

BID RESPONSE PACKET
710-25-021

BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:	Benefit Coordinators of America, LLC D/B/A BenefitScape			
Address:	34 Main Street Floor 2			
City:	Natick	State:	MA	Zip Code: 01760
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 and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input checked="" type="checkbox"/> Women-Owned <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American			
AR Certification #: <u>WBE2000690</u> * See <i>Minority and Women-Owned Business Policy</i>				
PROSPECTIVE CONTRACTOR CONTACT INFORMATION				
<i>Provide contact information to be used for bid solicitation related matters.</i>				
Contact Person:	Kim Phillips	Title:	President & CEO	
Phone:	508-655-3307	Alternate Phone:		
Email:	info@benefitscape.com			
CONFIRMATION OF REDACTED COPY				
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input checked="" 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>				
COMBINED CERTIFICATIONS FORM				
Prospective Contractor has included, in this submission packet, the signed Attachment H-Combined Certifications for Contracting with the State of Arkansas.				

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

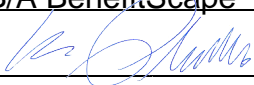
The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause Prospective Contractor's bid to be disqualified:

Authorized Signature:  Title: President & CEO
 Printed/Typed Name: Kim Phillips Date: January 3, 2025

SECTIONS 1 - 4 VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all requirements as shown in the bid solicitation.

Vendor Name:	Benefit Coordinators of America, LLC D/B/A BenefitScape	Date:	January 3, 2025
Signature:		Title:	President & CEO
Printed Name:	Kim Phillips		

DOCUMENTATION CHECKLIST

As outlined in section 2.4 Minimum Qualifications in the solicitation document, please provide the following:

- Active registration from the Arkansas Secretary of State's Office, or other state approved documentation
- Letter of Bondability
- Official Bid Price Sheet
- All documents provided in the bid response packet
- Copy of Vendor's Equal Opportunity Policy
- Signed Addenda, if applicable
- EO 98-04 Disclosure Form (Attachment A)
- Combined Certifications Form (Attachment H)
- Client History Form (Attachment I)

Contract Number 710-25-021
 Attachment Number A
 Action Number _____

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

TAXPAYER ID NAME: Benefit Coordinators of America, LLC D/B/A BenefitScope IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: Phillips FIRST NAME Kim M.I.: E

ADDRESS: 34 Main Street Floor 2

CITY: Natick STATE: MA ZIP CODE: 01760 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 <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	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 <small>[senator, representative, name of board/commission, data entry, etc.]</small>	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  Title President & CEO Date January 3, 2025
 Vendor Contact Person Kim Phillips Title President & CEO Phone No. (508) 655-3307

Agency use only

Agency Number 0710 Agency Name Department of Human Services Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

Equal Employment Opportunity Policy

Benefit Coordinators of America, LLC DBA BenefitScape

Purpose At Benefit Coordinators of America, LLC DBA BenefitScape (hereinafter referred to as "BenefitScape"), we are committed to compliance with all applicable equal employment opportunity (EEO) laws and regulations. This policy outlines our commitment to fair and equitable treatment of employees, applicants, and vendors, ensuring that all practices are free from discrimination and bias.

Policy Statement BenefitScape is dedicated to:

1. Equal Employment Opportunity:

- BenefitScape complies with all federal, state, and local equal employment opportunity laws. In all hiring and employment practices, we ensure that decisions are made based on qualifications, merit, and business needs.
- We do not discriminate against employees or applicants on the basis of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, citizenship status, age, disability, genetic information, veteran status, or any other characteristic protected by law.

2. General Nondiscrimination Pledge:

- BenefitScape is committed to maintaining a workplace free from discrimination. This includes adhering to all applicable laws that prohibit discrimination against employees, applicants, and business partners.
- We provide equal opportunity in hiring, promotion, training, compensation, and all other employment practices.

3. Promoting Fair Vendor Opportunities:

- BenefitScape ensures that all vendors and suppliers, regardless of demographic or organizational background, have a fair opportunity to work with us.
- We evaluate vendors based on their qualifications, experience, and ability to meet our business needs while adhering to applicable legal and ethical standards.

4. Fostering Transparency and Fairness:

- Our procurement and vendor management processes are conducted with transparency and objectivity, ensuring compliance with equal opportunity principles.

Scope This policy applies to all aspects of our operations, including hiring, internal workforce management, vendor selection, and third-party engagements.

Policy Guidelines

1. EEO Compliance:

- Adhere to all applicable equal opportunity and non-discrimination laws in hiring and employment practices.
- Provide training to employees involved in hiring and vendor management to ensure compliance with EEO standards.

2. Vendor Selection Process:

- Use standardized and objective criteria to evaluate vendor proposals.
- Ensure that vendors meet legal and ethical standards related to equal opportunity.

3. Accountability and Monitoring:

- Establish clear metrics to monitor compliance with this policy.
- Conduct periodic reviews of employment and vendor practices to identify and address potential improvements.

4. Legal and Ethical Compliance:

- Require vendors to comply with all applicable equal opportunity and anti-discrimination laws as a condition of engagement.

Commitment to Continuous Improvement BenefitScope is committed to maintaining and improving its EEO practices. We regularly review our policies to ensure compliance with legal requirements and alignment with best practices. Feedback from employees, applicants, and vendors is welcomed as part of our continuous improvement efforts.

Conclusion At BenefitScope, we believe that compliance with equal employment opportunity laws and ethical practices strengthens our organization and fosters trust and collaboration. By ensuring fairness and equity in our operations, we aim to build long-term, successful relationships with employees, applicants, and vendors alike.

For any questions or further information about this policy, please contact our Human Resources Department.

Instructions

This Response Template must be used for submission of written questions. All questions should provide the requested information. Those that do not, may not be answered by DHS. The Vendor may add as many lines as needed. DHS would strongly prefer the Vendor to ask multi-part questions as individual questions on separate lines.

Instructions: Complete all cells of each question asked in the Table below. Clearly identify the referenced section or text.

Question ID	Reference (page number, section number, paragraph)	Specific Language	Question	Answers
<i>Example</i>	<i>Page 7, section 1.15, C</i>	J. Vendors may submit multiple bid	<i>May vendors submit more than one bid?</i>	<i>yes See section 1.15, J</i>
1	Page 3, section 1.10, A	Written questions should be submitted by 4:00 p.m., Central Time, on December 4, 2024	Could DHS consider extending the deadline for submitting written questions by one week to provide vendors with adequate time to thoroughly evaluate all aspects of the solicitation?	Yes. Refer to Addendum 1.
2	Page 10, section 2.4, A	Contractor must be registered to do business in the State of Arkansas and in good standing by the start of any resulting contract. For verification purposes, Contractor must provide a Certificate of Good Standing, Certificate of Authority, and other required Arkansas Secretary of State documentation such as non-filing or nonqualifying statements, upon DHS request.	If a vendor does not conduct business in Arkansas, is it necessary for the vendor to obtain a non-filing certificate from the state, or would a signed Form NFR-R be sufficient to fulfill this requirement?	The Contractor must be registered to do business in the State of Arkansas.
3	Page 11, section 2.5, B, 4, f	Transmit and receive files to and from DHS and its contractors via a software package designated by DHS	Please indicate which system(s) are currently utilized by each division.	MOVEit is the current system being utilized by each division.
4	Page 11, section 2.5, C,	Contractor shall provide document creation and delivery services related to IRS Forms 1095-B and 1094-B, including original filings and corrected filings, for the current and past tax years—beginning with tax year 2015— in accordance with the requirements outlined in this IFB, any resulting contract, and set forth by the IRS.	Are XML files from tax year 2015 forward available for the contractor to ensure the accuracy of previously prepared data?	Yes.
5	Page 16, section 2.5, M, 1, b-c	January – May: Weekly feeds containing newly-eligible recipients and corrected records. June – December: Monthly feeds containing newly-eligible recipients and corrected records; “one-off” requests.	If the vendor requests it, would it be possible to provide a complete file that includes the newly eligible recipients and corrected records with each feed?	No. Newly-eligible recipients and corrected records are provided in each feed.
6	Page 16, section 2.5, P, 1, a	Up-Front Data Verification: a. Verify name/SSN against the Social Security Administration database using the criteria defined in IRS Publication 1586.	Would DHS be open to allowing the contractor to use the Federal TIN Matching program for verification purposes, as outlined in IRS Publication 2108?	No.
7	Attachment D, page 1, Financial Terms of the Contract	See Chart	Is the vendor responsible for completing the chart, or does it serve as a general example of how vendors are paid under professional services contracts? If the vendor is to complete the chart, could you please provide the current vendor’s chart to ensure continuity of operations?	Attachment D is for informational purposes only.
8	Page 9, Section 2.3, A-B	For Tax Year 2023, the volume of 1095-B transmissions was: Initial Filings 1,431,295 Physical Mailing Requests 1,134 Batch Corrections 68,315 Case Worker Corrections 118,021 Foster Children Distinct Case ID 10,230 Total 33,210 Total Distinct Case ID 1,367,649 Total 2,792,685	Can DHS clarify the discrepancy between the 2023 quantities listed on Page 9 of the solicitation (2,792,585) and the estimated quantities on the official bid sheet (~1,683,400)?	Historical volumes were based on actual usage whereas quantities on the Official Bid Price Sheet derived from the most recent data. Quantities are estimated for bidding purposes only. Actual quantities may increase or decrease.
9	Official Bid Pricing Sheet	The Items are numbered 1, 2, and 4.	Please confirm that the agency isn’t missing an item #3?	Refer to Addendum 2 and Revised Official Bid Price Sheet.
10	Attachment F, Business Associate Agreement	N/A	Is Attachment F critical to the ACA service RFP?	Yes, Attachment F Business Associate Agreement is required for this solicitation.

Attachment C
ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-267 et. seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and with which Contractor must comply for acceptable performance to occur under the contract.

