



**Glenn Hegar**  
Comptroller of Public Accounts

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## 720-1803 Student Health Insurance (UTSHIP), Special Events Accident Insurance and Athletic Accident

**Open Date:** 11/06/17 02:30 PM

**Agency Requisition Number:** 720-1803

**NOTE:** You will need to download all of the following files for specifications and other required document, including a HUB subcontracting plan(if required).

Help: Right Click to and choose "save file as" or "save target as" to your computer.

- Package 1** size: 564208 (in bytes) Type: Specification Format: (ASCII Plain Text)
- Package 2** size: 102649 (in bytes) Type: Additional Specification(s) Format: (ASCII Plain Text)
- Package 3** size: 23816 (in bytes) Type: Additional Specification(s) Format: Excel for Windows 97
- Package 4** size: 286539 (in bytes) Type: Additional Specification(s) Format: Acrobat PDF Files
- Package 5** size: 960581 (in bytes) Type: Additional Specification(s) Format: Acrobat PDF Files

**Agency:** UNIVERSITY OF TEXAS SYSTEM (720)

**Open Date:** 11/06/17 02:30 PM

**Agency Requisition Number:** 720-1803

**Previous Price Paid:** N/A

**Solicitation type:** 21 Days or more for solicitation notice

**NIGP Commodity Code(s):**

Class-Item: 953 - 52

Class-Item: 958 - 61

Class-Item: 958 - 69

**Contact Information:**

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## REQUEST FOR PROPOSAL

**RFP No. 720-1803 Student Health Insurance (UTSHIP), Special Events Accident Insurance and Athletic Accident Insurance Brokerage Services**

**Proposal Submittal Deadline: Tuesday, November 7th, 2017 at 2:30 PM CST**

The University of Texas System  
Office of Employee Benefits

Prepared By:  
Darya Vienne  
The University of Texas System  
210 West 7th Street  
Austin, Texas 78701-2982  
dvienne@utsystem.edu  
October 16<sup>th</sup>, 2017

REQUEST FOR PROPOSAL

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## SECTION 1

### INTRODUCTION

#### 1.1 Description of The University of Texas System

For more than 130 years, The University of Texas System (“**UT System**” and “**University**”) has been committed to improving the lives of Texans and people all over the world through education, research and health care.

The UT System is one of the nation’s largest systems of higher education with budgeted expenses for Fiscal Year (FY) 2018 at \$18.3 billion and with 14 institutions that educate more than 217,000 students and provide patient care at UT-owned and affiliated hospitals and clinics that account for more than 6.78 million outpatient visits and 1.38 million hospital days annually. Each year, UT institutions award more than one-third of all undergraduate degrees in Texas and almost two-thirds of all health professional degrees. With more than 20,000 faculty – including Nobel laureates – and more than 70,000 health care professionals, researchers, student advisors, and support staff, the UT System is one of the largest employers in the state.

The UT System ranks third in the nation in patent applications, and because of the high caliber of scientific research conducted at UT institutions, the UT System is ranked No. 1 in Texas and third in the nation in federal research expenditures. In addition, the UT System is home to three (3) of the nation’s National Cancer Institute Cancer Centers – UT MD Anderson, UT Southwestern and UT Health Science Center-San Antonio – which must meet rigorous criteria for world-class programs in cancer research.

Chancellor William H. McRaven’s ambitious vision for the UT System includes eight “Quantum Leaps,” that address many of the most significant challenges of our time, including building the nation’s next generation of leaders through core education in leadership and ethics; leading a brain health revolution by accelerating discoveries and treatments for neurological diseases; elevating higher education’s role in national security; driving unprecedented levels of collaboration between higher and K-12 education; and increasing student access and success.

Other numerous transformational initiatives implemented over the past several years have cemented UT as a national leader in higher education, including the expansion of educational opportunities in South Texas with the opening of The University of Texas Rio Grande Valley in the fall of 2015. And UT is the only system of higher education in the nation establishing not one (1), but two (2) new medical schools in 2016 at The University of Texas at Austin and UT Rio Grande Valley.

University of Texas institutions are setting the standard for excellence in higher education and will continue do so thanks to our generous donors and the leadership of the Chancellor, the Board of Regents and UT presidents.

#### 1.2 Background and Special Circumstances

UT System’s Office of Employee Benefits (“**OEB**”) is seeking a qualified agent / broker to provide competitive quotes and administration services for student health insurance including evacuation / repatriation, special events accident insurance and sports injury insurance for all 14 UT System Institutions in accordance with the terms, conditions and requirements set forth in this Request for Proposal. The Student Health Insurance Plan is intended to be fully insured and administered solely by the contracting carrier. However, at some point in the future, OEB may choose to move this plan to a self-funded program still to be administered by the contracting carrier (“**Contractor**”). The Student Health Insurance Plan is not affiliated with the Uniform Group Insurance Program

that is administered for the benefit of UT System Institutions' employees on behalf of the System by the Office of Employee Benefits.

OEB is considered a "Covered Entity" under Title 2 of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, 1996. As such, OEB must comply with all provisions of HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH), 45 CFR §§ 160 and 164 (hereinafter collectively, "HIPAA") regarding all privacy and security measures relevant to the operations of the programs within OEB when operating in a capacity subject to HIPAA. Additionally, any person or entity who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access to protected health information are considered business associates under HIPAA. OEB requires appropriate Business Associate Agreements with such vendors.

### **1.3 Objective of Request for Proposal**

The University of Texas System is soliciting proposals in response to this Request for Proposal No.720-1803 (this "**RFP**"), from qualified vendors to provide insurance brokerage and administration services (the "**Services**") more specifically described in **Section 5** of this RFP.

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“CST”) on Tuesday, November 7th, 2017 (the “**Submittal Deadline**”).

#### 2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

**Darya Vienne**  
**Email: [dvienne@utsystem.edu](mailto:dvienne@utsystem.edu)**

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered to (i) University Contact, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP). *University Contact must receive all questions or concerns no later than 2:30 p.m. CST on Thursday, October 26th, 2017.* University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

#### 2.3 Criteria for Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

##### 2.3.1 Threshold Criteria Not Scored

- A. Ability of University to comply with laws regarding Historically Underutilized Businesses; and
- B. Ability of University to comply with laws regarding purchases from persons with disabilities.

##### 2.3.2 Scored Criteria

- A. Cost (25%);
- B. Vendor Experience (40%);
- C. Privacy and Security (8%);
- D. Data Security and Handling (3%);

- E. System Operations (2%);
- F. Continuity of Operations (1%);
- G. Governance (1%);
- H. Personnel (1%);
- I. Identity and Access Management (1%);
- J. Approach to Project Services (9%);
- K. Billing Arrangements (9%);

## 2.4 Key Events Schedule

Issuance of RFP	October 16 <sup>th</sup> , 2017
Pre-Proposal Conference (ref. <b>Section 2.6</b> of this RFP)	10 a.m. CST, October 25 <sup>th</sup> , 2017
Deadline for Questions / Concerns (ref. <b>Section 2.2</b> of this RFP)	2:30 p.m. CST on Thursday, October 26 <sup>th</sup> , 2017
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	2:30 p.m. CST on Tuesday, November 7 <sup>th</sup> , 2017

## 2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](#), and has determined that subcontracting opportunities are probable under this RFP.

