REQUEST FOR PROPOSAL

RFP No. 720-2507
Third Party Administration of UT SELECT Medical Plan and UT CARE Medicare Advantage Plan

Proposal Submittal Deadline: Monday, January 6, 2025 at 2:30 PM CST

The University of Texas System
Office of Employee Benefits

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SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

The University of Texas System has enhanced the lives of Texans and individuals worldwide through its commitment to education, research and health care for 140 years. With 14 institutions collectively enrolling over 255,000 students, the UT System stands as one of the largest public university systems in the United States. In September 2023, Stephen F. Austin State University officially became the eighth academic institution in the UT System.

The UT System has an operating budget of $29.1 billion for fiscal year 2024 and employs more than 116,000 faculty, health care professionals, support staff and student workers.

UT institutions annually produce over 66,000 graduates and award more than one-third of the undergraduate degrees in Texas and award over 60% of the state's medical degrees. The combined efforts of UT-owned and affiliated hospitals and clinics resulted in over 10.7 million outpatient visits and more than 2 million hospital days last year. In July 2023, the UT Tyler School of Medicine became the seventh medical school in the UT System and the first in Northeast Texas.

With five UT institutions designated as a top-tier research university in the Carnegie Classification of Institutions of Higher Education, The UT System's $3.8 billion research enterprise is one of the nation's most innovative and ranks No. 1 in Texas and No. 2 in the nation for federal research expenditures. UT researchers are on the front lines of advancing treatments and therapies for deadly and debilitating diseases, devise solutions to global problems, address critically important social issues and improve the human condition in Texas and around the world.

UT institutions rank No. 3 in the United States and No. 4 worldwide for U.S. patents granted in 2022, the sixth consecutive year UT institutions earned a top-five global ranking for most patents granted from the National Academy of Inventors (NAI).

1.2 Background and Special Circumstances

UT System's Office of Employee Benefits ("**OEB**") is seeking competitive quotes for Third Party Administrator services for System's self-funded UT SELECT PPO Medical (**UT SELECT**) plan and administrative services for the fully-insured UT CARE Medicare Advantage (**UT CARE**) plan which are offered as part of UT System's Uniform Group Insurance Program for eligible employees, retirees, and dependents of the fourteen (14) UT System Institutions and System Administration. For the self-funded UT SELECT Medical plan, the proposal responses should be reviewed with two separate plan design options: the existing UT SELECT PPO model, and a Physician Directed Care model incorporating a primary care physician (**PCP**). Services for the plans must be provided in accordance with the terms, conditions, and requirements set forth in this Request for Proposal.

Because one (1) Proposer will be selected as the Contractor to administer both the UT SELECT Medical and the UT CARE Medicare Advantage plans being offered, this RFP features separate Scopes of Work (**SOW**) and separate Interrogatories for each. The intention is to maintain the richness of the current plan designs in both plans with a structure of benefits like what is currently being offered under each plan.

The University of Texas System reserves the right to determine which of the two (2) UT SELECT plan designs best meets System's needs. Additional adjustments to benefits may be discussed during implementation as well. Feedback is encouraged regarding unique plan designs for the UT SELECT and the UT CARE plans, with network management strategies and customer service models that the Proposer believes would enhance plan operations or member experience.

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 Proposers.

As a governmental entity, the System is not subject to the provisions of the Employee Retirement and Income Security Act (**ERISA**).

Pursuant to Chapter 1601 of the Texas Insurance Code (**Code**), System is exempt from many of the provisions of the Code and regulations promulgated by the Texas Department of Insurance (**TDI**). However, nothing in any agreement between the System and Contractor shall be construed to require or permit any action that is prohibited by, or in conflict with, an applicable provision of the Code or an applicable TDI rule or regulation.

The UT SELECT plan is financed on a self-funded basis. The UT CARE Medicare Advantage plan is fully-insured.

NOTICE TO PROSPECTIVE PROPOSERS: The 87th Texas Legislature has created a new requirement under the Department of Information Resources (DIR) relating to any vendor who stores or maintains state/higher education data on cloud computing services. Effective 1/1/2022 any vendor/entity that contracts with *and* who uses cloud computing services must complete this TX-RAMP certification program through the State of Texas DIR. Be aware that by responding to this solicitation, if applicable, Proposers will be required to obtain additional certifications in order to contract for services. The TX-RAMP certification program is managed and operated by DIR. For more information about this certification program, including where to find the listing of those vendors already approved, please visit: https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp.

1.3 Objective of Request for Proposal

The University of Texas System (**University** or **UT SYSTEM**) is soliciting proposals from qualified vendors to perform work (**Work**) for the following:

1. Third Party Administration (**TPA**) services (the "**Services**") for UT System's self-funded UT SELECT Medical Plan (**UT SELECT**).
2. Plan administrator for the fully-insured Medicare Advantage plan known as **UT CARE**.

The services for both medical plans are more specifically described in the Scopes of Work (SOW) in **Section 5.4.1** (for UT SELECT) and **Section 5.4.2** (for UT CARE). Additional questions pertaining to each SOW are in **Sections 5.5** and **5.6**, respectively.

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by §61.003, *Education Code*) to use the group purchasing procurement method (ref. §§51.9335, 73.115, and 74.008, *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System, which is comprised of fourteen institutions described at http://www.utsystem.edu/institutions. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals until 2:30 p.m., Central Standard Time (**CST**) on Monday, January 6, 2025 (**Submittal Deadline**).

NOTE: A public opening of responses will not be conducted for this RFP.

2.2 University Contact Person

Interested parties will direct questions regarding this RFP via Bonfire portal.

University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before ***December 4, 2024*** *(****Question Deadline****), or (ii) if questions relate to Historically Underutilized Businesses, in accordance with* ***Section 2.5****.*

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

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. **Contractor** means the successful Proposer under this RFP.

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

2.3.1.1 Ability of University to comply with laws regarding Historically Underutilized Businesses; and

2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

The intent of University is to award a contract to the vendor whose proposal is considered to be the best value to the State. The services, UTSELECT and UTCARE, will be individually scored against the criteria in the following table.

	Best Value Criteria	RFP Specific Criteria	Weight
1	Cost of goods and services	Financial Requirements and Pricing	60%
2	Total long-term cost to the University of acquiring the Proposer's goods or services		
3	Reputation of the Proposer and of the Proposer's goods or services	Vendor Experience	5%
4	Proposer's past relationship with the University		
5	Quality of the Proposer's goods or services	Operational Requirements	5%
6	Extent to which the goods or services meet the University's needs	Benefit and Network Administration	15%
7	Any other relevant factors that a private business entity would consider in selecting a vendor	Customer Service and Account Management	5%
		Technical and Data Exchange	5%
		Deviations	5%

When considering 'best value' and award, the University reserves the right to set a minimum score requirement regarding the non-cost criteria listed in the table above.

2.4 Key Events Schedule

Date RFP Issued	November 21, 2024
Question Deadline (ref. **Section 2.2**)	December 4, 2024
Submittal Deadline (ref. **Section 2.1**)	2:30 p.m. CST on Monday, January 6, 2025

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 (**HUBs**) 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 Work, 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 Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP**. Furthermore, any subcontracting of Work by the 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 Title 34, *Texas Administrative Code*, Section 20.285, and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP. The HUB subcontracting participation goal for this RFP is **26% of the expected value of the Proposer's entire proposal.**

2.5.3 A HUB Subcontracting Plan (**HSP**) is ***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,* whether HUB certified or not, and whether self-performing or planning to subcontract*, 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

Proposer will not be permitted to change its HSP after the deadline submittal date 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.

Instructions on Completing an HSP

Proposer must visit https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms/hub-plan-templates-commodities-services-procurement to download the most current HUB Subcontracting Plan (HSP) / Exhibit H form for use with this RFP. Proposer will find on the HUB Forms webpage a link to "Guide to Selecting the Appropriate HSP Option". **Click on this link and read the Guide first before selecting an HSP Option.** Proposer shall select from the **five (5) 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. **Each Option is accompanied by an HSP Completion Guide**. If Proposer has any questions regarding which Option to use, *Proposer shall contact the HUB Coordinator listed in Section 2.5.3.*

Proposer must complete the HSP, then print, sign (electronic signatures are acceptable) and scan *all pages* of the HSP Option selected, with additional support documentation*****, ***and submit via Bonfire portal*** **no later than the proposal submittal deadline date and time.**

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 Bonfire portal*** will result in University's rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

***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 Bonfire Portal**. **In addition, all *solicitation emails* to potential subcontractors must be included as backup documentation to the Proposer's HSP to demonstrate Good Faith Effort.** Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

2.5.4 University may offer Proposer an opportunity to seek **informal review of its draft HSP** by University's HUB Office before the Submittal Deadline. If University extends this offer, **details will be provided at the Pre-Proposal Conference** (ref. **Section 2.6**) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer's draft HSP by University will *not* constitute formal approval of the HSP and will *not* eliminate the need for Proposer to submit its final HSP to University as instructed by **Section 2.5.**

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**) via University Bonfire portal.

3.2 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.

3.3 Terms and Conditions

3.3.1 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**), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5**). 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:

3.3.1.1. Specifications and Additional Questions (ref. **Section 5**);

3.3.1.2. Agreement (ref. **Section 4** and **APPENDIX TWO**);

3.3.1.3. Proposal Requirements (ref. **APPENDIX ONE**);

3.3.1.4. Notice to Proposers (ref. **Section 2**).

3.4 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:

3.4.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.4.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6 and APPENDIX SIXTEEN A & B**)

3.4.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.4.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)

3.4.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5.5** and **5.6**)

3.4.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** and **APPENDIX THREE**).

3.4.7 Signed and Completed CISO Attestation (ref. **Section 7**) and other applicable documents (ref. **APPENDIX SIX, SEVEN, EIGHT and FOUR**)

3.4.8 Completed Network Response Form (ref. **APPENDIX TWELVE**)**.**

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 must submit a redlined version of **APPENDIX TWO** and a detailed list of reasons for all of Proposers exceptions as part of its proposal in accordance with **Section 5.3.1**. 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. By submitting its proposal, Proposer understands and agrees that it will not submit or require any additional exceptions or redlines to the attached Agreement that are not set forth in its proposal. For example, Proposer agrees that it will not submit or require any additional exceptions or redlines to the attached Agreement in the event that the University selects Proposer as the Contractor (ref. **Section 5.1**). University reserves the right to not accept any such additional exceptions or redlines submitted or required by a Proposer that are not included within the Proposer's proposal.

Additionally, Proposer must submit as part of its Proposal all terms and conditions that it proposes to include in any contract or agreement resulting from this RFP (such as software license terms and conditions) in accordance with **Section 5.3.1** of this RFP. Proposer bears all risk and responsibility for its failure to include such terms and conditions in its Proposal. The University will not be bound by or required to accept or agree to any terms and conditions that a Proposer includes (or fails to include) in its Proposal.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

Minimum requirements and specifications for Work, 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**, **Contractor** means the successful Proposer.

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 one (1) additional three (3) year renewal periods, upon mutual written agreement of both parties.

Disclosure of Existing Agreement: University has an existing agreement with Blue Cross Blue Shield of Texas, which is scheduled to expire August 31, 2025.

5.2 Minimum Requirements

UT System is conducting this RFP process to obtain the desired high-quality services at the best possible economic value. Therefore, UT System requires that Proposer be able to effectively administer a network, benefit design, and overall program which meets or exceeds the requirements presented in this RFP. To be eligible for consideration, Proposer must:

5.2.1 Have a net worth of at least $500 million, as demonstrated by an audited financial statement as of the close of Proposer's most recent fiscal year. To affirm financial capability, Proposer must submit all documentation as requested in the related additional questions included with this RFP.

5.2.2 Have the ability to administer the UT SELECT plan to a population of approximately 300,000 individuals (ref. **Section 5.5, Question 5**).

5.2.3 Permit UT Systems' independent auditor to view the actual pharmaceutical manufacturer's rebate contract and verify the proper billing and receipt of rebate dollars (ref. **Section 5.5, Question 50**).

5.2.4 List University of Texas physicians and facilities in Proposer's network (ref. **Section 5.5, Question 83, 141** and **Section 5.6, Question 57, 92**).

5.2.5 Provide UT the right to negotiate in good faith any account structure requirements that need change or improvement to meet the financial needs of the plan (ref. **Section 5.5, Question 167** and **Section 5.6, Question 114**).

5.3 Additional Submittals Specific to this RFP

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

5.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must submit a redlined version of **APPENDIX TWO** and a detailed list of reasons for the exceptions 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.

5.3.2 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 FIVE**. *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* at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.**

5.3.3 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 THREE, 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: A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION. PROPOSER IS REQUIRED TO SUBMIT COMPLETED VPAT (VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE) WITH PROPOSAL. VPAT document to complete is located at the following website: https://www.itic.org/dotAsset/47d8492f-a78a-46b8-b41a-fd656d773c5a.doc.

5.3.4 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Electronic and Information Resources (EIR) Environment Specifications**. **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.

5.3.5 In its proposal, Proposer must respond to each item listed in **APPENDIX FOUR,** Higher Education Vendor Assessment Tool (HECVAT).

5.3.6 In its proposal, Proposer must respond to each item listed in **APPENDIX SEVEN, INFORMATION SECURITY REQUIREMENTS AND QUESTIONS**. **APPENDIX SEVEN** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX SEVEN** will be incorporated into the Agreement and will be binding on Contractor.

5.3.7 In its proposal, Proposer must respond to each item listed in **APPENDIX EIGHT,** HIPAA Security Questionnaire.

5.4 Scope of Work

Contractor will provide and administer the following services to University:

5.4.1 UT SELECT Medical Plan

System offers the UT SELECT Medical plan for benefits-eligible employees, non-Medicare primary retirees, and dependents. UT SELECT is based on a tiered benefit structure: in-area/network, in-area/non-network, out-of-state/network, and out-of-state/non-network.

The Texas network service area, referred to as "in-area," covers the entire State. Contractor warrants and represents that it will provide and maintain a network that offers broad access and minimal disruption, as compared to the current network,

to all Participants in all Texas counties throughout the Contract Term. Contractor will provide, or otherwise make available, an international provider network for non-U.S. based Contractor.

Contractor shall be required to submit a data file of current providers as specified elsewhere in this document to reflect Contractor's ability to meet the stated requirements.

As of August 31, 2024, the enrollment for each Plan is listed below. System makes no guarantees on the minimum number of Subscribers that may choose to enroll in the Plans during FY 2026 and subsequent years.

Plan	Participants
UT Select In-Area	226,070
UT Select Out-of-Area	2,299
Total	228,369

UT SELECT benefits are presented in **APPENDIX EIGHTEEN**. While it is the intention of OEB to use the benefit design presented in **APPENDIX EIGHTEEN**, modifications may be required subsequent to Contract award, and will be administered by the Contractor.

OEB intends for UT SELECT benefits, coverages, limitations and exclusions to be consistent with and administered in substantially the same manner as those currently in effect. Unless otherwise specified herein, Contractor shall provide the coverages, benefits, limitations and exclusions described in the current plan (ref. **APPENDIX EIGHTEEN**).

Contractor must clearly indicate in their responses their capacity to support a population of participants numbering approximately 300,000 individual lives. Contractor's responses must also include pricing based upon two distinct plan designs: 1. the existing self-funded UT SELECT PPO model, and 2. a self-funded UT SELECT physician directed care model incorporating a primary care physician. There are details and questions that are applicable only to one plan or the other. Please respond accordingly.

Administration of the plan must comply with all applicable state and federal statutes, rules, regulations, and System policies including the Privacy and Security requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and the Age Discrimination in Employment Act (ADEA), and all amendments thereto. Security of PHI is of highest concern to System. Contractor must be prepared to provide evidence of full compliance with HIPAA and System data protection policies and show that these standards are fully integrated within their systems at every level.

A. Operational Requirements

1. General Administration & Services

Contractor must administer the plan in a manner consistent with all applicable laws and regulations, as well as with the requirements set forth by System in this RFP. Contractor must provide all services associated with the administration of the plan and may recover the cost of compliance with the requirements associated with general administration and services only by making provision for such cost in **APPENDIX SIXTEEN A**.

Contractor must provide general administrative support including the drafting of communications which educate members and elevate the perception of the plan. Written materials must also be available for leaders and staff who support the plan. Contractor needs to have the ability to offer legal and technical assistance as necessary, quality assurance, and general as well as specific reporting as required for the operation of the self-funded UT SELECT Medical plan.

2. Cost Containment

   a) Contractor must have comprehensive cost containment programs in place that includes the following elements at minimum:

      1) Pre-Authorization;
      2) Fraud detection;
      3) Emerging therapies;
      4) Wellness and condition management;
      5) Coverage management;
      6) Utilization management; and
      7) Coordination of benefits.

   b) Contractor must comply with all applicable state and federal laws, regulations and protocols, including ADA guidelines for all communication materials, websites, and must comply with all System policies, which may be updated as necessary.

   c) Contractor must not include a “binding arbitration” requirement for complaints in its response. No such provision shall be utilized with regard to System participants.

   d) Contractor must have the ability to effectively administer clinical programs in line with those currently in place. For those services which might be available now or in the future through a relationship with outside strategic benefits partners such as virtual health care visits, diabetes, virtual physical therapy, fertility, surgical centers of excellence, independent navigation, etc. Contractor must be able to define:

      1) Measures of success that are not based solely on participant feedback;
      2) Performance criteria and guidelines;
      3) Guaranteed savings to the plan;

4) Clear expectations for costs to the member (a nominal copayment is acceptable in most cases) as well as fees to the plan; and
5) Performance 834s.

Contractor must also work with OEB to add additional strategic benefits partners as necessary to address future condition management needs as well as wellness platform administration supporting the plan and wellness initiatives. The platform must have capabilities to support a health risk assessment, data integration and reporting capabilities, and provide portal administrative services with options for technical support.

e) Contractor must provide subrogation services, as appropriate, including:

1) Investigating claims to determine potential third-party liability;
2) Contacting participants to obtain information related to third-party liability;
3) Initiating demands and filing liens to protect the plan's interests;
4) Initiating or intervening in litigation when necessary; and
5) Employing or retaining legal counsel for such purposes.

f) Contractor is responsible for costs associated with subrogation activities and any associated litigation. Provision for such costs should be made by Contractor when determining their proposed Administrative Fee (ref. **APPENDIX SIXTEEN A** of this RFP).

g) Contractor must make available to System any data System determines to be necessary to comply with Medicare Part A and B requirements or for any similar or related purpose.

h) Contractor may use program information to profile patients only for the purposes of offering, implementing, and administering its educational program providing information for condition management and services through the Contractor or strategic business partners; for assessing patterns of care and measuring outcomes; and for providing opportunity analysis related to potential interventions as well as adherence analysis. Only non-personally identifiable participant information may be used by Contractor to administer, evaluate, and improve its educational program for disease management and other care management programs. If Contractor uses artificial intelligence to support or execute any of the above referenced areas of services, such information must be shared and discussed with System.

i) The cost of processing coordination of benefit claims for participants who have other coverage to which the plan is secondary should be included in **APPENDIX SIXTEEN A**.

3. Performance Monitoring

System expects Contractor to proactively identify and address variances from targeted performance standards. Quarterly administrative

performance reporting will be required. A template for the required format of the quarterly Administrative Performance Report is included as an **APPENDIX FIFTEEN** to this RFP. Performance report must be provided by the deadline agreed upon during the contracting process and in the format prescribed by System or Contractor will be subject to a financial penalty, payable quarterly. Late payments to System are subject to the value of the penalty times medical CPI. Additionally, System may request customized reports on an ad hoc basis. Such reports must be provided in a timely manner at no additional cost to System.

As part of the contracting process, specific performance standards with meaningful financial penalties must be established. At a minimum, the following areas must be addressed:

a) Customer Service Standards:

    1) Call handling;
    2) Written inquiries;
    3) Complaints;
    4) Member surveys.

b) Minimizing call center and website outages.

c) Timeliness:

    1) ID Card Delivery;
    2) Annual Enrollment materials and plan guide content;
    3) Required reporting and datasets, including claims, vendor self-bill, eligibility, administrative performance, and emergency update processing.

d) Accuracy:

    1) Plan design implementation;
    2) Claims adjudication;
    3) Claims accuracy according to plan certificate specifications, regardless of unusual or special network arrangements, including unique FDA approvals or exceptions that were not disclosed to System prior to contract implementation.

e) Provider Network

    1) Access

f) Processing of paper claims

g) Contractor must agree to pay financial penalties as negotiated during the contracting process if the associated performance standards are not met. Review and application of performance criteria will be based on data at the end of each quarter, not on annual accounting. Financial

penalties not paid in a timely manner as established during contracting will be subject to an additional penalty fee based on the length of the delay and the total original penalty amount owed times medical CPI at the time of payment. Additionally, Contractor should be aware that compliance with performance requirements will be a key consideration during any future contract renegotiations and the repeated failure to meet performance standards may result in early termination of the contract.

System contracts with an independent auditing firm that will conduct annual audits of Contractor on behalf of System to determine compliance with these and other standards. Contractor must agree to this annual audit, generally conducted during the first quarter of each calendar year for the preceding plan year.

System staff or System's consulting actuary may, from time to time, request that Contractor provide additional information specific to the medical plan. Contractor must cooperate with and act in good faith in working with the consulting actuary and must be prepared to respond to these requests promptly.

System contracts with a third-party post-payment audit vendor. From time to time, System will require source documentation, historical information and/or information pertaining to provider contracts, settlements and amounts owed to the plan for services paid in error and identified during the post payment audit.

Contractor must accumulate utilization, cost, and claims payment statistics and develop reports for the plan as is typically done in the course of plan administration, but no less frequently than on a monthly basis. Contractor must provide copies of such reports upon request by System along with results of any audits conducted in connection with the reports.

B. Benefit & Network Administration

1. Provider Network

Contractor must have a provider network with a sufficient number of family care physicians, specialty physicians and hospitals to serve UT SELECT participants. The requirement of sufficiency applies to both the current UT SELECT PPO plan and to the possible option of the UT SELECT physician directed plan featuring a primary care physician.

a) In satisfying sufficiency of providers and access to care, Contractor should also be capable of implementing plan design features such as:

1) Centers of Excellence (COE) for certain surgeries and services, including treatment for cancer. This may involve the need to negotiate bundled case rates, acknowledging plan design can vary;
2) Specific Mental Health Solutions lowering costs while making more mental health services available to participants.
3) All health care providers included in the proposed network must have signed contracts in place on or before July 1, 2025.
4) Provider accessibility and appointment waiting time. With the robust plan design of UT SELECT whether with the current PPO plan or the physician directed care plan with a PCP, the maximum acceptable waiting periods for physician appointments shall meet standards established by the TDI and accepted by UT. Contractor is responsible for complying with any revisions to these standards. Current standards are:

    i. Urgent care shall be provided within twenty-four (24) hours of contact by the Participant or a person acting on behalf of the Participant;
    ii. All other routine appointments shall be offered within three (3) weeks from the date the Participant or a person acting on behalf of the Participant contacts the physician or provider for an appointment and can involve the carrier's concierge service expanding the outreach to find a provider with an appropriate appointment timeframe; and
    iii. Preventive health services shall be offered to a child within two (2) months and to an adult within three (3) months from the date the Participant or a person acting on behalf of the Participant contacts the provider for an appointment.

5) Describe the process and the length of time to complete when a member needs a referral from a primary physician to a specialist.

b) System reserves the right to adjust the plan design for its self-funded UT SELECT plan, including but not limited to, implementing a plan design that utilizes a performance network which includes provider tiering and tiering of the benefit structure.

c) System reserves the right to convert UT SELECT PPO to UT SELECT Physician Directed Care Plan with PCP. The conversion, which would be undertaken in consultation with and assistance from the Contractor, would incorporate the following concepts:

    1) A PCP would direct and coordinate the health care for in-area Participants;

    2) To be eligible for network benefits, a Participant would be required to first consult a network PCP;

    3) All services, supplies and referrals would have to be authorized by the PCP except for certain services not requiring a referral such as:

        i. Participants would be allowed to self-refer to a network OB/GYN for all treatment that an OB/GYN may provide; and

ii. All Participants would be allowed to self-refer to a network optometrist/ophthalmologist for all eye exams and diagnostic services.

d) Participant's selection of a network PCP would be flexible, and a Participant would be allowed to prospectively change their designated PCP. In most cases, such change should be effective within twenty-four (24) hours.

e) It would be necessary for the network PCP panel to include family/general practitioners, internists, pediatricians, and obstetricians/gynecologists.

f) Network benefit administration would have the following characteristics:

1) All preauthorization and cost containment activities would be provider-initiated;

2) Except for required copayments, coinsurance, deductibles, and ineligible charges, network providers would not balance bill any; and

3) Participants would not be required to submit claim forms when care is rendered through a network provider.

