AGENDA ITEM HISTORY SHEET

ITEM TITLE	**AGENDA NO. 18**
AlliConnect Contract Approval	**AGENDA DATE:** 10-28-2025

FUNDING CERTIFICATION (Finance Director) (Signature, if applicable)

MANAGEMENT STAFF REVIEW (Signature)

MAYOR (Signature)

ITEM HISTORY (Previous Council reviews, action related to this item, and other pertinent history)

AlliConnect is a software platform for first responder mental health that the Police Department has been utilizing for the past year in conjunction with our Officer Wellness Unit. The City Attorney has already reviewed and approved the contract wording.

ITEM COMMENTARY (Background discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

The PD would like Council approval for a five year contract with the vendor. Our first year was a reduced rate introductory price. We have signed an extension for the remainder of 2025. This contract would go into effect on 01-01-2026. This locks in our annual price for the next five years. This service allows our Officer Wellness team to conduct and monitor wellness check-in's on our employees. Analytics are also available to gauge departmental mental health responses. 24/7 on-call clinician support is included in the new contract. Annual training is also included. The increased price of the contract would be adjusted in our annual budgets for years 2026-2030 (001-0600-5604). Total contract price = $53,900 (see attached payment schedule)

(This section to be completed by the Mayor)

ACTION PROPOSED (Motion for Consideration)

Bryant Police Department

312 Roya Lane Bryant, AR 72022

Phone: (501) 943-0943 Fax: (501) 943-0977

Carl Minden
Chief of Police

J. W. Plouch
Assistant Chief

November 18, 2024

AlliConnect

We are excited to announce that the Bryant Police Department has partnered with AlliConnect to offer a wellness check-in for every member. You will be invited to participate starting on **December 2, 2024**, and the opportunity will last until **January 2, 2025**.

What is AlliConnect? It offers a suite of wellness and resilience tools designed specifically for first responders. These tools take a personal approach to getting you the support you need faster.

Alli Connect starts with a digital wellness check to give you a baseline of your current wellness and find the 'next step' for you. This wellness assessment is 100% confidential, and your results will immediately be available. Your Administration cannot use this information against any individual; all data is encrypted and remains with AlliConnect.

How much will this cost? Nothing. The Bryant Police Department has partnered with AlliConnect to provide employees with the tactical wellness check at no cost to you.

We know privacy is a concern, especially regarding your mental health. AlliConnect is 100% confidential, fully encrypted, and not shared with your employer.

Sincerely,

Carl Minden
Chief of Police

Bryant Police Department

312 Roya Lane Bryant, AR 72022

Phone: (501) 943-0943 *Fax: (501) 943-0977*

Carl Minden
Chief of Police

J. W. Plouch
Assistant Chief

November 25, 2024

Mental well-being has never been more critical to our overall wellness and resilience. We also understand that working as a police officer can be demanding and challenging. We are committed to providing the necessary resources to maintain your resilience.

I'm excited to announce that the Bryant Police Department has partnered with AlliConnect to offer a wellness check designed specifically for first responders. This check provides you with the information you need to make informed decisions about your mental health and wellness. Just like we train and assess our physical wellness, we encourage everyone to train and assess their psychological wellness.

Most importantly, AlliConnect is 100% confidential.

At no cost to you, AlliConnect will provide:

- Digital Wellness Check. Understand where your resilience is across six domains of psychological wellness in just 15 minutes.
  - Burnout & Compassion Fatigue
  - Anxiety
  - Depression
  - Sleep Health
  - Trauma
  - Substance Use
- Instant Personalized Results. Your results will be provided to you at the finish of the assessment so you know exactly where your strengths are.
- Clear Next Steps. Based on your results, you will receive personalized next steps to maintain and improve your resilience.

I know privacy is a concern, especially regarding your wellness. AlliConnect is 100% confidential, and your individual information is always encrypted and never shared with the department or any other third party.

Please take advantage of this vital tool through AlliConnect. You will receive a personal invite to participate from AlliConnect in the next few days. If you have any questions, please feel free to reach out to Lt. Courtney or the AlliConnect team at mailto:support@alliconnect.com.

