

**SUMMARY SCHEDULE OF STATE AGENCY CONTRACTS
FOR ARKANSAS LEGISLATIVE COUNCIL REVIEW
*In-State Contracts***

1. Agency: Statewide Shared Services		Contractor: HMO PARTNERS INC		State: AR
		Location: LITTLE ROCK		
Service Type: Technical & General Services (TGS)				
Total Authorized:	\$172,772,408.80	Org. Term: 08/20/2018 08/19/2021	Procurement: RFP	
Total After Review:	\$217,964,618.80	Funding: Trust - 100%		
Total Projected:	\$271,285,280.00	MOF:	Contract Number: 4600047413	
Org/Amt:	Amount	Paid To Date	Objective:	New Exp Date
Amd. 3	45,192,210.00	134,027,428.56	Exercising renewal option for services for one year with increase contract amount. Original contract date 8/21/2018, with end date of 12/31/2021, for three (3) years, renewable for four (4) additional one (1) year terms.	12/31/2023
Amd. 2	43,140,325.00	107,040,071.54	Exercising renewal option for services for one year with increase contract amount. Original contract date 8/21/2018, with end date of 12/31/2021, for three (3) years, renewable for four (4) additional one (1) year terms.	12/31/2022
Amd. 1	13,366,963.80 116,265,120.00	96,038,507.00	BUNDLED HEALTH SERVICES To administer Health Insurance Administration including: Claims Network and Transplant Network Medical Management Actuarial Services and EAP services to Arkansas State Employees and Public School Employees.	12/31/2021

January 31, 2022

Mr. Jake Bleed, Executive Director
Employee Benefits Division
501 Woodlane, Suite 500
Little Rock, AR 72201

RE: SP 18-0059 Bundled Health Services

Executive Director Bleed:

Please accept this letter as the document of intent for HMO Partners, Inc. dba Health Advantage, to extend the existing medical only portion of contract SP 18-0059 through December 31, 2023.

This requested increase is to keep in line with inflationary cost, labor and security standards. Administrative fees effective January 1, 2023 through December 31, 2023 are outlined below.

Medical

\$23.64

\$1.13 Increase

New Directions EAP

Per discussion with EBD, these services will go to RFP in 2022 for the 2023 plan year.

Milliman

Per discussion with EBD, these services will go to RFP in 2022 for the 2023 plan year.



Health Advantage

An Independent Licensee of the Blue Cross and Blue Shield Association

P.O. Box 8069
Little Rock, AR 72203-8069
healthadvantage-hmo.com

Once you have time to review, please let us know if you have any questions. We appreciate the opportunity to serve the State of Arkansas/Public School Employees and look forward to continuing our long partnership.

Sincerely,

Jason Treece
Vice President
Strategic Account Management

cc: Max Greenwood
Takisha Sanders



STATE OF ARKANSAS AMENDMENT TO SERVICES CONTRACT

Contract #: _____

Amendment #: _____

1. Contracting Parties:

Department No. & Name	0914 – Statewide Shared Services		
Division			
Contractor Name			
Service Type			
Tracking # 1		Tracking #2	

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: _____

Please leave blank if not extending contract to new date.

3. Purpose of Amendment:

Provide amendment details below.

--

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			
Reimbursable Expenses			
Commodities			
TOTAL			

Total dollar amount paid on contract as of this date: _____ as of _____

Updated total projected cost _____

Contract #: _____

Amendment #: _____

5. Attachment List:

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
					%
					%
					%
					%
			TOTALS		%

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 #: _____

Amendment #: _____

7. Department Contacts for Question(s) Regarding This Contract:

Contact #1 – Department Representative submitting/tracking this contract

Name

Title

Telephone #

Email

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

Name

Title

Telephone #

Email

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

Name

Title

Telephone #

Email

8. Signatures:

Contractor Authorized Signature

Date

Department Authorized Signature

Date

Title

Title

Address

Address

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:

☒ Yes ☐ No

SUBCONTRACTOR NAME: HMO Partners Inc. (DBA Health Advantage)

IS THIS FOR

TAXPAYER ID NAME: HMO Partners Inc. (DBA Health Adva ☐ Goods? ☒ Services? ☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS: 601 S. Gaines Street

CITY: Little Rock

STATE: AR

ZIP CODE: 72201

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 position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
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 John N. Krivinec Title Medical Director Date 7 Apr 2022

Vendor Contact Person Jason Treece Title VP Strategic Account Management Phone No. 501-378-3042

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

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 boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

