



STATE OF ARKANSAS

AMENDMENT TO SERVICES CONTRACT

Contract #: 4600047533
Amendment #: 5
1. Contracting Parties:

Department No. & Name	0914 – Statewide Shared Services		
Division	Not Applicable		
Contractor Name	UAMS-EBRx		
Service Type	Professional Consultant Services (PCS)		
Tracking # 1	4600037251	Tracking #2	4600045111

Except as expressly amended by this Amendment, all of the terms, conditions, covenants, representations, and warranties in the above referenced Contract are hereby ratified and confirmed in every respect and shall remain unmodified and unchanged and shall continue in full force and effect as provided therein as amended hereby.

2. New Contract Expiration Date, if Applicable: 06/30/2023

Please leave blank if not extending contract to new date.

3. Purpose of Amendment:

Provide amendment details below.

Exercising renewal option for services for one year with increase contract amount. Original contract date 7/1/2016 for three (3) years, renewable for four (4) additional one (1) year terms.

4. Amended Dollar Amount:

For each amendment involving a change in the contract dollar amount, enter the previous contract amounts. Enter this amendment's amounts, showing (+) for increase and (-) for decrease. Enter the new total for each row. Note: Services apply to both professional and technical services. Reimbursable expenses are specific to professional services and commodities are specific to technical services.

	Previous	This Amendment	New Total
Services	\$ 11,544,167.00	\$ 1,230,833.00	\$ 12,775,000.00
Reimbursable Expenses			\$ 0.00
Commodities			\$ 0.00
TOTAL	\$ 11,544,167.00	\$ 1,230,833.00	\$ 12,775,000.00

Total dollar amount paid on contract as of this date: \$ 10,296,394.00 as of 04/01/2022
Updated total projected cost \$ 12,775,000.00

Contract#: 4600047533**Amendment#:** 5**5. Attachment List:**

Disclosures

Except as specifically amended herein (or as attached), all other terms and conditions of the above referenced contract remain unchanged.

6. 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
Trust Funds	7006103 / 700610B			\$12,775,000.00	100.00 %
					%
					%
					%
TOTALS				\$12,775,000.00	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.

STATE OF ARKANSAS

AMENDMENT TO SERVICES CONTRACT

Contract #: 4600047533Amendment #: 5**7. Department Contacts for Question(s) Regarding This Contract:****Contact #1** – Department Representative submitting/tracking this contract

Jesse Jones

Research Analyst

Name**Title**

(501) 682-6574

jesse.jones@dfa.arkansas.gov

Telephone #**Email****Contact #2** – Department Representative with knowledge of this project (for general questions and responses)

Shalada Toles

Deputy Director

Name**Title**

(501) 682-5142

shalada.toles@dfa.arkansas.gov

Telephone #**Email****Contact #3** – Department Representative Director or Critical Contact (for time sensitive questions and

Jake Bleed

EBD Director

Name**Title**

(501) 682-5502

jake.bleed@dfa.arkansas.gov

Telephone #**Email****8. Signatures:**The Board of Trustees of the University
of Arkansas acting for and on behalf of the
University of Arkansas for Medical Sciences

5/19/2022 | 14:45:39 EDT

Contractor Authorized Signature**Date****Department Authorized Signature**

5/19/2022

DateCam Patterson, MD., MBA
Chancellor

EBD Director

Title**Title**4301 W. Markham St.
Little Rock, AR 72205

501 Woodlane St Ste 500, Little Rock, AR 72201

Address**Address**

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into between the **State of Arkansas Department of Transformation and Shared Services, Employee Benefits Division (“EBD”)** and the **Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas for Medical Sciences, College of Pharmacy’s Evidence-Based Prescription Drug Program (“EBRx”)** (jointly referred to as the **“Parties”**).

