



STATE OF ARKANSAS  
**Department of Finance  
and Administration**

**OFFICE OF THE ARKANSAS LOTTERY**

Post Office Box 3238  
Little Rock, Arkansas 72203-3238  
Phone: (501) 683-2000  
Fax: (501) 683-1878  
<http://myarkansaslottery.com>

December 10, 2024

The Honorable Sarah Huckabee Sanders  
Governor of Arkansas  
State Capitol  
Little Rock, AR 72201

RE: Monthly Disclosure Report

Dear Governor Sanders:

On behalf of the Arkansas Department of Finance and Administration and the Office of the Arkansas Lottery, pursuant to A.C.A. § 23-115-206 and 23-115-302, please accept the attached disclosure reports for the month of November 2024. The report contains the following:

1. Net Position
2. Revenues and Expenses
3. Lottery Scholarship Trust Account
4. Unclaimed Prizes Report
5. Retailer Losses
6. Debt Set-Off/Taxes Withheld
7. Lottery Sales by County
8. Total Number of Retailers
9. Arkansas Department of Higher Education (ADHE)
10. Instant Ticket Games – Releases
11. Contracts
12. Internal Auditor Reports
13. Minority Report

Please contact me if you have any questions or need additional information.

Respectfully submitted,

A handwritten signature in blue ink that reads "Sharon Strong". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Sharon Strong  
Executive Director

cc: Jim Hudson, Secretary of the Department of Finance and Administration



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December 10, 2024

The Honorable Ronald Caldwell, Co-Chair  
The Honorable Mindy McAlindon, Co-Chair  
Lottery Oversight Subcommittee  
One Capitol Mall, Room R-501  
Little Rock, AR 72201

RE: Monthly Disclosure Report

Dear Senator Caldwell and Representative McAlindon:

On behalf of the Arkansas Department of Finance and Administration and the Office of the Arkansas Lottery, pursuant to A.C.A. § 23-115-206 and 23-115-302, please accept the attached disclosure reports for the month of November 2024. The report contains the following:

1. Net Position
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Sharon Strong  
Executive Director

cc: Jim Hudson, Secretary of the Department of Finance and Administration



**Arkansas**  
Scholarship Lottery



**NET POSITION**

**Arkansas Department of Finance and Administration  
Office of the Arkansas Lottery  
Statement of Net Position  
November 30, 2024**

**ASSETS**

<b>Current assets:</b>	
Cash and cash equivalents	\$ 10,501,760.53
Restricted assets:	
Cash and cash equivalents	318,706,026.68
Accounts receivable	14,943,232.38
Prepaid items	110,739.59
Total current assets	<u>344,261,759.18</u>
<b>Non-current assets:</b>	
Restricted assets:	
Cash and cash equivalents	20,564,341.32
Deposits with Multi-State Lottery Association	1,902,414.05
Net Capital assets	594,376.53
Total non-current assets	<u>23,061,131.90</u>
Total assets	<u>367,322,891.08</u>
<b>Deferred outflows of resources:</b>	
Related to pension	1,876,812.00
Related to OPEB	431,695.74
Total deferred outflows of resources	<u>2,308,507.74</u>
Total assets and deferred outflows of resources	<u>\$ 369,631,398.82</u>

**LIABILITIES**

<b>Current liabilities:</b>	
Accounts payable	\$ 2,231.50
Prizes payable	27,568,170.10
Accrued and other liabilities	3,775,341.56
Due to other funds of the State	1,110,221.28
Due to Lottery Scholarship Trust Account	312,127,787.80
Lease Obligation	276,514.60
Compensated absences	437,965.43
Other post employment benefits liability	101,349.28
Unearned revenue	218,460.53
Total current liabilities	<u>345,618,042.08</u>
<b>Long-Term liabilities:</b>	
Other post employment benefits liability	2,231,119.69
Total pension liability	5,324,162.00
Lease Obligation	221,978.07
Total long-term liabilities	<u>7,777,259.76</u>
Total liabilities	<u>353,395,301.84</u>
<b>Deferred inflows of resources:</b>	
Related to pension	139,020.00
Related to OPEB	1,116,627.94
Total deferred inflows of resources	<u>1,255,647.94</u>
Total liabilities and deferred inflows of resources	<u>354,650,949.78</u>

**NET POSITION**

<b>Net position:</b>	
Net investment in capital assets	95,883.86
Restricted for:	
Scholarship shortfall reserve	20,000,000.00
Retailer bond reserve	565,561.32
Deposits with Multi-State Lottery Association	1,902,414.05
Unclaimed prizes reserve	6,803,008.88
Unrestricted (deficit)	<u>(14,386,419.07)</u>
Total net position	<u>14,980,449.04</u>
Total liabilities, deferred inflows of resources and net position	<u>\$ 369,631,398.82</u>





**Arkansas**  
Scholarship Lottery



# **REVENUES & EXPENSES**

**Arkansas Department of Finance and Administration**  
**Office of the Arkansas Lottery**  
**Statement of Revenues, Expenses and Change in Net Position**  
**For the Five Months Ended November 30, 2024**

	Current month	Year to date
<b>Operating revenues:</b>		
Instant ticket sales	\$ 37,627,669.00	\$ 195,341,856.00
Online ticket sales	9,121,283.00	47,922,423.50
Retailer application, fidelity, bond and service fees	48,187.97	288,316.10
Other revenue	<u>5,529.37</u>	<u>4,807.53</u>
 Total operating revenues	 <u>46,802,669.34</u>	 <u>243,557,403.13</u>
 <b>Operating expenses:</b>		
Instant game prizes	28,232,343.33	140,895,415.27
Online game prizes	5,162,102.51	26,113,026.20
Retailer commissions	2,632,778.53	13,773,568.89
Gaming contract costs	2,518,510.04	12,153,200.58
Compensation and benefits	444,971.58	2,374,843.31
Marketing, advertising and promotions	496,682.08	2,487,458.29
General and administrative expenses	74,548.26	387,587.97
Services provided by Arkansas Department of Education - Division of Higher Education	62,500.00	312,500.00
Services provided by Arkansas Legislative Audit	13,800.00	69,000.00
Amortization - GASB 87 Leases	22,652.64	113,263.22
Depreciation	<u>2,984.28</u>	<u>71,804.05</u>
 Total operating expenses	 <u>39,663,873.25</u>	 <u>198,751,667.78</u>
 Operating income (1)	 7,138,796.09	 44,805,735.35
 <b>Non-operating revenue:</b>		
Interest income	983,151.13	5,909,220.20
Other income/expense	<u>10,034.30</u>	<u>10,611.82</u>
 Income before transfers	 8,131,981.52	 50,725,567.37
 <b>Transfers to:</b>		
Lottery Scholarship Trust Account (2)	<u>(8,935,376.44)</u>	<u>(39,559,475.39)</u>
 Change in net position	 <u>\$ (803,394.92)</u>	 11,166,091.98
 Total net position - beginning		 3,814,357.06
Total net position - ending		<u><u>\$ 14,980,449.04</u></u>

1) Includes all GAAP related accounting items including unclaimed prizes.

2) Reflects adjustment of sales and prizes expense to a modified cash basis and does not include unclaimed prizes.

**Arkansas Department of Finance and Administration**  
**Office of the Arkansas Lottery**  
**Statement of Revenues and Expenses Budget Comparisons**  
**For the Five Months Ended November 30, 2024**

	CM Actual	%	CM Budget	%	CM Variance	YTD Actual	%	YTD Budget	%	YTD Variance
<b>Operating revenues:</b>										
Instant games	\$ 37,627,669.00	80.40	\$ 37,000,000.00	81.71	\$ 627,669.00	\$ 195,341,856.00	80.20	\$ 190,100,000.00	82.09	\$ 5,241,856.00
Online games	9,121,283.00	19.49	8,235,000.00	18.19	886,283.00	47,922,423.50	19.68	41,175,000.00	17.78	6,747,423.50
Retailer fees	48,187.97	0.10	49,000.00	0.11	(812.03)	288,316.10	0.12	301,000.00	0.13	(12,683.90)
Other revenue	<u>5,529.37</u>	0.01	<u>200.00</u>	0.00	<u>5,329.37</u>	<u>4,807.53</u>	0.00	<u>700.00</u>	0.00	<u>4,107.53</u>
				0.00%						
Total operating revenues	<u>46,802,669.34</u>	100.00	<u>45,284,200.00</u>	100.00	<u>1,518,469.34</u>	<u>243,557,403.13</u>	100.00	<u>231,576,700.00</u>	100.00	<u>11,980,703.13</u>
<b>Operating expenses:</b>										
Instant game prizes	28,232,343.33	60.32	26,851,500.00	59.30	1,380,843.33	140,895,415.27	57.85	138,038,500.00	59.61	2,856,915.27
Online game prizes	5,162,102.51	11.03	4,485,500.00	9.91	676,602.51	26,113,026.20	10.72	22,427,500.00	9.68	3,685,526.20
Retailer commissions	2,632,778.53	5.63	2,556,000.00	5.64	76,778.53	13,773,568.89	5.66	13,070,000.00	5.64	703,568.89
Gaming contract costs	2,518,510.04	5.38	2,284,000.00	5.04	234,510.04	12,153,200.58	4.99	11,680,000.00	5.04	473,200.58
Compensation & benefits	444,971.58	0.95	511,000.00	1.13	(66,028.42)	2,374,843.31	0.98	2,677,000.00	1.16	(302,156.69)
Marketing, advertising & promotions	496,682.08	1.06	680,000.00	1.50	(183,317.92)	2,487,458.29	1.02	2,987,000.00	1.29	(499,541.71)
General and administrative expenses	74,548.26	0.16	128,000.00	0.28	(53,451.74)	387,587.97	0.16	613,000.00	0.26	(225,412.03)
Services provided by other agencies	76,300.00	0.16	85,000.00	0.19	(8,700.00)	381,500.00	0.16	423,000.00	0.18	(41,500.00)
Amortization - GASB 87 Leases	22,652.64	0.05	22,650.00	0.05	2.64	113,263.22	0.05	113,250.00	0.05	13.22
Depreciation	<u>2,984.28</u>	0.01	<u>15,850.00</u>	0.04	<u>(12,865.72)</u>	<u>71,804.05</u>	0.03	<u>79,250.00</u>	0.03	<u>(7,445.95)</u>
Total operating expenses	<u>39,663,873.25</u>	84.75	<u>37,619,500.00</u>	83.07	<u>2,044,373.25</u>	<u>198,751,667.78</u>	81.60	<u>192,108,500.00</u>	82.96	<u>6,643,167.78</u>
Operating income	7,138,796.09	15.25	7,664,700.00	16.93	(525,903.91)	44,805,735.35	18.40	39,468,200.00	17.04	5,337,535.35
<b>Non-operating revenue:</b>										
Interest income	983,151.13	2.10	825,000.00	1.82	158,151.13	5,909,220.20	2.43	4,375,000.00	1.89	1,534,220.20
Interest expense	<u>10,034.30</u>	0.02	<u>(1,000.00)</u>	(0.00)	<u>11,034.30</u>	<u>10,611.82</u>	0.00	<u>(5,000.00)</u>	(0.00)	<u>15,611.82</u>
Income before transfers	<u>\$ 8,131,981.52</u>	17.38	<u>\$ 8,488,700.00</u>	18.75	<u>\$ (356,718.48)</u>	<u>\$ 50,725,567.37</u>	20.83	<u>\$ 43,838,200.00</u>	18.93	<u>\$ 6,887,367.37</u>

**Arkansas Department of Finance and Administration**  
**Office of the Arkansas Lottery**  
**Statement of Revenues and Expenses - GAAP**  
**For the Five Months Ended November 30, 2024 Compared to November 30, 2023**