4) Referrals not required when seeking specialty care at a UT owned facility, or provider.

2. Claims Administration

Contractor must process and administer all required claims incurred on or after September 1, 2025, and throughout the term of the Contract (ref. **Section 5.1**). Contractor shall have no responsibility under this Contract for the administration of claims incurred prior to September 1, 2025. However, following termination of the Contract for any reason, Contractor shall continue to be responsible for processing and paying claims incurred during the Contract Term.

General requirements for claims processing include the following:

a) Using System enrollment records, Contractor must create and maintain enrollment records for all participants to be relied on for the processing of claims and other administrative functions. In the event of a conflict between enrollment data stored at System and information on file with Contractor, System's information must be considered authoritative;

b) Contractor must review claims for eligibility based on covered dates of services. Any ineligible claims that are inadvertently paid by Contractor, including those identified through OEB eligibility audits, must be recaptured and returned to the OEB;

c) Deductibles for the plan will reset on September 1 of each plan year. Contractor agrees to work with prescription plan Pharmacy Benefit Manager (**PBM**) to coordinate and share out of pocket accumulator information.

d) Contractor must process claims submitted directly by participants, including claims for services obtained at non-network providers and Coordination of Benefits (COB) claims for which the plan pays secondary benefits. When UT SELECT is secondary, reimbursement should be in an amount not to exceed the cost the member paid and not to exceed the cost the plan would pay in the absence of another plan paying first.

e) Contractor must have a process to pay claims for eligible services received outside of the United States.

f) Contractor must process claims from state and federal government institutional programs on behalf of UT SELECT participants who also participate in such programs. Contractor must pay all such claims that meet plan design parameters, in accordance with the plan's edits and reject those that do not meet those parameters, including those that are submitted in the wrong format or are missing one or more data elements that are required by the plan design. Because of the potential for variations in timely filing requirements among the various state and federal government agencies, such claims should not be rejected solely because they do not meet the plan's timely filing requirements. In processing governmental program claims under these parameters, Contractor must reimburse the applicable state or federal government agency at the lesser of (1) the amount the agency actually paid, or (2) the negotiated network price, minus any applicable deductible, copayment, and coinsurance that the participant is responsible for under the plan design. The cost for this process shall be included in **APPENDIX SIXTEEN A**.

g) Each direct claim payment must include an Explanation of Benefits (EOB). Contractor must submit all claim forms and sample EOBs as an attachment to the Proposal for the System's review and approval;

h) Claims filed by participants must be processed within five (5) calendar days of submission to Contractor unless additional information or investigation is required;

i) Contractor must stipulate that network providers will cooperate with reasonable requests by plan participants to prepare and provide, without charge to participants, records pertaining to services and payment amounts;

j) Contractor must identify and investigate unusual or extraordinary charges to determine all relevant circumstances and report to System

its findings. Contractor must determine eligible claims, subject to the final authority of System.

k) Contractor must process and pay claims using its own funds before seeking reimbursement from System. The required methodology for requesting reimbursement is described within the Financial Requirements section (**Section 5.4.1 E**) of this RFP;

l) Contractor will take necessary steps to implement or enhance pre and post-payment audit systems to review complex and high-cost claims.

m) Upon discovery of post-payment errors, Contractor must take appropriate steps as necessary to recover the overpayment, including recoupment (offset) from participants or providers' subsequent claim payments;

n) Contractor will assume 100% liability for incorrect plan payments which result from policy or processing errors attributable to Contractor, but without impacting the member;

o) Contractor will refrain from initiating litigation to recover such overpayment unless authorized by System;

p) Contractor will provide System with detailed reports on a monthly basis that itemize the amounts of each overpayment and the reason for each; a listing of payees with outstanding overpayment recoveries due; an accounting of: (a) prior balances of recoveries due, (b) current month overpayments, (c) recoveries, (d) new balances and (e) percentage of overpayment dollars recovered; and an aging of receivables report for 30, 60, 90 and 91+ days; and,

q) Contractor will reimburse the plan for any claim paid on behalf of a former participant who was reported by System to Contractor as no longer being eligible for plan benefits at least two (2) full business days prior to the date of such services;

Contractor must maintain a complete and accurate claims reporting system and provide for the retention, maintenance, and storage of all payment records with provision for appropriate reporting to System. Contractor must maintain such records in accordance with applicable state and federal regulations and policies regarding retention of such records. Contractor shall make such records accessible and available to System for inspection and audit upon System's request. In the event Contractor is scheduled to destroy payment records, Contractor must contact System for approval prior to the destruction of the payment records. If System approves destruction, verification of the destroyed records may be required at System's direction.

Contractor must provide UT System with access to statistical information associated with the plan. The information to be made available must include current fiscal year information as well as the full twelve (12) months of the

preceding fiscal year. If specialized software or hardware is required to access plan reporting and analytics, Contractor must furnish the appropriate resources at no additional cost to UT System.

Contractor must identify a specific high-level contact who will be accessible directly to UT System for issues regarding claims administration.

Contractor must process claims requiring COB.

Contractor must transmit a monthly claims file as specified in this RFP using the ASC X12 standard layout (ANSI) for the file and records, including all required data fields as specified in an **APPENDIX NINE** to this RFP.

3. Claims Appeals Requirements

   Contractor shall provide an appeal process for adverse benefit Pricing determinations at no additional cost to the Participant, the UT SELECT, or System. The process shall follow all requirements to be compliant with state and federal rules and statutes regarding the review and appeal process. It should also contain a provision for a second level appeal process by SYSTEM if the initial determination and first level appeal at the carrier was to uphold the denial.

4. UT SELECT and Medicare Integration

   There are a small number of Medicare-eligible retired employees each year who return-to-work in a benefits-eligible capacity. Under federal rules, these working retirees' claims must be addressed to have the UT SELECT plan pay primary, and Medicare secondary (along with any Medicare-eligible dependents). Contractor is required to accommodate these mid-year changes based off changes made to the eligibility files submitted by System to Contractor.

5. Wellness / Condition Management

   System is committed to integrating wellness benefits within the medical plan and to assisting System and the institutions with the creation and ongoing enhancement of campus wellness programs. Contractor must demonstrate the ability to provide wellness-related services and targeted wellness initiatives as part of the overall administration of the medical plan. Experience with the effective application of Value-Based Benefit Design (VBBD) concepts and programs will be considered a differentiating factor in the area of wellness benefits.

   Contractor must promote, encourage and support wellness among participants and describe the specific wellness services and initiatives it intends to provide as part of its administration of the medical plan and how those services and initiatives will be integrated into System's existing "Living Well" program; a comprehensive health and wellness initiative currently available to all UT SELECT participants. If available, include options such

as a health risk assessment and the ability to provide an aggregate report for each institution, tobacco cessation, ability to offer an incentive program, second opinion services, telemedicine, gym discounts, patient navigators, health coaching, ability to provide aggregate reports on wellness metrics at the institution level, etc. In particular, information provided in the proposal should allow for the assessment of Contractor's willingness to collaborate directly with System and other contracted Contractors regarding wellness-related initiatives and services.

Contractor may recommend modifications to materials used in condition management educational programming when Contractor determines such adjustments to be in the best interests of participants who would potentially benefit from the proposed changes. Contractor must notify System and obtain consent as to any modification of the educational program prior to implementing a change or making revised information available to UT SELECT participants.

Contractor may use program information to profile patients only for the purposes of offering, implementing, and administering its support and educational program providing information for disease management purposes; for assessing patterns of care and measuring outcomes; and for providing opportunity analysis related to potential interventions as well as adherence analysis. Only non-personally identifiable participant information may be used by Contractor to administer, evaluate, and improve its support and educational program for disease management and other care management programs. Contractor must be willing to coordinate with System's pharmacy benefit manager and other Contractors to offer comprehensive and seamless education and support to the UT SELECT participant.

Of primary importance will be collaboration with the administrator of the UT SELECT prescription drug plan with regard to conditions and medical issues that may be identified through member access to Prescription Drug Plan (PDP) benefits. For example, the ability to transfer members directly from UT SELECT Medical customer service representatives to other condition management and wellness Contractors, including the PDP administrator, when appropriate, is strongly preferred as a basic wellness initiative versus merely advising members to contact their prescription insurance carrier.

Additionally, each System institution offers an Employee Assistance Program (EAP) that provides counseling services to employees, retirees and their dependents on numerous topics. In the event that Contractor provides information to participants about services available within the overall UT Benefits program and the Living Well program, whether through direct customer service interactions, UT SELECT Medical communications materials, or System-specific medical plan website, reference to the institution-based EAP programs is requested.

Contractor must be able to fulfill data requests to assess and analyze health needs and measure wellness outcomes. These reports must be provided

ad hoc and annually. These reports should assess patterns of care, health outcomes, any savings or cost avoidance, opportunity analysis related to potential interventions, and adherence analysis.

6. Network Management

   Contractor must provide all network management services specified in this RFP, including but not limited to the following:

   a) Contractor must have one account team member as a direct contact for provider relations which OEB can use for network matters, specifically as they pertain to UT providers and facilities. The person should also be accessible to address other network matters outside of UT's cone of interest, and should have a broad knowledge of the Texas network, legislative matters and general political awareness working with a state program;

   b) Initial and ongoing recruitment, credentialing, and contracting with a sufficient number of qualified and duly licensed Health Care Providers, as defined herein, in good standing with the state of Texas, to provide the full range of covered benefits and services in the network service areas;

   c) Ongoing management of network providers in accordance with applicable laws, regulations, credentialing criteria, and provider contracting provisions;

   d) Initial and ongoing provider education to ensure that network providers are familiar with and knowledgeable about UT SELECT benefits (including any benefit design changes) and other plan provisions;

   e) Ongoing review of fees paid to network providers, recommending adjustments as appropriate, subject to consultation with and approval by System;

   f) Ongoing review, with reports as requested, regarding network provider accessibility with respect to driving time and appointment waiting time;

   g) Ongoing provider quality assurance review, to include periodic participant surveys and other reporting mechanisms;

   h) Ongoing utilization management, including preauthorization of services, monitoring and enforcement of compliance with medical protocol, and reporting of utilization management information to System as requested;

   i) Monitoring of denials made under the utilization management program to ensure the ongoing appropriateness of the medical protocol;

   j) Recruiting of additional network providers on a general, regional, or specific basis when requested by System;

k) Notifying System and making reasonable efforts to notify affected current participants in writing at least forty-five (45) days prior to the effective date of the Contractor's termination of any provider's contract without cause unless prohibited or limited by applicable law. However, Contractor should review current contracting status just prior to mailer being sent in order to reduce unnecessary confusion for impacted plan participants;

l) Notifying System as soon as possible upon determining the need to terminate the provider's contract with cause, but no later than the next business day following termination, and using reasonable effort to notify affected participants in writing of such termination. Under no circumstance should Contractor cancel a contract with a UT System owned facility or provider without prior notification to the plan;

m) Immediately notifying System and making reasonable efforts to notify affected current participants in writing if a provider initiates termination of its contract with Contractor; and

n) Including the name of the terminated provider, the names of other providers available to participants, and the effective dates of the changes in all written notices of provider termination being sent to affected participants.

7. Credentialing

   Contractor is solely responsible for credentialing, re-credentialing, and contracting with all network providers and will contract only with licensed healthcare providers in good standing in their profession and with the appropriate state and / or federal licensing and regulatory agencies. All healthcare providers participating in the network throughout the entire term of the Contract must be screened and investigated through a rigorous credentialing process prior to being contracted. A detailed description of Contractor's credentialing process must be included with the response as requested in the **Section 5.5**.

8. Contracts

   Contractor must have a valid contract with each provider that is submitted with the response as part of its network. The contract must include, but not be limited to, agreements regarding accessibility, adherence to medical protocols, utilization management and quality assurance standards, reporting requirements, claims processing procedures, and fee arrangements.

9. Accessibility and Availability

   Contractor must provide complete details about its existing provider network in the required format as described in the related **APPENDIX TWELVE**.

Separate documentation must be provided for primary care physicians (PCPs), specialty care physicians, behavioral health providers and hospitals. Note that the required documentation is more detailed than what is generally listed in Contractor's provider directory. Failure to properly meet the data requirements as specified in **APPENDIX ELEVEN** may result in a delay in the review of Contractor's response.

System also requires Contractor to provide a GeoAccess report for the proposed provider network. GeoAccess can be analyzed in relation to:

a) driving distance,
b) shortest distance but not necessarily driving distance, or
c) in minutes.

System believes that driving distance is the most accurate method for GeoAccess reporting. The applicable access standard to be used for general practitioners (PCPs) is two (2) medical providers within fifteen (15) miles of an employee's residence (or ZIP code). The analysis for PCPs should include providers designated as family practice, general practice, internal medicine, pediatrician and OB/GYN, if used as a PCP. Hospital information should be provided on the basis of one (1) facility within fifteen (15) miles of an employee's residence. In addition, a listing of ZIP codes where the desired access is not met must be submitted for each of the outlined provider types.

Based on the provider network information submitted, System will also conduct a disruption analysis to determine the number of participants that would potentially have to change physicians due to differences between the current network and Contractor's proposed network.

10. Utilization Management

Contractor is responsible for providing ongoing utilization management, including, but not limited to preauthorization of services, monitoring and enforcement of compliance with medical policies, and other programs described herein. Network providers will be responsible for meeting all preauthorization requirements, for example:

a) Inpatient hospital admission;
b) Skilled nursing care in a skilled nursing facility;
c) Private-duty nursing;
d) Home health care;
e) Hospice care;
f) Home infusion therapy;
g) Motorized and customized wheelchairs and certain other durable medical equipment totaling over $5,000;
h) Transplants;
i) All inpatient treatment of mental health care, chemical dependency and serious mental illness; and

j) The following outpatient treatment of mental health care, chemical dependency and serious mental illness:
   i. Psychological testing,
   ii. Neuropsychological testing,
   iii. Electroconvulsive therapy, and
   iv. Intensive outpatient programs.

11. Quality Assurance

Contractor must have in place processes to monitor the provider network, the quality of patient care and participant satisfaction.

12. Adherence to UT Select Plan Design

Contractor must adhere to the UT SELECT plan design. If any provisions in a contract between Contractor and provider conflict with UT SELECT plan design, neither the UT SELECT nor the member shall be responsible for additional payments above the plan design.

C. Customer Service & Account Management

1. Customer Service

Designated customer service staffing is required at a level adequate to handle significant call volume involving questions specific to benefits, resolution of complaints, requests for program clarification, and assistance with identifying and selecting physicians and facilities for services.

Customer Service call centers must be located within the United States, preferably within the state of Texas. The establishment of toll-free lines (telephone and facsimile) is required and customer service staffing levels must be adequate at a minimum to maintain performance standards as negotiated in the contracting process.

Contractor's phone customer service hours must include availability 24 hours a day, 7 days a week.

Contractor must provide System staff the ability to listen to UT-related calls to and from UT Contractor's customer service call center(s) on an as-needed basis.

By September 1, 2025, Contractor must establish a process by which System staff as well as institution HR or Benefits staff who need assistance addressing an urgent participant issue can reach out directly to Contractor for escalated customer service assistance.

Such requests must be acknowledged and an expected timeline for resolution provided back to System or institution staff within one (1)

business day, with timely, appropriate follow-up based on the nature and complexity of the request. Contractor must also establish a shared email inbox closely monitored by a designated team of experienced customer service representatives who are empowered to address escalated issues. If Contractor wishes, they may propose an alternative solution, but the requirements for acknowledgement of requests for assistance with timelines for resolution must be met as well as consistent timely and appropriate follow-up.

Contractor is required to collaborate with the UT SELECT prescription drug plan administrator with regard to conditions and medical / prescription issues involving case management that may be identified through member access to benefits. Collaboration should also extend to the ability for vendor partners to warm transfer members directly to prescription drug plan customer service representatives or representatives with the Disease Management Program, or vice versa, when appropriate. This arrangement is required over merely advising members to contact their prescription drug insurance carrier.

Contractor's designated Customer Service Team will be required to assist in answering questions regarding the plan each year during System Annual Enrollment period(s), including during the July 2025 Annual Enrollment period for the 2025-2026 plan year. The Customer Service Team must provide education to all current and potential plan participants regarding plan design and benefits. Customer service should be made available via phone, email, in writing, and in person.

2. Communications

Contractor is required to communicate information regarding the plan design approved by System prior to distribution and must be clear and concise, with a comprehensive plan description to be included in Plan Guide, and federally required plan information included in the SBC. Contractor must collaborate with OEB staff to ensure all federal and state mandated changes as well as corporately covered services are reviewed and, if applicable to the UT plan(s), included in each year's updated materials. Note: all materials developed by the vendor and any strategic business partners must be ADA compliant.

Materials and services required to be developed and implemented include, but are not limited to:

a) Participant brochures with introductory information about program and plan design;

b) Content drafted specifically for inclusion in benefits books and newsletters and advertising materials used in association with UT SELECT enrollment;

c) A customized, System-specific website containing the federally required Summary of Benefits and Coverage document (SBC);

d) Annual Enrollment materials that include details on Customer Service and benefits highlights for the upcoming plan year;

e) Attendance at approximately 25 Annual Enrollment events including presentations by Contractor to institution Benefits Staff and participants;

f) Participant forms including Explanations of Benefits (EOBs) and claim forms;

g) Provider Directory, including a specific disclaimer stating that the list of providers is subject to change.

System retains the right to review and approve all plan materials prior to distribution. Contractor is required to submit proposed marketing and other informational materials in the specified format and according to deadlines set by System. The cost for preparation of such materials for the term of the Contract should be accounted for in the proposed Administrative Fee quoted by Contractor.

Contractor is responsible for plan communications designed to educate both potential enrollees and current participants and elevate perceptions and understanding of the plan. Materials must be approved by UT System prior to distribution and should be clear and concise, with comprehensive plan descriptions to be included in the UT SELECT Plan Guide and UT SELECT member materials. In addition to member-focused materials, enhanced materials should be designed to provide more in-depth understanding of the plan for HR and benefits staff and institutional leaders who support the plan and work directly with members.

Communications should be made available in multiple formats with a preference for electronic distribution whenever possible. Communication materials must meet ADA requirements for accessibility including font size and color contrast (a minimum Level AA). Any materials to be distributed electronically must include alt text for images and be fully accessible to screen readers. Web content must comply with the Web Content Accessibility Guidelines (WCAG) (https://www.w3.org/TR/WCAG22/). When providing materials to UT System for professional color-process printing to be handled by UT System, the files must be provided in a print-ready format. Print-ready format includes a minimum of 1/8 inch bleed and crop marks, and CMYK or Pantone Matching System (PMS) color swatches (inks). Files must be submitted as high-resolution Adobe Acrobat (.pdf), Adobe InDesign (.indd), or Adobe Illustrator (.ai or .eps).

Electronic draft copies of proposed Plan Year 2025-2026 materials, plan participants' handbook (if applicable), and member marketing materials (newsletter articles, flyers, etc.) must be submitted as part of the proposal.

Contractor should also submit samples of other communication materials with their proposal, including consumer targeted educational materials and a complete mock-up of the customized System-specific website. Contractor is encouraged to share innovative materials and communication strategies designed to increase member engagement as well.

Communication materials designed for participants may not advertise or promote coverage, products, or materials, other than those relating to Contractor's administration of the plan. Contractor must never use any information received from any source about System employees, retired employees, or dependents for any marketing purpose or to solicit business of any other type.

Contractor may recover the costs of the services described in this section only by making provision for such costs in the calculation of the proposed Administrative Fee.

3. System Specific Website

   Contractor must establish a customized, System-specific website with the primary goal of allowing participants easy access to plan information, claims details and customer service information. The website must meet all requirements as detailed in **APPENDIX FOURTEEN** regarding website requirements by date specified in the deliverables section.

   The System-specific website must be accessible to as many participants as possible. Therefore, the following specifications must be met:

   a) All website content must be clearly visible and functional in widely-used web browsers including Safari, Microsoft Edge, Firefox, and Google Chrome.

   b) Web content must comply with the Web Content Accessibility Guidelines (WCAG) (https:www.w3.org/TR/WCAG22/)

   c) The log-on page must not allow the browser to store the information entered in the cache. The auto-complete feature must be turned off for every form;

   d) The font must be easy to read, no smaller than 10px; and

   e) All web content and downloadable documents, including Adobe Portable Document Format (PDF) files, must meet ADA guidelines and be fully accessible to persons with disabilities.

   Authentication via Single Sign-On using SAML 2.0 is strongly preferred over requiring a unique user identification and password specific to the site.

   System must approve new website additions or redesigns at least two weeks prior to any scheduled launch date.

Contractor must provide: 1) a description of the architecture of the website and if applicable, the mobile / smartphone application; 2) the authentication mechanisms to login to the website and mobile application; 3) a description of the administrator level access to System data accessible via the website and mobile application; and 4) the security and privacy controls in place to protect System data that is accessible through the website and mobile application; 5) information related to the use and sharing of a member's data submitted to Contractor.

As required by the State of Texas, Contractor must provide a third-party penetration test report conducted on the website within the 365 days. In lieu of the penetration test results report, Contractor may choose to either allow System to conduct a vulnerability scan on a Test environment that mirrors the actual Production environment or provide an attestation of a third-party penetration test including a summary of findings and remediation plan.

4. Plan Identification (ID) cards

   Prior to September 1, 2025, Contractor must send ID cards to all participants, including those who enroll in the plan during the July 2025 Annual Enrollment period. Throughout the contract period, Contractor must issue ID cards to all new enrollees within five (5) business days after Contractor receives the enrollment information from System. Additionally, due to information security requirements, Contractor must provide System with a monthly dataset that includes all identifying information from each ID card issued and the name and address to which each was sent for all ID cards issued during the prior month at the request of System. This dataset may not be requested on a routine basis.

   The ID card must not include the participant's Social Security number. The card must use the Benefits ID number as specified by System, as well as other standard information in a format prescribed by System including the participant's name and a summary of out-of-pocket costs for the plan. Replacement cards must be provided at the request of a participant. Once initially distributed, ID cards do not need to be automatically replaced unless changes to the benefit plan design require updates to the information shown on the card or changes are made to a participant's name as shown on the card (such as a change to a participant's last name due to marriage).

5. Account Management

   UT strongly believes that the account management and service relationship is the critical link in developing and maintaining a strong working relationship committed to the achievement of the Plans' objectives. As such, Contractor shall be committed to providing UT with a service attention that is at the highest levels in the industry and fully consistent with UT's' expectations.

The Contractor's Account Management Team must provide a minimum of four (4) reviews to System per year regarding the utilization and performance of the plan, including updates regarding ongoing operational activities and cost saving recommendations. System may also require monthly operational meetings (in person or via telephone conference), as needed.

For September 1, 2025, Contractor must have one account team member dedicated to academic campuses and one account team member dedicated to the Health Research Institutions to ensure the specific needs of institutions are met and receive appropriate attention. These individuals will be available to address ad hoc requests related to highly complex issues, while also supporting ongoing initiatives at the respective institutions. Access to these dedicated team members will enhance operations by UT System staff as well as institution HR or Benefits staff who need assistance addressing an urgent participant issue. System reserves the right to adjust the specific requirements of the team should it deem it necessary to have additional account management functions in place to appropriate manage the plan. Additionally, System requires a member of the Contractor's Network Team be available for direct contact by staff at System to discuss matters which pertain to network management.

Contractor should also identify a person dedicated to supporting the UT Living Well wellness program to serve as a liaison between the medical contractor, prescription PBM contractor, the wellness platform, OEB and any strategic business partners offered by the Contractor.

Contractor must designate in writing the names and roles of all members of its complete Implementation Team as well as establish an Account Management Team (with individuals as requested above) that is acceptable to System. Contractor must agree to make staffing adjustments to this team as required by System throughout the contract. The Account Management team must be available to assist System as necessary during regular business hours.

Contractor's Implementation and Account Management Teams must each include a designated information technology contact with the technical knowledge and expertise to efficiently and effectively collaborate with System's information technology team regarding data transmission, data integrity, and timely processing of data. The designated information technology contact should be appropriately positioned within Contractor's organization to allow for direct management of all technical issues related to the contract.

D. Technical & Data Exchange

System's complex technical environment is managed by outside vendor Benefitfocus. Contractor will be required to accommodate custom data feeds to and from both System and Benefitfocus. Industry standard processes and file layouts are used whenever possible, but Contractor must be prepared to quickly allocate appropriate resources and provide timely customization of data files as required by System and Benefitfocus.

1. System Data Security Requirements

   For the purpose of this RFP, System data is defined as any and all information maintained, created, or received by or on behalf of System, including any data that Contractor "masks" as part of its business processes.

   Contractor must maintain a robust security program capable of protecting the integrity, confidentiality, appropriate accessibility, and security of UT System data. Questions included in **Appendix FOUR (HECVAT)** of this RFP are designed to elicit specific information about Contractor's security program and must be thoroughly and accurately completed.

