



## Solicitation Notice

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**Status:** New

**Solicitation ID:**720-1809

**Solicitation Title:**RFP720-1809 Dental PPO Administration Services

**Organization Name:** University Of Texas System - 720

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 1/10/2018

**Response Due Date:**2/8/2018

**Response Due Time:** 2:30 PM

**Solicitation Description:** Dental PPO Administration Services

**Class/Item Code:** 94828-Dental Services

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### Record Attachments

#	Name	Description
1	<a href="#">ESBD_File_119130_RFP720-1809 Dental PPO Administrative Services.docx</a>	RFP Document
2	<a href="#">ESBD_File_119130_RFP720-1809 APPENDIX TWO Sample Agreement.docx</a>	Sample Agreement
3	<a href="#">ESBD_File_119130_RFP720-1809 APPENDIX SEVEN - Third Party Information Security Assessment Survey.xlsm</a>	Appendix
4	<a href="#">ESBD_File_119130_RFP720-1809 APPENDIX EIGHT - Schedule of Benefits.pdf</a>	Appendix
5	<a href="#">ESBD_File_119130_RFP720-1809 APPENDIX NINE - Dataset Requirements.pdf</a>	Appendix
6	<a href="#">ESBD_File_119130_RFP720-1809 APPENDIX TEN - UT Plan History.xlsx</a>	Appendix
7	<a href="#">ESBD_File_119130_RFP720-1809 APPENDIX ELEVEN - Provider Fee Schedule Template.xlsx</a>	Appendix
8	<a href="#">ESBD_File_119130_RFP720-1809 APPENDIX TWELVE - INSURANCE CODE CHAPTER 1601 UNIFORM INSURANCE BENEFITS ACT.pdf</a>	Appendix
9	<a href="#">ESBD_File_119130_RFP720-1809 APPENDIX THIRTEEN - Insurance Vendor Report.xlsx</a>	Appendix



Texas Comptroller of Public Accounts  
**Glenn Hegar**

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**POLICIES**

- [Privacy and Security Policy](#)
- [Accessibility Policy](#)
- [Link Policy](#)
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- [Texas Veterans Portal](#)
- [Public Information Act](#)
- [Texas Secretary of State](#)
- [HB855 Browser Statement](#)

**OTHER STATE SITES**

- [texas.gov](#)
- [Texas Records and Information Locator \(TRAIL\)](#)
- [State Link Policy](#)
- [Texas Veterans Portal](#)



# REQUEST FOR PROPOSAL

**RFP No. 720-1809 Dental PPO Administration Services**

**Proposal Submittal Deadline: THURSDAY, FEBRUARY 8th, 2018 at 2:30 PM CST**

**The University of Texas System**  
Office of Employee Benefits

Prepared By:  
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The University of Texas System  
210 West 7th Street  
Austin, Texas 78701-2982  
dvienne@utsystem.edu  
January 10th, 2018

# REQUEST FOR PROPOSAL

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### Attachments:

<u>APPENDIX ONE:</u>	PROPOSAL REQUIREMENTS
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<u>APPENDIX SIX:</u>	SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES
<u>APPENDIX SEVEN:</u>	INFORMATION SECURITY THIRD-PARTY ASSESSMENT SURVEY
<u>APPENDIX EIGHT:</u>	CURRENT SCHEDULE OF BENEFITS FOR SELF-FUNDED UT SELECT DENTAL PPO PLAN AND UT SELECT DENTAL PPO PLUS PLAN
<u>APPENDIX NINE:</u>	DATASET REQUIREMENTS
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<u>APPENDIX ELEVEN:</u>	PROVIDER FEE SCHEDULE (TO BE COMPLETED BY PROPOSER)
<u>APPENDIX TWELVE:</u>	CHAPTER 1601, TEXAS INSURANCE CODE
<u>APPENDIX THIRTEEN:</u>	ADMINISTRATIVE PERFORMANCE REPORT TEMPLATE

## SECTION 1

### INTRODUCTION

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

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

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

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

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

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

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

#### 1.2 Background and Special Circumstances

UT System’s Office of Employee Benefits (“**OEB**”) is seeking a qualified Proposer to provide competitive quotes and administrative services for System’s two self-funded Dental PPO plans offered under the System Uniform Group Insurance Program (UT SELECT Dental and UT SELECT Dental Plus) for eligible employees, retirees and dependents of all 14 UT System Institutions in accordance with the terms, conditions and requirements set forth in this Request for Proposal. One Proposer will be selected as the Contractor to administer both Dental PPO Plans offered. The intention is to maintain the level of benefits currently offered under the two plans, although adding higher benefits may be discussed during implementation.

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.

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

The University of Texas System is soliciting proposals in response to this Request for Proposal No.720-1809 (this “**RFP**”), from qualified Proposers to provide administrative services for System’s two (2) self-funded Dental PPO plans offered under the System Uniform Group Insurance Program (UT SELECT Dental and UT SELECT Dental Plus) (the “**Services**”) more specifically described in **Section 5** of this RFP.

## SECTION 2

### NOTICE TO PROPOSER

#### 2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“**CST**”) on THURSDAY, FEBRUARY 8th, 2018 (the “**Submittal Deadline**”).

#### 2.2 University Contact Person

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

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

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered to (i) University Contact, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP). *University Contact must receive all questions or concerns no later than 2:30 p.m. CST on Monday, January 22nd, 2018.* University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

#### 2.3 Criteria for Selection

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

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

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

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

##### 2.3.1 Threshold Criteria Not Scored

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

##### 2.3.2 Scored Criteria

- A. Cost (15%);
- B. Vendor Experience and Company Information (10%);
- C. Deviations (15%);
- D. Operational Services (10%);
- E. Benefit and Network Administration (20%);

- F. Customer and Account Service (20%);
- G. Technical and Data Exchange (10%).

## 2.4 Key Events Schedule

Issuance of RFP	Wednesday, January 10th, 2018
Pre-Proposal Conference (ref. <b>Section 2.6</b> of this RFP)	1 p.m. CST, January 19th, 2018
Deadline for Questions / Concerns (ref. <b>Section 2.2</b> of this RFP)	2:30 p.m. CST on Monday, January 22nd, 2018
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	2:30 p.m. CST on Thursday, February 8th, 2018

## 2.5 Historically Underutilized Businesses

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



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

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

Questions regarding the HSP may be directed to:

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

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

- 2.5.4 Proposer must submit, **via email**, one (1) HSP in PDF format to University on Thursday, February 8th, 2018 at 2:30 PM CST (ref. **Section 3.2** of this RFP.) to the email address below:

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

Proposer must include the following information in the email submission:

**Subject Line:** RFP 720-1809, Dental PPO Administration Services, Proposal due date: **THURSDAY, FEBRUARY 8th, 2018 at 2:30 PM CST**, HUB Subcontracting Plan.

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

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

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

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

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

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

## 2.6 Pre-Proposal Conference

University will hold a pre-proposal conference at:

**1 p.m., Central Time on FRIDAY, JANUARY 19th, 2018**

Prospective Proposers are invited to call-in:

**Conference call-in number: 877-226-9790**

**Passcode: 2241454**

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

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Number of Copies

- A. Proposer must submit a total of six (6) complete and identical copies of its *entire* proposal. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

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

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

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

#### 3.2 Submission

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

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

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

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

#### 3.3 Proposal Validity Period

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

#### 3.4 Terms and Conditions

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

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

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

### **3.5 Submittal Checklist**

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

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

## SECTION 4

### **GENERAL TERMS AND CONDITIONS**

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

## SECTION 5

### SPECIFICATIONS AND ADDITIONAL QUESTIONS

#### 5.1 General

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

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

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

**Disclosure of Existing Agreement:** University has an existing insurance brokerage services agreement with Delta Dental, which is scheduled to expire August 31, 2018.

#### 5.2 Additional Questions Specific to this RFP

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

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

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

### 5.3 Scope of Work

UT System Office of Employee Benefits is seeking a qualified administrator (“**Contractor**”) to provide following services to University: administrative services for UT System’s two self-funded Dental PPO plans offered under the System Uniform Group Insurance Program (UT SELECT Dental and UT SELECT Dental Plus). It is the intention of UT System to select a single Contractor to administer both self-funded plans. This includes the following services:

#### 5.3.1 Financial Requirements

##### A. Insurance Risk

The current UT SELECT Dental plans are financed by UT System on a self-funded basis. The agreement resulting from this RFP will be for a third party administrative services only. It must involve no insurance or reinsurance. All costs required to provide the services described in this RFP must be recovered by Contractor only by making provision for such expense in Contractor's Price Proposal included with the response to this RFP. The UT System is fully responsible for all claims of the self-funded dental plans. Contractor will have no risk for the adequacy of contributions to the self-funded plans.

##### B. Self-funded PPO Plan Payment Methodology for Administrative Fee and Claims

For each monthly coverage period, the UT System must pay Contractor per member per month administrative fees. The fee applies to each active employee, retired employee, surviving dependent, and COBRA subscriber enrolled in each self-funded UT DENTAL SELECT plan on the last day of each month. The administrative fee is not applied to covered dependents. The fees may become due under the Contract within sixty (60) days from the beginning of the coverage month based on UT System’s self-bill. Contractor must process and pay all claims submitted under the self-funded UT SELECT Dental plans. Contractor must pay claims through the issuance of drafts or through Electronic Funds Transfer (“**EFT**”) from Contractor’s account prior to seeking reimbursement from UT System. On at least a biweekly basis, Contractor must present an invoice to UT 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 costs incurred under the UT SELECT Dental plans pending reimbursement.

All payments from Contractor to UT System must be by ACH or other electronic fund transfer methods. Contractor will be responsible for the escheatment process in accordance with Texas law for any payments disbursed on behalf of the UT SELECT Dental plans.

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 UT System. It is estimated that during the first year of term of the agreement, resulting from this RFP, four (4) weeks of claim payments must average approximately \$6.0 million.

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

[Section 51.012 of the Texas Education Code](#) authorizes UT System to make any payment through electronic funds transfer (or by electronic pay card). Contractor must confirm the ability to receive reimbursement payments from UT 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 to UT System at least thirty (30) days in advance of the effective date of the change.

#### C. Administrative Fee Guarantees and Adjustments

It is required that the administrative fees for the Dental PPO services provided by Contractor in response to this proposal be guaranteed for the 36-month period from September 1, 2018 through August 31, 2021. Any future renewal adjustments are subject to approval of UT System in accordance with information contained in this **Section 5.3**.

#### D. Determination of Renewal Administrative Fees

During the third Fiscal Year of guaranteed fees (September 1, 2020 – August 31, 2021), Contractor will be required to conduct good faith discussions with UT System prior to February 1, 2021, for the administrative fees for the succeeding three-year period from September 1, 2021 through August 31, 2024. If there is no agreement reached by March 1, 2021, UT System reserves the right to terminate the agreement with the Contractor and issue an RFP.

#### E. Annual Experience Accounting

For the self-funded Dental PPO plans, within one hundred and twenty (120) days after the end of each Contract Year, Contractor must provide UT System with a complete accounting of the UT SELECT Dental and UT SELECT Dental Plus financial experience under the Contract. The accounting must include detail regarding monthly enrollment, paid claims, administrative fees, and performance guarantees. In addition, Contractor must provide UT System with any other experience data and accounting information that UT System may reasonably require. Reporting for each plan (the UT SELECT Dental and the UT SELECT Dental Plus) should be separated by plan type.

#### F. Audit of Contractor

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



In addition to the annual audits, UT System may, at its sole discretion, conduct other audits of Contractor as to either plan as deemed necessary. UT System must determine the scope of each audit. 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 UT System nor the auditor must 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 to the satisfaction of UT System. Audit findings that conclude certain claims were not adjudicated correctly must result in the recalculation and financial settlement with UT System within a reasonable timeframe, not to exceed the end of the following Plan Year. Recommendations made by independent auditors must be discussed with UT System and incorporated by Contractor where appropriate.

#### G. Fiduciary Liability

Contractor must assume fiduciary duty and liability for all of its actions associated with the performance of its duties under the awarded Contract.

#### H. Run-Off

For the self-funded Dental PPO plans, following termination of the Contract, Contractor must 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 (ref. **Section 6.1** of this RFP). UT System will not incur additional administrative fees during the run-off period. The current contracting contractor is responsible for processing and payment of all claims incurred prior to September 1, 2018.

### 5.3.2 Benefits Administration and Network Services

UT System requires that Contractor be able to effectively administer a provider network, benefit design, and overall program which meets or exceeds the requirements presented in **Section 5.3** of this RFP.

#### A. Continuity of Coverage

UT System must ensure that plan participants do not lose coverage solely because of a change in Contractors. All provisions and exclusions met under the current plan must be credited under any new plan.

No covered person will experience any change in benefits as simply a result of execution of a new contract for administration of the plan. Contractor must be able to accept claim data pertaining to deductibles, maximums including lifetime orthodontic maximums, plan provisions, exclusions, etc., and provide full and complete continuity of coverage without regard to the execution of a new contract in accordance herewith.

#### B. Benefit Design - Continuity of Coverage

Contractor must be capable of administering the dental benefits as presented in the **APPENDIX EIGHT**. In addition to the benefits described in this RFP, Contractor must

include the additional benefit for coverage of white composite fillings on posterior teeth in the two (2) plans. Any response to this RFP must include pricing for services on these required benefits part of the response to this RFP.

While no significant changes in the existing benefit design for the self-funded UT SELECT Dental plans are currently anticipated for the 2018-2019 plan year, new wellness initiatives may be added on an ongoing basis and UT System may elect to make enhancements to the benefit design based on plan experience or other factors during the contract period. Contractor must be prepared to make adjustments as needed.

### C. Performance Standards

#### 1. Plan Design Changes

UT System Requirement: Requested plan design changes must be implemented by Contractor with 100% accuracy following final approval and agreement between UT System and Contractor regarding specific expectations and effective dates.

Financial Penalty: A penalty of \$10,000 may be assessed for each set-up error, up to a maximum of \$50,000 per Contract Year.

#### 2. Provider Additions / Terminations

System Requirement: Contractor must provide the number of provider additions and terminations by category. UT System requires Contractor to maintain an overall net gain of contracting providers throughout the plan year.

Contractor must report the total number of dental providers who are added to and terminated from the UT SELECT Dental plans each quarter. A list of added and terminated providers must be attached to the report.

Financial Penalty: No penalty is associated with this requirement.

### 5.3.3 Operational Services

Contractor must administer the UT SELECT Dental plans in a manner consistent with all applicable laws and regulations, as well as with the requirements set forth in this RFP by UT System. Contractor must provide all services associated with the administration of the plans, including, but not limited to the items specified in the following sections. Contractor may recover the cost of the requirements described in this section only by making provision for such expenses in the proposed administrative fee for the self-funded group dental plans. Contractor must provide general administrative support as required in the operation of the UT SELECT Dental plans, legal and technical assistance as it relates to the operation and administration of the UT SELECT Dental plans, and certain reports that are required to administer a self-funded plan including, but not limited to, IRS Form 1099.

#### A. Implementation and Account Teams

Contractor must notify UT System in writing of the names and roles of all members of its complete Implementation Team no later than March 1, 2018. In addition, Contractor is required to establish an Account Management Team that is acceptable to UT System and agree to make staffing adjustments to this team as required by UT System throughout the contract period. Contractor must ensure that the Account Management Team is established no later than April 1, 2018, and that this team is available to assist

UT System as required every Monday through Friday from 8:00 a.m. until 5:00 p.m. Central Time (excluding national holidays).

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 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 Contractor's organization to allow for direct management and possible changes of all technical issues related to the contract.

## B. Customer and Account Service

Contractor's Account Management Team must provide a minimum of two (2) in-person reviews to UT System per year regarding the utilization and performance of the UT SELECT Dental plans, including recommendations and updates regarding ongoing implementation activities. UT System may also require quarterly operational meetings (in-person or via telephone conference), as needed.

Contractor's customer service unit should be staffed and trained adequately to handle the Plans' specific benefit questions, claims administration, resolution of complaints, and program or claim clarification. Contractor's customer service hours must include, at a minimum, Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time, excluding national holidays.

Contractor must designate Contractor customer service representatives as contacts for UT System staff. Contractor warrants and represents that it will adequately train additional team members as needed to support UT System's requirements. Contractor must accept verbal verification of UT System participant's coverage by an authorized representative of UT System or verify the participant's coverage through an online system and subsequently update coverage in Contractor's system prior to receipt of UT System's weekly / monthly enrollment information.

Contractor must dedicate additional staff members, as needed, to update UT System related records and accounts and to provide additional help for Contractor client service team during and following UT System Annual Enrollment period including the 2018 Annual Enrollment period, which is prior to the September 1, 2018 contract effective date.

Customer Service call centers serving the UT SELECT Dental plans must be located within the United States, preferably in 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 the following performance standards:

- Average abandonment rate of 5% or less; and
- Average time to answer of 30 seconds or less.

## C. Claims Processing and Administration

Contractor must process and administer all required UT SELECT Dental claims incurred in connection with UT System member claims on or after September 1, 2018 and throughout the term of the Contract Enrollment and rate history, claims experience information is provided in **APPENDIX TEN**. General requirements for claims processing include the following:

- Using UT 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 for the UT SELECT Dental plans. In the event of a conflict between enrollment data stored at UT System and information on file with Contractor, UT System's information must be considered authoritative;
- Contractor must review claims for eligibility based on covered dates of services. All ineligible claims that are inadvertently paid by Contractor must be recaptured and returned to the System;
- Contractor must process claims submitted directly by UT SELECT Dental participants, including Coordination of Benefits claims for which the UT SELECT Dental pays secondary benefits. Each direct claim payment must include an Explanation of Benefits ("**EOB**").
- UT SELECT Dental claims filed by participants must be processed within five (5) calendar days of submission to Contractor unless additional information and / or investigation is required;
- Contractor must investigate unusual or extraordinary charges to determine all relevant circumstances and report to UT System its findings. Contractor must determine eligible charges, subject to the final authority of UT System on all claims matters;
- Contractor must process and pay UT SELECT Dental claims using its own funds before seeking reimbursement from UT System. The required methodology for requesting reimbursement is described within **Section 5.3.1** of this RFP.

In the event Contractor issues excess payments or payments for ineligible claims or participants, it will:

- Take all steps necessary to recover the overpayment, including recoupment (offset) from participants or providers' subsequent claim payments;
- Assume 100% liability for incorrect payments which result from policy or UT System errors attributable to Contractor in whole or in part;
- Refrain from initiating litigation to recover such overpayment unless authorized by UT System;
- Provide UT System with detailed reports on a monthly basis that itemize the amounts of each overpayment, the reason for the overpayment; 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
- Reimburse the UT SELECT Dental plans for any covered dental benefits paid on behalf of a former UT SELECT Dental participant who was reported by UT 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.

Subrogation may apply when another party (person or organization) is or may be considered responsible for payment resulting from a participant's injury or sickness for which benefits under the UT SELECT Dental plans must be or have been provided.

Contractor must provide subrogation services, as appropriate, but not be limited to investigating claims to determine potential third-party liability, contacting participants to obtain information related to third-party liability, initiating demands and filing liens to protect the UT SELECT Dental plans' interests, initiating or intervening in litigation when necessary, and employing or retaining legal counsel for such purposes.

Contractor must be responsible for costs associated with subrogation activities and any associated litigation. Provision for such costs should be made by Contractors when determining their proposed administrative fees (ref. **Section 6.1** of this RFP).

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 UT System. Contractor must maintain all such records throughout the term of the Contract and for at least three (3) years following the end of the Contract, and must make such records accessible and available to UT System for inspection and audit upon UT System's request. In the event Contractor is scheduled to destroy payment records, Contractor must contact UT System for approval prior to the destruction of the payment records. If UT System approves destruction, verification of the destroyed records must be required at UT System's direction.

Reporting for each plan (the UT SELECT Dental and the UT SELECT Dental Plus) should be separated by plan type.

Contractor must provide UT System with access to statistical information associated with the UT SELECT Dental plans. 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. Contractor must furnish all necessary software and hardware at no additional cost to UT System.

If, at any point, the Contract is terminated, Contractor must provide these records to UT System or its authorized administrator.

#### D. Appeals Procedure

Contractor's appeals procedure must be in compliance with all applicable statutes and regulations including, but not limited to, the rules and regulations of the Texas Department of Insurance. Contractor must have all levels of appeals required by law.

#### E. Fraud Prevention and Detection

Contractor must use automated systems to detect fraud and misuse of the program, overpayments, wrongful or incorrect payments, unusual or extraordinary charges, verification of enrollment and unnecessary dental treatment. Contractor must also conduct thorough, diligent, and timely investigations with regard to fraudulent or suspicious claims and report monthly all such claims to UT System.

Contractor understands that UT System may develop further policies in connection with the detection and prevention of fraud or abuse of the UT SELECT Dental plans. Contractor must comply with all applicable laws, regulations and UT System policies and is encouraged to develop additional safeguards as allowed by law.

## F. Continuation of Coverage (COBRA)

As specified by Title XXII of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), UT System institutions notify employees, spouses and qualified dependent children of their option to continue their group health coverage at the time of initial enrollment and notify any individual who, because of a qualifying event, becomes eligible for continuation of coverage and provide COBRA applications to such individuals. UT System currently self-administers COBRA benefits.

UT System may, in the future, direct the COBRA administration to Contractor, in which case, Contractor will be required to accept eligibility data for COBRA participants and to administer dental benefits for these participants, just as it does with all active plan participants, to ensure that UT System remains in full compliance with its COBRA obligations. If UT System makes a change to this administration in the future, Contractor will retain the 2% administrative fee paid by the qualified beneficiary.

## G. Performance Standards

1. Customer Service Call Handling – UT System Requirement: When contacting the toll-free UT SELECT Dental customer service number, the average time a caller waits before speaking to Contractor customer service representative should be 30 seconds or less. The average abandonment rate should not exceed 5%. UT System-specific data is preferred; however, if UT System-specific data is not available due to technical limitations, these two (2) customer service statistics for the complete book of business may be reported instead.

*Financial Penalty:* A separate penalty of \$4,000 each may be assessed for each quarter in which the Average Speed of Answer (“**ASA**”) exceeds 30 seconds and for each quarter in which the Abandonment Rate (“**ABR**”) exceeds 5%.

2. Call Center Outages – UT System Requirement: Outages of customer service access points, including telephone and IVR services at the Customer Service call center should be kept to a minimum. If an outage does occur (or is expected to occur), Contractor must report the outage to UT System as soon as possible and service should generally be restored within one (1) hour of the outage, dependent upon specific circumstances.

*Financial Penalty:* A penalty of \$1,000 may be assessed for each outage over one (1) hour but less than eight (8) hours. If an outage is greater than eight (8) hours, but less than 24 hours, a penalty of \$2,000 may be assessed. If an outage lasts longer than 24 hours, a penalty of \$4,000 may be assessed for each occurrence, up to a maximum penalty of \$12,000 for each quarter. OEB may waive this penalty based on extenuating circumstances, including down time due to unusually severe weather, a natural disaster, or an act of terrorism.

3. Claims Processing – UT System Requirement: For each of the timelines specified below, Contractor should process and make payments to providers or UT System participants in accordance with the following performance standards:

- 85% of claims should be processed within fifteen (15) calendar days following date of receipt of complete claim.
- 98% of claims should be processed within thirty (30) days following date of receipt of complete claim.

Contractor must report its total number of claims received from UT System participants, the total dollar amounts paid and denied, the average processing time (in days) for these claims, and the percentage processed within fifteen (15) days and thirty (30) days from the date that all required information is received.

*Financial Penalty:* A penalty of \$4,000 may be assessed for each quarter that either of the above Claims Processing standards are not met.

5. Appeals – UT System Requirement: Contractor should average processing appeals for UT System participants within thirty (30) calendar days following date of receipt. Contractor must report the total number of appeals received, upheld and denied from UT System participants; plus, the average time (in days) to reach a decision and the percentage processed within fifteen (15) and thirty (30) days.

*Financial Penalty:* A penalty of \$4,000 may be assessed for each quarter in which the average time to resolve complaints received from UT System participants exceeds thirty (30) days.

6. Complaints – UT System Requirement: The average time for Contractor to resolve UT System participants' complaints should not exceed thirty (30) calendar days, with at least 90% resolved in fifteen (15) calendar days. Contractor must report the total number of complaints received from UT System participants (via mail or email), the average length of time to resolve complaints, and the percentage resolved within fifteen (15) calendar days of receipt. System specific data is required.

*Financial Penalty:* A penalty of \$4,000 may be assessed for each quarter in which the average time to resolve complaints received from UT System participants exceeds thirty (30) days or when fewer than 90% are resolved within fifteen (15) days.

7. Member Surveys – UT System Requirement: At least annual member surveys must be conducted. UT System requires that an overall average Member Satisfaction Rate of 90% or greater be achieved for each Contract Year.

*Financial Penalty:* A penalty of \$10,000 may be assessed for each Contract Year in which the overall Member Satisfaction Rate as reported via survey falls below 90%.

8. Fraud Detection – UT System Requirement: Automated systems and other measures sufficient to detect fraud, abuse, overpayments, wrongful or incorrect payments, and to verify enrollment should be in place. Contractor must include a written description of its comprehensive fraud detection plan with its response. Any incidents of fraud, abuse, overpayments, wrongful or incorrect payments, as well as verification of enrollment, must be included in the quarterly report. Contractor must also report the total number of dollars recovered through fraud investigation activity.