- 2.5.3 A HUB Subcontracting Plan (“HSP”) is a required as part of, *but submitted separately from*, Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).*

Questions regarding the HSP may be directed to:

Contact: Kyle Hayes  
HUB Coordinator  
Phone: 512-322-3745  
Email: [khayes@utsystem.edu](mailto:khayes@utsystem.edu)

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a new HSP, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University HUB Program Office approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

- 2.5.4 Proposer must submit, **via email**, one (1) HSP in PDF format to University on Tuesday, November 7th, 2017 at 2:30 PM CST (ref. **Section 3.2** of this RFP.) to the email address below:

**HSP Submittal Email:** [utadminHSP@utsystem.edu](mailto:utadminHSP@utsystem.edu)

Proposer must include the following information in the email submission:

**Subject Line:** RFP 720-1803, Student Health Insurance (UTSHIP), Special Events Accident Insurance and Athletic Accident Insurance Brokerage Services, Proposal due date: **Tuesday, November 7th, 2017 at 2:30 PM CST**, HUB Subcontracting Plan.

**Body:** Proposer company name and the name and contact information of the person who prepared the HSP.

Proposer must visit <https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms> to download the most appropriate HUB Subcontracting Plan (HSP) / **Exhibit H** form for use with this Request for Proposal. Proposer shall select, from the four (4) Options available, the Option that is most applicable to Proposer’s subcontracting intentions. These forms are in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat/ Reader* to utilize the fillable function. If Proposer has any questions regarding which Option to use, Proposer shall contact the HUB Coordinator listed in 2.5.3.

Proposer must complete the HSP, then print, sign and scan *all pages* of the HSP Option selected **to the submittal email address noted above**. NOTE: signatures must be “wet” signatures. Digital signatures are not acceptable.

Any proposal submitted in response to this RFP that does not have a corresponding HSP meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will send an email confirmation to each Proposer upon receipt of the Proposer's HSP. Each Proposer's HSP will be evaluated for completeness and compliance prior to opening the proposal to confirm Proposer compliance with HSP rules and standards. Proposer's failure to submit one (1) completed and signed HUB Subcontracting Plan to the email address noted above may result in University's rejection of the proposal as non-responsive due to material failure to comply with advertised specifications; such a proposal may be returned to the Proposer unopened (ref. **Section 1.5 of Appendix One** to this RFP). **Note:** The requirement that Proposer provide one (1) completed and signed pdf of the HSP under this **Section 2.5.4** is separate from and does not affect Proposer's obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.

**If Proposer's submitted HSP refers to specific page(s) / Sections(s) of Proposer's proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees, Proposer must submit copies of those pages with the HSP sent to the HSP Submittal email address noted above.** Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

## 2.6 Pre-Proposal Conference

University will hold a pre-proposal conference at:

**10 a.m., Central Time on Wednesday, October 25th, 2017**

Prospective Proposers are invited to call-in:

**Conference call-in number: 1(877) 226-9790**

**Passcode: 5994443**

The pre-proposal conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

- A. Proposer must submit a total of three (3) complete and identical copies of its *entire* proposal. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

***University does not consider electronic signatures to be valid therefore the original signature must be a "wet signature."***

- B. One (1) complete electronic copy of its entire proposal in a single .pdf file on USB Flash Drive. USB Flash Drive must include a protective cover and be labeled with Proposer's name and RFP number.

In addition, Proposer must submit one (1) complete electronic copy of the proposal in a single .pdf file on separate USB Flash Drive on which all proposed pricing information, provided in response to **Section 6**, has been removed.

#### 3.2 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of Texas System Administration  
210 West 7th Street  
Austin, Texas 78701-2982  
**Attn: Darya Vienne**

**NOTE: Show the Request for Proposal number and submittal date in the lower left-hand corner of sealed bid envelope (box / container).**

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a 3-ring binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

#### 3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred and twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

#### 3.4 Terms and Conditions

- 3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to

supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);
- 3.4.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);
- 3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

### **3.5 Submittal Checklist**

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)
- 3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)
- 3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP).
- 3.5.7 Responses to questions and requests for information in **APPENDICES FOUR, FIVE, SIX** and **SEVEN**.

## SECTION 4

### GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit redlined **APPENDIX TWO** as part of its proposal in accordance with **Section 5.2.1** of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

## SECTION 5

### SPECIFICATIONS AND ADDITIONAL QUESTIONS

#### 5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor.**”

**Contract Term:** University intends to enter into an Agreement with the Contractor to perform the Services for an initial three (3) year base term, with the option to renew for three (3) additional one (1) year renewal periods, upon mutual written agreement of both parties.

**Approval by the Board of Regents:** No Agreement resulting from this RFP will be effective for amounts exceeding one million dollars (\$1,000,000) until approved by the Board of Regents of The University of Texas System.

**Disclosure of Existing Agreement:** University has an existing insurance brokerage services agreement with Academic Health Plans, which is scheduled to expire August 31<sup>st</sup>, 2018.

#### 5.2 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer’s proposal:

- 5.2.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must redline APPENDIX TWO and include **APPENDIX TWO** as part of its Proposal. If Proposer agrees with terms or conditions set forth in the **APPENDIX TWO**, Proposer will submit a written statement acknowledging it.
- 5.2.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (“TEC”), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX THREE**. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the [TEC website](#). **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***
- 5.2.3 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX FOUR, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. NOTE THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

5.2.4 In its proposal, Proposer must respond to each item listed in **APPENDIX FIVE, Electronic and Information Resources (EIR) Environment Specifications**. **APPENDIX FIVE** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX FIVE** will be incorporated into the Agreement and will be binding on Contractor.

5.2.3 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Security Characteristics and Functionality of Contractor's Information Resources**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Contractor.

### 5.3 Alternative Funding Options

UT System has not determined which financial option, *fully insured versus self-funded*, best fits UT System as a whole. However, UT System seeks and will weigh heavily the counsel of Contractor in determining the most efficient and cost effective approach for the student population moving forward (ref. **Section 1.2** of this RFP).

Proposer must have the capacity to provide the following:

- Ensure market competitive offerings;
- Achieve the best value for enrolled students and dependents;
- Present effective overall program management and administration services;
- Offer excellent customer service to enrolled students, dependents and Campus Administrators;
- Provide quality account management to enrolled students, dependents, campus administrators and UT System staff with professional, timely, and flexible resolution of issues. Contractor's account manager and assigned clinical resource lead are to be expected to be proactive, innovative, and consultative in their approach; and
- Effectively evaluate the cost of risk associated with the Plan.

### 5.4 Scope of Work

UT System Office of Employee Benefits is seeking a qualified agent / broker and administrator ("**Contractor**") to provide competitive quotes for student health insurance including evacuation / repatriation, special events accident insurance and sports injury insurance as well as full administration of these programs. Contractor will also provide a fully-funded dental and fully-funded vision plan on a voluntary basis to students and dependents. Contractor must propose competitive insurance arrangements offering the maximum benefit to UT System and the participating students and dependents in terms of (1) total overall cost and (2) project management expertise.