   Contractor must have procedures in place to identify irregularities with access to data, including unauthorized access to or any exposure of PHI, report such instances to System as required in the Business Associate Agreement, to allow System sufficient time to respond to the incident in accordance with state and federal law requirements. Identification of Contractor's privacy officer at the time of implementation will be required.

   All data related to the plan remains the property of System, including any "masking" of "sensitive" or confidential data performed by Contractor belonging to UTS. The data must always be accessible to System and, if necessary, the Contractor must be capable of providing the data to System in an acceptable, secure, and easily interpretable electronic format. Off-shore cloud storage for claims data is prohibited. Any data, including deidentified data, that is sold for any reason requires UT System authorization and review of the contract and pricing for such transaction.

Enrollment files must be processed promptly upon receipt and, under normal circumstances, loaded into Contractor's information system within twenty-four (24) hours. Positive confirmation of receipt and processing success or failure is required within twenty-four (24) hours. In the event of failure to load, Contractor must provide an explanation and pertinent details, including specific errors requiring correction by System along with expected resolution time.

Contractor must accept and process enrollment files in HIPAA-compliant dataset formats (e.g. the "Benefits Enrollment and Maintenance Transaction Set (ASC X12N 834 or an approved layout mutually agreed upon with Benefitfocus. Detailed claims datasets must be provided to UT System and Benefitfocus in a mutually agreed upon HIPAA-compliant standard format. Contractor must be prepared to accept full and partial enrollment files on a schedule to be determined during implementation, but no less frequently than three (3) times per week for partial files and once per month for full files.

System will produce a self-bill each month for the total Administrative Fee due to Contractor. The total Administrative Fee will be determined by multiplying the number of Subscribers (primary insureds: employees, retirees, surviving dependents and COBRA) Contractor must accept and process Administrative Fee remittance detail for the current billing month as well as any necessary adjustments for the prior three (3) months.

Contractor must utilize the methods for all file transfers (e.g. SFTP and SAML) currently in place at System. Contractor must enforce user authentications that are compliant with System information security requirements and enforce encryption in transmission and at rest as identified in **Section 12.11** of the Sample Agreement (**APPENDIX TWO**).

Contractor must designate an appropriate technical and information security contact as required for the Implementation and Account Management Teams and must ensure that all information systems requests from System and issues reported by System are given priority positioning and thoroughly analyzed to ensure timely and accurate resolution.

Contractor must allow a retroactive window for eligibility changes to be made up to ninety (90) days, or a number of days System deems appropriate, after the end of the coverage period affected, including activation or termination of coverage and other variations that may occur due to status changes. System will retroactively adjust the payment of Administrative Fees to ensure agreement with updated eligibility information.

For situations in which an urgent change to a participant's enrollment record is needed, Contractor must work with eligibility vendor to accept emergency updates, to be transmitted via a controlled and standardized process.

For service requests and issues resolution, Contractor must provide System with an implementation plan and timeline for resolution within forty-eight (48) hours from receipt of System's request or notification.

Contractor will be required to exchange eligibility and claims information electronically with the contracted administrator of the UT FLEX Plan to facilitate the administration and adjudication of claims submitted for reimbursement under a plan participant's Healthcare Expense Reimbursement Account. Contractor will also be required to provide claims information electronically to the PBM for the medical plans to be used for member health management and calculation of out-of-pocket accumulators.

E. Financial Requirements & Pricing

The UT SELECT Medical plan is financed on a fully self-funded basis. This financing arrangement will apply whether the UT SELECT Medical plan is the current PPO plan, or if it is a Physician Directed Care Plan with a primary care physician. The contract to be executed in accordance with this document shall involve no insurance or reinsurance. The contract must be for administrative services, provider network management and credentialing, establishment and maintenance of the clinical guidelines used in connection with the UT SELECT Medical plan and disease management services as described within this RFP and must be executed in accordance with the requirements outlined in the Contract and this RFP.

Other financial requirements may be further outlined in this RFP. The cost to meet the requirements described in this RFP must be recovered by Contractor only by making provision for such expense in **APPENDIX SIXTEEN A** included with the response to this RFP.

1. Administrative Fee

   Contractor must propose an Administrative Fee which will be guaranteed for six (6) years. To the extent that Contractor intends to recover start-up costs through the Administrative Fee, such recovery should be amortized over the three-year period.

   The Administrative Fee proposed by the Contractor should be adequate to cover any and all costs incurred for the performance of all services, responsibilities and obligations as described within this RFP, both prior to and during the period of the Contract as well as during any runoff period following termination of the Contract.

   Section 1601.009 of the Tex. Ins. Code exempts the System from any state tax, regulatory fee, or surcharge including premium or maintenance taxes or fees. The Administrative Fee should not include any provision for such taxes or fees, and Contractor shall not request reimbursement from OEB for any of these fees.

2. Payment Methodology for Administrative Fees and Claims

   For each monthly coverage period, System shall pay Contractor Administrative Fees which may become due under the Contract within sixty (60) days from the beginning of the coverage month based on System's self-bill. Specific details on the requirements for the payment of the Administrative Fee, including the self-bill, are included in the technical and data exchange requirements section of this RFP. Billable fees associated with utilization of specific administrative services will be paid on the same schedule provided Contractor presents invoices for such fees in a timely manner on a monthly basis.

   Contractor must process and pay all claims submitted under SELECT as described herein and in the Contract. Contractor must pay claims through the issuance of drafts or through Electronic Funds Transfer (EFT) from Contractor's account prior to seeking reimbursement from System. On a weekly basis, Contractor must present an invoice to System for claim payments made during the previous invoice period. Contractor must be responsible for maintaining its own funds which are sufficient to provide for the payment of claims incurred under UT SELECT PPO. Additionally, Contractor must deliver a monthly claim file to OEB (12 files).

   Due to the timing of the reimbursements, Contractor could potentially be required to advance up to four (4) weeks of claim payments before being reimbursed by System. It is estimated that during the first year of the Contract, one (1) week of claim payments average approximately $30 million.

   Contractor shall be reimbursed only for actual payments to providers (i.e., it is not acceptable for Contractor to seek reimbursement from System in an amount that is different from the amount Contractor paid to the provider). Contractor shall be reimbursed only for paid claims and shall not be reimbursed for claims that have been processed but not yet paid to providers.

   If Contractor's contracts with providers include payment on a capitation basis, such capitation must be submitted and reimbursed as any other claim as described above. Reimbursement of capitated amounts shall be subject to adequate documentation presented by Contractor. Such documentation must include the provider's name, the number of UT SELECT participants included in each capitation arrangement, and the amount of the capitation.

   Section 51.012 of the Texas Education Code authorizes System to make any payment through electronic funds transfer (or by electronic pay card). Contractor must confirm the ability to receive reimbursement payments from System through ACH or other electronic fund transfer methods. Banking information will be verified during implementation. Any changes to

Contractor's banking information must be communicated in writing or through System's supplier onboarding platform at least thirty (30) days in advance of the effective date of the change.

Contractor will be responsible for the escheatment process in accordance with Texas law for any payments disbursed on behalf of UT SELECT.

3. Runoff

   Following expiration or termination of the Contract for any reasons, Contractor will continue to be responsible for processing and paying claims which were incurred during the term of the Contract. The cost of such run-off administration should be accounted for in the proposed Administrative Fee. System will not incur additional Administrative Fees during the run-off period. The current Contractor is responsible for processing and payment of all claims incurred prior to September 1, 2025.

4. Training Support

   Contractor will be responsible for providing financial support for the UT System's annual Benefits & Human Resources Conference (BHRC). This three-day intensive training brings together over 300 attendees comprised of 1) UT institution staff members at various levels with expertise and responsibilities in the areas of benefits, retirement, payroll, HR, and information technology and 2) key representatives from contracted vendors across the UT Benefits program. BHRC is a significant opportunity for expansion of knowledge and development of professional skills as well as a rare chance for attendees from institutions and contracted vendor partners to network with one another, share best practices, and develop new insights.

   This major training event is key to the success of the overall UT Benefits program and to the efficient and effective administration of each plan. The conference offers sessions on crucial topics, helping attendees stay up-to-date and perform effectively in their roles. Topics vary based on current issues and environmental factors, but touch on group insurance plans, retirement savings plans, human resources topics, and legal and legislative updates. To ensure the broadest reach for this critical training, no registration fee is charged to individual attendees. Instead, the cost of the event is borne by the UT Benefits program with support from all contracted vendor partners.

5. Annual Experience Accounting

   Within ninety (90) days after the end of each Fiscal Year, Contractor must provide UT System with a complete accounting of the SELECT financial experience under the Contract. The accounting must include detail regarding monthly enrollment, paid claims, Administrative Fees, contractual guarantees, federal subsidies, and performance guarantees. In addition,

Contractor must provide System with any other experience data and accounting information that System may reasonably require. Additional information in this regard will be provided post Contract award.

6. Actuarial Reporting

   Contractor must submit to OEB and the consulting actuary, at a minimum, on a monthly basis a detailed file including all claims processed during the previous calendar month. This data will be used to analyze claims experience and should reconcile to claims, pass-through claims, and adjustments presented on weekly invoices. Invoices should be available in human-readable format and EDI. The files and all information contained in the files will be the property of OEB. OEB and the consulting actuary will agree not to disclose confidential provider discount information to any other party. Contractor shall not require an indemnification provision. The detailed claim file will include but will not be limited to paid date, date of service, provider of service, service provided, line charge, allowable amount, plan payment, patient share and institution code. (See **APPENDIX FIFTEEN**.) This file will be due no later than the 15th of the month for the previous month's claim payments.

7. Audit

   System contracts with an independent auditor to conduct an annual audit of its medical benefit claims and the Contractor's administration to determine both the adequacy of Contractor's procedures for the payment of claims and the accuracy of claim payments. System will provide Contractor with a minimum of thirty (30) days' notice prior to commencement of the audit.

   In addition to audits that may be conducted by the State Auditor, System may also, at its sole discretion, conduct other audits of Contractor as deemed necessary. System shall determine the scope of each audit.

   For September 1, 2025, Contractor must identify a dedicated team member to work with audit reviews and claims payment integrity. Contractor is required to fully support all audit-related activities and to cooperate in good faith with the auditor. Contractor must maintain readily available data that is accessible electronically as well as through hard copy, such that it can meet a reasonable timeline and provide timely responses for audit purposes. Neither System nor the auditor shall reimburse or indemnify Contractor for any expense incurred or any claim that may arise in connection with or relating to either annual or other audits.

   Contractor is responsible for addressing the independent auditor's findings in a timely manner to the satisfaction of System. Audit findings that conclude certain claims were not adjudicated correctly shall result in the recalculation and financial settlement with System within a reasonable timeframe, not to exceed the end of the following Plan Year. Recommendations made by

independent auditors shall be discussed with System and incorporated by Contractor where appropriate.

Contractor must provide for an independent audit of every claim in excess of $50,000. UT will have reasonable access to such audit and to any information in connection with audit findings.

System contracts with a third-party post-payment audit vendor. From time to time, System will require source documentation, historical information and or information pertaining to provider contracts, settlements and amounts owed to the plan for services paid in error and identified during the post payment audit.

8. Health Care Management Performance Incentive

   Under the Contract, Contractor will have an incentive for the efficient and cost-effective management of health care provided to in-area participants. Generally, the incentive will be a potential charge to Contractor based on actual in-area claims (Actual Claims) as compared to Target Claims agreed upon in advance by Contractor and OEB as described more fully in the related **APPENDIX SEVENTEEN**. Contractor understands and acknowledges that if actual claims are more than 102% of target claims then it shall be charged and assessed an amount equal to 100% of the excess subject to a maximum of 2.0% of target claims. The incentive is not an insurance or reinsurance arrangement. Contract will not include either specific or aggregate stop loss coverage. Additional information regarding the Target Claims can be found in the related Appendix.

9. Pharmaceutical Information

   One-hundred percent (100%) of all rebates and other revenue received from a pharmaceutical manufacturer in connection with paid claims will be credited to ERS. TPA shall provide a quarterly statement identifying all rebates and other revenues billed to a pharmaceutical manufacturer. The statement shall also include any amounts actually received from a pharmaceutical manufacturer associated with each amount billed. Payment of rebates and other revenues will be provided to ERS on the basis of an identified credit to a daily claim bill.

   Upon executing appropriate nondisclosure agreements, TPA shall permit ERS' independent auditor to view the actual pharmaceutical manufacturer's rebate contract and verify the proper billing and receipt of rebate dollars.

   Payment of the rebates and other revenues shall not impact the Administrative Fee provided

5.4.2 UT CARE Medicare Advantage Plan

System offers UT CARE (UT CARE), a fully-insured Medicare Advantage preferred provider organization (PPO) providing medical-only coverage for Medicare-Primary retirees and Medicare-Primary dependents of retirees (referenced collectively herein as UT CARE Participants. The UT CARE plan is an open access PPO plan which is the preferred design, although System reserves the right to narrow the network offered to CARE members in the future. Except for a few limited exceptions, all current and future Medicare-Primary Participants are currently and will continue to be enrolled in UT CARE. Carrier

UT CARE enrollment as of August 31, 2024, is listed below.

Plan	Participants
Retirees	27,145
Dependents of Retirees	6,830
Total Participants	33,975

The Medicare Advantage Plan Carrier (Carrier) must clearly indicate in their responses their capacity to support a population of UT CARE Participants numbering approximately 35,000 – 50,000 individual lives.

Carrier shall underwrite and administer the same level of benefits and services as those currently provided to UT CARE Participants. The cost of the requirements described herein shall be recovered only by making provisions for such expenses in Carrier's Price Proposal in **APPENDIX SIXTEEN B**. The current UT CARE plan design results in UT CARE Participants having little or no out-of-pocket expense for medical services.

Administration of the plan must comply with all applicable state and federal statutes, rules, regulations, and UT System policies including the Privacy and Security requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, Medicare Advantage Program, including any revisions relevant to execution of the plan and its services, and the Age Discrimination in Employment Act (ADEA), and all amendments thereto. Security of PHI is of highest concern to UT System. Carrier must be prepared to provide evidence of full compliance with HIPAA and UT System data protection policies and demonstrate that these standards are fully integrated within their systems at every level.

A. Operational Requirements

1. General Administration & Services

   Carrier must administer the plan in a manner consistent with all applicable laws and regulations, as well as with the requirements set forth by UT System in this RFP. Carrier must provide all services associated with the administration of the plan and may recover the cost of compliance with the

requirements associated with general administration and services only by making provision for such cost in **APPENDIX SIXTEEN B**.

Carrier must provide general administrative support including the drafting of communications which educate members and elevate the perception of the plan. Written materials must also be available for leaders and staff who support the plan. Carrier needs to have the ability to offer legal and technical assistance as necessary, quality assurance, and general as well as specific reporting as required for the operation of UT CARE.

2. Cost Containment

   a) Carrier must have comprehensive cost containment programs in place that includes the following elements at minimum:

      1) Pre-Authorization;
      2) Fraud detection;
      3) Emerging therapies;
      4) Wellness and condition management;
      5) Coverage management;
      6) Utilization management; and
      7) Coordination of benefits.

   b) Carrier must comply with all applicable state and federal laws, regulations and protocols, including ADA guidelines, and must comply with all UT System policies, which may be updated as necessary.

   c) Carrier must not include a “binding arbitration” requirement for complaints in its response. No such provision shall be utilized with regard to UT System participants.

   d) Carrier must have the ability to effectively administer clinical programs in line with those currently in place. For those services which might be available now or in the future through a relationship with outside strategic benefits partners such as virtual health care visits, diabetes, virtual physical therapy, surgical centers of excellence, independent navigation, etc., Carrier must be able to define:

      1) Measures of success;
      2) Performance criteria and guidelines;
      3) Guaranteed savings to the plan;
      4) Clear expectations for costs to the member (a nominal copayment is acceptable in most cases) as well as fees to the plan; and
      5) Performance guarantees.

      Carrier must also work with OEB to add additional strategic benefits partners as necessary to address future condition management needs as well as wellness platform administration supporting the plan and wellness initiatives. The platform must have capabilities to support a

health risk assessment, data integration and reporting capabilities, and provide portal administrative services with options for technical support.

e) Carrier must provide subrogation services, as appropriate, including:
   1) Investigating claims to determine potential third-party liability;
   2) Contacting participants to obtain information related to third-party liability;
   3) Initiating demands and filing liens to protect the plan's interests;
   4) Initiating or intervening in litigation when necessary; and
   5) Employing or retaining legal counsel for such purposes.

f) Carrier is responsible for costs associated with subrogation activities and any associated litigation. Provision for such costs should be made by Carrier when determining their proposed fees (ref. **APPENDIX SIXTEEN B** of this RFP).

g) Carrier must make available to UT System any data UT System reasonably determines to be necessary.

h) Carrier may use program information to profile patients only for the purposes of offering, implementing, and administering its educational program providing information for condition management and services through the carrier or strategic business partners; for assessing patterns of care and measuring outcomes; and for providing opportunity analysis related to potential interventions as well as adherence analysis. Only non-personally identifiable participant information may be used by Carrier to administer, evaluate, and improve its educational program for disease management and other care management programs. If Carrier uses Artificial Intelligence (AI) tools or services to support or execute any of the above referenced services, such information must be shared and discussed with the UT System.

3. Performance Monitoring

System expects Carrier to proactively identify and address variances from targeted performance standards. Quarterly administrative performance reporting will be required. A template for the required format of the quarterly Administrative Performance Report is included as an **APPENDIX FIFTEEN** to this RFP. Performance report must be provided by the deadline agreed upon during the contracting process and in the format prescribed by System or Carrier will be subject to a financial penalty, payable quarterly. Late payments to System are subject to the value of the penalty times medical CPI. Additionally, System may request customized reports on an ad hoc basis. Such reports must be provided in a timely manner at no additional cost to System.

As part of the contracting process, specific performance standards with meaningful financial penalties must be established. At a minimum, the following areas must be addressed:

a) Customer Service Standards:

   1) Call handling;
   2) Written inquiries;
   3) Complaints;
   4) Member surveys.

b) Minimizing call center and website outages.

c) Timeliness:

   1) ID Card Delivery;
   2) Annual Enrollment materials and plan guide content;
   3) Required reporting and datasets, including claims, vendor self-bill, eligibility, administrative performance, and emergency update processing.

d) Accuracy:

   1) Plan design implementation;
   2) Claims adjudication;
   3) Claims accuracy according to plan certificate specifications, regardless of unusual or special network arrangements, including unique FDA approvals or exceptions that were not disclosed to System prior to contract implementation

e) Provider Network

   1) Access

f) Processing of paper claims if any

g) Carrier must agree to pay financial penalties as negotiated during the contracting process if the associated performance standards are not met. Review and application of performance criteria will be based on data at the end of each quarter, not on annual accounting. Financial penalties not paid in a timely manner as established during contracting will be subject to an additional penalty fee based on the length of the delay and the total original penalty amount owed times medical CPI at the time of payment. Additionally, Carrier should be aware that compliance with performance requirements will be a key consideration during any future contract renegotiations and the repeated failure to meet performance standards may result in early termination of the contract.

UT System contracts with an independent auditing firm that will conduct annual audits of Carrier on behalf of UT System to determine compliance with these and other standards. Carrier must agree to this annual audit,

generally conducted during the first quarter of each calendar year for the preceding plan year.

UT System staff or UT System's consulting actuary may, from time to time, request that Carrier provide additional information specific to the medical plan. Carrier must cooperate with and act in good faith in working with the consulting actuary and must be prepared to respond to these requests promptly.

Carrier must accumulate utilization, cost, and claims payment statistics and develop reports for the plan as is typically done in the course of plan administration, but no less frequently than on a monthly basis. Carrier must provide copies of such reports upon request by UT System along with results of any audits conducted in connection with the reports.

4. Monthly Reporting Requirements

UT System requires Carrier to provide the following reports as reflected below. The data shall include the entire previous month and shall be received in the UT System-prescribed format by the 20th of the following month. Failure to provide the required data may result in a monetary assessment or implementation of other legal remedies available to UT System in the Contract. The required data and format are subject to change as required by UT System. The current requirements are:

a) *Monthly Premium and Claim Reporting.* Carrier shall provide UT System with a monthly Financial Performance Report. The specific data to be reported shall include:

1) Sufficient data to determine the Medical Loss Ratio including but not limited to:

i. Enrollment
ii. CMS revenue
iii. MA premium
iv. Claims incurred including IBNR
v. Other expense

2) Lag report with paid amount by incurred and paid months

b) *Monthly Detailed Claims File.* Carrier shall submit to UT System and UT System' consulting actuary on a monthly basis, via SFTP all claims processed during the previous calendar month. This data shall be used by UT System and the consulting actuary to analyze claims experience. UT System will work with Carrier regarding the content, coding and format of the detailed claims file. The detail claims file must include, but not limited to, the following fields:

1) Claim ID

2) Date of Service
3) Paid Date
4) Member ID
5) Diagnosis Code
6) Procedure Code
7) Revenue Code
8) Billed Amount
9) Allowed Amount
10) Plan Paid Amount
11) Deductible Amont
12) Coinsurance Amount
13) Copay Amount
14) Billing Provider NPI
15) Billing Provider Name
16) Performing Provider NPI
17) Performing Provider Name

c) *Ad Hoc Reports*. From time-to-time UT System may, on an *ad hoc* basis, request that Carrier prepare customized reports on a timely basis at no additional cost to the UT System.

B. Benefit & Network Administration

1. Provider Network

Carrier must have a provider network with a sufficient number of family care physicians, specialty physicians and hospitals to serve UT CARE Participants.

a) In satisfying sufficiency of providers and access to care, Carrier should also be capable of implementing plan design features such as:

1) Centers of Excellence (COE) for certain surgeries and services, including treatment for cancer. This may involve the need to negotiate bundled case rates, acknowledging plan design can vary;
2) Specific Mental Health Solutions lowering costs while making more mental health services available to participants.
3) All health care providers included in the proposed network must have signed contracts in place on or before January 1, 2026.
4) Provider accessibility and appointment waiting time. With the robust plan design of UT CARE, the maximum acceptable waiting periods for physician appointments shall meet standards established by the TDI and accepted by UT. Carrier is responsible for complying with any revisions to these standards. Current standards are:

i. Urgent care shall be provided within twenty-four (24) hours of contact by the Participant or a person acting on behalf of the Participant;

ii. All other routine appointments shall be offered within three (3) weeks from the date the Participant or a person acting on behalf of the Participant contacts the physician or provider for an appointment; and
iii. Preventive health services shall be offered to a child within two (2) months and to an adult within three (3) months from the date the Participant or a person acting on behalf of the Participant contacts the provider for an appointment and may include assistance from carrier's concierge expanding outreach in order to locate a provider in the requested timeframe;
iv. Carrier must provide ongoing review and reports as requested regarding Provider accessibility with respect to driving time and appointment waiting time.

b) UT System reserves the right to adjust the plan design for UT CARE.

c) UT reserves the right to modify the plan to suit UT's needs on a customized basis and in compliance with CMS requirements.

2. Claims Administration

Carrier must process and administer all required claims incurred on or after January 1, 2026, and throughout the term of the Contract (ref. **Section 5.1**). General requirements for claims processing include the following:

a) Using UT System enrollment records, Carrier must create and maintain enrollment records for all participants to be relied on for the processing of claims and other administrative functions. In the event of a conflict between enrollment data stored at UT System and information on file with Carrier, UT System's information must be considered authoritative;

b) Carrier must review claims for eligibility based on covered dates of services. Any ineligible claims that are inadvertently paid by Carrier, including those identified through OEB eligibility audits, must not be included in the overall spend amount for UT CARE.

c) Carrier must process claims submitted directly by participants, including claims for services obtained at non-network providers and COB claims for which the plan pays secondary benefits.

d) Each direct claim payment must include an Explanation of Benefits (EOB). Carrier must submit all claim forms and sample EOBs as an attachment to the Proposal for the System's review and approval;

e) Claims filed by participants must be processed within five (5) calendar days of submission to Carrier unless additional information or investigation is required;

f) Carrier must stipulate that network providers will cooperate with reasonable requests by plan participants to prepare and provide, without charge to participants, records pertaining to services and payment amounts;

g) Carrier must identify and investigate unusual or extraordinary charges to determine all relevant circumstances.

h) Carrier must assume 100% liability for incorrect payments which result from policy or processing errors attributable to Carrier;

i) Carrier must refrain from initiating litigation to recover such overpayment unless authorized by UT System; and

j) Reimburse the plan for Per Employee Per Month (**PEPM**) paid on behalf of a former participant who was reported by UT System to Carrier as no longer being eligible for plan benefits at least two (2) full business days prior to the date of such services;

Carrier must maintain a complete and accurate claims reporting system and provide for the retention, maintenance, and storage of all payment records with provision for appropriate reporting to UT System. Carrier must maintain such records in accordance with applicable state and federal regulations and policies regarding retention of such records. Carrier shall make such records accessible and available to UT System for inspection and audit upon UT System's request.