*Financial Penalty:* No penalty is associated with this requirement.

#### 5.3.4 Reporting and Information Sharing

Routine Contractor reporting, including utilization and cost data, is required to support UT System's ability to proactively monitor trends and to identify / address variances on targeted Contractor performance guarantees and customer service standards. The timelines and formats for required reports must be specified by UT System. Additionally, UT System may request customized reports on an ad hoc basis. Such reports must be provided in a timely manner at no additional cost to UT System.

#### A. Performance Monitoring

Some report formats must include a column indicating a performance standard for the item being reported, which must be utilized by UT System as a benchmark to monitor compliance and to analyze the reported statistics. See the Administrative Performance Report template for examples of this type of reporting (**APPENDIX THIRTEEN**).

#### B. UT SELECT Dental Statistics

Contractor must accumulate claims payment statistics and develop reports for the UT SELECT Dental plans as is typically done in the normal course of business, but no less frequently than on a quarterly basis. Contractor must provide copies of such reports via email to UT System along with results of any audits conducted in connection with the reports.

#### C. Consulting Actuary

UT System retains an independent consulting actuary on insurance matters. The consulting actuary assists and advises UT System staff on benefit plan design, proposal review, and administrative fee and premium rate analysis. UT System staff or the consulting actuary may, from time to time, request that Contractor provide additional information specific to the UT SELECT Dental plans. 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.

#### D. Flexible Spending Account Administration

Contractor is required to exchange eligibility and claims information electronically on a real-time basis with the contracted administrator of the UT FLEX Plan to facilitate the administration and adjudication of claims submitted for reimbursement under a UT SELECT Dental participant's Healthcare Reimbursement Account.

#### E. Performance Standards

##### 1. Administrative Report Timeliness

UT System Requirement: Each Administrative Performance Report is due no later than the 20th of the month following the end of UT System plan year quarter or by the first business day following the 20th, if it falls on a weekend or holiday.

*Financial Penalty:* A penalty of \$2,000 may be assessed for each quarter in which Contractor fails to submit the Administrative Performance Report by the required due date.

##### 2. Other Reporting Requirements

UT System Requirement: UT System retains an actuary to assist and advise UT System staff on benefit plan design, proposal review, and rating analysis. UT System may, from time to time, require Contractor to provide information specific to UT System for actuarial analysis. Contractor must cooperate with and act in good faith in working with UT System staff and actuary and must be prepared to respond to these requests within the requested time period.

*Financial Penalty:* No penalty is associated with this requirement.



### 5.3.5 Technical and Data Exchange Requirements

Each UT institution self-administers its eligibility. UT institutions transmit eligibility data to UT System, and UT System in turn transmits the appropriate data to the plan Contractor.

Due to the nature of the processes involved, there can often be a delay between the effective date of coverage and notification of eligibility to Contractor. To accommodate the variation in institutional eligibility administration and payroll systems and minimize delays and errors, UT System has developed standardized methods for receiving and transmitting information between UT System, UT institutions, and contractors.

OEB is currently evaluating bids to modernize its information systems (IS). If a finalist is selected and a contract awarded, OEB is planning a phased implementation over the next three (3) years, UT institution by UT institution. This means that over the next three (3) years there will likely be a second electronic data interchange (“**EDI**”) that will need to be established between the Contractor and the new IS platform, in addition to the current EDI between the Contractor and OEB. UT institutions that migrate to the new platform will be part of the second EDI, while those awaiting migration will remain on the current one.

#### A. Secure File Transfer Protocol (“**SFTP**”) Over the Internet

UT System’s security requirements mandate that SFTP be used to access all UT System servers. Contractor’s ability to use SFTP over the Internet and to work with HIPAA-compliant ANSI X12 transaction sets will be important considerations in the UT System’s evaluation of the proposals. The minimum encryption level should comply with FIPS 140.-2.

#### B. Web Authentication Via Security Assertion Markup Language (“**SAML**”)

Security Assertion Markup Language (SAML) is an XML-based framework that forms the basis for the method of single sign-on user authentication that UT System strongly prefers be used for Contractor’s UT System-specific website. An alternative method of user authentication must also be provided for those participants who cannot or who choose not to authenticate via single sign-on, including many retired employees. Responses that indicate Contractor’s willingness and ability to implement SAML-based authentication (v2.0) will be strongly preferred over those that do not.

When implementing SAML-based authentication for Contractor’s UT System-specific website, each of the 14 UT System institutions will act as an Identity Provider (IdP) and determine whether the user has authenticated properly using local credentials. If the user authenticates correctly, UT System will redirect the user’s browser and pass a SAML assertion to the contractor site in question. Contractor site will accept the SAML assertion in order to grant access.

Contractor must either agree to use System’s SAML Discovery Service or to host an alternative solution for IdP discovery on Contractor’s UT System-specific website and subsequently accept the IdP’s assertion that identifies the individual using the Benefits Identification (“**BID**”) number, which is included as an attribute in the SAML assertion. Each participant has a unique BID, and BIDs will be regularly communicated to Contractor via eligibility dataset.

Only user authentication will be handled via SAML. Authorization to access specific information, such as limiting the ability to view member-specific data to only the authenticated member, will still need to be handled by Contractor website.

It is UT System's strong preference that Contractor be capable of immediate implementation of SAML-based authentication (v2.0) at the start of the Contract period or that Contractor anticipates being able to implement within three (3) to six (6) months of the start of the Contract period. Contractor who is currently unable to implement SAML-based authentication (v2.0) should provide a statement of its ability to support authentication via proxy and should note in its response whether it anticipates being able to implement SAML-based authentication (v2.0) and, if so, when it anticipates being ready to do so.

## C. Eligibility Data

### 1. Security Protocols

Contractor is required to accept encrypted eligibility data via Secure File Transfer Protocol ("**SFTP**") over the Internet. The data is encrypted using Pretty Good Privacy ("**PGP**") public key encryption. UT System requires that these methods be used and responses must affirmatively state that Contractor agrees to use both PGP encryption and SFTP. The minimum encryption level should comply with FIPS 140.-2.

### 2. Eligibility Dataset Exchange

Currently, full replacement eligibility files are being transmitted by UT System to the current UT SELECT Dental Plan Provider two (2) times per week. Files are available to Provider by 6:00 a.m. (Central time) on designated days of the transmission.

Contractor will be required to receive and process at least two (2) replacement eligibility (enrollment) datasets per week. Contractor may receive either full or partial replacement datasets each week. A partial replacement dataset includes only records for individuals who are new or who have had a change in coverage since the last dataset was generated. If Contractor elects to receive weekly partial datasets, then once per month a full replacement dataset that includes all current participants will be sent to Contractor. Each year during the second half of August and the majority of September, larger than normal datasets can be expected due to updates related to annual enrollment and the start of the new plan year.

It is UT System's expectation that Contractor will immediately process eligibility datasets and that updated information will be loaded into Contractor's information system within twenty-four (24) hours of receipt under normal circumstances. Within twenty-four (24) hours (excluding week-end and national holidays), Contractor must positively confirm via email the receipt, processing, and successful load (or failure to load) of each eligibility dataset. Further, in the event that an eligibility dataset fails to load, Contractor must provide an explanation for the failure to load either within or as immediate follow-up to the initial notification. Contractor must work directly with UT System as needed to ensure that any dataset load issues are resolved as quickly as possible and updates are loaded to Contractor's information system. Datasets are not typically sent on weekends, but they may be sent on holidays unless other arrangements are made in advance.

The required format for eligibility data being transferred to and from UT System is the HIPAA-compliant "Benefit Enrollment and Maintenance Transaction Set (ASC X12N 834)" format.

## D. Retroactive Eligibility Adjustments

UT System requires Contractor to allow a retroactive window for eligibility changes to be made up to ninety (90) days after the end of the coverage period affected. The adjustments that must be allowed include activation of eligibility, termination of eligibility, and other variations that may occur as a result of participant status changes. UT System retroactively adjusts the payment of administrative fee assessments, if applicable, to ensure agreement with updated eligibility information.

#### E. Requirements to Facilitate Emergency Updates

On occasion, UT System institutions may need to make emergency updates to the coverage of their plan participants. Emergency updates are updates to eligibility coverages on Contractor's eligibility system made through a means other than the eligibility dataset. UT System has implemented a "controlled emergency update email process" through which an institution Benefits or Human Resources representative can submit an emergency update request when needed.

UT institutions are required to update UT System eligibility database prior to sending an emergency update request to Contractor. The eligibility system verifies the coverage prior to sending an emergency update email which is always sent from a single, controlled email account.

Social Security Numbers will never be transmitted on emergency update email messages. Contractor will either need to be able to add a new member to their eligibility system prior to receiving the Social Security Number or be able to connect to a secured UT System website to retrieve complete update information. The link to the secure website will be included in all emergency update email messages.

The emergency update system can be configured to send the email update request to designated Contractor staff members for handling. The email can be formatted to include Contractor's preferences for coding, and its structure does include some free form text. Contractor may choose up to five (5) email addresses to receive emergency update emails. Confirmation of a completed update to the contractor's database is required within four (4) business hours of receipt of an emergency update email.

Preference will be given to responses indicating the willingness and ability to accept and process emergency updates via email as specified above. However, if Contractor is unable to receive and process emergency update emails, Contractor may, as a less preferred option, provide an access-controlled software interface through which UT System can directly update Contractor's eligibility database. The preferred method for this option is an Internet interface accessible via a Web browser such as Firefox, Microsoft Internet Explorer, Google Chrome, or Apple Safari.

#### F. Detailed Claims Dataset Requirements for the Self-funded PPO Plans

UT System requires that Contractor provides detailed claims datasets as support for the claims invoices and for the purpose of claim eligibility audits and for analysis by UT System's consulting actuary. UT System also requires direct online access to claims information at all times at no additional charge.

UT System prefers that detailed claims information be provided in conjunction with each claims invoice. At a minimum, UT System requires that a detailed claims dataset must be transmitted by Contractor to UT System no later than fifteen (15) days after the close of the associated invoice period. A supporting claims dataset must be

received by UT System before reimbursement can be issued for claims included on the associated claims invoice.

The claims dataset must be provided in a HIPAA-compliant, NCPDP-standard format and should include all UT SELECT Dental claims (including direct claims submitted by participants) that were processed and paid during the previous period and included on the associated claims invoice. A list of the minimum required data fields has been included as an **APPENDIX NINE** to this RFP. The detailed claims dataset must be PGP encrypted and sent by SFTP via the Internet to UT System and the consulting actuary.

#### G. Data Format for Administrative Fee Payments for the Self-funded PPO Plans

UT System will produce a "self-bill" by the fourteenth (14th) day of the month for the per member per month administrative fee due to Contractor for the prior month (billing month). Self-bills currently are created in UT System-specific premium billing dataset format; however, for the purpose of this contract, self-bills may be generated in either an administrative fee billing format or in the HIPAA-compliant "Payroll Deducted and Other Group Premium Payment for Insurance Products Transaction Set (ASC X12N 820)" format.

The dataset will be transmitted via SFTP over the Internet to a secure FTP server. Upon placement of the dataset on the server, an automated email will be sent to the appropriate Contractor contacts with notification of the dataset transmission and billing total. Each bill will reflect remittance detail for the current billing month along with any necessary adjustments for the prior three months.

Based on an eligibility "snapshot" taken from UT System eligibility database on the first Sunday of each month, UT System will prepare a report detailing the administrative fee remittance as support for the monthly payment of the administrative fee. The report will reference specific plan participants, their BIDs, affected coverage periods, and the fee amounts being remitted for each.

#### H. Ad Hoc Requests and Issue Resolution

Contractor must provide UT System with priority positioning for delivery of ad hoc system service requests and / or issue resolutions. Through the designation of an appropriate technical contact as required for the Implementation and Account Management Teams, Contractor must ensure that all UT System information systems requests and issues are given priority positioning and thoroughly analyzed to ensure speedy resolution. Contractor must provide competent, focused attention to each information system request or issue presented by UT System.

It is the expectation that Contractor will make every effort to deliver a resolution within thirty (30) days from receipt of UT System's written notification of a request or issue related to the contractor's information systems. UT System will be responsible for supplying detailed information reasonably necessary for Contractor to complete the requested services. If a thirty (30)-day resolution is not reasonable for a particular issue, Contractor must provide UT System with an implementation plan and timeline for resolution within five (5) days from receipt of notification.

An example of a requirement falling under this provision would include, but would not be limited to modifications to benefits and / or eligibility processing requirements must be reviewed, responded to, and approved by Contractor within fifteen (15) days of such request by UT System. If Contractor requires adjustments prior to granting

approval, Contractor must immediately notify UT System and set up weekly update meetings to be held until UT System agrees that the modifications will meet UT System's operating requirements. Once requested modifications have been mutually agreed upon, the contractor must complete the eligibility and / or benefits project, including required testing within forty-five (45) days of UT Systems' approval.

### 5.3.6 Communication Requirements

Contractor must communicate information regarding the UT SELECT Dental plan design approved by UT System. All plan communications must be designed to educate both potential enrollees and current participants and must be approved by UT System prior to dissemination. Communications regarding the UT SELECT Dental plans must be clear and concise, using terminology familiar to participants as specified by UT System.

Contractor must develop UT SELECT Dental plan communications for written, electronic, and verbal dissemination to accommodate the varying needs of potential participants. However, UT System prefers that electronic communication be used whenever reasonably possible. Printed materials must always be made available electronically. Communication materials must meet ADA requirements for accessibility.

Contractor may recover the costs of the services described in this Section 5.3.6 only by making provision for such costs in the calculation of the proposed administrative fee for the self-funded standard dental plans (ref. **Section 6.1** of this RFP).

#### A. General Information

Communication materials to be developed by Contractor may include, but are not limited to:

- Participant brochures and information for inclusion in benefits books and newsletters;
- Customized UT System-specific UT SELECT Dental plan website;
- Presentations to Institutions Benefits Staff and participants;
- Scripted responses to be used by customer service representatives;
- Advertising materials in association with UT System UT SELECT Dental plan enrollment;
- Explanations of Benefits (EOBs), order forms, and claim forms;
- Online Dental Provider Directory, including a specific disclaimer stating that the list of dentists is subject to change;
- News releases, including contract signing announcement;
- Participant welcome packet; and
- Token giveaways for enrollment fairs and events.

Communication materials designed for UT SELECT Dental plan participants cannot, and Contractor represents and warrants that it must not, advertise or promote coverage, products or materials, other than those relating to Contractor's administration of the System UT SELECT Dental plans.

**Important: All materials relating to the plans must be approved by UT System prior to distribution to Institution employees and retirees.**

#### B. Annual Enrollment

Annual Enrollment information must be promptly provided to all benefits-eligible employees and retirees. The requirements listed below apply to all Annual Enrollment materials, including information for benefits guides.

1. Customer Service Information

All items must include the customer service phone number, hours of operation, a description of the process for filing claims (if applicable), the appeal process for treatment or claim denials, and Contractor's website address.

2. Description of Benefits

Contractor must provide a Schedule of Benefits for each of the self-funded group dental plans that contains the benefits as set forth in this RFP, along with its limitations and exclusions.

3. Provider Directory

The UT SELECT Dental provider directory must be made available in electronic format on Contractor's UT System-specific website. It should indicate each provider's address, assigned office code, and whether or not the provider is accepting new patients. The online directory must be updated at least monthly and must include a disclaimer that providers are subject to change.

Contractor's customer service center must produce and mail customized provider directories to UT System participants upon request.

4. Due Dates for Enrollment Materials

All educational and enrollment materials used for both Annual Enrollment and new employees must be distributed to all UT System Institution Benefit Offices no later than **June 15** of each plan year.

5. Attendance at Annual Enrollment Meetings

The contracting contractor is required to attend key scheduled Annual Enrollment meetings at each UT System institution when requested by the institution Benefits Office at Contractor's own expense. Contractor participation at Annual Enrollment meetings will help educate employees about the UT SELECT Dental plans discussed in this RFP. If Contractor is unable to attend all Annual Enrollment meetings being offered at a particular UT System institution, UT institution will have the discretion to designate a particular meeting or meetings as high-priority and request Contractor attendance specifically for the designated priority meeting(s).

Note: Based on prior Annual Enrollment experience, The UT SELECT Dental Contractor is generally requested to attend approximately 20-25 Annual Enrollment events each year.

6. Customer Service During Annual Enrollment

Contractor's dedicated Customer Service staff will be required to assist in answering questions regarding the UT SELECT Dental plans each year during UT System Annual Enrollment period(s), including during the July 2018 Annual Enrollment period. Education by Contractor Customer Service staff must be provided to all current and potential UT SELECT Dental plan participants. Customer service must be available via phone, email, in writing, or in person.

## C. UT System-Specific Website

*Before deploying the UT System-specific website, Contractor must submit information describing:*

- (1) the architecture of the website or application;*
- (2) the authentication mechanism for the website or application; and*
- (3) the administrator level access to data included in the website or application.*

*Before deploying the UT System-specific website, the website must be subject to vulnerability and penetration tests either conducted by UT System or an independent third party.*

*Contractor must be available to address additional information security-related questions.*

Contractor must establish a customized, UT System-specific website with the primary goal of allowing participants to easily access plan information regarding customer service toll-free numbers, claims, and plan contacts for the UT SELECT Dental plans. The website must meet all requirements as detailed in this Section 5.3.6.C.

Contractor's UT System-specific website must be available to UT System for testing and Information Security no later than **June 1, 2018**. The final UT System-approved website for plan year 2018-2019 must be completed by **June 23, 2018**, and must include UT System-approved enrollment materials. UT System must approve new website additions or redesigns at least two (2) weeks prior to any scheduled launch date. Contractor must update the website as often as needed with UT System-specific content (e.g., news) when requested by UT System. UT System's requests should be implemented within two weeks from the request date, or within a reasonable time as agreed by UT System, depending on the complexity of the update requested.

### 1. Content Specifications

UT System-specific website should be kept regularly updated with timely, relevant information for the UT SELECT Dental plans. All content for UT System-specific website must be approved by UT System before it is released. The site must include:

- A link to the UT SELECT Dental Benefit Guides and summaries, as approved by UT System;
- UT System-approved provider directory which must be updated on the website at least weekly during Annual Enrollment and monthly throughout the plan year. The online provider directory must include:
  - a geographic look-up capability by ZIP Code that is user friendly,
  - each provider's specialty,
  - each provider's assigned unique office code, and
  - an indication about whether each provider is accepting new patients or not.
- All information must be updated in accordance with the above time frames. The online and printed provider directories must include a disclaimer that providers are subject to change;

- Customer service information, including phone numbers, mail and claim addresses, hours of operation, and guidelines for the complaint and appeals processes;
- Electronic forms or email addresses for customer complaints and questions. Response to email complaints should have no more than a 48-hour turnaround time. A tracking system for complaints submitted online, similar to the tracking of telephone complaints, must be in place, with the ability to provide data and details to UT System upon request;
- All necessary contractor forms (e.g., claim forms) for participants. If forms are made available in PDF format, an easily identifiable link must be provided to download Adobe Acrobat Reader to enable participant viewing and printing;
- UT System's branding and UT System-specific welcome message must be included to clearly indicate the site is specific to UT System and the UT SELECT Dental plans;
- A link to System's UT Benefits website; and
- If Contractor provides a website through which a participant may view specific information about himself / herself, the site must utilize secured protocol (https://) and require authentication. The site may not use the participant's social security number as either the user identification or the password. The Benefits ID may be used as the user identification. Authentication via Single Sign-On using SAML 2.0 is strongly preferred over requiring a unique user identification and password specific to the site. See **Section 5.3.5** entitled "Technical and Data Requirements" for additional details.

## 2. Technical Specifications

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

- All website content must be clearly visible and functional in Internet Explorer, Safari, Google Chrome, Microsoft Edge and Firefox browsers;
- Entering a Social Security Number should not be required at any time to access information on the website;
- 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;
- The font must be easy to read, no smaller than 10px; and
- All web content and downloadable documents, including Adobe Portable Document Format (PDF) files, must be made accessible to persons with disabilities, in accordance with Appendices Four and Five of this RFP.

### D. Prohibitions; Notice of Inquiries from Third Parties

As the administrator for the UT SELECT Dental plans, Contractor may receive numerous inquiries from interested third parties relating to the UT SELECT Dental plans and their program administration. Contractor is strictly prohibited from disseminating any information about coverage, products, or materials on Contractor's website other than those explicitly relating to Contractor's plan offered or service provided to UT System participants, including UT System-specific UT SELECT Dental plans website.

Contractor must forward all inquiries from interested third parties relating to the System UT SELECT Dental plans and their program administration to UT System Office of Employee Benefits.

### E. Dissemination of Communication Materials



Communication materials may be considered “published” when a final electronic copy is delivered to UT System or is accessible on Contractor’s website. Materials that contain protected health information or other confidential information such as a participant’s Benefits ID number must be mailed in an envelope or packaging designed to secure the confidential information from casual viewers.

#### F. Plan Booklets

A separate plan booklet for each self-funded group dental plan, approved by UT System, must be provided for UT System’s UT SELECT Dental plans for each plan year. If corrections or amendments are made to a plan booklet during a plan year, all UT System participants will receive an updated plan booklet from UT System via email or regular mail. The updated plan booklet will also be posted on UT System website.

The plan booklets must include the Summary of Benefits as approved by UT System. The plan booklets must include any additions, limitations and exclusions, and a description of the appeals process. The plan booklets should include a description of current eligibility requirements, as set forth in *Chapter 1601 of the Texas Insurance Code* (ref. **APPENDIX TWELVE** of this RFP).

For the self-funded dental PPO booklets, UT System will edit each booklet and work with Contractor to prepare the booklet for printing and distribution by UT System. UT System will provide a copy of the plan booklet to all enrolled participants with an email address on file by electronic mail during the month of August. UT System will print and distribute hard copy plan certificates to those participants without an email address on file during the month of September. During the plan year, plan booklets will be provided to new participants by each institution referring the new participant to the appropriate website. UT System will post the plan booklets on the OEB website as well as require Contractor to post the plan booklets on Contractor’s System-specific website maintained by Contractor. This process will be followed in subsequent plan years to ensure participants receive access to the plan information.

#### G. Dental Identification (ID) Cards

Prior to September 1, 2018, Contractor must send UT SELECT Dental ID cards to all UT SELECT Dental participants, including those who enroll in the plan during the July 2018 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 UT System. Additionally, due to information security requirements, Contractor must provide UT 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.

The ID card may not include UT System participant’s social security number. The card must use the Benefits ID number as specified by UT System, as well as other standard information in a format prescribed by UT System including the participant’s name and a summary of benefits for the UT SELECT Dental plans. Replacement cards must be provided at the request of a UT SELECT Dental 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).

#### H. Training of System and Institution Staff

Contractor must provide training to UT System staff and institution HR and Benefits staff regarding the UT SELECT Dental plans. Centralized training for UT Institutions' HR and Benefits staff occurs on an annual basis during the Benefits and Human Resources Conference (BHRC) hosted in Austin by OEB in June of each year. In addition, specific training for UT Institutions' HR and Benefits staff may be required at other times during the year based on changes to operations and the needs of UT System.

#### I. Performance Standards

##### 1. Website Outages

UT System Requirement: Outages of customer service access points, including the UT System-specific website, should be kept to a minimum. If an outage does occur (or is expected to occur), the contractor must report the outage to UT System as soon as possible and service should generally be restored within one (1) hour of the outage, dependent upon specific circumstances.

*Financial Penalty:* A penalty of \$1,000 may be assessed for each outage over one (1) hour but less than eight (8) hours. If an outage is greater than eight (8) hours but less than twenty-four (24) hours, a penalty of \$2,000 may be assessed. If an outage lasts longer than twenty-four (24) hours, a penalty of \$4,000 may be assessed for each occurrence, up to a maximum penalty of \$12,000 for each quarter. OEB may waive this penalty based on extenuating circumstances, including down time due to unusually severe weather, a natural disaster, or an act of terrorism.

##### 2. Annual Enrollment Materials – UT System Requirement: Contractor must meet all due date requirements as specified in this RFP for materials related to Annual Enrollment.

*Financial Penalty:* A penalty of \$4,000 may be assessed for each violation of the due date requirements for: (1) preparation of UT System-specific website; and (2) distribution of plan materials.

#### 5.4 Additional Questions Specific to this RFP

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

##### **Vendor Experience, Company and Company Information (10%)**

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

Provide the following information for each customer:

- Customer name and address;
- Contact name with email address and phone number;
- Time period in which work was performed;
- Short description of work performed.

2. Has Proposer worked with University institutions in the past five (5) years? If “yes,” state University Institution name, department name, department contact, and provide a brief description of work performed.
3. Provide Proposer’s total commercial TPA enrollment as of December 1, 2015 and December 1, 2016. Provide a statement of the Proposer’s capacity to enroll new participants and the likelihood of any future limitations on enrollment.
4. Explain Proposer’s previous experience in providing self-funded group dental benefits, as applicable, to groups of 10,000 or more, especially higher education institutions and governmental organizations.