A. Contractor will provide the following services:

1. Act as an advocate on behalf of UT System.
2. Assist UT System in identifying the best options for UTSHIP.

3. Administer the programs for UT System in the best interest of UT System, UT System Institutions, and UT System Students.
4. Provide customer service to students, UT System Institutions' staff and UT System staff during regular business hours.
5. Notify UT System of any proposed changes to key personnel who will be providing services under the Agreement resulting from this RFP with UT System.
6. Notify UT System of any pending or actual material changes to Contractor's business or insurer's business with whom contractor is insuring UT System (examples: changes in financial status or changes in organization structure at local or corporate offices).
7. Identify necessary information to develop market submissions and assist UT System with collection and presentation of data.
8. Assemble and format pertinent data into quarterly reports.
9. Communicate with and secure all data required by insurance carrier, institutions, and students.
10. As requested, solicit quotes and negotiate insurance coverage terms and conditions and / or alternative arrangements including terms, services, and premiums from markets with input from UT System.
11. Present complete proposal package to include quotes and declinations, coverage options, specimen policy form(s), and broker commission received to UT System in a detailed manner.
12. Work proactively to identify emerging trends, and provide actionable information to UT System.
13. Confirm policies issued to conform to UT System specifications, federal and state laws.
14. Provide insurance binders, certificates, and policies when requested.
15. Request, implement, monitor and verify coverage changes requested by UT System.
16. Provide claims advocacy services, including but not limited to working with insurance carriers, and applicable federal and state agencies.
17. When requested by UT System, communicate information to insurance carriers, report claims to carrier or administrator and / or monitor claims activity.
18. Organize and attend meetings as requested by UT System and / or UT System Institutions.
19. Develop a comprehensive action plan for placement, design and marketing of new or renewal business including a timeline identifying major milestones, and necessary data needed to produce complete proposal packages.
20. As part of complete proposal package, create coverage comparisons requested to facilitate University review of current and proposed coverage options.

21. Prior to sending marketing submissions to UT System Institutions, provide a draft of the submission to UT System for review and approval.
22. Provide claim reports when requested.
23. Notify UT System of any new or pending legislation or regulations which could impact UT System insurance premiums or coverage. Assist UT System with analysis and implementation of legislative and regulatory requirements.
24. When requested by UT System, provide benchmarking and best practice information.
25. Payment for premiums may be paid for by UT System, UT System Institutions, and / or students.
26. Other services required in order to achieve new business or renewal objectives.

## **B. Additional Requirements**

### **1. Requirements for Student Accident, Athletic Accident and Health Insurance**

- a) Plan Design for UTSHIP.** For the purpose of pricing the quote, Proposer should assume the benefit structure of the current system wide student health insurance program will apply to the new program with the following enhancements (see below). However, the final schedule of benefits may remain the same or change for the program depending on costs for each of these enhancements. The benefit summaries for the current UT SHIP can be found in at the following link: <https://myahpcare.com/wp-content/uploads/2016/12/2017-18-UT-System-Brochure-r3-.pdf>

Plan Design for UT SHIP Enhancements to be considered:

1. Add medical benefit, i.e. office visit, for acne (currently only medications are covered);
2. Add coverage for generic topical prescription medications for acne;
3. Reduce deductible from \$500 to \$350;
4. Reduce Urgent Care copay from \$75 to \$35;
5. Multi-site testing for Sexually Transmitted Infections;
6. Nutrition Classes / Group Nutrition Appointments;
7. Nutritional Counseling / Dietary counseling and surveillance;
8. Medical Nutrition Therapy for: Polycystic Ovary Syndrome (“**PCOS**”), abnormal glucose, impaired glucose tolerance, diabetes mellitus, dietary calcium deficiency, obesity, abnormal weight loss, elevated blood pressure with or without diagnosis of hypertension, acid reflux, Irritable Bowel Syndrome (“**IBS**”), Crohns / Colitis, cholecystitis;
9. Continued coverage for long acting reversible contraception;
10. Include a wide variety of oral contraceptives for zero copay including monophasic one-month packs and low dose oral contraceptives;
11. Contractor should not track the number of milligrams / pills a patient receives for Valacyclovir / Valtrex;
12. Allow patients to pick-up three (3) months’ supply of medications at a time if patient is enrolled through the future three (3) months.

- b) **Plan Design for Special Events Accident Insurance and Athletic Accident Insurance.** For the purpose of pricing the quote, Proposer should assume the benefit structure of the current insurance programs will apply to the new programs. However, the final schedule of benefits may remain the same or change for the programs. Contractor will bill UT System quarterly for each of these insurance plans. Payments for both of these plans will be made by UT System and UT System will bill the UT Institutions. The benefit summaries for the programs can be found at the following link <https://myahpcare.com/wp-content/uploads/2016/12/17-18-UT-Special-Events-Brochure.pdf>. and in **APPENDIX NINE**.

A document describing the rates, deductibles, limits and benefits (“**Plan Document**”) must be ready for distribution on March 1 of each year. The actual effective date of coverage will vary based on institutional requirements but no sooner than June 1 of each year.

Beginning on or before the first Tuesday in December 2017, and for each year thereafter a contract created by or issued under this RFP is in effect, Contractor may be requested to provide UT System with at least three (3) competitive quotes meeting the student accident, athletic accident and illness insurance requirements as specified by UT System and as described herein. The rates quoted must be in accordance with the estimated quote provided by Contractor in the response to this RFP, but may be increased up to 10% based on claims history or a verifiable shift in the insurance market.

UT System shall have the right to reject any or all of quotes provided by Contractor. However, in the event that one of the quotes is acceptable, UT System shall notify Contractor on or before the first day of February. The selected insurance company shall make available student accident, athletic accident and health insurance to all UT System institutions requiring such insurance.

Contractor or carrier must perform the duties of reviewing insurance policies submitted by international students requesting a waiver to determine equivalency and compliance with university rules.

## 2. Enrollment

Enrollment of students in the plan is at the option of the student, except for certain students enrolled at System health science centers and certain international students. Such students are required to enroll unless they can provide proof of comparable coverage. Enrollment of visiting scholars and fellows in the coverage is optional. Enrollment of any dependent is optional. The effective date of coverage for students is the later of the first day of class or the date premium is received. The plan must provide an option that allows international students to enroll at least one (1) month prior to the first day of class.

## 3. Coverage Model

UT System and its Institutions endeavor to make low cost, high quality health insurance coverage available to its students and their eligible dependents on a fully-insured basis. Students at Academic Institutions (with the exception of certain international students holding non-immigrant visas) are not required, but are encouraged, to have comprehensive health insurance coverage. [Texas Education Code Section 51.952](#) authorizes UT System to require all students at medical and dental units to have health insurance or coverage. Federal regulations and Regents’ Policy require certain international students holding non-immigrant visas and living in the United States to

maintain approved comprehensive health insurance or coverage while enrolled at UT System institutions. Coverage for international students must include repatriation and medical evacuation sufficient to meet the requirements of [22 CFR § 62.14](#). The decision to elect to participate in the coverage offered by UT System to fulfill UT System's requirements for student coverage by enrolling in UT System sponsored health insurance program is made by the student. However, institutional policies may require students required by law and / or policy to have comprehensive health coverage and those who fail to provide proof of comparable coverage from another source may be enrolled in the UT System plan as a default. Neither UT System nor its institutions fund any portion of the premium for students who elect to participate in the program. **Accordingly, UT System requests proposals from brokers to contract with carriers licensed by the Texas Department of Insurance to offer insurance under a policy or certificate that can be issued to a college, school or other institution of learning covering students and to continue to make fully insured group health insurance available to its students and their eligible dependents on a voluntary basis. The proposal must provide uniform benefits to all eligible participants and the premium rates will not vary from institution to institution.**

Proposer's proposal must also include coverage to conform with Texas Department of Insurance requirements, for non-student visiting scholars and postdoctoral fellows at UT System institutions at the same level of benefits and the same premium as the coverage offered to students.