	Current Month November 30, 2024	% Sales	Current Month November 30, 2023	% Sales	Variance	Year to Date November 30, 2024	% Sales	Year to Date November 30, 2023	% Sales	Variance
<b>Operating revenues:</b>										
Instant ticket sales	\$ 37,627,669.00	80.4%	\$ 37,056,144.00	82.4%	\$ 571,525.00	\$ 195,341,856.00	80.2%	\$ 192,734,417.00	75.4%	\$ 2,607,439.00
Online ticket sales	9,121,283.00	19.5%	7,858,584.50	17.5%	1,262,698.50	47,922,423.50	19.7%	62,588,346.50	24.5%	(14,665,923.00)
Retailer fees	48,187.97	0.1%	48,131.14	0.1%	56.83	288,316.10	0.1%	296,575.09	0.1%	(8,258.99)
Other revenue	5,529.37	0.0%	11.28	0.0%	5,518.09	4,807.53	0.0%	(1,534.56)	0.0%	6,342.09
										-
Total operating revenues	46,802,669.34	100.0%	44,962,870.92	100.0%	1,839,798.42	243,557,403.13	100.0%	255,617,804.03	100.0%	(12,060,400.90)
<b>Operating expenses:</b>										
Instant game prizes	28,232,343.33	60.3%	27,771,662.57	61.8%	460,680.76	140,895,415.27	57.8%	139,690,348.63	54.6%	1,205,066.64
Online game prizes	5,162,102.51	11.0%	4,511,978.80	10.0%	650,123.71	26,113,026.20	10.7%	33,127,401.78	13.0%	(7,014,375.58)
Retailer commissions	2,632,778.53	5.6%	2,527,675.68	5.6%	105,102.85	13,773,568.89	5.7%	14,366,323.25	5.6%	(592,754.36)
Gaming contract costs	2,518,510.04	5.4%	2,327,475.80	5.2%	191,034.24	12,153,200.58	5.0%	12,453,598.78	4.9%	(300,398.20)
Compensation and benefits	444,971.58	1.0%	478,315.03	1.1%	(33,343.45)	2,374,843.31	1.0%	2,419,830.96	0.9%	(44,987.65)
Marketing, advertising and promotions	496,682.08	1.1%	616,071.84	1.4%	(119,389.76)	2,487,458.29	1.0%	2,710,385.86	1.1%	(222,927.57)
General and administrative expenses	74,548.26	0.2%	98,031.08	0.2%	(23,482.82)	387,587.97	0.2%	459,720.90	0.2%	(72,132.93)
Services provided by ADE - Division of Higher Education	62,500.00	0.1%	100,000.00	0.2%	(37,500.00)	312,500.00	0.1%	500,000.00	0.2%	(187,500.00)
Services provided by Legislative Audit Agency	13,800.00	0.0%	13,400.00	0.0%	400.00	69,000.00	0.0%	67,000.00	0.0%	2,000.00
Amortization - GASB 87 Leases	22,652.64	0.0%	22,652.64	0.1%	-	113,263.22	0.0%	113,263.24	0.0%	(0.02)
Depreciation	2,984.28	0.0%	33,807.21	0.1%	(30,822.93)	71,804.05	0.0%	173,879.74	0.1%	(102,075.69)
				0.0%						
Total operating expenses	39,663,873.25	84.7%	38,501,070.65	85.6%	1,162,802.60	198,751,667.78	81.6%	206,081,753.14	80.6%	(7,330,085.36)
Operating income	7,138,796.09	15.3%	6,461,800.27	14.4%	676,995.82	44,805,735.35	18.4%	49,536,050.89	19.4%	(4,730,315.54)
<b>Nonoperating revenue:</b>										
Interest income	983,151.13	2.1%	1,021,598.35	2.3%	(38,447.22)	5,909,220.20	2.4%	3,554,716.95	1.4%	2,354,503.25
Other Non Operating Income	10,034.30	2.1%	(1,039.75)	-0.2%	11,074.05	10,611.82	0.4%	(5,502.00)	-0.2%	16,113.82
Income before transfers	\$ 8,131,981.52	17.4%	\$ 7,482,358.87	16.6%	\$ 649,622.65	\$ 50,725,567.37	20.8%	\$ 53,085,265.84	20.8%	\$ (2,359,698.47)
<b>Net Proceeds (1)</b>	<u>\$ 8,935,376.44</u>		<u>\$ 9,199,286.76</u>		<u>\$ (263,910.32)</u>	<u>\$ 39,559,475.39</u>		<u>\$ 49,026,376.04</u>		<u>\$ (9,466,900.65)</u>

**Arkansas Department of Finance and Administration  
Office of the Arkansas Lottery  
Net Proceeds Computation to Transfer to Lottery Scholarship Trust  
Modified Cash Basis  
For the Five Months Ended November 30, 2024**

	Year to date			
<b>Operating revenues:</b>				
Instant ticket (Settlements)	\$ 194,588,556.00			
Online ticket sales	47,922,423.50			
Retailer application, fidelity and service fees	288,316.10			
Other revenue	<u>4,807.53</u>			
 Total operating revenues		 <u>242,804,103.13</u>		
 <b>Operating expenses:</b>				
Instant game prizes (Settlements)	145,574,410.00			
Online game prizes	26,113,026.20			
Retailer commissions	13,773,568.89			
Gaming contract costs	12,153,200.58			
Compensation and benefits	2,374,843.31			
Marketing, advertising and promotions	2,487,458.29			
General and administrative expenses	387,587.97			
Services provided by Arkansas Department of Education - Division of Higher Education	312,500.00			
Services provided by Legislative Audit Agency	69,000.00			
Amortization - GASB 87 Leases	113,263.22			
Current year capital asset cost	<u>21,559.35</u>			
Total operating expenses		<u>203,380,417.81</u>		
 Change in net proceeds from operations		 39,423,685.32		
 <b>Non-operating revenue:</b>				
Interest income	5,909,220.20			
Other non-operating income	10,611.82			
EDUCATION TRUST FUNDING-Current Year	(30,624,098.95)			
Less Act 1180 Unclaimed Prizes	(5,803,008.88)			
Less current year Bond Reserve Fees	(65,561.32)	restricted reserves		
Add Bond Funds in excess of \$500,000		see 23-115-603(a)(5)		
Add back Write Off Retailer Bad Debt				
Less current year MUSL Reserves	84,528.25	see 23-115-103(17) and (19)(A)&(B)		
Add OPEB expense in Comp and Benefits	<u>0.00</u>			
 <b>NET PROCEEDS EARNED-Current Month</b>		 <b><u>\$ 8,935,376.44</u></b>		
<b>-Year to Date</b>		<b><u><u>\$ 39,559,475.39</u></u></b>		
 <b>Lottery Scholarship Trust Account</b>				
	Transfer	Interest	Total	
	\$ 291,194,731.21	\$ 20,933,056.59	\$ 312,127,787.80	
September 2023 funding 10/15/23	\$ 9,266,597.78	\$ 864,374.07	\$ 10,130,971.85	
October 2023 fundng 11/15/23	\$ 8,615,141.08	\$ 911,767.62	\$ 9,526,908.70	
November 2023 funding 12/15/23	\$ 8,313,139.36	\$ 886,147.40	\$ 9,199,286.76	
December 2023 funding 1/15/24	\$ 7,958,190.71	\$ 893,502.76	\$ 8,851,693.47	
January 2024 funding 2/15/24	\$ 9,688,101.19	\$ 1,043,247.95	\$ 10,731,349.14	
Transfer to ADHE for FY 2024 Academic Scholarship Funding 2/28/23	\$ (30,000,000.00)		\$ (30,000,000.00)	
February 2024 funding 3/15/24	\$ 6,092,946.95	\$ 940,220.39	\$ 7,033,167.34	
Transfer to ADHE for FY 2024 Concurrent Scholarship Funding 3/15/24	\$ (2,500,000.00)		\$ (2,500,000.00)	
March 2024 funding 4/15/24	\$ 11,472,242.22	\$ 870,311.23	\$ 12,342,553.45	
April 2024 funding 5/15/24	\$ 10,739,878.17	\$ 997,871.23	\$ 11,737,749.40	
May 2024 funding 6/15/24	\$ 8,566,636.78	\$ 1,010,742.05	\$ 9,577,378.83	
June 2024 funding 7/15/24	\$ 18,930,681.29	\$ 948,333.90	\$ 19,879,015.19	
Transfer to ADHE for FY 2025 Concurrent Scholarship Funding 7/26/24	\$ (4,000,000.00)		\$ (4,000,000.00)	
Transfer to ADHE for FY 2025 Workforce Scholarship Funding 7/26/24	\$ (1,000,000.00)		\$ (1,000,000.00)	
July 2024 funding 8/15/24	\$ 7,206,608.40	\$ 1,175,581.60	\$ 8,382,190.00	
Aug 14, 2024 ADHE Refund of FY 24 unused Scholarship Money	\$ 4,753,294.29		\$ 4,753,294.29	
August 2024 funding 9/15/24	\$ 8,142,984.91	\$ 1,103,917.87	\$ 9,246,902.78	
September 2024 funding 10/15/24	\$ 5,543,212.40	\$ 1,122,821.80	\$ 6,666,034.20	
Transfer to ADHE for FY 2025 Academic Scholarship Funding 10/10/24	\$ (30,000,000.00)		\$ (30,000,000.00)	
June 24 adjustment to funding 11/15/24	\$ 224,770.00		\$ 224,770.00	
October 2024 funding 11/15/24	\$ 5,330,304.17	\$ 998,667.80	\$ 6,328,971.97	
Transfer to ADHE for FY 2025 Academic Scholarship Funding 11/14/24	\$ (10,000,000.00)		\$ (10,000,000.00)	
November 2024 funding 12/15/24	\$ 8,074,413.62	\$ 860,962.82	\$ 8,935,376.44	



**Arkansas Department of Finance and Administration**  
**Office of the Arkansas Lottery**  
**Net Proceeds Analysis**

<b>Month</b>	<b>2025 Net Proceeds</b>	<b>2025 Unclaimed Prizes</b>	<b>Total Net Proceeds</b>	<b>2025 Budget</b>	<b>Over/Under Budget</b>	<b>Cumulative Balance</b>
July, 2024	\$ 8,382,190.00	\$ 121,702.00	\$ 8,503,892.00	\$ 8,991,600.00	\$ (487,708.00)	\$ (487,708.00)
August	9,246,902.78	1,410,361.00	10,657,263.78	9,223,700.00	1,433,563.78	945,855.78
September	6,666,034.20	2,581,571.87	9,247,606.07	8,358,600.00	889,006.07	1,834,861.85
October	6,328,971.97	1,513,803.01	7,842,774.98	8,775,600.00	(932,825.02)	902,036.83
November	8,935,376.44	175,571.00	9,110,947.44	8,488,700.00	622,247.44	1,524,284.27
December			-		-	
January, 2025			-		-	
February			-		-	
March			-		-	
April			-		-	
May			-		-	
June			-		-	
Sub Total	\$ 39,559,475.39	\$ 5,803,008.88	\$ 45,362,484.27	\$ 43,838,200.00		
Reserve GPW						
Total	<u>\$ 39,559,475.39</u>	<u>\$ 5,803,008.88</u>	<u>\$ 45,362,484.27</u>	<u>\$ 43,838,200.00</u>		<u>\$ 1,524,284.27</u>



**Arkansas**  
Scholarship Lottery



# **LOTTERY SCHOLARSHIP TRUST ACCOUNT**

**Arkansas Department of Finance and Administration  
Office of the Arkansas Lottery  
Lottery Scholarship Trust Account**

**Fiscal Year  
June 30,2024**

**Fiscal Year  
June 30,2025  
(YTD Nov 30, 2024)**

<b>Beginning Balance</b>			\$	249,160,965	\$	317,568,312
<b>Net Proceeds</b>				129,404,053		39,559,475 (1)
<b>Transfers to ADHE:</b>	<b>FY24</b>	<b>FY25</b>				
Academic Challenge Scholarships - Fall	9/28/23	10/10/24		(30,000,000)		(30,000,000)
- Fall Add'l		11/24/24				(10,000,000)
Academic Challenge Scholarships - Spring	2/28/24			(30,000,000)		
Concurrent Challenge Scholarships	7/14/23	7/26/24		(2,500,000)		(4,000,000)
Concurrent Challenge Scholarships	3/15/24			(2,500,000)		
Workforce Scholarships	9/28/23	7/26/24		(750,000)		(1,000,000)
				<u>(65,750,000)</u>		<u>(45,000,000)</u>
<b>Refund of Unused Scholarship Proceeds Requested:</b>	<b>FY24</b>	<b>FY25</b>				
	8/14/2024			4,753,294		
<b>Ending Balance</b>			\$	<u>317,568,312</u>	\$	<u>312,127,787</u>

Note 1 - Does not include Unclaimed Prizes.





