

Agreement _____
Action _____
Attachment _____

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate shall return to covered entity or, if agreed to by covered entity, destroy all protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, that the business associate still maintains in any form. Business associate shall retain no copies of the protected health information.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed in its name and on its behalf effective as of the Effective Date at the top of this document.

Business Associate: Secure Outcomes Inc.

Signed: [Signature]

Title: President

Date: 04 March 2020

DHS: Division of Medical Services

Signed: _____

Title: _____

Date: _____

This
 Response
 Template
 must be

Question ID	RFP Reference (page number, section number, paragraph)	Specific RFP Language	Question
<i>Example</i>	<i>Page 7, section 1.15, C</i>	<i>J. Vendors may submit multiple bid</i>	<i>May vendors submit more than one bid?</i>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Organizational or Personal Conflict of Interest

(a) Definitions.

(1)(A) "Conflict of Interest" means that:

(i) Because of other activities or relationships with other persons, the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

(ii) The Contractor's objectivity in performing the contract work is or might be otherwise viewed as compromised;

(iii) The Contractor has or is perceived as having impaired objectivity; or

(iv) The Contractor has an unfair competitive advantage.

(1)(B) A conflict of interest may result when:

(i) Activities or relationships create an actual, apparent, or potential conflict of interest related to the performance of the contract; or

(ii) The nature of the contract creates an actual, apparent, or potential conflict of interest with respect to the Contractor in relation to future contracts with the State.

(2) "Contractor" includes the Contractor and its employees, affiliates, consultants, and subcontractors.

(3) "Impaired objectivity" includes without limitation the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be currently utilized or utilized in the future by a person, organization, or institution in the course of implementing any program administered by the Department of Human Services ("the Department");

(B) Connections or access to program details, information, or methodologies that might require or encourage the use of specific products, property or services; or

(C) Significant identification with philosophical viewpoints or other non-public information that might require or encourage the use of specific products, property or services.

(b)(1) The contractor shall certify that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, be it actual, apparent, or potential, for the organization or any of its staff, AND that the contractor has disclosed all relevant information if an actual, apparent, or potential conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of the

contractor. Actual, apparent, or potential conflicts of interest may arise in the following situations:

(A) Unequal access to information – a potential contractor has access to non-public information, including without limitation, data, plans, policies, and other knowledge, through its performance on a government contract;

(B) Biased ground rules – a potential contractor has worked, in one government contract or program, on the basic structure or ground rules of another government contract or future government contract. For example, the Contractor shall not use information gained from this contract to counsel current or future beneficiaries on the provision of services provided now or in the future by the Department; or

(C) Impaired objectivity.

(b)(2) Offerors shall disclose as described above regarding any actual, apparent, or potential conflict of interest regardless of their own opinion that such an actual, apparent, or potential conflict of interest would not result in impaired objectivity.

(b)(3) If an actual, apparent, or potential conflict of interest is disclosed, the Department will take appropriate actions to eliminate or address the actual, apparent, or potential conflict, including without limitation mitigating or neutralizing the conflict or requiring the offeror to provide a satisfactory mitigation plan to the Department identifying specific methods which will be imposed by the offeror to eliminate, to the extent possible, the conflict of interest. The Department may restrict or modify the work to be performed by the contractor to avoid or reduce the actual, apparent, or potential conflict of interest.

(b)(4) If a contractor anticipates working on more than one contract with the Department currently or in the future that is related in any way to this contract, the mitigation plan developed by the contractor shall provide, at a minimum, assurances that no staff, communication, or data will be shared within the organization regarding this contract and any future contract that relates to the scope of services provided under this contract. Information gained by the contractor from this contract shall not be used to benefit the contractor in gaining competitive advantage in future contracts with the State.

(c) The contractor agrees that if impaired objectivity, or an actual, apparent, or potential conflict of interest is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a mitigation plan, which shall include a description of actions that the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual, apparent, or potential conflict of interest.

(d)(1) Remedies - The State may terminate this contract for convenience, in whole or in part, if it determines that termination is necessary to avoid an actual, apparent, or potential conflict of interest or if the contractor fails to provide a mitigation plan for an actual, apparent, or potential conflict of interest that is satisfactory to the Department. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest.

(d)(2) If the contractor was aware of an actual, apparent, or potential conflict of interest prior to award or discovered an actual, apparent, or potential conflict of interest after award and misrepresented or did not disclose relevant information to the Contracting Officer, the State may terminate the contract for default, debar or suspend the contractor, or pursue such other remedies as may be permitted by law or this contract.