Proposer's proposal must also include a rider to provide accident coverage for special student events and a rider to provide athletic accident coverage for UT institutions.

#### 4. Eligibility Requirements

- a) Health Institution Students (Hard Waiver) - It is a requirement that all Health Science Center and medical students are automatically enrolled in the Student Health Insurance Plan at registration unless proof of comparable coverage is furnished.
- b) International Students (Mandatory) - All international students holding non-immigrant visas are eligible and are required to purchase this Student Health Insurance Plan in order to complete registration, except for those students who certify in writing that comparable coverage is in effect under another plan as approved by The University of Texas (UT) System Board of Regents. The Board of Regents has authorized the assessment of a health insurance fee to each such international student who cannot provide evidence of continuing coverage under another approved plan. This fee will be the amount of the premium approved for the UT System Student Health Insurance Plan. Required Student Health Insurance coverage for international students includes repatriation and Medical Evacuation benefits.
- c) All Other Students (Voluntary) - All other fee paying students at an institution of the UT System who are taking credit hours, graduate students working on research / dissertation or thesis, post doctorate students, scholars, fellows and visiting scholars are eligible to enroll in this Student Health Insurance Plan.

A student must remain enrolled and paying fees through the census date, unless he or she withdraws from school due to an injury or sickness and the absence is an approved medical leave. Contractor maintains its right to investigate student status and attendance records to verify that the eligibility requirements have been met. If Contractor discovers the eligibility requirements have not been met, its only obligation is refund of premium.

- d) Enroll Eligible Dependents - Eligible students who enroll may also insure their Dependents. Dependent enrollment must take place at the initial time of student enrollment; exceptions to this rule are made for newborn or adopted children, or for dependents who become eligible for coverage as the result of a qualifying event. (See **Section 5.4.B.5 - Qualifying Events**) "Dependent" means an Insured's lawful spouse; or an Insured's child, stepchild, foster child, dependent grandchild or spouse's dependent grandchild; or a child who is adopted by the Insured or placed for adoption with the Insured, or for whom the Insured is a party in a suit for the adoption of the child; or a child whom the Insured is required to insure under a medical support order issued or enforceable by the courts. Any such child must be under age 26.

Coverage will continue for a child who is 26 or more years old, chiefly supported by the Insured and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Contractor within thirty-one (31) days after the date the child ceases to qualify as a dependent, under this policy, for the reasons listed above. During the next two (2) years, Contractor may, from time to time, require proof of the continuation of such condition and dependence. After that, Contractor may require proof no more than once a year. Dependent coverage is available only if the student is also insured. Dependent coverage must take place within the exact same coverage period as the Insured's; therefore, it will expire concurrently with the Insured's policy.

A newborn child will automatically be covered for the first 31 days following the child's birth. To extend coverage for a newborn child past the 31-day period, the covered student must: 1) Enroll the child within 31 days of birth, and 2) Pay any required additional premium.

## 5. Qualifying Events

Eligible students and dependents who have a change in status and lose coverage under another health care plan are eligible to enroll for coverage under the policy, provided, within 31 days of the qualifying event. A change in status due to a qualifying event includes but is not limited to:

- Birth or adoption of a child;
- Loss of a spouse, whether by death, divorce, annulment or legal separation;
- If student or / and dependents are no longer covered on a family member's policy because they turned 26 years old.

Students can pay a prorated monthly rate to enroll after the enrollment period due to a qualified event if enrollment is done within thirty-one (31) days of the qualified event. The effective date will be the later of the following: the date the student and eligible dependent enrolls for coverage under the Policy and pays the required premium, or the day after the prior coverage ends.

## 6. Coverage Periods

The plan must offer the following coverage periods for students:

- Annual Enrollment for the Academic Year (Consecutive enrollment for both fall and spring semesters);
- Semester Enrollment (Enrollment for either fall semester or spring semester);
- Spring and Summer Enrollment (Consecutive enrollment for both spring and summer semesters);

- Summer Enrollment (Enrollment for summer-only semester);
- Gap Coverage (to cover gaps for a period of 1-31 days).

Eligibility for enrollment ends when the individual ceases to engage in the activity for which UT System Institution granted visiting scholar or fellow status or UT System no longer recognizes the individual as having visiting scholar or fellow status, whichever occurs first.

#### 7. Extension with Insurance

Health benefits must be extended for a maximum of ninety (90) days after termination of the insurance if a covered student or dependent is hospitalized on the date the insurance terminates. This extension must apply only to expenses due to the sickness and injury which caused the disability and only if such sickness or injury was diagnosed or treated prior to termination of the insurance.

#### 8. Conversion to Individual Insurance Policy and Medical Leave Policy

Proposer's proposal must include a conversion privilege for individuals previously covered under the plan but no longer eligible for student coverage. The benefits and provisions of the individual policy may differ from those of the student health plan and premiums will be underwritten independently of the student plan premiums.

Proposer's proposal must include a medical leave policy for non-voluntary students to stay enrolled in UTSHIP if on qualified medical leave. Domestic (Voluntary) students do not qualify for medical leave. Medical leave is only available for students enrolled in hard waiver programs such as international students or students at the health sciences campuses. A voluntary student may keep the insurance for the semester which they purchased coverage for initially but may not purchase additional coverage for the medical leave. In order to qualify for medical leave, a student must withdraw from classes due to a condition which occurs while covered by the student health insurance plan. Students must provide documentation from their doctor as well as the documented approval from their university. Students may remain on the coverage and purchase up to one additional semester following the semester for which the medical leave occurs. Once that semester is over, the students may purchase Continuation coverage.

#### 9. Enrollment Periods

The open enrollment periods during which students may apply for coverage for themselves, and / or their spouse and / or dependents, is as follows:

##### School Year 2018-2019

- Fall: From 06/01/2018 through 10/01/2018
- Spring: From 11/01/2019 through 02/28/2019
- Summer: From 04/01/2019 through 06/15/2019

##### School Year 2019-2020

- Fall: from 06/01/2019 through 10/01/2019
- Spring: from 11/01/2019 through 02/28/2020
- Summer: from 04/01/2020 through 06/15/2020

##### School Year 2020-2021

- Fall: from 06/01/2020 through 10/01/2020
- Spring: from 11/01/2020 through 02/28/2021
- Summer: from 04/01/2021 through 06/15/2021

Note: Voluntary Students and / or Dependents - Students and / or dependents enrolling during the Open Enrollment Period, prior to the effective date of the plan, will be effective on the 1st day of the selected coverage period. Enrollment after the effective date of the selected coverage period, during the Open Enrollment Period, will be effective the day Contractor receives the premium.