Provide the following information that applies to both PPO dental plans:

5. The full legal name, address, telephone number, and URL for the corporate website.
6. The name, title, mailing address, telephone number, fax number, and email address for the following individuals:
  - The organization’s contact person for Services, that will result from this RFP;
  - The person authorized to execute any contract(s) that may be awarded;
  - The person who will serve as the organization’s legal counsel;
  - The actuarial / financial expert(s) responsible for preparation of items in this response, who must be available to respond to inquiries made by UT System or its consulting actuary and provide any requested information concerning such items.
7. If applicable, provide a description of Proposer’s parent company as well as any subsidiaries and / or affiliates, including whether each is publicly or privately owned.
8. Type of incorporation (for-profit, not-for-profit, or nonprofit); publicly or privately owned.
9. Copies of recent ratings and reports regarding Proposer issued by independent rating organizations or similar entities (e.g. Best’s, Moody’s, Standard & Poor’s, etc.).
10. A copy of Proposer’s most recent NAIC annual statement and most recent audited financial statement.
11. A copy of the organizational chart identifying the personnel who will be responsible for the administration and management of Contractor’s contract with UT System.
12. A copy of Proposer’s current certificate of authority, issued by the Texas Department of Insurance, to operate as a third-party administrator providing dental services in the State of Texas.
13. Date the group dental administrative services were first provided in the State of Texas.
14. A copy of Proposer’s current State of Texas Vendor ID number (14-digit number).
15. A copy of the Proposer’s current SSAE No. 16 report.

16. Provide the names and addresses of all parties who would receive compensation as a result of Proposer's selection under this RFP, including, but not limited to, consulting fees, finder's fees, and service fees.
17. State the name and address of any sponsoring, parent, or other entity that provides financial support to Proposer. Include an indication of the type of support (i.e., guarantees, letters of credit, etc.) provided as well as the maximum limits of additional financial support from other entities. If applicable, provide a copy of the sponsoring organization's most current audited financial statement.
18. Is Proposer presently actively considering or subject to any mergers with and/or acquisitions of or by other organizations? If so, provide specifics. Affirm that Proposer agrees to notify the UT System immediately upon reaching any form of binding agreement in connection with any merger, acquisition or reorganization of Proposer's management.
19. Disclose any contractual relationships with affiliates that could present a conflict of interest with Proposer's role as administrator of the UT SELECT Dental plans.
20. Describe Proposer's organization's risk retention process including the use of a reinsurer. If a reinsurer is employed, provide the name and amount of risk assumed and any involvement the reinsurer has in the claims approval process.
21. 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.
22. Describe any investigations, proceedings, or disciplinary actions by any state regulatory agency against the organization 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.

**Deviations from the RFP (15%)**

23. 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 the RFP standards and why.

**Operational Services (10%)**

24. Where is Proposer's primary administrative facility located?

25. State if Proposer contracts with a management or service company for some or all of the administrative services. If applicable, specify the name of the company, the services provided, and the method of reimbursement. Note that this would require compliance with the HUB requirements described in this RFP.
26. Provide detailed description of the Proposer's HIPAA Privacy and Security Compliance programs as these would apply to UT System data in the Proposer's capacity as an administrator. Include information on workforce training and monitoring.
27. Describe all policies and practices implemented to ensure the privacy of all confidential information as defined in the Contract, including but not limited to protected health information as defined by the HIPAA privacy rule, employee / participant information, or other confidential information about the UT System and its participants. Include a link to Proposer's HIPAA policies and Notice of Privacy Practices as well as a brief description of any HIPAA violations alleged against Proposer by consumers or the Department of Health and Human Services, including the outcomes.
28. Confirm that Proposer is currently in compliance with all HIPAA requirements.
29. Provide the name of Proposer's HIPAA privacy officer and a description of his or her qualifications.
30. Confirm Proposer's compliance with current HIPAA rules and regulations applicable to data transmission and privacy, and the organization's willingness to comply with future changes.
31. List any entities with whom Proposer anticipates sharing or disclosing any PHI (Protected Health Information) that Proposer has created or received from (or on behalf of) the 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.
32. Describe what safeguards exist to prevent one group's claims experience from being charged to another.
33. Provide a detailed description of the procedures and systems Proposer uses to prevent, deter, detect and investigate fraud or related issues, and explain how such processes shall be utilized in connection with the UT SELECT Dental plans.
34. Discuss Proposer's collection process, both for participant and / or provider dentist, for terminated participants that utilize UT SELECT Dental benefits beyond the date on which their benefits ended. Will this type of service be available to the UT System for dental treatment received after Proposer has been notified that a participant's eligibility has terminated?
35. Describe Proposer's experience in providing cost-containment enhancements to current and former clients.

36. Describe Proposer's quality assurance (QA) program. Provide the name of the designated senior executive responsible for the program as well as a copy of the Proposer's current QA policies and procedures.
37. 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? Please provide a copy of the most recent results.
38. Describe Proposer's processes for monitoring the appropriateness of dental care services, including underutilization and overutilization.
39. Does Proposer have an information security plan in place, supported by security policies and procedures, to ensure the protection of information and information resources? If so, provide an outline of the plan and note how often it is updated. If not, describe what alternative methodology Proposer uses to ensure the protection of information and information resources.
40. Describe the procedures and tools used for monitoring the integrity and availability of the information systems interacting with the service proposed, detecting security incidents, and ensuring timely remediation.
41. Describe the physical access controls used to limit access to Proposer's data center and network components.
42. 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?
43. If Proposer were selected, would Proposer agree to a vulnerability scan and penetration tests by UT System of 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? If the Proposer objects to a vulnerability scan, describe in detail the reasons for objection.
44. Does Proposer have a data backup and recovery plan, supported by policies and procedures, in place for the hosted environment? If so, provide an outline of the plan and note how often it is updated. If not, describe what alternative methodology Proposer will use to ensure the restoration and availability of UT System data.
45. Does Proposer encrypt data backups? If so, describe the methods used to encrypt backup data. If not, what alternative safeguards will Proposer use to protect UT System data backups against unauthorized access?
46. Does Proposer encrypt data in transit and at rest? If so, describe how that security is provided. If not, what alternative methods are used to safeguard data in transit and at rest?
47. What technical security measures does Proposer propose to take to detect and prevent unintentional (accidental) and intentional corruption or loss of UT System data?

48. What safeguards does Proposer have in place to segregate UT System and other customers' data to prevent accidental or unauthorized access to UT System data?
49. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of UT System data?
50. What administrative safeguards and best practices does Proposer employ with respect to staff members (Proposer and third-party) who would have access to the environment hosting all information systems that would interact with the service proposed, including any information systems that would hold, process, or from which UT System data may be accessed, to ensure that UT System data and resources will not be accessed or used in an unauthorized manner.
51. Describe the procedures and methodology in place to detect information security breaches and notify customers in a manner that meets the requirements of HIPAA and Texas breach notification laws.
52. Describe the procedures Proposer has in place to isolate or disable all information systems that would interact with the service proposed, including any systems that would hold, process, or from which Institution data may be accessed, when a security breach is identified?
53. Describe the safeguards in place to ensure that 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, reside within the United States.

#### Data Security and Handling of Data

54. 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.
55. Data Disposition and Removal. Explain how Proposer reliably deletes UT System data upon request or under the terms of the contractual agreement. Describe the evidence that is available and provided after data has been successfully deleted.
56. Encryption for Data in Transit. Explain how strong encryption using a robust algorithm with keys of required strength are used for encryption in transmission and in processing per requirements identified in NIST 800-53v4. Explain how cryptographic keys are managed, protection mechanisms, and who has access to them. Describe how strong data encryption is used for web sessions and other network communication including data upload and downloads. Define how encryption in transmission is used to ensure data security between applications (whether cloud or on premise) and during session state.

57. Encryption for Data at Rest. Describe how strong data encryption is applied to data at rest in all locations where Confidential information is stored.

#### Personnel

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

#### **Benefit and Network Administration (20%)**

62. Provide a detailed description of any exclusions, limitations and / or preexisting condition clauses which pertain to the self-funded benefits schedule as well as any enhanced benefits and additional definitions to be considered in evaluating the product(s) the Proposer is proposing in response to this RFP.
63. UT System currently administers COBRA continuation internally; however, Proposer, if selected, may be responsible for COBRA administration at some point in the contract. Confirm that Proposer is able to provide COBRA administration for former UT System either internally or with an outside vendor.
64. Confirm that Proposer understands and agrees that UT System will determine eligibility for UT SELECT Dental plan for all UT System employees, retirees and dependents.
65. In providing responses to the following inquiries, if Proposer's administrative or management processes differ within the state of Texas, provide individual responses for each provider network included in the proposal. The following chart indicates the locations of the fourteen (14) UT System institutions. Complete the chart to indicate the number of network providers currently providing dental services on behalf of Proposer in each area listed. Do not count individuals more than once if they provide services at multiple locations.

Important: If Proposer is proposing the inclusion of more than one provider network, complete separate charts for each network.





Arlington								
Austin								
Brownsville								
Dallas								
El Paso								
Edinburg/McAllen								
Galveston Island								
Galveston County (Mainland)								
Harlingen								
Houston								
Odessa/Midland								
San Antonio								
Tyler								
Entire State of Texas								

66. Confirm that Proposer's GeoAccess reports will provide the number of UT System employees with (a) a General Dentist within 5, 10, 15 and 30 miles; and (b) a Specialty Dentist within 5, 10, 15 and 30 miles. Note: Proposer should use the Zip Code data in the Appendix TEN, TAB 17 of this RFP to prepare the GeoAccess report. Prepare a separate report for General Dentists and each Specialty Dentist category listed in the above chart(s).

67. For each Provider Network submitted in response to this RFP, vendors must provide a separate Provider Network CD or DVD, including one file for primary dentists and one file for specialty dental providers. Each file name should include your company name, and whether the file contains primary or specialty dentists. Failure to properly identify the data may result in a delay in the review of your response. The files must be in fixed-length text format, and follow the dataset layout as specified in **APPENDIX NINE**.

NOTE: The documentation required is more than what is primarily listed in a vendor's provider directory. Please note the following when preparing the Provider Network CD's or DVD's:

Provide GeoAccess reports showing the number of System employees with:

- General Dentist within 5, 10, 15 and 30 miles; and
- Specialty Dentist within 5, 10 and 30 miles.

The format may not be altered. **No other format will be accepted.**

All required data fields must be filled in. If not, your proposal will not be considered complete. **Blank records, abbreviated names or extra fields are not acceptable.**

Only specialty codes provided by the System are valid. See the list of specialty codes included in the dataset layout (see **APPENDIX NINE**).

Provide three (3) copies of each Provider Network CD/DVD.

68. Describe the management of Proposer's provider network(s). If the network is leased from another entity, fully describe that entity and the contractual relationship. If Proposer contracts with a management company, provide details of the arrangement including any limitations the arrangement may or will have on Proposer's ability to comply with each of the requirements set forth in this RFP.
69. Disclose any network facility in which Proposer maintains a majority ownership and / or controlling interest. In addition, identify any subsidiary or affiliated provider that maintains such an interest.
70. Does Proposer require any network providers to use a specific laboratory for their dental work? Can the network provider use a lab of their choice, including their own, and still receive network benefits?
71. How does a plan participant access the network? Is there any type of precertification required? If so, what is done if a plan participant receives services from a network provider without getting the required precertification?
72. Does the plan operate provider networks in other areas of the United States outside of Texas that would be available to UT System participants working, living in or visiting out-of-state? If so, specify any areas that are served by such networks. Explain any limits to the number of participants living outside of Texas that Proposer would be able to cover in a reciprocity arrangement? Is Proposer approved by the Texas Department of Insurance for reciprocity arrangements? If yes, identify the locations and describe such arrangements, if any.
73. Describe the professional liability coverage requirements for each type of dental provider, including all provider facilities, in Proposer's network.
74. Describe any fee and risk sharing arrangements that Proposer has with dental network providers.
75. Describe the minimum periods that are included in Proposer's dental 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 plan participants following the provider's termination from the network.

76. Describe the training / orientation process for new network dental providers including participant eligibility, billing, and quality improvement responsibilities.
77. Describe the growth of Proposer's Texas network over the past three (3) years and if there are plans for future development of the network.
78. Explain how Proposer's network providers are selected and the requirements to be a network provider including any requirements of ownership of dispensing facilities and inventory levels.
79. Does Proposer currently contract with any providers affiliated with the UT System health institutions? If so, provide the names of these providers and the institutions where they provide dental care services. Note: UT System is unable to provide a listing of specific dental providers affiliated with UT System health institutions.
80. List any national and regional dental clinics in Proposer's network.
81. What has been Proposer's provider turnover rate for each of the last two (2) years?
82. Describe Proposer's method for informing plan participants of additions to and terminations from Proposer's provider network.
83. Complete the Provider Fee Schedules in Appendix 11 by providing the 2017 allowable charge applicable to the indicated procedure codes in each three-digit zip code in Texas for (a) general dentists and (b) specialists in the network which you propose to use in the administration of the UT SELECT Dental plans. The workbook is to be completed in the format provided and submitted via CD or DVD. In addition, submit any explanatory information that may be required to properly interpret your fee schedules.
84. Explain how Proposer will determine the allowable charge for services provided by non-network dentists.
85. Describe the methodology Proposer uses to establish allowable charges for non-network dentists.
86. Provide a detailed explanation of the manner in which Proposer compensates its dentists. Include explanations of the following in the response:
  - a) Payments to Primary Dentists.
  - b) Supplemental Payments to Primary Dentists.
  - c) Payments to Specialists.
  - d) Miscellaneous payments such as consulting fees and payments for emergency or out-of-pocket area treatment.
87. Considering all payments made to dentists by Proposer as well as payments from participants, what percentage of their usual and customary charges do network dentists typically receive? Respond separately for Primary Dentists and Specialists.

88. Provide a listing of the names and total amounts paid for the ten (10) dentists or dental groups in Texas that received the largest total payments during 2016. Provide a separate listing showing the names and total amounts paid for the ten (10) dentists that received the largest total payments during 2016. Include separate lists for both general and specialty dentists located in the State of Texas. The current contracting Proposer's list of dentists utilized is in **APPENDIX TEN**, Tabs 7 and 8 of this RFP.
89. Describe the wellness programs and / or tools offered by Proposer that would be available to UT SELECT Dental plan participants.
90. What specific attributes of Proposer's wellness programs are designed to identify and engage those whose health habits or status place them at risk (e.g., individuals who smoke, have oral cancer, etc.), even though they are not presently experiencing adverse health effects, rather than just the "worried well" or those who seek reinforcement of already healthy lifestyles?
91. What referral sources will Proposer employ to identify members for participation in UT System "Living Well" wellness programs and services?
92. Identify what Proposer considers to be the key changes in the past year in any aspect of Proposer's wellness programs, and prospective changes for the next 1-2 years.
93. Detail any wellness programs currently being offered by Proposer that are designed to improve the health and well-being of all individuals, including healthy and low-risk individuals. Indicate whether these programs are managed directly by Proposer or provided by a subcontractor.
94. Provide a sample Dental claim form.
95. Confirm that UT System will have a specific high-level contact for issues regarding UT SELECT Dental claims administration and indicate where this contact will be located.
96. Provide a detailed description of Proposer's dental claims processing procedures from dental providers.
97. Describe Proposer's procedure for processing paper claims submitted by participants.
98. How long will claims records specific to the UT SELECT Dental plan be maintained?
99. For the claims office that would be processing claims for UT Participants, provide the following statistics for all claims paid by Proposer for the most recent 12- month period:

<b>PERIOD:</b>	<b>COMPANY STANDARD</b>	<b>ACTUAL</b>
Claims payment accuracy rate		
Claims processing accuracy rate		

Financial accuracy rate		
Average turnaround time		

100. Confirm how Proposer will adjudicate coordination of benefit (COB) claims for participants who have another primary dental plan to which the UT SELECT dental plan is secondary and that the cost of processing such claims will be consistent with the fees associated with all other types of claims.
101. Explain the process for obtaining dental records required to pay a claim. If records are needed, state who is responsible for the cost of the records.
102. With regard to a claim, state the time period during which a participant must submit a claim following the date of service.
103. Provide the average time involved in approving or denying a Dental claim.
104. After a UT SELECT Dental claim has been approved for payment of benefits, state the time period in which Proposer will release payment of funds.
105. Provide a detailed description of the grievance and appeals process for benefits provided.
106. Will the Proposer have a dedicated team to process claims for UT SELECT Dental plan participants? If so, describe their location, number and experience of dedicated staff.
107. Confirm that Proposer has the capability to exchange eligibility and claims data on a real-time basis with the contracted administrator of the UT FLEX plan.
108. Does Proposer's system have the capability for network dental providers to utilize real time claim adjudication? What percentage of Proposer's network providers utilize Proposer's system for real time claim adjudication?

**Customer and Account Service (20%)**

109. Briefly outline Proposer's account management philosophy. Include information about how the team members are compensated by Proposer.
110. How many other contracting customer organizations is the assigned account manager currently servicing and how many total members are represented by those organizations?
111. What is the Proposer's account manager / executive turn-over rate for the last twelve (12) months?
112. What is the expected response time for the account management team when responding to Office of Employee Benefits (OEB) staff? To UT Institution HR staff?
113. What is the expected response time for escalated customer service team members to members of the OEB staff? To UT Institution HR staff?

114. Describe the organization, location and structure of the account service team that shall (1) initially implement the UT SELECT Dental plans; and (2) provide ongoing program support for the UT System plans. Provide a resume of each team member, including Contractor-related duties and length of time with your organization. Describe any other duties these personnel will be performing related to non-UT System responsibilities.
115. Provide an organizational chart identifying the personnel who will be responsible for the administration and management of Proposer's contract with the UT System, if selected. Describe any other duties these personnel will be performing relating to non-UT System responsibilities.
116. Provide the names and titles of Proposer's administrative support staff that will administer the UT SELECT Dental plans, including the total number of full-time equivalent employees and which employees are located in Texas. What is the turnover rate among this staff for the past two (2) years?
117. Describe in detail the facilities, personnel, and procedures Proposer intends to use to service those functions required for the self-funded PPO plans other than the processing of claims. This response should include a description of: 1) personnel that will be available to confer with UT System's consulting actuaries concerning financial issues, 2) legal and other expertise available to represent Proposer in administrative hearings and litigation, including subrogation, and to assist UT System in the execution of its duties under the Contract, and 3) Proposer's internal processes to deal with participant grievances.
118. Describe Proposer's customer service unit, including the manner in which it is accessed, hours of operation, and the location(s) of the customer service call centers to be utilized by UT System participants.
119. Are 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)? If so, please describe.
120. Will Proposer provide a separate toll free number for UT System members? Provide the days and hours in which this access will be available.
121. How many telephone lines and support staff will be dedicated to customer service and claims processing for the UT SELECT Dental plan?
122. How are after-hours calls to customer service handled?
123. What was Proposer's telephone customer service performance for the last year relating to abandonment rate and waiting times?
124. Indicate the average number of telephone calls received over the past six (6) months on a weekly basis for the primary call center(s) to be utilized by UT System participants.
125. Does Proposer's customer service system support TTY, also known as TDD (Telecommunications Device for the Deaf) technologies?

126. How does Proposer's customer service system support non-English-speaking participants?
127. How will customer service unit be staffed? What is the turnover rate for Proposer's non-management call center staff?
128. Briefly describe the training that each employee or representative receives to provide customer service. Include the length of time it takes to advance from training to a qualified Customer Service Representative (CSR).
129. How does Proposer ensure that its CSRs are providing timely and accurate information?
130. How does Proposer monitor first-call resolution and member inquiries that do not get resolved?
131. Does Proposer's customer service inquiry system allow CSRs to enter information and provide the ability for CSRs to review previous notes to better assist members?
132. Can CSRs view historical claims information online to assist participants? Will participants be able to view their claims information online via the organization's UT System-specific website? How will designated UT System staff members access claims information for UT System participants so that specific claims can be reviewed and / or specific reporting requested?
133. Provide a sample copy of all written materials to be used in administering the UT SELECT Dental plan coverage. As a minimum, Proposer's response should include the following:
- a) Annual Enrollment/Marketing Packets: Include copies of proposed marketing materials; all proposed newspaper, billboard, television and radio advertisements for Annual Enrollment; and presentation materials for employee meetings.
  - b) Post enrollment member packets: Include a copy of the proposed benefits books, including a complete description of benefits provided, limitations, and exclusions.
  - c) Provide a sample copy of all forms that must be completed by a System enrollee.  
Note: The System will not utilize Proposer's enrollment form.
134. Explain in detail the services that will be available at no additional cost to System regarding communications and participation of the organization's personnel at employee / retiree meetings during annual enrollment periods.
135. Describe Proposer's current reporting capability. Provide samples of utilization and administrative performance reports currently available to contracting plans. How often are reports prepared? Describe the method that Proposer would use to determine the cost of any special reports that might be requested by UT System.
136. If Proposer is unable to provide any information requested in the Administrative Performance Report template included as an **APPENDIX THIRTEEN**, describe in detail any information that cannot be provided and explain why it cannot be provided.



137. Describe any unique reporting capabilities that differentiate Proposer from its competitors.
138. Confirm that Proposer can provide normative data against which the UT System can benchmark its plan.
139. Does Proposer currently perform overall participant satisfaction surveys? If so, does an outside organization perform the surveys? Provide a copy of the latest survey and its results, including the percentage of participants who indicated that they were “satisfied” or “very satisfied” with the overall program.

**Technical and Data Exchange Capabilities (10%)**

140. Describe Proposer’s ability to provide automated notification upon receipt of eligibility data as well as automated, timely notifications confirming either successful load or failure to load for any eligibility dataset received from UT System.
141. Explain how Proposer plans to ensure that it meets all requirements regarding protecting the confidentiality of social security numbers as outlined in this RFP, including the requirements of Section 35.58 of the Texas Business and Commerce Code, CONFIDENTIALITY OF SOCIAL SECURITY NUMBER.
142. Describe Proposer’s experience with automated enrollment systems, including any specific automated systems that Proposer has worked with.
143. Explain how data is entered into Proposer’s eligibility system. Provide a data flow diagram of the process to receive, audit, and load eligibility datasets, including an indication of whether the diagram refers to a current or proposed system. If documenting a proposed system, the anticipated implementation date should be included.
144. Where is the location of the computer system that maintains and hosts Proposer’s eligibility system and data? Is a third-party application used for entering data into the organization’s eligibility system or was proprietary software developed in-house?
145. Upon receipt of eligibility datasets from UT System, can Proposer’s eligibility system produce a detailed error report indicating which records which have been accepted for loading and which have been rejected? Will such reports be provided following each eligibility transmission?
146. Discuss the staffing and capabilities of the Proposer’s team that would be responsible for managing information systems and data for the UT SELECT Dental plans.
147. How soon after receiving eligibility data from UT System would any updates be reflected in Proposer’s eligibility system?
148. Describe Proposer’s process for implementing changes to the benefit plan design. How much advance notice is required for a change to be made in Proposer’s information system?

149. What quality assurance processes are integrated into Proposer's information systems to ensure accurate programming of the initial benefit plan design and to improve the accuracy of programming related to plan design changes during the contract period?
150. Confirm Proposer's ability to accept emergency updates to dental eligibility, as specified in this RFP. Additionally, describe the organization's ability to provide a website allowing designated UT System's staff to view eligibility and make emergency eligibility updates directly in the Proposer's database when necessary.

**Administrative Fees (5%)**

151. State whether Proposer will offer any guarantee of maximum increases for future years, starting September 1<sup>st</sup>, 2021. If so, state these guarantees.
152. Describe all discounts that may be available to University, including, educational, federal, state and local discounts.
153. After the initial three (3)-year contract, the UT System requires 210 days advance notice before the end of each plan year of any increase in the administrative fee for the next plan year. Confirm that Proposer agrees to this requirement.
154. Detail the renewal rating procedure to be used in the determination of administrative fees for years following the original 36-month guarantee period.
155. As described in this RFP, the UT System will remit payment of the administrative fee for the self-funded plan to the Proposer within 60 days from the beginning of the coverage period. Confirm that the Proposer understands and agrees to this provision.
156. Proposed administrative fee must include all required services as specified in this RFP, and required services must not have extra fees. Confirm that the Proposer agrees to this requirement.
157. Proposer's proposed administrative fee must not include a provision for state taxes. Confirm that the Proposer agrees to this requirement.
158. Proposer must not have minimum participation requirements for the administrative fee quoted. Confirm that the Proposer agrees to this requirement.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

**To:** The University of Texas System

**RFP No.:** 720-1809 Dental PPO Administration Services

Ladies and Gentlemen:

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

**6.1 Administrative Fees (10%)**

Monthly Administration Fees (September 1, 2018 through August 31, 2021)

\$\_\_\_\_\_ / subscriber / month

The monthly administrative fee applies to each subscriber defined as each active employee, retired employee, surviving dependent, and COBRA subscriber enrolled in the self-funded UT SELECT Dental plan on the last day of each month. This single rate applies regardless of the number of dependents covered by a subscriber.

Proposed administrative fee for the self-funded group dental benefits in **Section 6.1** of this RFP, must be guaranteed for a minimum of three (3) years, beginning September 1, 2018 through August 31, 2021.

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

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

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

**6.3 Payment Terms**

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

Indicate below the prompt payment discount that Proposer offers:

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

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Proposer agrees to accept payments from University through those methods, including the automated clearing house system ("ACH"). Proposer agrees to provide Proposer's banking information to University in writing on Proposer letterhead signed by an authorized representative of Proposer. Prior to the first payment, University will confirm Proposer's banking

information. Changes to Proposer's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Proposer.