Carrier must provide UT System with access to statistical information associated with the plan. The information to be made available must include current fiscal year information as well as the full twelve (12) months of the preceding fiscal year. If specialized software or hardware is required to access plan reporting and analytics, Carrier must furnish the appropriate resources at no additional cost to UT System.

Carrier must identify a specific high-level contact who will be accessible directly to UT System for issues regarding claims administration.

Carrier must process claims requiring COB.

Carrier must transmit a monthly claims file as specified in this RFP using the ASC X12 standard layout (ANSI) for the file and records, including all required data fields as specified in an **APPENDIX NINE** to this RFP.

3. Claims Appeals Requirements

a) Carrier shall provide an appeal process for adverse benefit determinations at no additional cost to the Participant, UT CARE, or UT System . The process shall follow all requirements to be compliant with state and federal rules and statutes regarding the review and appeal process.

4. UT SELECT and UT CARE Integration

There are a small number of Medicare-primary retirees each year who return-to-work in a benefits-eligible capacity. Under federal rules, these

working retirees' must be re-enrolled in UT SELECT. They will re-enroll in UT CARE when and if they return to retirement status. Carrier is required to accommodate these mid-year changes to move into and out of UT CARE based off of changes made to the eligibility files submitted by UT System to Carrier.

5. Wellness / Condition Management

   UT System is committed to integrating wellness benefits within the medical plan and to assisting UT System and the institutions with the creation and ongoing enhancement of campus wellness programs. Carrier must demonstrate the ability to provide wellness-related services and targeted wellness initiatives as part of the overall administration of the medical plan. Experience with the effective application of Value-Based Benefit Design (VBBD) concepts and programs will be considered a differentiating factor in the area of wellness benefits.

   Carrier must promote, encourage and support wellness among participants and describe the specific wellness services and initiatives it intends to provide as part of its administration of the medical plan and how those services and initiatives will be integrated into UT System's existing "Living Well" program; a comprehensive health and wellness initiative currently available to all UT CARE participants. If available, include options such as a health risk assessment and the ability to provide an aggregate report for each institution, tobacco cessation, ability to offer an incentive program, second opinion services, telemedicine, gym discounts, patient navigators, health coaching, ability to provide aggregate reports on wellness metrics at the institution level, etc. In particular, information provided in the proposal should allow for the assessment of Carrier's willingness to collaborate directly with UT System and other contracted Carriers regarding wellness-related initiatives and services.

   Carrier may recommend modifications to materials used in condition management educational programming when Carrier determines such adjustments to be in the best interests of participants who would potentially benefit from the proposed changes. Carrier must notify UT System and obtain consent as to any modification of the educational program prior to implementing a change or making revised information available to UT CARE participants.

   Only non-personally identifiable participant information may be used by Carrier to administer, evaluate, and improve its support and educational program for disease management and other care management programs. Carrier must be willing to coordinate with UT System's pharmacy benefit manager and other Carriers to offer comprehensive and seamless education and support to the UT CARE participant.

   Of primary importance will be collaboration with the administrator of the UT CARE prescription drug plan with regard to conditions and medical issues that may be identified through member access to Medicare Part D benefits.

For example, the ability to transfer members via customer service directly from UT CARE customer service representatives to other condition management and wellness Carriers, including the UT CARE Part D prescription plan administrator, when appropriate, is strongly preferred as a basic wellness initiative versus merely advising members to contact their prescription insurance carrier.

Additionally, each UT System institution offers an Employee Assistance Program (EAP) that provides counseling services to employees, retirees and their dependents on numerous topics. In the event that Carrier provides information to participants about services available within the overall UT Benefits program and the Living Well program, whether through direct customer service interactions, UT CARE communications materials, or UT System-specific medical plan website, reference to the institution-based EAP programs is requested.

Carrier must be able to fulfill data requests to assess and analyze health needs and measure wellness outcomes. These reports must be provided ad hoc and annually. These reports should assess patterns of care, health outcomes, any savings or cost avoidance, opportunity analysis related to potential interventions, and adherence analysis.

6. Network Management

Carrier must provide all network management services specified in this RFP, including but not limited to the following:

a) Carrier must have one account team member as a direct contact for provider relations which OEB can use for network matters, specifically as they pertain to UT providers and facilities. The person should also be accessible to address other network matters outside of UT's cone of interest, and should have a broad knowledge of the Texas network, legislative matters and general political awareness working with a state program;

b) Initial and ongoing recruitment, credentialing, and contracting with a sufficient number of qualified and duly licensed Health Care Providers, as defined herein, in good standing with the state of Texas, to provide the full range of covered benefits and services in the network service areas;

c) Ongoing management of network providers in accordance with applicable laws, regulations, credentialing criteria, and provider contracting provisions;

d) Initial and ongoing provider education to ensure that network providers are familiar with and knowledgeable about UT CARE benefits (including any benefit design changes) and other plan provisions;

e) Ongoing review, with reports as requested, regarding network provider accessibility with respect to driving time and appointment waiting time;

f) Ongoing provider quality assurance review, to include periodic participant surveys and other reporting mechanisms;

g) Ongoing utilization management, including preauthorization of services, monitoring and enforcement of compliance with medical protocol, and reporting of utilization management information to UT System as requested;

h) Monitoring of denials made under the utilization management program to ensure the ongoing appropriateness of the medical protocol;

i) Recruiting of additional network providers on a general, regional, or specific basis when requested by UT System;

j) Notifying UT System and making reasonable efforts to notify affected current participants in writing at least forty-five (45) days prior to the effective date of the Carrier's termination of any provider's contract without cause unless prohibited or limited by applicable law. However, Carrier should review current contracting status just prior to participant communication being sent in order to reduce unnecessary confusion for impacted plan participants;

k) Notifying UT System as soon as possible upon determining the need to terminate the provider's contract with cause, but no later than the next business day following termination, and using reasonable effort to notify affected participants in writing of such termination;

l) Immediately notifying UT System and making reasonable efforts to notify affected current participants in writing if a provider initiates termination of its contract with Carrier; and

m) Including the name of the specific terminated provider, the names of other providers available to participants, and the effective dates of the changes in all written notices of provider termination being sent to affected participants.

7. Credentialing

Carrier is solely responsible for credentialing, re-credentialing, and contracting with all network providers and will contract only with licensed healthcare providers in good standing in their profession and with the appropriate state and / or federal licensing and regulatory agencies. All healthcare providers participating in the network throughout the entire term of the Contract must be screened and investigated through a rigorous credentialing process prior to being contracted. A detailed description of Carrier's credentialing process must be included with the response as requested in the **Section 5.6**.

8. Contracts

   Carrier must have a valid contract with each provider that is submitted with the response as part of its network. The contract must include, but not be limited to, agreements regarding accessibility, adherence to medical protocols, utilization management and quality assurance standards, reporting requirements, claims processing procedures, and fee arrangements.

9. Accessibility and Availability

   Carrier must provide complete details about its existing provider network in the required format as described in the related **APPENDIX TWELVE**. Separate documentation must be provided for primary care physicians (PCPs), specialty care physicians, behavioral health providers and hospitals. Note that the required documentation is more detailed than what is generally listed in Carrier's provider directory. Failure to properly meet the data requirements as specified in **APPENDIX ELEVEN** may result in a delay in the review of Carrier's response.

   UT System also requires Carrier to provide a GeoAccess report for the proposed provider network. GeoAccess can be analyzed in relation to: 1) driving distance, 2) shortest distance but not necessarily driving distance, or 3) in minutes.

   UT System believes that driving distance is the most accurate method for GeoAccess reporting. The applicable access standard to be used for general practitioners (PCPs) is two (2) medical providers within fifteen (15) miles of an employee's residence (or ZIP code). The analysis for PCPs should include providers designated as family practice, general practice, internal medicine, pediatrician and OB/GYN, if used as a PCP. Hospital information should be provided on the basis of one (1) facility within fifteen (15) miles of an employee's residence. In addition, a listing of ZIP codes where the desired access is not met must be submitted for each of the outlined provider types.

   Based on the provider network information submitted, UT System will also conduct a disruption analysis to determine the number of participants that would potentially have to change physicians due to differences between the current network and Carrier's proposed network.

10. Utilization Management

    Carrier is responsible for providing ongoing utilization management, including, but not limited to preauthorization of services, monitoring and enforcement of compliance with medical policies, and other programs described herein. Network providers will be responsible for meeting all preauthorization requirements, for example:

a) Inpatient hospital admission;
b) Skilled nursing care in a skilled nursing facility;
c) Private-duty nursing;
d) Home health care;
e) Hospice care;
f) Home infusion therapy;
g) Motorized and customized wheelchairs and certain other durable medical equipment totaling over $5,000;
h) Transplants;
i) All inpatient treatment of mental health care, chemical dependency and serious mental illness; and
j) The following outpatient treatment of mental health care, chemical dependency and serious mental illness:

    i. Psychological testing,
    ii. Neuropsychological testing,
    iii. Electroconvulsive therapy, and
    iv. Intensive outpatient programs.

11. Quality Assurance

    Carrier must have in place processes to monitor the provider network, the quality of patient care and participant satisfaction.

C. Customer Service & Account Management

1. Customer Service

   Designated customer service staffing is required at a level adequate to handle significant call volume involving questions specific to benefits, resolution of complaints, requests for program clarification, and assistance with identifying and selecting physicians and facilities for services.

   Customer Service call centers must be located within the United States, preferably within the state of Texas. The establishment of toll-free lines (telephone and facsimile) is required and customer service staffing levels must be adequate at a minimum to maintain performance standards as negotiated in the contracting process.

   Carrier's phone customer service hours must include availability 24 hours a day, 7 days a week.

   Carrier must, upon request by UT, provide UT System staff a summary of specific calls to and from UT Carrier's customer service call center(s) on an as-needed basis.

   By January 1, 2026, Carrier must establish a process by which UT System staff as well as institution HR or Benefits staff who need assistance

addressing an urgent participant issue can reach out directly to Carrier for escalated customer service assistance.

Such requests must be acknowledged and an expected timeline for resolution provided back to UT System or institution staff within one (1) business day, with timely, appropriate follow-up based on the nature and complexity of the request. Carrier must also establish a shared email inbox closely monitored by a designated team of experienced customer service representatives who are empowered to address escalated issues. If Carrier wishes, they may propose an alternative solution, but the requirements for acknowledgement of requests for assistance with timelines for resolution must be met as well as consistent timely and appropriate follow-up.

Carrier is required to collaborate with the UT CARE prescription drug plan administrator with regard to conditions and medical / prescription issues involving case management that may be identified through member access to benefits. Collaboration should also extend to the ability for vendor partners to warm transfer members directly to prescription drug plan customer service representatives or representatives with the Disease Management Program, or vice versa, when appropriate. This arrangement is required over merely advising members to contact their prescription drug insurance carrier.

Carrier's designated Customer Service Team will be required to assist in answering questions regarding the plan each year during System Annual Enrollment period(s), including during the July 2025 Annual Enrollment period for the remainder of the 2025plan year and for the 2026 UT CARE plan year. The Customer Service Team must provide education to all current and potential plan participants regarding plan design and benefits. Customer service should be made available via phone, email, in writing, and in person.

2. Communications

Carrier is required to communicate information regarding the plan design approved by System prior to distribution and must be clear and concise, with a comprehensive plan description to be included in the Plan Guide, and federally required plan information included in the SBC. Carrier must collaborate with OEB staff to ensure all federal and state mandated changes as well as corporately covered services are reviewed and, if applicable to the UT plan(s), included in each year's updated materials. Note: all materials developed by the vendor and any strategic business partners must be ADA compliant.

Materials and services required to be developed and implemented include, but are not limited to:

a) Participant brochures with introductory information about program and plan design;

b) Content drafted specifically for inclusion in benefits books and newsletters and advertising materials used in association with UT CARE enrollment during UT's summer Annual Enrollment and during the Fall Medicare enrollment period;

c) A customized, System-specific website containing the federally required participant materials;

d) Annual Enrollment materials that include details on Customer Service and benefits highlights for the upcoming plan year;

e) Attendance at approximately 25 summer Annual Enrollment events and potentially several fall Medicare enrollment period events, including presentations by Carrier to institution Benefits Staff and participants;

f) Participant forms including Explanations of Benefits (EOBs) and claim forms;

g) Provider Directory, including a specific disclaimer stating that the list of providers is subject to change.

UT System retains the right to review and approve all plan materials prior to distribution. Carrier is required to submit proposed marketing and other informational materials in the specified format and according to deadlines set by UT System. The cost for preparation of such materials for the term of the Contract should be accounted for in the proposed administrative fees quoted by Carrier.

Carrier is responsible for plan communications designed to educate both potential enrollees and current participants and elevate perceptions and understanding of the plan. Materials must be approved by UT System prior to distribution and should be clear and concise, with comprehensive plan descriptions to be included in the UT CARE Plan Guide and UT CARE member materials. In addition to member-focused materials, enhanced materials should be designed to provide more in-depth understanding of the plan for HR and benefits staff and institutional leaders who support the plan and work directly with members.

Communications should be made available in multiple formats with a preference for electronic distribution whenever possible. Communication materials must meet ADA requirements for accessibility, including font size and color contrast (a minimum Level AA). Any materials to be distributed electronically must include alt text for images and be fully accessible to screen readers. Web content must comply with the Web Content

Accessibility Guidelines (WCAG) (https://www.w3.org/TR/WCAG22/). When providing materials to UT System for professional color-process printing to be handled by UT System, the files must be provided in a print-ready format. Print-ready format includes a minimum of 1/8 inch bleed and crop marks, and CMYK or Pantone Matching System (PMS) color swatches (inks). Files must be submitted as high-resolution Adobe Acrobat (.pdf), Adobe InDesign (.indd), or Adobe Illustrator (.ai or .eps).

Electronic draft copies of proposed CY 2026 UT CARE materials, plan participants' handbook (if applicable), and member marketing materials (newsletter articles, flyers, etc.) must be submitted as part of the proposal. Carrier should also submit samples of other communication materials with their proposal, including consumer targeted educational materials and a complete mock-up of the customized System-specific website. Carriers are encouraged to share innovative materials and communication strategies designed to increase member engagement as well.

Communication materials designed for participants may not advertise or promote coverage, products, or materials, other than those relating to Carrier's administration of the plan. Carrier must never use any information received from any source about System employees, retired employees, or dependents for any marketing purpose or to solicit business of any other type.

Carrier may recover the costs of the services described in this section only by making provision for such costs in the calculation of the proposed administrative fee.

3. System Specific Website

   Carrier must establish a customized, System-specific website with the primary goal of allowing participants easy access to plan information, claims details and customer service information. The website must meet all requirements as detailed in **APPENDIX FOURTEEN** regarding website requirements by date specified in the deliverables section.

   The System-specific website must be accessible to as many participants as possible. Therefore, the following specifications must be met:

   a) All website content must be clearly visible and functional in widely-used web browsers including Safari, Microsoft Edge, Firefox, and Google Chrome.

   b) Web content must comply with the Web Content Accessibility Guidelines (WCAG) (https:www.w3.org/TR/WCAG22/)

   c) The log-on page must not allow the browser to store the information entered in the cache. The auto-complete feature must be turned off for every form;

d) The font must be easy to read, no smaller than 10px; and

e) All web content and downloadable documents, including Adobe Portable Document Format (PDF) files, must meet ADA guidelines and be fully accessible to persons with disabilities.

Authentication via Single Sign-On using SAML 2.0 is strongly preferred over requiring a unique user identification and password specific to the site.

System must approve new website additions or redesigns at least two weeks prior to any scheduled launch date.

Carrier must provide: 1) a description of the architecture of the website and if applicable, the mobile / smartphone application; 2) the authentication mechanisms to login to the website and mobile application; 3) a description of the administrator level access to System data accessible via the website and mobile application; and 4) the security and privacy controls in place to protect System data that is accessible through the website and mobile application; 5) information related to the use and sharing of plan participant's data.

As required by the State of Texas, Carrier must provide a third-party penetration test report conducted on the website within the 365 days. In lieu of the penetration test results report, Carrier may choose to either allow UT System to conduct a vulnerability scan on a Test environment that mirrors the actual Production environment or provide an attestation of a third-party penetration test including a summary of findings and remediation plan.

4. Plan Identification (ID) cards

Prior to January 1, 2026, Carrier must send ID cards to all participants, including those who enroll in the plan during the July 2025 UT Annual Enrollment plan year and the 2026 Medicare plan year for any member plan updates. Throughout the contract period, Carrier must issue ID cards to all new enrollees within five (5) business days after Carrier receives the enrollment information from System. Additionally, due to information security requirements, Carrier must provide System with a monthly dataset that includes all identifying information from each ID card issued and the name and address to which each was sent for all ID cards issued during the prior month at the request of System. This dataset may not be required on a routine basis.

The ID card must not include the participant's Social Security number. The card must use the Benefits ID number as specified by System, as well as other standard information in a format prescribed by System including the participant's name and a summary of out-of-pocket costs for the plan. Replacement cards must be provided at the request of a participant. Once initially distributed, ID cards do not need to be automatically replaced unless changes to the benefit plan design require updates to the information shown

on the card or changes are made to a participant's name as shown on the card (such as a change to a participant's last name due to marriage).

5. Account Management

   UT strongly believes that the account management and service relationship is the critical link in developing and maintaining a strong working relationship committed to the achievement of UT CARE's objectives. As such, Carrier shall be committed to providing UT with a service attention that is at the highest levels in the industry and fully consistent with UT's' expectations.

   The Carrier's Account Management Team must provide a minimum of four (4) reviews to UT System per year regarding the utilization and performance of the plan, including updates regarding ongoing operational activities and cost saving recommendations. UT System may also require monthly operational meetings (in person or via telephone conference), as needed.

   For January 1, 2026, Carrier must have one account team member dedicated to UT CARE to ensure the specific needs of UT are met and receive appropriate attention. The individual should be a member of the overall UT account management team and report to the SELECT and CARE UT account management lead. The person will also be available to address ad hoc requests related to highly complex issues, while also supporting ongoing initiatives at the respective institutions. Access to the dedicated team member will enhance operations by UT System staff as well as institution HR or Benefits staff who need assistance addressing an urgent participant issue.

   Carrier should also identify a person dedicated to supporting the UT Living Well wellness program to serve as a liaison between the medical Carrier, prescription PBM Carrier, the wellness platform, OEB and any strategic business partners offered by the Carrier.

   Carrier must develop a process to handle reprocessing of claims necessary as a result of retroactive eligibility updates between the UT CARE and UT SELECT plans.

   Carrier must designate in writing the names and roles of all members of its complete Implementation Team as well as establish an Account Management Team (with individuals as requested above) that is acceptable to UT System. Carrier must agree to make staffing adjustments to this team as required by UT System throughout the contract. The Account Management team must be available to assist UT System as necessary during regular business hours.

   Carrier's Implementation and Account Management Teams must each include a designated information technology contact with the technical

knowledge and expertise to efficiently and effectively collaborate with UT System's information technology team regarding data transmission, data integrity, and timely processing of data. The designated information technology contact should be appropriately positioned within Carrier's organization to allow for direct management of all technical issues related to the contract.

D. Technical & Data Exchange

UT System's complex technical environment is managed by outside vendor Benefitfocus. Carrier will be required to accommodate custom data feeds to and from both UT System and Benefitfocus. Industry standard processes and file layouts are used whenever possible, but Carrier must be prepared to quickly allocate appropriate resources and provide timely customization of data files as required by UT System and Benefitfocus.

1. UT System Data Security Requirements

   For the purpose of this RFP, UT System data is defined as any and all information maintained, created, or received by or on behalf of UT System, including any data that Carrier "masks" as part of its business processes.

   Carrier must maintain a robust security program capable of protecting the integrity, confidentiality, appropriate accessibility, and security of UT System data. Questions included in **Appendix FOUR (HECVAT)** of this RFP are designed to elicit specific information about Carrier's security program and must be thoroughly and accurately completed.

   Carrier must have procedures in place to identify irregularities with access to data, including unauthorized access to or any exposure of PHI, report such instances to System as required in the Business Associate Agreement, to allow System sufficient time to respond to the incident in accordance with state and federal law requirements. Identification of Carrier's privacy officer at the time of implementation will be required.

   All data related to the plan remains the property of UT System, including any "masked" or "sensitive" data. The data must be accessible by UT System at all times and, if necessary, the Carrier must be capable of providing all plan data to System in an acceptable, secure, and easily interpretable electronic format. Off-shore cloud storage for claims data is prohibited. Any data, including deidentified data, that is sold for any reason requires UT System authorization and review of the contract and pricing for such transaction.

   Enrollment files must be processed promptly upon receipt and, under normal circumstances, loaded into Carrier's information system within twenty-four (24) hours. Positive confirmation of receipt and processing success or failure is required within twenty-four (24) hours. In the event of failure to load, Carrier must provide an explanation and pertinent details,

including specific errors requiring correction by UT System along with expected resolution time.

Carrier must accept and process enrollment files in HIPAA-compliant dataset formats (e.g. the “Benefits Enrollment and Maintenance Transaction Set (ASC X12N 834 or an approved layout mutually agreed upon with Benefitfocus. Detailed claims datasets must be provided to UT System and Benefitfocus in a mutually agreed upon HIPAA-compliant standard format. Carrier must be prepared to accept full and partial enrollment files on a schedule to be determined during implementation, but no less frequently than three (3) times per week for partial files and once per month for full files.

UT System will produce a self-bill each month for the Premium due for each UT CARE Participant. Carrier must accept and process Premium remittance detail for the current billing month as well as any necessary adjustments for the prior three (3) months.

Carrier must utilize the methods for all file transfers (e.g. SFTP and SAML) currently in place at UT System. Carrier must enforce user authentications that are compliant with UT System information security requirements and enforce encryption in transmission and at rest as identified in **Section 12.11** of the Sample Agreement (**APPENDIX TWO**).

Carrier must designate an appropriate technical and information security contact as required for the Implementation and Account Management Teams and must ensure that all information systems requests from System and issues reported by System are given priority positioning and thoroughly analyzed to ensure timely and accurate resolution.

Carrier must allow a retroactive window for eligibility changes to be made up to ninety (90) days after the end of the coverage period affected, including activation or termination of coverage and other variations that may occur due to status changes. UT System will retroactively adjust the payment of administrative fees to ensure agreement with updated eligibility information.

For service requests and issues resolution, Carrier must provide UT System with an implementation plan and timeline for resolution within forty-eight (48) hours from receipt of UT System’s request or notification.

Carrier will be required to exchange eligibility and claims information electronically with the contracted administrator of the UT FLEX Plan to facilitate the administration and adjudication of claims submitted for reimbursement under a plan participant’s Healthcare Expense Reimbursement Account Carrier.

E. Financial Requirements & Pricing

This section describes general information and financial requirements for submitting the Price Proposal. Any start-up costs and the cost of the requirements described in the RFP and Contract shall be recovered by MA Carrier only by making provisions for such expenses in the Price Proposal, **APPENDIX SIXTEEN B.**

MA Carrier shall complete and submit **APPENDIX SIXTEEN B** as part of its Proposal. MA Carrier shall ensure that proposed Deviations adhere to the Deviations instructions provided in RFP **Section 5.6**.

1. MA Carrier is required to provide pricing as reflected in **APPENDIX SIXTEEN B** Price Proposal.

2. Premium Rates

   System and MA Carrier will begin to negotiate the UT CARE Premium rate for each Calendar Year on or before July 1 preceding the beginning of the applicable Calendar Year. System will specify the timing of the rate negotiations.

   a) MA Carrier is required to provide a guaranteed maximum trend rate for each year during the term of the contract (CY26-31) in **APPENDIX SIXTEEN B.** System ad MA Carrier will negotiate the actual trend rate to be used in the Premium rate calculation and such trend rate will not exceed the guaranteed maximum rate provided by MA Carrier.

   b) MA Carrier is required to guarantee the administrative fee and risk margin portions of the Premium rate for a six (6) year period. The combination of administrative fee and risk margin components must include provision for all administrative services, risk and profit.

   c) Each year, System will compare MA Carrier's proposed Premium rate versus the cost of providing benefits through UT SELECT. The annual Premium rate proposed by MA Carrier must provide savings to the GBP as determined by System. System will continue the process of evaluating MA Carrier's proposed rate using System's own geographic, demographic and health status selection assumptions. Based on this analysis, System will determine whether, in System's sole opinion, the proposed Premium rate provides adequate savings.

   d) The Premium rate proposed by MA Carrier must cover the cost incurred for the performance of all services described herein prior to and during the Contract Term and during any runoff period following termination of the Contract. No Premiums or other fees will be paid following the termination of the Contract.

   e) No additional fees may be charged except as shown in **APPENDIX SIXTEEN B** unless agreed to in writing by System.

f) Tex. Ins. Code Section 1601.009 exempts the plan from any State tax, regulatory fee, or surcharge including premium or maintenance taxes or fees. The proposed Premium rate should not include any provision for such taxes or fees.

g) No sales, fees or commissions may be incorporated into any rating methodology utilized in response to this RFP.

h) To the extent that MA Carrier intends to recover start-up costs through the Premium rate, such recovery should be amortized over the six (6)-year Contract Term.