#### 10. Enrollment after the Applicable Enrollment Period

Eligible students will not be allowed to enroll in the plan after the applicable enrollment period unless:

- Financial aid is late arriving;
- Proof is furnished that the eligible student became ineligible for coverage under another group insurance plan during the thirty (30) days immediately preceding the date of the request for late enrollment.

In such cases, the cost must be the same as it would have been at the beginning of that period, but the effective date will be the date the student enrolls and the required payment is received by the Company.

#### 11. Dependent Enrollment

Students who enroll for the student insurance plan may also enroll eligible dependents and make the required premium payment during the specified enrollment period or within thirty (30) calendar days after a new dependent is acquired.

Cost for the addition of dependents must be the same as it would be at the beginning of that period but the effective date must be the date of enrollment and payment of the required premium and will not be effective prior to that of the insured student or extend beyond that of the insured student.

The respondent is required to provide within five (5) days of successful enrollment in the plan, an insurance ID card which includes co-payment information and expiration date.

Enrollments Student Category	Category			
	Students	Spouse	Children	Grand Total
<b>International</b>	<b>14,748</b>	<b>82</b>	<b>96</b>	<b>14,926</b>
UT Arlington	4,410	12	19	4,441
UT Austin	2,822	30	37	2,889
UT Dallas	5,687	34	26	5,747
UT El Paso	269			269
UT Permian Basin	96		4	100
UT Rio Grande Valley	245	2	2	249
UT San Antonio	950	4	5	959
UT Tyler	269		3	272
<b>Medical Student</b>	<b>4,612</b>	<b>125</b>	<b>141</b>	<b>4,878</b>
UT Austin Dell Medical School	23	3	4	30
UT HSC Houston	1,097	34	46	1,177
UT HSC San Antonio	1,131	29	41	1,201
UT MD Anderson Cancer Center	123	4	6	133
UT Medical Branch Galveston	1,505	16	19	1,540
UT Rio Grande Valley School of Medicine	36	2		38
UT Southwestern Medical Center	697	37	25	759
<b>Voluntary</b>	<b>4,524</b>	<b>192</b>	<b>354</b>	<b>5,070</b>
UT Arlington	628	44	96	768
UT Austin	2,058	70	81	2,209
UT Dallas	635	40	58	733
UT El Paso	574	7	21	602
UT Permian Basin	74	2	11	87
UT Rio Grande Valley	55	1	11	67
UT San Antonio	361	13	38	412
UT Tyler	139	15	38	192
<b>Grand Total</b>	<b>23,884</b>	<b>399</b>	<b>591</b>	<b>24,874</b>

Table 1. Enrollment by Institution (as of Fall 2016)

## 12. Plan Website

Contractor must have a website that allows students and their dependents to enroll electronically. Contractor must provide a link to the UT System's student insurance Plan within Contractor's website and the link must include on-line enrollment capabilities, a link to the prescription formulary list, summary of benefits, a link to UT System's summary plan description and a link to the network listing.

Enrolled individuals as well as student insurance coordinators at the various UT System institutions will use the links.

## 13. Enrollment Materials

Contractor must provide printed enrollment materials, including schedule of benefits and primary care selection forms to be sent to each component institution by approximately May 1 of each year. Insurance cards may also be provided via the web. UT System Institutions will assist with the distribution of materials to students. The cost for preparation of such materials for the term of the Contract should be accounted for in the proposed administrative fees quoted by Proposers.

Contractor is required to submit proposed marketing and other informational materials in the specified format and according to deadlines set by UT System. UT System must approve all enrollment materials prior to their distribution or use. Enrollment materials must clarify that the plan is not administered by UT System.

## 14. Medical Services Offered to Students through Campus Student Health Centers

Proposer should be aware that some UT System institutions offer varying levels and types  
**RFP # 720-1803 Student Health Insurance (UTSHIP), Special Events Accident Insurance and  
Athletic Accident Insurance Brokerage Services**

of care to students through campus student health centers. Some of UT Systems' institutions have campus health centers which provide certain services free of charge to students, regardless of whether the student has health care coverage, pursuant to a fee imposed on all students. Such services cannot be billed through the UTSHIP. Some of these student centers also offer services to eligible dependents. Other UT System institutions do not have a student health center on campus. See **APPENDIX EIGHT** for a table describing services available through some Student Health Centers.

The following services may be offered at no charge to students at some UT System Institutions that have student health centers on campus:

- Health education, including nutritional counseling, alcohol and substance abuse counseling, wellness services, sexual health services;
- Acute general medical care (primary care, minor injury treatment), including physical examinations associated with an episode of care;
- Primary care services focused on women's health;
- Administration of immunizations and injections;
- Mental health services, including assessment and psychiatric consultation for at least two (2) visits.

15. Premium Tiers

Responses must include premium rates for each of the following levels. *DO NOT PROVIDE RATES IN THIS SECTION.* Use **Section 6.1** to provide the rates:

- Student only;
- Student plus spouse;
- Student plus eligible children;
- Student plus family;
- Premium rates for the repatriation and medical evacuation coverage option.

16. Prescription Benefits

Proposer must provide an outpatient prescription benefit manager and a network of retail pharmacies in close proximity to the dominant student housing areas in the cities noted in **Table 2** below. Should Contractor contract for outside prescription benefit management, the contracted entity must be identified. If UT System health institution or student health center operates a licensed pharmacy, that pharmacy must be included in the retail network. The Plan website must contain a link to any separate prescription benefit manager's site that describes the prescription benefits available under the plan and must include a link to the formulary list, if applicable.

THE UNIVERSITY OF TEXAS SYSTEM INSTITUTIONS	
Academic Institutions	Location in Texas
The University of Texas at Arlington (UTA)	Arlington
The University of Texas at Austin (U. T. Austin)	Austin
The University of Texas at Dallas (UTD)	Dallas
The University of Texas at El Paso (UTEP)	El Paso
The University of Texas of the Permian Basin (UTPB)	Odessa
The University of Texas at San Antonio (UTSA)	San Antonio
The University of Texas at Tyler (UTT)	Tyler
The University of Texas Rio Grande Valley (UTRGV)	Boca Chica, Brownsville, Edinburg, Harlingen,

	McAllen, Port Isabel, Rio Grande City, South Padre Island, and Weslaco
<b>Health Institutions</b>	<b>Location in Texas</b>
The University of Texas Southwestern Medical Center at Dallas (UTSWMC)	Dallas
The University of Texas Medical Branch at Galveston (UTMB)	Galveston
The University of Texas Health Science Center at Houston (UTHSC-H)	Houston
The University of Texas Health Science Center at San Antonio (UTHSC-SA)	San Antonio
The University of Texas M. D. Anderson Cancer Center (UTMDACC)	Houston
The University of Texas Health Science Center at Tyler (UTHSC-T)	Tyler

Table 2. UT System's eight academic and six health institutions, abbreviations, and the location(s) of each institution in Texas.

## 17. Termination

Termination of coverage for non-medical reasons will be on the last day of period for which premium was paid, except that coverage will extend to midnight of the day before the first day of class for the following semester. Dependent eligibility expires concurrently with that of the insured student.