WHEREAS, EBD seeks to obtain consulting, technical and operational assistance from EBRx to support management of the EBD’s prescription drug program. Such support includes, but is not limited to, clinical recommendations to the Advisory Commissions overseeing the respective plans, oversight of pharmacy program design and implementation, evaluation of program performance, prior authorization/appeals management, pharmacy benefit manager auditing and additional risk management services outlined in the accompanying Statement of Work;

WHEREAS, EBRx has agreed to provide such support of EBD activities as detailed in and pursuant to the terms and conditions of this Agreement; and

THEREFORE, in consideration of the foregoing, the mutual obligations of the Parties, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. EBRx agrees to provide to EBD consulting, operational and technical assistance in management of EBD’s prescription drug program as detailed in the attached Statement of Work.
2. EBD agrees to pay EBRx **\$1.26 Per Member per Month (PMPM)** - anticipated annual expense of **\$2,150,000 based on 142,746** (May 2022 eligible members) for these services as detailed in the attached Statement of Work. Services and expenses to be reimbursed by EBD include, but are not limited to, those detailed in the attached Statement of Work.
3. On a monthly basis, EBRx will provide to EBD an invoice for services rendered and expenses incurred during that quarter. The invoices shall be directed to:

Employee Benefits Division
Arkansas Department of Transformation and Shared Services
1515 West 7th Street
Little Rock, Arkansas 72201


4. EBD shall be responsible for timely payment of invoices submitted by EBRx for reimbursement. Payment of such invoices shall be directed to:

University of Arkansas for Medical Sciences
Treasurer's Office, Slot 560
4301 Markham Street
Little Rock, Arkansas 72205

5. This Agreement shall continue in full force and effect under the terms and conditions provided herein for one (1) year, effective and beginning **July 1, 2022 and ending June 30, 2023** ("Term"), unless terminated by either Party for any reason by giving written notice to the other Party at least thirty (30) days prior to the effective termination date.
6. UAMS shall not be liable for any delay in performance or any failure in performance of services under this Agreement caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of UAMS, such as war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, accident, fire, explosion, flood, storm or other act of God, and national shortage of fuel or raw materials, or interruption of telecommunications services.
7. This Agreement shall be construed in accordance with the laws of the State of Arkansas. No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by a duly authorized representative of UAMS and a duly authorized representative of EBD. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the either party to the terms and conditions of this Agreement.
8. Throughout the term of this contract, as requested by EBD or as required by law, the State may add or remove any services offered by the vendor under the scope of this contract. These services may be existing optional services as offered in the vendor's proposal, or they may be newly created services based on improving technology or federal or State mandates which fall under the scope of work. Pricing for these services shall be negotiated if/when the services are added; shall be consistent with current contract pricing for similar services; and shall be agreed upon in writing between agency and vendor prior to implementation of the service.

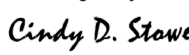
We the undersigned so agree.

State of Arkansas Department of Transformation and Shared Services

By: 
Jake Bleed, Executive Director
Employee Benefits Division

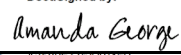
05/19/2022
Date

UAMS College of Pharmacy on behalf of EBRx

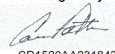
DocuSigned by:
By: 
A1E9BD61CF37429...
Cindy Stowe, Pharm.D., Dean, UAMS College of Pharmacy

5/18/2022 | 14:59:01 EDT
Date

**The Board of Trustees of the University of Arkansas
acting for and on behalf of the University of Arkansas
for Medical Sciences**

DocuSigned by:
By: 
A35806776AA046B...
Amanda George, MHSA, CPA, Vice Chancellor for Finance and CFO

5/19/2022 | 14:39:41 EDT
Date

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Cam Patterson, M.D., M.B.A, Chancellor, UAMS

5/19/2022 | 14:45:39 EDT
Date

Statement of Work

The UAMS College of Pharmacy's Evidence-Based Prescription Drug Program (EBRx) will provide an evidence-based approach in the design and function of EBD's prescription drug program. These services will be provided in the following fashion.

Support of the Arkansas State Board of Finance Advisory Commissions – EBRx will provide guidance to each of the Advisory Commissions established under Act 114 of 2022 regarding drug coverage, drug coverage policies, and benefit design strategies. This guidance will be based on input from the EBRx Pharmacy & Therapeutics Committee. This committee is comprised of Arkansas pharmacists, physicians, and other healthcare providers, as necessary. This committee will meet routinely, review peer-reviewed medical literature related to specific drug therapy and formulate recommendations for consideration of the respective Advisory Commissions.