3 Payment of Claims is the responsibility of MA Carrier

MA Carrier shall be liable for adjudicating and paying UT CARE claims that are incurred during the Contract Term in accordance with all applicable state and federal rules. and the rules set forth by CMS.

4 Runoff

Following expiration or termination of the Contract for any reason, MA Carrier shall continue to be responsible for processing and paying claims incurred during the Contract Term. The cost of such runoff administration shall be reflected in the proposed administrative portion of the Premium rate provided in **APPENDIX SIXTEEN B,** Price Proposal. No Premiums or other fees will be paid following the termination of the Contract.

5 Training Support

Contractor will be responsible for providing financial support for the UT System's annual Benefits & Human Resources Conference (BHRC). This three-day intensive training brings together over 300 attendees comprised of 1) UT institution staff members at various levels with expertise and responsibilities in the areas of benefits, retirement, payroll, HR, and information technology and 2) key representatives from contracted vendors across the UT Benefits program. BHRC is a significant opportunity for expansion of knowledge and development of professional skills as well as a rare chance for attendees from institutions and contracted vendor partners to network with one another, share best practices, and develop new insights.

This major training event is key to the success of the overall UT Benefits program and to the efficient and effective administration of each plan. The conference offers sessions on crucial topics, helping attendees stay up-to-date and perform effectively in their roles. Topics vary based on current issues and environmental factors, but touch on group insurance plans, retirement savings plans, human resources topics, and legal and legislative updates. To ensure the broadest reach for this critical training,

no registration fee is charged to individual attendees. Instead, the cost of the event is borne by the UT Benefits program with support from all contracted vendor partners.

F. Composite Rate

1. The Premium rate negotiated between System and MA Carrier will be a single rate applicable to all Participants.

2. Potential budgetary constraints may require modifications to any Contract entered into as a result of this RFP. MA Carrier shall cooperate in good faith in the execution of any Contract amendment necessitated by budgetary constraints and agrees to comply with such requirements.

G. Rating Requirements

1. Actuarial/Financial Contact. MA Carrier shall provide the name, mailing address, email address, telephone number, and fax number of the actuarial/financial personnel responsible for the preparation of MA Carrier's rates. The named personnel should be capable of responding to inquiries concerning the rates, and they shall cooperate with requests for information made by or its consulting actuaries. OEB shall be copied on all written communications that occur between MA Carrier and System's consulting actuary.

2. Rate Negotiations. System and MA Carrier will begin negotiating the Premium rate for each Calendar Year on or before July 1 preceding the beginning of the applicable Calendar Year. The Premium rate will include the administrative portion of the Premium rate proposed by MA Carrier.

3. Rating Formula. MA Carrier shall specify the formula it will use to develop the CY 2026 Premium rate and shall enumerate the variables included in MA Carrier's formula. The formula shall comply with the requirements and guidelines stated in **APPENDIX SIXTEEN B** of the RFP. Premium rates for CY26 and subsequent years will be negotiated in good faith.

4. Administrative Portion of Premium Rate. MA Carrier shall provide an allocation of its proposed administrative fee by component, e.g., marketing, claims administration, network management, reinsurance, profit, etc.

5. In the evaluation of MA Carrier's Proposal, administrative expense/profit charges shall be carefully evaluated by System and a favorable recommendation concerning the proposed rates shall be, in part, dependent upon a determination that such charges are reasonable as compared to UT SELECT and other

5.5 Additional Questions Specific to for UT SELECT PPO and UT SELECT Physician Directed Care Plan with PCP

Proposer must submit the following information as part of Proposer's proposal. Responses should address both the PPO and Physician Directed Care plan unless the question is specific to only one of the possible plan design options:

Financial Requirements and Pricing (60%)

Provide a completed copy of **APPENDIX SIXTEEN A** (**UTSELECT**).

Vendor Experience (5%)

1. Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP. UT is interested in 3 references from each of the two (2) possible plan designs for the UT SELECT PPO plan and the UT SELECT Physician Directed Care plan with a primary care physician (PCP).

   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 the following:
   - Full legal name, address, telephone number, and URL for the corporate website.
   - Name, title, mailing address, telephone number, fax number, and email address for:
     - The Proposer's contact person for Services that will result from this RFP;
     - The person authorized to execute any contract(s) that may be awarded; and,
     - The person who will serve as Proposer's legal counsel.
   - If applicable, a description of Proposer's parent company, as well as any subsidiaries and / or affiliates, including whether each is publicly or privately owned.
   - Type of Incorporation (for-profit, not-for-profit, or nonprofit) and whether publicly or privately owned.
   - Recent ratings and reports regarding Proposer issued by independent rating organizations or similar entities (e.g. Best's, Moody's, Standard & Poor's, etc.).
   - Proposer's most recent NAIC annual statement and most recent audited financial statement.

- An organizational chart identifying who will be responsible for the administration and management of a contract with UT System should Proposer be selected as Contractor.
- Proposer's current certificate of authority, issued by the Texas Department of Insurance, to provide TPA / medical insurance services in the State of Texas.
- Date TPA services were first provided in the State of Texas.
- The Proposer's current State of Texas Contractor ID number (14-digit number).
- The Proposer's current SSAE No. 16 report

4. Provide Proposer's total commercial enrollment as of December 1, 2022 and December 1, 2023. Provide a statement of Proposer's capacity to enroll new participants and the likelihood of any future limitations on enrollment.

5. Explain Proposer's previous experience in providing TPA services for self-funded group benefits, as applicable, to groups of 300,000 or more, especially higher education institutions and governmental organizations.

6. Describe any litigation, regulatory proceedings, and / or investigations completed, pending or threatened against Proposer and / or any of its related affiliates, officers, directors, and any person or subcontractor performing any part of the services being requested in connection with the Contract during the past five (5) years. Identify the full style of each suit, proceeding or investigation, including county and state, regulatory body and/or federal district, and provide a brief summary of the matters in dispute, current status and resolution, if any.

7. Describe any investigations, proceedings, or disciplinary actions by any state regulatory agency against the Proposer and / or any of its related affiliates, officers, directors and any person or subcontractor performing any part of the services being requested in connection with Contract during the past five (5) years. Identify the full style of each suit, proceeding or investigation including county and state, regulatory body and/or federal district, and provide a brief summary of the matters in dispute, current status and resolution, if any.

8. Describe the Proposer's Security Compliance program.

9. Describe Proposer's regulatory oversight program and how the individual(s) in this area will monitor federal and state legislation affecting the delivery of medical benefits under the plan and report to UT on these issues in a timely fashion prior to the effective date of any mandated plan changes.

10. Provide a detailed description of the Proposer's HIPAA Privacy and Security Compliance programs as these would apply to System data. Include information related to any policies and practices developed to address the storage, handling, sharing, and creation of any confidential information.

11. Provide information and a summary of any artificial intelligence (AI) used in the support of the services provided by Contractor, including the use of AI in customer facing tools, claims administration or adjudication functions, enrollment into University plan offerings, identification of security or privacy incidents, etc.

12. Describe Proposer's HIPAA workforce training, new employee onboarding, and monitoring of compliance with HIPAA training.

13. Provide a link to the Proposer's HIPAA policies and Notice of Privacy Practices, including any website or web portal privacy notices.

14. Provide the name of Proposer's HIPAA privacy officer and a description of his or her qualifications.

15. Provide the name of Proposer's Chief Information Security Officer and a description of his or her qualifications.

Deviations (5%)

16. Identify any provision in Proposer's response that does not conform to the standards described in the RFP. For each deviation, provide the specific location in the response and a detailed explanation as to how the provision differs from RFP standards and why.

17. Confirm Proposer agrees to the following:
    a) Information provided in accordance with this RFP is the only information that may be submitted as part of response.
    b) No additional documentation may be submitted (or incorporated by reference) unless specifically requested and/or approved by UT System.
    c) Any additional documentation provided by Proposer will not be reviewed, will not modify or condition Proposer's offer, and will not be incorporated into the contract unless specifically requested and/or approved by UT System.
    d) Any deviations from the requested terms and conditions in this RFP must be expressly stated within the space provided in this RFP.
    e) Any failure to comply with these requirements constitutes grounds for rejection of Proposer's response or any award of business already provided.

Operational Requirements (5%)

General Administration & Services

18. Describe Proposer's model for performing general administrative and operational services and include any use of artificial intelligence (AI) tools in the execution of the aforementioned.

19. Provide a detailed discussion of Contractor's ability to support and administer UT SELECT Physician Directed Care Plan with PCP in the event System decides to make the conversion described in **Section 5.4.1 B.1.c** of the Scope of Work.

20. Identify any outsourcing of services, location of administrative services and staff, turnover rate over the past two (2) years, and contingency plans for service interruptions.

21. Describe Proposer's quality assurance (QA) program. Provide the name of the designated senior executive responsible for the program.

22. Discuss how Proposer coordinates plan administration and services with an affiliated PBM for the prescription drug plan versus with an unaffiliated PBM. How are general plan administration and services integrated and what efficiencies are gained when working with an affiliated PBM?

23. Describe Proposer's processes for monitoring the adequacy of customer service, claims service, and provider and participant satisfaction. How often are surveys specific to these functions conducted?

24. List any entities with whom Proposer anticipates sharing or disclosing any PHI that Proposer will create or receive from (or on behalf of) UT System. State the general purpose for which the PHI will be shared or disclosed, and confirm that each entity will comply with requirements for business associates under HIPAA with regard to this PHI.

25. Describe the procedures and methodology in place to detect information security and privacy breaches and notify UT System and affected individuals in a manner that meets the requirements of HIPAA breach notification requirements.

26. System Specific Website
    a) Describe the architecture of the website and application used to view benefit information and Explanation of Benefits;
    b) Describe the authentication mechanisms to login to the website application;
    c) Describe the administrator level access to UT System data included in the website and application;
    d) Provide a data flow diagram;
    e) Provide information and examples of how the use of AI tools support the website;
    f) Provide a privacy statement or policy for the website.

Cost Containment

27. Fully describe Proposer's cost-containment programs, including the specific areas listed under minimum requirements as well as any specialized or enhanced elements Proposer offers.

28. Provide any shared savings or percent of recovery that would be paid to contractor or third parties resulting from cost containment programs. Please be detailed and provide specific calculations that would be used to determine contractor or other third party generated revenue.

29. Describe any other programs Proposer administer where revenue is earned on a percent of savings or percent of recovery basis.

30. Will Proposer offer an overall PEPM cap for all programs combined? If yes, provide the max $ per claim cap and any admin fee impact. If not, explain why Proposer cannot offer a cap.

31. UT currently utilizes Advanced Payment Review (**APR**) services to ensure accuracy for claims payments. Describe any APR services or programs which examine and review claims for duplicate billing and other irregularities prior to a claim being paid. Please note, UT also has its own layer of APR services to examine claims after payment to identify any overpayments.

32. Describe Proposer's fraud prevention program in detail. Include how Proposer would communicate with the participant, physician, and UT System once a fraud or abuse issue has been identified.

33. Describe the reporting that is provided to employers to quantify savings to the plan and to members, and how often are the reports provided. Would Proposer be willing to pass 100% of Medical Rebates to UT System and include a fixed fee in place of a rebate credit?

34. Describe how Proposer's data analyst team can work with UT on developing predictive models, perform statistical analysis, generate data reports, create performance metrics, perform segmentation and other advanced techniques to continuously improve the UT SELECT Medical plan.

35. Please outline the claims overpayment recovery process.

36. After a review of the benefits of the plan, are there any specific benefits that would require "manual" intervention or cannot be adjudicated by the claim system? If yes, please provide which benefits and the process Proposer will have to verify claims are processing correctly (i.e., special processing team, specific audit parameters for manually processed benefits, etc.).

37. How does Proposer calculate the allowable of No Suprises Act (**NSA**) claims, specifically OON ER and Air Ambulance?

38. What is Proposers process for managing and reviewing member appeals for service claims that are denied and UT System's involvement?

39. What claim editing software is used?

40. Provided that Contractor receives adequate notice of termination from UT System, will Contractor guarantee that the plan will not be billed for claims that were processed after a participant's coverage has been terminated?

41. Provide a detailed description of the utilization review program to be used in connection with UT SELECT, including but not limited to the following details:

a) If applicable, the name, address, and telephone number for any contracted third party providing utilization review services;

b) The location and hours of operation of Proposer's utilization review facility or facilities;

c) Confirmation as to whether licensed personnel are on duty at all utilization review facilities during all hours of operation;

d) The types and numbers of licensed professionals and the number of support staff involved with the utilization review program;

e) The credentials and qualifications required for utilization review nurses;

f) The number of telephone lines associated with the utilization review program;

g) A description of how the vendor ensures compliance with the statutory requirements concerning utilization review;

h) The percentage of utilization review referral and authorization requests that are referred to Proposer's Medical Director;

i) The methods used to establish utilization review protocols and the frequency of review for these protocols;

j) The utilization review procedures utilized by network health care providers;

k) The process available to health care providers for the appeal of denied claims;

l) The types and frequency of utilization review reports that will be provided to UT System.

42. For the Physician Directed Care plan, describe the referral process and outline the rules governing the primary care physician referring a patient to a specialist or other provider in the carrier's network.

43. Provide a detailed description of how high-cost claimants are managed including but not limited to the following details:
    a) How members are identified including through analytics;

    b) What early intervention tools and resources are available to identify and help address members' conditions in order to avoid or limit the member from becoming a high cost claimant;

    c) What special programs are in place to help with the unique challenges posed by these individuals with significant health care needs?

44. What methods does Proposer use to drive utilization to the most cost-efficient delivery channels? Will there be future methods implemented and if so, when?

45. How frequently does Proposer review utilization for new cost and trend drivers and what measures are in place to address emerging issues?

46. What measures does Proposer have in place to discourage inappropriate utilization of low value / high-cost treatments or services?

Pharmaceutical Information

47. Discuss how Proposer coordinates cost containment efforts with a PBM for the prescription plan. How are cost containment efforts integrated and what efficiencies are gained when working with an affiliated PBM?

48. Describe Proposers organization's process for negotiating discounts on high-cost specialty drugs dispensed in an inpatient setting.

49. Confirm one hundred percent (100%) of all rebates and other revenue received from a pharmaceutical manufacturer in connection with paid claims will be credited to UT System. TPA shall provide a quarterly statement identifying all rebates and other revenues billed to a pharmaceutical manufacturer. The statement shall also include any amounts actually received from a pharmaceutical manufacturer associated with each amount billed. Payment of rebates and other revenues will be provided to UT System on the basis of an identified credit on the weekly invoice.

50. Confirm upon executing appropriate nondisclosure agreements, TPA shall permit UT Systems' independent auditor to view the actual pharmaceutical manufacturer's rebate contract and verify the proper billing and receipt of rebate dollars.

51. Confirm payment of the rebates and other revenues shall not impact the Administrative Fee provided in the Proposal.

52. Describe Proposers strategy to address the rising cost of medications which may be paid under the medical benefit, specifically specialty medications including gene therapies.

Performance Monitoring

53. Describe in detail Proposer's philosophy and priorities in establishing performance standards and associated penalties. Be sure to address the key required areas noted in the minimum requirements and discuss any other areas the Proposer believes are appropriate for monitoring as a reflection of successful overall performance.

54. Confirm Proposers agreement, per the minimum requirements for performance standards, any performance penalties paid late must include corresponding CPI to the plan. Total payment owed for late penalty payments will be penalty fee equivalent to the total amount x CPI.

55. The UT System preferred methodology is that performance guarantees are assessed quarterly pay out annually and that vendors pay out for any missed quarters even if they pass the metric for the entire year. Please confirm Proposers agreement with this methodology.

56. Confirm Proposers willingness to place at least 50% of Proposers base ASO fees at risk (excluding trend/discount guarantees). Please outline any limitations around the maximum percentage of fees at risk for any one guarantee.

57. To ensure clinical performance confirm Proposer's acceptance of measuring and putting fees at risk in the following metrics:
    - Overall ROI, % identified for Personal Outreach, % engaged of those identified, Depression screening, Inpatient Admission Outreach, High-cost claimant screening, UM Touch Rate, Readmission rate.

58. Describe performance monitoring for HIPAA violations including addressing violations of HIPAA compliance measures, Proposer's policies for confidential data handling, and discipline of employees for violations of such policies.

59. Describe Proposer's standard reporting package along with any unique reporting capabilities that distinguish Proposer from other potential respondents.

Wellness / Condition Management

60. For September 1, 2025, UT will require an account team member be designated to support UT's wellness program directly and as a liaison between the medical Contractor, PBM, the wellness platform, OEB and any strategic business partners. Please confirm and acknowledge and describe how this individual would enhance the overall performance of the wellness program.

61. Describe how Proposer coordinates efforts between medical and pharmacy clinical care management teams, including any differences when working with an affiliated PBM for the prescription plan versus an unaffiliated PBM. Discuss any opportunities to improve collaboration when managing employees with specific diagnoses or therapeutic categories.

62. Detail Proposer's current wellness and condition management programs that are designed to improve the health and well-being of all individuals, including high-risk, healthy and low-risk individuals. Address the areas below and include a description of how the clinical resources work together to achieve better health choices and health outcomes:
    - A listing and description of all clinical programs including whether each program is managed directly by Proposer or provided by a subcontractor;
    - How eligible members are identified and contacted, participation rates, and health outcomes for participants for all programs;
    - How these programs would be integrated with other wellness and condition management programs that UT System offers;
    - Any future programs that will be implemented and when;
    - Proposer's ability to offer Silver Sneakers (for retirees age 50+).

63. Which of the programs provided in **Question 62** are considered standard offerings and are included with the plan versus which programs are available only by buy-up?

64. Provide an assessment of the return on investment (**ROI**) associated with Proposer's wellness programs, including details regarding the timing of measurable returns. Discuss how assessment of ROI informs decisions about Proposer's ongoing investment in wellness programs, including defining scope and objectives, expectations regarding participation, reporting efforts, etc.

65. Describe the specific steps that Proposer would take and the criteria that would be used to help an employer establish value-based benefit design. Describe in detail Proposer's capabilities to assist with evaluating VBBD. Address the following:
    - Aggregating medical and pharmacy claims data, mining the data for VBBD opportunities, and modeling the impact of VBBD plan options;
    - Including additional data in the overall analysis, such as long-term and short-term disability claims, and personal health assessment survey results; and
    - Providing a comprehensive assessment of the results of the data analysis described above and assisting with interpreting those results.

66. Describe in detail Proposer's capabilities to implement and administer a plan that uses incentives or waives or reduces copayments / coinsurance for participants who meet certain requirements, such as fulfilling an educational requirement or meeting with a provider.

67. Detail any specific mechanisms used to assure that different units of Proposer, the plan sponsor, and other UT Benefits plan Contractors all coordinate to offer a smooth-running VBBD plan. Provide a brief description (no more than 500 words) of the processes in place at Proposer that integrate data from multiple sources (e.g., medical and pharmacy claims, completed health risk assessments, diagnostic test results, etc.) in support of disease management and overall wellness efforts.

68. Describe key changes made to any aspect of Proposer's wellness and condition management programs during the past year as well as any changes planned over the next two (2) years.

69. Discuss Proposer's reporting capabilities, including but not limited to participation, sustained engagement, health outcomes, savings, etc. at a plan and institution level, in the context of supporting ongoing wellness and condition management efforts. Confirm member enrollment in point solutions offerings (or with strategic business partners) can be renewed every plan year with a new application form to ensure engagement and effective utilization of plan resources. Confirm Proposers definition of engagement and provide sample reports that demonstrate the Proposer's reporting capabilities in relation to wellness and other care management.

70. In addition to the benefits currently offered as part of the UT SELECT Medical plan to assist an individual in controlling fertility and achieving optimal reproductive health (e.g. physical exams, diagnostic tests, birth control, etc.), summarize additional benefits the Proposer offers in this area (infertility treatment, IVF, etc.), including whether these benefits are typically offered through expanded plan coverage or via optional riders that participants purchase individually. Be sure to note Proposer's experience with the potential impact offering expanded fertility benefits within the plan may have on overall claims cost as well as how pricing is generally structured for expanded fertility benefits offered via individual riders. Indicate whether Proposer currently partners with any third parties to offer expanded fertility benefits.

71. In addition to the benefits currently offered as part of the UT SELECT Medical plan, describe opportunities to assist an individual in addressing areas of need under a social determinant of health factor.

72. Describe Proposer's ability to provide an online health and well-being portal (platform) to eligible plan members, including a health risk assessment, data integration and reporting capabilities, portal administrative services and technical support.

Benefit & Network Administration (15%)

General Network Issues

73. For September 1, 2025, UT will require an account team member be designated as a provider relations contact that OEB can use for network matters, specifically as they pertain to UT providers and facilities, and for other network matters. Individual must have a broad knowledge of the Texas network, legislative matters and general political awareness working with a state program. Please acknowledge and describe how this individual would enhance the overall relationship between OEB, the carrier and providers.

74. Describe Proposer's network management operations. If Proposer's organization contracts with a network management company or leases the network from another entity, provide details of that arrangement.

75. Provide a description of Proposers organization's network(s) and any differences that might exist as applicable for the UT SELECT PPO plan and the UT SELECT Physician Directed Care Plan with a PCP.

76. Describe Proposers organization's experience in administering a Physician Directed Care Plan with a PCP. Include how many years Proposers organization has administered this type of plan design.

77. Describe any programs to increase member accessibility to primary care physicians. This could be partnerships with physician groups, increasing Proposers network or other programs.

78. How are PCPs in the Physician Directed Care network compensated for the medical services they provide?

79. How are specialists in the Physician Directed Care network compensated for the medical services they provide?

80. Describe Proposers ability to administer custom provider contracts and fee schedules that are different than Proposers contracted rates. For instance, if UT System has a custom fee schedule with one of the UT System medical facilities.

81. Does Proposer include bundled payment/episodes of care? If yes, please list name of procedure(s) and/or condition(s).

82. Describe Proposers high-performance network (HPN)/ narrow network / ACO / Alternative Network/ Alternative Product (collectively referred to "HPN" throughout remainder of questionnaire) within this market that Proposer is proposing for the Physician Directed Plan.

    - Are in-network benefits tiered? If yes, professional, hospital, or both?
    - is PCP selection Required?
    - If HPN is not offered in all markets, please describe how coverage is handled for split families/OOA dependents/traveling members outside of the HPN service area? Will a network be used, and if so which network?

83. Confirm the University of Texas physicians and facilities are in Proposer's network or will be in Proposer's network by September 1, 2025. What efforts will Proposer undertake to promote the utilization of UT institutions and providers? Discuss potential benefits to the UT Health institutions, the plan, and members.

84. Describe any new or creative network design Proposer offers which drives member engagement in the plan.

85. Describe any gated networks Proposer offers and what contracted discounts might be expected from this type of network.

86. If Proposer offers a gated PPO network, describe what services are automatically authorized versus those that must be authorized by Proposer.

87. Describe any relationships Proposer has with third party point solutions or strategic business partners.

88. Provide a detailed description of Proposers organization's Centers of Excellence (**COE**). Include a list of COEs in Proposers response as well as the following:

    a) The conditions / procedures covered;
    b) The volumes for the past 3 years (if available);
    c) Describe how patients access the network;
    d) Payment (and limits) for patient and caregiver travel;
    e) How care is coordinated with the patient's physician / PCP;
    f) The financial arrangement based on Proposers organization's provider contract including the average discount in comparison to the average prices in area markets;
    g) Any limitations that may hinder the ability to steer care to these facilities.

89. Describe Proposers organization's management of its telehealth program(s) and how effectiveness is measured. What processes are in place to oversee and ensure appropriateness of treatment? What outcomes, such as ER diversion, are monitored and how are they measured? What is the estimated ROI on Proposers organization's telemedicine program?

90. Describe the professional, general liability, malpractice, fidelity, etc., insurance requirements for each type of provider in Proposer's network.

91. Confirm that Proposer's provider contracts allow for compliance with all requirements of this RFP and the Contract. If not, describe.