**Arkansas**  
Scholarship Lottery



# **UNCLAIMED PRIZES REPORT**

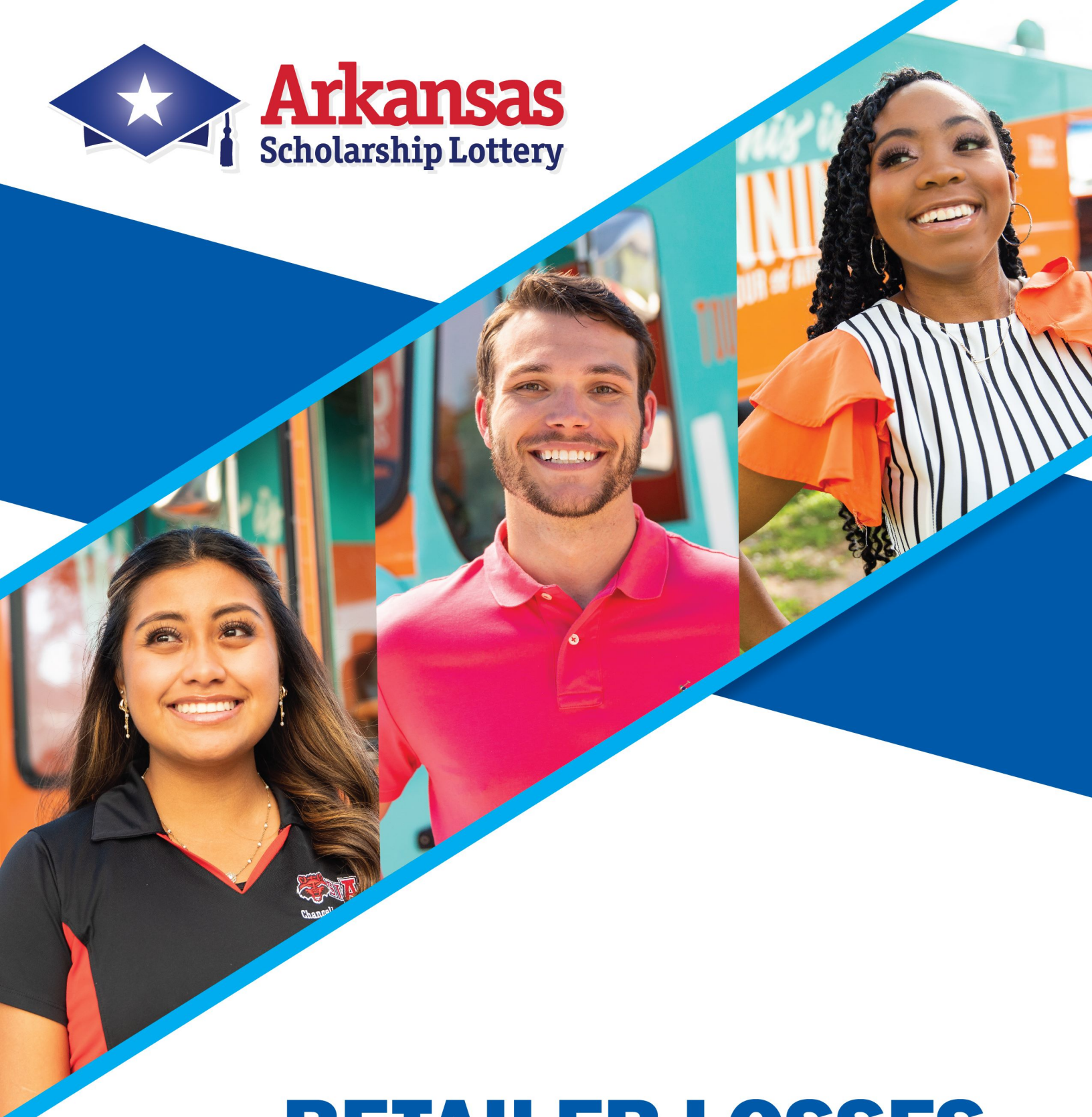
**Arkansas Department of Finance and Administration**  
**Office of the Arkansas Lottery**  
**Unclaimed Prizes**  
**November 30, 2024**

	Monthly	Year to Date
Reserve Balance July 1, 2024		\$1,000,000.00
1. Unclaimed lottery prize money:	\$175,571.00	5,803,008.88
2. Expenditures from unclaimed lottery prize money:		
3. Reserved for future prizes, promotions or reserves:	175,571.00	5,803,008.88
4. Less Deposits to net lottery proceeds from unclaimed Lottery prize money:		
Reserve Balance November 30, 2024		\$6,803,008.88





**Arkansas**  
Scholarship Lottery



**RETAILER LOSSES**

**RETAILER LOSSES**  
**(November 2024)**

<b>Retailer</b>	<b>Loss</b>
<b>None</b>	<b>\$0.00</b>
<b>Total Retailers = 2,052 (a/o 11/30/2024)</b>	<b>Total Loss = \$0.00</b>





**Arkansas**  
Scholarship Lottery



# **DEBT SET-OFF AND WITHHOLDINGS**



**Department of Finance & Administration  
Office of the Arkansas Lottery  
Debt Set-off/Collections  
And Retailer Losses  
(November 2024)**

Arkansas Debt Set-Off	Nov-24	Total Since Inception
Department of Finance and Administration	\$ 12,915	\$ 1,917,038
Office of Child Support Enforcement	\$ 1,789	\$ 750,906
Total Debt Set-Off	\$ 14,704	\$ 2,667,944

Income Taxes Withheld	Nov-24	Total Since Inception
Federal	\$ 585,121	\$ 143,574,754
State	\$ 95,023	\$ 37,865,551
Total Income Taxes Withheld	\$ 680,144	\$ 181,440,305

As of 11/30/2024

Retailer losses \$0

*This is*  
**WINNING!**





**Arkansas**  
Scholarship Lottery



# **LOTTERY SALES BY COUNTY**



# ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION

## OFFICE OF THE ARKANSAS LOTTERY

### RETAIL SALES BY COUNTY

November 1 through November 30, 2024



COUNTY	CASH 3	CASH 4	FAST PLAY	INSTANT SETTLEMENTS	LOTTO	LUCKY FOR LIFE	MEGA MILLIONS	NATURAL STATE STATE	POWERBALL	TOTAL
ARKANSAS	\$21,926.50	\$10,706.50	\$14,593.00	\$442,405.00	\$9,008.00	\$3,118.00	\$10,208.00	\$3,934.00	\$10,336.00	\$526,235.00
ASHLEY	\$13,897.50	\$19,571.50	\$6,915.00	\$262,653.00	\$2,848.00	\$2,002.00	\$6,476.00	\$1,985.00	\$8,154.00	\$324,502.00
BAXTER	\$3,022.00	\$1,564.00	\$19,274.00	\$492,890.00	\$15,336.00	\$9,708.00	\$23,908.00	\$14,309.00	\$23,115.00	\$603,126.00
BENTON	\$6,866.00	\$3,324.50	\$13,445.00	\$1,616,441.00	\$72,306.00	\$22,400.00	\$119,544.00	\$33,543.00	\$102,474.00	\$1,990,343.50
BOONE	\$322.50	\$820.00	\$23,466.00	\$357,378.00	\$7,080.00	\$2,478.00	\$16,791.00	\$5,399.00	\$14,789.00	\$428,523.50
BRADLEY	\$2,450.50	\$1,948.50	\$2,532.00	\$192,292.00	\$2,348.00	\$966.00	\$3,788.00	\$1,575.00	\$3,828.00	\$211,728.00
CALHOUN	\$2,379.00	\$496.50	\$3,796.00	\$83,800.00	\$1,330.00	\$464.00	\$1,308.00	\$863.00	\$1,487.00	\$95,923.50
CARROLL	\$2,160.00	\$565.00	\$17,219.00	\$255,768.00	\$5,194.00	\$2,166.00	\$10,473.00	\$4,155.00	\$9,976.00	\$307,676.00
CHICOT	\$7,351.00	\$2,415.00	\$8,670.00	\$158,457.00	\$4,286.00	\$2,878.00	\$8,077.00	\$3,532.00	\$10,353.00	\$206,019.00
CLARK	\$3,714.50	\$2,764.50	\$11,612.00	\$403,008.00	\$8,194.00	\$2,212.00	\$9,839.00	\$4,876.00	\$9,841.00	\$456,061.00
CLAY	\$877.00	\$15.00	\$2,271.00	\$113,867.00	\$2,036.00	\$1,252.00	\$3,040.00	\$1,508.00	\$3,360.00	\$128,226.00
CLEBURNE	\$3,512.00	\$2,121.00	\$21,002.00	\$284,994.00	\$15,128.00	\$5,252.00	\$13,684.00	\$8,767.00	\$14,589.00	\$369,049.00
CLEVELAND	\$732.00	\$246.00	\$1,569.00	\$50,380.00	\$752.00	\$510.00	\$953.00	\$325.00	\$1,110.00	\$56,577.00
COLUMBIA	\$14,756.50	\$8,259.00	\$9,659.00	\$423,661.00	\$5,278.00	\$2,782.00	\$7,012.00	\$4,864.00	\$8,893.00	\$485,164.50
CONWAY	\$13,730.50	\$2,528.00	\$11,593.00	\$446,539.00	\$15,290.00	\$4,658.00	\$12,604.00	\$8,030.00	\$12,545.00	\$527,517.50
CRAIGHEAD	\$29,786.50	\$17,831.00	\$41,858.00	\$1,760,502.00	\$35,864.00	\$13,586.00	\$45,169.00	\$17,785.00	\$42,870.00	\$2,005,251.50
CRAWFORD	\$1,638.50	\$808.00	\$14,867.00	\$409,365.00	\$18,564.00	\$5,760.00	\$22,808.00	\$9,073.00	\$21,465.00	\$504,348.50
CRITTENDEN	\$61,630.50	\$36,319.50	\$14,913.00	\$816,604.00	\$11,794.00	\$11,714.00	\$40,415.00	\$13,039.00	\$44,825.00	\$1,051,254.00
CROSS	\$5,670.50	\$3,245.50	\$5,302.00	\$342,824.00	\$3,650.00	\$1,422.00	\$6,550.00	\$3,370.00	\$6,306.00	\$378,340.00
DALLAS	\$2,841.50	\$1,503.00	\$3,224.00	\$217,804.00	\$4,256.00	\$1,010.00	\$3,478.00	\$1,645.00	\$3,913.00	\$239,674.50
DESHA	\$4,526.50	\$2,489.00	\$3,056.00	\$256,991.00	\$3,236.00	\$1,098.00	\$5,904.00	\$2,755.00	\$6,520.00	\$286,575.50
DREW	\$4,602.50	\$3,039.50	\$7,840.00	\$396,480.00	\$6,604.00	\$3,058.00	\$9,028.00	\$3,763.00	\$9,288.00	\$443,703.00
FAULKNER	\$12,116.00	\$7,172.50	\$32,610.00	\$1,326,329.00	\$48,770.00	\$15,820.00	\$49,594.00	\$27,419.00	\$50,559.00	\$1,570,389.50
FRANKLIN	\$550.50	\$29.50	\$8,250.00	\$207,735.00	\$6,958.00	\$1,346.00	\$9,085.00	\$3,883.00	\$7,961.00	\$245,798.00
FULTON	\$639.00	\$1,031.00	\$6,792.00	\$63,143.00	\$1,524.00	\$1,092.00	\$2,434.00	\$1,096.00	\$2,845.00	\$80,596.00
GARLAND	\$11,651.00	\$6,879.00	\$33,278.00	\$1,204,196.00	\$50,748.00	\$16,706.00	\$62,753.00	\$50,048.00	\$59,041.00	\$1,495,300.00
GRANT	\$3,716.00	\$1,992.50	\$4,999.00	\$202,512.00	\$7,988.00	\$2,736.00	\$7,126.00	\$4,319.00	\$6,293.00	\$241,681.50
GREENE	\$789.00	\$408.00	\$21,831.00	\$739,890.00	\$12,714.00	\$4,422.00	\$17,202.00	\$7,256.00	\$18,229.00	\$822,741.00
HEMPSTEAD	\$74,370.00	\$30,743.00	\$7,992.00	\$398,723.00	\$4,116.00	\$3,422.00	\$9,016.00	\$3,183.00	\$8,587.00	\$540,152.00
HOT SPRING	\$4,188.50	\$990.50	\$8,813.00	\$361,825.00	\$11,842.00	\$4,752.00	\$12,166.00	\$5,446.00	\$11,549.00	\$421,572.00
HOWARD	\$65,574.50	\$17,615.00	\$5,713.00	\$215,357.00	\$2,968.00	\$2,650.00	\$5,480.00	\$2,215.00	\$5,036.00	\$322,608.50
INDEPENDENCE	\$2,369.00	\$804.50	\$31,985.00	\$600,778.00	\$11,332.00	\$4,226.00	\$16,009.00	\$6,075.00	\$15,513.00	\$689,091.50
IZARD	\$11.50	\$9.50	\$7,610.00	\$77,108.00	\$2,248.00	\$678.00	\$2,935.00	\$1,461.00	\$3,297.00	\$95,358.00
JACKSON	\$21,931.00	\$13,585.00	\$12,373.00	\$354,087.00	\$5,036.00	\$1,476.00	\$6,050.00	\$3,863.00	\$6,266.00	\$424,667.00
JEFFERSON	\$47,676.00	\$47,907.00	\$42,722.00	\$1,425,594.00	\$35,210.00	\$21,748.00	\$34,858.00	\$25,143.00	\$40,045.00	\$1,720,903.00
JOHNSON	\$744.50	\$777.50	\$2,041.00	\$248,175.00	\$8,066.00	\$2,934.00	\$9,313.00	\$4,150.00	\$9,250.00	\$285,451.00
LAFAYETTE	\$10,100.50	\$5,514.00	\$1,782.00	\$96,200.00	\$894.00	\$930.00	\$2,666.00	\$602.00	\$3,436.00	\$122,124.50
LAWRENCE	\$614.00	\$247.50	\$12,315.00	\$242,557.00	\$3,842.00	\$1,398.00	\$6,216.00	\$3,491.00	\$6,157.00	\$276,837.50
LEE	\$4,122.00	\$10,581.50	\$4,615.00	\$78,553.00	\$704.00	\$1,494.00	\$2,564.00	\$616.00	\$2,707.00	\$105,956.50
LINCOLN	\$488.00	\$333.50	\$2,525.00	\$90,261.00	\$2,714.00	\$1,730.00	\$3,006.00	\$2,057.00	\$3,201.00	\$106,315.50

## ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION

## OFFICE OF THE ARKANSAS LOTTERY

## RETAIL SALES BY COUNTY

November 1 through November 30, 2024



COUNTY	CASH 3	CASH 4	FAST PLAY	INSTANT SETTLEMENTS	LOTTO	LUCKY FOR LIFE	MEGA MILLIONS	NATURAL STATE STATE	POWERBALL	TOTAL
LITTLE RIVER	\$7,481.50	\$3,838.50	\$4,561.00	\$159,142.00	\$1,552.00	\$982.00	\$4,966.00	\$1,119.00	\$4,351.00	\$187,993.00
LOGAN	\$384.00	\$41.00	\$14,830.00	\$265,615.00	\$7,254.00	\$1,712.00	\$6,458.00	\$3,963.00	\$7,968.00	\$308,225.00
LONOKE	\$16,493.50	\$10,312.50	\$48,027.00	\$1,114,585.00	\$38,846.00	\$10,552.00	\$39,243.00	\$23,368.00	\$38,119.00	\$1,339,546.00
MADISON	\$152.50	\$93.00	\$1,950.00	\$98,374.00	\$4,228.00	\$1,798.00	\$6,631.00	\$1,837.00	\$5,408.00	\$120,471.50
MARION	\$2,477.00	\$2,406.50	\$8,426.00	\$187,574.00	\$4,492.00	\$2,100.00	\$7,031.00	\$5,181.00	\$7,796.00	\$227,483.50
MILLER	\$36,201.00	\$16,429.50	\$12,512.00	\$532,372.00	\$9,004.00	\$7,738.00	\$16,390.00	\$8,203.00	\$15,445.00	\$654,294.50
MISSISSIPPI	\$54,286.00	\$24,244.50	\$10,893.00	\$752,581.00	\$6,322.00	\$3,736.00	\$17,435.00	\$5,106.00	\$18,702.00	\$893,305.50
MONROE	\$16,809.50	\$11,067.00	\$9,288.00	\$194,966.00	\$3,966.00	\$1,492.00	\$6,005.00	\$2,747.00	\$6,065.00	\$252,405.50
MONTGOMERY	\$1.00	\$0.00	\$1,438.00	\$36,219.00	\$2,086.00	\$572.00	\$2,187.00	\$917.00	\$1,881.00	\$45,301.00
NEVADA	\$4,122.00	\$3,085.50	\$1,207.00	\$163,200.00	\$1,940.00	\$1,070.00	\$3,273.00	\$1,356.00	\$3,201.00	\$182,454.50
NEWTON	\$5.00	\$70.00	\$2,424.00	\$50,872.00	\$1,354.00	\$440.00	\$1,955.00	\$957.00	\$2,337.00	\$60,414.00
OUACHITA	\$16,427.50	\$10,634.50	\$19,239.00	\$779,104.00	\$13,022.00	\$4,518.00	\$11,622.00	\$6,747.00	\$12,145.00	\$873,459.00
PERRY	\$602.00	\$898.00	\$5,278.00	\$102,782.00	\$4,052.00	\$1,434.00	\$4,126.00	\$2,352.00	\$4,368.00	\$125,892.00
PHILLIPS	\$23,141.50	\$7,091.50	\$3,295.00	\$189,259.00	\$2,524.00	\$2,482.00	\$8,542.00	\$2,960.00	\$8,500.00	\$247,795.00
PIKE	\$257.50	\$100.00	\$3,914.00	\$120,224.00	\$5,752.00	\$1,380.00	\$4,247.00	\$3,225.00	\$4,491.00	\$143,590.50
POINSETT	\$5,400.00	\$2,315.00	\$15,604.00	\$530,156.00	\$6,278.00	\$1,642.00	\$8,636.00	\$2,955.00	\$8,920.00	\$581,906.00
POLK	\$1,567.00	\$516.00	\$10,021.00	\$227,152.00	\$5,812.00	\$2,232.00	\$8,352.00	\$5,377.00	\$9,168.00	\$270,197.00
POPE	\$3,461.50	\$1,370.50	\$25,195.00	\$828,269.00	\$26,556.00	\$8,750.00	\$33,399.00	\$15,156.00	\$31,088.00	\$973,245.00
PRAIRIE	\$656.00	\$514.00	\$3,951.00	\$129,505.00	\$2,516.00	\$724.00	\$3,566.00	\$1,213.00	\$3,138.00	\$145,783.00
PULASKI	\$204,592.50	\$153,925.50	\$234,589.00	\$7,031,090.00	\$411,078.00	\$274,324.00	\$577,425.00	\$298,557.00	\$501,379.00	\$9,686,960.00
RANDOLPH	\$388.50	\$60.00	\$6,086.00	\$177,474.00	\$4,810.00	\$2,012.00	\$7,941.00	\$2,736.00	\$6,889.00	\$208,396.50
SAINT FRANCIS	\$29,160.50	\$13,883.00	\$11,062.00	\$318,750.00	\$4,302.00	\$2,502.00	\$10,576.00	\$4,057.00	\$12,019.00	\$406,311.50
SALINE	\$35,965.00	\$13,191.50	\$51,649.00	\$1,310,126.00	\$55,642.00	\$16,538.00	\$50,288.00	\$31,805.00	\$49,697.00	\$1,614,901.50
SCOTT	\$124.00	\$130.00	\$1,396.00	\$145,456.00	\$2,838.00	\$420.00	\$4,986.00	\$1,442.00	\$4,623.00	\$161,415.00
SEARCY	\$60.00	\$100.00	\$1,847.00	\$71,051.00	\$2,150.00	\$384.00	\$2,874.00	\$719.00	\$2,823.00	\$82,008.00
SEBASTIAN	\$11,901.00	\$4,369.00	\$27,228.00	\$922,790.00	\$43,004.00	\$18,978.00	\$64,203.00	\$29,609.00	\$61,934.00	\$1,184,016.00
SEVIER	\$9,476.50	\$606.50	\$1,312.00	\$167,541.00	\$2,720.00	\$1,016.00	\$5,914.00	\$2,546.00	\$5,597.00	\$196,729.00
SHARP	\$1,448.50	\$399.50	\$18,113.00	\$363,392.00	\$8,422.00	\$3,384.00	\$13,182.00	\$7,762.00	\$13,042.00	\$429,145.00
STONE	\$1,514.00	\$628.00	\$2,698.00	\$80,053.00	\$5,054.00	\$1,396.00	\$4,870.00	\$3,063.00	\$4,544.00	\$103,820.00
UNION	\$86,594.50	\$46,617.00	\$20,896.00	\$837,265.00	\$11,250.00	\$7,514.00	\$16,898.00	\$7,559.00	\$19,919.00	\$1,054,512.50
VAN BUREN	\$1,208.00	\$972.50	\$5,041.00	\$234,005.00	\$8,812.00	\$1,730.00	\$8,153.00	\$4,915.00	\$8,300.00	\$273,136.50
WASHINGTON	\$22,999.00	\$11,205.50	\$26,653.00	\$1,839,733.00	\$74,480.00	\$26,008.00	\$106,541.00	\$33,722.00	\$96,415.00	\$2,237,756.50
WHITE	\$13,447.50	\$5,311.50	\$56,311.00	\$970,318.00	\$29,196.00	\$7,718.00	\$30,447.00	\$15,073.00	\$31,328.00	\$1,159,150.00
WOODRUFF	\$2,372.50	\$1,190.50	\$5,499.00	\$136,841.00	\$2,546.00	\$1,004.00	\$3,350.00	\$975.00	\$3,426.00	\$157,204.00
YELL	\$154.50	\$285.00	\$4,344.00	\$266,043.00	\$7,116.00	\$1,930.00	\$7,094.00	\$3,683.00	\$7,080.00	\$297,729.50

ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF THE ARKANSAS LOTTERY  
RETAIL SALES BY COUNTY

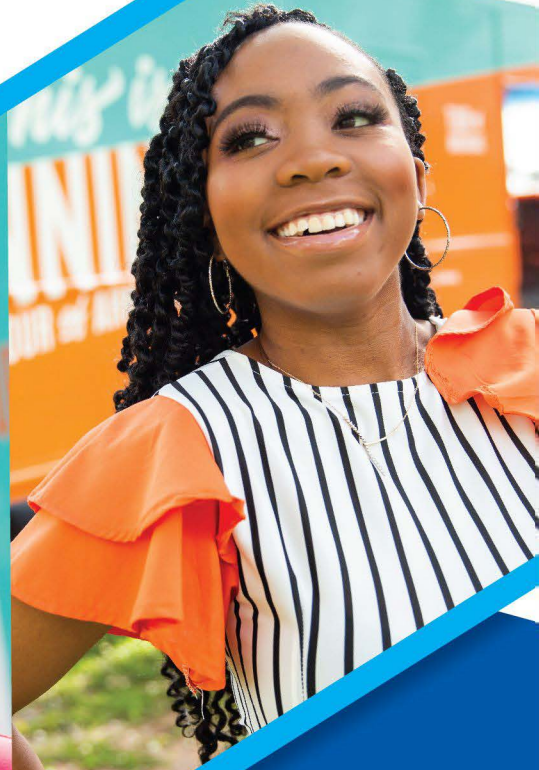
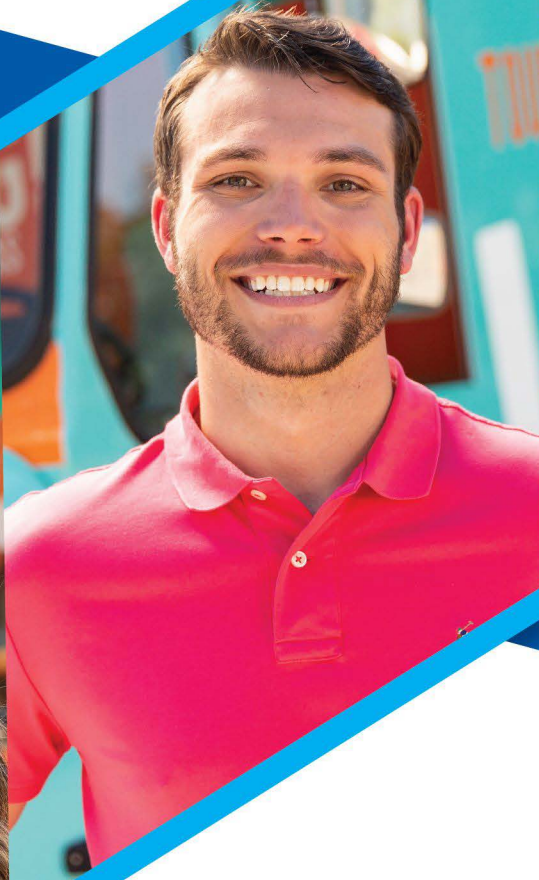


November 1 through November 30, 2024

COUNTY	CASH 3	CASH 4	FAST PLAY	INSTANT SETTLEMENTS	LOTTO	LUCKY FOR LIFE	MEGA MILLIONS	NATURAL STATE STATE	POWERBALL	TOTAL
GRAND TOTALS	*Cash 3	*Cash 4	*Fast Play	*Instant Settlements	*Lotto	*Lucky for Life	*Mega Millions	*Natural State Jackpot	*Powerball	*Total Sales
	\$1,081,377.50	\$617,104.00	\$1,183,699.00	\$39,052,005.00	\$1,289,032.00	\$612,266.00	\$1,748,336.00	\$844,380.00	\$1,652,115.00	\$48,080,314.50



**Arkansas**  
Scholarship Lottery



**TOTAL NUMBER  
OF RETAILERS**

# Arkansas Scholarship Lottery Retailer, Terminal Counts, and Vendor Service Highlights

November 2024

Retailer Count by Status	
Active	2,011
Renewal	41
<b>Total</b>	<b>2,052</b>

Terminal Count by Type	
Photon	2,132
TVM	125
DreamTouch Smart	84
<b>Total</b>	<b>2,341</b>

## Monthly Highlights

- ▶ 4,055,930 Total transactions processed through the Arkansas Scholarship Lottery System in November
- ▶ 597 service tickets resolved by Field Service and the Call Center for the month of November
- ▶ 383 Preventative Maintenance Actions completed by Field Service Technicians for the month of November







**Arkansas**  
Scholarship Lottery



**ARKANSAS  
DEPARTMENT OF  
HIGHER EDUCATION**



## Division of Higher Education

101 E. Capital Ave., Suite 300 • Little Rock, Arkansas • 72201-3818 • (501) 371-2000 • Fax (501) 371-2001

Jacob Oliva  
Secretary

Ken Warden, Ed.D.  
Commissioner

November 8, 2024

Ms. Sharon Strong, Executive Director  
Arkansas Scholarship Lottery  
124 W. Capitol Ave., Suite 1400  
Little Rock, AR 72201

Dear Ms. Strong:

I hereby certify to the Office of the Arkansas Lottery that an additional ten million (\$10,000,000) in net lottery proceeds will be required to fund the disbursement of scholarships awarded under A.C.A. § 6-85-201 et. seq. for the fall 2024 semester.