Sincerely,

Carl Minden
Chief of Police

AlliConnect

ALLI CONNECT SOFTWARE AS A SERVICE AGREEMENT

This Alli Connect Software as a Service Agreement ("**Agreement**") is entered into on this _____ day of _____, 2025 (the "**Effective Date**") between Alli Connect, Inc., with a place of business at _____ ("**Company**"), and the Customer listed above ("**Customer**"). This Agreement includes and incorporates any quote or similar document that is executed by both parties hereto, that references this Agreement and that is appended hereto (the "**Quote**"). There shall be no force or effect to any different terms of any related purchase order or similar document even if signed by the parties after the date hereof.

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services (as defined below). As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. As used herein the term "**Services**" means the cloud-based software as a service platform provided at https://www.alliconnect.com, as such software may be updated from time-to-time by Company as part of its ongoing mission to improve its services.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support consistent with the Company's standard practices.

1.3 Any client-specific customizations requested by Customer shall be governed by a separate addendum ("Customization Addendum"), which shall include a Statement of Work ("SOW") and an accompanying rate sheet for time and materials. Customer will initiate such requests through a written change order process, and all intellectual property developed under such customizations shall be owned exclusively by Company.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("**Software**"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's Service descriptions and user instructions that describe the operation and functionality of the Services, as amended from time-to-time (the "**Documentation**") and all applicable laws and regulations. Customer will (a) be responsible for its and its users' compliance with this Agreement, the Documentation, and all applicable laws and government regulations, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any non-Company applications with which Customer uses Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Company promptly of any such unauthorized access or use, and (d) comply with terms of service of any non-Company applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or its users that in Company's judgment threatens the security, integrity or availability of the Services, may result in Company's immediate suspension of the Services, however Company will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. To aid in the implementation of a new customer, Customer shall submit a roster of eligible members that Customer wishes for Company to provide Services to. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account,

passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.5 The Services include the use of the mental health check, a digital tool designed to provide a multidimensional evidence-based outcomes measurement of psychological wellness for individuals. This tool is validated through rigorous scientific methods and is intended to serve as an assessment aid for individuals seeking insights into their mental health status. The parties acknowledge and agree that mental health check is not a substitute for treatment by a licensed clinician. This tool is designed to offer preliminary assessments for the individual based on the outcomes of such assessments. It is crucial for users to seek professional advice and treatment for any mental health concerns.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("**Customer Data**"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation services (if any) or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.4 The parties hereby agree that (i) each party may use the other party's name and/or logo in promotional materials, subject to any format and use guidelines of the other party; (ii) Company may publish a press release at any point after the Effective Date to announce the business relationship, and Company may seek a quote from Customer to be used in this material; (iii) Company may publish a case study, which may include a testimonial and/or video interview, addressing Customer's specific applications and highlighting expected or actual measurable results, subject to Customer's review and approval (the approved case study, or parts thereof, may be included in Company's marketing literature, published in other print and/or digital media, and/or used in various publicity campaigns, in Company's sole discretion); and (iv) Customer will serve as a reference for other potential customers of Company.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Quote and herein for the Services and implementation services (if any) in accordance with the terms therein (the "**Fees**"). Payment obligations will commence at the start of work. In addition to the annual price escalation set forth in Section 5.1 below, the Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for an initial term of five years (the "**Initial**

Service Term") and shall, except as expressly set forth in a Quote, be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "**Term**") and with a 7% increase in subscription cost per renewal term, unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Company may terminate this Agreement upon thirty (30) days' notice if sufficient funds to pay the Fees hereunder are not appropriated by or on behalf of Customer or are otherwise not legally available to Customer. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

5.3 During the Term, Company permits other similarly sized agencies within the same state to piggyback on this Agreement, as allowed by law. Company commits to offering these agencies access to a comparable mental health technology platform or service at the same terms and pricing specified in this contract, without necessitating further competitive bidding. Each participating agency must enter into its own contract with Company and is responsible for funding the service from its own financial resources.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the implementation services (if any) in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement or any right or obligation hereunder, directly, indirectly, by operation of law or otherwise, without the prior written consent of the other party (which shall not be unreasonably withheld), except to the surviving entity in a merger or consolidation in which it participates or to a purchaser of more than fifty percent (50%) of its assets. Any other assignment by either party shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each party. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind

Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Except in the event of a party hereto seeking an equitable remedy, before submitting a dispute to a court of law, the parties agree to first participate in a mandatory half-day non-binding mediation via videoconference (e.g., Zoom). All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Washington without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE TO FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Alli Connect Software as a Service Agreement as of the date first written above.

