

Contract #: 4502234080



**STATE OF ARKANSAS
SERVICES CONTRACT**

Contract #		Federal ID#	
Service Type	Technical and General Services (TGS) <input type="checkbox"/>	Procurement Method	Sole Source

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

Department No. & Name	9914 - Department of Transformation and Shared Services		
Division	Not Applicable		

Contractor Name	RetireeFirst		
Contractor Address	1000 Midlantic Drive, Suite 100, Mount Laurel, New Jersey 08054-1513		
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 is a contract for an initial purchase of the \$49,500 for a three-month pilot program with the option to renew at the end of the pilot program at a negotiated price and terms.

Employee Benefits Division has determined that a three-month pilot study with RetireeFirst to assess the efficacy of a service to assist ARBenefits Medicare-eligible members in navigating healthcare in retirement will be beneficial to the Plan's retired and retiring insureds. RetireeFirst is the first and only business of its kind to provide assistance to Medicare-carve out insureds using a group of AHIP-certified Medicare subject matter experts. This company has the experience and capability necessary to conduct this pilot study for a plan the size of ARBenefits.

The service will provide one-on-one retiree education on the Medicare Advantage plan to members turning 65 and aging in to Medicare, including physician and medication lookup to ease retiree and dependent anxiety and increase

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on 10/01/2024, and shall continue until 12/31/2024, 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 12/31/2024 (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:

Communication and Education support for retirees, through

1. proactive outreach;
2. Customized educational webinars as needed for retirees becoming Medicare eligible;
3. Customized Age-in Letters;
4. One-on-one retiree education on Medicare Advantage plan;
5. Guide Eligible Members and Dependents turning 65 through initial Medicare and group Medicare Advantage enrollment; and
6. Interface directly with Social Security and CMS on behalf of Eligible Members to resolve any enrollment issues.

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:

Up to, but no more than \$49,500.00 for completed work.

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: \$ 49,500.00 _____ (**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: \$ 49,500.00 _____ (**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 1001006682 _____ (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. Financial Details
 - B. Contract and Grant Disclosure Form
 - C. Illegal Immigrant Certification and EEO form

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

<u>Kimberly G. DuVall</u>	<u>Legal Counsel, Employee Benefits Division</u>
Name	Title
<u>(501) 682-1567</u>	<u>kimberly.duvall@arkansas.gov</u>
Telephone#	Email

Contact #2 - Department Representative with knowledge of this project (for general questions and responses)

<u>Amanda D. Land</u>	<u>Deputy Director, Employee Benefits Division</u>
Name	Title
<u>(501) 682-5142</u>	<u>amanda.land@arkansas.gov</u>
Telephone#	Email

Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)

<u>Grant J. Wallace</u>	<u>Director, Employee Benefits Division</u>
Name	Title
<u>(501) 682-5500</u>	<u>grant.wallace@arkansas.gov</u>
Telephone#	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

David Zawrotny

Grant J. Wallace

Printed Name

Printed Name

Chief Service Officer

Director, , Employee Benefits Division

Title

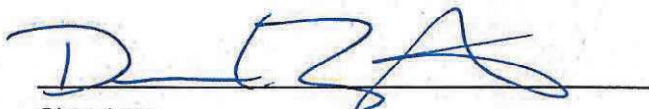
Title

1000 Midlantic Drive, Mount Laurel, NJ 08054

501 Woodlane Ave, 5th Floor, Little Rock, AR 72201

Address

Address


Signature


Signature

August 20, 2024

August 20, 2024

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, David Zawrotuy (Contractor) CSO (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
Colby Heiner	1000 Midlantic Dr. Mount Laurel, NJ 08054	VP Sales, Central Region
Christina Matty	1000 Midlantic Dr. Mount Laurel, NJ 08054	SVP, Service
Tricia Mullarkey	1000 Midlantic Dr. Mount Laurel, NJ 08054	Client Service Manager
Terrell Whye	1000 Midlantic Dr. Mount Laurel, NJ 08054	Client Service Director
Tabitha Ferrari	1000 Midlantic Dr. Mount Laurel, NJ 08054	Implementation Manager

Contract No: 4502234080

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

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
TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)			\$ 0.00

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
TOTAL REIMBURSABLE EXPENSES		\$ 0.00

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
TECH SERVICES-MEDICAL	1	49,500	\$ 49,500.00
TOTAL SERVICES			\$ 49,500.00

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
TOTAL COMMODITIES			\$ 0.00

Total services inclusive of commodities: _____ \$ 49,500.00

Annual Contract Amount: _____ \$ 49,500.00

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.

Fund Source	Identify Source of Funds *	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Cash	ASE FUNDS	7009144	U914	\$ 24,750.00	50 %
Cash	PSE FUNDS	700914C	U914	\$ 24,750.00	50 %
					%
					%
					%
					%
			TOTALS	\$ 49,500.00	100.00 %

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.



DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

- 1. Israel Boycott Restriction: For contracts valued at \$1,000 or greater. A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- 2. Illegal Immigrant Restriction: For contracts valued at \$25,000 or greater. No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- 3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction: For contracts valued at \$75,000 or greater. A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
- 4. Scrutinized Company Restriction: Required with bid or proposal submission. A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term a resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: _____ Description: Retiree Concierge and Advocacy Services
Agency Name: Department of Transformation and Shared Services - Employee Benefits Division
Vendor Number: _____ Vendor Name: Labor First, LLC (dba RetireeFirst)

Michael Rahman
B022C4077403C7B4B2B14C8828FF3608 contractworks
Vendor Signature

06/10/2024
Date

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

TAXPAYER ID NAME: Labor First, LLC (dba RetireeFirst) Goods? Services? Both?

YOUR LAST NAME: Rahman FIRST NAME: Michael M.I.: J

ADDRESS: 1000 Midlantic Dr.

CITY: Mount Laurel

STATE: New Jersey

ZIP CODE: 08054

COUNTRY: USA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

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

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature Michael Rahman Title EVP & CFO Date 06/10/2024

8022C807409C7B4B2E14C8E28F3808 CONTRACT.WT1.KS.

Vendor Contact Person Colby Heiner Title VP, Public Sector Phone No. 480-319-4364

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract Phone No. _____ or Grant No. _____



DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

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A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.
No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.
A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
- Scrutinized Company Restriction:** Required with bid or proposal submission.
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term a resultant contract:

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- Knowingly employ or contract with illegal immigrants.
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Contract Number: _____ Description: Retiree Concierge and Advocacy Services

Agency Name: Department of Transformation and Shared Services - Employee Benefits Division

Vendor Number: _____ Vendor Name: Labor First, LLC (dba RetireeFirst)

Michael Rahman
B022C4077403C7B4B2B14C8828FF3608 contractworks
Vendor Signature

06/10/2024
Date



Department of Transformation and Shared Services
Governor Sarah Huckabee Sanders
Secretary Leslie Fiskien

August 16, 2024

Mr. Grant Wallace
Director, Employee Benefits Division
Via email: Grant.Wallace@arkanas.gov

Re: Request for Sole Source Procurement
Vendor: RetireeFirst

Mr. Wallace:

Thank you for your August 15, 2024, correspondence requesting authority for the Arkansas Employee Benefits Division (EBD) to initiate a sole source procurement with RetireeFirst for a three-month pilot program, which includes a Medicare Age-in and Medicare Advantage Prescription Drug enrollment support plan for \$49,500.

The legal standard for a sole source procurement is codified at Arkansas Code Annotated § 19-11-232(a), which provides that:

a contract may be awarded for a required or designated commodity or service to a sole or mandatory supplier when the State Procurement Director, the head of procurement agency, or a designee of either officer above the level of agency procurement official determines in writing that it is not practicable to use other than the required or designated commodity or service.

EBD's contract with RetireeFirst is for one-on-one retiree education on Medicare Advantage plan, including physician and medication lookup to ease retiree and dependent anxiety and increase comfort level with the MAPD plan; guide eligible members and dependents turning 65 through initial Medicare and group Medicare Advantage enrollment; help members with obtaining and keeping Medicare eligibility and enrollment per Centers for Medicare and Medicaid Services ("CMS") requirements; and interface directly with Social Security and CMS on behalf of Eligible Members to resolve any enrollment issues. RetireeFirst is offering a three-month pilot program to EBD to "assess the efficacy of a service to assist ARBenefits Medicare-eligible members in navigating healthcare in retirement will be beneficial to the Plan's retired and retiring insureds."

EBD states that RetireeFirst is the “first and only” vendor offering this unique service for a plan the size of ARBenefits. It states,

An internet search of potential providers guided the determination that there exists a lack of competition to provide the unique service required by EBD for a plan the size of ARBenefits. The vendor is described as the “first and only one of its kind” to provide the services outlined above.

Additionally, RetireeFirst is in a unique position to provide these services because of its familiarity with Arkansas’s scope and needs:

RetireeFirst is prepared to provide this unique service for a plan the size of ARBenefits to current and future retirees. RetireeFirst is familiar with the needs and requirements of a plan with the scope and size of ARBenefits. This vendor has the familiarity of the regulations, IRS code, and statutory requirements necessary to guide our membership through complicated retirement-related healthcare matters on the scale necessary for the plan size. The requirements needed by EBD for this service are unique to RetireeFirst because this business has a successful track record of working with an insurance plan of this size and scope.

In reliance on the information provided by EBD, particularly that RetireeFirst is the “first and only” vendor able to offer these services to EBD, I find and determine that special circumstances exist which makes it not practicable to use other than the required or designated commodity or service. Therefore, EBD’s request to enter into an agreement with RetireeFirst for a Medicare Age-in and Medicare Advantage Prescription Drug enrollment support plan for a term from October 1, 2024, to December 31, 2024, for a total projected cost of \$49,500.00 is approved.

I note, however, that EBD indicates that after the three-month pilot program, it has the option to renew at a negotiated price and terms. I reserve the right to review this request and to assess availability of the needed services and the uniqueness of this situation at the time of the expiration of this initial sole source procurement.