Therefore, I am requesting the amount of ten million (\$10,000,000) be transferred to the Arkansas Division of Higher Education's commercial bank account with First Security Bank by Friday, November 15, 2024. We will monitor closely and advise if additional requests for net proceeds are needed based on the submissions of the universities and colleges enrollment verification rosters.

If you require additional information or have questions, please contact me at 501.371.2026.

Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicholas Fuller", with a stylized flourish at the end.

Nicholas Fuller  
Assistant Commissioner for Finance





**Arkansas**  
Scholarship Lottery



# **INSTANT TICKET RELEASES**

**DFA/Office of the Arkansas Lottery**  
**Instant & Fast Play Games**  
**November 2024**

There were no new Instant games that started sales in November 2024.

Sales for the following Fast Play games began November 4, 2024. No ending dates have been determined for these games.

**\$1 Holiday Cash**

**\$1 Candy Cane Cash**





**Arkansas**  
Scholarship Lottery



**CONTRACTS**

Contract 1 – Szrek2Solutions LLC

Contract 2 – Louisiana Association on Compulsive Gambling

**FIRST EXTENSION OF**  
**AGREEMENT AND CONTRACT FOR**  
**COMPUTERS HARDWARE, SOFTWARE LICENSING &**  
**SOFTWARE/HARDWARE MAINTENANCE & SUPPORT**

THIS AGREEMENT dated effective as of December 17, 2024, by and between the Department of Finance and Administration Office of the Lottery ("OAL", "the Lottery", or "Office of the Arkansas Lottery"), 124 West Capitol Avenue, Little Rock, AR 72201, and Szrek2Solutions LLC ("Szrek"), 60 Spencer Avenue, East Greenwich RI 02818, witnesseth that the Parties have made the agreements set forth below:

**RECITALS**

WHEREAS, the State of Arkansas has, pursuant to Arkansas Code Annotated §23-115-205(a)(20)-(21), established OAL and authorized the Director of OAL ("Executive Director") to enter into contracts for the operation and promotion of the Lottery; and

WHEREAS, the Parties entered into an Agreement and Contract for the above noted services effective December 17, 2020 ("Original Agreement and Contract for Services" or "Original Contract"); and

WHEREAS, the Parties entered into a Supplement No. 1 to the contract effective February 5, 2021 ("Supplement No. 1 to Original Agreement and Contract for Services" or "Supplement No. 1"); and

NOW THEREFORE, in consideration of the above premises, and the mutual promises set forth below, and subject to compliance with Arkansas Law, OAL and Szrek, with this "First Extension of Agreement and Contract for Computers Hardware, Software Licensing, & Software/Hardware Maintenance & Support", or "First Extension", hereby contract as follows:

**AGREEMENTS**

1. Term of First Extension: The Parties mutually agree to exercise the option set forth in Supplement No. 1 to extend the term of the Original Contract for a period of one (1) year so that OAL may continue to receive services set forth in the Original Contract and Supplement No. 1, with an effective date of December 17, 2024, to December 17, 2025, and with the

option of mutually agreeing to one (1) final one (1) year extension, all as is set forth in the Original Contract and Supplement No. 1.

2. Terms of Compensation: Said terms of compensation shall be \$22,500.00 for the annual support fee and Szrek is to provide licensing and software support to OAL for the one (1) year period of renewal. It is understood that if any hardware support or upgrades is required to be supplied to OAL then the same would have to be negotiated separately as to cost.
3. All provisions of the Original Contract and Supplement No. 1 shall remain in full force and effect except for those provisions that are in conflict with this First Extension.
4. a. The Parties agree that any claims or disputes in contract or tort that arise between the Parties are to be governed by Ark. Code Ann. §23-115-208 *et seq.* which require such claims to be first presented to OAL and, if there is not a satisfactory resolution of the claim or dispute with OAL, such claim may be appealed to the Arkansas State Claims Commission. Nothing in this First Extension shall be construed as a waiver of the State's sovereign immunity.  
  
b. This First Extension shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this First Extension is in Pulaski County, Arkansas.  
  
c. Any legislation that may be enacted subsequent to the date of this First Extension, which may cause all or any part of the First Extension to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when the contract is renewed or extended. At such time, the Parties agree that the contract shall be amended to comply with any applicable laws in effect.  
  
d. Under Arkansas law, the release of public records including contracts is governed by the Arkansas Freedom of Information Act found at Ark. Code Ann. §25-19-101 *et seq.*



*IN WITNESS WHEREOF*, the Parties have executed this First Extension of the Original Contract and Supplement No. 1.

DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF THE ARKANSAS LOTTERY

**Sharon Strong** Digitally signed by Sharon Strong  
Date: 2024.11.12 15:56:30 -06'00'

Date \_\_\_\_\_

Sharon Strong, Executive Director,  
Office of the Arkansas Lottery

SZREK2SOLUTIONS, LLC  
**irena szrek** Digitally signed by irena szrek  
Date: 2024.11.15 13:29:42 Z

Date \_\_\_\_\_

Irena Szrek, Director

**Supplement No. 1 to Term Contract 4600048118**

This Supplement No. 1 to Term Contract No. 4600048119 (this "Supplement") is made as of Feb 5, 2021 by Szrek2Solutions, LLC, with offices located at 60 Spencer Avenue E., Greenwich, RI 02818 (the "Vendor"), and [the State of Arkansas, Department of Finance and Administration, Office of the Arkansas Lottery], with offices located at 124 West Capital, Suite 1400, Little Rock, AR 72201 (the "Lottery"). The Lottery, under its procurement authority granted under the Arkansas Scholarship Lottery Act, solicited a proposal from the Vendor to supply a random number generation system. The Vendor submitted a proposal to supply such system, dated November 13, 2020 entitled "Proposal for an Automated RNG for the Arkansas Lottery (the "Proposal"). The Lottery agreed to the terms set forth in the Proposal and issued its Term Contract No. 4600048118 (the "Term Contract") and its Purchase Order No. 4501991967. The parties wish to supplement the Term Contract to incorporate provisions of the Proposal, memorialize other agreements with respect to the implementation of the random number generation system and to incorporate other standard terms and conditions.

**1. Commercial Terms**

a. The parties agree that their Agreement consists of the Term Contract as supplemented by this Supplement. The parties further agree that the goods and services provided by the Vendor are inherently visual in nature so that their meaning cannot be conveyed non-visually, and as such Vendor is not bound by the provisions of the Term Contract relating to technology access.

b. Vendor will provide the random number generation system described in the "Proposed Solution" and "Price" sections of the Proposal, which are incorporated into this Supplement by reference (the "System"). Under the Proposal, the Vendor will provide hardware, which will be owned by the Lottery, and grant the Lottery a license to use the Vendor's software to operate the System. The Vendor will take delivery of the hardware and install the software prior to delivering the System to the Lottery. The Vendor will also provide assistance with the respect to the installation of the System, assistance with testing the System to confirm System functionality, training with respect to System operation and on-going support. Vendor will use commercially reasonable efforts to cause the System to be delivered to the Lottery by January 31, 2021. Immediately upon delivery and connection of the System components as provided below, the parties will start the System and test the System to confirm System functionality.

c. The Lottery has chosen the "Autonomous Draw Functionality" option as set forth in the "Options" Section of the Proposal; the \$5,000 annual fee will be waived by Vendor during the first year of the Term Contract to allow for the integration of the System with the Intralot gaming system. The pricing for the integration of the System with the Intralot gaming system is included in Vendor's pricing, but based upon Intralot's acceptance of Vendor's standard interface without modification. Vendor will provide to Intralot all reasonably necessary information and a reasonable level of support for the integration with Vendor's standard interface. Any modifications to this interface requested by Intralot or the Lottery will be subject to a mutually satisfactory agreement among Vendor, Intralot and the Lottery. The Lottery may select other options offered by Vendor in the Proposal at a later date. Vendor will make a good faith effort to maintain the pricing for such options but may need to adjust pricing to reflect changes in technology or general economic conditions.

d. The Lottery will prepare the environment for the installation and testing of the System and connect the hardware as specified by the Vendor. Vendor will have remote access to the System for the testing and will not be required to have anyone physically present at the Lottery for this work.

e. The Lottery will be responsible for obtaining any third party certification of the System software the Lottery determines to obtain; Vendor will provide reasonable remote assistance with respect to such certification.

f. The System and related implementation and support services described above constitute the Vendor's obligations to the Lottery. The Lottery agrees that that it will not require the Vendor to provide any goods or services, assume any obligations or take any actions whatsoever outside the scope of this Supplement. Any additional services or travel requested by the Lottery will be subject to a mutually satisfactory agreement between the Lottery and the Vendor and subject to payment at Vendor's then standard rates for work and travel time, and reimbursement of Vendor's expenses.

g. As provided in the Purchase Order, upon the execution of this Supplement the Lottery shall pay Vendor \$137,000.00 plus applicable sales tax, in a lump sum. The Lottery shall pay Vendor's annual support fee in the amount of \$22,500.00, in advance, on first, second and third anniversary of this Supplement. If the Lottery wishes to extend the Agreement, the annual support fee for the fifth year is \$22,500.00, payable on the fourth anniversary of this Supplement, and the annual license renewal and support fee for additional years is \$39,000.00, payable on each subsequent anniversary of this Supplement. These fees do not include any costs related to the hardware upgrade.

2. Software License and Support. Subject to The Lottery's compliance with the terms and conditions of this Supplement, including payment of all amounts due when due, the Vendor hereby grants to the Lottery a limited, non-exclusive, non-assignable, non-transferable right and license to use the System and any related documentation (the "Intellectual Property") for random number generation and related audit functionality, solely in connection with the operation of draws for The Lottery's games. Vendor shall retain all ownership in the Intellectual Property, and the Lottery shall not claim any rights thereto other than the license set forth herein. The Lottery shall retain ownership in and rights to the System hardware. The Lottery shall not, nor shall The Lottery authorize or permit third parties to, disclose, access, use, review, modify, alter, reverse engineer, disassemble or decompile all or any part of the Intellectual Property. The foregoing notwithstanding, Vendor acknowledges and agrees that third parties, such as Intralot and a third party selected by The Lottery to conduct an independent RNG certification, may have limited access to the System, but only if and as necessary to enable each such third party to perform its obligations to The Lottery in connection with the installation and operation of the System. The Vendor shall provide remote support for the System software, including access by phone/email to respond to questions regarding System operation, as well as emergency support to resolve critical problems if the System does not perform according to specifications.

### 3. Standard Representations and Warranties

a. Vendor represents and warrants that once operational the System will perform all functions and operate in all material respects in conformity with Vendor's specifications. Vendor shall not be liable for a breach of this warranty to the extent that such breach is the result of any of the following causes: (1) the Systems or any of their components are not being operated in accordance with Vendor's instructions, specifications, recommendations and advice; (2) a failure in the operation or performance of all or any part of The Lottery's systems which were not supplied by Vendor; (3) any act or omission of The Lottery, its customers, suppliers, subcontractors or agents, accident, neglect, abuse, misapplication, user error, incorrect operation which stresses any part of the Systems beyond its design limits or (4) fire, flood or other circumstances beyond Vendor's reasonable control. Upon notice of breach of warranty, as The Lottery's sole remedy and Vendor's sole obligation, Vendor will promptly, at its own option and expense, rectify the non-conformance of the System. THE FOREGOING WARRANTIES AND REMEDIES ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY

WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

b. The representations and warranties set forth above exclude all hardware. Vendor makes no representations or warranties regarding any hardware other than the representations provided to Vendor by the respective third-party hardware suppliers. Vendor has purchased a 7-year warranty from the server supplier, as more fully described in such its warranties. The HSM supplier does not provide a warranty other than its standard 1-year warranty. Vendor assigns to The Lottery each of applicable representations and warranties regarding hardware provided to The Lottery.

c. NEITHER PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, HOWEVER CAUSED, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. EXCEPT AS PROVIDED FOR BELOW IN THIS SECTION 3(c), VENDOR'S MAXIMUM LIABILITY WITH RESPECT TO THIS AGREEMENT SHALL BE AN AMOUNT EQUAL TO THE AMOUNTS RECEIVED BY VENDOR UNDER THIS AGREEMENT AND THE LOTTERY'S MAXIMUM LIABILITY WITH RESPECT TO THIS AGREEMENT SHALL BE THE AMOUNTS PAID (AND EARNED, IF UNPAID) TO VENDOR.

