### STATE OF ARKANSAS



### **Term Contract**

Vendor No. 100179906 Contact Greg Silence Your reference SP-10-0243

> CHARLES H MACK & ASSOCIATES INC 10101 ALLIANCE RD STE 10 CINCINNATI OH 45242

Contract No. 4600021538 Date 05/04/2011

Contact Julie N Lombard Telephone 501-671-1476 Fax 501-324-9311

Our ref. ST Incoterms FOB

**DESTINATON** 

Send Invoice To:

Ship To:

DHS - DAAS

700 Main Street, Slot S530 Little Rock, AR 72201 Valid from: 05/04/2011 Valid to: 05/03/2014

Reference Tracking SP-10-0243

Commodity: DAAS Universal Assessment System

This is a term contract issued by the Office of State Procurement. This is not authority to ship. A separate purchase order will be issued. This contract constitutes acceptance of your proposal along with all terms and conditions therein and signifies the offerer's knowledge and acceptance of all terms and conditions set forth within the Request for Qualifications.

Type of Contract: Term

Contract Period: May 4, 2013 through May 3, 2014 with an option to renew four (4) additional times in one (1) year increments or a portion thereof.

**OSP Contact Information:** 

Julie Lombard, Office of State Procurement

(P) 501-671-1476 (F) 501-324-9311, julie.lombard@dfa.arkansas.gov

Item	Material/Description	Target QtyUM	Unit Price	Amount
0060	10116607 SOFTWARE,MISC MedCompass License Fee for 125 users	615,000.00 Lump	Sum 1.00	\$ 615,000.00

#### GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



### STATE OF ARKANSAS

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Vendor No.

100179906

Contact

Greg Silence

Your reference SP-10-0243

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Date

05/04/2011

Our reference ST

Item	Material/Description	Target Qtyl	JM U	Init Price	Amount
0070	10102448 SERVICE,INSTALLATION,SOFTWARE,EACH Implementation for Phase 1 and 2	875,000.00	Lump Sum	1.00	\$ 875,000.00
0080	10122597 FEE, COMPENSATION, TECHNICAL SERVICE Training for 10 people on-site in Little Rock	10,000.00	Lump Sum	1.00	\$ 10,000.00
0090	10102272 SERVICE,MAINTENANCE,SOFTWARE,1 YR Maintenance and Support for Years 2-5	640,000.00	Lump Sum	1.00	\$ 640,000.00
0100	10118532 REIMBURSEMENT,TRAVEL Travel Expenses	19,860.00	Lump Sum	1.00	\$ 19,860.00
	<del></del>	Estimated Net Val	ue		2,159,860.00

Suzanne Bierman

P: 501-683-5449

Email: suzanne.bierman@arkansas.gov

### TERM AWARD TERMS AND CONDITIONS

- GENERAL: All terms and conditions stated in the invitation for bid govern this contract. 1.
- PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
- DISCOUNTS: All cash discounts offered will be taken if earned. 3.
- TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
- BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
- GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and

### **GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

## STATE OF ARKANSAS



### **Term Contract**

Vendor No. 100179906 Contact Greg Silence

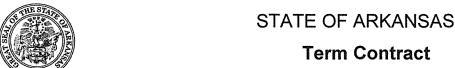
Contact Greg Silence Your reference SP-10-0243 Contract No. 4600021538 Date 05/04/2011

Our reference ST

design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

- 7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
- 8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
- 9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
- 10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
- 13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
- 14. INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
- 15. STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly

### GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:



### **Term Contract**

Vendor No. 100179906 Greg Silence Contact Your reference SP-10-0243

Contract No. 4600021538 05/04/2011 Date

Our reference ST

authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

- 16. ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
- 17. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 18. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.
- 20. DISCLOSURE: Failure to make any disclosure required by the 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.

## ARKANSAS DEPARTMENT OF HUMAN SERVICES

Office of Finance and Administration



618 Main St. 3rd Floor P.O. Box 1437, Slot W302 Little Rock, AR. 72201-1437 Telephone (501) 682-6549 Fax (501) 682-6260 TDD (501) 682-6217

April 4, 2013

Atten: Karen Hicks

The Department of Human Services, Division of Medical Services and vendor Charles H. Mack & Assoc., have requested Contract SP10-0243 be extended for an additional year Extension #2 beginning 05/03/2013 thru 05/03/2014.