- I. Contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to Contractor, Contractor's agents, employees, and the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, Contractor agrees to indemnify and hold harmless the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of Contractor's performance or lack of performance.
- III. During the contract term, the Division/Office will complete sufficient performance evaluation(s) to determine if Contractor's performance is acceptable. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the contract term, should the State determine it is in its best interest. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include Contractor's input so as to establish reasonably achievable standards.
- V. The contract program deliverables and performance indicators to be performed by Contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>STAFFING REQUIREMENTS (IFB Section 2.5.B)</p> <p>Contractor must maintain sufficient staffing levels to ensure successful performance of all duties related to 1095-B processing.</p> <p>The project organization chart must be submitted within ten (10) calendar days of contract start.</p> <p>Turnaround time must not exceed five (5) calendar days for one-off requests and must meet IRS deadlines.</p>	<p>There must be a minimum of one (1) employee available to DHS from [time] to [time], Monday through Friday. (IFB Section 2.5.B.4)</p> <p>A full-time (forty (40) hours per week) Project Manager (PM) must be assigned to manage service provision. (IFB Section 2.5.B.1)</p> <p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file, and contract termination.</p>
<p>IRS Form 1095-B and 1094-B Creation and Delivery</p> <p>Contractor shall create and deliver IRS Forms 1095-B and 1094-B, including original filings and corrected filings, for tax years 2015 and forward.</p> <p>Data shall be formatted according to the specific requirements.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Perform all letter shop activities (create 1095-B forms, cover letters, envelopes) and mail required documents within two (2) days of client request.</p> <p>Create and submit the 1094-B form by the deadline set forth by the IRS.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including, without limitation, withholding payment on</p>

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		future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
<p>Data Corrections and Maintenance</p> <p>Contractor shall process data corrections and perform data maintenance services related to IRS Forms 1095-B and 1094-B.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Ensure data and postal delivery hygiene.</p> <p>Maintain all data sent by DHS.</p> <p>Provide a mechanism to update, delete, and add records.</p> <p>Engage in error triage support and reporting related to returned mail.</p> <p>Work with DHS to resolve erroneous records.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including, without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>External Access/Portal</p> <p>Contractor shall provide/host a portal (Portal) available to DHS employees and DHS contractors, including DCO and DHS contractor Call Center employees.</p> <p>Training must include use of the portal, editing capabilities, script training, and other topics as needed.</p> <p>Contractor must be able to distinguish between users of each group for reporting purposes.</p> <p>Contractor must ensure the Portal satisfies all Federal and Arkansas State</p>	<p>Acceptable performance is defined as 99.5% availability, Monday through Friday (M-F), 7:00 a.m. to 7:00 p.m. CT, including holidays, except for previously scheduled and agreed-upon downtimes for maintenance.</p> <p>The portal must effectively support three hundred (300) concurrent transaction requests per minute.</p> <p>Portal Content includes:</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p>

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<p>system accessibility and security requirements.</p>	<ul style="list-style-type: none"> • Cover Letter • 1095-B Form (current and historical) • Form delivery dates • Flags and historical data for: <ul style="list-style-type: none"> ○ Returned mail ○ Foster children ○ Adopted children ○ Other reasons • Data fields • Request Form for duplicate or corrected 1095-B form. The form must be able to be completed on-line and printed. • Ability for DHS / Call Center contractor to update address and request hard copies be mailed to client. 	<p>DHS reserves the right to impose additional penalties including, without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Reporting and Information</p> <p>Contractor must provide regular reports to DHS, including:</p> <ul style="list-style-type: none"> i. Internal Processes and Systems Access ii. System Compliance or Specifications <p>Provide to the IRS the IRS Submission and Error Tracking Report as required.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Weekly Reports must be provided no later than 9:00 a.m. central time each Friday for the previous five (5) days.</p> <p>Monthly Reports must be provided one (1) week after the end of each month.</p> <p>Ad hoc reports must be provided as requested.</p> <p>Capture the notification, provided in AIRS, of successful or erroneous submission, and forward a copy to DHS within three (3) business days.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Equipment</p> <p>Contractor shall bear all costs for computers, equipment, and other resources necessary to fulfill the terms of this contract.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Properly maintain equipment and resources to ensure optimal performance.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Technical Requirements</p> <ol style="list-style-type: none"> 1. Understand and utilize the established DHS internal process for processing and sending 1095-B forms. 2. Understand and follow the specifications and requirements relating to 1095-B filing as set forth by the IRS. <p>Contractor shall be responsible for the end-to-end processing requirements.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withhold payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		vendor file, and contract termination.
<p>Tax Filings</p> <ol style="list-style-type: none"> 1. Perform required tax filing functions for: <ol style="list-style-type: none"> a. Original filings b. Corrected filings (to 2015) 2. Provide all required functions, including: <ol style="list-style-type: none"> a. Mail 1095-B forms to recipients upon request b. Submit 1095-B forms according to the time frame/schedule set forth by the IRS c. Issue corrected for replacement forms within five (5) business days of receiving updated information from the DSS lab. 3. Provide the electronic version of each tax filing to DHS and make them available through the portal. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Special Populations</p> <p>Contractor must process 1095-B Forms for special populations including, without limitation, foster and adopted children, according to DHS instructions.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Contractor will properly identify special populations through special flags or identifiers in data provided by DHS and follow documented procedures / instructions for handling these groups.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
<p>Utilizing IRS AIR System</p> <p>The Contractor shall be responsible for generating and filing required IRS submission files (returns) with the ACA Information Return (AIR) System on behalf of DHS including, but not limited to, 1095-B and 1094-B Forms. The IRS Submission files (returns) must be filed no later than the date set by the IRS for the applicable tax year.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Generate and file required IRS submission (returns) via the AIR System on behalf of DHS, by the date set by the IRS for the applicable tax year.</p> <p>Work with DHS to determine a time frame or triaging and resubmitting corrected forms.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Corrections</p> <p>Corrections to the original IRS filing for a given tax year can be made at any time, and must be provided by the Contractor included in the weekly or monthly Data Extract File from the DSS Lab.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Perform corrections to IRS filings and include corrections in the weekly/monthly Data Extract File.</p> <p>Relay updates or corrections to DCO for</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p>

Service Criteriaⁱ	Acceptable Performance	Damages for Insufficient Performanceⁱⁱ
	entry into MMIS and ensure corrected forms are clearly denoted.	DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
<p>Data Transmissions</p> <p>Data shall be transmitted to DHS and the IRS according to schedule.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <p>Initial delivery of the full file shall occur during the first week of January.</p> <p>January – May: Weekly feeds containing newly-eligible recipients and corrected records.</p> <p>June – December: Monthly feeds containing newly-eligible recipients, corrected records, and “one-off” requests.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months’ payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months’ payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>File Format and Integrity</p> <p>Contractor must ensure the files are formatted according to IRS and DHS system and data integrity requirements.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months’ payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		<p>be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Historical Tax Data</p> <p>Work with DHS to establish a mutually agreeable date for a data transfer of all historical tax-year data for Arkansas Medicaid recipients.</p> <p>Make the historical tax data available on the Portal for DHS, including DCO and Call Center employees.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Up-Front Data Review and Correction</p> <ol style="list-style-type: none"> 1. Take steps to review and correct data prior to mailing or filing forms <ol style="list-style-type: none"> a. Verify name and SSN against the Social Security Administration database b. Evaluate name quality according to IRS specifications 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with these service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>c. Report invalid combinations or quality errors to DHS within the stipulated time frame</p>		<p>(30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Data Extracts</p> <p>Upon request and at the end of the contract, provide a full database transfer of the data and tables storing 1095-B and 1094-B data</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with these service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Data Maintenance and Security</p> <p>1.) Make all included historical data available through the portal</p> <p>2.) Develop a Business Continuity and Recovery Plan compliant with 45 CFR § 94.62(f), which:</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with these service criteria and standards for acceptable</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<ul style="list-style-type: none"> a.) Includes a robust disaster recovery plan b.) Requires daily backups to protect against a system failure. c.) Ensures that data must be able to be recovered within 3 business days. d.) Provides off-site electronic and physical storage in the United States. e.) Identifies all software and data backup requirements. <p>3.) Comply with all applicable laws regarding privacy, security, retention of records, data, and information.</p> <p>4.) Comply with HIPAA requirements regarding data destruction and complete, file, retain, and make available upon request all program records in a secure, HIPAA compliant manner.</p> <p>5.) Own the following responsibilities regarding data transmissions:</p> <ul style="list-style-type: none"> a.) Ensure files conform to IRS and DHS requirements. b.) Collaborate with DHS to develop deliverables for User Acceptance Testing (UAT). c.) Obtain DHS approval on all deliverables before production/implementation. d.) Use DHS-specified software for file transmissions. e.) Maintain a backup point of contact with an active software license to handle file processing during main POC outage. <p>6.) Work with DHS to transfer all data contained in the database upon DHS request or at the end of the contract. Data must be formatted as a CSV file.</p> <p>7.) Obtain DHS approval and sign-off for any new development, modification, or upgrade that the Contractor implements that may impact this contract.</p> <p>8.) Provide DHS with 8 weeks of notice for any changes that may affect this contract.</p>	<p>performance throughout the contract term as determined by DHS.</p>	<p>(5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Recipient Portal Change Communications</p>	<p>Acceptable performance is defined as one hundred percent (100%)</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>1.) Maintain a record of all communication with Arkansas recipients via the Portal and provide to DHS in a monthly report.</p>	<p>compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>User Acceptance Testing</p> <p>1.) UAT is required between the Contractor and the IRS. Work with DHS to:</p> <ul style="list-style-type: none"> a.) Test the AIRs system by providing test files b.) Develop a list of deliverables based on IRS requirements <p>2.) UAT is also required between the Contractor and DHS. Work with DHS to develop a list of deliverables that shall require DHS sign-off</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Scope of Work Change Orders Ensure changes to the Scope of work are made via a Change Request and approved by DHS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Contractor for each thirty (30) day period Contractor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Mandated Reporting Pursuant to Ark. Code Ann. §§ 12-18-402 (b)(10) and 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that:</p> <ol style="list-style-type: none"> a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; c. A child died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. 	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>For each failure to report, DHS may impose:</p> <ol style="list-style-type: none"> 1. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total months' payment in which the deficiency took place; or 2. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount, as determined by DHS. <p>DHS may elect to calculate penalties/damages differently per occurrence.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>or</p> <p>e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment.</p> <p>A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §§ 12-18-402 (b)(10) and 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>		<p>DHS reserves the right to impose additional penalties including, without limitation, requiring a CAP, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Performance Bonding</p> <p>Contractor shall obtain performance bonds in the amount of one hundred percent (100%) of the annual contract price, or a lesser amount specified by the State.</p> <p>The State shall require additional performance bond protection if the contract price is increased or modified. The additional performance bond must be delivered to DHS within fourteen (14) calendar days of request.</p> <p>Contractor shall notify the State of any changes, modifications, or renewals for the performance bond during the term of the contract. The performance bond</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with these Service Criteria at all times throughout the contract term as determined by DHS.</p>	<p>Damages shall be one percent (1%) per day, calculated using the annual contract amount, for each day Contractor fails to meet the Performance Bonding Requirements specified in Service Criteria.</p> <p>In addition, Contractor's continued failure to meet Service Criteria may result in a below standard VPR maintained in the vendor file and contract termination.</p> <p>Failure to provide performance bond documentation is a breach of contract and may result in</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
documentation must be provided to the State with each required notice.		immediate contract termination.
<p>Conflict of Interest Mitigation</p> <p>Contractor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions.</p> <p>Contractor shall disclose all actual, apparent, or potential conflicts of interest to DHS within five (5) days of having knowledge of them.</p> <p>Contractor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	Contractor must maintain one hundred percent (100%) compliance with this service criteria at all times throughout the contract term.	<p>Contractor will be fined one thousand dollars (\$1,000) per day for each day past five (5) for each actual, apparent, or potential conflict of interest it fails to disclose.</p> <p>Contractor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with its DHS approved mitigation plan. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>Transition Planning</p> <p>Ninety (90) calendar days prior to the contract end date, Contractor shall submit for DHS approval, a detailed plan for transitioning all contracted services to DHS, or to another contractor selected by DHS to provide the contracted services.</p> <p>The plan must include, but is not limited to, the following:</p> <ul style="list-style-type: none"> a. Turnover approach b. Tasks and deliverables list c. System and user documentation d. Operational procedures e. Resource requirements f. Asset transfer approach g. Proprietary data delivery provisions h. Incomplete tasks and issues list i. Contractor coordination description j. Turnover progress meetings schedule k. Progress reporting approach l. Problem and risk management list m. Planned tasks and deliverables for two (2) months following turnover n. Lessons learned report o. Additional DHS requirements 	Contractor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	<p>If Contractor fails to meet the acceptable performance standard, DHS may issue a below standard VPR maintained in the vendor file.</p> <p>Final payment may be withheld from Contractor until all elements of the transition are satisfied as determined by DHS.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Contractor shall not implement the plan until it has received DHS’s written approval of the plan. Contractor shall take all reasonable action to provide a minimally disruptive turnover.</p> <p>Deliverable Acceptance Process: If DHS rejects a deliverable, DHS will give Contractor a written description of the changes that must be made to the deliverable. This cycle of submission, review, rejection, revision, and resubmission shall be repeated until DHS accepts the deliverable. Contractor shall be liable for all costs associated with additional work related to deliverables rejected by DHS.</p> <p>Ten (10) business days after the completed transition, Contractor must provide DHS with a Transition Results Report documenting the results of each step of the Transition Plan. The transition shall not be considered complete until this document is approved by DHS.</p>		
<p>Arkansas Freedom of Information Act (FOIA) (Ark. Code Ann. § 25-19-101 et seq.):</p> <p>Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil a FOIA request.</p> <p>Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</p> <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. § 25-19-101 et seq. for specific requirements.</p> <p>For all FOIA requests received, Contractor shall also notify DHS of the request at DHS.FOIA@arkansas.gov.</p>	<p>Contractor shall respond to all FOIA requests timely and accurately.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time.</p> <p>DHS shall have sole determination as to the sufficiency of Contractor’s response and provision of documents.</p>	<p>For each failure to meet this performance standard, DHS may impose:</p> <ul style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months’ payment for each failure to report. The penalty will be calculated from the total months’ payment in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount, as determined by DHS. <p>DHS may elect to calculate penalties/damages differently per occurrence.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		<p>Contractor shall be responsible for any penalties, fees, and/or costs imposed on DHS associated with Contractor's failure to timely and accurately provide the requested information and documents.</p> <p>DHS reserves the right to impose additional penalties including, without limitation, requiring a CAP, withholding payment on future invoices until Contractor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.</p>