4. General

a. This Agreement shall commence on the date hereof (the "Effective Date") and continue for four (4) years. Subject to applicable law, the Lottery shall have the right to renew the software license and support provisions of this Supplement (but excluding any hardware obligations), on an annual basis, for additional years, by giving Vendor written notice of such renewal not less than sixty (60) days prior to the expiration of the initial term or any renewal term, and payment of the license renewal and support fee not later than the first day of any renewal term.

b. Either Vendor or The Lottery may terminate this Agreement if either party breaches any obligation hereunder and such breach continues for thirty (30) days after receipt of notice from the non-breaching party; provided that in the event of non-payment, such cure period shall be fifteen (15) days. Upon such termination, the non-breaching party shall have all rights at law and equity. Without limiting the generality of the foregoing, upon termination by Vendor due to The Lottery's breach, The Lottery shall cease all use of Vendor's intellectual property and immediately return all copies thereof.

c. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral. This Agreement may not be modified, and no provision herein shall be waived, except by a written instrument signed by all parties. The relationship of the parties under this Agreement is that of independent contractors. Each party acknowledges that it is solely responsible for its actions or inactions, and that nothing in this Agreement will be construed to create an agency or employment relationship between any parties. No party is authorized to enter into contracts or agreements on behalf of any other party or to otherwise create obligations of any other party to third parties. If any provision of this Agreement is found or held to be invalid or unenforceable under the law of any jurisdiction, the meaning of that provision will be construed, to the extent feasible, so as to render the provision enforceable in that jurisdiction and if no feasible interpretation shall save such provision, it will be severed from the remainder of this Agreement. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. No party shall assign this Agreement without the other parties' prior written consent.



d. The parties agree that any legal action or proceeding arising out of this Agreement shall be subject exclusively to mutually acceptable arbitration proceedings conducted in the State of Rhode Island.

IN WITNESS WHEREOF, the parties have executed this Supplement Agreement as of the date first written above.

Szrek2Solutions, LLC

[State of Arkansas, Department of Finance and  
Administration, Office of the Arkansas Lottery]

By: Irena Szrek

Name: Irena Szrek

Title: Director

By: [Signature]

Name: J. ERIC HAGLER

Title: LOTTERY DIRECTOR

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**Copy of Term Contract - DO NOT PROCESS**

Vendor No. 100243004  
 Contact  
 Your reference 1000903420

SZREK2SOLUTIONS LLC  
 60 SPENCER AVE  
 EAST GREENWICH RI 02818

Contract No. 4600048119  
 Date 12/17/2020

Contact Jacob A Saugey  
 Telephone 501-371-6182  
 Fax 501-324-9212

Our ref. SS  
 Incoterms FOB  
 DESTINATION

**Send Invoice To:**

DFA-Office of the Arkansas Lottery  
 PO Box 3238  
 Little Rock, AR 72203

**Ship To:**

ARKANSAS LOTTERY COMMISSION  
 124 W CAPITOL STE 1400  
 LITTLE ROCK AR 72201

Valid from: 12/17/2020

Valid to: 12/17/2024

Target value 204,500.00 USD

Purchase Requisition: 1000903420

Business Area: 0613

**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;

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

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

**Copy of Term Contract - DO NOT PROCESS**

Vendor No. 100243004  
 Contact  
 Your reference 1000903420

Contract No. 4600048119  
 Date 12/17/2020  
 Our reference SS

- # 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 meet 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, 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 nonvisually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

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.

TO ENSURE PROMPT PAYMENT, USE THE CONTRACT NUMBER NOTED ABOVE ON ALL INVOICES AND INQUIRES.

PLEASE SEND INVOICES TO THE BILL TO ADDRESS ABOVE.

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	10134156 TECH SERVICE, IT IMPLEMENTATION Initial project implementation of 3 production and 1 test random number generator systems	24,750.00	Lump Sum	1.00	\$ 24,750.00

**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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## Copy of Term Contract - DO NOT PROCESS

Vendor No. 100243004  
Contact  
Your reference 1000903420

Contract No. 4600048119  
Date 12/17/2020  
Our reference SS

Item	Material/Description	Target QtyUM	Unit Price	Amount
0002	10129502 COMPUTERS HARDWARE Purchase of 4 trusted quick draw systems (3 production and 1 test)	4 each	6,700.00	\$ 26,800.00
0003	10105258 SOFTWARE LICENSE Software system license for 3 production and 1 test models for 5 years	1 each	85,450.00	\$ 85,450.00
0004	10134304 SOFTWARE/HARDWARE MAINTENANCE & SUPPORT Maintenance and support of the 4 quick draw systems for years Two (2) through Four (4). Each year is \$22,500	3.00 Lump Sum	22,500.00	\$ 67,500.00
Estimated Net Value				204,500.00
If you have questions regarding this Term Contract; contact Alan Saugey at 501-371-6182 or Melanie Hazeslip at 501-682-5229				

## GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

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

DFA - Office of the Arkansas Lottery



# MEMO

To: Governor's Office

From: DFA - Office of Arkansas Lottery

Date: 12/17/2020

Re: Solicitation for Review - Purchase Requisition # 1000903420 Szrek2Solutions \$227,000

**Overview:** Purchase an Automated Draw Management System to replace 4 current Random Number Generator machines. This will ensure that the drawing process is not subject to tampering, faults, and human error.

**Length of Contract:**

Initial Contract Term: 4 years

Optional Renewals: 2 one-year renewals

**Anticipated Total Projected Cost:** \$305,000 (includes optional renewals @ \$39,000 per year)

**Funding:** DFA Office of Arkansas Lottery Operating Account

**Agency Contact Information:**

Name: Katrina Burnett

Phone: 501-683-1871

Email: Katrina.Burnett@arkansas.gov

**Recommendation:** Would appreciate approval or next steps on this procurement.

Approve ☐

Deny ☐

Request More Information ☐

Discuss ☐

**Note:** A signature is only required for requests with a total projected cost of \$1,000,000 or greater.

By signing this memo, I have reviewed and approve the bid solicitation request.

  
\_\_\_\_\_  
Signature (Agency Director)

12.17.20  
\_\_\_\_\_  
Date

Purchase of an Automated Draw Management System to replace four current Random Number Generators. This will serve to ensure that the drawing process is not subject to tampering, faults, and human error. Furthermore, the implementation of the proposed system will serve to create economies and efficiencies that are unavailable with the current Random Number Generators machines. The resulting implementation will allow for a reduction in staff to reduce personnel costs; the automated nature of the proposed machines will also serve to establish a more robust and error-free drawing process and the system will alert staff when any modification, intrusion, or fraudulent activity is detected. This allows the staff to mitigate risk in real time to not miss any draw times.

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## STATE OF ARKANSAS SERVICES CONTRACT

<b>Contract #</b>		<b>Federal ID#</b>	
<b>Service Type</b>	Professional Consultant Services (PCS)	<b>Procurement Method</b>	Competitive Bid

1. **Contracting Parties.** State of Arkansas is hereinafter referred to as the Department and contractor is herein after referred to as the Contractor.

<b>Department No. &amp; Name</b>	0613 - DFA - Management Services Division - Office of Arkansas Lottery
<b>Division</b>	Not Applicable

Contractor Name	Louisiana Association on Compulsive Gambling		
Contractor Address	1325 Barksdale Blvd., Bossier City, LA 71111		
Contractor Number		Minority/Women Owned Business	<input type="radio"/> Yes <input checked="" type="radio"/> No

2. **Objectives, Scope, and Performance.** Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

This contract is for problem gambling helpline services for the Arkansas. The Louisiana Association on Compulsive Gambling (LACG) will provide helpline services to the state of Arkansas for problem gambling from December 1, 2024 - November 30, 2025. Services include answering 24/7 the Arkansas problem gambling helpline calls/chats/texts, use of 100 language line minutes, mailing callers requested packets, and sending OAL one standard helpline report by the 15th of every month. For more detail, see attached contract (attachment 4).

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on 12/01/2024, and shall continue until 11/30/2025, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Ark. Code Ann. § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.



The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than 11/30/2025 (mm/dd/yyyy).

4. **Contractor's Performance Obligations.** Contractor, for the duration of the Contract and as consideration for the Department's payment as set forth below, shall provide the following to the Department:

Please see attachment 4.



The parties agree that this paragraph 4 of the Contract, and any incorporated attachment, fully sets forth the Contractor's performance upon which the Department's obligation to pay the Contractor is conditioned. (if the space provided is not enough to fully specify the Contractor's duty to perform and to identify the standards of satisfactory performance, the Contractor's covenant to perform must be set forth in Attachment 5 hereto, Performance Details, the terms of which, if any, are incorporated herein by reference.)

5. **Department's Payment Obligations.** Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

3) The Parties agree to the following terms of payment for the time period of yearly contract: LACG is to provide, for services rendered, a monthly invoice to OAL via email sent to [ASL.Invoices@arkansas.gov](mailto:ASL.Invoices@arkansas.gov) and [Brent.Standridge@arkansas.gov](mailto:Brent.Standridge@arkansas.gov). Upon receipt of the email invoice OAL shall remit payment to LACG within ten (10) business days of the receipt of the invoice.

Payments will be sent to:  
LACG-Helplines, ATTN: Accounts Receivable  
1325 Barksdale Blvd., Ste. 219  
Bossier City, LA 71111

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract. The Department shall not pay Contractor except as set forth. The parties also agree that the method(s) of determining the amount of payment corresponding to the Contractor's satisfactory performance is/are set forth in this paragraph 5 such that the total payment owed under the Contract can be determined by

reference thereto. (If the space provided is not enough to fully set forth the information needed to determine proper compensation owed by the Department for Contractor's satisfactory performance under the Contract, that information must be set forth in Attachment 2, Calculation of Compensation, the terms of which, if any, are incorporated herein by reference.)

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: \$ 21,978.00 (**Initial Contract Amount**).

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: \$ 21,978.00 (**Total Projected Contract Amount**).

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Ark. Code. Ann. § 19-11-265, the Contract shall be submitted for legislative review prior to its effective date.

6. **Terms and Conditions of Solicitation Incorporated and Order of Precedence.** The parties agree that the agreement in this Contract memorializes and incorporates by reference any and all written representations, warranties, terms, and conditions, set forth in the underlying solicitation document and the bid or proposal that became the basis of the Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless expressly amended hereby.

Accordingly, the provisions of this memorialization of the Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this memorialization and the specific provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation \_\_\_\_\_ (Solicitation number) including all Addenda;
- C. Contractor's response to the solicitation.

7. **Termination & 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 Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.

- B. **For Convenience.** The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.
- C. **For Cause.** The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30)

days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

**8. Non-negotiable Governing Law and Venue.**

- A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.
- B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract 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. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.
- C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

**9. Non-negotiable Sovereign Immunity.** Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.

**10. Non-negotiable Intergovernmental/Cooperative Use.** In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

**11. Non-negotiable Disclosure Required by Executive Order 98-04.** Any contract or amendment to a contract executed by an agency which exceeds \$10,000 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 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. Compliance.** The Contractor shall ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:

- A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement

Law related to the content and review of the Contract; and

B. Subject to the relevant ethical provisions of § 19-11-701 et seq.

- 13. Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. Assignment/Subcontracting.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- 15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Ark. Code Ann. § 19-11-265.
- 16. Records.** Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.
- 17. Non-waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.
- 19. Attachments.**

  1. Certification of Contractor
  2. Calculation of Compensation, as applicable;
  3. Source of Funds
  4. Objectives, Scope, and Performance Standards, as applicable; and
  5. Performance Details, as applicable
  6. Additional Attachments as applicable
    - A. LACG agreement for Problem Gambling Helpline Ser
    - B.
    - C.



**20. Notices.**

- A. Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.
- B. Receipt of Notice.** A notice given under this Contract will be effective on
- i. the other party's receipt of it, or
  - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
- C. Issuance of Notice.** All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

**Contact #1 – Department Representative submitting/tracking this contract**Brent StandridgeChief Legal CounselNameTitle(501) 683-2031Brent.Standridge@arkansas.govTelephone#Email**Contact #2 - Department Representative with knowledge of this project (for general questions and responses)**Casey HargisFinancial AnalystNameTitle(501) 683-1894Casey.Hargis@arkansas.govTelephone#Email**Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)**Karen ReynoldsMarketing & Advertising DirectorNameTitle(501) 353-9525karen.a.reynolds@arkansas.govTelephone#Email

**21. Technology Access.** If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software ("Information Technology"), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at <https://www.dfa.arkansas.gov/images/uploads/procurementOffice/technologyAccessClause.pdf> and are included herein by reference, as applicable.