## 5.5 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer's proposal:

### **Vendor Experience (40%)**

1. Provide references from three (3) of Proposer's higher education customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP.

Provide the following information for each customer:

- Customer name and address;
  - Contact name with email address and phone number;
  - Time period in which work was performed;
  - Short description of work performed.
2. Has Proposer worked with University institutions in the past five (5) years? If "yes," state University Institution name, department name, department contact, and provide a brief description of work performed.
  3. Provide a brief history and description of Proposer's firm. Include the size (number of employees and revenues) and areas of specialization. Provide the same information for the local office / region that would handle the UT System account.
  4. Provide the names, location, and biographies of each individual who would be assigned to work on UT System account. Include account executives, marketing personnel,

technical representatives and others. Explain who would have overall account responsibility and how would that person be selected.

5. Describe the special expertise Proposer's firm has in providing brokerage services in the area of student health, special events accident and athletic accident insurance in higher education. Explain what special expertise does Proposer possess related specifically to international students within the same general population
6. How Proposer's services differentiate Proposer's firm from competitors?

### **Privacy and Security (8%)**

7. In relation to the Solution and services provided Contractor may be a Covered Entity that is required to comply with all applicable provisions of the Health Insurance Portability and Accountability Act, codified at 42 USC § 1320d through d-8 (HIPAA), and any regulations, rules, and mandates pertaining to the HIPAA privacy and security rules, as well as with any applicable state medical privacy requirements. Contractor will also be required to comply with System Institutional Participant's privacy and applicable information technology security policies. If selected, the Contractor will be required to sign a Business Associate Agreement, as appropriate. Proposer must describe in detail its HIPAA privacy and security programs as well as its information security program.
8. Provide a detailed description of Proposer's HIPAA privacy and security compliance programs as these would apply to Student medical/health data. Include information on workforce training and monitoring. Describe all policies and practices implemented to ensure the privacy of all confidential information as including but not limited to protected health information as defined by the HIPAA privacy rule, or other confidential information about Institutional Participant's students. Include a link to Proposer's HIPAA policies and notice of privacy practices as well as a brief description of any HIPAA violations alleged against Proposer by consumers or the Department of Health and Human Services, including the outcomes.
9. Describe in detail Proposer's FERPA privacy and security programs as well as Proposer's information security program that would apply to students and their dependents health data. Include information on workforce training and monitoring. Describe all policies and practices implemented to ensure the privacy of all confidential information as defined in the Agreement, including but not limited to treatment records and information contained in education records under FERPA, or any other confidential information about Institutional Participant. Include a link to Proposer's FERPA policies, if applicable.

### **Data Security and Handling (3%)**

10. Patch Management. Describe the Proposer's process for security patch management, including roles and responsibilities, policy and procedure, frequency, testing plan and system maintenance.
11. Data Separation. Describe the Proposer's implementation strategy for: 1) Segregating UT System data from other customer information; 2) How the Proposer ensures different levels of protection mechanisms and security controls based on the University of Texas System Data Classification scheme; and 3) How the Proposer integrates updated or new security controls specified by the University of Texas System.

12. Data Disposition and Removal. Explain how the Proposer reliably deletes UT System data upon request or under the terms of the contractual agreement. Describe the evidence that is available after data has been successfully deleted.
13. Encryption in Transit. Explain how strong encryption using a robust algorithm with keys of required strength are used for encryption in transmission and in processing per requirements identified in NIST 800-53v4. Explain how cryptographic keys are managed, what protection mechanisms are in place, and who has access to the keys. Describe how strong data encryption is used for web sessions and other network communication including data entry, upload and downloads. Define how encryption in transmission is used to ensure data security between applications (whether cloud or on premise) and during session state.
14. Encryption for Data at Rest. Describe how strong data encryption is applied to all data at rest and in all storage locations.

### **System Operations (2%)**

15. Vulnerability Management. Explain the Proposer's strategy for vulnerability management including roles and responsibilities, policy and procedure, frequency, testing plan and system maintenance.
16. Virtual Machine (VM) Vulnerabilities. Define the mechanisms to protect VMs from attacks by: (1) other VMs on the same physical host, (2) the physical host itself, and (3) the network. Typical attack detection and prevention mechanisms include Virtual Firewalls, Virtual IDS/IPS, and network segmentation techniques.
17. Data Integrity (Integrity Controls). Describe the security integrity controls and techniques in place to ensure data integrity and protections from unauthorized data modification using the Plan Website.

### **Continuity of Operations (1%)**

18. Business Continuity and Disaster Recovery Plans (BCP/DR). Make available a copy of Proposer's business continuity plan and redundancy architecture and describe how UT System's availability goals are supported. Address the availability of Proposer's Plan Website and its capabilities for data backup and disaster recovery within the organization's contingency and continuity plan to ensure the recovery and restoration of disrupted cloud services and operations, using alternate services, equipment, and locations, if required. Describe the BCP/DR testing cycle, process, and resulting evidence.
19. Identify physical locations where data will be stored.
20. Data Recovery. Define: 1) Data backup and archiving plan including on or offsite storage; and (3) Data recovery plan to ensure objectives of the Business Continuity Plan are met including Recovery Point Objectives.

## **Governance (1%)**

21. Compliance. Provide evidence of compliance through third-party audits results and any certifications (e.g. HITRUST, ISO 27001) or audit statements (e.g., SAS 70) available. Describe Proposer's willingness to be subjected to external audits and security certifications.
22. Operating Policies. Define Evidence of service Proposer operating policies for: (2) Incident response and recovery procedures/practices, including forensic analysis capabilities; (3) Internal investigation processes with respect to illegal or inappropriate usage of IT resources, and (4) Policies for vetting of privileged users such as the Proposer's system and network administrators.
23. Data Regulations. Describe how the Proposer meets all federal and state statues and directives in which they must comply. Define the process and procedures the service Proposer invokes when UT System requests eDiscovery or data holds as required by federal or state data-related laws, regulations and investigations.

## **Personnel (1%)**

24. Administrator Staff and Separation of Duties. Require evidence that processes are in place to compartmentalize the job responsibilities of the Proposer's administrators from the responsibilities of other staff and different administrators.
25. Training. Provide documentation regarding HIPAA and Security Awareness training that meets industry standards (e.g. NIST 800-53v4, HIPAA Rules).
26. Malicious Insiders. Provide policy, procedures, and controls to demonstrate how Proposer protects against malicious insiders.
27. Acceptable Use Policies. Describe the service Proposer's process to ensure all personnel read and understand the Proposer's acceptable use policy, and negotiate an agreement.

## **Identity and Access Management (1%)**

28. Authentication. Provide a detailed description of how Identity and Access Management (IAM) is used for authentication in all areas and for all applications. Describe how Proposer's authentication mechanisms will integrate with UT System's mechanisms.
29. Access Controls. Describe in detail, how access controls are used to manage various types of users. including but not limited to: 1) Privileged users; 2) Administrators; 3) Standard users; 4) Non-UT System users; and 5) Service accounts.
30. IAM Management. Provide detailed information pertaining to the tools and methodologies used to manage identities, authorization, and access controls. Describe how the methodology of keeping these tools in sync and how they integrate with each other.