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

Respectfully submitted,

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

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

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

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

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

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

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

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

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

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

#### 1.2 Inquiries and Interpretations

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

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

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

#### 1.3 Public Information

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

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

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

#### 1.4 Type of Agreement

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

#### 1.5 Proposal Evaluation Process

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

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

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

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

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

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

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

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

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

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

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

## 1.9 Preparation and Submittal Instructions

### 1.9.1 Specifications and Additional Questions

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

### 1.9.2 Execution of Offer

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

### 1.9.3 Pricing and Delivery Schedule

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

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

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

### 1.9.4 Proposer's General Questionnaire

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

### 1.9.5 Addenda Checklist

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

### 1.9.6 Submission

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

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

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

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



## SECTION 2

### EXECUTION OF OFFER

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

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

- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of University, on the other hand, other than the relationships which have been previously disclosed to University in writing.
  - Proposer has not been an employee of any member institution of University within the immediate twelve (12) months prior to the Submittal Deadline.
  - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
  - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred Proposer or the principal of a debarred Proposer (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 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.: 720-1809 Dental PPO Administration Services

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

Submitted and Certified By:

---

(Proposer Institution's Name)

---

(Signature of Duly Authorized Representative)

---

(Printed Name / Title)

---

(Date Signed)

---

(Proposer's Street Address)

---

(City, State, Zip Code)

---

(Telephone Number)

---

(FAX Number)

---

(Email Address)

SECTION 3

**PROPOSER'S GENERAL QUESTIONNAIRE**

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

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

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

\_\_\_\_\_

Address of principal place of business:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.2 Approach to Project Services**

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.3** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
  - 3.2.3.1 Identification of tasks to be performed;
  - 3.2.3.2 Time frames to perform the identified tasks;
  - 3.2.3.3 Project management methodology;
  - 3.2.3.4 Implementation strategy; and
  - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

### **3.3 General Requirements**

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

### **3.4 Service Support**

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

### **3.5 Quality Assurance**

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

### **3.6 Miscellaneous**

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

**SECTION 4**

**ADDENDA CHECKLIST**

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

**To:** The University of Texas System

**Ref.:** 720-1809 Dental PPO Administration Services

**RFP No.:** 720-1809

Ladies and Gentlemen:

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

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

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

Respectfully submitted,

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

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

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

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

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

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

**APPENDIX THREE**

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

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

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



## APPENDIX FOUR

### ACCESS BY INDIVIDUALS WITH DISABILITIES

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

## APPENDIX FIVE

### ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

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

#### Basic Specifications

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

#### Security

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

### Integration

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

### Accessibility Information

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

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

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

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

## APPENDIX SIX

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

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

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

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

#### General Protection of University Records

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

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

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

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

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

### **Access Control**

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

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

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

### **Use of Data**

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

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

### **Data Transmission**

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

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

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

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

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

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

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

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

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

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

**APPENDIX EIGHT**

**CURRENT SCHEDULE OF BENEFITS FOR UT SELECT DENTAL PPO PLAN AND UT SELECT DENTAL PPO PLUS PLAN**

**(INCLUDED AS SEPARATE ATTACHMENT)**



**APPENDIX NINE**  
**DATASET REQUIREMENTS**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

**APPENDIX TEN**  
**PLAN HISTORY**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

**APPENDIX ELEVEN**

**PROVIDER FEE SCHEDULE (TO BE COMPLETED BY PROPOSER)**

**(INCLUDED AS SEPARATE ATTACHMENT)**

**APPENDIX TWELVE**

**CHAPTER 1601, TEXAS INSURANCE CODE**

**(INCLUDED AS SEPARATE ATTACHMENT)**

**APPENDIX THIRTEEN**  
**ADMINISTRATIVE PERFORMANCE REPORT TEMPLATE**  
**(INCLUDED AS SEPARATE ATTACHMENT)**

## AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This Agreement between University and Contractor ("**Agreement**") is made and entered into effective as of September 1, 2018 (the "**Effective Date**"), by and between The University of Texas System, an agency and institution of higher education established under the laws of the State of Texas ("**University**"), and \_\_\_\_\_, Federal Tax Identification Number \_\_\_\_\_ ("**Contractor**").

University and Contractor hereby agree as follows:

### 1. Scope of Work.

- 1.1 Contractor will perform the scope of the work (**Work**) in **Exhibit A**, Scope of Work, to the satisfaction of University and in accordance with the schedule (**Schedule**) for Work in **Exhibit B**, Schedule. Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.
- 1.2 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local, laws, statutes, regulations and ordinances (collectively, **Applicable Laws**), for the performance of Work.

### 2. The Project.

The Work will be provided in connection with Dental PPO Administration Services and all other related, necessary and appropriate services (**Project**).

### 3. Time for Commencement and Completion.

The term (**Initial Term**) of this Agreement will begin on the Effective Date and expire on August 31, 2021, or (i) the last expiration date of any policies University procures through Contractor, or (ii) the day after all claims or disputes related to all policies procured by University through Contractor are finally resolved and settled to University's satisfaction. University will have the option to renew this Agreement for three (3) additional one (1) year terms (each a **Renewal Term**). The Initial Term and each Renewal Term are collectively referred to as the **Term**.

### 4. Contractor's Obligations.

- 4.1 Contractor will perform Work in compliance with (a) all Applicable Laws, and (b) the Board of Regents of The University of Texas System [Rules and Regulations](#), the policies of [The University of Texas System](#); and the institutional rules, regulations and policies of [University of Texas System Office of Employee Benefits](#) (collectively, **University Rules**). Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, [Chapter 15, Texas Business and Commerce Code](#), or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
- 4.2 Contractor represents and warrants that (a) it will use its best efforts to perform Work in a good and workmanlike manner and in accordance with the highest standards of Contractor's profession or business, and (b) all Work to be performed will be of the quality that prevails

among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.

- 4.3 Contractor will call to University's attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 4.4 University at all times is relying on Contractor's skill and knowledge in performing Work. Contractor represents and warrants that Work will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will not be in any way diminished by reason of any approval by University. Contractor will not be released from any liability by reason of any approval by University.
- 4.5 Contractor will, at its own cost, correct all material defects in Work as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in Work within a reasonable time, then University may correct the defective Work at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Work that University may have at law or in equity.
- 4.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of Work to be duly registered and licensed under all Applicable Laws. Contractor will assign to the Project a designated representative who will be responsible for administration and coordination of Work.
- 4.7 Contractor represents and warrants it is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 4.8 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision of its organizational documents; (b) result in the violation of any provision of any agreement by which it is bound; or (c) conflict with any order or decree of any court or other body or authority having jurisdiction.
- 4.9 Contractor represents and warrants that all of Contractor's Personnel contributing to Work Material (ref. **Section 7**) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of Work Material produced by Personnel while performing services pursuant to this Agreement, and (ii) make all assignments necessary to effectuate such ownership. **Personnel** means any and all persons associated with Contractor who provide any work or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.
- 4.10 Contractor represents and warrants that: (i) Work will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor (for the benefit of University); (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) Work Material and the intellectual property rights protecting Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges and other restrictions; (iv) Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or

other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of Work Material will not violate the rights of any third parties in Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

## 5. Contract Amount.

- 5.1 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("**TAC**") Section 3.322.
- 5.2 The Contract Amount includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement.
- 5.3 In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that the University did not receive from Contractor prior to termination.
- 5.4 So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing, University will pay Contractor for the performance of the Work as set forth in **Exhibit A**. Contractor understands and agrees that payments under this Agreement may be subject to the withholding requirements of Section 3402 (t) of the Internal Revenue Code.
- 5.5 University will pay Contractor for the performance of Work in accordance with **Exhibit C**, Payment for Services.

## 6. Payment Terms.

- 6.1 At least sixty (60) days from the beginning of the coverage month based on University's self-bill, during the Term, Contractor will submit to University an invoice covering Work performed for University to that date, in compliance with **Exhibit C**, Payment for Services. Each invoice will be accompanied by documentation that University may reasonably request to support the invoice amount.

Contractor must process and pay all claims submitted under the self-funded UT SELECT Dental plans. Contractor must pay claims through the issuance of drafts or through Electronic Funds Transfer ("EFT") from Contractor's account prior to seeking reimbursement from UT System. On at least a biweekly basis, Contractor must present an invoice to UT System for claim payments made during the previous invoice period.

All payments from Contractor to University must be by ACH or other electronic fund transfer methods. Contractor will be responsible for the escheatment process in accordance with Texas law for any payments disbursed on behalf of the UT SELECT Dental plans.

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 University.

Section 51.012 of the Texas Education Code authorizes University to make any payment through electronic funds transfer (or by electronic pay card).



Any changes to Contractor's banking information must be communicated in writing to University at least thirty (30) days in advance of the effective date of the change.

- 6.2 Within ten (10) days after final completion and acceptance of Work by University or as soon thereafter as possible, Contractor will submit a final invoice (**Final Invoice**) setting forth all amounts due and remaining unpaid to Contractor. Upon approval of the Final Invoice by University, University will pay (**Final Payment**) to Contractor the amount due under the Final Invoice.
- 6.3 Notwithstanding any provision of this Agreement to the contrary, University will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if Contractor is in default under this Agreement.
- 6.4 No payment made by University will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.
- 6.5 The acceptance of Final Payment by Contractor will constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice for payment.
- 6.6 University will have the right to verify the details in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action. In the event University makes any payment in advance of services, the parties agree that University is entitled to full and complete repayment of any sums unearned by Contractor. University may offset or withhold any payment under this Agreement to achieve such repayment. In the event that the Agreement is terminated, any unearned advance payment will be paid to University by Contractor within 30 days of request.
- 6.7 [Section 51.012, Texas Education Code](#), authorizes University to make payments through electronic funds transfer methods. Contractor agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Contractor agrees to provide Contractor's banking information to University in writing on Contractor letterhead signed by an authorized representative of Contractor. Prior to the first payment, University will confirm Contractor's banking information. Changes to Contractor's bank information must be communicated to University in accordance with **Section 12.14** 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 Contractor.
- 6.8 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount in **Exhibit C**, Payment for Services.
- 6.9 Notwithstanding any other provision of this Agreement, University is entitled to a discount of \_\_\_\_% (Prompt Payment Discount) off of each payment that University submits within \_\_\_\_days after University's receipt of Contractor's invoice for that payment.

## 7. Ownership and Use of Work Material.

- 7.1 All tools, software, programs, drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with Work (collectively, **Work Material**), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to Work Material.
- 7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use Work Material for the completion of Work or otherwise. University may, at all times, retain the originals of Work Material. Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.
- 7.4 Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.
- 7.5 All title and interest in Work Material will vest in University and will be deemed to be work made for hire and made in the course of Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University

## 8. Default and Termination

- 8.1 In the event of a material failure by a party to this Agreement to perform in accordance with its terms (**default**), the other party may terminate this Agreement upon thirty (30) days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty-day (30-day) period.
- 8.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice, that could have been avoided or mitigated by Contractor.

- 8.3 Termination under **Sections 8.1** or **8.2** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.
- 8.4 If Contractor fails to cure any default within thirty (30) days after receiving written notice of the default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement, any and all reasonable expenses incurred in connection with University's curative actions.
- 8.5 In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

## **9. Indemnification**

- 9.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, **INDEMNITEES**) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY, **CLAIMS**) BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.
- 9.2 IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

## **10. Relationship of the Parties.**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Contractor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

## 11. Insurance.

11.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the [Texas Insurance Code](#), having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

11.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Workers' Compensation policy must include under Item 3.A. of the information page of the Workers' Compensation policy the state in which Work is to be performed for University.

11.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 300,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Contractor's and subcontractor's liability for bodily injury (including death), property damage, personal, and advertising injury assumed under the terms of this Agreement.

11.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

11.1.4 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$5,000,000 each occurrence. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective twenty-four (24) months after the expiration or cancellation of the policy. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

11.1.5 Contractor will maintain Cyber Liability insurance with limits of not less than \$10,000,000 for each wrongful act, that provides coverage for:

- Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of University Data, whether by Contractor or any of subcontractor or cloud service provider used by Contractor;

- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties;
- Liability for technological products and services;
- PCI fines, fees, penalties and assessments;
- Cyber extortion payment and response costs;
- First and Third Party Business Interruption Loss resulting from a network security failure;
- Costs of restoring, updating or replacing data;
- Liability losses connected to network security, privacy, and media liability
- Liability for technological products and services.

Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles will be provided to University upon request. Contractor will be responsible for any and all deductibles, self-insured retentions or waiting period requirements. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the Cyber Liability policy is written on a claims-made basis and non-renewed at any time during and up until the project completion signing date, Contractor shall purchase an Extended Reporting Period for at least a two-year period. University and The Board of Regents of the University of Texas System will be named as an additional insureds and Contractor's policy will provide a carve-back to the "Insured versus Insured" exclusion for claims brought by or on behalf of additional insureds. The University and The Board of Regents of the University of Texas System will be provided with a waiver of subrogation, both by endorsement to the required Cyber Liability policy. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

11.2 Contractor will deliver to University:

11.2.1 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

11.2.1.1 ***All insurance policies*** (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name the Board of Regents of The University of Texas System and University as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured *endorsement* including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be *endorsed* to provide primary and non-contributory coverage.

11.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System and University. ***All insurance policies*** will be *endorsed* to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System and University. No policy will be canceled until after thirty (30) days' unconditional written notice to University. ***All insurance policies*** will be *endorsed* to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 11**.

11.2.1.3 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by University prior to the performance of any Work by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

11.2.1.4 Certificates of Insurance and *Additional Insured Endorsements* as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Name: Eric Agnew  
Address: 210 W. 7<sup>th</sup> Street  
Email Address: eagnew@utsystem.edu

- 11.3 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University or. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by University in writing, *except* as provided in this **Section 11.3**.
- 11.3.1 Professional Liability Insurance coverage written on a claims-made basis requires Contractor to purchase an *Extended Reporting Period Endorsement*, effective for twenty-four (24) months after the expiration or cancellation of the policy.
- 11.3.2 Directors and Officers Liability Insurance coverage written on a claims made basis requires Contractor to purchase an Extended Reporting Period Endorsement, effective for twenty-four (24) months after the expiration or cancellation of the policy.

## 12. **Miscellaneous.**

- 12.1 **Assignment and Subcontracting.** Except as specifically provided in **Exhibit E**, Historically Underutilized Business Subcontracting Plan, Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §§20.101 – 20.108](#). The benefits and burdens of this Agreement are assignable by University.
- 12.2 **Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Contractor certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.3 **Tax Certification.** If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Contractor certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Contractor is exempt from the payment of those taxes, or Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 12.4 **Payment of Debt or Delinquency to the State.** Pursuant to [§§2107.008](#) and [2252.903, Texas Government Code](#), Contractor agrees any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.
- 12.5 **Loss of Funding.** Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by the Board of Regents of The University of Texas System (**Board**). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.
- 12.6 **Entire Agreement; Modifications.** This Agreement (including all exhibits, schedules, supplements and other attachments (collectively, **Exhibits**)) supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to its subject matter. This Agreement and each of its provisions will be binding upon the parties, and may not be

waived, modified, amended or altered, except by a writing signed by University and Contractor. All Exhibits are attached to this Agreement and incorporated for all purposes.

- 12.7 **Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (**force majeure occurrence**). Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide mission critical services during the occurrence.
- 12.8 **Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 12.9 **Venue; Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions and all of the rights and obligations of its parties, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.
- 12.10 **Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 12.11 **Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, **University Records**). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Additional mandatory confidentiality and security compliance requirements with respect to University Records subject to the [Health Insurance Portability and Accountability Act](#) and [45 Code of Federal Regulations \(CFR\) Part 160](#) and [subparts A and E of Part 164](#) (collectively, **HIPAA**) are addressed in **Section 12.26**. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with University Rules regarding access to and use of University's computer systems, including UTS165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.
- 12.11.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure.



Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.

- 12.11.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.
- 12.11.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this **Section 12.11.**
- 12.11.4 **Press Releases.** Except when defined as part of Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.
- 12.11.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act (TPIA)*, [Chapter 552, Texas Government Code](#). In accordance with §§[552.002](#) and [2252.907](#), *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.
- 12.11.6 **Termination.** In addition to any other termination rights in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.
- 12.11. **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- 12.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 12.13 **Records.** Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments will be available to University or its authorized representative during business hours and will be retained for six (6) years after final Payment or abandonment of the Project, unless University otherwise instructs Contractor in writing.
- 12.14 **Notices.** Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications required or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent

an email address is provided below) as indicated below, and notice will be deemed given (i) if delivered by certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) or email (to the extent an email address is provided below), when received:

If to University: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

*with copy to:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to [§2251.054, Texas Government Code](#), then Contractor will send that notice to University as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

*with copy to:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

- 12.15 **Severability.** In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
- 12.16 **State Auditor's Office.** Contractor understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Contractor agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 12.17 **Limitation of Liability.** EXCEPT FOR UNIVERSITY'S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.
- 12.18 **Survival of Provisions.** No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including **Sections 6.7, 9, 12.5, 12.9, 12.10, 12.11, 12.13, 12.16, 12.17, 12.19** and **12.21**.
- 12.19 **Breach of Contract Claims.** To the extent that [Chapter 2260, Texas Government Code](#), as it may be amended from time to time (**Chapter 2260**), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in [Chapter 2260](#) will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
- 12.19.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in [subchapter B](#) of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by [subchapter B](#) of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of [subchapter B](#) of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with [subchapter B](#) of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under [subchapter C](#) of Chapter 2260. The chief business officer of University, or another officer of University as may be designated from time to time by University by written notice to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and

any counterclaim and negotiate with Contractor in an effort to resolve the claims.

12.19.2 If the parties are unable to resolve their disputes under **Section 12.19.1**, the contested case process provided in [subchapter C](#) of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

12.19.3 Compliance with the contested case process provided in [subchapter C](#) of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under [Chapter 107, Texas Civil Practices and Remedies Code](#). The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

12.19.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to [Chapter 2260](#), as currently effective, thereafter enacted or subsequently amended.

12.19.3 University and Contractor agree that any periods provided in this Agreement for notice and cure of defaults are not waived.

12.20 **Undocumented Workers.** The *Immigration and Nationality Act* ([8 USC §1324a](#)) (**Immigration Act**) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the [Form I-9 Employment Eligibility Verification Form \(I-9 Form\)](#) as the document to be used for employment eligibility verification ([8 CFR §274a](#)). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with **Section 8**. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

- 12.21 **Limitations.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (**LIMITATIONS**) ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 12.22 **Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand [University's Conflicts of Interest Policy](#), [University's Standards of Conduct Guide](#), and applicable state ethics laws and rules at <http://utsystem.edu/offices/general-counsel/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
- Further, Contractor agrees to comply with [§2252.908, Texas Government Code \(Disclosure of Interested Parties Statute\)](#), and [1 TAC §§46.1 through 46.5 \(Disclosure of Interested Parties Regulations\)](#), as implemented by the Texas Ethics Commission (TEC), including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Proposers may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing the information on TEC's website at [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html).
- 12.23 **Enforcement.** Contractor agrees and acknowledges that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing Work. Contractor's services provide a peculiar value to University. University cannot be reasonably or adequately compensated in damages for the loss of Contractor's services. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions of this Agreement will cause University irreparable injury and damage. Contractor, therefore, expressly agrees that University will be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.
- 12.24 **HIPAA Compliance.** University is a HIPAA Covered Entity and some of the information Contractor receives, maintains or creates for or on behalf of University may constitute Protected Health Information (**PHI**) that is subject to HIPAA. Before Contractor may receive, maintain or create any University Records subject to HIPAA, Contractor will execute the HIPAA Business Associate Agreement (**BAA**) in **EXHIBIT D**, HIPAA Business Associate Agreement. To the extent that the BAA conflicts with any term contained in this Agreement, the terms of the BAA will control.
- 12.25 **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.

12.26 **Historically Underutilized Business Subcontracting Plan.** Contractor agrees to use good faith efforts to subcontract Work in accordance with the Historically Underutilized Business Subcontracting Plan (**HSP**) (ref. **Exhibit E**). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, **TPSS**). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with [34 TAC §§20.101 through 20.108](#). University may also revoke this Agreement for breach and make a claim against Contractor.

12.26.1 **Changes to the HSP.** If at any time during the Term, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with [34 TAC §20.14](#); (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 12.6** to replace the HSP with the revised subcontracting plan.

12.26.2 **Expansion of Work.** If University expands the scope of Work through a change order or any other amendment, University will determine if the additional Work contains probable subcontracting opportunities *not* identified in the initial solicitation for Work. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of [34 TAC §20.14](#) before (a) this Agreement may be amended to include the additional Work; or (b) Contractor may perform the additional Work. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with [34 TAC §20.14](#), Contractor will be deemed to be in breach of this Agreement under **Section 8** and will be subject to any remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §20.14](#). University may report nonperformance under this Agreement to the TPSS in accordance with [34 TAC §§20.101 through 20.108](#).

12.27 **Responsibility for Individuals Performing Work; Criminal Background Checks.** Each individual who is assigned to perform Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing Work under this Agreement. Prior to commencing Work, Contractor will (1) provide University with a list (**List**) of all individuals who may be assigned to perform Work on University's premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform Work on University's premises.

Prior to commencing performance of Work under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals on the List.

12.28 **Office of Inspector General Certification.** Contractor acknowledges that University is prohibited by federal regulations from allowing any employee, representative, agent or subcontractor of Contractor to work on site at University's premises or facilities if that individual is not eligible to work on federal healthcare programs including Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, representative, agent or subcontractor that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General (**OIG**) to work on site at University's premises or facilities. Contractor will perform an OIG sanctions check quarterly on each of its employees, representatives, agents, and subcontractors during the time the employees, representatives, agents, or subcontractors are assigned to work on site at University's premises or facilities. Contractor acknowledges that University will require immediate removal of any employee, representative, agent, or subcontractor of Contractor assigned to work at University's premises or facilities if the employee, representative, agent, or subcontractor is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: <http://exclusions.oig.hhs.gov/>

12.29 **External Terms.** This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, concerning Contractor's performance or provision of goods or services under this Agreement (**External Terms**). External Terms are null and void and will have no effect under this Agreement, even if University or its employees, contractors, or agents express assent or agreement to External Terms. External Terms include any shrinkwrap, clickwrap, browserwrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that University or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided by Contractor.

12.30 **INTENTIONALLY DELETED**

12.31 **Discrimination Prohibited.** University and Contractor will abide by the requirements of [41 CFR §§60-1.4\(a\)](#), [60-300.5\(a\)](#) and [60-741.5\(a\)](#) (collectively, **Regulations**). The regulations (1) prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and (2) prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, the regulations require that University and Contractor take affirmative action to employ and advance in employment, individuals without regard to race, color, religion, sex, national

origin, protected veteran status or disability

12.32 **Contractor Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, *Texas Government Code* Contractor certifies Contractor (1) does not currently boycott Israel; and (b) 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.

12.33 **Contractor Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government*, Contractor certifies Contractor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

University and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

**UNIVERSITY:**

**CONTRACTOR:**

**THE UNIVERSITY OF TEXAS SYSTEM**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attach:**

- EXHIBIT A – Scope of Work**
- EXHIBIT B – Schedule**
- EXHIBIT C – Payment for Services**
- EXHIBIT D – HIPAA Business Associate Agreement**
- EXHIBIT E – HUB Subcontracting Plan**



**EXHIBIT A**

**SCOPE OF WORK**

**[Note: Provide a detailed description and break-down of all tasks Contractor is to perform and technical standards for the tasks, if appropriate.]**

**EXHIBIT B**  
**SCHEDULE**

**EXHIBIT C**

**Payment for Services**

## EXHIBIT D

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective \_\_\_\_\_ ("Effective Date"), is entered into by and between The University of Texas System ("Covered Entity") and \_\_\_\_\_, a \_\_\_\_\_ company doing business as "\_\_\_\_\_" ("Business Associate", as more fully defined in section 1(c)) (each a "Party" and collectively the "Parties").

#### RECITALS

WHEREAS, Covered Entity has entered or is entering into that certain Brokerage Services Agreement with Business Associate ("the Underlying Agreement") by which it has engaged Business Associate to perform services;

WHEREAS, Covered Entity possesses Protected Health Information that is protected under HIPAA and the HIPAA Regulations, HITECH Act and state law, including the Medical Records Privacy Act (MRPA), and is permitted to manage such information only in accordance with HIPAA and the HIPAA Regulations, HITECH Act, and MRPA;

WHEREAS, Business Associate may receive such information from Covered Entity, or create, receive, maintain or transmit such information on behalf of Covered Entity, in order to perform certain of the services under the Underlying Agreement;

WHEREAS, the Parties desire to comply with health information privacy and security protections subsequent to the enactment of the HITECH Act, Subtitle D of the American Recovery and Reinvestment Act of 2009 which has established requirements for compliance with HIPAA. In particular, the requirements provide that: (1) Covered Entity give affected individuals notice of security breaches affecting their PHI, and Business Associate give notice to Covered Entity pursuant to the provisions below; (2) Business Associate comply with the HIPAA security regulations; and (3) additional and/or revised provisions be included in Business Associate Agreement;

WHEREAS, Under HIPAA and HITECH, Covered Entity is required to enter into protective agreements, generally known as "business associate agreements," with certain downstream entities that will be entrusted with HIPAA-protected health information;

WHEREAS, Health information is further protected by state law, including the MRPA; and

WHEREAS, Covered Entity wishes to ensure that Business Associate will appropriately safeguard Protected Health Information.