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

Bid Number/Contract Number	71-0747497
Description of product or service	MA SERVICES FOR AR Benefits
Contractor name	HMO PARTNERS, INC. HEALTH Advantage

Contractor Signature: JAMES R. BAILEY
Signature must be hand written, in ink

Date: 3/27/18

Proposal Signature Page

Technical Proposal Packet

Bid No. SP-18-0059

PROPOSAL SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:	HMO Partners, Inc., d/b/a Health Advantage		
Address:	320 W Capitol Ave		
City:	Little Rock	State:	AR Zip Code: 72201
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit		
Minority Designation:	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Woman <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Service Disabled Veteran		
See Minority Business Policy	AR Minority Certification #: _____ Service Disabled Veteran Certification #: _____		
PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:	Leann Rogers	Title:	Lead Executive
Phone:	501-212-8513	Alternate Phone:	501-379-4667
Email:	ldrogers@arkbluecross.com		
CONFIRMATION OF REDACTED COPY			
<input checked="" type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>			
ILLEGAL IMMIGRANT CONFIRMATION			
By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.			
ISRAEL BOYCOTT RESTRICTION CONFIRMATION			
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract. <input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.			

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* **will cause the Prospective Contractor's proposal to be disqualified.**

Authorized Signature:  Title: **President & CEO**

Use Ink Only.

Printed/Typed Name: **John Glassford** Date: **04/26/18**

January 31, 2022

Mr. Jake Bleed, Executive Director
Employee Benefits Division
501 Woodlane, Suite 500
Little Rock, AR 72201

RE: SP 18-0059 Bundled Health Services

Executive Director Bleed:

Please accept this letter as the document of intent for HMO Partners, Inc. dba Health Advantage, to extend the existing medical only portion of contract SP 18-0059 through December 31, 2023.

This requested increase is to keep in line with inflationary cost, labor and security standards. Administrative fees effective January 1, 2023 through December 31, 2023 are outlined below.

Medical

\$23.64

\$1.13 Increase

New Directions EAP

Per discussion with EBD, these services will go to RFP in 2022 for the 2023 plan year.

Milliman

Per discussion with EBD, these services will go to RFP in 2022 for the 2023 plan year.



Health Advantage

An Independent Licensee of the Blue Cross and Blue Shield Association

P.O. Box 8069
Little Rock, AR 72203-8069
healthadvantage-hmo.com

Once you have time to review, please let us know if you have any questions. We appreciate the opportunity to serve the State of Arkansas/Public School Employees and look forward to continuing our long partnership.

Sincerely,

Jason Treece
Vice President
Strategic Account Management

cc: Max Greenwood
Takisha Sanders



STATE OF ARKANSAS

AMENDMENT TO SERVICES CONTRACT

Contract #: 4600047413

Amendment #: 1

1. Contracting Parties:

Department No. & Name	0914 - Statewide Shared Services		
Division	Not Applicable		
Contractor Name	HMO Partners Inc d/b/a Health Advantage		
Service Type	Technical and General Services (TGS)		
Tracking # 1	4600043149	Tracking #2	SP-18-0059

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: 12/31/2021

Please leave blank if not extending contract to new date.

3. Purpose of Amendment:

Provide amendment details below.

Extending contract through the end of the year at existing rate. Original term was August 22, 2018 through August 21, 2021 with four (4) options to renew.

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	\$ 116,265,120.00	\$ 13,366,963.80	\$ 129,632,083.80
Reimbursable Expenses			\$ 0.00
Commodities			\$ 0.00
TOTAL	\$ 116,265,120.00	\$ 13,366,963.80	\$ 129,632,083.80

Total dollar amount paid on contract as of this date: \$ 96,038,507.00 as of 04/30/2021

Updated total projected cost

Contract #: 4600047413

Amendment #: 1

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	Arkansas State Emp Admin F	383341	7006103	\$ 51,852,833.52	40.00 %
Trust Funds	Public Teachers Trust Fund	383353	700610B	\$ 77,779,250.28	60.00 %
					%
					%
TOTALS				\$ 129,632,083.80	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 #: 4600047413

Amendment #: 1

7. Department Contacts for Question(s) Regarding This Contract:

Contact #1 – Department Representative submitting/tracking this contract

Rhoda Classen

Name

(501) 683-0636

Telephone #

Executive Assistant to the Director

Title

rhoda.classen@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

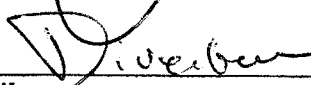
Email

8. Signatures:

 21 June 2021
Contractor Authorized Signature Date

CEO, Health Advantage
Title
ABCBS 601 S. Gaines St.
Little Rock, AR 72201
Address

