



Department of Transformation and Shared Services
Governor Asa Hutchinson
Secretary Mitch Rouse

August 12, 2022

The Honorable Scott Flippo, Co-Chairperson
The Honorable Ken Bragg, Co-Chairperson
Arkansas Legislative Council
State Capitol Building, Room 315
Little Rock, Arkansas 72201

Re: Proposed Contract Between Arkansas Insurance Department and Senator Kim Hammer

Dear Senator Flippo and Representative Bragg:

Pursuant to Arkansas Code Annotated § 19-11-264, which addresses the requirement of the submission of contracts with members of the General Assembly, the Department of Transformation and Shared Services Office of State Procurement has reviewed the attached Advertising Services Contract submitted by the Arkansas Insurance Department on behalf of the Arkansas Senior Health Insurance Information Program and Hammer Advertising, LLC and has no objection to the proposed contract. As a result, the proposed contract is recommended for review by the Arkansas Legislative Council.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mitch Rouse".

Mitch Rouse
Secretary

Attachment

ADVERTISING SERVICES CONTRACT

This Agreement is entered into by the Arkansas Senior Health Insurance Information Program (“AR SHIIP”) and Hammer Advertising LLC (“Vendor”).

RECITALS

A. AR SHIIP is a division of the Arkansas Insurance Department, which is an executive agency under the Arkansas Department of Commerce.

B. AR SHIIP was established through a grant from the Administration for Community Living and Omnibus Budget Reconciliation Act of 1990. The AR SHIIP mission is to provide outreach and educate and assist Medicare-eligible individuals with Medicare information through objective outreach, counseling, and training.

C. AR SHIIP desires to obtain unique advertising to educate and counsel about its services to Medicare-eligible individuals in rural areas for upcoming Medicare enrollment; specifically, AR SHIIP desires to advertise about its services, outreach and contact information in various Arkansas located grocery stores on check-out lane “dividers.”

D. Vendor is a company located at 1201 Military Road, Suite #2, in Benton, Arkansas 72015.

E. Vendor provides advertising and marketing services for customers in various grocery stores and is able to design and provide advertising on grocery store check-out lane dividers for AR SHIIP.

NOW, THEREFORE, for good and valuable consideration, AR SHIIP and Vendor agree as follows:

SECTION 1. RECITALS

The recitals set forth above are incorporate herein by reference as if fully set forth in the body of this Agreement.

SECTION 1. SCOPE OF SERVICES.

Vendor agrees to provide language for advertising as supplied by AR SHIIP to Vendor, on check-out lane, dividers in various grocery stores as identified by AR SHIIP on or before the Effective date of this Agreement. Vendor agrees to provide these services for the Duration of this Agreement.

SECTION 2. DURATION OF THIS AGREEMENT

This Agreement shall last for six (6) months dated from the Effective date of this Agreement, unless this Agreement is not approved under executive and state legislative requirements, or this Agreement is otherwise terminated by Vendor or by the AR SHIIP contract administrator under the Termination Section.

SECTION 3. TERMINATION

This Agreement may be terminated at any time by the AR SHIIP contract administrator in writing if the Vendor fails or refuses to provide the advertising in the Scope of Services of this Agreement during the Duration of this Agreement, or, by the Vendor, if the Vendor is not provided the agreed compensation or payment, during the Duration of this Agreement. In addition, this Agreement is terminated if not approved by the required executive and legislative bodies. This Agreement is also terminated after six (6) months from the Effective date, and shall not renew.

SECTION 4. COMPENSATION OR PAYMENT

AR SHIIP agrees to pay Vendor \$810.00 per month, for a six (6) month period, which shall be payable each month to Vendor after completion of services per month. The total amount of the payments for the six (6) month contract shall be \$4,860.

SECTION 5. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be effective _____, 2022, following review and approval by the required executive and legislative bodies.

SECTION 6. AR SHIIP CONTRACT ADMINISTRATOR

For notices, compliance and contracting information related these proposed services, the AR SHIIP Contract Administrator for these services is:

LESIA CARTER
ASSISTANT DIRECTOR RATE REVIEW
APCD LIASON/SHIIP/MIPPA GRANT SPECIALIST
ARKANSAS INSURANCE DEPARTMENT
1 COMMERCE WAY, LITTLE ROCK, AR 72202
501-683-3146



ALAN McCLAIN
ARKANSAS INSURANCE COMMISSIONER



KIM HAMMER
PRESIDENT
HAMMER ADVERTISING LLC

8-12-22

DATE