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions. The Parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and the HIPAA Regulations and the MRPA. All capitalized terms used in this Agreement but not defined below shall have the meaning assigned to them under the HIPAA Regulations.
  - a. "Breach" shall have the meaning given such term under 45 C.F.R. § 164.402 as such regulation is revised from time to time.
  - b. "Breach of System Security" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Sensitive Personal Information

maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

- c. "Business Associate" means, with respect to a Covered Entity, a person who:
- 1) on behalf of such Covered Entity or of an Organized Health Care Arrangement (as defined under the HIPAA Regulations) in which the Covered Entity participates, but other than in the capacity of a member of the workplace of such Covered Entity or arrangement, creates, receives, maintains, or transmits PHI for a function or activity regulated by HIPAA, HIPAA Regulations, or MRPA including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 C.F.R. 3.20, billing, benefit management, practice management, and re-pricing; or
  - 2) provides, other than in the capacity of a member of the workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation, management, administrative, accreditation, or financial services to or for such Covered Entity, or to or for an Organized Health Care Arrangement in which the Covered Entity participates, where the provision of the service involves the disclosure of PHI from such Covered Entity or arrangement, or from another Business Associate of such Covered Entity or arrangement, to the person.
- d. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- e. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- f. "HIPAA Regulations" means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164 subparts A and E ("The Privacy Rule") and the Security Standards as they may be amended from time to time, 45 C.F.R. Parts 160, 162 and 164, Subpart C ("The Security Rule").
- g. "HITECH Act" means the provisions of Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, known as The Health Information Technology for Economic and Clinical Health, Act 42 U.S.C. §3000 et. seq., and implementing regulations and guidance, including the regulations implemented in 78 Fed. Reg. 5566 (January 25, 2013).
- h. "Individually Identifiable Health Information" means information that is a subset of health information, including demographic information collected from an individual, and:
- 1) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
  - 2) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
    - a) that identifies the individual; or
    - b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

i. "MRPA" means Texas Medical Records Privacy Act, as codified in Section 181 et seq. of the Texas Health and Safety Code and as implemented through regulations including the Standards Relating to the Electronic Exchange of Health Information, codified at Title 1, Section 390.1 et seq. of the Texas Administrative Code.

j. "Protected Health Information" or "PHI" means Individually Identifiable Health Information that is transmitted by electronic media; maintained in any medium described in the definition of the term electronic media in the HIPAA Regulations; or transmitted or maintained in any other form or medium. The term excludes Individually Identifiable Health Information in educational records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. § 1232g; records described at 20 U.S.C. § 1232g(a)(4)(B)(iv); and employment records held by a Covered Entity in its role as employer and regarding a person who has been deceased more than 50 years.

k. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a routine basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

l. "Sensitive Personal Information" means: (1) an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (a) social security number; (b) driver's license number or government-issued identification number; (c) account number or credit or debit card number in combination with any required security code, access, code, or password that would permit access to an individual's financial account; or (2) PHI information that identifies an individual and relates to: (a) the physical or mental health or condition of the individual; (b) the provision of health care to the individual; or (c) payment for the provision of health care to the individual.

m. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in the guidance issued under Section 13402(h)(2) of the HITECH Act on the HHS web site.

## 2. Permitted Uses and Disclosures.

a. **Compliance with Law.** Covered Entity and Business Associate agree to comply with HIPAA, HIPAA Regulations, the HITECH Act, and the MRPA.

b. **Performance of Services.** Except as otherwise permitted by this Agreement, Business Associate may create, receive, maintain or transmit PHI on behalf of Covered Entity only in connection with the performance of the services contracted for in the Underlying Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).

c. **Proper Management and Administration.** Business Associate may use PHI it receives in its capacity as Covered Entity's Business Associate for the proper management and administration of Business Associate in connection with the performance of services in the Underlying Agreement, as permitted by this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103), and to carry out the legal responsibilities of Business Associate. Business Associate may also disclose Covered Entity's PHI for such proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate. Any such disclosure of PHI shall only be made in accordance with the terms of this Agreement, including Section 5(c) if to an agent or subcontractor of Business Associate, and only if Business Associate obtains reasonable written assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (2) Business Associate will be notified by

such person of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

- d. Data Aggregation. Business Associate may use and disclose PHI received by Business Associate in its capacity as Covered Entity's business associate in order to provide Data Aggregation services relating to Covered Entity's health care operations only with Covered Entity's permission.
- e. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules.

3. Nondisclosure.

a. As Provided in Agreement. Business Associate shall not use or further disclose Covered Entity's PHI other than as permitted or required by this Agreement or as Required by Law (as that term is defined by 45 C.F.R. § 164.103).

b. Disclosures Required By Law. Business Associate shall not, without prior written consent of Covered Entity, disclose any PHI on the possibility that such disclosure is required by law without notifying, to the extent legally permitted, Covered Entity so that the Covered Entity shall have an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such a disclosure, Business Associate, shall, to the extent permissible by law, refrain from disclosing the PHI until Covered Entity has exhausted all alternatives for relief. Business Associate shall require reasonable assurances from persons receiving PHI in accordance with Section 2(c) that such persons will provide Covered Entity with similar notice and opportunity to object before disclosing PHI when a disclosure is required by law.

c. Additional Restrictions. If Covered Entity notifies Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of Covered Entity's PHI pursuant to HIPAA or the HIPAA Regulations, Business Associate shall be bound by such additional restrictions and shall not disclose Covered Entity's PHI in violation of such additional restrictions to the extent possible consistent with Business Associate's obligations set forth in the Underlying Agreement.

d. Restrictions Pursuant to Subject's Request. If Business Associate has knowledge that an individual who is the subject of PHI in the custody and control of Business Associate has requested restrictions on the disclosure of PHI, Business Associate must comply with the requested restriction if (a) the Covered Entity agrees to abide by the restriction; or (b) the disclosure is to a health plan for purposes of carrying out payment or health care operations and the PHI pertains solely to a health care item or service for which Covered Entity has been paid out of pocket in full. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.

e. Remuneration. Business Associate shall not directly or indirectly receive remuneration in exchange for disclosing PHI received from or on behalf of Covered Entity except as permitted by HITECH Act § 13405, the MRPA, and any implementing regulations that may be promulgated or revised from time to time.

f. Disclosure. Business Associate shall not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. part 164, or MRPA, if done by the Covered Entity itself except as authorized under Section 2 of this Agreement.

4. Minimum Necessary. Business Associate shall limit its uses and disclosures of, and requests for, PHI, to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

5. Additional Business Associate Obligations.

a. Safeguards. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. 164 with respect to electronic PHI to prevent use or disclosure of the PHI other than as provided for by this Agreement. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

b. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of the obligations.

c. Business Associate's Agents and Subcontractors.

1) Business Associate shall ensure that any agents and subcontractors to whom it provides PHI agree to only create, receive, maintain or transmit PHI on behalf of the Business Associate under the same restrictions that apply to Business Associate. Such agreement between Business Associate and subcontractor or agent must be in writing and must comply with the terms of this Agreement and the requirements outlined at 45 C.F.R. §164.504(e)(2); 45 C.F.R. §164.502(e)(1)(ii); 45 C.F.R. §164.314; and 45 C.F.R. §164.308(b)(2). Additionally, Business Associate shall ensure agent or subcontractor agree to and implement reasonable and appropriate safeguards to protect PHI.

2) If Business Associate knows of a pattern of activity or practice of its subcontractor or agent that constitutes a material breach or violation of the agent or subcontractor's obligation under the contract or other arrangement, the Business Associate must take steps to cure the breach and end the violation and if such steps are not successful, must terminate the contract or arrangement if feasible. If it is not feasible to terminate the contract, Business Associate must promptly notify the Covered Entity.

d. Reporting. Business Associate shall, as soon as practicable but not more than five (5) business days after becoming aware of any successful security incident or use or disclosure of Covered Entity's PHI or Sensitive Personal Information in violation of this Agreement, report any such use or disclosure to Covered Entity. With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. § 164.412 or as otherwise required by applicable state law, Business Associate shall notify Covered Entity in writing without unreasonable delay and in no case later than ten (10) calendar days upon discovery of a Breach of Unsecured PHI or Breach of Security System. Such notice must include, to the extent possible, the name of each individual whose Unsecured PHI or Sensitive Personal Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate shall also provide, to the extent possible, Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 C.F.R. § 164.404(c) and Section 521.053, Texas Business & Commerce Code at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. For purposes of this Agreement, a Breach of Unsecured PHI or Breach of Security System shall be treated as discovered by Business Associate as of the first day on which such



breach is known to Business Associate (including any person, other than the individual committing the breach, who is an employee, officer, or other agent of Business Associate, as determined in accordance with the federal common law of agency) or should reasonably have been known to Business Associate following the exercise of reasonable diligence.

e. Mitigation. Business Associate shall have procedures in place to mitigate, to the maximum extent practicable, any deleterious effect from any Use or Disclosure (as defined by 45 C.F.R. §160.103).

f. Sanctions. Business Associate shall apply appropriate sanctions in accordance with Business Associate's policies against any employee, subcontractor or agent who uses or discloses Covered Entity's PHI in violation of this Agreement or applicable law.

g. Covered Entity's Rights of Access and Inspection. From time to time upon reasonable notice, or upon a reasonable determination by Covered Entity that Business Associate has breached this Agreement, Covered Entity may inspect the facilities, systems, books and records of Business Associate related to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity or the safeguarding of such PHI to monitor compliance with this Agreement. Business Associate shall document and keep current such security measures and safeguards and make them available to Covered Entity for inspection upon reasonable request including summaries of any internal or external assessments Business Associate performed related to such security controls and safeguards. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (1) failure to detect or (2) detection but failure to require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement or termination rights under this Agreement. This Section shall survive termination of this Agreement.

h. United States Department of Health and Human Services. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services for purposes of determining Covered Entity's compliance with HIPAA and the HIPAA regulations, provided that Business Associate shall promptly notify Covered Entity upon receipt by Business Associate of any such request for access by the Secretary of the United States Department of Health and Human Services, and shall provide Covered Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto, unless otherwise prohibited by law.

i. Training. Business Associate shall provide such training in the privacy and security of PHI to its Workforce (as that term is defined by 45 C.F.R. § 160.103) as is required for Business Associate's compliance with HIPAA, HIPAA Regulations, HITECH, and the MRPA.

6. Obligation to Provide Access, Amendment and Accounting of PHI.

a. Access to PHI. Business Associate shall make available to Covered Entity, in the time and manner designated by the Covered Entity, such information as necessary to allow Covered Entity to meet its obligations under the HIPAA Regulations, PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, and copies of, PHI in accordance with HIPAA and the HIPAA Regulations and MRPA. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall notify Covered Entity within five (5) business days that such request has been made.

b. Amendment of PHI. Business Associate shall make available to Covered Entity PHI contained in a Designated Record Set held by Business Associate as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI in accordance with HIPAA and the HIPAA Regulations. In addition, Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such information maintained by Business Associate. In the event that any individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.

c. Accounting of Disclosures of PHI.

1) Record of Disclosures. Business Associate shall maintain a record of all disclosures of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, except for those disclosures identified in Section 6(c)(2) below, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure which includes an explanation of the reason for such disclosure. Business Associate shall make this record available to Covered Entity upon Covered Entity's request. If Business Associate maintains records in electronic form, Business Associate shall account for all disclosures made during the period of three (3) years preceding the request. In the event that any individual requests an accounting of disclosures of PHI directly from Business Associate, Business Associate shall notify Covered Entity within five (5) business days that such request has been made and provide Covered Entity with a record of disclosures within ten (10) days of an individual's request. If the request from an individual comes directly to Covered Entity and Covered Entity notifies Business Associate that it requires information from Business Associate in order to respond to the individual, Business Associate shall make available to Covered Entity such information as Covered Entity may require within ten (10) days from the time of request by Covered Entity.

2) Certain Disclosures Need Not Be Recorded. The following disclosures need not be recorded:

a) disclosures to carry out Covered Entity's treatment, payment and health care operations as defined under the HIPAA Regulations;

b) disclosures to individuals of PHI about them as provided by the HIPAA Regulations;

c) disclosures for Covered Entity's facility's directory, to persons involved in the individual's care, or for other notification purposes as provided by the HIPAA Regulations;

d) disclosures for national security or intelligence purposes as provided by the HIPAA Regulations;

e) disclosures to correctional institutions or law enforcement officials as provided by the HIPAA Regulations;

f) disclosures that occurred prior to the later of (i) the Effective Date or (ii) the date that Covered Entity is required to comply with HIPAA and the HIPAA Regulations;

g) disclosures pursuant to an individual's authorization in accordance with HIPAA and the HIPAA Regulations; and

h) any other disclosures excepted from the right to an accounting by the HIPAA Regulations.

7. Material Breach, Enforcement and Termination.

a. Term. This Agreement shall become effective on the Effective Date and shall continue unless or until this Agreement terminates, the Underlying Agreement terminates, or the Business Associate has completed performance of the services in the Underlying Agreement, whichever is earlier.

b. Termination. Either Party may terminate this Agreement:

1) immediately if the other Party is finally convicted in a criminal proceeding for a violation of HIPAA or the HIPAA Regulations;

2) immediately if a final finding or stipulation that the other Party has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which the other Party has been joined; or completed performance of the services in the Underlying Agreement, whichever is earlier.

3) pursuant to Sections 7(c) or 8(b) of this Agreement.

c. Remedies. Upon a Party's knowledge of a material breach by the other Party, the non-breaching Party shall either:

1) provide an opportunity for the breaching Party to cure the breach and end the violation or terminate this Agreement and the Underlying Agreement if the breaching Party does not cure the breach or end the violation within ten (10) business days or a reasonable time period as agreed upon by the non-breaching party; or

2) immediately terminate this Agreement and the Underlying Agreement if cure is not possible.

d. Injunctions. Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

e. Indemnification. This indemnification provision is enforceable against the Parties only to the extent authorized under the constitution and laws of the State of Texas. The Parties will indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under MRPA, HIPAA, the HIPAA Regulations, and the HITECH Act by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce.

f. Breach of PHI and Breach of System Security. Business Associate will pay or reimburse Covered Entity for all costs and penalties incurred by Covered Entity in connection with any incident giving rise to a Breach of PHI and/or a Breach of System Security, including without limitation all costs related to any investigation, any notices to be given, reasonable legal fees, or other actions

taken to comply with HIPAA, the HITECH Act, or any other applicable law or regulation, where (i) the PHI was in the custody or control of Business Associate when the Breach of PHI and/or Breach of System Security occurred, or (ii) the Breach of PHI and/or Breach of System Security was caused by the negligence or wrongful acts or omissions of Business Associate and its employees, directors, officers, subcontractors, agents or other members of its workforce.

8. General Provisions.

a. State Law. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

b. Amendment. Covered Entity and Business Associate agree to enter into good faith negotiations to amend this Agreement to come into compliance with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event that Business Associate does not promptly enter into an amendment that Covered Entity, in its sole discretion, deems sufficient to ensure that Covered Entity will be able to comply with such laws and regulations.

c. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.

d. Ambiguities. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable law protecting the privacy, security, and confidentiality of PHI, including, without limitation, MRPA, HIPAA, the HIPAA Regulations, and the HITECH Act.

e. Primacy. To the extent that any provision of this Agreement conflicts with the provision of any other agreement or understanding between the Parties, this Agreement shall control.

f. Destruction/Return of PHI. Business Associate agrees that, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), upon termination of this Agreement or the Underlying Agreement, for whatever reason,

1) It will return or destroy all PHI, if feasible, received from or created or received by it on behalf of Covered Entity that Business Associate maintains in any form, and retain no copies of such information which for purposes of this Agreement shall mean all backup tapes. Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. An authorized representative of Business Associate shall certify in writing to Covered Entity, within thirty (30) days from the date of termination or other expiration of the Underlying Agreement, that all PHI has been returned or disposed of as provided above and that Business Associate or its subcontractors or agents no longer retain any such PHI in any form.

2) If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify the Covered Entity in writing. The notification shall include a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and the specific reasons for such determination. Business Associate shall comply with the Security Rule and extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

3) If it is infeasible for Business Associate to obtain, from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to comply with the Security Rule and extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

g. Offshore Work. In performing the functions, activities or services for, or on behalf of Covered Entity, Business Associate shall not, and shall not permit any of its agents or subcontractors who receive Covered Entity's PHI to, transmit or make available any PHI to any entity or individual outside the United States without prior written consent of Covered Entity.

h. Integration. This Agreement embodies and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments and understandings pertaining to the subject matter hereof.

i. Governing Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of Texas without regard to choice of law principles.

j. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Covered Entity:

With copy to:  
The University of Texas System Privacy Officer  
Office of Systemwide Compliance  
201 West 7th Street  
Austin, Texas 78701

If to Business Associate: \_\_\_\_\_

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

k. Privilege. Notwithstanding any other provision in this Agreement, this Agreement shall not be deemed to be an agreement by Business Associate to disclose information that is privileged, protected, or confidential under applicable law to the extent that such privilege, protection or confidentiality (a) has not been waived or (b) is not superseded by applicable law.

l. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile and electronic (pdf) signatures shall be treated as if they are original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives in the manner legally binding upon them as of the date indicated below.

BUSINESS ASSOCIATE

COVERED ENTITY  
THE UNIVERSITY OF TEXAS  
SYSTEM

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Type or Print)

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

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

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Type or Print)

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

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

**EXHIBIT E**

**HUB SUBCONTRACTING PLAN**

**INFORMATION SECURITY  
THIRD-PARTY ASSESSMENT SURVEY**

**NOTE:** Please complete the survey below and return with Proposal.

Administrator Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Address : \_\_\_\_\_ Website: \_\_\_\_\_  
 IT Security Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Location of Data Center: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Location of Recovery Center: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Years in Business: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ Number of Customers Using the Product: \_\_\_\_\_  
 UT Entity's Sponsoring Dept. **Office of Employee Benefits**

**Name & Description of Service/Product:** \_\_\_\_\_  
 \_\_\_\_\_  
**Describe the Target Users for the Service/Product:** \_\_\_\_\_  
 \_\_\_\_\_  
**Technical Description** (client, agent, SSL, FTP, hosted website, ASP, cloud computing, etc.): \_\_\_\_\_  
 \_\_\_\_\_  
**Other Customer Software Required to Run the Product/Service:** \_\_\_\_\_  
 \_\_\_\_\_  
**Describe Pertinent Outsourced/Contracted Service Arrangements:** (such as: support, cloud services, third-party applications, etc.) \_\_\_\_\_  
 \_\_\_\_\_  
**Describe Security Features/Testing/External Assessments:** \_\_\_\_\_  
 \_\_\_\_\_

**Note: Respond "yes" or "no" to the questions below. Explain Proposer's answer in the Comments column.**

A. Data Centers	Answer	Comments
1. Has contract with third-party for data center services. If yes, specify type of service provided by data center provider: a. Managed Hosting (full responsibility for admin, mgmt, architecture, hardware and software), b. Managed Services (same as Managed Hosting but with administrator access to infrastructure and responsibility at the application level), c. Co-Location (Administrator has full responsibility of hardware but leveraging private data suites, cages, etc.)		
2. Number of years doing business with data center service provider?		
B. Policies, Standards and Procedures	Answer	Comments
1. Has formal written Information Security Policies.		
2. Will provide copies of the Information Security Policies.		
3. Will provide, if asked, examples of security documents, which you have indicated you maintain.		
4. Can provide supporting documentation of certifications and results of a third-party external Information Security assessment conducted within the past 2 years (SAS-70, SSAE-16, penetration test, vulnerability assessment, etc.)		
5. Maintains incident response procedures.		
6. Policy protects client information against unauthorized access; whether stored, printed, spoken, or transmitted.		
7. Policy prohibits sharing of individual accounts and passwords.		
8. Policy implements the following Information Security concepts: need to know, least privilege, and checks and balances.		
9. Receives and implements protections for security vulnerability alerts (such as CERTs).		
10. Requires system administrators to be educated and qualified.		
11. Implements AAA (Authentication, Authorization, Accounting) for all users.		
12. Performs background checks for individuals handling sensitive information.		
13. Termination or job transfer procedures immediately protect unauthorized access to information.		
14. Provides customer support with escalation procedures.		
15. Documented change control processes.		



16. Requires contractors, subcontractors, vendors, outsourcing ventures, or other external third-party contracts to comply with policies and customer		
17. Policy implements federal, state, and local regulatory requirements.		
18. Maintains a routine user Information Security awareness program.		
19. There is a formal routine Information Security risk management program for risk assessments and risk management.		
<b>C. Architecture</b>	<b>Answer</b>	<b>Comments</b>
1. Will provide a network architecture drawing for the customer solution, which demonstrates the defense-in-depth strategies.		
2. Implements and monitors firewall protections.		
3. Maintains routers and ACLs.		
4. Provides network redundancy.		
5. IDS/IPS technology is implemented and alerts are assessed.		
6. There is a DMZ architecture for Internet systems.		
7. Web applications that 'face' the Internet are on DMZ servers are separate from internal servers that house sensitive customer information.		
8. Maintains enterprise-wide virus/malware protection.		
9. There is an enterprise patch management system.		
10. Provides dedicated customer servers or explain how this is accomplished in a secure virtual or segmented configuration.		
11. Remote access is achieved over secure connections.		
12. Test environments both physical and logical are separated from production environments.		
13. Will provide architectural software solution data flow diagrams, which include implemented security controls.		
14. Wireless networks are encrypted, require user authentication, and there are secured/controlled access points.		
<b>D. Configurations</b>	<b>Answer</b>	<b>Comments</b>
1. All computers systems involved are kept current with security patches and have up-to-date malware protection.		
2. Encryption, with the strength of at least 256 bit, is used, required, and monitored when sensitive information is transmitted over untrusted or public connections.		
3. System banners are displayed prior to access and require the user's acknowledgment and agreement concerning: unauthorized use is prohibited, system are monitored, policies are enforced, and there is no expectation of privacy.		
4. Computers have password-protected screen savers that activate automatically to prevent unauthorized access when unattended.		
5. All unnecessary services are removed from computers.		
6. Servers run anti-intrusion software (such as tripwire, etc.).		
7. All administrator-supplied default passwords or similar "published" access codes for all installed operating systems, database management systems, network devices, application packages, and any other commercially produced IT products have been changed or disabled.		
8. Passwords have a minimum of 8 characters, expire, and have strength requirements.		
9. Passwords are never stored in clear text or are easily decipherable.		
10. All system operating systems and software are routinely checked to determine whether appropriate security settings are enabled.		
11. File and directory permissions are managed for least privilege and need-to-know accesses.		
12. Redundancy or high availability features are implemented for critical functions.		
13. All user access is authenticated with either a password, token or biometrics.		
14. All system changes are approved, tested and logged.		
15. Production data is not used for testing unless the data has been		
16. Application security follows industry best practices (such as OWASP).		
17. For system's support users, the account lockout feature is set for successive failed logon attempts.		
18. Split tunneling is prohibited when connecting to customer systems or networks.		
<b>E. Product Design</b>	<b>Answer</b>	<b>Comments</b>
1. If the product integrates with portable devices, sensitive information or information protected by law is encrypted when stored on these portable devices and requires password access.		

2. Access to sensitive information or information protected by law, across a public connection is encrypted with a secured connection and requires user authentication.		
3. If the product manages Protected Health Information (PHI), the product and company processes are HIPAA compliant.		
4. Management of any payment card information is compliant with the Payment Card Industry (PCI) Standards.		
5. Web applications are scanned, tested, and monitored for common application security vulnerabilities.		
6. Software, applications, and databases are kept current with the latest security patches.		
7. This product has been and can be Shibbolized.		
8. This product integrates with Active Directory or LDAP		
9. Encryption, with the strength of at least 256 bit, is available for stored data if the customer so desires.		
<b>F. Access Control</b>	<b>Answer</b>	<b>Comments</b>
1. Access is immediately removed or modified when personnel terminate, transfer, or change job functions.		
2. Achieves individual accountability by assigning unique IDs and prohibits password sharing.		
3. Critical data or systems are accessible by at least two trusted and authorized individuals.		
4. Access permissions are reviewed at least monthly for all server files, databases, programs, etc.		
5. Users only have the authority to read or modify those programs or data, which they need to perform their assigned duties.		
<b>G. Monitoring</b>	<b>Answer</b>	<b>Comments</b>
1. Access logs for all servers, sensitive databases, and sensitive files are reviewed at least monthly for anomalies.		
2. System event logging is implemented on all servers and records at a minimum who, what, and when.		
3. After normal business hours system activity and access (physical or logical) is reviewed and analyzed at least monthly.		
4. System logs are reviewed for failed logins or failed access attempts at least monthly.		
5. Dormant accounts on systems are reviewed and removed at least monthly.		
7. Network and firewall logs are reviewed at least monthly.		
8. Wireless access is reviewed at least monthly.		
9. Scanning is done routinely for rogue access points.		
10. IDS/IPS systems are actively managed and alert notifications have been implemented.		
11. Vulnerability scanning is performed routinely.		
12. Password complexity checking is done routinely.		
<b>H. Physical Security</b>	<b>Answer</b>	<b>Comments</b>
1. Access to secure areas are controlled such as: key distribution management, paper/electronic logs, or a receptionist always present when the doors are opened.		
2. Access to server rooms are controlled and follow need-to-know and least privilege concepts.		
3. Computer rooms have special safeguards in place i.e., cipher locks, restricted access, room access log.		
4. Disposal of printed confidential or sensitive information is shredded or otherwise destroyed securely.		
5. Customer information is either prohibited or encrypted (PHI, student data, SSN, etc.) on laptop computers or other portable devices.		
6. Desktops which display sensitive information are positioned to protect from unauthorized viewing.		
7. All visitors are escorted in computer rooms or server areas.		
8. Appropriate environmental controls been implemented where possible to manage the equipment risks such as: alarms, fire safety, cooling, heating, smoke detector, battery backup, etc.		
9. There are no external signs indicating the content or value of the server room or any room containing sensitive information.		
10. There are secure processes for destroying sensitive data on hard drives, tapes or removable media when it is no longer needed.		
<b>I. Contingency</b>	<b>Answer</b>	<b>Comments</b>
1. There is a written contingency plan for mission critical computing operations.		

