



STATE OF ARKANSAS

AMENDMENT TO SERVICES CONTRACT

Contract #: 4600047415
Amendment #: 5
1. Contracting Parties:

Department No. & Name	0914 – Statewide Shared Services		
Division	Not Applicable		
Contractor Name	MedImpact Healthcare Systems Inc		
Service Type	Technical and General Services (TGS)		
Tracking # 1	4600045097	Tracking #2	SP-15-0115

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: 02/18/2023

Please leave blank if not extending contract to new date.

3. Purpose of Amendment:

Provide amendment details below.

Exercising renewal option for services for remaining eight (8) months of the seven (7) year term limit. Adding essential terms to contract for All Payer Claims Database Reporting beginning 7/1/22. Original contract date 2/19/2016 with end of 6/30/2020, 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	\$ 15,100,000.00	\$ 2,500,000.00	\$ 17,600,000.00
Reimbursable Expenses			\$ 0.00
Commodities			\$ 0.00
TOTAL	\$ 15,100,000.00	\$ 2,500,000.00	\$ 17,600,000.00

Total dollar amount paid on contract as of this date: \$ 13,187,548.00 as of 04/01/2022
Updated total projected cost \$ 17,600,000.00

Contract #: 4600047415**Amendment #:** 5**5. Attachment List:**

Contract and Grant Disclosure Form, Israel Boycott Form, Illegal Immigrant Certification, Price agreement, Essential Terms Amendment for All Payer Claims Database Reporting

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	Arkansas State Emp Admin F	383341	7006103	\$ 7,040,000.00	40.00 %
Trust Funds	Public Teachers Trust Fund	383353	700610B	\$ 10,560,000.00	60.00 %
					%
					%
TOTALS				\$ 17,600,000.00	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

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Contract #: 4600047415Amendment #: 5**7. Department Contacts for Question(s) Regarding This Contract:****Contact #1** – Department Representative submitting/tracking this contract

Jesse Jones

Name

(501) 682-6574

Telephone #

Benefits Analyst

Title

jesse.jones@dfa.arkansas.gov

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

Shalada Toles

Name

(501) 682-5142

Telephone #

TSS EBD Deputy Director

Title

shalada.toles@dfa.arkansas.gov

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

Jake Bleed

Name

(501) 682-5502

Telephone #

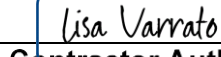
TSS EBD Director

Title

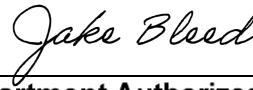
jake.bleed@dfa.arkansas.gov

Email**8. Signatures:**

DocuSigned by:

**Contractor Authorized Signature**

April 29, 2022

Date**Department Authorized Signature**

May 17, 2022

Date

SVP, Account Management & Trade Relations

Title

EBD Director

Title

10181 Scripps Gateway Ct, San Diego, CA 92131

Address

501 Woodlane St # 500, Little Rock, AR 72201

Address



Ms. Shalada Y. Toles

Deputy Executive Director, Employee Benefits Division
501 Woodlane, Suite 520
Little Rock, AR 73201

March 15, 2022

Dear Ms. Toles,

In response to your email dated March 8, 2022, the extension of contract #4600045674 through February 19, 2023, is agreed to at the same pricing of \$1.03 PMPM, as negotiated under EBD Contract 4600045097.

SINCERELY,

Lisa A Varrato

Lisa A. Varrato

SVP, Account Management & Trade Relations

A 10181 Scripps Gateway Ct, San Diego, CA 92131

P 800.788.2949

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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:

SUBCONTRACTOR NAME:

☒ **Yes** ☐ **No**

MedImpact Healthcare Systems, Inc.

IS THIS FOR:

☐ **Goods?**

☒ **Services?** ☐ **Both?**

TAXPAYER ID NAME: MedImpact Healthcare Systems, Inc.

YOUR LAST NAME: Gollaher

FIRST NAME: James

M.I.: L.

ADDRESS: 10181 Scripps Gateway Court

CITY: San Diego

STATE: CA

ZIP CODE: 92131

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.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
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 (%)	Position of Control
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 James Gollaker Title CFO Date 3/22/22

Vendor Contact Person Judith Paslaski Title Account Executive II Phone No. 858-790-6341

Agency use only

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

TSS Illegal Immigrant Contractor Disclosure Certification

TSS Illegal Immigrant Contractor Disclosure Certification View Submission Details

Vendor: MedImpact Healthcare Systems
Tax ID: 7651
Disclosure Statement: I certify that I **DO NOT** employ or contract with an illegal immigrant.
Contact E-mail: jennifer.woods@medimpact.com
Submitted on: 03-14-22

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	100204036
Contractor/Vendor name	MedImpact HealthCare Systems, Inc.

Contractor Signature: 
Signature must be handwritten, in ink

Date: 5/20/2020

“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.