On-site pharmacy operations support – EBRx will provide an on-site pharmacist at EBD to handle day-to-day pharmacy-related issues and serve as an information source to EBD's staff. Additionally, this pharmacist will coordinate Advisory Commission agendas and meeting schedules with the management teams of EBD, EBRx, and committee participants.

Prior Authorization Call Center - EBRx will provide a call center staffed with pharmacists to assist physicians requesting prior authorization for specific drugs. Information regarding the plan's drug formulary and/or drug coverage policies will also be provided. All calls will be handled by pharmacists and the call center's hours of operation are 8:00am – 5:00pm Monday through Friday.

Physician Appeals Management – EBRx will provide a physician medical director to handle appeals from physicians where an original request for prior authorization was denied. The medical director will review additional information submitted and interface with the prescriber and EBD as necessary.

On-site Pharmacy Benefit Auditing, Programming and Coordination – EBRx will provide oversight and management of the programming of EBD's pharmacy rules into the pharmacy claims adjudication system. This position will work with the management teams of EBD, EBRx and the pharmacy benefit manager in coordinating the programming, implementation and member communication timelines associated with plan design changes.

Member Services Support – EBRx will provide customer service personnel to address member calls related to the pharmacy benefit. These personnel will be located in the EBRx call center. This call center will operate from 8:00am – 4:30pm Monday through Friday.

Medical and Pharmacy Claims Analytics – EBRx will perform analytical evaluations of EBD's medical and pharmacy claims for the purpose of identifying cost effectiveness, return-on-investment validation, healthcare improvements, and/or cost savings initiatives. EBRx will work with EBD leadership in providing relevant data/information/recommendations to EBD's appropriate governing commissions for health policy considerations.

Accumulator / Copay Maximizer Program – EBRx will provide authorship and management of EBD's Accumulator / Copay Maximizer Program which applies manufacturer patient assistance funds directly to the cost of individual prescription drugs, thus reducing the total prescription cost to members and EBD. EBRx will also directly interface with EBD's pharmacy network to ensure optimal performance of the program.

Manufacturer Rebate Management – EBRx will negotiate pharmaceutical manufacturer rebates for EBD. This service is responsible for negotiating rebate agreements with various pharmaceutical companies on behalf of EBD, communicating with EBD, submitting utilization data for billing purposes and tracking rebate collections and other pertinent reporting. It is important to know that all work by this effort will be consistent with EBD's direction and benefit design. These efforts are not intended to maximize rebates at the expense of lower-cost and equally-effective drugs. Rather these efforts are intended to (1) optimize rebate revenue that aligns with the plan's formulary and (2) incorporate some level of long-term price control to temper inflation. All revenues collected will be passed to EBD. **This service will be provided through December 31, 2022.**

Optional Services -

Note: *As outlined in Item 2 of the Professional Services Agreement, the services listed below are optional and can be added at EBD's discretion. Adequate preparation and/or lead time may be necessary to satisfactorily implement such services.*

Special Projects – Projects not identified in the Statement of Work may be necessary from time to time to support the successful management of EBD's program. Such initiatives will be at the discretion of EBD's leadership and will involve collaboration and agreement with EBD leadership. Additional cost associated with such initiatives may be addressed through amendment to this agreement.

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity *in writing*.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	Employee Benefits Division (EBD)
AASIS Vendor Number	9901500046
Contractor/Vendor name	UAMS - EBRx

Contractor Signature:  Date: 5/26/2020

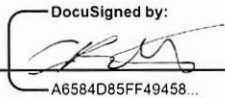
"Public Entity" means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) **shall** certify with OSP that they do not employ or contract with illegal immigrants.

By signing below, the Contractor agrees and certifies that they do not employ illegal immigrants and will not employ illegal immigrants during the remaining aggregate term of the contract.

Contract Number	4600045111
AASIS Number	9901500046
Description	Pharmacy formulary management, Prior authorizations, PA call center
Contractor	UAMS – EBRx

Contractor Signature: 

Date: 5/26/2020