Contract: SP10-0243

Vendor: Charles H. Mack

10101 Alliance Rd. Ste 10 Cincinnati OH 45242

All associated document attached

Division DMS request for renewal
Vendor Letter of intent to renew
Contract And Grant Disclosure and Certification Form
Business Associate Agreement
CH Mack EEO Policy
DFA Illegal Immigrant Contract Disclosure
Technical Service Contract for Legislative Review

Sincerely, 3 strictur (M. Kangle)

Winona M. Lamb

**DHS Procurement Specialist** 

501 682-6549

The Arkansas Department of Human Services is in compliance with Titles VI and VII of the Civil Rights Act and is operated, managed and delivers services without regard to age, religion, disability, political affiliation, veteran status, sex, race, color or national origin."

### Winona Lamb

From:

Sheryl Baker

Sent:

Friday, February 22, 2013 1:19 PM

To:

Winona Lamb

Cc:

Ray Stafford; Sharon Jordan

Subject:

RE: Contract renewal SP10-0243 C.H. Mack

We will be renewing this contract for another year. Please let me know if you have any other questions.

Thanks, Sheryl

From: Winona Lamb

Sent: Friday, February 22, 2013 9:34 AM

To: Sheryl Baker

Cc: Ray Stafford; Winona Lamb

Subject: Contract renewal SP10-0243 C.H. Mack

Ms. Sheryl, the afore mention contact is up for the 2<sup>nd</sup> renewal on 05/02/2013. If you desire to renew this contract please give me a call @ 501 682-6549



April 1, 2013

Winona Lamb

DHS - Procurement Specialist

Arkansas DHS - Division of Medical Services

700 Main St., PO Box 1437

Little Rock, AR 72203

Re: State of Arkansas Term Contract SP-10-0243

Winona,

On behalf of CH Mack, Inc., I am stating our company's intent to renew the State of Arkansas Term Contract SP-10-0243 upon expiration of the existing term – May 4, 2013.

Please accept this letter as written confirmation that CH Mack will renew term contract SP-10-0243. As the CEO, I confirm that I am legally authorized to bind the company.

Sincerely,

**Tony Shipley** 

Tony Shiplay

CEO

SUBCONTRACTOR: YES X NO			y result in a delay in obtaining a contract, DR NAME:					ch this is a sub			
							Estimated c	iollar amount o	f subcontrac	t:	
TAXPAYER ID NAME: Chai	rles H. M	ack & As	sociates, Inc.	THIS FOR:	Good	s?	Services	⊠ Both?	kullyyyyyttää yyteen yyteen kuullyyddistatta (*********************************		
YOUR LAST NAME: Silence			FIRST NAME: Greg		MI: H	ζ					
ADDRESS: 10101 Alliance I	Road, Su	ite 10									
CITY: Cincinnati			STATE: OH ZIP CODE: 45				COUNTRY:	UNITED STATES	OF AMERICA		
			DING, AMENDING, OR RENEWIN					AGREEMENT,			
OR GRANT AWARD WITH	ANY ARI	KANSAS	STATE AGENCY, THE FOLLOWING	INFORM.	ATION N	1UST BE L	DISCLOSED:				
			FOR INDIVIDU	IALS*							
Indicate below if: you, your s Officer, State Board or Comm	pouse or ission Ma	the broth ember, or	er, sister, parent, or child of you or yo State Employee:	our spous	is a cun						
Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of	For Hov	v Long?	Long? What is the person(s) name and how are they (i.e., Jane Q. Public, spouse, John Q. Public, Jr			are they related are they related are they are the are they are the are they are they are the are they are the	related to you? ., child, etc.)	
	Current	Former	board/commission, data entry, etc.]	From MM/YY	To MM/YY		Persor	n's name(s)		Relation	
General Assembly		Γ									
Constitutional Officer		Γ									
State Board or Commission Member	Г	Г									
State Employee		Г									
None of the above applies											
			FOR A VENDOR (	Busin	ESS)*						
Indicate below if any of the follo	wing pers	ons, curre	nt or former, hold any position of control				of 10% or great	er in the entity: r	nember of the	General	
Assembly, Constitutional Officer	, State Bo	ard or Co	mmission Member, or State Employee, or dember, or State Employee. Position of o	r the spous	e, brother	. sister. par	ent, or child of	a member of the (	Seneral Assem	bly.	
Position Held	Mark (✓) Name of Position of Job Held (senator, representative, name of		For Hov	How Long? What is the person(s) name and what is his/her % what is his/her position of co							
	Current	Former	board/commission, data entry, etc.	From MM/YY	To MM/YY		Person's na	me(s)	Ownership Interest (%)	Position of Control	
General Assembly		Г									
Constitutional Officer		Γ-				•					
State Board or Commission		-							<del> </del>		
Member		Г									