31. Visibility for UT System. Define how UT System will be provided visibility into the authentication and access control logs and reports showing other logging events as required per HIPAA Security and Privacy Rules.

### **Approach to Project Services (9%)**

32. Describe the process Proposer would employ to assist UT System in identifying new and emerging exposures.
33. Explain what processes does Proposer use in evaluating insurers.
34. Describe the processes in place and those planned for communicating with the client.
35. Describe how would Proposer encourage networking among Proposer's higher education students, campus contacts and UT System Staff.
36. Describe the process Proposer would employ to assist UT System Office of Employee Benefits enhance its operation as it relates to student health insurance exposures.
37. Describe the services Proposer could offer in the following areas:
- Claims investigation and management;
  - Verification of current health insurance as required by UT System rules;
  - Regulatory compliance;
  - Statistical analyses and reporting;
  - Drafting and administering specific waiver programs;
  - Social media applications and other modern communication programs.
38. Provide sample copies of materials to be used by Contractor in administering the UTSHIP benefits.

### **Billing Arrangements (9%)**

39. Under what conditions would Proposer's pricing methodologies and fees change from the price quoted in Section 6.1?
40. Should Proposer's master contract terminate, will Proposer agree to process run out claims for 120 days?
41. Describe what expenses are considered part of Proposer's ASO fee.
42. Does Proposer anticipate any other expense to University for developing and installing the USHIP contract?
43. UT System finds many students, primarily international students, do not understand our health care insurance system. We expect our agents/brokers to assist in the design and delivery of state-of-the-art student health insurance coupled with an education program to assure maximum benefit inures to the student. Indicate how you would approach this and present your ideas for enhancing the current program by responding to the following:
- a. Based on the information provided, what recommendations would you make to improve our existing insurance program?
  - b. Describe how you would design and deliver an education program to our students.

- c. Describe any other benefits and services that uniquely distinguish the capabilities of your firm.
- d. What approach would your firm take to ensure a timely renewal process?
- e. Describe any unique advantages which would enhance this process.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System

**RFP No.:** 720-1803 Student Health Insurance (UTSHIP), Special Events Accident Insurance and Athletic Accident Insurance Brokerage Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

**6.1 General Pricing Methodology for Procuring Insurance Policies and Administering UT System's Student Insurance Programs (25%)**

A. Describe Proposer's general pricing methodology for the fully funded program and services described in **Section 5.4**.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Describe Proposer's general pricing methodology if UT System were to move to a self-funded program.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.2 Discounts**

Describe all discounts that may be available to University, including, educational, federal, state and local discounts.

**6.3 Delivery Schedule of Events and Time Periods**

Indicate number of calendar days needed to commence the Services from the execution of the services agreement:

\_\_\_\_\_ Calendar Days

## 6.4 Payment Terms

University's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days / net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system ("ACH"). Proposer agrees to provide Proposer's banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer's banking information. Changes to Proposer's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX ONE**  
**PROPOSAL REQUIREMENTS**

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

#### 1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University's responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (**FAX**) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

#### 1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

#### 1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the "**Agreement**") attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

#### 1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4** of this RFP). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

#### **1.6 Proposer's Acceptance of RFP Terms**

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] Criteria for Selection (ref. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

#### **1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

#### **1.8 Proposal Requirements and General Instructions**

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

## 1.9 Preparation and Submittal Instructions

### 1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

### 1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

### 1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

### 1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

### 1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

### 1.9.6 Submission

*Proposer should submit all proposal materials as instructed in **Section 3** of this RFP. RFP No. (ref. **Title Page** of this RFP) and Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.*

Proposer must also submit two (2) copies of the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.5** of this RFP.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5** of this RFP. University will not accept proposals submitted by telephone or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

## SECTION 2

### EXECUTION OF OFFER

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
  - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
  - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.
  - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
  - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
  - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
  - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
  - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTling ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
  - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
  - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
  - 2.1.13 Pursuant to Chapter 2270, *Government Code*, Proposer certifies Proposer (a) does not currently boycott Israel; and (b) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
  - 2.1.14 Pursuant to Subchapter F, Chapter 2252, *Government Code*, Proposer certifies Proposer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever

is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of University, on the other hand, other than the relationships which have been previously disclosed to University in writing.
  - Proposer has not been an employee of any member institution of University within the immediate twelve (12) months prior to the Submittal Deadline.
  - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
  - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
  - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
  - Proposer has disclosed any personnel who are related to any current or former employees of University.
  - Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

**213 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_

If Proposer is a Corporation, then Proposer's Corporate Charter Number: \_\_\_\_\_

RFP No.: 720-1803 Student Health Insurance (UTSHIP), Special Events Accident Insurance and Athletic Accident Insurance Brokerage Services

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER [§552.021](#) AND [552.023](#), *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER [§559.004](#), *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

**Submitted and Certified By:**

\_\_\_\_\_  
(Proposer Institution's Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name / Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Proposer's Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

\_\_\_\_\_  
(Email Address)

SECTION 3

**PROPOSER'S GENERAL QUESTIONNAIRE**

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer will explain the reason when responding N / A or N / R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

\_\_\_\_\_

Address of principal place of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of office that would be providing service under the Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

Name of Parent Corporation, if any \_\_\_\_\_

**NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and / or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

### 3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
- 3.2.3.1 Identification of tasks to be performed;
  - 3.2.3.2 Time frames to perform the identified tasks;
  - 3.2.3.3 Project management methodology;
  - 3.2.3.4 Implementation strategy; and
  - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

### 3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

### 3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

### 3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

### 3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System

**Ref.:** Student Health Insurance (UTSHIP), Special Events Accident Insurance and Athletic Accident Insurance Brokerage Services

**RFP No.:** 720-1803

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

**Note: If there was only one (1) Addendum, initial just the first blank after No. 1, not all five (5) blanks below.**

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX TWO**  
**SAMPLE AGREEMENT**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

**APPENDIX THREE**

**CERTIFICATE OF INTERESTED PARTIES  
(Texas Ethics Commission Form 1295)**

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Contractor must use the Texas Ethics Commission electronic filing web page (at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.			
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
<b>3</b> Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>			
<b>6 AFFIDAVIT</b> I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

## APPENDIX FOUR

### ACCESS BY INDIVIDUALS WITH DISABILITIES

Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#), and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Government Code](#).) To the extent Contractor becomes aware that EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or (2) replace EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement.

## APPENDIX FIVE

### ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

The specifications, representations, warranties and agreements set forth in Proposer's responses to this **APPENDIX FIVE** will be incorporated into the Agreement.