2. Emergency procedures and responsibilities are documented and stored securely at multiple sites.		
3. The contingency plan is reviewed and updated at least annually.		
4. You have identified what computing services must be provided within specified critical timeframes in case of a disaster.		
5. Cross-functional dependencies been identified so as to determine how the failure in one system may negatively impact another one.		
6. You have written backup procedures and processes.		
7. You periodically test the integrity of backup media.		
8. Backup media is stored in a secure manner and access is controlled.		
9. You maintain a documented and tested disaster recovery plan.		
10. You have off-site storage and documented retrieval procedures for backups.		
11. You have rapid access to backup data.		
12. Backup media is appropriately labeled to avoid errors or data exposures.		
<b>J. BUSINESS RELATIONSHIPS</b>	<b>Answer</b>	<b>Comments</b>
1. Confidential agreements have been signed before proprietary and/or sensitive information is disclosed.		
2. Business associate contracts or agreements are in place and contain appropriate risk coverage for customer requirements.		
3. Business associates are aware of customer security policies and what is required of them.		
4. Business associates agreements document agreed transfer of customer's data when the relationship terminates.		
5. Contractual agreements will or do include the UT Entity's required information security language.		
6. By contractual agreement, the provider's outsource service arrangements and changes are made know to the customer and require preapproval when it involves management changes of the customer's data (such as: cloud services, offshoring, etc.).		
7. Contractual agreements accommodate customer requirements/restrictions concerning the physical storage location customer data and/or physical routing of sensitive information.		
8. Contractual language requires release of customer information to government agencies or other authorities must be managed by the customer.		
9. Technologies or management of customer information facilitates customer open records and records retention requirements.		
10. Technologies or management of customer information can facilitate customer requests for investigations, and if necessary, forensic analysis to include a documented chain of custody.		
11. Contracts protect customer correspondence with the provider (such as: email, voice, SMS, IM, etc.) and release requires customer approval.		

# UT SELECT Dental

**2017-2018 SELF-FUNDED DENTAL PLAN GUIDE**



A PUBLICATION OF  
THE OFFICE OF EMPLOYEE BENEFITS

Appendix Eight \_ Current Schedule of Benefits for Self-Funded UT Select Dental PPO Plan and UT Select Dental PPO Plus Plan

# UT SELECT Dental Benefit Plan Guide

## Self-Funded Dental Plan

SEPTEMBER 1, 2017 - AUGUST 31, 2018

Group Number 00-5968

Originally Effective: September 1, 2001

Last Revised: September 2017 for September 1, 2017 effective date

This booklet is a summary of the UT SELECT DENTAL benefits provided by The University of Texas System. The University of Texas System is responsible for funding this Plan.

The Benefits described in this booklet are administered by Delta Dental Insurance Company in accordance with an administrative agreement with The University of Texas System.

FOR INFORMATION CALL

(800) TX-DELTA

(800) 893-3582

Access the Delta Dental National Provider file at [www.deltadentalins.com/universityoftexas](http://www.deltadentalins.com/universityoftexas).

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# Definitions

For the purpose of this summary, the following definitions shall apply:

**ALLOWED FEE** means the fee determined to be the lower of the Maximum Plan Allowance charges or the amount submitted by the Dentist.

**ANNUAL ENROLLMENT PERIOD** means the annual period during which Primary Enrollees may change coverage for the next Plan Year. This period typically occurs in July of each year.

**BENEFIT** means the amounts paid for dental services under the terms of the Plan.

**CLAIM FORM** means the standard form used to file a claim or request a Predetermination for proposed treatment.

**CONTRACT** means the administrative agreement under which Benefits are provided, excluding any supplemental dental coverage The University of Texas System may provide.

**CONTRACT ALLOWANCE** means the maximum amount allowed for a Single Procedure. The Contract Allowance for services provided by:

- DPO Dentists is the lesser of the Dentist's submitted fee, the DPO Dentist's Fee or the approved amount as outlined in the terms of the Premier Dentist Agreement with Delta Dental.
- Premier Dentists (who are not DPO Dentists) is the lesser of the Dentist's submitted fee, the approved amount as outlined in the terms of the Premier Dentist Agreement with Delta Dental or the MPA.
- Non-Contracting Dentists is the lesser of the Dentist's submitted fee or the MPA.

**CONTRACT TERM** means the period during which this Contract is in effect.

**CONTRACTING DPO DENTIST AGREEMENT (DPO DENTIST AGREEMENT)** means an agreement between Delta Dental and a Dentist which establishes the terms and conditions under which covered services are provided under a DPO program.

**CONTRACTING DENTIST AGREEMENT (PREMIER DENTIST AGREEMENT)** means an agreement between a member of the Delta Dental Plans Association and a Dentist that establishes the terms and conditions under which services are provided.

**DPO DENTIST** means a contracting Delta Dental Dentist who agrees to accept the fees listed in the DPO Dentist Agreement as payment in full and comply with Delta Dental's administrative guidelines.

**DPO DENTIST'S FEE** means the fee outlined in the DPO Dentist Agreement. DPO Dentists agree to charge no more than this fee for treating DPO Enrollees.

**DELTA DENTAL PREMIER DENTIST (PREMIER DENTIST)** means a Dentist who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and who agrees to abide by certain administrative guidelines. Not all Premier Dentists are DPO Dentists; however, all Premier Dentists agree to accept Delta Dental's MPA for each Single Procedure as payment in full.



**DPO** means a Dental Provider Organization.

**DENTIST** means a Doctor of Dentistry duly licensed at the time and place where services are performed.

**DEPENDENT ENROLLEE** means an Eligible Dependent enrolled in the Plan to receive Benefits.

**EFFECTIVE DATE** means the date the program commences.

**ELIGIBILITY DATE** means the date when an Eligible Person's Benefits become effective.

**ELIGIBLE DEPENDENT** means a Dependent of an Eligible Employee or an Eligible Retiree who is eligible for Benefits under the Plan.

**ELIGIBLE EMPLOYEE** means an Employee who is eligible for Benefits under the Plan.

**ELIGIBLE PERSON** means an Eligible Employee, an Eligible Dependent, an Eligible Retiree or a Surviving Dependent (spouse or child(ren)) of an Eligible Employee or Eligible Retiree.

**ELIGIBLE RETIREE** means a Retiree of The University of Texas System eligible for Benefits under the Plan.

**ENROLLEE** means an Eligible Person enrolled in the Plan to receive Benefits.

**MAXIMUM PLAN ALLOWANCE (MPA)** means the maximum amount Delta Dental will reimburse for a covered procedure. Delta Dental establishes the MPA for each procedure through a review of proprietary filed fee data and actual submitted claims. MPAs are set annually to reflect charges based on actual submitted claims from providers in the same geographical area with similar professional standing. The MPA may vary by the type of contracting Dentist.

**NON-DELTA DENTAL DENTIST (NON-CONTRACTING DENTIST)** means a Dentist who is neither a Premier nor a DPO Dentist and who is not contractually bound to abide by Delta Dental's administrative guidelines.

**PLAN** means the UT SELECT DENTAL benefits available to each Eligible Person of The University of Texas System under the terms of the Contract.

**PLAN YEAR** means the 12 month period commencing on September 1st of each year and ending August 31st of the following year.

**PREDETERMINATION** means the estimated amount of Benefits payable under the Plan for the services proposed, assuming the Enrollee is covered under the Plan. A predetermination of benefits is not a guarantee of payment.

**PRIMARY ENROLLEE** means an Eligible Employee, an Eligible Retiree or a Surviving Dependent of an Eligible Employee or Eligible Retiree enrolled in the Plan eligible to receive Benefits.

**PROCEDURE CODE** means the Current Dental Terminology (CDT) number given to a Single Procedure by the American Dental Association.

**SINGLE PROCEDURE** means a dental procedure that is assigned a separate CDT number.

# Eligibility

## Eligibility for Coverage

The Eligibility Date is the date a person becomes eligible to be covered under the Plan.

Your Eligibility Date will be determined by The University of Texas System in accordance with their established eligibility procedures. Please contact your Institution Benefits Office for your Eligibility Date.

### EMPLOYEE ELIGIBILITY

If you are eligible to participate in the UT System uniform group insurance program under Chapter 1601 of the Texas Insurance Code, you are eligible for the Benefits described in this Benefit Booklet.

For purposes of this Plan, the term Eligible Employee will also include those individuals who are no longer an Employee of The University of Texas System, but who are covered under the Consolidated Omnibus Budget Reconciliation Act (COBRA). You may apply for coverage for yourself (or for yourself and your Dependents) on or before your Eligibility Date, within 31 days of your Eligibility Date or during the Annual Enrollment period.

### DEPENDENT ELIGIBILITY

If you are eligible for coverage, you may include your Dependents. If both you and your spouse are UT Employees, then your children may be covered as Dependents of either parent, but not both. In addition, a spouse that is a UT Employee may be covered as a Dependent only if the spouse's dental coverage as an Employee is waived.

The Plan defines a Dependent as:

- Your spouse;
- Your children under age 26 regardless of their marital status, including:
  - biological children;
  - stepchildren and adopted children;
  - grandchildren you claim as dependents for federal tax purposes;
  - children for whom you are named a legal guardian or who are the subject of a medical support order requiring such coverage; and
  - certain children over age 26 who are determined by OEB to be medically incapacitated and are unable to provide their own support.

### RETIREE ELIGIBILITY

You are eligible to receive the dental plan benefits described in this Benefit Booklet if you are a former UT Employee who meets all eligibility as determined by UT and has retired under the:

- Teacher Retirement System of Texas;
- Employees Retirement System of Texas; or
- Optional Retirement Program.

# Changes in Your Status

Typically, Annual Enrollment is the only time you can make changes to your coverage. The only exception is when a qualified change in status occurs. Your Institution Benefits Office has a complete listing of all qualified changes in status. Examples of qualified changes in status include:

- Change in marital status, including marriage, divorce, annulment, or death of a spouse;
- Change in the number of Dependents caused by birth, adoption, medical child support order, or death;
- Change in residence if the change affects you and your Dependents' current plan eligibility;
- Change in employment status including starting or ending employment, and starting or returning from unpaid leave of absence;
- Change in Dependent eligibility; or
- Significant change in coverage or cost of another employer benefit plan available to you and your family.

You (the Employee) have 31 days from the date of a qualifying event to make the appropriate changes to your benefit designations. Application for changes must be made through your Institution Benefits Office. If you do not finalize the appropriate changes during the 31-day status change period, the changes cannot be made until the next Annual Enrollment Period. Please contact your Institution Benefits Office with questions or changes in status.

## **NOTIFY YOUR INSTITUTION BENEFITS OFFICE PROMPTLY IF ANY OF THE FOLLOWING EVENTS OCCUR:**

When a child reaches age 26, coverage under the Plan must be terminated. For additional information regarding requirements for continuation of group benefit coverage, see **Continuation of Group Coverage (COBRA)** in this Benefit Booklet. Once your Institution Benefits Office is notified, coverage is terminated and benefits for expenses incurred after termination will not be available. If benefits are paid prior to notification to Delta Dental, refunds will be requested.

Coverage for your spouse must be terminated upon divorce. In that event, please refer to the **Continuation of Group Coverage (COBRA)** subsection in this Benefit Booklet.

## **LOSS OF ELIGIBILITY**

Coverage ends for any Enrollee on the earliest of the following dates:

- The date the Plan terminates;
- The last day of the month in which an Enrollee loses eligibility to participate in the Plan for any reason including failure to make full payment of premium due;
- The first of the month following your request to terminate coverage subject to any limitations as to when a plan change is permitted; e.g. annual enrollment or change of status event;
- The date of death of the Enrollee.

# Continuation of Group Coverage (COBRA)

## ELIGIBILITY FOR COBRA

An Enrollee may be entitled to continue coverage under this program following the occurrence of certain "Qualifying Events," at his/her expense. The continued coverage can remain in effect for a maximum period of either 18, 29 or 36 months depending on the reason eligibility terminated.

Eligible "Qualifying Events" include:

- a) the Primary Enrollee's termination of employment, other than for gross misconduct, or a reduction in work hours to less than the minimum required to be eligible under this program;
- b) the Primary Enrollee's death;
- c) a divorce or legal separation from the Primary Enrollee; or
- d) a Dependent Enrollee child's loss of eligibility as a Dependent.

Primary Enrollees and their Dependent Enrollees may continue coverage for 18 months following Qualifying Event "a." However, if the Enrollee was disabled at the time Qualifying Event "a" occurred, that person's coverage may be continued for a total of 29 months provided:

- i) there is a determination under Title II or Title XVI of the Social Security Act that the disabled person was disabled at the time Qualifying Event "a" occurred; and
- ii) notice of the Title II or Title XVI determination is provided during the initial 18 months of continued coverage and within 60 days of the date of the determination.

Extended coverage under i) and ii) ends on the first day of the month that begins more than 30 days after the date of the final determination that the Enrollee is no longer disabled. The Enrollee must notify the COBRA Administrator within 30 days of any such determination.

Dependent Enrollees who have continued coverage for 18 months because of Qualifying Event "a" and who then experience a second Qualifying Event ("b", "c" or "d") during the first 18 months of continued coverage may choose to continue coverage for up to a total of 36 months after the first Qualifying Event.

## CONTINUING COVERAGE UNDER COBRA

If an Enrollee wishes to continue coverage, it is necessary to notify the appropriate Institution Benefits Office of The University of Texas System within 31 days after a Qualifying Event. Otherwise, the option of continued coverage based on one of these events will be lost.

Once The University of Texas System has been made aware of a Qualifying Event, it will notify the affected persons about their right to continue their coverage. This notice will include the amount of monthly payments necessary to continue coverage, as allowed by law. If an Enrollee wishes to continue coverage, the COBRA administrator must be notified within 60 days after the Primary Enrollee receives notice, or within 60 days after losing coverage because of the Qualifying Event, whichever is later. An Enrollee will then have 45 days to pay the initial cost of coverage, which must include the payment for each month since the Qualifying Event. Payment must be fully paid by the Enrollee and includes a 2% administrative fee.

Continued coverage will be the same as what the Enrollee would have received if still eligible under the Plan. If The University of Texas System changes coverage for regular Employees, continued coverage will change as well.

Continued coverage will end at the end of the month in which any of the following events first occurs:

- a) the allowable number of consecutive months of continued coverage is reached;
- b) the dental program ends;
- c) payments are not paid as required; or
- d) the Enrollee becomes covered for standard dental benefits under another group health plan (as an Employee or a Dependent) which does not contain any exclusion or limitation with respect to any pre-existing condition of such a person, if that pre-existing condition is covered under this program.

Once continued coverage ends, it cannot be reinstated.



# Deductible

Before Benefits are provided, every Enrollee must pay a deductible for coverage each Plan Year. The deductible amount is \$25.00 for each Enrollee except for services for which no deductible is required. There is no deductible for Diagnostic, Preventive or Orthodontic Benefits. Only the Dentist's Allowed Fee for covered Benefits will count toward the deductible.

# Maximum Amount

The Maximum Amount payable each Plan Year for each Enrollee for all Benefits except Orthodontic Benefits is \$1,250.00.

The Maximum Lifetime Amount for Orthodontic Benefits is \$1,250.00.

# Payment

The Primary Enrollee is responsible for payment of the full monthly premium. If the Primary Enrollee elects to cover Dependents, the Primary Enrollee will also be responsible for payment of the premium for the Dependents' coverage.

# Benefits Provided

Subject to limitations and exclusions hereinafter set forth, the Plan will pay Benefits when provided by a Dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

The Plan shall pay or otherwise discharge the following percentage of the Contract Allowance for these services:

DIAGNOSTIC AND PREVENTIVE BENEFITS (100%)	
DIAGNOSTIC	procedures to assist the Dentist in determining required dental treatment
PREVENTIVE	prophylaxis (regular cleanings and periodontal cleanings); topical application of fluoride solutions (to age 19); and space maintainers (to age 14)
SEALANTS	topically applied acrylic, plastic or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing decay (through age 15)
BASIC BENEFITS (80%)	
ORAL SURGERY	extractions and certain other surgical procedures, including pre and post-operative care
ANESTHESIA	when administered by a Dentist for a covered Oral Surgery, or for gingivectomy, gingivoplasty or osseous surgery
ENDODONTIC	treatment of the tooth pulp
PERIODONTIC	treatment of gums and bones supporting teeth
RESTORATIVE BENEFITS (80%)	
RESTORATIVE	amalgam, synthetic porcelain, plastic restorations (fillings) and prefabricated stainless steel restorations for treatment of carious lesions (visible destruction of hard tooth surface resulting from the process of dental decay)
DENTURE REPAIRS (80%)	
DENTURE REPAIRS	repairs to partial or complete dentures
CROWNS, JACKETS AND CAST RESTORATIONS (50%)	
CROWNS, JACKETS AND CAST RESTORATIONS	for treatment of carious lesions (visible destruction of the hard tooth structure resulting from the process of dental decay) when teeth cannot be restored with amalgam, synthetic porcelain, plastic restorations and prefabricated stainless steel restoratives
PROSTHODONTIC BENEFITS (50%)	
PROSTHODONTIC	procedures for construction of fixed bridges and partial or complete dentures and repair of fixed bridges
OTHER SERVICE	occlusal guard
ORTHODONTIC BENEFITS (50%)	
ORTHODONTIC	procedures performed by a Dentist, involving the use of an active orthodontic appliance and post-treatment retentive appliances for treatment of malalignment of teeth and/or jaws which significantly interferes with their functions

# Limitations

## LIMITATIONS ON DIAGNOSTIC AND PREVENTIVE BENEFITS

1. The Plan will not pay for more than 2 oral examinations done in any Plan Year while the patient is an Enrollee under any dental program provided by The University of Texas System.
2. The Plan will not pay for more than 2 regular cleanings or 4 periodontal cleanings done in any Plan Year while the patient is an Enrollee under any dental program provided by The University of Texas System.
3. Full mouth x-rays will be provided when required by the Dentist, but not more than once each 5 years will be paid by the Plan. Bitewing x-rays are limited to twice each Plan Year.
4. Topical application of fluoride is limited to Enrollees under age 19.

## LIMITATIONS ON SEALANTS

1. Sealants are a Benefit limited to Dependent Enrollees through age 15.
2. Benefits are limited to application on permanent posterior molar teeth with no caries (decay), without restorations and with the occlusal surface intact.
3. Benefits do not include repair or replacement of a sealant on any tooth within 2 years of its application.

## LIMITATIONS ON ORAL SURGERY

Removal of impacted teeth for preventive purposes is not covered.

## LIMITATIONS ON DENTURE REPAIRS

Denture relines are limited to once every 6 months.

## LIMITATIONS ON PERIODONTIC TREATMENTS

1. Scaling and root planing services are limited to once in any 24 month period for each quadrant.
2. Osseous surgery is limited to once in any 36 month period for each quadrant.

## LIMITATIONS ON CROWNS, JACKETS AND CAST RESTORATIONS

The Plan will not pay to replace any crown, jacket or cast restoration which the Enrollee received in the previous 5 years.



## LIMITATIONS ON PROSTHODONTIC BENEFITS

1. The Plan will not pay to replace any bridge or denture that the Enrollee received in the previous 5 years. An exception will be considered if the bridge was defective at the time of placement, and the Plan can establish that, the Plan will permit a replacement bridge within the 5 year window following its insertion. If the bridge has, since its insertion, been damaged and cannot be made satisfactory or acceptable, the Plan will also permit a replacement bridge within the 5 year window following its insertion.
2. The Plan limits payment for implants (artificial teeth implanted into or on bone or gums.) The Plan will credit the cost of a 3-unit bridge benefit towards the cost of an implant and related services. The Plan credit will be applied per tooth but limited to replacement received in the previous 5 years. Removal of implants is not covered.
3. The Plan limits Benefits for dentures to a standard partial or complete denture. A "standard" denture means a removable appliance to replace missing teeth that is made from acceptable materials by conventional means.

## LIMITATIONS ON ORTHODONTIC BENEFITS

1. All payments shall be on a monthly basis. The Plan will make periodic payments for an Orthodontic treatment plan begun on or after the Eligibility Date of the Enrollee. The Plan will pay Orthodontic Benefits in progress for a new Enrollee.
2. The obligation of the Plan to make periodic payments for Orthodontic treatment shall terminate on the next payment due date following the date the Enrollee loses eligibility or upon termination of the Contract, whichever shall occur first.
3. The Plan will not make any payment for repair or replacement of an Orthodontic appliance furnished, in whole or in part, under this program.

## LIMITATION ON ALL BENEFITS - OPTIONAL SERVICES

Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called "optional services." Optional services also include the use of specialized techniques instead of standard procedures. For example:

- a) a crown where a filling would restore the tooth;
- b) a precision denture where a standard denture could be used;
- c) an inlay instead of a restoration; or
- d) a composite restoration instead of an amalgam restoration on posterior teeth.

If optional services are received, Benefits will be based on the lower cost of the customary service or standard practice instead of the higher cost of the optional service. The Enrollee will be responsible for the remainder of the Dentist's fee.



# Exclusions

The following services are not covered Benefits:

- a) Services for injuries or conditions which are compensable under worker's compensation or employer liability laws; services which are provided to the Enrollee by any federal or state government agency or are provided without cost to the Enrollee by any municipality, county or other political subdivision except for services covered by the Medical Assistance Act of 1967, as amended (Article DJ-1, Vernon's Texas Civil Statutes). The Plan shall reimburse the Texas Department of Human Services for the cost of services paid for by the Department under said Act to the extent such costs are for services which are Benefits under the Plan;
- b) Cosmetic surgery or procedures for purely cosmetic reasons, or services for congenital (hereditary) or developmental malformations other than for newborn children. Such malformations include, but are not limited to: cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), and fluorosis (a type of discoloration of the teeth) ;
- c) Services for restoring tooth structure lost from wear, for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include, but are not limited to: equilibration, or periodontal splinting;
- d) Prescribed drugs, medication, analgesia, vitamins or dietary supplements (however, benefits may be provided under an Enrollee's medical plan);
- e) Procedures that are experimental, nonstandard or not recommended or approved by the Plan;
- f) Charges by any hospital or other surgical or treatment facility and any additional fees charged by the Dentist for treatment in any such facility;
- g) Charges for anesthesia, including IV sedation, other than by a licensed Dentist for administering general anesthesia in connection with covered oral surgery services or gingivoplasty or gingivectomy or osseous surgery (these services may be covered under an Enrollee's medical plan);
- h) Extraoral grafts (grafting of tissues from outside the mouth to oral tissues);
- i) Services with respect to any disturbance of the temporomandibular joint (jaw joint);\*
- j) Services performed by any person other than a Dentist or auxiliary personnel legally authorized to perform services under the direct supervision of a Dentist;
- k) Broken appointments;
- l) Duplicate dentures, prosthetic devices or other appliances; or
- m) Lost, missing or stolen dentures or appliances.

\*Although this Plan will not provide coverage in regard to hospitalization, an Enrollee's medical plan may. See your medical plan description or contact your Institution Benefits Office for more information.

# Predetermination

Predetermination may be requested at the option of the Enrollee. An Enrollee may obtain a Predetermination by requesting that a Dentist file an Attending Dentist's Statement with Delta Dental before treatment, showing the services to be provided to an Enrollee.

Delta Dental will Predetermine the amount of Benefits payable under this Plan for the listed services. Predeterminations are valid for sixty (60) days from the date of the Predetermination but not longer than the Contract's term nor beyond the date the Enrollee's eligibility ends.





# Choice of Dentist

Delta Dental offers you a choice of selecting a Dentist from our panel of DPO Dentists and Premier Dentists or you may choose a Non-Contracting Dentist.

A list of the Delta Dental Dentists can be obtained by accessing the Delta Dental National Provider file at [www.deltadentalins.com/universityoftexas](http://www.deltadentalins.com/universityoftexas). You are responsible for verifying whether the Dentist you select is a DPO Dentist or a Premier Dentist. Dentists are regularly added to the panel so a DPO Dentist or a Premier Dentist may not yet be listed. Additionally, you should always confirm with Delta Dental that a listed Dentist is still a contracted DPO Dentist or a Premier Dentist.