 6/28
Department Authorized Signature Date


Title
1509 W. 7th St Ste 300
Address
LR AR 72201

June 22, 2021

Mr. Jake Bleed, Executive Director
Employee Benefits Division
501 Woodlane, Suite 500
Little Rock, AR 72201

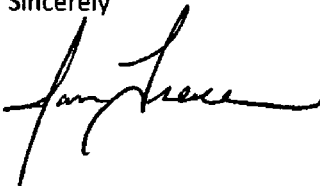
RE: Amendment 1- Contract Extension
SP 18-0059 Bundled Health Services

Executive Director Bleed:

Please accept this letter as the document intent of HMO Partners, Inc. dba Health Advantage, to extend the existing contract for referenced Bundled Health Services through December 31, 2021. The original term date was August 21, 2021. Additionally, the current rates will apply. This extension of the contract is in an effort to provide additional time for the current decision-making process.

Health Advantage will provide the renewal letter for January 1, 2022 through December 31, 2022 under separate cover.

Sincerely

A handwritten signature in black ink, appearing to read "Jason Treece", written over a horizontal line.

Jason Treece
Vice President
Strategic Account Management

cc: Lauren Ballard
Jim Bailey
Takisha Sanders

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 HMO Partners Inc. (DBA Health Advantage)

IS THIS FOR

TAXPAYER ID NAME: HMO Partners Inc. (DBA Health Advan

☐ Goods?

☒ Services?

☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS: 601 South Gaines Street

CITY: Little Rock

STATE: AR

ZIP CODE: 72201

COUNTRY: United States of

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?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
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.

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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 John R. Burnett Title CEO, Health Advantage Date 06/21/2021

Vendor Contact Person Jason Treece Title VP Strategic Account Management Phone No. 501-378-3042

Agency use only

Agency Number _____ Agency Name _____

Agency Contact Person _____

Contact Phone No. _____

Contract or Grant No. _____



STATE OF ARKANSAS AMENDMENT TO SERVICES CONTRACT

Contract #: _____

Amendment #: _____

1. Contracting Parties:

Department No. & Name	0914 – Statewide Shared Services		
Division			
Contractor Name			
Service Type			
Tracking # 1		Tracking #2	

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2. New Contract Expiration Date, if Applicable: _____

Please leave blank if not extending contract to new date.

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Provide amendment details below.

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4. Amended Dollar Amount:

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	Previous	This Amendment	New Total
Services			
Reimbursable Expenses			
Commodities			
TOTAL			

Total dollar amount paid on contract as of this date: _____ as of _____

Updated total projected cost _____

Contract #: _____

Amendment #: _____

5. Attachment List:

--

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
					%
					%
					%
					%
			TOTALS		%

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 #: 4600047413

Amendment #: 2

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:

Jhn N. Rimm 1SEP2021
Contractor Authorized Signature Date

[Signature] 9/1/21
Department Authorized Signature Date

Interim CEO, Health Advantage
Title

Director, EBD
Title

601 S. Gaines St, Little Rock
AR 72201
Address

509 West 1st, LR AR
72211
Address

Proposal Signature Page

Technical Proposal Packet

Bid No. SP-18-0059

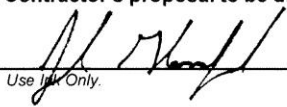
PROPOSAL SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:	HMO Partners, Inc., d/b/a Health Advantage		
Address:	320 W Capitol Ave		
City:	Little Rock	State:	AR Zip Code: 72201
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit		
Minority Designation:	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Woman <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Service Disabled Veteran		
See Minority Business Policy	AR Minority Certification #: _____ Service Disabled Veteran Certification #: _____		
PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:	Leann Rogers	Title:	Lead Executive
Phone:	501-212-8513	Alternate Phone:	501-379-4667
Email:	ldrogers@arkbluecross.com		
CONFIRMATION OF REDACTED COPY			
<input checked="" type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>			
ILLEGAL IMMIGRANT CONFIRMATION			
By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.			
ISRAEL BOYCOTT RESTRICTION CONFIRMATION			
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract. <input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.			

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's proposal to be disqualified.

Authorized Signature:  Title: President & CEO

Use Ink Only.