(d)(3) If the Department has accepted a mitigation plan from the contractor to minimize any actual, apparent, or potential conflict of interest and there is a violation of the mitigation plan, the contractor shall be liable to the Department as outlined in the Performance Based Contracting standards presented in Attachment C.

(e) In cases where remedies short of termination have been applied, the contractor agrees to eliminate the conflict of interest, or mitigate it to the satisfaction of the Contracting Officer. This may include creating or revising a mitigation plan.

(f) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (f).



STATE OF ARKANSAS

PROFESSIONAL CONSULTANT SERVICES CONTRACT

CONTRACT #		FEDERAL I.D. #	26-2400945	
VENDOR #		MINORITY VENDOR	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

1. PROCUREMENT:

Check ONE appropriate box below for the method of procurement for this contract:

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> ABA Criteria | <input type="checkbox"/> Request for Proposal | <input checked="" type="checkbox"/> Competitive Bid | <input type="checkbox"/> Request for Qualifications |
| <input type="checkbox"/> Intergovernmental | <input type="checkbox"/> Emergency | <input type="checkbox"/> Invitation for Bid | <input type="checkbox"/> Cooperative Contract |
| <input type="checkbox"/> Sole Source by Justification (Justification must be attached) | <input type="checkbox"/> Sole Source by Intent to Award | | |
| <input type="checkbox"/> Sole Source by Law - Act # _____ | or Statute #: _____ | | |
| <input type="checkbox"/> 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	<input type="checkbox"/> Service Bureau
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VENDOR NAME	Secure Outcomes Inc.		
VENDOR ADDRESS	2942 Evergreen Hwy, Ste. 300 Evergreen, CO 80439		
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

**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					
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")

Forty+ Digital LiveScan LS-Professional
Fingerprint Scan Systems installed with
Training, Testing, Warranties, etc.

8. PERFORMANCE STANDARDS:

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

See Attachment

STATE OF ARKANSAS
PROFESSIONAL CONSULTANT SERVICES CONTRACT

Contract #: _____

9. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

10. CERTIFICATION OF VENDOR

A. "I, Jack Harper (Vendor) President (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")

Colorado Dept. of Revenue (Fingerprint Systems)

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
<u>Jack Harper</u>	<u>Employee</u>
<u>Ronnie Ensenat</u>	<u>Employee</u>
<u>David Burlingame</u>	<u>Employee</u>
<u>Nick Harper</u>	<u>Employee</u>

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.

**STATE OF ARKANSAS
PROFESSIONAL CONSULTANT SERVICES CONTRACT**

Contract #: _____

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.

STATE OF ARKANSAS
PROFESSIONAL CONSULTANT SERVICES CONTRACT

Contract # : _____

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:

 04 March 2020

VENDOR

DATE

AGENCY DIRECTOR

DATE

TITLE

TITLE

2942 Evergreen Hwy, Ste 300
Evergreen, CO 80439

Arkansas Department of Human Services

PO Box 1437 Slot
Little Rock, AR 72203-1437

ADDRESS

ADDRESS

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

Letters of Recommendation

Secure Outcomes Selected “Vendor of the 2018 Year” by the Arkansas Chiefs of Police Association

Company Continues to Win Accolades for its LiveScan Fingerprinting Products and 24/7/365 Support and Service

For Immediate Release: Tuesday, 4 September 2018

Evergreen, CO, September 4, 2018 -- Secure Outcomes Inc. announced today that the Arkansas Chiefs of Police Association has selected the company for its annual “Vendor of the 2018 Year” award.

The Arkansas Chiefs of Police Association (AACP) is the largest law enforcement organization in the state with several hundred chiefs of police members. The AACP continually works to enhance the knowledge and skills of police executives so they can effectively meet the growing demand for the best possible law enforcement tools and methods available. The AACP also advances the science of police administration and crime prevention and disseminates professional administrative practices, fosters police cooperation and exchanges information and experiences throughout the state.

Jack Harper, CEO of Secure Outcomes, said, “We have 70+ customer sites in Arkansas and most are police departments, but also a large federal airport and a district court. We here at Secure Outcomes are deeply honored and humbled to receive this award. It is wonderful for our efforts and hard work to be recognized by AACP.”