You have the freedom to visit any dentist worldwide. If you choose a dentist outside the United States, you must pay for your treatment at the time of service. Delta Dental coverage outside the United States is the same as Delta Dental out-of-network coverage within the United States.

# DPO Dentist

The DPO Program allows you the greatest reduction in your out-of-pocket expenses, since this select group of Dentists in your area will provide dental Benefits at a charge which has been contractually agreed upon between Delta Dental and the DPO Dentist. These charges are generally lower than those charged by the majority of Dentists in the same area.

# Premier Dentist

The Premier Dentist has not agreed to the features of the DPO Program; however, you may still receive dental care at a lower cost than if you use a Non-Contracting Dentist. A Premier Dentist (who is not a DPO Dentist) has agreed to accept no more than the lesser of: 1) their submitted fee, 2) the approved amount as outlined in the terms of the Premier Dentist Agreement, or 3) the Maximum Plan Allowance. This amount may be more than the charge accepted by a DPO Dentist.

# Non-Contracting Dentist

If a Dentist is a Non-Contracting Dentist, the amount charged to you may be above that charged by the DPO or Premier Dentists. When Benefits are payable for services provided by Non-Contracting Dentists, Delta Dental will allow the lesser of the submitted fee or the Maximum Plan Allowance. You will then be responsible for any extra amount charged by this Dentist over Benefits we will pay in addition to any deductibles and maximums specified by the Plan. This is called balance billing; that is, the Dentist may bill you for the balance after Delta Dental's payment is made.

The advantages of using a DPO Dentist or Premier Dentist:

a) The DPO Dentist and Premier Dentist must accept assignment of Benefits, meaning DPO Dentists and Premier Dentists will be paid directly by Delta Dental after satisfaction of the deductible and coinsurance, and the Enrollee does not have to pay all the dental charges while at the dental office and then submit the claim for reimbursement; and

b) The DPO Dentist and Premier Dentist will complete the dental claim form and submit it to Delta Dental for reimbursement.

Below is an example of how Benefits are payable to 3 different types of Dentists, assuming the service is covered, there is an 80% coinsurance, the deductible has been met, and the maximum benefit has not been exceeded.

	DPO DENTIST	PREMIER DENTIST	NON-CONTRACTING DENTIST
DENTIST SUBMITTED AMOUNT:	\$150	\$150	\$150
DELTA APPROVED AMOUNT:	\$104	\$135	\$150
DELTA ALLOWED AMOUNT:	\$104	\$135	\$135
PLAN PAYMENT:	\$83.20	\$108	\$108
PATIENT PAYMENT*:	\$20.80	\$27	\$42

\* The difference between the Approved Amount and the Plan Payment.

# Coordination of Benefits

The Plan reviews and coordinates the Benefits under this program with benefits under any other group benefit plan of the Enrollee. (This does not apply to a blanket school accident policy.) Benefits under one of the programs may be reduced so that combined coverage does not exceed the Dentist's fees for the covered services. If this is the "primary" program, the Plan will not reduce Benefits. But if the other program is the primary program, the Plan will reduce Benefits otherwise payable under this program. The reduction will be the amount paid for or provided under the terms of the primary program for services covered under this program (see BENEFITS AND LIMITATIONS).

How does the Plan determine which program is the "primary" program?

- i) If the other plan(s) primarily covers services or expenses other than dental care, then this Plan shall be primary.
- ii) If the other coverage is by a dental plan, the plan covering the Enrollee as an Employee shall be primary over the plan covering the Enrollee as a Dependent; the plan covering the Enrollee as a Dependent child of a person whose date of birth occurs earlier in the calendar year shall be primary over the plan covering the Enrollee as a Dependent of a person whose date of birth occurs later in the calendar year provided, however, that in the case of a Dependent child of legally separated or divorced parents, the plan covering the Enrollee as a Dependent of the parent with legal custody, or as Dependent of the custodial parent's spouse (i.e. step-parent) shall be primary over the plan covering the Enrollee as Dependent of the parent without legal custody.
- iii) Notwithstanding subparagraph (i) and (ii), if there is a court decree which would otherwise establish financial responsibility for the health care expenses with respect to the child, the benefits of a plan which covers the child as a Dependent of the parent with such financial responsibility shall be determined before the benefits of any other plan which covers the child as a Dependent child.
- iv) When primary coverage cannot be determined according to (i) and (ii) above, the program which has covered the Enrollee for the longer period of time shall be primary.

If the coverage under this Program is "primary" as provided above, the Plan shall provide Benefits without regard to any other plan. If the coverage under this Contract is not "primary," the Plan shall provide Benefits only to the extent that services which are Benefits provided by this Plan are not fully paid for or provided under the terms of such other plan.



# Claims

Delta Dental shall furnish to any Dentist, or to an Enrollee, on request, a standard claim form (Attending Dentist's Statement) to make a claim for payment for services covered by the Contract. In order to make a claim for payment, the Attending Dentist's Statement (ADS), duly completed in accordance with the terms thereof and signed by the Dentist who performed the services and by the Enrollee (or the Enrollee's parent or guardian if such Enrollee is a minor) shall be submitted to Delta Dental at the address stated below.

Any Enrollee or Dentist may obtain claim forms or other information about Benefits from:

**Delta Dental Insurance Company**

**P.O. Box 1809**

**Alpharetta, Georgia 30023**

**(1-800-893-3582)**

Delta Dental will notify the Primary Enrollee if Benefits are denied for services submitted on a claim form, in whole or in part, stating the reason(s) for denial. The Enrollee has 180 days after receiving a notice of denial to appeal by writing to Delta Dental giving reasons why the denial should be re-evaluated. The Enrollee may also ask Delta Dental to examine any additional information he/she includes that may support his/her appeal.

Before approving a claim, Delta Dental will be entitled to receive, to such extent as may be lawful, from any attending or examining Dentist, or from hospitals in which a Dentist's care is provided, such information and records relating to attendance to or examination of, or treatment provided to, an Enrollee as may be required to administer the claim, or that an Enrollee be examined by a dental consultant retained by Delta Dental, in or near his community or residence. Delta Dental will in every case hold such information and records confidential.

Delta Dental will give any Dentist or Enrollee, on request, a standard Attending Dentist's Statement to make claim for Benefits. To make a claim, the form must be completed and signed by the Dentist who performed the services and by the Enrollee (or the parent or guardian if the patient is a minor) and submitted to Delta Dental. If the form is not furnished by Delta Dental within fifteen (15) days after requested by a Dentist or Enrollee, the requirements for proof of loss set forth in the next paragraph will be deemed to have been complied with upon the submission to Delta Dental within the time established in said paragraph for filing proof of loss, or written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Delta Dental must be given written proof of loss (typically the date of service) within 90 days after the date of the loss. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one year from date of service (unless the claimant was legally incapacitated).

All written proof of loss must be given to Delta Dental within 90 days of the termination of the Contract.

Delta Dental will make a full and fair review within 60 days after Delta Dental receives the request for appeal. Delta Dental may ask for more documents if needed. In no event will the decision take longer than 60 days. The review will take into account all comments, documents, records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgment in applying the terms of this Contract, Delta Dental shall consult with a Dentist who has appropriate training and experience.

The review will be conducted for Delta Dental by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. The identity of such dental consultant is available upon request whether or not the advice was relied upon.

Enrollees have a right to appeal any denied claim through The University of Texas System. Requests for appeals should be sent to The University of Texas System, Office of Employee Benefits, 210 West 7th Street, Austin, Texas, 78701.

Claims payable under the Contract for any loss other than Orthodontic services will be paid within 30 days after receipt of due written proof of such loss. Delta Dental will notify the Primary Enrollee and his/her dentist of any additional information needed to process the claim within the 30 day period. Delta Dental will process the claim within 15 days of receipt of the additional information. If the requested information is not received within 45 days, the claim will be denied. Subject to written proof of loss, all accrued indemnities for Orthodontic services will be paid monthly.



# General Provisions of the Plan

DPO Dentists and Premier Dentists shall be paid directly by Delta Dental for services provided under the Plan. The Enrollee may request in writing when filing proof of loss for payment to be made directly to a Non-Contracting Dentist who provided the services. All Benefits not paid to the Dentist shall be payable to the Primary Enrollee, or to his estate, except if the person is a minor or otherwise not competent to give a valid release, in such event, Benefits may be made payable to his parent, guardian or other person actually supporting him.

No action at law or in equity shall be brought to recover on the Plan prior to expiration of sixty (60) days after proof of loss has been filed in accordance with requirements of the Plan, nor shall such action be brought at all unless brought within two (2) years from expiration of the time within which proof of loss is required by the Plan.

The Plan is not in lieu of and does not affect any requirements for coverage by Worker's Compensation Insurance.





# Termination

All Benefits shall terminate for any Enrollee in the event that the Plan is terminated or such person ceases to be eligible under terms of the Contract. Delta Dental shall not be obligated to provide continuation of Benefits to any such person in such event, except for completion of Single Procedures commenced while the Plan was in effect or for services with respect to which Delta Dental has issued a prior Predetermination, and which are completed within 31 days of termination.

In the event of termination of the Plan for any cause, Delta Dental shall not be required to Predetermine services beyond the termination date.

**COMPLAINT NOTICE:** Should any dispute arise about the cost of coverage or about a dental claim filed, write to Delta Dental Insurance Company, 1130 Sanctuary Parkway, Suite 600, Alpharetta, Georgia 30009. If the problem is not resolved, the Enrollee may also write to The University of Texas System, Office of Employee Benefits, 210 West 7th Street, Austin, Texas, 78701; (512) 499-4616; or email to [benefits@utsystem.edu](mailto:benefits@utsystem.edu).





# Institution Contacts

## **UT ARLINGTON**

Office of Human Resources  
(817) 272- 5554  
Fax: (817) 272-6271  
benefits@uta.edu

## **UT AUSTIN**

Human Resource Services  
(512) 471-4772 or  
Toll Free: (800) 687-4178  
Fax: (512) 232-3524  
HRSC@austin.utexas.edu

## **UT DALLAS**

Office of Human Resources  
(972) 883-2221  
Fax: (972) 883-2156  
benefits@utdallas.edu

## **UT EL PASO**

Office of Human Resources  
(915) 747-5202  
Fax: (915) 747-5815  
benefits@utep.edu

## **UT HEALTH SCIENCE CENTER**

### **HOUSTON**

Employee Benefit Services  
(713) 500-3935  
Fax: (713) 500-0342  
benefits@uth.tmc.edu

### **UT HEALTH SAN ANTONIO**

Office of Human Resources  
(210) 567-2600  
Fax: (210) 567-6791  
ben-admin@UTHSCSA.EDU

## **UT HEALTH SCIENCE CENTER**

### **TYLER**

Office of Human Resources  
(903) 877-7784  
Fax: (903) 877-5394  
benefits@uthct.edu

### **UT MD ANDERSON CANCER CENTER**

Human Resources Benefits  
(713) 745-6947  
Fax: (713) 745-7160  
hrbenefits@mdanderson.org  
Physicians Referral Service (PRS)  
(713) 792-7600  
Fax: (713) 794-4812  
prsfacbensrvs@mdanderson.org

### **UT MEDICAL BRANCH AT GALVESTON**

Employee Benefits Services  
(409) 772-2630, Option "0"  
Toll Free: (866) 996-8862  
Fax: (409) 772-2754  
benefits.services@utmb.edu

### **UT PERMIAN BASIN**

Human Resources  
(432) 552-2752  
Fax: (432) 552-3747  
tijerina\_a@utpb.edu

### **UT RIO GRANDE VALLEY**

#### **Brownsville**

Office of Human Resources -  
Benefits  
(956) 882-8205  
Fax: (956) 882-6599  
benefits@utrgv.edu

#### **Edinburg**

Office of Human Resources -  
Benefits  
(956) 665-2451  
Fax: (956) 665-3289  
benefits@utrgv.edu

## **UT SAN ANTONIO**

Human Resources  
(210) 458-4250  
Fax: (210) 458-7890  
benefits@utsa.edu

## **UT SOUTHWESTERN MEDICAL CENTER**

Human Resources Benefits  
Division  
(214) 648-9830  
Fax: (214) 648-9881  
benefits@utsouthwestern.edu

## **UT SYSTEM ADMINISTRATION**

Office of Human Resources  
(512) 499-4587  
Fax: (512) 499-4380  
esc@utsystem.edu

## **UT TYLER**

Office of Human Resources  
(903) 566-7467  
Fax: (903) 565-5690  
hrbenefits@uttyler.edu



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benefits@utsystem.edu

Office of Employee Benefits | The University of Texas System  
210 W. 7th Street | Austin, TX 78701

**UT SELECT DENTAL**

Delta Dental Insurance Company  
P.O. Box 1809  
Alpharetta, GA 30023

(800) 893-3582

M-F 6:15 AM-6:30 PM CT

[www.deltadentalins.com/universityoftexas](http://www.deltadentalins.com/universityoftexas)

The Office of Employee Benefits (OEB) leads in designing, implementing and administering high quality, cost-effective benefit programs for employees and retirees of The University of Texas System.

0917

# UT SELECT Dental Plus

2017-2018 SELF-FUNDED DENTAL PLUS PLAN GUIDE



# UT SELECT Dental Plus Benefit Plan Guide

## Self-Funded Dental Plan

SEPTEMBER 1, 2017 - AUGUST 31, 2018

Group Number 00-5968

Originally Effective: September 1, 2012

Last Revised: August 2017 for September 1, 2017 effective date

This booklet is a summary of the UT SELECT DENTAL PLUS PLAN benefits provided by The University of Texas System. The University of Texas System is responsible for funding this Plan.

The Benefits described in this booklet are administered by Delta Dental Insurance Company in accordance with an administrative agreement with The University of Texas System.

FOR INFORMATION CALL

(800) TX-DELTA

(800) 893-3582

Access the Delta Dental National Provider file at [www.deltadentalins.com/universityoftexas](http://www.deltadentalins.com/universityoftexas).

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# Definitions

For the purpose of this summary, the following definitions shall apply:

**ALLOWED FEE** means the fee determined to be the lower of the Maximum Plan Allowance charges or the amount submitted by the Dentist.

**ANNUAL ENROLLMENT PERIOD** means the annual period during which Primary Enrollees may change coverage for the next Plan Year. This period typically occurs in July of each year.

**BENEFIT** means the amounts paid for dental services under the terms of the Plan.

**CLAIM FORM** means the standard form used to file a claim or request a Predetermination for proposed treatment.

**CONTRACT** means the administrative agreement under which Benefits are provided, excluding any supplemental dental coverage The University of Texas System may provide.

**CONTRACT ALLOWANCE** means the maximum amount allowed for a Single Procedure. The Contract Allowance for services provided by:

- DPO Dentists is the lesser of the Dentist's submitted fee, the DPO Dentist's Fee or the approved amount as outlined in the terms of the Premier Dentist Agreement with Delta Dental.
- Premier Dentists (who are not DPO Dentists) is the lesser of the Dentist's submitted fee, the approved amount as outlined in the terms of the Premier Dentist Agreement with Delta Dental or the MPA.
- Non-Contracting Dentists is the lesser of the Dentist's submitted fee or the MPA.

**CONTRACT TERM** means the period during which this Contract is in effect.

**CONTRACTING DPO DENTIST AGREEMENT (DPO DENTIST AGREEMENT)** means an agreement between Delta Dental and a Dentist which establishes the terms and conditions under which covered services are provided under a DPO program.

**CONTRACTING DENTIST AGREEMENT (PREMIER DENTIST AGREEMENT)** means an agreement between a member of the Delta Dental Plans Association and a Dentist that establishes the terms and conditions under which services are provided.

**DPO DENTIST** means a contracting Delta Dental Dentist who agrees to accept the fees listed in the DPO Dentist Agreement as payment in full and comply with Delta Dental's administrative guidelines.

**DPO DENTIST'S FEE** means the fee outlined in the DPO Dentist Agreement. DPO Dentists agree to charge no more than this fee for treating DPO Enrollees.

**DELTA DENTAL PREMIER DENTIST (PREMIER DENTIST)** means a Dentist who contracts with Delta Dental or any other member company of the Delta Dental Plans Association and who agrees to abide by certain administrative guidelines. Not all Premier Dentists are DPO Dentists; however, all Premier Dentists agree to accept Delta Dental's MPA for each Single Procedure as payment in full.

**DPO** means a Dental Provider Organization.

**DENTIST** means a Doctor of Dentistry duly licensed at the time and place where services are performed.

**DEPENDENT ENROLLEE** means an Eligible Dependent enrolled in the Plan to receive Benefits.

**EFFECTIVE DATE** means the date the program commences.

**ELIGIBILITY DATE** means the date when an Eligible Person's Benefits become effective.

**ELIGIBLE DEPENDENT** means a Dependent of an Eligible Employee or an Eligible Retiree who is eligible for Benefits under the Plan.

**ELIGIBLE EMPLOYEE** means an Employee who is eligible for Benefits under the Plan.

**ELIGIBLE PERSON** means an Eligible Employee, an Eligible Dependent, an Eligible Retiree or a Surviving Dependent (spouse or child(ren)) of an Eligible Employee or Eligible Retiree.

**ELIGIBLE RETIREE** means a Retiree of The University of Texas System eligible for Benefits under the Plan.

**ENROLLEE** means an Eligible Person enrolled in the Plan to receive Benefits.

**MAXIMUM PLAN ALLOWANCE (MPA)** means the maximum amount Delta Dental will reimburse for a covered procedure. Delta Dental establishes the MPA for each procedure through a review of proprietary filed fee data and actual submitted claims. MPAs are set annually to reflect charges based on actual submitted claims from providers in the same geographical area with similar professional standing. The MPA may vary by the type of contracting Dentist.

**NON-DELTA DENTAL DENTIST (NON-CONTRACTING DENTIST)** means a Dentist who is neither a Premier nor a DPO Dentist and who is not contractually bound to abide by Delta Dental's administrative guidelines.

**PLAN** means the UT SELECT DENTAL benefits available to each Eligible Person of The University of Texas System under the terms of the Contract.

**PLAN YEAR** means the 12 month period commencing on September 1st of each year and ending August 31st of the following year.

**PREDETERMINATION** means the estimated amount of Benefits payable under the Plan for the services proposed, assuming the Enrollee is covered under the Plan. A predetermination of benefits is not a guarantee of payment.

**PRIMARY ENROLLEE** means an Eligible Employee, an Eligible Retiree or a Surviving Dependent of an Eligible Employee or Eligible Retiree enrolled in the Plan eligible to receive Benefits.

**PROCEDURE CODE** means the Current Dental Terminology (CDT) number given to a Single Procedure by the American Dental Association.

**SINGLE PROCEDURE** means a dental procedure that is assigned a separate CDT number.

# Eligibility

## Eligibility for Coverage

The Eligibility Date is the date a person becomes eligible to be covered under the Plan.

Your Eligibility Date will be determined by The University of Texas System in accordance with their established eligibility procedures. Please contact your Institution Benefits Office for your Eligibility Date.

### EMPLOYEE ELIGIBILITY

If you are eligible to participate in the UT System uniform group insurance program under Chapter 1601 of the Texas Insurance Code, you are eligible for the Benefits described in this Benefit Booklet.

For purposes of this Plan, the term Eligible Employee will also include those individuals who are no longer an Employee of The University of Texas System, but who are covered under the Consolidated Omnibus Budget Reconciliation Act (COBRA). You may apply for coverage for yourself (or for yourself and your Dependents) on or before your Eligibility Date, within 31 days of your Eligibility Date or during the Annual Enrollment period.

### DEPENDENT ELIGIBILITY

If you are eligible for coverage, you may include your Dependents. If both you and your spouse are UT Employees, then your children may be covered as Dependents of either parent, but not both. In addition, a spouse that is a UT Employee may be covered as a Dependent only if the spouse's dental coverage as an Employee is waived.

The Plan defines a Dependent as:

- Your spouse; and
- Your chil(ren) under age 26 regardless of their marital status, including:
  - biological children;
  - stepchildren and adopted children;
  - grandchildren you claim as dependents for federal tax purposes;
  - children for whom you are named a legal guardian or who are the subject of a support order requiring such coverage; and
  - certain children over age 26 who are determined by OEB to be medically incapacitated and are unable to provide their own support.

### RETIREE ELIGIBILITY

You are eligible to receive the dental plan benefits described in this Benefit Booklet if you are a former UT Employee who meets all eligibility as determined by UT and has retired under the:

- Teacher Retirement System of Texas;
- Employees Retirement System of Texas; or
- Optional Retirement Program.

# Changes in Your Status

Typically, Annual Enrollment is the only time you can make changes to your coverage. The only exception is when a qualified change in status occurs. Your Institution Benefits Office has a complete listing of all qualified changes in status. Examples of qualified changes in status include:

- Change in marital status, including marriage, divorce, annulment, or death of a spouse;
- Change in the number of Dependents caused by birth, adoption, medical child support order, or death;
- Change in residence if the change affects you and your Dependents' current plan eligibility;
- Change in employment status including starting or ending employment, and starting or returning from unpaid leave of absence;
- Change in Dependent eligibility; or
- Significant change in coverage or cost of another employer benefit plan available to you and your family.

You (the Employee) have 31 days from the date of a qualifying event to make the appropriate changes to your benefit designations. Application for changes must be made through your Institution Benefits Office. If you do not finalize the appropriate changes during the 31-day status change period, the changes cannot be made until the next Annual Enrollment Period. Please contact your Institution Benefits Office with questions or changes in status.

## **NOTIFY YOUR INSTITUTION BENEFITS OFFICE PROMPTLY IF ANY OF THE FOLLOWING EVENTS OCCUR:**

When a child reaches age 26, coverage under the Plan must be terminated. For additional information regarding requirements for continuation of group benefit coverage, see **Continuation of Group Coverage (COBRA)** in this Benefit Booklet. Once your Institution Benefits Office is notified, coverage is terminated and benefits for expenses incurred after termination will not be available. If benefits are paid prior to notification to Delta Dental, refunds will be requested.

Coverage for your spouse must be terminated upon divorce. In that event, please refer to the **Continuation of Group Coverage (COBRA)** subsection in this Benefit Booklet.

## **LOSS OF ELIGIBILITY**

Coverage ends for any Enrollee on the earliest of the following dates:

- The date the Plan terminates;
- The last day of the month in which an Enrollee loses eligibility to participate in the Plan for any reason including failure to make full payment of premium due;
- The first of the month following your request to terminate coverage subject to any limitations as to when a plan change is permitted; e.g. annual enrollment or change of status event;
- The date of death of the Enrollee.

# Continuation of Group Coverage (COBRA)

## ELIGIBILITY FOR COBRA

An Enrollee may be entitled to continue coverage under this program following the occurrence of certain "Qualifying Events," at his/her expense. The continued coverage can remain in effect for a maximum period of either 18, 29 or 36 months depending on the reason eligibility terminated.

Eligible "Qualifying Events" include:

- a) the Primary Enrollee's termination of employment, other than for gross misconduct, or a reduction in work hours to less than the minimum required to be eligible under this program;
- b) the Primary Enrollee's death;
- c) a divorce or legal separation from the Primary Enrollee; or
- d) a Dependent Enrollee child's loss of eligibility as a Dependent.

Primary Enrollees and their Dependent Enrollees may continue coverage for 18 months following Qualifying Event "a." However, if the Enrollee was disabled at the time Qualifying Event "a" occurred, that person's coverage may be continued for a total of 29 months provided:

- i) there is a determination under Title II or Title XVI of the Social Security Act that the disabled person was disabled at the time Qualifying Event "a" occurred; and
- ii) notice of the Title II or Title XVI determination is provided during the initial 18 months of continued coverage and within 60 days of the date of the determination.

Extended coverage under i) and ii) ends on the first day of the month that begins more than 30 days after the date of the final determination that the Enrollee is no longer disabled. The Enrollee must notify the COBRA Administrator within 30 days of any such determination.

Dependent Enrollees who have continued coverage for 18 months because of Qualifying Event "a" and who then experience a second Qualifying Event ("b", "c" or "d") during the first 18 months of continued coverage may choose to continue coverage for up to a total of 36 months after the first Qualifying Event.

## CONTINUING COVERAGE UNDER COBRA

If an Enrollee wishes to continue coverage, it is necessary to notify the appropriate Institution Benefits Office of The University of Texas System within 31 days after a Qualifying Event. Otherwise, the option of continued coverage based on one of these events will be lost.

Once The University of Texas System has been made aware of a Qualifying Event, it will notify the affected persons about their right to continue their coverage. This notice will include the amount of monthly payments necessary to continue coverage, as allowed by law. If an Enrollee wishes to continue coverage, the COBRA administrator must be notified within 60 days after the Primary Enrollee receives notice, or within 60 days after losing coverage because of the Qualifying Event, whichever is later. An Enrollee will then have 45 days to pay the initial cost of coverage, which must include the payment for each month since the Qualifying Event. Payment must be fully paid by the Enrollee and includes a 2% administrative fee.

Continued coverage will be the same as what the Enrollee would have received if still eligible under the Plan. If The University of Texas System changes coverage for regular Employees, continued coverage will change as well.

Continued coverage will end at the end of the month in which any of the following events first occurs:

- a) the allowable number of consecutive months of continued coverage is reached;
- b) the dental program ends;
- c) payments are not paid as required; or
- d) the Enrollee becomes covered for standard dental benefits under another group health plan (as an Employee or a Dependent) which does not contain any exclusion or limitation with respect to any pre-existing condition of such a person, if that pre-existing condition is covered under this program.