ALLI CONNECT, INC.:	**[CUSTOMER]:**
By:_____	By: _____
Name:_____	Name:_____
Title:	Title:

AlliConnect

Bryant Police Department (AR)

Bryant Police
210 Southwest 3rd Street
Bryant, AR 72022
United States

Quote created: September 10, 2025
Quote expires: October 31, 2025
Quote created by: Colleen Hilton
CEO
colleen@alliconnect.io

Comments from Colleen Hilton

Contract annual payments as follows:
Year 1 - $9820.00 (Due 1/1/2026)
Year 2 - $11,020.00 (Due 1/1/2027)
Year 3 - $11,020.00 (Due 1/1/2028)
Year 4 - $11,020.00 (Due 1/1/2029)
Year 5 - $11,020.00 (Due 1/1/2030)

Bryant PD & AlliConnect will collaborate on a white paper to be completed by June 30, 2026.

Products & Services

Item & Description	Quantity	Unit Price	Total
Year 1 - AlliConnect Safety and Wellness Program Alli Connect Comprehensive Safety & Wellness Program - Custom App and Resource Platform - Vetted Therapist Network & Concierge support - Peer Support RMS - Wellness Checks	65	$108.00 / year	$7,020.00 / year for 1 year
Year 1 - Training (One-time - virtual training over zoom)	1	$1,500.00	$1,050.00 after 30% discount

Item & Description	Quantity	Unit Price	Total
Year 1 - 24/7 Clinician Support Agency 51-150 Direct, around-the-clock access to a licensed clinician	1	$2,500.00 / year	$1,750.00 / year after 30% discount
Year 2 - AlliConnect Safety and Wellness Program Alli Connect Comprehensive Safety & Wellness Program - Custom App and Resource Platform - Vetted Therapist Network & Concierge support - Peer Support RMS - Wellness Checks	65	$108.00 / year	$7,020.00 / year for 1 year
Year 2 - Training (One-time - virtual training over zoom)	1	$1,500.00	$1,500.00
Year 2 - 24/7 Clinician Support Agency 51-150 Direct, around-the-clock access to a licensed clinician	1	$2,500.00	$2,500.00
Year 3 - AlliConnect Safety and Wellness Program Alli Connect Comprehensive Safety & Wellness Program - Custom App and Resource Platform - Vetted Therapist Network & Concierge support - Peer Support RMS - Wellness Checks	65	$108.00 / year	$7,020.00 / year for 1 year
Year 3 - Training (One-time - virtual training over zoom)	1	$1,500.00	$1,500.00
Year 3 - 24/7 Clinician Support Agency 51-150 Direct, around-the-clock access to a licensed clinician	1	$2,500.00	$2,500.00

Item & Description	Quantity	Unit Price	Total
Year 4 - AlliConnect Safety and Wellness Program Alli Connect Comprehensive Safety & Wellness Program - Custom App and Resource Platform - Vetted Therapist Network & Concierge support - Peer Support RMS - Wellness Checks	65	$108.00 / year	$7,020.00 / year for 1 year
Year 4- Training (One-time virtual training over zoom)	1	$1,500.00	$1,500.00
Year 4 - 24/7 Clinician Support Agency 51-150 Direct, around-the-clock access to a licensed clinician	1	$2,500.00	$2,500.00
Year 5 - AlliConnect Safety and Wellness Program Alli Connect Comprehensive Safety & Wellness Program - Custom App and Resource Platform - Vetted Therapist Network & Concierge support - Peer Support RMS - Wellness Checks	65	$108.00 / year	$7,020.00 / year for 1 year
Year 5 - Training (One-time - virtual training over zoom)	1	$1,500.00	$1,500.00
Year 5 - 24/7 Clinician Support Agency 51-150 Direct, around-the-clock access to a licensed clinician	1	$2,500.00	$2,500.00
		Annual subtotal	$36,850.00 after $750.00 discount
		One-time subtotal	$17,050.00 after $450.00 discount
		Total	**$53,900.00**
		Total contract value	**$53,900.00**

Purchase terms

This quote is for a subscription term from: January 1, 2026 to December 31, 2030

Upon signature by Customer and submission to Alli Connect, this Order Form shall become legally binding unless this Order Form is rejected for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

All quotes and order forms are governed by the terms of our MSA.

Questions? Contact me



Colleen Hilton
CEO
colleen@alliconnect.io

Alli Connect
Seattle, Washington
United States