Chief Gary Sipes (Ret.), AACP Executive Director said, “It is with great pleasure of the Association to name Secure Outcomes the distinction of 2018 AACP Vendor of the Year award. Secure Outcomes has provided several agencies in Arkansas with reliable products such as the LS fingerprinting system. Mr. Harper and Secure Outcomes have supported our Association and our members throughout the years and we wanted to extend our appreciation by giving them this distinguished award.”

Harper and Andy Albiez/Sales Executive for Arkansas will accept the formal award for all the people of Secure Outcomes at the convention banquet in Rogers, Arkansas in late September.

About Secure Outcomes

Secure Outcomes designs and builds the industry's easiest to use, most cost effective and best supported digital livescan fingerprinting systems available. The fast growing Secure Outcomes customer base of approximately 400 users includes well over 100 police departments, the U.S. Army and U.S. Air Force, the U.S. Department of Veterans Affairs, major federal airports, a federal government financial agency with over \$1-trillion in assets, over 100 large public school districts, Fortune 500s, over 100 Class III NFA firearms manufacturers and dealers, commercial enterprises and many others across the country.

The LS family of digital livescan fingerprinting systems collect, archive and transmit forensic-quality fingerprint sets. The separate products are designed to inexpensively fulfill the demanding requirements of law enforcement, public schools, firearms dealers, military, banks, commercial and local, state and federal government users.

The Secure Outcomes systems also include optional military-grade data encryption to further protect sensitive fingerprint and other information.

Secure Outcomes systems are designed to operate anywhere in the world and are 100% programmed in Common Lisp, the artificial intelligence applications development language. U.S. Patents 9,569,655, 9,342,732, 8,676,046 and 8,331,775.

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Contact:

Jack Harper, CEO
Secure Outcomes Inc.
2942 Evergreen Parkway, Suite 300
Evergreen, Colorado 80439

303.670.8375

harper@secureoutcomesinc.com

www.secureoutcomesinc.com

Secure Outcomes/Texas: 5057 Keller Springs Road, Suite 300
Addison, Texas 75001

469.718.5511

Secure Outcomes Awarded Federal Contract for LiveScan Fingerprinting Units by ICE/DHS

Company Continues to Win Federal Contracts for its Award Winning LiveScan Fingerprinting Systems

For Immediate Release: Monday, 29 April 2019

Evergreen, CO, April 29, 2019 -- Secure Outcomes Inc. announced today that it has been awarded a contract for livescan fingerprinting systems by U.S. Immigration and Customs Enforcement (ICE), an operational branch agency of the Department of Homeland Security (DHS).

ICE has more than 20,000 law enforcement and support personnel in more than 400 offices throughout the United States and abroad and has an annual budget in excess of \$6-billion.

Jack Harper, CEO of Secure Outcomes, said, "This is our first order from ICE/DHS. We greatly appreciate the confidence this critically important federal agency has placed in Secure Outcomes' livescan fingerprinting systems to help secure our nation's borders."

Harper continued, "We have had other federal orders from the U.S. Army, U.S. Air Force (with, for example, multiple systems in the field in Kuwait), the U.S. Department of Veterans Affairs and the Federal Home Loan Bank (with \$1.0-Trillion in assets). We are delighted to add ICE/DHS to our fast growing customer base and we will do everything we can to help them fulfill their mission."

About Secure Outcomes

Secure Outcomes designs and builds the industry's easiest to use, most cost effective and best supported digital livescan fingerprinting systems available. The fast growing Secure Outcomes customer base of almost 550 users includes 125+ police departments, the U.S. Army and U.S. Air Force, the U.S. Department of Veterans Affairs, four major federal airports, a federal government financial agency with over \$1-trillion in assets, 125+ large public school districts, Fortune 500s, 125+ Class III NFA firearms manufacturers and dealers, commercial enterprises and many others across the country.

Secure Outcomes prides itself deeply on the quality of its products and 24/7/365 customer service. The Company was selected "Vendor of the 2018 Year" by the Arkansas Chiefs of Police Association.

The LS family of digital livescan fingerprinting systems collect, archive and transmit forensic-quality fingerprint sets to state and federal authorities. The separate products are designed to inexpensively fulfill the demanding requirements of law enforcement, public schools, firearms dealers, military, banks, commercial enterprises and local, state and federal government users.

The Secure Outcomes systems offer optional military-grade data encryption to further protect sensitive fingerprint and other information.

Secure Outcomes systems are designed to operate anywhere in the world and are 100% programmed in Common Lisp, the artificial intelligence applications development language. U.S Patents 9,569,655, 9,342,732, 8,676,046 and 8,331,775.