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

### CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM F-2

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 Theof K. Whenel	_ Title _	V.P., Corporate Secretary	<b>Date</b> April 1, 2013			
Vendor Contact Person Greg K. Silence	Title	V.P., Corporate Secretary	Phone No. 513-936-6000 x602			

AGENCY USE	DNLY				
Agency Number	0710	Agency Name Department of Human Services	Agency Contact Person	Contact Phone No.	Contract or Grant No.

Attachment	Action Type
Contract/Sub-Grant Number SF-10-0243	Amendment/Change Action Number

### ARKANSAS DEPARTMENT OF HUMAN SERVICES,

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made effective t	
April 2013 and between the Arkansas Department	of Human Services,
Division of	("Covered Entity")
and Charles H. Mack & Associates, Inc.	"Business
Associate") (collectively the "Parties").	

### 1. BACKGROUND

- a. Covered Entity has been designated as a covered entity for 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 contract services for Covered Entity and its components. 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 this BAA with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

### 2. DEFINITIONS.

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this BAA;

- a. "HIPAA" shall mean the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" 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.

Attachment	Action Type
Contract/Sub-Grant Number $57-10-0243$	Amendment/Change Action Number

- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this BAA, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

### 3. OBLIGATIONS OF BUSINESS ASSOCIATE

In connection with this BAA between the parties acting as the "Business Associate" of the Arkansas Department Human Services ("ADHS" or "Covered Entity"), and in consideration of the mutual promises contained herein, the sufficiency of which is acknowledged by the parties, the parties hereby agree as follows:

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BAA.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this BAA of which it becomes aware as well as any security incident of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees, at the request of Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of

Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

Attachment		Action Type	-
Contract/Sub-Grant Number	SP-10-0243	Amendment/Change Action Number	

- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.
- j. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity.

### 4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this BAA or by other applicable law or agreements, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the BAA, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the policies and procedures of the Covered Entity including DHS Policy 5008 and the accompanying standards which require encryption on all mobile computing devices accessing DHS Information Systems.
- b. Except as otherwise limited in this BAA or by other applicable law or agreements, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this BAA or by other applicable law or agreements, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
  - 1) Disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this BAA or by other applicable law or agreements. Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of other applicable law or agreements.

### 5. TERM AND TERMINATION

a. Term. This BAA shall be effective as of the effective date stated above and shall continue until terminated.

	Action Type
ontract	Sub-Grant Number 57-10-0243 Amendment/Change Action Number
	Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
	1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this BAA if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity:
	2) Immediately terminate this BAA; or
	3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
e.	Effect of Termination.
	1) Except as provided in paragraph (2) of this section or in this BAA or by other applicable law or agreements, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
	2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
6.	MISCELLANEOUS
	a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule 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 Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
	c. Survival. The respective rights and obligations of Business Associate under "Effect of Termination" of this Agreement shall survive the termination of this Agreement.
	d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit
Ark	tansas Department of Human Services  Business Associate

DHS-4001 rev. 1/14/2009

Title

BY



## **Equal Opportunity Policy**

In accordance with Title VII, CH Mack provides equal employment opportunities to all individuals without regard to race, color, creed, religion, sex, age, national origin, disability, or veteran status. This holds true when:

- Recruiting candidates
- Selecting for hire
- Placing in a job
- Promoting

- Training
- Making layoff decisions
- And all other personnel related issues

In addition, all personnel policies and practices including compensation, benefits, discipline, as well as social and recreational activities are handled without regard to an individual's race, color, creed, religion, sex, age, national origin, disability or veteran status.

CH Mack takes all necessary steps to guarantee a work environment free from discrimination. When an Employee reports problems, CH Mack is better able to protect its Employees and keep the workplace free from any and all discrimination. If problems are noted, appropriate action will be taken.

## **Employment of Veterans and Disabled**

The commitment that CH Mack has made to the principles of Equal Opportunity Employment includes strict adherence to all federal, state and local anti-discrimination laws. The Company hereby reaffirms its commitment to disabled and veteran status applicants and Employees.