**22. SIGNATURES**

DEPARTMENT SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE DEPARTMENT UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided in Section 3 above.

**CONTRACTOR AUTHORIZED SIGNATURE**

**DEPARTMENT AUTHORIZED SIGNATURE**

Sharon Strong

Don Pledger

Printed Name

Printed Name

OAL Executive Director

Executive Director, Louisiana Association on Compulsivi

Title

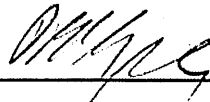
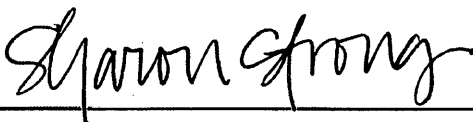
Title

124 W. Capitol Ave., Suite 1400, Little Rock, AR 72201

1325 Barksdale Blvd., Suite 219

Address

Address



Signature

Signature

Sharon Strong

Digitally signed by Sharon Strong  
Date: 2024.11.29 20:53:27 -06'00'

11-25-24

Date

Date

## Attachment #1

## CERTIFICATION OF CONTRACTOR

Sections A, B and C apply to all service contracts. Sections D and E apply to Professional and Consulting Services contracts only.

A. "I, Don Pledger Executive Director - Louisiana Association on Compulsive Gambling  
(Contractor) (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of the State of Arkansas will receive any personal, direct or indirect monetary benefits as a result of the execution of this contract that would violate the law." Where the Contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts Contractor has with any other state government entities. (Not applicable to contracts between Arkansas state departments. If no contracts or subcontracts, please put "Not applicable" or "None.")

None

C. Is Contractor currently engaged in any legal controversies with any state agencies or representing any clients engaged in any controversy with any Arkansas state department? If no controversies, please put "Not applicable" or "None."

None

D. Contractor shall list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the State at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the departments and the persons listed below.

Name	Address	Relationship
See Attachment		

**CERTIFICATION OF CONTRACTOR CONT'D**

E. The State has no managerial responsibilities over the Contractor or Contractor's employees. In carrying out this contract, Contractor understands and represents that there is no employment relationship between the contracting parties.

F. By checking the box below, the Contractor certifies that Contractor: (1) does not boycott Israel and shall not boycott Israel during the aggregate term of the corresponding Contract.

☒ Contractor does not and shall not boycott Israel



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

## Attachment #2

### Calculation of Compensation

**Calculation of Compensation (for Professional & Consulting Service Contracts Only):**

- A. In the table below, provide the various levels of expertise, the number of personnel for each level, the compensation rate, and total for each level, as applicable.

Level of Personnel	Number	Compensation Rate	Total for Level
<b>TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)</b>			<b>\$ 0.00</b>

- B. In the table below, provide any allowable reimbursable expenses, estimated rates, and a total for each level.

Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
<b>TOTAL REIMBURSABLE EXPENSES</b>		<b>\$ 0.00</b>

Total compensation inclusive of expense reimbursement: \$ 0.00

Annual Contract Amount: \_\_\_\_\_

**Calculation of Services and Commodities (for Technical & General Service Contracts Only):**

- A. In the table below, as applicable, provide the various services to be rendered, the quantity, cost per item, and total cost.

Services	Quantity	Cost Per Item	Total Cost
Problem Gambling Hotline S	12	1831.50	\$ 21,978.00
<b>TOTAL SERVICES</b>			<b>\$ 21,978.00</b>

- B. In the table below, as applicable, provide the various commodities, quantity, cost per item, and total cost

Commodities	Quantity	Cost Per Item	Total Cost
<b>TOTAL COMMODITIES</b>			<b>\$ 0.00</b>

Total services inclusive of commodities: \$ 21,978.00

Annual Contract Amount: \_\_\_\_\_

**Attachment #3****Source of Funds**

**Source of Funds the Department intends to draw on.** This is provided for informational purposes only. It is required under Arkansas Procurement Law and is not a performance obligation of the Department or an unconditional promise to pay from the sources identified.

<b>Fund Source</b>	<b>Identify Source of Funds *</b>	<b>Fund</b>	<b>Fund Center</b>	<b>Amount of Funding</b>	<b>% of Total Contract Cost</b>
Other	Lottery Funds	7006130	613U	\$ 21,978.00	100 %
					%
					%
					%
					%
					%
<b>TOTALS</b>				<b>\$ 21,978.00</b>	<b>100.00 %</b>

Identify whether State general revenue funds (GRF), special revenue funds (SRF), federal funds (FED), or other public funds (Other) are the source. Identify each specific source of SRF, such as special taxes or fees, in the "Identify Source of Funds" column. Similarly, if Other public funds, such as tobacco funds, general improvement funds, etc., are being used to pay the Contractor, these should be specified in the "Identify Source of Funds" column.

## LACG Employee and Contractor List

	Name	Job Title
1	Ashford McLain	Supervisor
2	Below, Gregory A.	Director of Helpline Services
3	Bryant, Elizabeth	Online Emotional Coordinator
4	Buckner, Cheryl	Resource Coordinantor
5	Darby, Jerome	MSW
6	Day, Gwen	Supervisor
7	Don Pledger	Executive Director
8	Holt Alia	Data Auditor
9	Kiondra Chambless	988 Program Manager and Helpline Coordinator
10	Kleckinger, Heather	Director of 988 Lifeline
11	Muellenschlader, Grace	Data Auditor
12	Pilcher, Tina	Training Coordinator and Administrative Assistant
13	Rachal- Simmons, Lakedra L.	Data Auditor
14	Rayuna Smithl	Director of Human Resources
15	Stacey Pierce	On Call, LPC
16	Vasco, Bridget	Administrative Assistant
17	Williams, Rosalyn	LPC-S
18	Abram, Angel	Helpline Specialist
19	Allison, Melca	Helpline Specialist
20	Bradford, Candice	Helpline Specialist
21	Byrd, Haley	Helpline Specialist
22	Dowden, Lindsay	Helpline Specialist
23	Fields, Melanie	Helpline Specialist
24	Floyd, Carlston	Helpline Specialist
25	Grigsby, Russell	Helpline Specialist
26	Harris, Keiayra	Helpline Specialist
27	Hoston, Sharon	Helpline Specialist
28	Jackson, John	Helpline Specialist
29	Jones, Linda	Helpline Specialist
30	King, Kathleen	Helpline Specialist
31	Marshall, Brittani	Helpline Specialist
32	Mays, Brittany	Helpline Specialist
33	Power, Eleshia	Helpline Specialist
34	Rison, Ambrielle	Helpline Specialist
35	Rogers, Odette	Helpline Specialist
36	Smith, MarKendra	Helpline Specialist
37	Thomas, Richardoney	Helpline Specialist
38	Tisby, Raven	Helpline Specialist
39	Watley, Iberia C.	Helpline Specialist
40	White, Deann	Helpline Specialist
41	Wilson, Jatavia	Helpline Specialist
42	Wisner, Rosemary	Helpline Specialist

	Name	Contracted Counselor
1	Clifton, Mona	On Call, LPC
2	Goeckel, Danielle	On Call, LPC
3	Murphy, Alden	On Call, LPC
4	Pierce, Stacey Fuselier-	On Call, LPC
5	Shirley, Cheryl	On Call, LPC
6	Veuleman, Amanda	On Call, LPC

**(ATTACHMENT 4 TO SRV-1)**  
**Louisiana Association on Compulsive Gambling**  
**Agreement for Problem Gambling Helpline Services**

**Name of Contractor & Address:**

Dept. of Finance & Admin.- Office of the Arkansas Lottery (hereinafter referred to as "OAL"), 124 West Capitol Ave., Ste. 1400, Little Rock, AR 72201

Attn: Sharon Strong, Karen Reynolds, Brent Standridge

**1. Agency Competence**

**1. General Organization Overview:**

The Louisiana Association on Compulsive Gambling (hereinafter, "LACG") was established in 1994 to provide educational, prevention, and treatment services in the field of problem gambling. The Louisiana Problem Gamblers Helpline was established January 1, 2000. LACG offices are located at 1325 Barksdale Blvd., Ste. 219, Bossier City, LA 71111; telephone: 318-227-0883. Website: [www.helpforgambling.org](http://www.helpforgambling.org)

Don Pledger is the Executive Director and Gregory Below is the Director of Helpline Services.

**2. Helpline Credentials:**

In July 2017, the LACG Helpline Program was the first call center in the United States to receive a Problem Gambling Helpline accreditation from Contact USA (currently known as the International Council for Helplines). Accreditation is an intensive process requiring Helplines to meet 73 standards regarding Governance, Fiscal and Business practices, Training, Supervision and Evaluation of Helpline Specialists, Service Standards, Community Integration, and Facilities and Equipment. In 2022, we renewed all accreditations.

**3. Areas of Helpline Services:**

Our LACG- BL contracts with the Louisiana Department of Health for (2) statewide Helplines, and the 988-Suicide & Crisis Lifeline. We also contract with the National Council on Problem Gambling-which includes D.C. and (13) other states, and we have (9) individual states contracts for Helpline services.

**4. Our organizational site plan for the Helpline including our plan for ongoing in-service training/or Helpline staff.**

LACG-Helplines is the largest of the organizations' four program services having answered over 2.2 million calls/texts/chats since 2000. The Helpline operations is managed by a Director of Helplines who is under the supervision of the Executive Director, who has a Board of Directors comprised of 10 men and women from across the state. Helpline staff are comprised of "Helpline Specialists" that have completed a minimum of 100 hours of training. We also have an administrative team that compiles daily intakes, report data, resources updates, supervision, and general oversight of Helpline continuity of care. Continuing education is built into monthly, quarterly, and annual mandatory staff meetings. Annual employee performance evaluations and quality assurance are reviewed with each employee.



## **II. Helpline Staff Competence**

1. Staff scheduling patterns that provide 24/7 live person contact to all callers.

The Helpline is a 24 hour, 7 days a week, 365 days a year operation. Helpline Specialists are scheduled in different shifts and overlap to best answer the Helplines at all hours, every day, including holidays. There are approximately 35 full and part-time Helpline Specialists who support the basic schedule. All Administrative staff are equipped to back-up the core team, when necessary. We do not use volunteers. All Helpline Specialists complete the same training process and are accountable for the same in-service trainings; therefore, they have an equal mastery of the procedures and skills necessary to accommodate all callers and contacts on all Helplines.

There are no mechanical or automated telephone directories. Every Helpline call is answered directly by a live Helpline Specialist.

2. Educational, professional, certifications and other qualifications of staff.

Many Helpline Specialists hold Bachelor or Masters degrees, some are enrolled in college or are in graduate school, while others are nurses and clinicians working part-time for LACG. Some of the staff are recovering from gambling or substance use. Essential qualifications consist of an innate ability for empathy and understanding of others and possession of communication skills allowing for supportive listening, information, and referrals. All Helpline Specialists begin with a three-month extensive training period which includes, but is not limited to, observing problem gambling calls and becoming familiar with problem gambling resources. The gambling specific portion of the training curriculum includes; DSM-5 Gambling Disorder criteria; common signs and symptoms of problem gambling; components which make gambling activity addictive; similarities and differences between Gambling and Substance Use Disorders; links between Gambling Disorder and other behavioral and mental health conditions; Gambling Disorder and suicidality; screening assessments for Gambling Disorder; and the neuroscience of Gambling Disorder. All trainees are also required to attend an open Gamblers Anonymous 12- Step support group meeting within their first 60 days of employment. All Helpline Specialists complete the Applied Suicide Intervention Skills Training (ASIST) based on availability of the training. Outside of the scope of gambling specific trainings, the Helpline Specialists complete training modules on active listening skills, self-awareness, crisis intervention, substance use disorders, mental illness, intake procedures, and specific caller issues.

3. Protocol for answering Helpline calls, including a data collection form and procedures.

Answering protocol is for a Helpline Specialist to answer the call/contact with an offer for assistance and they are to answer a call by the third ring. The caller/contact takes over from there. A proprietary data Intake Form logs the contact. Helpline Specialists are trained to complete detailed data collection intakes in a relaxed and conversational manner. This facilitates the caller/contact to feel comfortable enough to discuss their situation. Based on the person's immediate need, the Helpline Specialist will identify the resources near to the contact and provide resources near their location. All callers/contacts are offered a follow-up call and/or information in the mail.

Helpline Specialists are trained that the process of a call/contact should generally begin with establishing a rapport/building a relationship, clarifying, defining the caller's problem, exploring resources with caller, collaborating on a plan of action and wrapping up the call by assessing how the person currently feels and summarizing next steps.