Respectfully,



Jessica Patterson
State Procurement Director



OSP Justification Form Sole Source Procurement

Complete all sections of this and follow the steps specified in the *Sole Source Procurement Procedures*. Email the completed form to the Office of State Procurement review mailbox at osp.review@arkansas.gov to ensure timely review.

Procurement Unit Requesting the Sole Source Procurement

Requesting Department: 9914 - Department of Transformation and Shared Services

Requesting Division: Employee Benefits Division Purchasing Contact: Grant Wallace

Phone Number: 501-682-5502 Email: grant.wallace@arkansas.gov

General Information

Description of Service/Commodity: Medicare Age-in and MAPD Enrollment Support Pilot

Vendor Name: RetireeFirst

Contract Number (if available): 4502234080 Total Projected Cost: \$49,500.00

Start Date of Resulting Contract: 10/1/2024

Expiration Date of Resulting Contract: 12/31/2024

Why is the commodity/service needed?

This is a contract for an initial purchase of the \$49,500 for a three-month pilot program with the option to renew at the end of the pilot program at a negotiated price and terms. Employee Benefits Division has determined that a three-month pilot study with RetireeFirst to assess the efficacy of a service to assist ARBenefits Medicare-eligible members in navigating healthcare in retirement will be beneficial to the Plan's retired and retireeing insureds. RetireeFirst is the first and only business of its kind to provide assistance to Medicare-carve out insureds using a group of AHIP-certified Medicare subject matter experts. This company has the experience and capability necessary to conduct this pilot study for a plan the size of ARBenefits. The service will provide one-on-one retiree education on Medicare Advantage plan, including physician and medication lookup to ease retiree and dependent anxiety and increase comfort level with the MAPD plan; Guide Eligible Members and dependents turning 65 through initial Medicare and group Medicare Advantage enrollment; Help members with obtaining and keeping Medicare eligibility and enrollment per Centers for Medicare and Medicaid Services ("CMS") requirements; and Interface directly with Social Security and CMS on behalf of Eligible Members to resolve any enrollment issues. The service will provide one-on-one retiree education on the Medicare Advantage plan to members turning 65 and aging in to Medicare, including physician and medication lookup to ease retiree and dependent anxiety and increase comfort level with the MAPD plan; Guide Eligible Members and dependents turning 65 through initial Medicare and group Medicare Advantage enrollment; Help members with obtaining and keeping Medicare eligibility and enrollment per Centers for Medicare and Medicaid Services ("CMS") requirements; and Interface directly with Social Security and CMS on behalf of Eligible Members to resolve any enrollment issues.

How did the agency determine a lack of responsible competition exists for the commodity/service?

A search of potential providers using the Internet guided the determination that there exists a lack of competition to provide the unique service required by EBD for a plan the size of ARBenefits.

How did the agency determine the commodity/service can only be provided by one source?

An extensive internet search was used to determine one source. RetireeFirst is prepared to provide the required services for a plan the size of ARBenefits to current and future retirees. RetireeFirst is familiar with the needs and requirements of a plan with the scope of ARBenefits. This vendor has the familiarity of the regulations, IRS code, and statutory requirements necessary to guide our membership through complicated retirement-related healthcare matters on the scale necessary for the plan size.

Can requirements be modified so the commodity/service may be competitively bid? If not, why?

No, the requirements needed by EBD for this service are unique to RetireeFirst because this business has a successful track record of working with an insurance plan of this size and scope. And RetireeFirst is the first and only business of its kind to provide assistance to Medicare-carve out insureds using a group of AHIP-certified Medicare subject matter experts. This company has the experience and capability necessary to conduct this pilot study for a plan the size of ARBenefits. The service will provide one-on-one retiree education on Medicare Advantage plan, including physician and medication lookup to ease retiree and dependent anxiety and increase comfort level with the MAPD plan; Guide Eligible Members and dependents turning 65 through initial Medicare and group Medicare Advantage enrollment; Help members with obtaining and keeping Medicare eligibility and enrollment per Centers for Medicare and Medicaid Services ("CMS") requirements; and Interface directly with Social Security and CMS on behalf of Eligible Members to resolve any enrollment issues.

Are there patent, copyright, or proprietary rights that make the required commodity/service unavailable from other sources?

No.

What would the requestor do if the commodity/service were no longer available?

Prepare a contingency plan. And include a transfer plan in the contract to address this circumstance.

What program consideration details make the use of a Sole Source Procurement critical to the requestor?

It has been determined by EBD that retirees enrolled in ARBenefits would greatly benefit from this service. RetireeFirst provides assistance to Medicare-carve out insureds using a group of AHIP-certified Medicare subject matter experts. The service will provide one-on-one retiree education on Medicare Advantage plan, including physician and medication lookup to ease retiree and dependent anxiety and increase comfort level with the MAPD plan; Guide Eligible Members and dependents turning 65 through initial Medicare and group Medicare Advantage enrollment; Help members with obtaining and keeping Medicare eligibility and enrollment per Centers for Medicare and Medicaid Services ("CMS") requirements; and Interface directly with Social Security and CMS on behalf of Eligible Members to resolve any enrollment issues.

Provide additional details as needed.

n/a