92. Based on Proposer's Texas Book of Business using the network proposed herein for UT SELECT, provide the average percentage discount from billed charges to allowed amount (amount due from the Plans and Participants) for the various provider types and in total. The only items that should be excluded from this calculation are ineligible charges (e.g., duplicate charges, non-covered charges), claims in which Medicare is the primary payor, other COB claims and all claims paid to non-network providers (including those paid as in-network benefits).

% Discount – Texas			
Provider Type	**CY2022**	**CY2023**	**CY2024 (YTD)**
Physician			
Inpatient Facility			
Outpatient Facility			
Total			

Provide similar information for the network Proposer would use in the event that UT System decided to implement UT SELECT Physician Directed Care Plan with PCP.

93. For Proposer's Texas Book of Business, using the network proposed herein, provide Proposer's average **network utilization** percentage. Note: the utilization percentage should be based on provider status and not on how the benefit was determined. Do not include utilization of contracted non-network providers in the determination of the utilization percentage. Include any difference between the PPO and Physician Directed Plans.

94. Have Proposer's provider network discounts been evaluated and compared against those of other Contractors by an independent third party within the last two years? If so, provide a copy of the applicable documentation. A summary prepared by Proposer will not be considered adequate.

95. Does Contractor currently have contractual arrangements with non-network providers? If so, provide the following information concerning those contracts:

    a) Summarize the key provisions of those contracts related to participant access.

    b) Describe the reimbursement arrangements applicable to contracted non-network providers. Quantify the difference in reimbursement between (i) the level provided under these arrangements and (ii) network reimbursement for similar specialties in the same geographic region.

    c) Are contracted non-network providers allowed to balance bill for services?

    d) Provide a file in the format described in the related **APPENDIX ELEVEN** regarding provider accessibility and availability reporting for contracted non-network providers.

96. What percentage of UT SELECT claims for services provided by hospital-based physicians (radiologists, pathologists, anesthesiologists and ER) does Proposer expect to be provided by network providers? Include any difference between the PPO and Physician Directed Plans.

97. Describe initiatives to increase the number of network hospital-based providers as well as behavioral health providers.

98. Does Proposer maintain contractual relationships of any kind with health care providers other than those in managed care networks? If so, describe these relationships fully. UT System is particularly interested in contracts that guarantee discounted fees, no balance billing, etc. for UT SELECT participants using non-network providers. Are these networks considered wrap networks and does Proposer share in a percent of any savings associated with these networks? If Proposer uses a third-party Proposer to establish a wrap network, please describe the relationship with the third party and any discounts or shared savings. If applicable, do the wrap networks balance bill patients?

99. For shared savings, what shared savings services or programs are included? For example, are there programs for subrogation, hospital bill review, fraud and abuse? Please list additional programs as well in Proposers response. What about for OON shared savings options?

100. Does proposer have any contracts which are incompatible with administering the UT SELECT or UT SELECT Physician Directed Care Plan with PCP plan design? For example, are there any provider contracts which require paying the price of rental DME beyond what the purchase price of the item would be? Please identify any examples.

101. When determining network discount and utilization, what factors are used in this calculation?

102. Does Proposer network discount calculation exclude any claims? Identify any of the following that are excluded and include any applicable dollar thresholds:

    a) Medicare claims;
    b) Out-of-Network claims;
    c) Catastrophic claims;
    d) Claims where the paid amount equals the billed charges;
    e) Mental Health and substance abuse claims;
    f) Durable Medical Equipment and anesthesia;
    g) Subcontracted, rental or wrap network claims;
    h) Claims from contracting providers where the billed amount equals the allowed;
    i) Claims from non-contracting providers where the billed amount equals the allowed;
    j) Large claims;

k) Stop loss claims;

l) Specialty facilities;

m) Pathology;

n) Radiology;

o) Neonatology.

103. List any additional exclusions not identified in the previous item. What percentage of total claims do the excluded claims represent in Proposers book of business?

104. Is network utilization based on how a claim was paid or submitted?

105. Are the networks utilized in the disruption analysis identical to those utilized in the discount analysis? If no, detail the differences.

106. Does Proposer utilize capitated networks (ex. behavioral health)? If yes, does Proposer retain a percentage of the savings? If yes, what percentage? Include any difference between the PPO and Physician Directed Plans.

107. Does Proposer negotiate large balance bills on behalf of participants? If yes, does Proposer retain a percentage of the savings? If yes, what percentage? How are the savings and withhold tracked and reported?

108. In what situations may a participant be balance billed for costs exceeding the allowed amount?

109. Does Proposer retain a percent of savings related to duplicate claim denials?

110. Is Proposer willing to provide a quote without any shared savings?

111. When using GeoAccess, does Proposer use third-party networks such as subcontracted, rental or wrap networks. Are these types of networks included in Proposer disruption analysis?

112. Does Proposer have high performing providers in its network and if so, how does Proposer promote these high performing doctors to participants? Are there indicators in the provider director showing these providers are considered high performing? How does Proposer define “high performing?”

113. What is Proposer’s average utilization of Proposer’s high performing providers? Does Proposer have specific strategies for directing care to these providers?

114. Provide network utilization (based on dollars paid) for 2023, 2022 and 2021. Specifically identify what claims are included in the calculation for network utilization. Include any difference between the PPO and Physician Directed Plans.

115. Discuss how Proposer coordinates utilization management efforts with an affiliated PBM for the prescription plan versus with an unaffiliated PBM. How are utilization

management efforts, particularly with regard to specialty utilization, integrated and what efficiencies are gained when working with an affiliated PBM?

Provider Credentials

116. Describe the general credentialing and re-credentialing process and minimum criteria for all health care providers, including whether independent verification of hospital staff privileges, licenses, board certification, etc., is included and whether peer evaluation and on-site inspections are part of the process.

117. Provide copies of sample contracts used for each type of health care provider and each network location.

118. How does Proposer assure that a provider will make an adequate portion of the practice available to in-area participants?

119. Are Centers of Excellence utilized for the provision of certain high cost, highly specialized procedures? If so, confirm how Centers of Excellence facilities are selected and credentialed, where are they located, what procedures are referred to these facilities, etc. Does Proposer suggest a plan design wrapped around the use of Centers of Excellence for certain procedures?

120. Describe the professional liability insurance requirements for each type of health care provider in Proposer's network. What professional liability and general liability insurance coverages are required of Proposer hospitals and ambulatory surgery centers?

121. What is the average annual turnover rate for participating health care providers?

122. Discuss the current financial arrangements with network providers and what percent of the TPA's contracts are paid using one of the following methods:

Hospitals and other institutional providers:

Payment Method	**Percentage of Contracts**
Discount off charges	
Case rates, including but not limited to, episode based bundled payments	
Diagnostic Related Groups	
Per Diem	

Primary care physicians and specialists:

Payment Method	**Percentage of Contracts**
Capitation	
Fee Schedules	

Discount off charges	
Other	

Behavioral health providers (psychiatrists, psychologists, licensed clinical social worker, etc.):

Payment Method	**Percentage of Contracts**
Capitation	
Fee Schedules	
Discount off charges	
Other	

123. Describe any pay for performance initiatives Proposer has in place or will have in place by September 1, 2025. Include details related to the cost and quality metrics that are considered.

124. Discuss the various types of contractual stop-loss or other special reimbursement arrangements Proposer utilizes in connection with outlier claims incurred at a facility provider. Provide information concerning the prevalence of each type of arrangement, applicable thresholds, enhanced reimbursement rates, limitations and any other relevant information.

125. Provide a complete description of the development and maintenance processes for determining Proposer's separate allowable amount profiles for network and non-network physicians. How often are the profiles updated? Describe how Proposer's allowed amounts are calculated and reported. Include any assumptions, such as network efficiency, used in the calculation of allowed amounts.

126. Provide information concerning the most common out-of-network reimbursement bases used by Proposer in Texas?

- The information should be provided separately for facilities and professional providers.
- Among professional providers, the information should be provided separately for hospital-based and non-hospital based providers.
- Reimbursement should be expressed relative to Medicare reimbursement levels
- Reimbursement should be compared to that of similar network providers.

127. Describe the options available to UT System to reimburse out-of-network providers. Can Proposer vary out-of-network reimbursement by region and / or specialty?

128. Discuss the TPA's ability to administer unique financial reimbursement arrangements with providers, including, but not limited to, hospitals and physician

hospital organizations, that have different discounts from the TPA's current agreement.

129. Describe the utilization review and cost containment procedures conducted by network providers. Confirm that these are the responsibility of the providers and not the participants when care is rendered in-network.

130. What are the minimum time periods included in Proposer's health care provider contracts concerning:

    a) Provider's notice to not accept new patients?
    b) Provider's intent to terminate?
    c) Proposer's intent to terminate?
    d) Provider's required continuation of care to existing network participants following provider's termination from the network?

131. Furnish Proposer's established standards for access to appointments for 1) routine physicals, 2) office visits for illness, 3) urgent care, and 4) emergency care. For each of the above categories, in what percentage of cases does Proposer's organization satisfy the established access standard?

132. Describe Proposer's processes for monitoring:
    a) Adequacy of patient care;
    b) Appropriateness of utilization of health care services, including under-utilization as well as over-utilization;
    c) Adequacy of health care providers, participant access to health care providers, including your access standards for routine, urgent, and emergency;
    d) Health care provider satisfaction; and
    e) Adequacy of claims service.

Provider Accessibility

133. Describe the service area(s) currently covered by Proposer's managed care network. If the network service area does not presently include the entire State of Texas, discuss the process for extending the network service area to include the entire state and provide a time frame in which Proposer intends to complete this process.

134. Confirm that electronic documentation has been included with Proposer's response demonstrating that the proposed provider network contains a sufficient number of health care providers to serve UT SELECT participants as requested in the Scope of Work, including separate documentation for each of the following, with indication of any providers not currently accepting new patients: 1) primary care providers, 2) specialty care providers, 3) behavioral health providers and 4) hospitals.

135. If Proposer's network is not currently adequate to provide the access and services described herein, discuss the process for expanding the network, including how much expansion Proposer anticipates, and provide a timeframe for completing the expansion process.

136. Will provider networks in other areas of the country be available to UT SELECT participants living or visiting out of state? If so, specify the areas served by such networks.

137. Is Proposer approved by TDI for reciprocity arrangements? If yes, identify the locations approved and describe any such arrangements Proposer has in place.

138. Describe the methodology used to evaluate patient access to healthcare providers for each network.

139. How many family care physicians and specialty care physicians participate in Proposer's organization?

140. What percentage of each network's physicians are Board certified? Board eligible?

141. Confirm Proposer's ability to comply with UT System's requirement that in-network access be available for all UT SELECT participants at all UT System medical facilities (U. T. Health – Houston, U. T. Health - San Antonio, U. T. Health – Tyler, U.T. Health – Rio Grande Valley, U. T. Medical Branch – Galveston, U. T. M.D. Anderson Cancer Center, U. T. Southwestern Medical Center - Dallas, U.T. Austin Dell Medical School).

142. Describe how Proposer ensures that participants can get assistance with selecting a provider as needed.

Claims Administration

143. Provide a detailed description of Proposer's procedures for processing network provider claims.

144. Provide a detailed description of Proposer's procedures for processing claims for services rendered outside of the service area, including outside of the United States.

145. Provide details regarding how Proposer plans to meet UT System's requirement to provide a weekly claims invoice, including a proposed schedule of planned invoice dates for claims paid during the 2025-2026 plan year along with the reporting period that would be covered for each planned invoice.

146. Describe Proposer's procedure for processing direct (paper) claims. Discuss:
    f) Claims submitted by a participant;
    g) Claims submitted by a non-network provider;
    h) Application of online edits and plan design criteria to direct claims; and,
    i) Options for participants who submit paper claims to receive reimbursement (e.g. direct deposit, etc.).

147. For the claims office that would be processing claims for UT System participants, please provide the following statistics for all claims paid by Proposer for 2024:

	Company Standard	Actual Rate/Time
Claims payment accuracy rate		
Claims processing accuracy rate		
Financial accuracy rate		
Average turnaround time		

148. What percentage of claims are auto-adjudicated?

149. How many claims processor FTEs does Proposer anticipate assigning to serve UT participants?

150. Describe how COB claims are handled. Address how the cost of processing such claims compare with the processing cost for all other types of claims, as well as whether COB fees, if applicable, are applied on a per claim basis or as a single fee per claim form submitted (even when multiple services / dates of service are submitted on one form).

UT SELECT Medical and Medicare Plan Integration

151. Confirm that Proposer has the ability to administer benefits with an in-area classification for all Medicare-primary retirees, regardless of residential zip code, should UT System decide to implement such a change to the benefits structure.

152. Describe in detail Proposer's process for handling Medicare Secondary Payer (MSP) claims. Include how the vendor works with CMS, the process to resolve claims and offer assistance with any federal funding offsets that may have occurred as a result of CMS assuming UT SELECT was primary. Does Proposer maintain direct contact with CMS or their third-party administrator? How long has Proposer's MSP unit been supporting this area as part of Proposer's vendor agreements?

Customer Service & Account Management (5%)

Customer Service

153. Describe Proposer's overall customer service program. Discuss:

a) Days / hours of operation and location of call center(s) that will provide service to UT participants as well as after-hour calls handling and the number of telephone lines and support staff dedicated to customer service claims processing;
b) Separate toll free phone number for UT System participants;
c) Accessibility and support for hearing impaired, Spanish-speakers, support for other languages;

d) Handling of written inquiries, response method, standard response time;
e) Any other options to access customer service;
f) Any enhancements to customer service available when working with an affiliated PBM for the prescription plan versus with an unaffiliated PBM;
g) Any of Proposer's customer service features unique to the industry, including any use of artificial intelligence (AI) tools or services; and
h) Any major changes currently planned or anticipated for the customer service organization or facilities (e.g. moving to a different location, reorganizing, or merging units).

154. Discuss staffing and training for Proposer's Customer Service program. Include:
a) How the designated customer service team will be staffed;
b) Turnover rate for Proposer's non-management call center staff;
c) Training that customer service employees receive, including the length of time it takes to advance from training to qualified Customer Service Representative (CSR); and
d) How Proposer ensures that its CSRs are providing timely and accurate information on an ongoing basis.

155. Confirm whether Proposer's Customer Service staff and Clinical Review teams are concentrated in central locations or spread out geographically? If centrally located, describe any efficiencies and processes benefiting UT System and members when administering customer service, conducting pre-authorization reviews, and claims reviews for complex cases.

156. Describe any navigation / concierge / advocacy programs including discussion of:
a) A brief history of the services provided, including primary place of business, year established, and number of years offered;
b) The number of full-time employees focused on navigation / concierge / advocacy capabilities;
c) Proposer's top three (3) differentiators in this space; and
d) Role of clinical staff and the actions they take with members.

157. How does Proposer's member experience drive member engagement? Discuss:
a) How Proposer defines "member engagement";
b) How members are identified for outreach;
c) Strategies and differences for engaging new employees versus tenured employees; and
d) How member effort and participation is measured.

158. Describe how Proposer handles quality assurance for its Customer Service program. Discuss:

a) Monitoring of first-call resolution rates;
b) Process and policies for handling escalated, unresolved member inquiries;
c) Handling and escalation of customer service complaints including the complaint tracking system used and how long it has been in place;
d) Monitoring the adequacy of customer service and claims service including any surveys conducted in relation to these functions;

e) Ability to track and monitor customer service metrics for UT System account; and
f) Recording of phone calls, including percentage of calls recorded and criteria for recording, UT System access to listen to recordings as applicable, and how notification is made to all parties that conversations are being electronically recorded and stored.

159. Describe Proposer's data and information systems used for customer service. Discuss:

a) Customer service inquiry system and ability for CSRs to enter details, review previous notes, and view historical claims when assisting members;
b) Ability of participants to view their claims information online via Proposer's UT System-specific website;
c) Any efficiencies or enhanced offerings in this area when working with an affiliated PBM for the prescription plan;
d) OEB staff member access to enrollment and claims information (including clinical documentation and medical necessity criteria) for UT System participants so that specific claims can be reviewed and / or specific reporting requested;
e) Proposer's recommended process for ensuring UT System and institution HR and Benefits staff can request and receive assistance with escalated issues (e.g. a shared email inbox monitored by a small, designated high-level customer service team); and
f) Any changes that are planned or scheduled within the next thirty-six (36) months for Proposer's computer systems, including Customer Support changes, and timelines for when any planned changes will be implemented to the existing computer system.

Communications

160. Proposer and any subcontractors and strategic business partners must create materials which are ADA compliant in all forms of communication. Please confirm ADA compliance understanding and provide sample communication materials Proposer has concerning:
a) The merits of selecting an in-network provider;
b) Financial benefits to the member and to the plan when shopping for services through in-network providers.

161. How will Proposer communicate network changes regarding large provider groups to the System and participants? Provide a recent transition example, including any educational pieces made available to the plan sponsor and participants.

162. Explain in detail the services that will be available at no additional cost to UT System, including communications materials and participation of Proposer's personnel at employee / retiree meetings during annual enrollment periods.

163. Discuss Proposer's ability to offer participants multiple channels of access to plan information, including website and smart phone applications. Include any website or phone application privacy statements.

164. Describe any enhanced communication offerings when working with an affiliated PBM for the prescription plan versus an unaffiliated PBM.

165. What credits and allowances can Proposer offer for developing / funding communications initiatives or other plan feature initiatives?

Account Management

166. For September 1, 2025, UT will require one account team member dedicated to academic campuses and one account team member dedicated to the health research institutions to ensure specific needs of institutions are met. Please confirm, acknowledge, and describe how this individual would enhance the overall relationship between UT, the carrier and the academic institutions.

167. For the life of the contract, UT reserves the right to negotiate in good faith any account structure requirements that need change or improvement to meet the financial needs of the plan. Please confirm and acknowledge.

168. Briefly outline Proposer's account management philosophy and structure. Include information about how the team members are compensated by Proposer and address the following items:
    c) Location of the primary person responsible for Account Management associated with this contract;
    d) Notification procedures and timelines for any change in the dedicated Account Management Team, including efforts Proposer typically makes to discourage turnover of Account Management Team personnel responsible for oversight of major group accounts;
    e) The overall organization, location, and structure of the Account Management team that would provide ongoing program support for UT System under this contract, including a résumé for each team member listing current professional responsibilities and length of employment with Proposer;
    f) The number of other organizations the assigned Account Manager is currently servicing and the number of total participants represented by those organizations;
    g) Proposer's turnover rate over the past twelve (12) months for account manager / executive positions;
    h) Access to clinical experts via the Account Management team, as required by UT System.

169. Provide a list of individuals who will comprise Proposer's implementation team along with a résumé and complete contact information for each team member. Identify the individuals who will be primarily responsible for handling details related to each of the following categories:
    a) Information systems and technology, including specifically benefits programming, claims processing, and eligibility data processing;
    b) Customer service;
    c) Communication materials;
    d) Appeals process;
    e) Transitional benefits; and,

f) Financial functions, including payments and reconciliation.

170. Discuss how Proposer coordinates account management efforts with an affiliated PBM for the prescription plan versus with an unaffiliated PBM. How are account management services integrated and what efficiencies are gained when working with an affiliated PBM?

171. Discuss how Proposer reviews medical necessity to stay up-to-date with current best practice guidelines and compliance with federal and state mandates and how they will collaborate with OEB to review updates and incorporate approved changes into benefit changes, as needed.

Technical & Data Exchange (5%)

172. Describe the data handling and processing involved upon receipt of eligibility datasets from System. Discuss:

a) The processes in place to receive, audit, and load datasets along with the associated notifications to System and timeline for all phases; and
b) The ability to generate detailed error reports during the load process indicating which records have been accepted and which have been rejected along with reasons for any rejections.

173. What procedures and best practices does Proposer follow to harden all information systems that would interact with the service proposed, including any systems that would hold, process, or from which UT System data may be accessed?

174. Detail how encryption in transmission is used to ensure data security between applications (whether cloud or on premise) and during session state.

175. Explain the processes in place to compartmentalize job responsibilities of the Proposer's administrators from the responsibilities of other staff to ensure the principles of Least Privilege and Separation of Duties.

176. Explain how Proposer reliably deletes System data upon request or under the terms of the contractual agreement. Describe the evidence that is available and provided to System after data has been successfully deleted.

177. Confirm whether Proposer would derive any additional revenue from the sale or licensing of System's de-identified claims data to manufacturers or third-party data aggregators/vendors. If so, describe how such revenue would be passed through to System.

178. Discuss the staffing and capabilities of Proposer's technical team who would be responsible for managing information systems and data for the plan.

179. Discuss how Proposer coordinates data management and reporting efforts with an affiliated PBM for the prescription plan versus with an unaffiliated PBM. How are data management and reporting services integrated and what efficiencies are gained when working with an affiliated PBM?

180. Describe Proposer's process for implementing the initial plan design as well as the process by which Proposer would implement any subsequent changes to the benefit plan design. Discuss how much advance notice is required for a benefit design change to be made in Proposer's information system; routine testing procedures; and the integration of quality assurance processes.

181. Provide Information Security Requirements and Questions (ref. **APPENDIX SEVEN**).

182. Provide HECVAT (ref. **APPENDIX FOUR**)**.**

183. Provide HIPAA Questionnaire (Ref. **APPENDIX EIGHT**).

184. Provide additional information and attestation of Proposer's information security program (i.e. SOC2 TYPE 2, ISO27001, HITRUST, etc.)

5.6 Additional Questions Specific to this UT CARE Medicare Advantage Plan

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

Financial Requirements and Pricing (60%)

Provide a completed copy of **APPENDIX SIXTEEN B** (**UT CARE**).

Vendor Experience (5%)

1. Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP for the UT CARE Medicare Advantage (Open Access) plan.

   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 provided Medicare Advantage plans to System 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 the following:
   - Full legal name, address, telephone number, and URL for the corporate website.
   - Name, title, mailing address, telephone number, fax number, and email address for:
     - The Proposer's contact person for Services that will result from this RFP;

    - The person authorized to execute any contract(s) that may be awarded; and,
    - The person who will serve as Proposer's legal counsel.
- If applicable, a description of Proposer's parent company, as well as any subsidiaries and / or affiliates, including whether each is publicly or privately owned.
- Type of Incorporation (for-profit, not-for-profit, or nonprofit) and whether publicly or privately owned.
- Recent ratings and reports regarding Proposer issued by independent rating organizations or similar entities (e.g. Best's, Moody's, Standard & Poor's, etc.).
- Proposer's most recent NAIC annual statement and most recent audited financial statement.
- An organizational chart identifying who will be responsible for the administration and management of a contract with UT System should Proposer be selected as Contractor.
- Proposer's current certificate of authority, issued by the Texas Department of Insurance, to provide medical insurance services in the State of Texas.
- Date Medicare Advantage plans were first provided by the Proposer in the State of Texas.
- The Proposer's current State of Texas Contractor ID number (14-digit number).
- The Proposer's current SSAE No. 16 report

4. Provide Proposer's total Medicare Advantage enrollment as of December 1, 2022 and December 1, 2023. Provide a statement of Proposer's capacity to enroll new participants and the likelihood of any future limitations on enrollment.

5. Explain Proposer's previous experience in providing Medicare Advantage plan services for group benefits, as applicable, to groups of 35,000-50,000 or more, especially higher education institutions and governmental organizations.

6. Describe any litigation, regulatory proceedings, and / or investigations completed, pending or threatened against Proposer and / or any of its related affiliates, officers, directors, and any person or subcontractor performing any part of the services being requested in connection with the Contract during the past five (5) years. Identify the full style of each suit, proceeding or investigation, including county and state, regulatory body and/or federal district, and provide a brief summary of the matters in dispute, current status and resolution, if any.

7. Describe any investigations, proceedings, or disciplinary actions by any state regulatory agency against the Proposer and / or any of its related affiliates, officers, directors and any person or subcontractor performing any part of the services being requested in connection with Contract during the past five (5) years. Identify the full style of each suit, proceeding or investigation including county and state, regulatory body and/or federal district, and provide a brief summary of the matters in dispute, current status and resolution, if any.

8. Describe Proposer's regulatory oversight program and how the individual(s) in this area will monitor federal and state legislation affecting the delivery of medical benefits under the plan and report to UT on these issues in a timely fashion prior to the effective date of any mandated plan changes.

9. Provide information and a summary of any artificial intelligence (AI) used in the support of the services provided by Contractor, including the use of AI in customer facing tools, claims administration or adjudication functions, enrollment into System plan offerings, identification of security or privacy incidents, etc.

10. Provide a detailed description of the Proposer's HIPAA Privacy and Security Compliance programs as these would apply to System data. Include information related to any policies and practices developed to address the storage, handling, sharing, and creation of any confidential information.

11. Describe Proposer's HIPAA workforce training, new employee onboarding, and monitoring of compliance with HIPAA training.

12. Provide a link to the Proposer's HIPAA policies and Notice of Privacy Practices, including any website or web portal privacy notices.