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In the event a Performance Standard is not met, Contractor will have the opportunity to defend, respond to, or cure the insufficiency to the satisfaction of the State. The State **may** waive damages if it determines there were extenuating factors beyond Contractor's control that hindered the performance of services of it is in the State's best interest. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the agency's direction regarding the compensation process.

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

ⁱⁱ The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

ATTACHMENT D

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. Vendor acknowledges acceptance and agreement to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS through submission of responent's proposal.

PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services (“the Department”) agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas, and the rights and remedies of the parties hereunder shall be determined in accordance with Arkansas law. Nothing in this contract may be construed as a waiver of the Department’s sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required <u>OR</u> Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)

Reimbursement Method:** (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement *Payment Limitations:** (Select from the following) Quarterly Cumulative; Monthly Cumulative; None *****Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter “None” in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs

covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions. Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including convenience, unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work

- terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
 - With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
 - Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
 - Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
 - Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of

- its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
 - The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for delay in performing under the contract if the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

Confidentiality of Information

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-110-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for

six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that 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 the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Policy & Legal Services Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to

be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

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 State 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 Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically

amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

TECHNOLOGY ACCESS: When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar

state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, and then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

Employee Background Requirements

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq.*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/ employee shall be immediately disqualified.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

34 Main Street Floor 2

(address)

Natick, MA 01760

Attention: Kim Phillips

(Name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

DHS Office of Procurement

Attention: Sarah Cunningham, CPO
618 N Main St
Little Rock, AR 72203-1437

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment;
- Promotion;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.



Contract #: 710-25-021

STATE OF ARKANSAS SERVICES CONTRACT

Contract #	710-25-021	Federal ID #	26-1355708
Service Type	Technical and General Services (TGS)	Procurement Method	Invitation for Bid

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	0710 - Arkansas Department of Human Services	<input type="button" value="v"/>
Division	0710 - Office of Procurement	<input type="button" value="v"/>

Contractor Name	Benefit Coordinators of America, LLC D/B/A BenefitScape		
Contractor Address	34 Main Street Floor 2, Natick, MA 01760 USA		
Contractor Number	26-1355708	Minority/Women Owned Business	<input checked="" type="radio"/> Yes <input 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.

Please see our response included in Attachment 4.

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on 07/01/2025, and shall continue until 06/30/2026, 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 Arkansas Code Annotated § 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 06/30/2032 (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:

Please see our response included in Attachment 5.

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:

Please see our response included in Attachment 6.

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: \$ 1,696,400.00 (**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: \$ 11,874,800.00 (**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 Arkansas Code Annotated § 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 710-25-021 (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 Arkansas Code Annotated § 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. ACH Payment.** All payments to the Contractor under this Contract shall be made exclusively through ACH (Automated Clearing House) direct deposit or through the State's authorized VISA Procurement Card (p-card). The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Department. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

20. 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. Attachments A-K
- B. Addenda 1-3
- C. Attachments 4-6

21. 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

Max Ignatov

Name
508-655-3307

Telephone #

Chief Technical Officer

Title
max.ignatov@benefitscape.com

Email

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

Andrew Miller

Name
508-655-3307

Telephone #

Director of IT

Title
andy.miller@benefitscape.com

Email

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

Kim Phillips

President & CEO

Name
508-655-3307

Title
info@benefitscape.com

Telephone#

Email

22. 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 [Technology Access Clause](#) and are included herein by reference, as applicable.

23. 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

Kim Phillips

Printed Name

Printed Name

President & CEO

Title

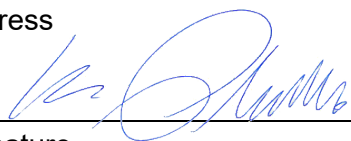
Title

34 Main Street Floor 2, Natick, MA 01760

Address

Address

Signature



Signature

January 3, 2025

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, Kim Phillips President & CEO
 (Contractor) (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.")

Not Applicable / No other Contracts/Subcontracts with any other state government entities.

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.")

Not Applicable / Not engaged in any legal controversies with any state agencies or representing any clients engaged in any controversy within any Arkansas state department.

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
N/A		

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.

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 in compliance with the certification requirements listed above that are relevant to this contract and will remain so for the aggregate term of any resultant contract.

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
N/A			
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
N/A		
TOTAL REIMBURSABLE EXPENSES		\$ 0.00

Total compensation inclusive of expenses 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
ALL-INCLUSIVE			
TOTAL SERVICES			\$ 0.00

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
ALL-INCLUSIVE			
TOTAL COMMODITIES			\$ 0.00

Total services inclusive of commodities: _____ **\$ 0.00**

Annual Contract Amount: _____

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
					%
					%
					%
					%
					%
					%
TOTALS				\$ 0.00	0.00 %

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.

Attachment 4. Objectives Scope and Performance

Criteria	Objective	Scope	Performance Measurement	Criteria Expansion and Detail
Timely Filing	Ensure compliance with IRS filing requirements.	All IRS submissions for 1095-B/1094-B forms submitted as required in a timely manner as determined by the IRS.	Submissions (original and corrected) completed by IRS deadlines.	Manage four categories of filings: 1. Original filings (current and prior years not yet reported). 2. Corrected filings (current and prior years). Process requests for corrected or replacement forms. Ensure timely submission of IRS files via the ACA Information Return (AIR) system. Send 1095-B forms on request; file IRS submissions (1095-B/1094-B) by IRS deadlines. Establish timeframes with DHS for rejected filings and resubmissions
Data management & Transmission	Ensure that all standards are followed and reported as in place and tested on a regular basis,	Adhere to all DHS, Arkansas, and Data management requirements on Federal and accepted industry data standards for backup and retrieval, as well as referential data integrity.	Properly adhere to all standards that can be agreed up and measured and reported in the MONTHLY reporting	Data Transmissions - Follow a structured schedule for data feeds: Weekly (Jan–May): New eligibility and corrections. - Monthly (Jun–Dec): Updates and one-off requests. - Ensure timely updates for urgent requests. File Format and Integrity - Format data to IRS and DHS specifications. - Validate integrity of transmitted files to prevent errors or rejections. Historical Tax Data - Use DHS-provided historical data for parallel testing and system setup. - Make historical data available via the portal for authorized users.
Accurate Corrections	Minimize errors and ensure updated recipient records.	Updates for Medicaid dates, SSN/DOB changes.	Corrected forms issued within 5 business days.	Ensure data hygiene (names, addresses, SSNs) for covered tax years to minimize IRS rejections. Maintain DHS-provided data and allow editing, deleting, or adding records. Resolve errors with returned mail and collaborate with DHS on erroneous records. Relay updates received via the portal to DHS. Ensure corrected forms are clearly denoted and meet IRS standards. Process corrections for Medicaid coverage dates, SSNs, and DOBs.
Special Population Handling	Provide tailored services for flagged populations.	Foster/adopted children flagged in Data Extracts.	Forms processed electronically as per DHS instructions.	Process flagged forms , foster, and adopted children) ; forms are NOT MAILED.