4. Description of training and protocols in place for crisis and/or suicidal callers.

All Helpline Specialists complete the Applied Suicide Intervention Skills Training (ASIST) along with related training.

The protocol is for the answering Helpline Specialist to alert another Specialist on duty of the potential suicidal caller. If the call is a crisis call (having a potential for suicide or harm to self or another) the assisting Specialist contacts the on-call licensed mental health professional/counselor. This Team - Helpline Specialist on the line with the caller, the assisting Specialists, and the on-call counselor- together assess the immediate concerns and needs of the caller. Helpline Specialists are trained to assess suicide risk by utilizing a Suicide Risk assessment and to complete a Safety Planning process.

The Suicide Risk assessment and Safety Planning process meets the guidelines and standards suggested as best practices by the National Suicide Prevention Lifeline. Callers are assessed for suicidal desire, suicidal capability, suicidal intent, and buffers/connectedness. Safety Planning includes: caller identified warning signs of when the safety plan should be implemented, caller identified coping strategies that can be done independently, caller identified people or social settings that could be used as a coping/support strategy, caller identified safety contacts, resources the caller is willing to contact during a crisis, steps the caller is willing to make to remove/dispose of their self-harm means.

5. Procedures to handle caller information confidentially.

All caller intake information is stored on an in-house data server with back-up systems. Caller's information is only shared with appropriate emergency services in the event of a suicidal situation but is not shared with any outside agencies. All LACG program operations adhere to 42CFR Part 2 regarding client/patient record confidentiality.

6. Helpline capacities for languages translation and 1TY/1TD callers.

Our Helpline contracts with Language Line services to provide interpreter services in over 150 languages. Our Helpline has received calls from hearing impaired callers who utilized an interpreter.

7. Our approach to identifying and keeping current with the problem gambling-specific and general- referral resources in the targeted states.

Our administrative Helpline staff structure includes Resource Coordinators. This Helpline job is to maintain the accuracy of our referral databases. The Resource Coordinators and team do this by routine resource verifications updating information from the NCPG counselor database, the contractor, and having contact with entities within the proper state that will assist our efforts.

8. Our approach to providing problem gambling-specific and general referrals and resources to callers.

Helpline Specialists are trained to listen to every caller's unique situation and match each issue they are facing with an appropriate resource. Helpline Specialists seek to link the caller with a qualified, professional counselor and/or agency within the caller's area, whenever possible. Information is also provided for Gamblers Anonymous support group meetings, shelter information, treatment facilities, and other resources - such as websites - that the caller/contact expresses an interest in.

### 9. Description of our monthly reporting process:

To ensure data accuracy, the Helpline Specialists are required to have another Helpline Specialist review and initial each Intake before the end of their shift. Intakes are reviewed again by Data Auditors who collect daily statistical information. The daily numbers are reviewed and reconciled for any possible errors weekly. The monthly report is then generated by the Data Auditors and reviewed by either the Director or Data Auditor team. Once the report is completed it is then sent to the contractor.

### III. Terms of Contract Agreement:

Per this agreement LACG will provide the following Helpline services for these costs and fees;

- 1) The monthly charge of \$1831.50 (yearly charge of \$21, 978.00) will include: Answering 24/7 the AR problem gambling Helpline calls/chats/texts, use of 100 (one hundred) language line minutes anything over the 100 minutes would be an additional cost of \$1.60 per minute, mailing to callers requested packets, and (1) standard Helpline Report sent monthly to OAL/B. Standridge by the 15<sup>th</sup> of the following month.
- 2) If the OAL wants additional monthly reports the costs begin at a listed fee scale provided by LACG. The additional fees can be added to the above monthly charge.
- 3) LACG will contract and work with OAL to answer calls/chats/texts, and other appropriate resources, utilizing the referral resource directory provided by OAL.
- 4) In the event the call/contact volume increases 25% from the numbers in 2024, for time period of 12/1/24-11/30/25, LACG may renegotiate a monthly fee increase with agreement from OAL.

Per this agreement, OAL will:

- 1) Provide the LACG a full listing of the treatment/ help resources throughout Arkansas for referral purposes. The Helpline will incorporate that directory into our referral system.
- 2) Contact the LACG anytime they need to update their resources/referrals by way of sending information to the Director and/ or the Resource Coordinators.
- 3) The Parties agree to the following terms of payment for the time period of 12.1.2024-11.30.2025: LACG is to provide, for services rendered, a monthly invoice to OAL via email sent to [ASL.Invoices@arkansas.gov](mailto:ASL.Invoices@arkansas.gov) and [Brent.Standridge@arkansas.gov](mailto:Brent.Standridge@arkansas.gov). Upon receipt of the email invoice OAL shall remit payment to LACG within ten (10) business days of the receipt of the invoice. This provision shall govern the payment process between the Parties as opposed to any other conflicting terms appearing in the contract.

Payments will be sent to:  
LACG-Helplines, ATTN: Accounts Receivable  
1325 Barksdale Blvd., Ste. 219  
Bossier City, LA 7111

## TERMINATION AND OTHER CLAUSES:

This agreement between OAL and LACG-Helplines can be terminated for any reason with a 30-day written notice from either party.

Neither party shall have any liability to the other party if it becomes unable to timely perform the agreed services due to fire, explosion, lightning, pest damage, power surge/failure, strikes, labor disputes, water, acts of God, the elements, war, civil disturbance, acts of civil or military authorities, or the public enemy, inability to secure raw materials, fuel or energy shortages, transportation facilities, acts of omissions of communications, carriers, or other causes beyond the party's control whether or not similar to the foregoing.

The parties agree, as is required by Arkansas State Law, that any claims or disputes in contract or tort that arise between the parties are to be governed by Ark. Code Ann. §23-115-208 *et seq* which require such claims to be first presented to OAL and, provided that there is not a satisfactory resolution of the claim or dispute with OAL, by way of appeal to the Arkansas State Claims Commission. Nothing in this contract shall be construed as a waiver of the State's sovereign immunity.

This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is in Pulaski County, Arkansas.

Any legislation that may be enacted subsequent to the date of this Contract, which may cause all of any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when the contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.

Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Ark. Code Ann. §25-19-101 *et seq*.

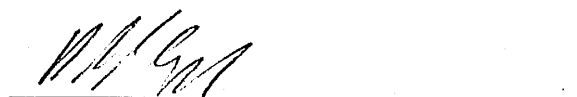
*IT IS SO AGREED TO BY AND BETWEEN THE PARTIES.*

For OAL:

  
Sharon Strong, Executive Director

Date Sharon Strong Digitally signed by Sharon Strong  
Date: 2024.11.29 20:55:14 -06'00'

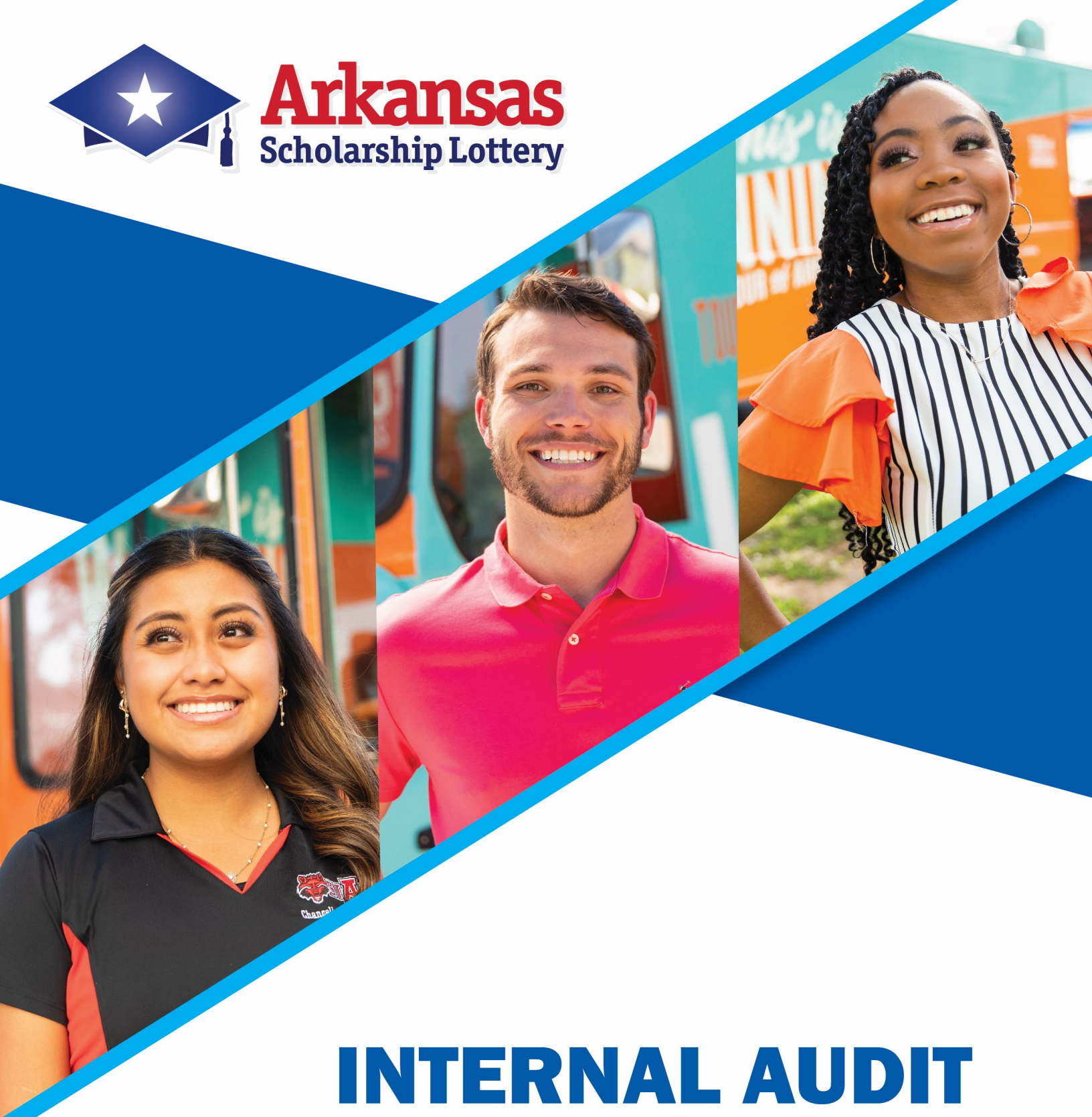
For LACG:

  
Don Pledger, Executive Director

Date 11-25-24



**Arkansas**  
Scholarship Lottery



# **INTERNAL AUDIT REPORTS**



Arkansas Department of Finance and Administration  
Office of the Arkansas Lottery  
Internal Auditor Reports  
November 1 through November 30, 2024

Office of the Arkansas Lottery had no audit reports issued during the reporting period of November 2024.



**Arkansas**  
Scholarship Lottery



# **ARKANSAS LOTTERY MINORITY REPORT**

**ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF THE ARKANSAS LOTTERY**

**OFFICE OF THE ARKANSAS LOTTERY MINORITY AND FEMALE OWNED DIVERSITY COMPLIANCE REPORT  
November 1 through November 30, 2024**

<b>Vendors</b>	<b>Goods or Services</b>	<b>Diversity Classification</b>	<b>November 2024</b>	<b>FY 2025 Total</b>
Government Supply Services	Office Furniture/Supplies	CMBE	\$ 404.33	\$ 1,172.05
A-Absolute Moving & Hauling	Moving Office Furniture	CMBE	\$ 715.58	\$ 1,259.60
<b>Totals</b>			<b>\$ 1,119.91</b>	<b>\$ 2,431.65</b>

**INTRALOT MINORITY AND FEMALE OWNED DIVERSITY COMPLIANCE REPORT  
November 1 through November 30, 2024**

<b>Vendors</b>	<b>Goods or Services</b>	<b>Diversity Classification</b>	<b>November 2024</b>	<b>FY 2025 Total</b>
J Kelly Referrals and Informations Services	Call Center/Information Services	CMBE	\$ 34,784.76	\$ 167,289.06
<b>Totals</b>			<b>\$ 34,784.76</b>	<b>\$ 167,289.06</b>

**SCIENTIFIC GAMES MINORITY AND FEMALE OWNED DIVERSITY COMPLIANCE REPORT  
November 1 through November 30, 2024**

<b>Vendors</b>	<b>Goods or Services</b>	<b>Diversity Classification</b>	<b>November 2024</b>	<b>FY 2025 Total</b>
Expedited Transportation Service	Transportation Services	DBE	\$ 2,675.88	\$ 22,107.46
Pure Cleaning Services	Janitorial Servies	MBE	\$ 2,566.98	\$ 7,771.78
Ingage, LLC	Fulfillment Services and Prizes	WBE	\$ -	\$ 6,900.61
<b>Totals</b>			<b>\$ 5,242.86</b>	<b>\$ 36,779.85</b>