13. Provide the name of Proposer's HIPAA privacy officer and a description of his or her qualifications.

14. Provide the name of Proposer's Chief Information Security Officer and a description of his or her qualifications.

Deviations (5%)

15. Identify any provision in Proposer's response that does not conform to the standards described in the RFP. For each deviation, provide the specific location in the response and a detailed explanation as to how the provision differs from RFP standards and why.

16. Confirm Proposer agrees to the following:
    a) Information provided in accordance with this RFP is the only information that may be submitted as part of your response.
    b) No additional documentation may be submitted (or incorporated by reference) unless specifically requested and/or approved by UT System.
    c) Any additional documentation provided by Proposer will not be reviewed, will not modify or condition Proposer's offer, and will not be incorporated into the contract unless specifically requested and/or approved by UT System.
    d) Any deviations from the requested terms and conditions in this RFP must be expressly stated within the space provided in this RFP.
    e) Any failure to comply with these requirements constitutes grounds for rejection of Proposer's response or any award of business already provided.

Operational Requirements (5%)

General Administration & Services

17. Describe Proposer's model for performing general administrative and operational services and include any use of artificial intelligence (AI) tools in the execution of the aforementioned.

18. Identify any outsourcing of services, location of administrative services and staff, turnover rate over the past two (2) years, and contingency plans for service interruptions.

19. Describe Proposer's quality assurance (QA) program. Provide the name of the designated senior executive responsible for the program.

20. Discuss how Proposer coordinates plan administration and services with an affiliated PBM for the prescription drug plan versus with an unaffiliated PBM. How are general plan administration and services integrated and what efficiencies are gained when working with an affiliated PBM?

21. Describe Proposer's processes for monitoring the adequacy of customer service, claims service, and provider and participant satisfaction. How often are surveys specific to these functions conducted?

22. List any entities with whom Proposer anticipates sharing or disclosing any PHI that Proposer will create or receive from (or on behalf of) UT System. State the general purpose for which the PHI will be shared or disclosed, and confirm that each entity will comply with requirements for business associates under HIPAA with regard to this PHI.

23. Describe the procedures and methodology in place to detect information security breaches and notify UT System and affected individuals in a manner that meets the requirements of HIPAA breach notification requirements.

24. System Specific Website

    a) Describe the architecture of the website and application used to view benefit information and Explanation of Benefits;
    b) Describe the authentication mechanisms to login to the website application;
    c) Describe the administrator level access to UT System data included in the website and application;
    d) Provide a data flow diagram
    e) Provide information and examples of how the use of AI tools support the website;
    f) Provide a privacy statement or policy for the website..

Cost Containment

25. Fully describe Proposer's cost-containment programs, including the specific areas listed under minimum requirements as well as any specialized or enhanced elements Proposer offers.

26. Describe how Proposer's data analyst team can work with UT on developing predictive models, perform statistical analysis, generate data reports, create performance metrics, perform segmentation and other advanced techniques to continuously improve UT CARE.

27. Please outline the claims overpayment recovery process.

28. After a review of the benefits of the plan, are there any specific benefits that would require "manual" intervention or cannot be adjudicated by the claim system? If yes, please provide which benefits and the process Proposer will have to verify claims are processing correctly (i.e., special processing team, specific audit parameters for manually processed benefits, etc.).

29. What is your process for managing and reviewing member appeals for service claims that are denied?

30. What claim editing software is used?

31. Describe Proposer's fraud prevention program in detail. Include how Proposer would communicate with the participant, physician, and UT System once a fraud or abuse issue has been identified.

32. Provide a detailed description of the utilization review program to be used in connection with UT CARE, including but not limited to the following details:

    a) If applicable, the name, address, and telephone number for any contracted third party providing utilization review services;

    b) The location and hours of operation of Proposer's utilization review facility or facilities;

    c) Confirmation as to whether licensed personnel are on duty at all utilization review facilities during all hours of operation;

    d) The types and numbers of licensed professionals and the number of support staff involved with the utilization review program;

    e) The credentials and qualifications required for utilization review nurses;

    f) The number of telephone lines associated with the utilization review program;

    g) A description of how the vendor ensures compliance with the statutory requirements concerning utilization review;

    h) The percentage of utilization review referral and authorization requests that are referred to Proposer's Medical Director;

    i) The methods used to establish utilization review protocols and the frequency of review for these protocols;

    j) The utilization review procedures utilized by network health care providers;

k) The process available to health care providers for the appeal of denied claims;

l) The types and frequency of utilization review reports that will be provided to UT System.

33. Provide a detailed description of how high-cost claimants are managed including but not limited to the following details:

    a) How members are identified including through analytics;

    b) What early intervention tools and resources are available to identify and help address members' conditions in order to avoid or limit the member from becoming a high cost claimant;

    c) What special programs are in place to help with the unique challenges posed by these individuals with significant health care needs?

34. What methods does Proposer use to drive utilization to the most cost efficient delivery channels? Will there be future methods implemented and if so, when?

35. How frequently does Proposer review utilization for new cost and trend drivers and what measures are in place to address emerging issues?

36. What measures does Proposer have in place to discourage inappropriate utilization of low value / high cost treatments or services?

Pharmaceutical Information

37. Discuss how Proposer coordinates cost containment efforts with an affiliated PBM for the prescription plan versus with an unaffiliated PBM. How are cost containment efforts integrated and what efficiencies are gained when working with an affiliated PBM?

38. Describe your organization's process for negotiating discounts on the cost of high cost specialty drugs dispensed in an inpatient setting.

Performance Monitoring

39. Describe in detail Proposer's philosophy and priorities in establishing performance standards and associated penalties. Be sure to address the key required areas noted in the minimum requirements and discuss any other areas the Proposer believes are appropriate for monitoring as a reflection of successful overall performance.

40. Confirm Proposer, per the minimum requirements for performance standards, any performance penalties paid late must include corresponding CPI to the plan. Total payment owed for late penalty payments will be penalty fee equivalent to the total amount x CPI.

41. The preferred methodology is that performance guarantees are assessed quarterly pay out annually and that vendors pay out for any missed quarters even if they

pass the metric for the entire year. Please confirm your agreement with this methodology.

42. Describe performance monitoring for HIPAA violations including addressing violations of HIPAA compliance measures, Proposer's policies for confidential data handling, and discipline of employees for violations of such policies.

43. Describe Proposer's standard reporting package along with any unique reporting capabilities that distinguish Proposer from other potential respondents.

Wellness / Condition Management

44. For January 1, 2026, UT will require an account team member be designated to support UT's wellness program directly and as a liaison between the medical contractor, prescription PBM contractor, the wellness platform, OEB and any strategic business partners. Please confirm and acknowledge and describe how this individual would enhance the overall performance of the wellness program.

45. Describe how Proposer coordinates efforts between medical and pharmacy clinical care management teams, including any differences when working with an affiliated PBM for the prescription plan versus an unaffiliated PBM. Discuss any opportunities to improve collaboration when managing employees with specific diagnoses or therapeutic categories.

46. Detail Proposer's current wellness and condition management programs that are designed to improve the health and well-being of all individuals, including high-risk, healthy and low-risk individuals. Address the areas below and include a description of how the clinical resources work together to achieve better health choices and health outcomes:
    a) A listing and description of all clinical programs including whether each program is managed directly by Proposer or provided by a subcontractor;
    b) How eligible members are identified and contacted, participation rates, and health outcomes for participants for all programs;
    c) How these programs would be integrated with other wellness and condition management programs that UT System offers;
    d) Any future programs that will be implemented and when;
    e) Proposer's ability to offer Silver Sneakers (for retirees age 50+).

47. Which of the programs listed in **Question 46** are considered standard offerings and are included with the plan versus which programs are available only by buy-up?

48. Provide an assessment of the ROI associated with Proposer's wellness programs, including details regarding the timing of measurable returns. Discuss how assessment of ROI informs decisions about Proposer's ongoing investment in wellness programs, including defining scope and objectives, expectations regarding participation, reporting efforts, etc.

49. Describe the specific steps that Proposer would take and the criteria that would be used to help an employer establish value-based benefit design. Describe in detail Proposer's capabilities to assist with evaluating VBBD. Address the following:

    a) Aggregating medical and pharmacy claims data, mining the data for VBBD opportunities, and modeling the impact of VBBD plan options;
    b) Including additional data in the overall analysis, personal health assessment survey results; and
    c) Providing a comprehensive assessment of the results of the data analysis described above and assisting with interpreting those results.

50. Detail any specific mechanisms used to assure that different units of Proposer, the plan sponsor, and other UT Benefits plan Contractors all coordinate to offer a smooth-running VBBD plan. Provide a brief description (no more than 500 words) of the processes in place at Proposer that integrate data from multiple sources (e.g., medical and pharmacy claims, completed health risk assessments, diagnostic test results, etc.) in support of disease management and overall wellness efforts.

51. Describe key changes made to any aspect of Proposer's wellness and condition management programs during the past year as well as any changes planned over the next two (2) years.

52. Discuss Proposer's reporting capabilities, including but not limited to participation, sustained engagement, health outcomes, savings, etc. at a plan and institution level, in the context of supporting ongoing wellness and condition management efforts. Confirm member enrollment in point solutions offerings (or with strategic business partners) can be renewed every plan year with a new application form to ensure engagement and effective utilization of plan resources. Confirm how Proposer defines engagement and provide sample reports that demonstrate the Proposer's reporting capabilities in relation to wellness and other care management.

53. In addition to the benefits currently offered as part of the UT CARE Medical plan, describe opportunities to assist an individual in addressing areas of need under a social determinant of health factor.

54. Describe Proposer's ability to provide an online health and well-being portal (platform) to eligible plan members, including a health risk assessment, data integration and reporting capabilities, portal administrative services and technical support.

Benefit & Network Administration (15%)

General Network Issues

55. For January 1, 2026, UT will require an account team member be designated as a provider relations contact that OEB can use for network matters, specifically as they pertain to UT providers and facilities, and for other network matters. Individual must have a broad knowledge of the Texas network, legislative matters and

general political awareness working with a state program. Please acknowledge and describe how this individual would enhance the overall relationship between OEB, the carrier and providers.

56. Describe Proposer's network management operations. If Proposer's organization contracts with a network management company or leases the network from another entity, provide details of that arrangement.

57. Confirm the University of Texas physicians and facilities are in Proposer's network or will be in Proposer's network by September 1, 2025. What efforts will Proposer undertake to promote the utilization of UT institutions and providers? Discuss potential benefits to the UT Health institutions, the plan, and members.

58. Describe any new or creative network design Proposer offers which drives member engagement in the plan.

59. Provide a detailed description of your organization's Centers of Excellence (COE). Include a list of COEs in your response as well as the following:

    a) The conditions / procedures covered;
    b) The volumes for the past 3 years (if available);
    c) Describe how patients access the network;
    d) Payment (and limits) for patient and caregiver travel;
    e) How care is coordinated with the patient's physician / PCP;
    f) The financial arrangement based on your organization's provider contract including the average discount in comparison to the average prices in area markets;
    g) Any limitations that may hinder the ability to steer care to these facilities.

60. Describe your organization's management of its telehealth program(s) and how effectiveness is measured. What processes are in place to oversee and ensure appropriateness of treatment? What outcomes, such as ER diversion, are monitored and how are they measured?

61. Describe the professional, general liability, malpractice, fidelity, etc., insurance requirements for each type of provider in Proposer's network.

62. Confirm that Proposer's provider contracts allow for compliance with all requirements of this RFP and the Contract.

63. For Proposer's Texas Book of Business using the network proposed herein provide Proposer's average **network utilization** percentage. Note: the utilization percentage should be based on provider status and not on how the benefit was determined. Do not include utilization of contracted non-network providers in the determination of the utilization percentage.

64. Does Proposer currently have contractual arrangements with non-network providers? If so, provide the following information concerning those contracts:

    a) Summarize the key provisions of those contracts related to participant access.

b) Describe the reimbursement arrangements applicable to contracted non-network providers. Quantify the difference in reimbursement between (i) the level provided under these arrangements and (ii) network reimbursement for similar specialties in the same geographic region.

c) Are contracted non-network providers allowed to balance bill for services?

d) Provide a file in the format described in the related **APPENDIX ELEVEN** regarding provider accessibility and availability reporting for contracted non-network providers.

65. What percentage of UT CARE claims for services provided by hospital-based physicians (radiologists, pathologists, anesthesiologists and ER) does Proposer expect to be provided by network providers?

66. Describe initiatives to increase the number of network hospital-based providers as well as behavioral health providers.

67. Does Proposer maintain contractual relationships of any kind with health care providers other than those in managed care networks? If so, describe these relationships fully. UT System is particularly interested in contracts that guarantee discounted fees, no balance billing, etc. for UT CARE participants using non-network providers. Are these networks considered wrap networks and does Proposer share in a percent of any savings associated with these networks? If Proposer uses a third party Proposer to establish a wrap network, please describe the relationship with the third party and any discounts or shared savings. If applicable, do the wrap networks balance bill patients?

68. Does proposer have any contracts which are incompatible with administering the UT CARE plan design? For example, are there any provider contracts which require paying the price of rental DME beyond what the purchase price of the item would be? Please identify any examples.

69. In what situations may a participant be balance billed for costs exceeding the allowed amount?

70. Does Proposer have high performing providers in its network and if so, how does Proposer promote these high performing doctors to participants? Are there indicators in the provider director showing these providers are considered high performing? How does Proposer define “high performing?”

71. What is Proposer’s average utilization of Proposer’s high performing providers? Does Proposer have specific strategies for directing care to these providers?

72. Discuss how Proposer coordinates utilization management efforts with the PBM for the prescription plan. How are utilization management efforts, particularly with regard to specialty utilization, integrated and what efficiencies are gained when working with an affiliated PBM?

73. Describe Proposers process for reasserting potential enrollees for coverage after the initial attempt resulted in the inability to enroll in Medicare due to not meeting a federal requirement.

Provider Credentials

74. Describe the general credentialing and re-credentialing process and minimum criteria for all health care providers, including whether independent verification of hospital staff privileges, licenses, board certification, etc., is included and whether peer evaluation and on-site inspections are part of the process.

75. Provide copies of sample contracts used for each type of health care provider and each network location.

76. How does Proposer assure that a provider will make an adequate portion of the practice available to in-area participants?

77. Are Centers of Excellence utilized for the provision of certain high cost, highly specialized procedures? If so, confirm how Centers of Excellence facilities are selected and credentialed, where are they located, what procedures are referred to these facilities, etc. Does Proposer suggest a plan design wrapped around the use of Centers of Excellence for certain procedures?

78. Describe the professional liability insurance requirements for each type of health care provider in Proposer's network. What professional liability and general liability insurance coverages are required of Proposer hospitals and ambulatory surgery centers?

79. What is the average annual turnover rate for participating health care providers?

80. What are the minimum time periods included in Proposer's health care provider contracts concerning:

    a) Provider's notice to not accept new patients?
    b) Provider's intent to terminate?
    c) Proposer's intent to terminate?
    d) Provider's required continuation of care to existing network participants following provider's termination from the network?

81. Furnish Proposer's established standards for access to appointments for 1) routine physicals, 2) office visits for illness, 3) urgent care, and 4) emergency care. For each of the above categories, in what percentage of cases does Proposer's organization satisfy the established access standard?

82. Describe Proposer's processes for monitoring:

    a) Adequacy of patient care;
    b) Appropriateness of utilization of health care services, including under-utilization as well as over-utilization;
    c) Adequacy of health care providers, participant access to health care providers, including your access standards for routine, urgent, and emergency;
    d) Health care provider satisfaction; and
    e) Adequacy of claims service.

Provider Accessibility

83. Describe the service area(s) currently covered by Proposer's managed care network. If the network service area does not presently include the entire State of Texas, discuss the process for extending the network service area to include the entire state and provide a time frame in which Proposer intends to complete this process.

84. Confirm that electronic documentation has been included with Proposer's response demonstrating that the proposed provider network contains a sufficient number of health care providers to serve UT CARE participants as requested in the Scope of Work, including separate documentation for each of the following, with indication of any providers not currently accepting new patients: 1) primary care providers, 2) specialty care providers, 3) behavioral health providers and 4) hospitals.

85. If Proposer's network is not currently adequate to provide the access and services described herein, discuss the process for expanding the network, including how much expansion Proposer anticipates, and provide a timeframe for completing the expansion process.

86. Will provider networks in other areas of the country be available to UT CARE participants living or visiting out of state? If so, specify the areas served by such networks.

87. Describe Proposer strategies to address network or provider type insufficiency.

88. Are there any known large health care provider groups that do not accept the coverage provided in Proposer's response?

89. Is Proposer approved by TDI for reciprocity arrangements? If yes, identify the locations approved and describe any such arrangements Proposer has in place.

90. Describe the methodology used to evaluate patient access to healthcare providers for each network.

91. How many family care physicians and specialty care physicians participate in Proposer's organization?

92. What percentage of each network's physicians are Board certified? Board eligible?

93. Confirm Proposer's ability to comply with UT System's requirement that in-network access be available for all UT CARE participants at all UT System medical facilities (U. T. Health – Houston, U. T. Health - San Antonio, U. T. Health – Tyler, U.T. Health – Rio Grande Valley, U. T. Medical Branch – Galveston, U. T. M.D. Anderson Cancer Center, U. T. Southwestern Medical Center - Dallas, U.T. Austin Dell Medical School).

94. Describe how Proposer ensures that participants can get assistance with selecting a provider as needed.

Claims Administration

95. Provide a detailed description of Proposer's procedures for processing network provider claims.

96. Describe Proposer's procedure for processing direct (paper) claims. Discuss:

    a) Claims submitted by a participant;
    b) Claims submitted by a non-network provider;
    c) Application of online edits and plan design criteria to direct claims; and,
    d) Options for participants who submit paper claims to receive reimbursement (e.g. direct deposit, etc.).

97. For the claims office that would be processing claims for UT System participants, please provide the following statistics for all claims paid by Proposer for 2023:

	Company Standard	**Actual Rate/Time**
Claims payment accuracy rate		
Claims processing accuracy rate		
Financial accuracy rate		
Average turnaround time		

98. What percentage of claims are auto-adjudicated?

99. How many claims processor FTEs does Proposer anticipate assigning to serve UT participants?

100. Describe how COB claims are handled. Address how the cost of processing such claims compare with the processing cost for all other types of claims, as well as whether COB fees, if applicable, are applied on a per claim basis or as a single fee per claim form submitted (even when multiple services / dates of service are submitted on one form).

Customer Service & Account Management (5%)

Customer Service

101. Describe Proposer's overall customer service program. Discuss:

    a) Days / hours of operation and location of call center(s) that will provide service to UT participants as well as after-hour calls handling and the number of

telephone lines and support staff dedicated to customer service claims processing;
b) Separate toll free phone number for UT System participants;
c) Accessibility and support for hearing impaired, Spanish-speakers, support for other languages;
d) Handling of written inquiries, response method, standard response time;
e) Any other options to access customer service;
f) Any enhancements to customer service available when working with an affiliated PBM for the prescription plan versus with an unaffiliated PBM;
g) Any of Proposer's customer service features unique to the industry, including any use of artificial intelligence (AI) tools or services; and
h) Any major changes currently planned or anticipated for the customer service organization or facilities (e.g. moving to a different location, reorganizing, or merging units).

102. Discuss staffing and training for Proposer's Customer Service program. Include:

a) How the designated customer service team will be staffed;
b) Turnover rate for Proposer's non-management call center staff;
c) Training that customer service employees receive, including the length of time it takes to advance from training to qualified CSR; and
d) How Proposer ensures that its CSRs are providing timely and accurate information on an ongoing basis.

103. Confirm whether Proposer's Customer Service staff and Clinical Review teams are concentrated in central locations or spread out geographically? If centrally located, describe any efficiencies and processes benefiting UT System and members when administering customer service, conducting pre-authorization reviews, and claims reviews for complex cases.

104. Describe any navigation / concierge / advocacy programs Proposer is including. Discuss:

a) A brief history of the services provided, including primary place of business, year established, and number of years offered;
b) The number of full-time employees focused on navigation / concierge / advocacy capabilities;
c) Proposer's top three (3) differentiators in this space; and
d) Role of clinical staff and the actions they take with members.

105. How does Proposer's member experience drive member engagement? Discuss:

a) How Proposer defines "member engagement";
b) How members are identified for outreach;
c) Strategies and differences for engaging new employees versus tenured employees; and
d) How member effort and participation is measured.

106. Describe how Proposer handles quality assurance for its Customer Service program. Discuss:

a) Monitoring of first-call resolution rates;
b) Process and policies for handling escalated, unresolved member inquiries;
c) Handling and escalation of customer service complaints including the complaint tracking system used and how long it has been in place;
d) Monitoring the adequacy of customer service and claims service including any surveys conducted in relation to these functions;
e) Ability to track and monitor customer service metrics for UT System account; and
f) Recording of phone calls, including percentage of calls recorded and criteria for recording, UT System access to listen to recordings as applicable, and how notification is made to all parties that conversations are being electronically recorded and stored.

107. Describe Proposer's data and information systems used for customer service. Discuss:

a) Customer service inquiry system and ability for CSRs to enter details, review previous notes, and view historical claims when assisting members;
b) Ability of participants to view their claims information online via Proposer's UT System-specific website;
c) Any efficiencies or enhanced offerings in this area when working with an affiliated PBM for the prescription plan;
d) OEB staff member access to claims information for UT System participants so that specific claims can be reviewed and / or specific reporting requested;
e) Potential for OEB staff to obtain view-only access to member eligibility system;
f) Proposer's recommended process for ensuring UT System and institution HR and Benefits staff can request and receive assistance with escalated issues (e.g. a shared email inbox monitored by a small, designated high-level customer service team); and
g) Any changes that are planned or scheduled within the next thirty-six (36) months for Proposer's computer systems, including Customer Support changes, and timelines for when any planned changes will be implemented to the existing computer system.

Communications

108. Proposer and any subcontractors and strategic business partners must create materials which are ADA compliant in all formats. Please confirm ADA compliance understanding and provide sample communication materials Proposer has concerning:

a) The merits of selecting an in-network provider;
b) Financial benefits to the member and to the plan when shopping for services through in-network providers.

109. How will Proposer communicate network changes regarding large provider groups to the System and participants? Provide a recent transition example, including any educational pieces made available to the plan sponsor and participants.

110. Explain in detail the services that will be available at no additional cost to UT System, including communications materials and participation of Proposer's personnel at employee / retiree meetings during annual enrollment periods.

111. Discuss Proposer's ability to offer participants multiple channels of access to plan information, including website and smart phone applications. Include any website or phone application privacy statements.

112. Describe any enhanced communication offerings when working with an affiliated PBM for the prescription plan versus an unaffiliated PBM.

113. What credits and allowances can Proposer offer for developing / funding communications initiatives or other plan feature initiatives?

Account Management

114. For January 1, 2026, UT will require one account team member dedicated to the UT CARE plan to ensure the specific needs of UT are met and receive appropriate attention. The individual should be a member of the overall UT account management team and report to the SELECT and CARE UT account management lead. Please confirm and acknowledge and describe how this individual would enhance the overall relationship between UT and the Carrier.

115. For the life of the contract, UT reserves the right to negotiate in good faith any account structure requirements that need change or improvement to meet the financial needs of the plan. Please confirm and acknowledge.

116. Briefly outline Proposer's account management philosophy and structure. Include information about how the team members are compensated by Proposer and address the following items:
    a) Location of the primary person responsible for Account Management associated with this contract;
    b) Notification procedures and timelines for any change in the dedicated Account Management Team, including efforts Proposer typically makes to discourage turnover of Account Management Team personnel responsible for oversight of major group accounts;
    c) The overall organization, location, and structure of the Account Management team that would provide ongoing program support for UT System under this contract, including a résumé for each team member listing current professional responsibilities and length of employment with Proposer;
    d) The number of other organizations the assigned Account Manager is currently servicing and the number of total participants represented by those organizations;
    e) Proposer's turnover rate over the past twelve (12) months for account manager / executive positions;
    f) Access to clinical experts via the Account Management team, as required by UT System.

117. Provide a list of individuals who will comprise Proposer's implementation team along with a résumé and complete contact information for each team member.

Identify the individuals who will be primarily responsible for handling details related to each of the following categories:

a) Information systems and technology, including specifically benefits programming, claims processing, and eligibility data processing;
b) Customer service;
c) Communication materials;
d) Appeals process;
e) Transitional benefits; and,
f) Financial functions, including payments and reconciliation.

118. Discuss how Proposer coordinates account management efforts with an affiliated PBM for the prescription plan versus with an unaffiliated PBM. How are account management services integrated and what efficiencies are gained when working with an affiliated PBM?