Attachment 4. Objectives Scope and Performance

Criteria	Objective	Scope	Performance Measurement	Criteria Expansion and Detail
Portal Availability	Ensure reliable and secure data access.	Electronic access for DHS staff and contractors.	99.5% portal uptime; adherence to accessibility standards.	External Access/Portal Hosted for DHS staff and contractors , ensuring continuous availability, federal/state compliance, and efficient performance. Develop, deploy, maintain, and modify the portal as needed; provide user training. Ensure compliance with accessibility (Arkansas Act 1227, Section 508) and security standards.
Reporting Compliance	Maintain transparency and track contractor performance.	Weekly/monthly Data Extract and filing reports.	Reports submitted by agreed timelines include required metrics.	Weekly Reports: Track forms sent, portal usage, errors, and performance metrics. Monthly Reports: Summarize weekly data and include recipient communications (e.g., name/address changes). Submit weekly reports by 9:00 a.m. CT Friday and monthly reports in an agreed-upon format.
Training and Support	Equip DHS staff with necessary skills for effective Portal use.	DHS staff utilizing the Portal.	Training sessions conducted; user proficiency achieved.	Use of the PORTAL will be monitored to make sure all functionality is available and functioning as designed. BenefitScope will modify the PORTAL workflow to be most efficient based on user feedback and measurement.
Compliance with Standards	Ensure all operations meet legal and regulatory requirements.	Adherence to federal and state regulations.	Compliance audits passed; no violations reported.	BenefitScope is a SOC II Type 2 sponsor and also supports all HIPPA regulations via our Business Associate Agreement. We will comply with all standards such as DHS Office of Systems and Technology (DHS/OST) and the Arkansas Department of Information Services (DIS). Accessibility includes compliance with Arkansas Act 1227 of 1999 and Section 508 of the Rehabilitation Act Amendments of 1998.

Attachment 4. Objectives Scope and Performance

Criteria	Objective	Scope	Performance Measurement	Criteria Expansion and Detail
Collaboration with DHS	Foster effective communication and operational efficiency.	Interaction between contractor and DHS.	Regular meetings held; prompt issue resolution.	BenefitScope will collaborate with the IRS, DHS divisions, and DHS contractors. as follows: a. Division of County Operations (DCO) b. Division of Children and Family Services (DCFS) c. Office of Communications and Community Engagement (OCCE) d. Division of Medical Services (DMS) 2. DHS currently uses contractors to operate the: a. Decision Support System and Services (DSS) Lab b. Medicaid Management Information System (MMIS) and provide a Call Center that handle calls from Medicaid Beneficiaries, DHS employees, and DHS Contractors c. IT PMO Project Oversight and Coordination functions
Performance Penalties	Encourage contractor accountability and high-quality service delivery.	Adherence to performance metrics and deadlines.	No penalties incurred; consistent performance.	Deliverable Acceptance Process - Submit deliverables for DHS review and approval. - Rectify rejected deliverables at no additional cost.- Maintain detailed records of progress during turnover.
Scalability	Ensure readiness to meet evolving DHS requirements.	Ability to manage increased volume or complexity.	Successful management of workload increases without service degradation.	Data Transmissions - Follow a structured schedule for data feeds: Weekly (Jan–May): New eligibility and corrections. - Monthly (Jun–Dec): Updates and one-off requests.- Ensure timely updates for urgent requests. File Format and Integrity - Format data to IRS and DHS specifications.- Validate integrity of transmitted files to prevent errors or rejections. Historical Tax Data - Use DHS-provided historical data for parallel testing and system setup. - Make historical data available via the portal for authorized users.

Attachment 5. Contractors Performance Obligations

Performance Category	Contractors Performance Obligations	Standard of Satisfactory Performance
Collaboration	Collaborate effectively with IRS, DHS divisions (DCO, DCFS, OCCE, DMS), and contractors.	Regular meetings with IRS, DHS divisions, and contractors; maintain clear communication channels. BenefitScape will provide monthly collaboration reports including meeting logs, resolution timelines, and open issues. Timeliness and issue resolution will be measured against the SLA.
Staffing	Maintain adequate staffing levels, including a full-time PM with authority to manage resources.	Availability of full-time PM and staff as per contract requirements, audited via monthly staffing reports provided by BenefitScape. These reports will include roles, responsibilities, hours worked, and any deviations. SLA measures responsiveness and resolution timelines.
Document Creation and Delivery	Timely creation and delivery of IRS-compliant 1095-B and 1094-B forms.	Forms delivered on time and compliant with IRS standards. BenefitScape will provide logs detailing forms created, mailed, and corrected. Reports will outline any deviations from delivery timelines and include remedial actions within SLA-defined timeframes.
Data Corrections and Maintenance	Ensure data hygiene, correct errors, and process updates to reduce IRS rejections.	Data hygiene maintained >95%, audited through quality reports. BenefitScape will provide logs of data corrections, returned mail metrics, and validation processes. Reports will highlight errors exceeding thresholds, with remediation plans and timelines as per SLA.
External Access/Portal	Host and maintain a web portal for DHS users, ensuring accessibility, training, and compliance.	Portal uptime 99.5%, response time <5 seconds, audited via usage and performance logs provided monthly by BenefitScape. Logs will include metrics on user activity, downtime, and remediation efforts for performance issues, ensuring SLA compliance.
Reporting and Information	Provide weekly, monthly, and ad-hoc reports summarizing form processing and portal usage.	Reports submitted on time with no major discrepancies. BenefitScape will provide monthly reporting logs summarizing timeliness, completeness, and alignment with SLA metrics. Any discrepancies will include root cause analysis and corrective action plans.

Attachment 5. Contractors Performance Obligations

Performance Category	Contractors Performance Obligations	Standard of Satisfactory Performance
Equipment	Supply and maintain all hardware and software required to meet contractual obligations.	Reliable equipment with zero critical failures, audited via maintenance logs provided monthly by BenefitScape. Logs will detail incident reports, equipment checks, and resolutions of any issues encountered within SLA timelines.
Technical Requirements	Follow DHS-established workflows and IRS technical specifications for ACA compliance.	Adherence to IRS and DHS guidelines. BenefitScape will deliver monthly compliance logs, documenting workflows followed and any deviations. Logs will include actions taken to align with IRS Publication 5165 and SLA-defined standards.
Tax Filings	Manage all categories of tax filings (original and corrected) and ensure timely IRS submissions.	100% on-time IRS submissions, audited via submission logs provided by BenefitScape. Logs will include acknowledgment receipts, errors, and resolutions. Any rejections will include remedial actions and adherence to SLA.
Special Populations	Process flagged data for foster and adopted children or other special groups as instructed by DHS.	Accurate handling of flagged data, audited via logs provided monthly by BenefitScape. Logs will document flagged records, processing details, and compliance actions for special populations, aligning with SLA timelines.
Corrections	Relay updates to DHS and ensure corrected forms are clearly identified and compliant.	Corrections processed within five business days. BenefitScape will provide monthly correction logs, detailing processing times, error rates, and resolutions. Logs will highlight delays, with corrective actions and adherence to SLA-defined metrics.
Data Transmissions	Transmit data feeds as per DHS schedules, including weekly and monthly updates.	Data transmitted accurately and on schedule, audited via transmission logs provided monthly by BenefitScape. Logs will document transmission times, errors, and resolutions. SLA metrics will ensure accuracy and timeliness.
File Format and Integrity	Deliver data files conforming to IRS and DHS specifications.	100% compliance with formatting requirements, audited via monthly file integrity logs provided by BenefitScape. Logs will detail formatting checks, errors, and resolutions, aligning with SLA standards for quality.

Attachment 5. Contractors Performance Obligations

Performance Category	Contractors Performance Obligations	Standard of Satisfactory Performance
Historical Tax Data	Utilize DHS-provided historical data for testing and setup.	Historical data setup with 99% accuracy, audited via logs provided monthly by BenefitScape. Logs will document testing outcomes, data accessibility, and any remediation efforts as per SLA.
Up-Front Data Review	Conduct upfront verification of name/SSN combinations against SSA records.	Verification of name/SSN combinations >98% accurate. BenefitScape will provide monthly validation logs, summarizing error rates and correction actions. Logs will include analysis of deviations and adherence to SLA timelines.
Deliverable Acceptance Process	Submit deliverables for DHS review, rectify rejected items at no cost, and maintain progress records.	Deliverables accepted on first submission >90% of the time. BenefitScape will provide monthly deliverable logs, highlighting rejected items, reasons, and corrective actions. Logs will align with SLA standards for quality and timeliness.
Transition to New Contractor	Facilitate a smooth transition to the next contractor, ensuring service continuity.	Seamless transition with no interruptions. BenefitScape will provide transition logs documenting tasks, milestones, and issues resolved. Logs will ensure SLA-defined transition timelines are met.
Transition Planning	Develop a comprehensive turnover plan detailing tasks, milestones, and resource requirements.	Turnover plan was delivered on time. BenefitScape will provide logs detailing submission dates, task progress, and completion rates. Logs will document alignment with SLA milestones and any delays with resolution plans.

Attachment 6. Departments Payment Obligations

Introduction : BenefitScape has given an equal weight to Each of the 16 Performance areas in this project. We have done this to enable DHS to be able to measure any area equally and make payment accordingly.

The monthly payment for each of the 16 Performance categories is \$8,835.42 for a total of \$141,366.67 per month and an annual total of \$1,696,400.