#### Basic Specifications

1. If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
  - A. Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
  - B. Operating System and Version:
  - C. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
  - D. Application Server:
  - E. Database:
  - F. Other Requirements: Are any other hardware or software components required?
  - G. Assumptions: List any assumptions made as part of the identification of these environment requirements.
  - H. Storage: What are the space/storage requirements of this implementation?
  - I. Users: What is the maximum number of users this configuration will support?
  - J. Clustering: How does the EIR handle clustering over multiple servers?
  - K. Virtual Server Environment: Can the EIR be run in a virtual server environment?
2. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:
  - A. Describe the audit standards of the physical security of the facility; and
  - B. Indicate whether Proposer is willing to allow an audit by University or its representative.
3. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?
4. If the EIR requires special client software, what are the environment requirements for that client software?
5. Manpower Requirements: Who will operate and maintain the EIR? Will additional University full time employees (FTEs) be required? Will special training on the EIR be required by Proposer's technical staff? What is the estimated cost of required training.
6. Upgrades and Patches: Describe Proposer's strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer's typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

#### Security

1. Has the EIR been tested for application security vulnerabilities? For example, has the EIR been evaluated against the Open Web Application Security Project (**OWASP**) Top 10 list that includes flaws like cross site scripting and SQL injection? If so, please provide the scan results and specify the tool used. University will not take final delivery of the EIR if University determines there are serious vulnerabilities within the EIR.
2. Which party, Proposer or University, will be responsible for maintaining critical EIR application security updates?
3. If the EIR is hosted, indicate whether Proposer's will permit University to conduct a penetration test on University's instance of the EIR.
4. If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be encrypted at rest and in transmittal?

### Integration

1. Is the EIR authentication Security Assertion Markup Language (**SAML**) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?
2. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University's standard logging and monitoring tools, RSA's Envision?
4. Does the EIR have an application programming interface (**API**) that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?
5. Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University's modifications be protected in future upgrades?
6. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University.

### Accessibility Information

Proposer must provide the following, as required by [1 TAC §213.38\(b\)](#):

1. Accessibility information for the electronic and information resources (**EIR**)<sup>1</sup> products or services proposed by Proposer, where applicable, through one of the following methods:
  - (A) URL to completed Voluntary Product Accessibility Templates (**VPATs**)<sup>2</sup> or equivalent reporting templates;
  - (B) accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or
  - (C) URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and
2. Credible evidence of Proposer's capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

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<sup>1</sup> Electronic and information resources are defined in [§2054.451, Government Code](#) and [1 TAC §213.1 \(6\)](#).

<sup>2</sup> Voluntary Product Accessibility Templates are defined in [1 TAC §213.1 \(19\)](#). For further information, see this [VPAT document](#) provided by the Information Technology Industry Council.

## APPENDIX SIX

### SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES

The specifications, representations, warranties and agreements set forth in Proposer's responses to this **APPENDIX SIX** will be incorporated into the Agreement.

**"Information Resources"** means any and all computer printouts, online display devices, mass storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting Data including, but not limited to, mainframes, servers, Network Infrastructure, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines, printers and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and Data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

**"University Records"** means records or record systems that Proposer (1) creates, (2) receives from or on behalf of University, or (3) has access, and which may contain confidential information (including credit card information, social security numbers, and private health information (**PHI**) subject to Health Insurance Portability and Accountability Act (**HIPAA**) of 1996 (Public Law 104-191), or education records subject to the Family Educational Rights and Privacy Act (**FERPA**).

#### General Protection of University Records

1. Describe the security features incorporated into Information Resources to be provided or used by Proposer pursuant to this RFP.
2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.
3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

*Complete the following additional questions if the Information Resources will be hosted by Proposer:*

4. Describe the monitoring procedures and tools used for monitoring the integrity and availability of all products interacting with Information Resources, including procedures and tools used to, detect security incidents and to ensure timely remediation.
5. Describe the physical access controls used to limit access to Proposer's data center and network components.
6. What procedures and best practices does Proposer follow to harden all systems that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed?
7. What technical security measures does the Proposer take to detect and prevent unintentional, accidental and intentional corruption or loss of University Records?
8. Will the Proposer agree to a vulnerability scan by University of the web portal application that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.
9. Describe processes Proposer will use to provide University assurance that the web portal and all systems that would hold or process University Records can provide adequate security of University Records.
10. Does Proposer have a data backup and recovery plan supported by policies and procedures, in place for Information Resources? If yes, briefly describe the plan, including scope and frequency of backups, and how often the plan is updated. If no, describe what alternative methodology Proposer uses to ensure the restoration and availability of University Records.
11. Does Proposer encrypt backups of University Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?
12. Describe the security features incorporated into Information Resources to safeguard University Records containing confidential information.

*Complete the following additional question if Information Resources will create, receive, or access University Records containing PHI subject to HIPAA:*

13. Does Proposer monitor the safeguards required by the HIPAA Security Rule (45 C.F.R. § 164 subpts. A, E (2002)) and Proposer's own information security practices, to ensure continued compliance? If yes, provide a copy of or link to the Proposer's HIPAA Privacy & Security policies and describe the Proposer's monitoring activities and the frequency of those activities with regard to PHI.

### **Access Control**

1. How will users gain access (i.e., log in) to Information Resources?
2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.
3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department)? If yes, describe how Information Resources provide for multiple security levels of access.
4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide that capability. If no, describe what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.
5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.
6. Describe Proposer's password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting University Records to ensure need-to-know-based access?
8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?
9. Describe Proposer's password policy including password strength, password generation procedures, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

### **Use of Data**

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process University Records, or from which University Records may be accessed, to ensure that University Records will not be accessed or used in an unauthorized manner?
2. What safeguards does Proposer have in place to segregate University Records from system data and other customer data and/or as applicable, to separate specific University data, such as HIPAA and FERPA protected data, from University Records that are not subject to such protection, to prevent accidental and unauthorized access to University Records ?
3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of University Records?
4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of University Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render University Records unrecoverable and prevent accidental and unauthorized access to University Records? Describe the degree to which sanitizing and disposal processes addresses University data that may be contained within backup systems. If University data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up University data.

### **Data Transmission**

1. Do Information Resources encrypt all University Records in transit and at rest? If yes, describe how Information Resources provide that security. If no, what alternative methods are used to safeguard University Records in transit and at rest?

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

2. How does data flow between University and Information Resources? If connecting via a private circuit, describe what security features are incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way Proposer will safeguard University Records.
3. Do Information Resources secure data transmission between University and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect University Records in transit?

#### **Notification of Security Incidents**

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

1. Describe Proposer's procedures to isolate or disable all systems that interact with Information Resources in the event a security breach is identified, including any systems that would hold or process University Records, or from which University Records may be accessed.
2. What procedures, methodology, and timetables does Proposer have in place to detect information security breaches and notify University and other customers? Include Proposer's definition of security breach.
3. Describe the procedures and methodology Proposer has in place to detect information security breaches, including unauthorized access by Proposer's and subcontractor's own employees and agents and provide required notifications in a manner that meets the requirements of the state breach notification law.

#### **Compliance with Applicable Legal & Regulatory Requirements**

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

1. Describe the procedures and methodology Proposer has in place to retain, preserve, backup, delete, and search data in a manner that meets the requirements of state and federal electronic discovery rules, including how and in what format University Records are kept and what tools are available to University to access University Records.
2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process University Records, or from which University Records may be accessed) that interact with Information Resources reside within the United States of America. If no such controls, describe Proposer's processes for ensuring that data is protected in compliance with all applicable US federal and state requirements, including export control.
3. List and describe any regulatory or legal actions taken against Proposer for security or privacy violations or security breaches or incidents, including the final outcome.

**APPENDIX SEVEN**  
**INFORMATION SECURITY THIRD-PARTY ASSESSMENT SURVEY**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

**APPENDIX EIGHT**  
**FY 2016 SHC SUMMARY OF SERVICES**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