Technical & Data Exchange (5%)

119. Describe the data handling and processing involved upon receipt of eligibility datasets from System. Discuss:

    a) The processes in place to receive, audit, and load datasets along with the associated notifications to System and timeline for all phases; and
    b) The ability to generate detailed error reports during the load process indicating which records have been accepted and which have been rejected along with reasons for any rejections.

120. Fully describe the MBI validation process used by Proposer to validate the Medicare Beneficiary Identifier, as well as the follow up reporting processes to be used with UT for reporting discrepancies.

121. Describe the enrollment reconciliation process performed by MA Carrier to identify any data discrepancies between MA Carrier and UT as well as between MA Carrier and CMS.

122. Describe MA Carrier's standard age-in eligibility process.

123. What procedures and best practices does Proposer follow to harden all information systems that would interact with the service proposed, including any systems that would hold, process, or from which UT System data may be accessed?

124. Detail how encryption in transmission is used to ensure data security between applications (whether cloud or on premise) and during session state.

125. Explain the processes in place to compartmentalize job responsibilities of the Proposer's administrators from the responsibilities of other staff to ensure the principles of Least Privilege and Separation of Duties.

126. Explain how Proposer reliably deletes System data upon request or under the terms of the contractual agreement. Describe the evidence that is available and provided to System after data has been successfully deleted.

127. Confirm whether Proposer would derive any additional revenue from the sale or licensing of System's de-identified claims data to manufacturers or third-party data aggregators/vendors. If so, describe how such revenue would be passed through to System.

128. Discuss the staffing and capabilities of Proposer's technical team who would be responsible for managing information systems and data for the plan.

129. Discuss how Proposer coordinates data management and reporting efforts with an affiliated PBM for the prescription plan versus with an unaffiliated PBM. How are data management and reporting services integrated and what efficiencies are gained when working with an affiliated PBM?

130. Describe Proposer's process for implementing the initial plan design as well as the process by which Proposer would implement any subsequent changes to the benefit plan design. Discuss how much advance notice is required for a benefit design change to be made in Proposer's information system; routine testing procedures; and the integration of quality assurance processes.

131. Provide Information Security Requirements and Questions (ref. **APPENDIX SEVEN**).

132. Provide HECVAT (ref. **APPENDIX FOUR**)**.**

133. Provide HIPAA Questionnaire (ref. **APPENDIX EIGHT**).

134. Provide additional information and attestation of Proposer's information security program (i.e. SOC2 TYPE 2, ISO27001, HITRUST, etc.).

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _____
(Proposer Name)

To: The University of Texas System

RFP No.: 720-2507 - Third Party Administration of UT SELECT medical Plan and UT CARE Medicare Advantage Plan

Ladies and Gentlemen:

Having examined specifications and requirements of this RFP (including attachments), the undersigned proposes to furnish Work upon the pricing terms quoted below. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP.

6.1 Term of Agreement

University anticipates that the term of the Agreement may be up to 6 years with the initial term of the Agreement proposed to begin on Sept. 1, 2025, and proposed to expire on Aug. 31, 2028. University may elect to renew the Agreement for up to one (1) additional three (3) year term.

6.2 By my signature below, I hereby certify that:

- I confirm that Proposer responses to questions in **APPENDIX SIXTEEN A & B,** UT Select Financial Requirements and Pricing and UT CARE Financial Requirements and Pricing, are valid and accurate.

6.3 Discounts

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

6.4 Schedule of Deliverables

Proposer must submit the following deliverables to System no later than the dates shown for each item.

Deliverable	Due Date
Audited Financial Statements for the two (2) most recent fiscal years	1/6/2025
If applicable, **Sponsor or Parent Organization's Audited Financial Statements** for the two (2) most recent fiscal years	1/6/2025
Price Proposal, including Provider Reimbursement Response	1/6/2025

Provider Network (per instructions and format provided in **APPENDIX TWELVE**)	1/6/2025
GeoAccess Reporting	1/6/2025
Quality Assurance Policies and Procedures	1/6/2025
Most recent customer service, claims service, provider satisfaction, and participant satisfaction **Survey Results**	1/6/2025
Sample Reporting Package	1/6/2025
Proposed Performance Standards and Penalties	1/6/2025
Sample Claim Form	1/6/2025
Sample EOB	1/6/2025
Sample Claims Analytics/Reporting	1/6/2025
Drafts of **Annual Enrollment Materials**	1/6/2025
Drafts of **New Enrollee Communication Materials**	2/1/2024
Schedule Initial Implementation Meeting (date, time and location)	02/15/2025
Hold Initial Implementation Meeting including designated implementation and account management contacts	3/01/2025
Distribution of final Annual Enrollment materials to Institution Benefit Offices	06/01/2025
System-specific plan website available for testing	06/01/2025
Testing of automated transmission of claims data and electronic Fee Billing Invoice	06/01/2025
Setup of SFTP procedures and authorizations for eligibility data exchange	06/19/2025
System-specific website ready for use	06/23/2025
Begin testing transmission of eligibility data	07/10/2025
Distribution of new employee materials to the Institution Benefit Offices	08/01/2025
Begin **testing of eligibility error dataset transmission** from Contractor	08/09/2025
First transfer of new plan year enrollment data to the Contractor	08/11/2025

Production launch of automated transmission of claims data and electronic Fee Billing Invoice	10/11/2025

6.5 Delivery Schedule of Events and Time Periods

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

_____ Calendar Days

6.6 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: _____

SECTION 7

INFORMATION SECURITY REQUIRMENTS ATTESTATION

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.:

This completed document, signed by Proposer's designated Chief Information Security Officer (CISO) or equivalent is attestation that Proposer will be able to meet UT System Information Security Requirements in **APPENDIX SEVEN** and that the answers to questions in **APPENDIX SEVEN, APPENDIX EIGHT,** and **APPENDIX FOUR** are valid and accurate.

By my signature below, I hereby certify that:

- I have the necessary authority to execute this agreement between my Agency and UT System.
- I have read, understand and confirm that Proposer is able to comply with all of the terms and conditions of UT System Information Security Requirements in **APPENDIX SEVEN**.
- I confirm that Proposer responses to questions in **APPENDIX SEVEN, APPENDIX EIGHT,** and **APPENDIX FOUR** are valid and accurate.
- Post award, I agree that Proposer will comply with UT System Information Security Requirements in **APPENDIX SEVEN**.

Proposer: _____

By: _____
(Authorized Signature of Chief Information Security Officer or Equivalent)

Name: _____

Title: _____

Date: _____

APPENDIX ONE

PROPOSAL REQUIREMENTS

TABLE OF CONTENTS

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 services to be performed, the detailed requirements of services to be provided, and the conditions under which 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 attached to this RFP as **APPENDIX TWO**, and otherwise acceptable to University in all respects (**Agreement**).

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**). 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. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5.5 and 5.6**), [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 Work, and University has made no representation, written or oral, that any particular scope of work 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 5.5 and 5.6**). 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** and **APPENDIX SIXTEEN A & B**), 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 Work; 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 Work 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 Work 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***. RFP No. (ref. **Title Page**) and Submittal Deadline (ref. **Section 2.1**) 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 the HUB Subcontracting Plan (also called the HSP) as required by **Section 2.5**.

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**. University will not accept proposals submitted by email, 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 Work 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 Work.

2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.

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 Work.

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, UT SYSTEM, 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 (1) ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE PERFORMANCE, EXECUTION OR SUBMISSION OF THIS RFP OR (2) PROPOSER'S PERFORMANCE UNDER 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 2271, *Texas Government Code*, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

2.1.14 Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

2.1.15 Pursuant to Chapter 2274, *Texas Government Code*,, Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.

2.1.16 Pursuant to Chapter 2276, *Texas Government Code*, Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.

2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code (enacted by SB 968, 87th Texas Legislature, Regular Session (2021))*, Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. Proposer acknowledges any contract or agreement resulting from this RFP 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 UT System, 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 UT System 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 **Certification Required by Texas Governor Executive Order GA-48.** Pursuant to Executive Order GA-48 of the Governor of Texas effective November 19, 2024, Contractor certifies that it and, if applicable, any of its holding companies or subsidiaries, is not:

a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
b. Listed in Section 1260H of the 2021 NDAA; or
c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

2.11 **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.

2.13 Proposer Compliance and Warranty Relating to Cloud Computing Services. The Texas Department of Information Resources (**DIR**) has established and implemented a state risk and authorization management program providing a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services (**CCSs**) that process (including storing or transmitting) the data of Texas state agencies (**TX-RAMP**). The requirements of TX-RAMP include Section 2054.0593 of the *Texas Government Code*, Title 1, Rule 202.77 of the *Texas Administrative Code*, and DIR's TX-RAMP Manual.

Proposer represents and warrants that throughout the term of any Agreement resulting from this RFP it will comply with the requirements of TX-RAMP and that all CCSs subject to TX-RAMP will comply with the requirements of and be certified under TX-RAMP. The CCSs subject to TX-RAMP include those provided by Proposer either through such an Agreement or in furtherance of such an Agreement, including CCSs provided through Proposer's subcontractors or third-party providers. A CCS used in furtherance of an Agreement includes a CCS that Proposer or its subcontractors or third-party providers use to process (including storing or transmitting) University data, even if the University itself does not access or use that CCS.

Proposer's subcontractors or third-party providers responsible solely for servicing or supporting a CCS provided by Proposer or another Proposer subcontractor or third-party provider shall not be required to provide evidence of TX-RAMP certification; instead, Proposer will be responsible for providing such evidence. The list of current TX-RAMP certified CCSs and DIR's TX-RAMP Manual are set forth at https://dir.texas.gov/txramp.

Proposer understands and agrees that the University may not enter into or renew a contract with Proposer to purchase CCSs that are subject to TX-RAMP unless Proposer demonstrates compliance with TX-RAMP requirements. Proposer acknowledges that any Agreement resulting from this RFP may be terminated and payment withheld if Proposer does not comply with TX-RAMP or this Section.

Proposer's representations, warranties, and obligations under this Section 2.15 include any CCSs that are identified by Proposer in its response to Option 2 in Section 3.2.5 of Appendix One.**]**

2.14 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.: 720-2507 - Third Party Administration of UT SELECT medical Plan and UT CARE Medicare Advantage Plan

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 Work

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.

3.2.5 Proposer must select, and if necessary complete, one of the following two options regarding cloud computing services ("CCSs"):

_____ **OPTION 1:** Proposer represents and warrants that it will not provide any CCSs either through this Agreement or in furtherance of this Agreement, as provided in Section 2.15 of Appendix One.

_____ **OPTION 2:** Proposer represents and warrants that it will provide the following CCSs either through this Agreement or in furtherance of this Agreement, as provided in Section 2.15 of Appendix One:

_____
_____
_____

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 Name)

To: The University of Texas System

Ref.: Third Party Administration of UT SELECT medical Plan and UT CARE Medicare Advantage Plan
RFP No.: 720-2507

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (*initial blanks for any Addenda issued*).

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

ACCESS BY INDIVIDUALS WITH DISABILITIES

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 in 1 TAC Chapter 213 and 1 TAC §206.70 (ref. Subchapter M, Chapter 2054, *Texas Government Code*). To the extent Contractor becomes aware the 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 the EIRs satisfy the EIR Accessibility Warranty or (2) replace the 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. Contractor will provide all assistance and cooperation necessary for performance and documentation of accessibility testing, planning, and execution criteria conducted by University or University's third party testing resources, as required by 1 TAC §213.38(g).

APPENDIX FOUR

HIGHER EDUCATION VENDOR ASSESSMENT TOOL (HECVAT)

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX FIVE

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/data/forms/1295/1295.pdf) 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.**

CERTIFICATE OF INTERESTED PARTIES **FORM 1295**

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.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **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 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT** 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

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 4/8/2016

APPENDIX SIX

ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

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

University is primarily a Microsoft products environment.

Accessibility Information

Proposer must provide the following accessibility information for the electronic and information resources (**EIRs**)1 products or services proposed by Proposer, where applicable, through one or more of the following methods, as required by 1 TAC §213.38(b):

(A) inclusion in its proposal of (or URLs to) manufacturer pages of completed Voluntary Product Accessibility Templates (**VPATs**)2 or accessibility conformance reports (**ACRs**)3 for applicable Commercial Off the Shelf products / or services;

(B) inclusion in its proposal of other documents / forms that provide credible evidence of the 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; or

(C) inclusion in its proposal of the URL to a web page which explains how to request completed ACRs or VPATs for any product Proposer proposes to provide to the University under any contract resulting from this RFP.

If Proposer cannot provide credible accessibility documentation for an EIR, then the Proposer's EIR shall be considered noncompliant.

1 Electronic and information resources are defined in §2054.451, *Government Code* and 1 TAC §213.1 (9).

2 A Voluntary Product Accessibility Template is a vendor-supplied form for a commercial off-the-shelf Electronic and Information Resource used to document its compliance with technical accessibility standards and specifications. See 1 TAC §213.1 (22). For further information, see this VPAT document provided by the Information Technology Industry Council.

3 Accessibility conformance reports are an accessibility report of an EIR item's compliance with Section 508 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. §794(d), 36 C.F.R. §1194.1, that is created using a VPAT template. See 1 TAC §213.1 (1).

APPENDIX SEVEN

INFORMATION SECURITY REQUIREMENTS AND QUESTIONS

UTS Information Security Requirements for Vendors

1. Multi-factor Authentication (MFA or also known as two-factor authentication-2FA), as defined by NIST SP 800-63, must be applied and enforced for all users on any information system that stores, transmits, or processes UTS confidential data. See the UTS Data Classification Guide and TXDIR Security Control Standards Catalog-IA-2(2) for the mandatory state requirements. Note: Two-step authentication or a one-time passcode (OTP) does not meet the MFA standard. Data Separation. Describe Proposer's implementation strategy for segregating sensitive and non-sensitive data including: 1) How Proposer ensures different levels of protection mechanisms and security controls based on the University of Texas System Data Classification scheme; and 2) How Proposer integrates updated or new security controls specified by the University of Texas System.

2. Vendor provided or hosted information technology must use encryption standards approved by UTS and defined in NIST SP 800-175B Rev. 1 for storing, transmitting, or processing confidential data owned by UTS. This applies to applications (including mobile), websites, portals, and file transfers.

3. Required by Section 2054.517 of the Texas Government Code and defined in UTS 165 Standard 11.8. Before deploying an Internet website (or portal) or mobile applications that process UTS confidential information, the developer or third-party responsible for development must:
    a. Submit the following documentation
        I. the architecture[i] of the website and mobile applications;
        II. the authentication mechanism(s) for the website and applications;
        III. the Administrator level access to data included in or accessed by the website and applications;
    b. Subject the website, portal and applications to a vulnerability and penetration test as described[ii]; this test must be repeated every year during the contract period.
    c. Utilize approved access and authentication mechanisms[iii].
    d. Apply two-factor authentication (2FA, also known as Multi-factor Authentication-MFA) for all administrator and user access.

    If the vendor is responsible for credit card processing, the current version of PCI-DSS requirements must be met as defined by the PCI Security Standards Council (PCI SSC).

4. UTS will conduct an annual security risk assessment for all systems that store, transmit, or process confidential data. Vendors will be requested to provide updated information for any system provided to UTS, and sign an attestation to the security of those systems. Information and attestations may include, but not limited to: Certifications, Audit Reports, vulnerability scans, updated policies and the like. Note: Security and Privacy are components of an RFP Proposer selection and finalists must be prepared to have technical security and privacy experts available to answer questions prior to award of a contract.

Questions that apply to the vendor organization

1. Provide the name of the Chief Information Security Officer (CISO), Chief Information Officer (CIO) or equivalent positions along with a short description of his or her qualifications.
2. Are background checks and screening conducted on employees and subcontractors? If yes, what is the frequency?
3. Briefly explain how vendor's security training is implemented for employees. (ex. HIPAA; Cyber Security; Phishing; Insider Threat; Remote Working; etc.)
4. Does the vendor have an established information security program based on an industry-standard framework? If yes, state the name of the framework and provide a description of the components, estimate of staff dedicated to the program, and how the vendor maintains up to date best practices such as patching, vulnerability scanning, incident response, risk management, etc.
5. Does a formal Security Operations Center (SOC) exist, either internally staffed or contracted to a third party? If yes, where is it (or if multiple, describe) geographically located? Does it operate on a 24x7x365 schedule?
6. Does the vendor have documented policies and procedures that cover the following:
   a. Information Security
   b. Security Incident Response and supporting procedures
   c. Change Control and supporting procedures
   d. Acceptable/Responsible Use
   e. Privacy
   f. Risk Management
   g. Patch and Vulnerability Management
   h. Cloud Security
   i. Software Development Security
7. Provide the Table of Contents or an overview of the Security Incident Response Plan (IRP) and one example for each category: protection, detection, identification, and recovery.
8. How often are security and privacy policies updated?

Questions that apply to the vendor-proposed solutions for UTS

Data Security

1. Summarize the process for account provisioning and de-provisioning with regards to users that have access to UTS (UTS)-owned data.
2. Do the proposed services allow changes to UTS data that isn't tracked through audit logs?
3. List an example of an administrative safeguard or best practice employed to prevent unauthorized access to UTS data.
4. Where will UTS data be stored (answer all that apply):
    a. In a physical (on-premise) data center, owned and/or managed by the vendor.
    b. In third-party storage locations not managed by the vendor.
    c. in Public or Private Cloud locations.
    d. in a Cloud location outside of the United States.
    e. Other (Please Explain)
5. If UTS data will be stored in physical data center, what physical controls are in place? What level of redundancy tiering is the data center rated at?
6. Data Separation. Describe Proposer's implementation strategy for segregating sensitive and non-sensitive data including: 1) How Proposer ensures different levels of protection mechanisms and security controls based on the University of Texas System Data Classification scheme; and 2) How Proposer integrates updated or new security controls specified by the University of Texas System.
7. Provide an example of how the vendor's virtual systems are segregated and protected from risks.
8. If Cloud usage is proposed:
    a. If yes, indicate which services and what type of hosting.
    b. How will UTS's data be segregated from the data of other customers to prevent accidental or unauthorized access? (applies to all locations of data storage).
    c. What Cloud security framework or industry standards are used to minimize risk to customer data, including accidental or deliberate exposure?

Identity and Access Management

1. UTS requires two-factor authentication for all environments that store, transmit, or process UTS confidential information. See Information Security Requirements for Vendors.
2. Does the vendor's implementation of MFA meet the standards as defined by NIST SP 800-63 and will the provided technology meet these standards upon deployment?
3. Does vendor provide UTS security assertion markup language (SAML) capabilities if required to integrate with UTS Single Sign On (SSO) infrastructure that may include Shibboleth, Microsoft Entra, Okta, etc.? If SAML capabilities are limited, list those that can be accommodated.
4. Describe the Identity and Access Management (IAM) components of the vendor's services.
5. Summarize how IAM components are kept in sync and how they integrate with each other.
6. How does the vendor's platform ensure accurate and consistent secure identity management of all uniquely identified individuals?
7. How does the vendor detect account compromises? Provide two examples.
8. If an individual's password is confirmed to be compromised, what is the process to reset/disable or otherwise protect UTS data from exposure or malicious attacks?

Encryption

1. Explain the general encryption method in use for:
   a. Data that's stored, transmitted, and processed including that in a Session state.
   b. Application data exchange and APIs including those that may have external connections or dependencies.
   c. Database storage.
   d. Data backups.
   e. Mobile applications.
   f. File transfers such as sFTP.
2. Describe how strong data encryption is applied to data at rest in all locations where Confidential information is stored.
3. Explain how cryptographic keys are managed, what protection mechanisms are in place, and who has access to them.

Vulnerability Management

1. Describe how all systems that store, transmit, process, or serve UTS data to users are hardened.
2. Summarize the process for security patch management, including roles and responsibilities, frequency, testing plan and system maintenance.
3. Are periodic vulnerability scans performed? If yes:
   a. How often are scans conducted?
   b. What is the process to escalate and/or prioritize and remediate identified vulnerabilities?
   c. Do scans include databases?
   d. Are applications scanned to detect specific code related vulnerabilities prior moving to Production?
   e. Are external scans done on a yearly basis? Are they conducted by a third party?
4. If UTS discovers that a serious vulnerability exists in the vendor-supplied platform, describe the process for reporting, how and when the risk will be remediated.

Disaster Recovery and Business Continuity

1. Does the vendor have a Disaster Recovery Plan (DRP) that includes systems and services provided to customers, including UTS? If so:
   a. Is it supported by policies and procedures?
   b. Is it updated periodically, If yes, how frequently?
   c. If in place, provide an outline of the DRP.
   d. Is it tested periodically? If yes, how frequently and what type of tests are performed?
   e. Do all staff with a role or responsibility know about the DRP and how to access it in the case of a declared disaster?
   f. If no DRP exists, describe the controls and methodology used to ensure the restoration and availability of UTS data.
2. Is there a Business Continuity Plan (BCP) in place that ensures no, or minimal disruption of services provided to UTS? If yes:
   a. What is the maximum amount of time that services may be unavailable?
   b. Provide an outline of the plan.

c. If not, provide a Service Level Agreement (SLA) and describe what alternative methods will be used to ensure the restoration and availability of UTS data within a UTS- agreed timeframe.

3. Explain how UTS data is reliably destroyed upon request or under the terms of the contractual agreement? What evidence will be provided to System after data has been successfully destroyed?

Security Logging, Monitoring and Incident Response

1. Are adequate logs generated and stored to validate security controls are functioning as designed, including MFA requirements?
2. What is the average log retention period?
3. Are all systems configured to generate logs to a central storage location? If not, how is visibility into anomalous activity ensured?
4. Are logs generated any time a user accesses confidential information? (ex. PHI)
5. Summarize how multiple security logs and event data are correlated, analyzed and acted upon.
6. Provide an example of technology controls (e.g. DLP, firewall, IDS/IPS, Endpoint Detection, etc..) coupled with a process that is used to monitor the confidentiality, integrity and availability of the service proposed.
7. Provide two examples of a procedure in place to ensure timely mitigation of detected vulnerabilities and security incidents?
8. Is there a component of the vendor's Incident Response Plan that addresses how the vendor will work with customers and subcontractors when a security or privacy incident involving UTS data is detected?
9. How does the vendor detect a true positive security incident?
10. Will UTS data be backed up and air gapped? If not, how will UTS data be restored to its original state prior to a successful Ransomware attack?
11. How, and how quickly will the vendor notify UTS of a successful attack or data exfiltration involving UTS data? Who will be notified?
12. If Ransomware is discovered in the vendor's systems that interact with the UTS solution, what is the first step to mitigation?
13. Summarize the procedures in place to isolate or disable suspicious or compromised systems that interact with the service proposed.
14. When a significant incident that requires digital forensic investigation is declared, could UTS data be retained for forensic purposes? If so, how will this affect business processes for UTS?
15. Describe two examples of a method or process used to detect actions taken by an unauthorized entity attempting to access UTS data, e.g., auto-generated audit reports or alerts.
16. Are there automated alerts or reports that monitor unauthorized access to UTS confidential data? If yes, is the vendor willing to provide these to UTS?
17. Are controls in place to detect precursor events to a Ransomware attack? If yes, describe these.

Policies and Procedures, Software Development

1. Is there a formal Change Management process for changes to UTS-provided systems? How will UTS be notified?
2. Are industry standards or a specific method/model followed for software development? If yes, what standard/model?
3. Are multiple, staged software development environments used for development, testing and production? If yes, describe how the environments are isolated from each other and what access controls are in place to minimize the risk of code corruption or unauthorized exposure.

Website architecture. A diagram and narrative of website logical structure, data flow, and design of the technical, security, functional, and visual components.

Penetration and vulnerability test. Vendor may choose to either allow UT System to conduct a vulnerability scan on a test environment that mirrors the actual production environment or provide an attestation of a third-party vulnerability assessment. Review and acceptance of the findings shall comply with UTS 165 Standard 10.8.

Approved access and authentication mechanisms. Reference NIST 800-53B and UTS 165 Standard 4: Access Management for approved standards. A unique identifier that does not include the individual's social security number, in full or part per UTS 165 Standard 13: Use and Protection of Social Security Numbers.

APPENDIX EIGHT

HIPAA QUESTIONNAIRE

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX NINE

CLAIMS

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX TEN

DATA EXHIBITS

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX ELEVEN

DATA DESCRIPTIONS

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX TWELVE

NETWORK RESPONSE FORM

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THIRTEEN

PLAN RESOURCES

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX FOURTEEN

SYSTEM WEBSITE REQUIREMENTS

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX FIFTEEN

ADMIN PERFORMANCE REPORT TEMPLATE

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX SIXTEEN (A & B)

FINANCIAL REQUIREMENTS AND PRICING (UT SELECT & UT CARE)

(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX SEVENTEEN

TARGET CLAIMS COST

(INCLUDED AS SEPARATE ATTACHMENT)