Performance Category	Performance Required	Standard Of Satisfactory Performance	Total Payment Obligation over Term of Contract (1 Year) for 100% SLA Performance	Monthly Payment Obligation over Term of Contract (1 Year) for 100% SLA Performance
Collaboration	Collaborate effectively with IRS, DHS divisions (DCO, DCFS, OCCE, DMS), and contractors.	Regular meetings with IRS, DHS divisions, and contractors; maintain clear communication channels. BenefitScape will provide monthly collaboration reports including meeting logs, resolution timelines, and open issues. Timeliness and issue resolution will be measured against the SLA.	\$ 106,025.00	\$ 8,835.42
Staffing	Maintain adequate staffing levels, including a full-time PM with authority to manage resources.	Availability of full-time PM and staff as per contract requirements, audited via monthly staffing reports provided by BenefitScape. These reports will include roles, responsibilities, hours worked, and any deviations. SLA measures responsiveness and resolution timelines.	\$ 106,025.00	\$ 8,835.42
Document Creation and Delivery	Timely creation and delivery of IRS-compliant 1095-B and 1094-B forms.	Forms delivered on time and compliant with IRS standards. BenefitScape will provide logs detailing forms created, mailed, and corrected. Reports will outline any deviations from delivery timelines and include remedial actions within SLA-defined timeframes.	\$ 106,025.00	\$ 8,835.42
Data Corrections and Maintenance	Ensure data hygiene, correct errors, and process updates to reduce IRS rejections.	Data hygiene maintained >95%, audited through quality reports. BenefitScape will provide logs of data corrections, returned mail metrics, and validation processes. Reports will highlight errors exceeding thresholds, with remediation plans and timelines as per SLA.	\$ 106,025.00	\$ 8,835.42

Attachment 6. Departments Payment Obligations

Performance Category	Performance Required	Standard Of Satisfactory Performance	Total Payment Obligation over Term of Contract (1 Year) for 100% SLA Performance	Monthly Payment Obligation over Term of Contract (1 Year) for 100% SLA Performance
External Access/Portal	Host and maintain a web portal for DHS users, ensuring accessibility, training, and compliance.	Portal uptime 99.5%, response time <5 seconds, audited via usage and performance logs provided monthly by BenefitScape. Logs will include metrics on user activity, downtime, and remediation efforts for performance issues, ensuring SLA compliance.	\$ 106,025.00	\$ 8,835.42
Reporting and Information	Provide weekly, monthly, ad-hoc reports summarizing form processing and portal usage.	Reports submitted on time with no major discrepancies. BenefitScape will provide monthly reporting logs summarizing timeliness, completeness, and alignment with SLA metrics. Any discrepancies will include root cause analysis and corrective action plans.	\$ 106,025.00	\$ 8,835.42
Equipment	Supply and maintain all hardware and software required to meet contractual obligations.	Reliable equipment with zero critical failures, audited via maintenance logs provided monthly by BenefitScape. Logs will detail incident reports, equipment checks, and resolutions of any issues encountered within SLA timelines.	\$ 106,025.00	\$ 8,835.42
Technical Requirements	Follow DHS-established workflows and IRS technical specifications for ACA compliance.	Adherence to IRS and DHS guidelines. BenefitScape will deliver monthly compliance logs, documenting workflows followed and any deviations. Logs will include actions taken to align with IRS Publication 5165 and SLA-defined standards.	\$ 106,025.00	\$ 8,835.42
Tax Filings	Handle all categories of tax filings (original and corrected) and ensure timely IRS submissions.	100% on-time IRS submissions, audited via submission logs provided by BenefitScape. Logs will include acknowledgment receipts, errors, and resolutions. Any rejections will include remedial actions and adherence to SLA.	\$ 106,025.00	\$ 8,835.42
Special Populations	Process flagged data for foster and adopted children or other special groups as instructed by DHS.	Accurate handling of flagged data, audited via logs provided monthly by BenefitScape. Logs will document flagged records, processing details, and compliance actions for special populations, aligning with SLA timelines.	\$ 106,025.00	\$ 8,835.42

Attachment 6. Departments Payment Obligations

Performance Category	Performance Required	Standard Of Satisfactory Performance	Total Payment Obligation over Term of Contract (1 Year) for 100% SLA Performance	Monthly Payment Obligation over Term of Contract (1 Year) for 100% SLA Performance
Corrections	Relay updates to DHS and ensure corrected forms are clearly identified and compliant.	Corrections processed within five business days. BenefitScape will provide monthly correction logs, detailing processing times, error rates, and resolutions. Logs will highlight delays, with corrective actions and adherence to SLA-defined metrics.	\$ 106,025.00	\$ 8,835.42
Data Transmissions	Transmit data feeds as per DHS schedules, including weekly and monthly updates.	Data transmitted accurately and on schedule, audited via transmission logs provided monthly by BenefitScape. Logs will document transmission times, errors, and resolutions. SLA metrics will ensure accuracy and timeliness.	\$ 106,025.00	\$ 8,835.42
File Format and Integrity	Deliver data files conforming to IRS and DHS specifications.	100% compliance with formatting requirements, audited via monthly file integrity logs provided by BenefitScape. Logs will detail formatting checks, errors, and resolutions, aligning with SLA standards for quality.	\$ 106,025.00	\$ 8,835.42
Historical Tax Data	Utilize DHS-provided historical data for testing and setup.	Historical data setup with 99% accuracy, audited via logs provided monthly by BenefitScape. Logs will document testing outcomes, data accessibility, and any remediation efforts as per SLA.	\$ 106,025.00	\$ 8,835.42
Up-Front Data Review	Conduct upfront verification of name/SSN combinations against SSA records.	Verification of name/SSN combinations >98% accurate. BenefitScape will provide monthly validation logs, summarizing error rates and correction actions. Logs will include analysis of deviations and adherence to SLA timelines.	\$ 106,025.00	\$ 8,835.42
Deliverable Acceptance Process	Submit deliverables for DHS review, rectify rejected items at no cost, and maintain progress records.	Deliverables accepted on first submission >90% of the time. BenefitScape will provide monthly deliverable logs, highlighting rejected items, reasons, and corrective actions. Logs will align with SLA standards for quality and timeliness.	\$ 106,025.00	\$ 8,835.42
Total Payment Obligation			\$ 1,696,400.00	\$ 141,366.67

Attachment 6. Departments Payment Obligations

Performance Category	Performance Required	Standard Of Satisfactory Performance	Total Payment Obligation over Term of Contract (1 Year) for 100% SLA Performance	Monthly Payment Obligation over Term of Contract (1 Year) for 100% SLA Performance
Transition to New Contractor	Facilitate a smooth transition to the next contractor, ensuring service continuity.	Seamless transition with no interruptions. BenefitScape will provide transition logs documenting tasks, milestones, and issues resolved. Logs will ensure SLA-defined transition timelines are met.	No Charge	No Charge
Transition Planning	Develop a turnover plan detailing tasks, milestones, and	Turnover plan was delivered on time. BenefitScape will provide logs detailing submission dates, task progress, and completion rates.	No Charge	No Charge

SLA Compliance Monitoring Methods

BenefitScape will establish SLAs for each Performance Category and implement methods and technologies for effective management. Through automated tools, audits, reporting, and stakeholder engagement, we ensure accountability, continuous improvement, and proactive compliance, maintaining DHS trust and top tier service.

- 1. Establish Key Performance Indicators (KPIs)** Define measurable KPIs aligned with SLA terms, such as uptime percentage, response time, and error rates. Examples include uptime >99.5%, data accuracy >95%, and form corrections completed within 5 business days. BenefitScape will establish these KPIs and monitor them consistently to ensure SLA compliance.
- 2. Automated Monitoring Tools** Use software and AI-centered technology to track real-time performance metrics. Examples include portal monitoring, log analytics, and automated alerts for SLA deviations. BenefitScape will implement these tools to ensure initiative-taking monitoring and quick response to potential issues.
- 3. Periodic Reporting** Generate reports on SLA metrics, such as weekly short-term performance summaries, monthly trend analyses, and ad-hoc reports for specific issues. BenefitScape will provide these reports to clients on a regular schedule to maintain transparency and accountability.
- 4. Regular Audits** Perform scheduled audits using data sampling, workflow reviews, and compliance checklists to verify adherence to SLA terms. BenefitScape will conduct these audits to identify gaps and take corrective actions as needed.
- 5. Root Cause Analysis (RCA)** Analyze SLA breaches to identify underlying causes and propose corrective measures, such as improving processes or resource allocation. BenefitScape will execute RCA processes to prevent recurrence of issues.

Attachment 6. Departments Payment Obligations

6. **Client Feedback Mechanisms** Collect feedback through surveys, questionnaires, and client meetings to identify performance gaps and improve SLA compliance. BenefitScape will implement these mechanisms to ensure continuous improvement.

7. **Real-Time Dashboards** Use dashboards to visualize up-to-date performance metrics, such as SLA compliance percentages and incident resolution times. BenefitScape will provide real-time access to dashboards for client review.

8. **Incident Tracking** Maintain a system to log SLA breaches, including incident details, resolution timelines, and post-incident reviews. BenefitScape will ensure comprehensive incident tracking to support compliance efforts.

10. **Corrective Action Plans** Develop plans to address SLA breaches, such as staff training, process redesign, and resource allocation. BenefitScape will create and execute these plans to address gaps effectively.

END.

BUSINESS ASSOCIATE AGREEMENT

Arkansas Department of Human Services, Office of Procurement (“Covered Entity”)
and Benefit Coordinators of America, LLC D/B/A BenefitScape
(“Business Associate”) enter into this Business Associate Agreement (“BAA”) as 07/01/25
of (“Effective Date”).

Covered Entity and Business Associate agree that under 710-25-021 entered into by Covered Entity and Business Associate (the “Agreement”), Business Associate provides services for or on behalf of Covered Entity that may involve access to PHI (as defined below) and that, as such, the parties agree as follows:

I. DEFINITIONS

Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings ascribed by HIPAA and ARRA, as each may be amended from time to time.

- A. “**ARRA**” means the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No.111-5 and its implementing regulations.
- B. “**Breach**” means the actual or reasonably suspected acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI.
- C. “**Breach Notice Rule**” means the federal breach notification regulations issued pursuant to ARRA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- D. “**Compliance Date**” means, in each case, the date by which compliance is required under the referenced provision of ARRA’s or HIPAA’s implementing regulations, as applicable.
- E. “**Discovery**” means the first day on which Business Associate, or any workforce member, agent, or Subcontractor of Business Associate, knows, or, by exercising reasonable diligence would have known, of a Breach.
- F. “**Encrypt**” means to use an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, which process conforms to NIST Special Publications 800–111, 800–52, 800–77, or 800–113, as appropriate, or that is otherwise validated against the Federal Information Processing Standards (FIPS) 140–2.
- G. “**ePHI**” means PHI as defined below, which is transmitted or maintained in electronic media.
- H. “**HIPAA**” means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.
- I. “**PHI**” means Protected Health Information, as defined in 45 C.F.R. § 160.103, limited to the Protected Health Information received from, or received, created, or accessed on behalf of, Covered Entity.
- J. “**Privacy Rule**” means the federal privacy regulations issued pursuant to HIPAA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- K. “**Security Incident**” means the successful unauthorized access, Use, Disclosure, modification or destruction of ePHI or interference with system operations in an information system. Unsuccessful attempts to breach security, including pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of PHI, shall not be deemed Security Incidents. However, more than 20 unsuccessful attempts or other patterns of successive attempts, that are not individual deemed Security Incidents in themselves shall be considered Security Incidents due to the number or pattern of such events.