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www.secureoutcomes-hq.com

Secure Outcomes/Texas: 5057 Keller Springs Road, Suite 300
Addison, Texas 75001

469.718.5511

Secure Outcomes Awarded Repeat Order for LiveScan Fingerprinting Units by ICE/DHS

Company Continues to Win Federal Contracts for its Award Winning LiveScan Fingerprinting Systems

For Immediate Release: Wednesday, 05 February 2020

Evergreen, CO, February 5, 2020 -- Secure Outcomes Inc. announced today that it has been awarded a repeat order for livescan fingerprinting systems by U.S. Immigration and Customs Enforcement (ICE), an operational branch agency of the Department of Homeland Security (DHS).

ICE has more than 20,000 law enforcement and support personnel in more than 400 offices throughout the United States and abroad and has an annual budget in excess of \$6-billion.

Jack Harper, CEO of Secure Outcomes, said, "This is our second order from ICE/DHS. We greatly appreciate the confidence this critically important federal agency has placed in Secure Outcomes' livescan fingerprinting systems to help secure our nation's borders."

Harper continued, "We have had other federal orders from the U.S. Army, U.S. Air Force (with, for example, multiple systems in the field in Kuwait), and the Federal Home Loan Bank (with \$1.0-Trillion in assets). We are delighted to continue to work with ICE/DHS and we will do everything we can to help them fulfill their mission."

About Secure Outcomes

Secure Outcomes designs and builds the industry's easiest to use, most cost effective and best supported digital livescan fingerprinting systems available. The fast growing Secure Outcomes customer base of almost 500+ users includes 125+ police departments, the U.S. Army and U.S. Air Force, four major federal airports, a federal government financial agency with over \$1-trillion in assets, several state government agencies, 125+ large public school districts, Fortune 500s, 125+ Class III NFA firearms manufacturers and dealers, commercial enterprises and many others across the country.

Secure Outcomes prides itself deeply on the quality of its products and its 24/7/365 customer service. The Company was selected "Vendor of the 2018 Year" by the Arkansas Chiefs of Police Association.

The LS family of digital livescan fingerprinting systems collect, archive and transmit forensic-quality fingerprint sets to state and federal authorities. The separate products are designed to inexpensively fulfill the demanding requirements of law enforcement, public schools, Class III/NFA firearms dealers, military, banks, commercial enterprises and local, state and federal government users.

The Secure Outcomes systems offer optional military-grade data encryption to further protect sensitive fingerprint and other information.

Secure Outcomes systems are designed to operate anywhere in the world and are 100% programmed in Common Lisp, the artificial intelligence applications development language. U.S Patents 9,569,655, 9,342,732, 8,676,046 and 8,331,775.

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Contact: Jack Harper, CEO
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November 12, 2018

Mr. Andrew Albiez
Arkansas Sales Executive
Secure Outcomes, Inc.
5057 Keller Spring Rd. Ste.300
Addison, TX 75001

Dear Mr. Albiez:

The Northwest Arkansas Regional Airport has been pleased with the live scan finger print system that was installed in September of 2014. The software and fingerprint scanner are user-friendly, and the customer support for the system has been excellent. The Northwest Arkansas Regional Airport would recommend your product to any airport considering a new live scan fingerprint system.

If you have any further questions or if we can be of any further assistance, please call me at: 479-205-1000.

Sincerely,

Charles A. Butcher, A.A.E.
Northwest Arkansas Regional Airport

CAB:cab



July 18, 2018

To whom it may concern,

CPCD is an early care and education program with fingerprinting requirements from the Office of Head Start and the Colorado Office of Early Childhood. We purchased the Live Scan product from Secure Outcomes the beginning of 2017.

This product has been easy for us to use and gives us information about the quality of the fingerprints in real-time, giving us the ability to get the highest quality prints possible. Job candidates have found the process quick and even a bit fun.

When the provided laptop malfunctioned, Secure Outcomes was able to fix the problem quickly, first trying to resolve it over the phone. They have been easy to reach when needed, and quick to help us out with any questions.

If you have any questions or concerns, please do not hesitate to contact me at 719-884-1413.

Sincerely,

Jerilyn Taylor
Director of Human Resources

Subject: Livescan
From: "Montano, Greg" <Greg_Montano@dpsk12.org>
Date: 7/26/2018 12:51 PM
To: "pjlilly@secureoutcomes.net" <pjlilly@secureoutcomes.net>

Hi PJ,

Just wanted you to know how much we appreciate you and your wonderful staff at Secure Outcomes.