Persons with physical or mental disabilities shall be considered for employment on the basis of their capability to perform a particular job. Disabilities that do not interfere with the job performance shall not disqualify an applicant if those disabilities do not constitute a hazard to CH Mack or Employees.

Anyone having questions, concerns, or Equal Employment Opportunities problems should contact the Human Resources Director or a member of CH Mack's Management team.

Tony L. Shipley/President & CEO

I acknowledge receipt and review of CH	Mack's Equal Opportunity Statement.
Name:	Date:

# **DFA Illegal Immigrant Contractor Disclosure Certification**

# DFA Illegal Immigrant Contractor Disclosure Certification View Submission Details

Vendor:

CH Mack, Inc.

**Contract Type:** 

Technical/General Services

**Bid Number:** 

SP-10-0243

Disclosure

I, certify that we/I do not employ or contract with an illegal

immigrant.

Statement:

Answer: yes

Contact E-mail:

gsilence@chmack.com

Agency Name:

Department of Human Services

Submitted At:

04-02-13

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Audion ( additionary and	V.P.	Corporate	<u>Secretary</u>
Title		,	,
<del>deglar or degral</del> son or degr <sub>al s</sub> eque	4-2	- 2013	المنافقة والمرافقة وا
Date	,		

123 Next > Last >

Home S	ubmissions				Welcome D	epartment Of Human Services - Logout			
7	gal Immigran		isclosure (	Certi	fication V	liew Submissions			
Vendor Search: (reset)									
Export Disclosure Submissions									
Submitted At	Vendor Name	Contract Type	Agency	Bid #	Disclosure Answer	E-mail			
04-02-13	Haag-Brown, LLC	Technical/General Services	Real Estate Commission	N/A	True	josh@heagbrown.com			
04-02-13	Tom Gamer	Professional Consulting Services	Administrative Office of the Courts	N/A	True	tomgamertaw@hotmail.com			
SP 02 10 10 10 10 10 10 10 10 10 10 10 10 10									
04-02-13	Psy Care Center	Professional Consulting Services	Department of Human Services	N/A	True	psycarecenter@att.net			
04-02-13	Batson Inc.	Professional Consulting Services	Arkansas State University - Jonesboro	N/A	True	cbatson@batson.com			
04-02-13	Elizabeth Finocchi	Professional Consulting Services	Administrative Office of the Courts	N/A	True	betsyfinocchi@gmail.com			
04-02-13	TEKsystems	Technical/General Services	Department of Human Services - Office of Systems and Technology	N/A	True	tfeiike@teksystems.com			
04-02-13	All Seasons Roofing	Construction	University of Central Arkansas	N/A	True	allseasonsroofinginc@ymail.com			
04-02-13	Arkansas Communications Services	Technical/General Services	Arkansas State University - Jonesboro	RFP 81	True	jason@arkansascommunications.net			
04-01-13	CH Mack, Inc.	Technical/General Services	Department of Human Services	SP- 10- 0243	True	gsilence@chmack.com			

## **Technical Service Contracts for Legislative Review**

Department of Human Services - #0710

BASIS: ACA 19-11-265 - Technical services contracts exceeding \$100,000.00 for information technology, health care services, human services, or educational services require legislative review prior to the effective date of the contract.

Div.	Contract Number	Contractor Name	Remaining extension Options	Ext No.				Amount***	Service	Proc. Method	%'s of funding (Federal, State, &/or Other)	
DAAS SF		CHARLES H. MACK	4	Init.			\$			Comp. Sealed Bid	State	
				2	5/04/2013	5/03/2014	\$	2,159,860.00	SOFTWARE		Fed	100 %
	SP10-0243			3			\$		LICENSES		reu	100 /0
				4			\$	***************************************			Other	
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	Т		T	Init.	T	T	\$		T			
				1			\$				State	
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				3	<del> </del>		\$ \$		-			
		į	1	5	<del> </del>		\$				Other	
			1	6	<b>-</b>	<del> </del>	\$				Ower	
			L		L	<u> </u>	14			L	L	L

*	If none, indicate "none"	OSP Submittal Date	04/08/2013				
**	Beginning and ending date of original contract and of each extension exercised, including this one, if applicable	For Legislative Review	05/17/2013				
***	Amount of original contract and of each extension exercised, including this one, if applicable						
	Source of "Other" funding:	For Information, contact Ray Stafford (501) 682-6562					

Legislative Review form for Technical Services