- L. **“Security Rule”** means the federal security regulations issued pursuant to HIPAA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- M. **“Subcontractor”** means Business Associate’s subcontractors and agents that create, receive, maintain or transmit PHI for the purpose of performing any of Business Associate’s obligations under the Agreement.

II. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

- A. Business Associate shall provide relevant training on HIPAA and the requirements of this agreement to all persons accessing PHI or ePHI. The training materials and records shall be provided to the covered entity upon request.
- B. Business Associate shall implement and use appropriate Technical, Physical and Administrative Safeguards to reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI and to prevent Use or Disclosure of PHI, other than as permitted by this BAA.
- C. Business Associate shall, within the earlier of the Compliance Date or 90-days from the Effective Date, comply with all applicable provisions of the Security Rule. The Business Associate shall conduct a risk assessment to evaluate compliance with the Security Rule and shall, at the request of the Covered Entity, provide a written attestation acknowledging completion and communicating the results of the risk assessment.
- D. Business Associate shall Encrypt all transmissions of ePHI and all portable media or storage devices on which ePHI may be stored, including laptops, back-up media, CDs, or USB drives.
- E. Within 30-days after receiving a written request from Covered Entity, make available information necessary for Covered Entity to make an accounting of disclosures of PHI about an Individual, as provided in 45 C.F.R. § 164.528; and in accordance with 42 U.S.C. § 17935(c) and its implementing regulations as of the Compliance Date, make that accounting directly to the Individual if directed to do so by Covered Entity.
- F. At the request of Covered Entity and in the time, manner, and form designated by Covered Entity, not to exceed 15-days, provide access to PHI in a Designated Record Set to Covered Entity or, if directed by Covered Entity, to an Individual or to a recipient designated by the Individual, in accordance with the requirements of 45 C.F.R. § 164.524. Business Associate shall not charge Covered Entity or any Individual any fee associated with the production of PHI in accordance with this section that exceeds fees described at 45 C.F.R. § 164.524.
- G. Make available PHI in a Designated Record Set, no more than 30-days following receipt of a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.
- H. Business Associate shall notify Covered Entity, in writing, no more than 3-days following Business Associate’s receipt directly from an Individual of any request for an accounting of disclosures or access to or amendment of PHI as contemplated in Sections II (D) (E) or (F), above.
- I. Business Associate shall require each Subcontractor to agree, in writing, to the same restrictions and conditions that apply to Business Associate. Furthermore, to the extent that Business Associate provides ePHI to Subcontractor, Business Associate shall require Subcontractor to comply with all applicable provisions of the Security Rule upon the earlier of the Compliance Date or 90-days from the Effective Date. If Subcontractor is not subject to the jurisdiction or laws of the United States, or if any use or disclosure of PHI in performing the obligations under this BAA or the Agreement will be outside of the jurisdiction of the United States, Business Associate must require Subcontractor to agree by written contract with Business Associate to be subject to the jurisdiction of the Secretary, the laws, and the courts of the United States, and waive any available jurisdictional defenses that pertain to the parties’ obligations under this BAA, HIPAA, or ARRA.

- J. Business Associate shall not Use or Disclose PHI except as necessary to perform its obligations under the Agreement or as otherwise required by this BAA, provided that such Use or Disclosure is permitted by applicable law and complies with each applicable requirement of 45 C.F.R. § 164.504(e).
1. In compliance with 45 C.F.R. § 164.502(b)(1), as of its Compliance Date or no more than 90-days following the Effective Date, whichever is earlier, Business Associate shall request, Use, and Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use, or Disclosure.
 2. Business Associate shall not use PHI to make or cause to be made any communication that would constitute Marketing.
- K. Without unreasonable delay, and in any event, no more than 24-hours after Discovery, Business Associate shall notify Covered Entity of any Breach, Use or Disclosure of PHI not permitted under this BAA, or any Security Incident. Business Associate shall deliver the initial notification of such Breach, in writing, which must include a reasonably detailed description of the Breach and the steps Business Associate is taking and would propose to mitigate or terminate the Breach. Furthermore, Business Associate shall supplement the initial notification, no more than 5 calendar-days following Discovery, with information including the identification of each individual whose PHI was or is believed to have been involved; a reasonably detailed description of the types of PHI involved, and written updates every 5 calendar-days until the event has been concluded; all other information reasonably requested by Covered Entity, including all information necessary to enable Covered Entity to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D; and all other information necessary for Covered Entity to provide notice to individuals, the U.S. Department of Health & Human Services (“HHS”), or the media, if required. Despite anything to the contrary in the preceding provisions, in Covered Entity’s sole and absolute discretion and in accordance with its directions, Business Associate shall conduct, or pay the costs of conducting, an investigation of any Breach and shall provide or pay the costs of providing any notices required by the Breach Notice Rule or other applicable law.
- L. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate that is not permitted by this BAA.
- M. Business Associate shall make available to HHS its internal practices, books, and records, relating to the Use and Disclosure of PHI pursuant to the Agreement for purposes of determining Business Associate’s and Covered Entity’s compliance with the Privacy Rule.
- N. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI.
- O. To the extent Business Associate is to carry out one or more of Covered Entity’s obligations under the Privacy Rule, the Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- P. Business Associate shall provide contact information for one primary person and one secondary person in Appendix A. Any changes in the contact information shall be forwarded to the Covered Entity.
- Q. The Business Associate shall respond in writing within 10 business days to the Covered Entity’s request(s) to attest to the Business Associate’s compliance with the Privacy Rule, the Security Rule, and the Responsibilities of the Business Associate as specified in this BAA. The Business Associate shall make available to the Covered Entity its internal practices, books, and records, relating to the Use and Disclosure of PHI as necessary to substantiate the attestation of compliance.

III. RESPONSIBILITIES OF COVERED ENTITY

Covered Entity shall notify Business Associate, in writing, of an Individual’s request to restrict the Use or Disclosure of such Individual’s PHI, any limitations in Covered Entity’s Privacy Notice relevant to Business Associate’s performance of its obligations under this BAA or the Agreement, or any revocation by an Individual of authorization to Use or Disclose PHI.

IV. TERM, TERMINATION AND DAMAGES

- A. This BAA is effective as of the Effective Date and terminates when Business Associate and its Subcontractors no longer have access to PHI, and when all of the PHI in Business Associate's possession, inclusive of PHI in the possession of Business Associate's Subcontractors, has been returned or destroyed, unless earlier terminated in accordance with Sections IV(B) through (C) of this BAA.
- B. Upon Covered Entity's determination of a breach of a material term of this BAA by Business Associate, Covered Entity may terminate this BAA. As of the Compliance Date of 45 C.F.R. § 164.504(e)(1)(iii), if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this BAA, the non-breaching party will provide notice thereof to the other party. Such notice must clearly specify the nature of the breach or violation. Each party must take reasonable steps to cure the breach or end the violation. If after 30-days or such longer time specified in writing by the non-breaching party, the non-breaching party reasonably determines that such steps are unsuccessful in curing the breach or ending the violation, the non-breaching party may terminate this BAA and the Agreement, if feasible. In the event that termination is not feasible, the non-breaching party shall report the problem to HHS.
- C. Except as provided below, Business Associate shall return or destroy all PHI, including all PHI in possession of its Subcontractors, immediately following the termination or expiration of this BAA. However, in the event that Business Associate is legally obligated to retain such PHI, Business Associate may do so provided that:
1. Business Associate notifies Covered Entity of such legal obligation, in writing, immediately upon Business Associate's notice of such legal obligation, which such writing must describe in detail the legal obligation;
 2. Business Associate extends all protections, limitations, and restrictions contained in this BAA to Business Associate's Use or Disclosures of any PHI retained after termination or expiration of this BAA;
 3. Business Associate limits any further Use or Disclosures solely to satisfying such legal obligation for which it has provided Covered Entity with written notice in accordance with Section IV(C)(1), above.
 4. Business Associate returns or destroys all PHI when such legal obligation has been fulfilled or has concluded.
- D. In addition to any damages recoverable under this BAA, the parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

V. INDEMNIFICATION

Business Associate shall indemnify Covered Entity, its owners, employees and representatives in the event Business Associate's performance or failure to perform under this BAA has given rise to liabilities, costs, damages, and losses (including attorneys' fees) reasonably and properly incurred by Covered Entity in connection with any actual, threatened, or pending, civil, criminal, or administrative cause of action, claim, inquiry, investigation, lawsuit, or other proceeding (collectively a "Claim"). Upon demand by Covered Entity, Business Associate shall defend any Claim brought or threatened against Covered Entity, at Business Associate's expense, by counsel acceptable to Covered Entity. Business Associate shall not authorize or enter into any settlement without Covered Entity's written consent.

VI. GENERAL TERMS

- A. This BAA amends and is made a part of the Agreement. Any changes or modification to this BAA must be in writing and signed by both parties.
- B. To the extent not clear, the terms of this BAA are to be construed to allow for compliance by the parties with HIPAA or ARRA. If any provision of the BAA is in conflict with any provision of the Agreement, the conflicting provision of this BAA prevails to the extent necessary for the parties to comply with HIPAA and ARRA.
- C. Nothing in this BAA confers upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities, whatsoever.
- D. Sections II(G)(H)(J)(M) and Sections IV, V, VI(E)(F) survive the termination for any reason or expiration of this BAA.
- E. In the event Business Associate receives a notification from or on behalf of HHS regarding a compliance review, an audit, or an investigation or inquiry of any kind pertaining to the services provided under the Agreement or Covered Entity, it will notify Covered Entity no more than 3-days following its receipt of that notice.
- F. The law of the State of Arkansas without regard to its internal law on the conflict of laws, controls this BAA. The Business Associate consents and submits to the jurisdiction of the federal and/or state courts of Arkansas, and hereby waives any defense based upon venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in connection with or relating to this BAA or related matters. The Business Associate will bring any action or suit concerning this Agreement or related matters in federal or state court or the Arkansas Claims Commission with appropriate subject matter jurisdiction in Little Rock, Arkansas. **The Business Associate acknowledges that it has read and understands this clause and agrees willingly to these terms.**
- G. The parties may execute this BAA in a number of counterparts and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this BAA. A facsimile or pdf signature, or a scanned image of an original signature, of any party to this BAA is binding upon that party as if it were an original.