Printed/Typed Name: John Glassford Date: 04/26/18

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 boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

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

Bid Number/Contract Number	71-0747497
Description of product or service	MA SERVICES FOR AR Benefits
Contractor name	HMO PARTNERS, INC. HEALTH Advantage

Contractor Signature: JAMES R. BAILEY
Signature must be hand written, in ink

Date: 3/27/18

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: **HMO Partners inc. (DBA Health Advantage)**
☒ **Yes** ☐ **No**

TAXPAYER ID NAME: **HMO Partners inc. (DBA Health Advan** ☐ **Goods?** ☒ **Services?** ☐ **Both?**

YOUR LAST NAME: FIRST NAME: M.I.:

ADDRESS: **601 S. Gaines Street**

CITY: **Little Rock** STATE: **AR** ZIP CODE: **72201** 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:

F O R I N D I V I D U A L S *

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						Person's Name(s)	
Constitutional Officer							
State Board or Commission Member							
State Employee							

☒ **None of the above applies**

F O R A N E N T I T Y (B U S I N E S S) *

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?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
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 John R. Brim Title Interim CEO, Health Advantage Date 1SEP2021

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

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



Health Advantage

An Independent Licensee of the Blue Cross and Blue Shield Association

1635 Higdon Ferry Road - Suite J

Hot Springs, AR 71913

arkansasbluecross.com

June 23, 2021

Mr. Jake Bleed, Executive Director
Employee Benefits Division
501 Woodlane, Suite 500
Little Rock, AR 72201

RE: SP 18-0059 Bundled Health Services
2022 Renewal

Executive Director Bleed:

Please accept this letter as the document of intent of HMO Partners, Inc. dba Health Advantage, to extend the existing contract for referenced Bundled Health Services from January 1, 2022 through December 31, 2022.

Medical

Effective January 1, 2022 various enhancements to systems, security processes, certification elements and labor will result in Health Advantage seeing an increase in administrative fees. This increase in administrative fees will be the first since the previous three-year agreement, which began in 2019.

As you are aware, fees also remained unchanged for the 2019 – 2021 period per terms of the previous three-year agreement. Health Advantage strives to keep our administrative fees very competitive for the Arkansas State Employee and Public-School Employee groups and this can be seen when reviewing our administrative rate history. Even with the requested increase for 2022, our administrative fees are still below the 2015 - 2018 fees previously administered by Health Advantage for both ASE and PSE. Additionally, the 2022 Health Advantage renewal remains well below fees submitted by other third-party administrators during the recent 2019 RFP process. The new administrative fees for 2022 are guaranteed as follows:

\$22.51

\$1.96 Increase

New Directions EAP

New Directions has provided two options for your consideration. Please see below.

Option 1:

8-visit EAP service model

\$0.23 Increase

\$1.58

Option 2:

3-visit EAP service model

\$0.02 Decrease

\$1.33

Details of included services for each model provided under separate correspondence.

Milliman

Please see the table below offering both one and two year rate options. Milliman made changes to their roles and rates for the as utilized services. As an additional option for your consideration, Milliman has provided a per member per month fee to replace the as utilized model. This alternative is a flat monthly administrative fee at \$.55 PMPM for 2022 or \$.56 for 2022 and 2023.

State of Arkansas Contract Renewal						
Consultant ¹			Bill Rates			Notes
Role			Current	Renewal		
			One Year	Two Years		
			<u>2019-2021</u>	<u>2022</u>	<u>2022-2023</u>	
Actuarial Analyst	Greg Collins / Julia Weber	Julia Weber	\$270	\$225	\$235	originally included in actuarial analyst
Associate Actuary		Greg Collins	N/A	\$315	\$325	
Consulting Actuary			\$350	\$375	\$385	
Data Analyst			\$235	\$245	\$255	
Equity Principal			\$590	\$645	\$655	
Primary Actuary	Courtney White	Courtney White	\$400	\$525	\$535	
Primary Consultant		Scott Cohen	\$550	\$450	\$460	
Principal			\$480	\$480	\$490	
Secondary Actuary	Paul Sakhrani	Paul Sakhrani	\$415	\$430	\$440	
Secondary Consultant	Scott Cohen		\$475	\$430	\$440	
PMPM				\$0.55	\$0.56	

¹ Roles with no consultant are generally subject matter experts

Once you have time to review, we would like the opportunity to schedule time for discussion and to answer questions. We appreciate the opportunity to serve the State of Arkansas/Public School Employees and look forward to continuing our long partnership.

Sincerely,



Jason Treece
Vice President
Strategic Account Management

cc: Jim Bailey
Takisha Sanders