I have personally used Live scan going on four (4) years. I do approximately 30-40 fingerprints per day.

The Livescan is very efficient and very user friendly, I have trained numerous staff to use the Livescan and they were able to learn it with little to no difficulty.

Your Product is very good and I highly recommend to anyone.

Just wanted to say Thanks for all you do....

Thank you,

Subject: Reference

From: Cameron Whiting <cameron.whiting@pueblacityschools.us>

Date: 7/18/2018 11:07 AM

To: pjlilly@secureoutcomes.net

To whom it may concern,

I have worked with Secure Outcomes for several years now. It has been an overwhelmingly positive experience. Before we purchased a digital fingerprint system, we had to send candidates to the police station to get their fingerprints completed. Not only did it cost the candidate an additional \$15, but we were given a printed card that we had to mail into the Colorado Bureau of Investigation. It took anywhere from 4-6 weeks to get results and often times the quality of the print was poor enough that we required a re-submission and a new set of cards. Secure Outcomes was an easy process to acquire. Their pricing was competitive and for a school district, that is incredibly important to the procurement process. They helped us with set-up and training, and now candidates come to our office, get printed, and we have results in 15 minutes to 24 hours. Their machine captures images at a high resolution so even our candidates with no fingerprints left are approved by CBI for processing on the first try (in 3 years, and 1800 prints we have had 2 sets of fingerprints rejected by the state). There have been two instances where there was a problem with the software and the machine working. In both instances, we called customer service and they got it resolved quickly and efficiently. Secure Outcomes checks in regularly, sends reminders, and even keeps me updated on industry trends and relevant changes to the laws and regulations in our state.

In all honesty, Secure Outcomes Fingerprint Machine has met every one of my expectations. Going digital has made a huge difference in the timeline of processing and hiring new employees, but I had experience with digital fingerprinting in another state and even with that experience, this has been a very effective and efficient machine. I am happy to recommend Secure Outcomes and their products.

Feel free to reach out with questions.

—

Cameron Whiting

Director of Human Resources

Pueblo City Schools

Office: (719) 549-7779

Cell: (719) 250-3140



1500 E. 128th Ave. Thornton, CO 80241
(720) 972-4062

Human Resources

Nicole Stone
Employment Manager

July 19, 2018

To Whom It May Concern:

Adams 12 Five Star Schools has been using the Secure Outcomes LS-Lite fingerprinting system since about January 2017. We have found the system to be user-friendly and quite simple to use. Additionally, this expedites the fingerprint review process with the Colorado Bureau of Investigation (CBI) by at least two to three weeks.

We hire a large volume of new employees each year. Since many of our employees work with children, it is imperative for us to know as quickly as possible of any issues with newly-hired employees. Where we previously sent fingerprint cards obtained off-site to the CBI, we are now able to do a direct and immediate transmission to CBI of fingerprints obtained on-site. This has reduced our processing time significantly.

Mr. P.J. Lilly at Secure Outcomes Inc. is very knowledgeable about the Secure Outcomes products and was an integral part of setting up the system and training our personnel. Since implementation, we have had no major technical issues or downtime. Any minor issues we have had have been quickly resolved.

Please feel free to contact me at 720-972-4062 if you need any further information.

Sincerely,

ADAMS 12 FIVE STAR SCHOOLS

A handwritten signature in cursive script that reads "Nicole Stone".

Nicole Stone
Employment Manager



Little Flock Police Department

Chief of Police: Jesse Martinez
1500 Little Flock Drive
Little Flock AR, 72756
479-936-7911, FAX 479-696-6143
police@cityoflittleflock.com

To Whom it May Concern,

I would like to take this moment to express my pleasure with Secure Outcomes and their products. We have had a LS1100 Live Scan system in our police department for two years and have had a wonderful experience not only with the product, but the support that has come with it. I have highly recommended this product to our neighboring agencies. As a member of the Arkansas Association of Chiefs of Police, I have been continually impressed not only with Secure Outcomes support of the association, but their commitment to the Chiefs of Arkansas as a whole. I value a company that provides excellent products and services, because of this, Secure Outcomes will continue to be a company that we do business with.

A handwritten signature in black ink, appearing to read "J Martinez", with a long, sweeping horizontal stroke extending to the right.

Jesse Martinez
Chief of Police
Little Flock Police Department