Signed:

BUSINESS ASSOCIATE: Benefit Coordinators of America, LLC D/B/A BenefitScope

Signed: 

Title: President & CEO

Date: 01/03/25

COVERED ENTITY Office of Procurement

Signed:

Title:

Date:

Appendix A: Business Associate Contact Information

Business Associate Primary Contact:

Business Associate Secondary Contact:

Name: Kim Phillips
Title: President & CEO
Address: 34 Main Street Floor 2
City: Natick
State: MA
Phone: 508-655-3307
Fax: 508-655-3307
Email: info@benefitscape.com

Name: Andrew Miller
Title: Director of IT
Address: 34 Main Street Floor 2
City: Natick
State: MA
Phone: 508-655-3307
Fax: 508-655-3307
Email: andy.miller@benefitscape.com

Organizational or Personal Conflict of Interest

(a) Definitions.

(1)(A) "Conflict of Interest" means that:

(i) Because of other activities or relationships with other persons, the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

(ii) The Contractor's objectivity in performing the contract work is or might be otherwise viewed as compromised;

(iii) The Contractor has or is perceived as having impaired objectivity; or

(iv) The Contractor has an unfair competitive advantage.

(1)(B) A conflict of interest may result when:

(i) Activities or relationships create an actual, apparent, or potential conflict of interest related to the performance of the contract; or

(ii) The nature of the contract creates an actual, apparent, or potential conflict of interest with respect to the Contractor in relation to future contracts with the State.

(2) "Contractor" includes the Contractor and its employees, affiliates, consultants, and subcontractors.

(3) "Impaired objectivity" includes without limitation the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be currently utilized or utilized in the future by a person, organization, or institution in the course of implementing any program administered by the Department of Human Services ("the Department");

(B) Connections or access to program details, information, or methodologies that might require or encourage the use of specific products, property or services; or

(C) Significant identification with philosophical viewpoints or other non-public information that might require or encourage the use of specific products, property or services.

(b)(1) The contractor shall certify that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, be it actual, apparent, or potential, for the organization or any of its staff, AND that the contractor has disclosed all relevant information if an actual, apparent, or potential conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of the

contractor. Actual, apparent, or potential conflicts of interest may arise in the following situations:

(A) Unequal access to information – a potential contractor has access to non-public information, including without limitation, data, plans, policies, and other knowledge, through its performance on a government contract;

(B) Biased ground rules – a potential contractor has worked, in one government contract or program, on the basic structure or ground rules of another government contract or future government contract. For example, the Contractor shall not use information gained from this contract to counsel current or future beneficiaries on the provision of services provided now or in the future by the Department; or

(C) Impaired objectivity.

(b)(2) Offerors shall disclose as described above regarding any actual, apparent, or potential conflict of interest regardless of their own opinion that such an actual, apparent, or potential conflict of interest would not result in impaired objectivity.

(b)(3) If an actual, apparent, or potential conflict of interest is disclosed, the Department will take appropriate actions to eliminate or address the actual, apparent, or potential conflict, including without limitation mitigating or neutralizing the conflict or requiring the offeror to provide a satisfactory mitigation plan to the Department identifying specific methods which will be imposed by the offeror to eliminate, to the extent possible, the conflict of interest. The Department may restrict or modify the work to be performed by the contractor to avoid or reduce the actual, apparent, or potential conflict of interest.

(b)(4) If a contractor anticipates working on more than one contract with the Department currently or in the future that is related in any way to this contract, the mitigation plan developed by the contractor shall provide, at a minimum, assurances that no staff, communication, or data will be shared within the organization regarding this contract and any future contract that relates to the scope of services provided under this contract. Information gained by the contractor from this contract shall not be used to benefit the contractor in gaining competitive advantage in future contracts with the State.

(c) The contractor agrees that if impaired objectivity, or an actual, apparent, or potential conflict of interest is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a mitigation plan, which shall include a description of actions that the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual, apparent, or potential conflict of interest.

(d)(1) Remedies - The State may terminate this contract for convenience, in whole or in part, if it determines that termination is necessary to avoid an actual, apparent, or potential conflict of interest or if the contractor fails to provide a mitigation plan for an actual, apparent, or potential conflict of interest that is satisfactory to the Department. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest.

(d)(2) If the contractor was aware of an actual, apparent, or potential conflict of interest prior to award or discovered an actual, apparent, or potential conflict of interest after award and misrepresented or did not disclose relevant information to the Contracting Officer, the State may terminate the contract for default, debar or suspend the contractor, or pursue such other remedies as may be permitted by law or this contract.

(d)(3) If the Department has accepted a mitigation plan from the contractor to minimize any actual, apparent, or potential conflict of interest and there is a violation of the mitigation plan, the contractor shall be liable to the Department as outlined in the Performance Based Contracting standards presented in Attachment C.

(e) In cases where remedies short of termination have been applied, the contractor agrees to eliminate the conflict of interest, or mitigate it to the satisfaction of the Contracting Officer. This may include creating or revising a mitigation plan.

(f) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (f).



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 of any 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: 710-25-021 Description: 1095-B Processing
 Agency Name: Department of Human Services, Division of Medical Services
 Vendor Number: 20250103153051745* Vendor Name: Benefit Coordinators of America, LLC D/B/A BenefitScope



 Vendor Signature

January 3, 2025

 Date

*20250103153051745 is Confirmation / Receipt Number for Registration under Arkansas Secy. of State.

Attachment H-1

Supporting Certifications

1. Application Summary Page for IRS AIR Transmitter Control Code (TCC)
2. Current WBENC Certificate
3. Current WOSB Certificate



- Firm Information
- Application Details
- Authorized Users
- Application Comments
- Application Summary
- Application Submission

Doing Business as Name: BENEFIT CORPORATION OF AMERICA LLC | EIN: 26-1355708
 Application Type: ACA Application for TCC | Tracking Number: 2015070311502500086

Application Status: Completed

Application Summary

[Print](#) | [Home](#)

Firm

Firm/Organization Legal Name:	BENEFIT COORDINATORS OF AMERICA LLC
Business Structure:	Limited Liability Corporation
Business Address:	12 WALNUT STREET SUITE 21
Business Address City/State/Postal Code:	NATICK, MA 01760
Phone Number:	(508) 655-3307
Mailing Address:	12 WALNUT STREET SUITE 21
Mailing Address City/State/Postal Code:	NATICK, MA 01760
Firm Suitability Status:	Completed

Authorized User(s)

Terms of Agreement Status (N/A, Pending, Signed or Not Needed) provides the Authorized Users' signature status and who signed for the last action(s). The ACA application requires signatures of either all Responsible Official(s) or all 'approved' Authorized Delegate(s) for successful processing.

Showing Items 1 to 8 of 8

Role Id	Organization Role	Name	Terms of Agreement Status
1	Responsible Official	Andrew Ferguson	Signed
1	Responsible Official	Andrew Miller	Signed
1	Responsible Official	Kenneth F Phillips	Signed
1	Responsible Official	Kim E Phillips	Signed
3	Contact	Andrew Ferguson	N/A
3	Contact	Andrew Miller	N/A
3	Contact	Kenneth F Phillips	N/A
3	Contact	Kim E Phillips	N/A

Showing Items 1 to 8 of 8

TCC Information

Role	T/P Indicator	TCC	Status
Transmitter	P	BB01H	Active
Software Developer	T	BBC9V	Active

Form T/P Indicators

Showing Items 1 to 10 of 21

Role	Forms	T/P Indicator	Transmission Method
Transmitter	1094/1095C	P	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
	1094/1095B	P	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
Software Developer 2015 In+House	1094/1095B	T	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
	1094/1095C	T	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
Software Developer 2015 Online	1094/1095B	T	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
	1094/1095C	T	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
Software Developer 2016 In+House	1094/1095B	T	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
	1094/1095C	T	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
Software Developer 2016 Online	1094/1095B	T	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
	1094/1095C	T	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
Software Developer 2017 In+House	1094/1095B	T	ISS-JI for ACA Internet Transmitter, ISS-JI for ACA Internet Trans
	1094/1095C	T	ISS-JI for ACA Internet Transmitter
Software Developer 2017 Online	1094/1095B	T	ISS-A2A - System Enroller
	1094/1095B	T	ISS-JI for ACA Internet Transmitter
	1094/1095C	T	ISS-JI for ACA Internet Transmitter
Software Developer 2018 In+House	1094/1095B	T	ISS-JI for ACA Internet Transmitter, ISS-JI for ACA Internet Trans
	1094/1095C	T	ISS-JI for ACA Internet Transmitter
Software Developer 2018 Online	1094/1095B	T	ISS-JI for ACA Internet Transmitter, ISS-JI for ACA Internet Trans
	1094/1095C	T	ISS-JI for ACA Internet Transmitter
Software Developer 2019 In+House	1094/1095C	T	ISS-JI for ACA Internet Transmitter, ISS-JI for ACA Internet Trans
	1094/1095B	T	ISS-JI for ACA Internet Transmitter, ISS-JI for ACA Internet Trans

Showing Items 1 to 10 of 21

Software ID Information

Showing Items 1 to 10 of 20

Year	SW Package	Status	Software Product Name	Forms	Software ID	Status	Transmission Method
2024	In-House	Production	BenefitScape ACA 2024	1094/1095B	[REDACTED]	Production	ISS-JI for ACA Internet Transmitter, ISS-JI for ACA Internet Trans
			BenefitScape ACA 2024	1094/1095C		Production	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
2024	Online	Production	BenefitScape ACA 2024	1094/1095B	[REDACTED]	Production	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter
			BenefitScape ACA 2024	1094/1095C		Production	ISS-A2A - System Enroller, ISS-JI for ACA Internet Transmitter

Year	SW Package	Status	Software Product Name	Forms	Software ID	Status	Transmission Method
2023	Online	Production	BenefitScape ACA 2023 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
			BenefitScape ACA 2023 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
2023	In-House	Production	BenefitScape ACA 2023 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
			BenefitScape ACA 2023 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
2022	Online	Production	BenefitScape ACA 2022 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
			BenefitScape ACA 2022 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
2022	In-House	Production	BenefitScape ACA 2022 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
			BenefitScape ACA 2022 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
2021	In-House	Production	BenefitScape ACA 2021 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
			BenefitScape ACA 2021 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
2021	Online	Production	BenefitScape ACA 2021 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
			BenefitScape ACA 2021 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
2020	In-House	Production	BenefitScape ACA 2020 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
			BenefitScape ACA 2020 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
2020	Online	Production	BenefitScape ACA 2020 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans
			BenefitScape ACA 2020 Online	1094/1095B 1094/1095C		Production	ISS-UI for ACA Internet Transmitter, ISS-UI for ACA Internet Trans

Showing Items 1 to 10 of 20

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Software Developer Package List

Showing Items 1 to 10 of 20

Type	Tax Year	Product Name	Forms
In-House	2024	BenefitScape ACA 2024	1094/1095B, 1094/1095C
Online	2024	BenefitScape ACA 2024 Online	1094/1095B, 1094/1095C
Online	2023	BenefitScape ACA 2023 Online	1094/1095B, 1094/1095C
In-House	2023	BenefitScape ACA 2023	1094/1095B, 1094/1095C
Online	2022	BenefitScape ACA 2022 Online	1094/1095B, 1094/1095C
In-House	2022	BenefitScape ACA 2022	1094/1095B, 1094/1095C
In-House	2021	BenefitScape ACA 2021	1094/1095B, 1094/1095C
Online	2021	BenefitScape ACA 2021 Online	1094/1095B, 1094/1095C
In-House	2020	BenefitScape ACA 2020	1094/1095B, 1094/1095C
Online	2020	BenefitScape ACA 2020 Online	1094/1095B, 1094/1095C

Showing Items 1 to 10 of 20

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< PREVIOUS CONTINUE >

Cancel

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Benefit Coordinators of America, LLC DBA BenefitScape

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Center for Women & Enterprise, a WBENC Regional Partner Organization.

Certification Granted: March 24, 2020

Expiration Date: March 24, 2025

WBENC National Certification Number: WBE2000690



Authorized by Gaby King Morse, President &
CEO
Center for Women & Enterprise



NAICS: 541612, 541611
UNSPSC: 43231500, 43231505





WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Benefit Coordinators of America, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Kim Phillips
NAICS: 541612, 541611 UNSPSC: 43231500, 43231505
Certification Number: WOSB200374
Renewal Date: March 24, 2025
WOSB Regulation Expiration Date: 3/24/2026



Gaby King Morse, Center for Women & Enterprise President & CEO

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Sr. Vice President, Certification

Attachment I
Client History Form
1095-B Processing
710-25-021

Attachment I

1095-B Processing

Instructions: This form is intended to help the State gain a more complete understanding of each Respondent's experience. This form **must** be completed completely and accurately.

The State reserves the right to verify the accuracy of these answers by contacting any of the listed clients, and all applicable clients **must** be listed. Omission of a client will constitute a failure to complete this form.

For purposes of this form, the "client" is not an individual but the entity which held the contract. By way of explanation, in the Contract resulting from this IFB, Arkansas DHS will be the client. For each listed client, Respondents may (but are not required) provide the contact information for a person at the client entity who is knowledgeable of the named project. If the State contacts clients listed on this form, the State reserves the right to contact the listed individual or another person at the listed client.

The boxes below each prompt will expand if necessary. The form **must** be signed (please see the final page) by the same signatory who signed the Response Signature Page.

1. Please list clients where the Prospective Contractor (the prime contractor only) **served as the prime contractor** for providing services related to Internal Revenue Service (IRS) Forms 1095-B and 1094-B processing, as outlined in this IFB, for a minimum of three (3) years. For each client, please specify the organization/agency/division, not just the state or political subdivision. Please include the following: description of work performed, duration of the project/contract, staff months dedicated to the project, and project amount. If there are no contracts which meet this definition, please state "none."

Pennsylvania Employee Benefits Trust Fund (PEBTF)

ACA Compliance & Reporting project for 1094B/1095B requirements.

Production of Forms, Furnishing, and Filings both Federal and State required.

Contract years to date: TY2020 through TY2024. Contract annual value is \$184,000.

This is a 12 month process with a dedicated 5 person team. The processing includes client requested corrections, an executive summary analysis, and complete compliance package which includes all electronic PDF's of 1094B and 1095B Forms, federal and state transmission ID's and receipts.

City of Little Rock, Arkansas

ACA Compliance & Reporting project for 1094C/B and 1095C/B requirements.

Production of Forms, Furnishing, and Filings both Federal and State required.

Contract years to date: TY2021 through TY2024. Annual contract value is \$15,000.

This is a 4 month process with a dedicated 3 person team. The processing includes client requested corrections, an executive summary analysis, and complete compliance package which includes all electronic PDF's of 1094C/B and 1095C/B Forms, federal and state transmission ID's and receipts.

City of Los Angeles, California

ACA Compliance & Reporting project for 1094C/B and 1095C/B requirements.

Production of Forms, Furnishing, and Filings both Federal and State required.

Contract years to date: TY2022 through TY2024. Annual contract value is currently \$145,000

This is a 12 month process with a dedicated 5 person team. The processing includes client requested corrections, an executive summary analysis, and complete compliance package which includes all electronic PDF's of 1094C/B and 1095C/B Forms, federal and state transmission ID's and receipts.

2. Please list clients where the Prospective Subcontractor (if applicable) **served as the prime contractor** for providing services related to Internal Revenue Service (IRS) Forms 1095-B and 1094-B processing, as outlined in this IFB, for a minimum of three (3) years. For each client, please specify the organization/agency/division, not just the state or political subdivision. Please include the following: description of work performed, duration of the project/contract, staff months dedicated to the project, and project amount. If there are no contracts which meet this definition, please state "none."


N/A - BenefitScope will not be using the services of any Subcontractor.

3. Has the Prospective Contractor received formal negative contract actions pertaining to contracted services from a party to which the Prospective Contractor's services were provided within the last three (3) years? A formal negative contract action is considered as any formal communication to Prospective Contractor from the state/entity receiving services that identifies failure(s) to satisfy performance obligations in the contract in a manner that represents significant non-performance or a material deviation from contractual obligations. A formal negative contract action is considered a corrective action plan, vendor performance report, or these equivalents in other states or in other entities.

YES

NO

If yes, include the number of formal negative contract actions in the space provided below. Provide the contact information for a person with the contracted party who is knowledgeable of the named project(s).

Authorized Signature: 

Title: President & CEO

Printed/Typed Name: Kim Phillips

Date: January 3, 2025

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203

ADDENDUM 1

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 4, 2024
SUBJECT: 710-25-021 1095-B Processing

The following change(s) to the above referenced IFB have been made as designated below:

- Change of specification(s)
- Additional specification(s)
- Change of bid opening date and time
- Cancellation of bid
- Other

OTHER

- Section 1.10 Clarification of Bid Solicitation – remove and replace with the following:

A. Contractor may submit written questions requesting clarification of information contained in this IFB. Written questions should be submitted by 4:00 p.m., Central Time, on December 11, 2024. Submit written questions by email to the buyer as shown on page one (1) of this IFB. The attached response template (Attachment B) must be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.

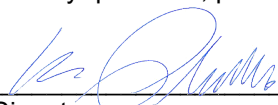
B. Contractor’s written questions will be consolidated and responded to by the State. The State’s consolidated written response is anticipated to be posted to the OP website by the close of business on December 18, 2024. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at Contractor’s risk.

- Section 1.28 Schedule of Events – remove and replace with the following:

Public Notice of IFB	November 25, 2024
Deadline for Receipt of Written Questions	December 11, 2024
Response to Written Questions, On or About	December 18, 2024
Date and Time for Bid Submission	January 8, 2025, 1:00 p.m. CST
Date and Time for Bid Opening	January 8, 2025, 2:00 p.m. CST
Intent to Award Announced, On or About	January 24, 2025
Contract Start (Subject to State Approval)	July 1, 2025

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Ian Cunningham, Ian.Cunningham@dhs.arkansas.gov, 501-682-0120



 Vendor Signature

January 3, 2025

 Date

Benefit Coordinators of America, LLC D/B/A BenefitScape

 Company

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203

ADDENDUM 2

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 18, 2024
SUBJECT: 710-25-021 1095-B Processing

The following change(s) to the above referenced IFB have been made as designated below:

- Change of specification(s)
- Additional specification(s)
- Change of bid opening date and time
- Cancellation of bid
- Other


OTHER

- Official Bid Price Sheet – remove and replace with the Revised Official Bid Price Sheet.

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Ian Cunningham, Ian.Cunningham@dhs.arkansas.gov, 501-682-0120

Vendor Signature



January 3, 2025
Date

Benefit Coordinators of America, LLC D/B/A BenefitScape
Company

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203

ADDENDUM 3

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 30, 2024
SUBJECT: 710-25-021 1095-B Processing

The following change(s) to the above referenced IFB have been made as designated below:

- Change of specification(s)
- Additional specification(s)
- Change of bid opening date and time
- Cancellation of bid
- Other

OTHER

- Attachment E - Remove and replace with the following:
Attachment E – Services Contract SRV-1 Fillable Form

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Ian Cunningham, ian.cunningham@dhs.arkansas.gov, 501-682-0120



Vendor Signature

January 3, 2025

Date

Benefit Coordinators of America, LLC D/B/A BenefitScape
Company

BenefitScape®

34 Main Street Natick MA 01760

Kim Phillips CEO

January 6, 2025

Department of Human Services
Division of Medical Services
Office of procurement
700 Main Street Slot W345
Little Rock AR 72201

Subject: Commitment to Provide Bond for Bid Number 710-25-021 – 1095-B Processing

To Whom It May Concern

This letter serves as formal confirmation that **BenefitScape** is committed to and engaged in providing a bond amounting to 100% of the final one-year contract value in favor of the **State of Arkansas** through the Department of Human Services, Division of Medical Services, in compliance with the requirements of **Bid Number 710-25-021 – 1095-B Processing**.

We are currently finalizing an agreement with **Travelers Insurance Inc.** an admitted carrier to provide a collateralized bond in favor of the Department of Human Services, Division of Medical Services. The collateral arrangement will include cash and/or a letter of credit totaling **\$1,646,400**. The bond is presently underwritten and will be issued upon notification of the bid award to BenefitScape.

The terms of the bond will ensure that it is fully enforceable and aligns with the requirements of the Department, including the provision for release arrangements contingent upon acceptance and final payment of billings submitted by BenefitScape.

We are confident in our financial capacity and the progress of the underwriting process, ensuring that the required bond will be issued promptly to fulfill the obligations outlined in the Invitation for Bid (IFB).

Should you have any questions or require further documentation, please do not hesitate to contact us directly at kim.phillips@benefitscape.com.

We appreciate the opportunity to participate in this important project and look forward to supporting the Department of Human Services, Division of Medical Services.

Sincerely,



Kim Phillips
CEO