Once continued coverage ends, it cannot be reinstated.



# Deductible

The UT SELECT Dental Plus plan does not include a deductible.

# Maximum Amount

The Maximum Amount payable each Plan Year for each Enrollee for all Benefits except Orthodontic Benefits is \$3,000.00.

The Maximum Lifetime Amount for Orthodontic Benefits is \$3,000.00.

# Payment

The Primary Enrollee is responsible for payment of the full monthly premium. If the Primary Enrollee elects to cover Dependents, the Primary Enrollee will also be responsible for payment of the premium for the Dependents' coverage.

# Benefits Provided

Subject to limitations and exclusions hereinafter set forth, the Plan will pay Benefits when provided by a Dentist and when necessary and **customary**, as determined by the standards of generally accepted dental practice.

The Plan shall pay or otherwise discharge the following percentage of the Contract Allowance for these services:

DIAGNOSTIC AND PREVENTIVE BENEFITS (100%)	
DIAGNOSTIC	procedures to assist the Dentist in determining required dental treatment
PREVENTIVE	prophylaxis (regular cleanings and periodontal cleanings); topical application of fluoride solutions (to age 19); and space maintainers (to age 14)
SEALANTS	topically applied acrylic, plastic or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing decay (through age 15)
BASIC BENEFITS (100%)	
ORAL SURGERY	extractions and certain other surgical procedures, including pre and post-operative care
ANESTHESIA	when administered by a Dentist for a covered Oral Surgery, or for gingivectomy, gingivoplasty or osseous surgery
ENDODONTIC	treatment of the tooth pulp
PERIODONTIC	treatment of gums and bones supporting teeth
RESTORATIVE BENEFITS (100%)	
RESTORATIVE	amalgam, synthetic porcelain, plastic restorations (fillings) and prefabricated stainless steel restorations for treatment of carious lesions (visible destruction of hard tooth surface resulting from the process of dental decay)
DENTURE REPAIRS (100%)	
DENTURE REPAIRS	repairs to partial or complete dentures
CROWNS, JACKETS AND CAST RESTORATIONS (80%)	
CROWNS, JACKETS AND CAST RESTORATIONS	for treatment of carious lesions (visible destruction of the hard tooth structure resulting from the process of dental decay) when teeth cannot be restored with amalgam, synthetic porcelain, plastic restorations and prefabricated stainless steel restoratives
PROSTHODONTIC BENEFITS (80%)	
PROSTHODONTIC	procedures for construction of fixed bridges and partial or complete dentures and repair of fixed bridges
OTHER SERVICE	occlusal guard
ORTHODONTIC BENEFITS (80%)	
ORTHODONTIC	procedures performed by a Dentist, involving the use of an active orthodontic appliance and post-treatment retentive appliances for treatment of malalignment of teeth and/or jaws which significantly interferes with their functions



# Limitations

## **LIMITATIONS ON DIAGNOSTIC AND PREVENTIVE BENEFITS**

1. The Plan will not pay for more than 2 oral examinations done in any Plan Year while the patient is an Enrollee under any dental program provided by The University of Texas System.
2. The Plan will not pay for more than 2 regular cleanings or 4 periodontal cleanings done in any Plan Year while the patient is an Enrollee under any dental program provided by The University of Texas System.
3. Full mouth x-rays will be provided when required by the Dentist, but not more than once each 5 years will be paid by the Plan. Bitewing x-rays are limited to twice each Plan Year.
4. Topical application of fluoride is limited to Enrollees under age 19.

## **LIMITATIONS ON SEALANTS**

1. Sealants are a Benefit limited to Dependent Enrollees through age 15.
2. Benefits are limited to application on permanent posterior molar teeth with no caries (decay), without restorations and with the occlusal surface intact.
3. Benefits do not include repair or replacement of a sealant on any tooth within 2 years of its application.

## **LIMITATIONS ON ORAL SURGERY**

Removal of impacted teeth for preventive purposes is not covered.

## **LIMITATIONS ON DENTURE REPAIRS**

Denture relines are limited to once every 6 months.

## **LIMITATIONS ON PERIODONTIC TREATMENTS**

1. Scaling and root planing services are limited to once in any 24 month period for each quadrant.
2. Osseous surgery is limited to once in any 36 month period for each quadrant.

## **LIMITATIONS ON CROWNS, JACKETS AND CAST RESTORATIONS**

The Plan will not pay to replace any crown, jacket or cast restoration which the Enrollee received in the previous 5 years.



## LIMITATIONS ON PROSTHODONTIC BENEFITS

1. The Plan will not pay to replace any bridge or denture that the Enrollee received in the previous 5 years. An exception will be considered if the bridge was defective at the time of placement, and the Plan can establish that, the Plan will permit a replacement bridge within the 5 year window following its insertion. If the bridge has, since its insertion, been damaged and cannot be made satisfactory or acceptable, the Plan will also permit a replacement bridge within the 5 year window following its insertion.
2. The Plan limits payment for implants (artificial teeth implanted into or on bone or gums.) The Plan will credit the cost of a 3-unit bridge benefit towards the cost of an implant and related services. The Plan credit will be applied per tooth but limited to replacement received in the previous 5 years. Removal of implants is not covered.
3. The Plan limits Benefits for dentures to a standard partial or complete denture. A "standard" denture means a removable appliance to replace missing teeth that is made from acceptable materials by conventional means.

## LIMITATIONS ON ORTHODONTIC BENEFITS

1. All payments shall be on a monthly basis. The Plan will make periodic payments for an Orthodontic treatment plan begun on or after the Eligibility Date of the Enrollee. The Plan will pay Orthodontic Benefits in progress for a new Enrollee.
2. The obligation of the Plan to make periodic payments for Orthodontic treatment shall terminate on the next payment due date following the date the Enrollee loses eligibility or upon termination of the Contract, whichever shall occur first.
3. The Plan will not make any payment for repair or replacement of an Orthodontic appliance furnished, in whole or in part, under this program.

## LIMITATION ON ALL BENEFITS - OPTIONAL SERVICES

Services that are more expensive than the form of treatment customarily provided under accepted dental practice standards are called "optional services." Optional services also include the use of specialized techniques instead of standard procedures. For example:

- a) a crown where a filling would restore the tooth;
- b) a precision denture where a standard denture could be used;
- c) an inlay instead of a restoration; or
- d) a composite restoration instead of an amalgam restoration on posterior teeth.

If optional services are received, Benefits will be based on the lower cost of the customary service or standard practice instead of the higher cost of the optional service. The Enrollee will be responsible for the remainder of the Dentist's fee.

# Exclusions

The following services are not covered Benefits:

- a) Services for injuries or conditions which are compensable under worker's compensation or employer liability laws; services which are provided to the Enrollee by any federal or state government agency or are provided without cost to the Enrollee by any municipality, county or other political subdivision except for services covered by the Medical Assistance Act of 1967, as amended (Article DJ-1, Vernon's Texas Civil Statutes). The Plan shall reimburse the Texas Department of Human Services for the cost of services paid for by the Department under said Act to the extent such costs are for services which are Benefits under the Plan;
- b) Cosmetic surgery or procedures for purely cosmetic reasons, or services for congenital (hereditary) or developmental malformations other than for newborn children. Such malformations include, but are not limited to: cleft palate, upper and lower jaw malformations, enamel hypoplasia (lack of development), and fluorosis (a type of discoloration of the teeth);
- c) Services for restoring tooth structure lost from wear, for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include, but are not limited to: equilibration, or periodontal splinting;
- d) Prescribed drugs, medication, analgesia, vitamins or dietary supplements (however, benefits may be provided under an Enrollee's medical plan);
- e) Procedures that are experimental, nonstandard or not recommended or approved by the Plan;
- f) Charges by any hospital or other surgical or treatment facility and any additional fees charged by the Dentist for treatment in any such facility;
- g) Charges for anesthesia, including IV sedation, other than by a licensed Dentist for administering general anesthesia in connection with covered oral surgery services or gingivoplasty or gingivectomy or osseous surgery (these services may be covered under an Enrollee's medical plan);
- h) Extraoral grafts (grafting of tissues from outside the mouth to oral tissues);
- i) Services with respect to any disturbance of the temporomandibular joint (jaw joint);\*
- j) Services performed by any person other than a Dentist or auxiliary personnel legally authorized to perform services under the direct supervision of a Dentist;
- k) Broken appointments;
- l) Duplicate dentures, prosthetic devices or other appliances; or
- m) Lost, missing or stolen dentures or appliances.

\*Although this Plan will not provide coverage in regard to hospitalization, an Enrollee's medical plan may. See your medical plan description or contact your Institution Benefits Office for more information.

# Predetermination

Predetermination may be requested at the option of the Enrollee. An Enrollee may obtain a Predetermination by requesting that a Dentist file an Attending Dentist's Statement with Delta Dental before treatment, showing the services to be provided to an Enrollee.

Delta Dental will Predetermine the amount of Benefits payable under this Plan for the listed services. Predeterminations are valid for sixty (60) days from the date of the Predetermination but not longer than the Contract's term nor beyond the date the Enrollee's eligibility ends.





# Choice of Dentist

Delta Dental offers you a choice of selecting a Dentist from our panel of DPO Dentists and Premier Dentists or you may choose a Non-Contracting Dentist.

A list of the Delta Dental Dentists can be obtained by accessing the Delta Dental National Provider file at [www.deltadentalins.com/universityoftexas](http://www.deltadentalins.com/universityoftexas). You are responsible for verifying whether the Dentist you select is a DPO Dentist or a Premier Dentist. Dentists are regularly added to the panel so a DPO Dentist or a Premier Dentist may not yet be listed. Additionally, you should always confirm with Delta Dental that a listed Dentist is still a contracted DPO Dentist or a Premier Dentist.

You have the freedom to visit any dentist worldwide. If you choose a dentist outside the United States, you must pay for your treatment at the time of service. Delta Dental coverage outside the United States is the same as Delta Dental out-of-network coverage within the United States.

# DPO Dentist

The DPO Program allows you the greatest reduction in your out-of-pocket expenses, since this select group of Dentists in your area will provide dental Benefits at a charge which has been contractually agreed upon between Delta Dental and the DPO Dentist. These charges are generally lower than those charged by the majority of Dentists in the same area.

# Premier Dentist

The Premier Dentist has not agreed to the features of the DPO Program; however, you may still receive dental care at a lower cost than if you use a Non-Contracting Dentist. A Premier Dentist (who is not a DPO Dentist) has agreed to accept no more than the lesser of: 1) their submitted fee, 2) the approved amount as outlined in the terms of the Premier Dentist Agreement, or 3) the Maximum Plan Allowance. This amount may be more than the charge accepted by a DPO Dentist.

# Non-Contracting Dentist

If a Dentist is a Non-Contracting Dentist, the amount charged to you may be above that charged by the DPO or Premier Dentists. When Benefits are payable for services provided by Non-Contracting Dentists, Delta Dental will allow the lesser of the submitted fee or the Maximum Plan Allowance. You will then be responsible for any extra amount charged by this Dentist over Benefits we will pay in addition to any deductibles and maximums specified by the Plan. This is called balance billing; that is, the Dentist may bill you for the balance after Delta Dental's payment is made.

The advantages of using a DPO Dentist or Premier Dentist:

a) The DPO Dentist and Premier Dentist must accept assignment of Benefits, meaning DPO Dentists and Premier Dentists will be paid directly by Delta Dental after satisfaction of the deductible and coinsurance, and the Enrollee does not have to pay all the dental charges while at the dental office and then submit the claim for reimbursement; and

b) The DPO Dentist and Premier Dentist will complete the dental claim form and submit it to Delta Dental for reimbursement.

Below is an example of how Benefits are payable to 3 different types of Dentists, assuming the service is covered, there is an 80% coinsurance, the deductible has been met, and the maximum benefit has not been exceeded.

	DPO DENTIST	PREMIER DENTIST	NON-CONTRACTING DENTIST
DENTIST SUBMITTED AMOUNT:	\$150	\$150	\$150
DELTA APPROVED AMOUNT:	\$104	\$135	\$150
DELTA ALLOWED AMOUNT:	\$104	\$135	\$135
PLAN PAYMENT:	\$83.20	\$108	\$108
PATIENT PAYMENT*:	\$20.80	\$27	\$42

\* The difference between the Approved Amount and the Plan Payment.

# Coordination of Benefits

The Plan reviews and coordinates the Benefits under this program with benefits under any other group benefit plan of the Enrollee. (This does not apply to a blanket school accident policy.) Benefits under one of the programs may be reduced so that combined coverage does not exceed the Dentist's fees for the covered services. If this is the "primary" program, the Plan will not reduce Benefits. But if the other program is the primary program, the Plan will reduce Benefits otherwise payable under this program. The reduction will be the amount paid for or provided under the terms of the primary program for services covered under this program (see BENEFITS AND LIMITATIONS).

How does the Plan determine which program is the "primary" program?

- i) If the other plan(s) primarily covers services or expenses other than dental care, then this Plan shall be primary.
- ii) If the other coverage is by a dental plan, the plan covering the Enrollee as an Employee shall be primary over the plan covering the Enrollee as a Dependent; the plan covering the Enrollee as a Dependent child of a person whose date of birth occurs earlier in the calendar year shall be primary over the plan covering the Enrollee as a Dependent of a person whose date of birth occurs later in the calendar year provided, however, that in the case of a Dependent child of legally separated or divorced parents, the plan covering the Enrollee as a Dependent of the parent with legal custody, or as Dependent of the custodial parent's spouse (i.e. step-parent) shall be primary over the plan covering the Enrollee as Dependent of the parent without legal custody.
- iii) Notwithstanding subparagraph (i) and (ii), if there is a court decree which would otherwise establish financial responsibility for the health care expenses with respect to the child, the benefits of a plan which covers the child as a Dependent of the parent with such financial responsibility shall be determined before the benefits of any other plan which covers the child as a Dependent child.
- iv) When primary coverage cannot be determined according to (i) and (ii) above, the program which has covered the Enrollee for the longer period of time shall be primary.

If the coverage under this Program is "primary" as provided above, the Plan shall provide Benefits without regard to any other plan. If the coverage under this Contract is not "primary," the Plan shall provide Benefits only to the extent that services which are Benefits provided by this Plan are not fully paid for or provided under the terms of such other plan.



# Claims

Delta Dental shall furnish to any Dentist, or to an Enrollee, on request, a standard claim form (Attending Dentist's Statement) to make a claim for payment for services covered by the Contract. In order to make a claim for payment, the Attending Dentist's Statement (ADS), duly completed in accordance with the terms thereof and signed by the Dentist who performed the services and by the Enrollee (or the Enrollee's parent or guardian if such Enrollee is a minor) shall be submitted to Delta Dental at the address stated below.

Any Enrollee or Dentist may obtain claim forms or other information about Benefits from:

**Delta Dental Insurance Company**

**P.O. Box 1809**

**Alpharetta, Georgia 30023**

**(1-800-893-3582)**

Delta Dental will notify the Primary Enrollee if Benefits are denied for services submitted on a claim form, in whole or in part, stating the reason(s) for denial. The Enrollee has 180 days after receiving a notice of denial to appeal by writing to Delta Dental giving reasons why the denial should be re-evaluated. The Enrollee may also ask Delta Dental to examine any additional information he/she includes that may support his/her appeal.

Before approving a claim, Delta Dental will be entitled to receive, to such extent as may be lawful, from any attending or examining Dentist, or from hospitals in which a Dentist's care is provided, such information and records relating to attendance to or examination of, or treatment provided to, an Enrollee as may be required to administer the claim, or that an Enrollee be examined by a dental consultant retained by Delta Dental, in or near his community or residence. Delta Dental will in every case hold such information and records confidential.



Delta Dental will give any Dentist or Enrollee, on request, a standard Attending Dentist's Statement to make claim for Benefits. To make a claim, the form must be completed and signed by the Dentist who performed the services and by the Enrollee (or the parent or guardian if the patient is a minor) and submitted to Delta Dental. If the form is not furnished by Delta Dental within fifteen (15) days after requested by a Dentist or Enrollee, the requirements for proof of loss set forth in the next paragraph will be deemed to have been complied with upon the submission to Delta Dental within the time established in said paragraph for filing proof of loss, or written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Delta Dental must be given written proof of loss (typically the date of service) within 90 days after the date of the loss. If it is not reasonably possible to give written proof in the time required, the claim will not be reduced or denied solely for this reason, provided proof is filed as soon as reasonably possible. In any event, proof of loss must be given no later than one year from date of service (unless the claimant was legally incapacitated).

All written proof of loss must be given to Delta Dental within 90 days of the termination of the Contract.

Delta Dental will make a full and fair review within 60 days after Delta Dental receives the request for appeal. Delta Dental may ask for more documents if needed. In no event will the decision take longer than 60 days. The review will take into account all comments, documents,

records or other information, regardless of whether such information was submitted or considered initially. If the review is of a denial based in whole or in part on lack of dental necessity, experimental treatment or clinical judgment in applying the terms of this Contract, Delta Dental shall consult with a Dentist who has appropriate training and experience.

The review will be conducted for Delta Dental by a person who is neither the individual who made the claim denial that is subject to the review, nor the subordinate of such individual. The identity of such dental consultant is available upon request whether or not the advice was relied upon.

Enrollees have a right to appeal any denied claim through The University of Texas System. Requests for appeals should be sent to The University of Texas System, Office of Employee Benefits, 210 West 7th Street, Austin, Texas, 78701.

Claims payable under the Contract for any loss other than Orthodontic services will be paid within 30 days after receipt of due written proof of such loss. Delta Dental will notify the Primary Enrollee and his/her dentist of any additional information needed to process the claim within the 30 day period. Delta Dental will process the claim within 15 days of receipt of the additional information. If the requested information is not received within 45 days, the claim will be denied. Subject to written proof of loss, all accrued indemnities for Orthodontic services will be paid monthly.



# General Provisions of the Plan

DPO Dentists and Premier Dentists shall be paid directly by Delta Dental for services provided under the Plan. The Enrollee may request in writing when filing proof of loss for payment to be made directly to a Non-Contracting Dentist who provided the services. All Benefits not paid to the Dentist shall be payable to the Primary Enrollee, or to his estate, except if the person is a minor or otherwise not competent to give a valid release, in such event, Benefits may be made payable to his parent, guardian or other person actually supporting him.

No action at law or in equity shall be brought to recover on the Plan prior to expiration of sixty (60) days after proof of loss has been filed in accordance with requirements of the Plan, nor shall such action be brought at all unless brought within two (2) years from expiration of the time within which proof of loss is required by the Plan.

The Plan is not in lieu of and does not affect any requirements for coverage by Worker's Compensation Insurance.



# Termination

All Benefits shall terminate for any Enrollee in the event that the Plan is terminated or such person ceases to be eligible under terms of the Contract. Delta Dental shall not be obligated to provide continuation of Benefits to any such person in such event, except for completion of Single Procedures commenced while the Plan was in effect or for services with respect to which Delta Dental has issued a prior Predetermination, and which are completed within 31 days of termination.

In the event of termination of the Plan for any cause, Delta Dental shall not be required to Predetermine services beyond the termination date.

**COMPLAINT NOTICE:** Should any dispute arise about the cost of coverage or about a dental claim filed, write to Delta Dental Insurance Company, 1130 Sanctuary Parkway, Suite 600, Alpharetta, Georgia 30009. If the problem is not resolved, the Enrollee may also write to The University of Texas System, Office of Employee Benefits, 210 West 7th Street, Austin, Texas, 78701; (512) 499-4616; or email to [benefits@utsystem.edu](mailto:benefits@utsystem.edu).





# Institution Contacts

## **UT ARLINGTON**

Office of Human Resources  
(817) 272- 5554  
Fax: (817) 272-6271  
benefits@uta.edu

## **UT AUSTIN**

Human Resource Services  
(512) 471-4772 or  
Toll Free: (800) 687-4178  
Fax: (512) 232-3524  
HRSC@austin.utexas.edu

## **UT DALLAS**

Office of Human Resources  
(972) 883-2221  
Fax: (972) 883-2156  
benefits@utdallas.edu

## **UT EL PASO**

Office of Human Resources  
(915) 747-5202  
Fax: (915) 747-5815  
benefits@utep.edu

## **UT HEALTH SCIENCE CENTER HOUSTON**

Employee Benefit Services  
(713) 500-3935  
Fax: (713) 500-0342  
benefits@uth.tmc.edu

## **UT HEALTH SAN ANTONIO**

Office of Human Resources  
(210) 567-2600  
Fax: (210) 567-6791  
ben-admin@UTHSCSA.EDU

## **UT HEALTH SCIENCE CENTER TYLER**

Office of Human Resources  
(903) 877-7784  
Fax: (903) 877-5394  
benefits@uthct.edu

## **UT MD ANDERSON CANCER CENTER**

Human Resources Benefits  
(713) 745-6947  
Fax: (713) 745-7160  
hrbenefits@mdanderson.org  
Physicians Referral Service  
(PRS) (713) 792-7600  
Fax: (713) 794-4812  
prsfacbensrvs@mdanderson.org

## **UT MEDICAL BRANCH AT GALVESTON**

Employee Benefits Services  
(409) 772-2630, Option "0"  
Toll Free: (866) 996-8862  
Fax: (409) 772-2754  
benefits.services@utmb.edu

## **UT PERMIAN BASIN**

Human Resources (432) 552-2752  
Fax: (432) 552-3747  
tijerina\_a@utpb.edu

## **UT RIO GRANDE VALLEY**

### **Brownsville**

Office of Human Resources -  
Benefits  
(956) 882-8205  
Fax: (956) 882-6599  
benefits@utrgv.edu

### **Edinburg**

Office of Human Resources -  
Benefits  
(956) 665-2451  
Fax: (956) 665-3289  
benefits@utrgv.edu

## **UT SAN ANTONIO**

Human Resources  
(210) 458-4250  
Fax: (210) 458-7890  
benefits@utsa.edu

## **UT SOUTHWESTERN MEDICAL CENTER**

Human Resources Benefits  
Division  
(214) 648-9830  
Fax: (214) 648-9881  
benefits@utsouthwestern.edu

## **UT SYSTEM ADMINISTRATION**

Office of Human Resources  
(512) 499-4587  
Fax: (512) 499-4380  
esc@utsystem.edu

## **UT TYLER**

Office of Human Resources  
(903) 566-7467  
Fax: (903) 565-5690  
hrbenefits@uttyler.edu



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benefits@utsystem.edu

Office of Employee Benefits | The University of Texas System  
210 W. 7th Street | Austin, TX 78701

**UT SELECT DENTAL PLUS**

Delta Dental Insurance Company  
P.O. Box 1809  
Alpharetta, GA 30023

(800) 893-3582

M-F 6:15 AM-6:30 PM CT

[www.deltadentalins.com/universityoftexas](http://www.deltadentalins.com/universityoftexas)

The Office of Employee Benefits (OEB) leads in designing, implementing and administering high quality, cost-effective benefit programs for employees and retirees of The University of Texas System.

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## APPENDIX 9 Dataset Requirements

*Benefit Enrollment and Maintenance Transaction Set (ASC X12N 834)* can be found at:

<https://www.utsystem.edu/sites/default/files/offices/employee-benefits/docs/X095.pdf>, with addenda at <https://www.utsystem.edu/sites/default/files/offices/employee-benefits/docs/X095A1.pdf>.

*Payroll Deducted and Other Group Premium Payment for Insurance Products Transaction Set (ASC X12N 820)* can be found at:

<https://www.utsystem.edu/sites/default/files/offices/employee-benefits/docs/X061.pdf>, with addenda at <https://www.utsystem.edu/sites/default/files/offices/employee-benefits/docs/X061A1.pdf>.

*OEB Premium Billing Dataset* layout:

### PREMIUM BILLING HEADER RECORD

FIELD	DESCRIPTION	SIG/REQ	TYPE & LENGTH	FORMAT	BEG	END	SUB/DEP
HR_RC_TYPE	RECORD TYPE	REQ	A0002	VALUE 'HR'	0001	0002	
HR_SAC	STATE AGENCY CODE	REQ	A0003		0003	0005	
HR_DS_TYPE	DATASET TYPE	REQ	A0004	BILL / RMTN	0006	0009	
HR_BIL_CYM	BILLING MONTH	REQ	A0006	YYYYMM	0010	0015	
HR_CYMD	RUN DATE	REQ	A0008	YYYYMMDD	0016	0023	
HR_HHII	RUN TIME	REQ	A0004	HHII	0024	0027	
HR_TO	SAC SENT TO	REQ	A0003		0028	0030	
HR_FROM	SAC SENT FROM	REQ	A0003		0031	0033	
HR_FILL	HR FILLER		A0126		0034	0159	
HR_LAS_BYT	HR LAST BYTE OF RECORD	SIG	A0001	VALUE 'Z'	0160	0160	SUB/DEP

### PREMIUM BILLING TRAILER RECORD

FIELD	DESCRIPTION	SIG/REQ	TYPE & LENGTH	FORMAT	BEG	END	SUB/DEP
TR_RC_TYPE	RECORD TYPE	REQ	A0002	VALUE 'TR'	0001	0002	
TR_SAC	STATE AGENCY CODE	REQ	A0003		0003	0005	
TR_SUB_CTR	NUMBER OF SUBSCRIBER RECORDS	REQ	N0007		0006	0012	
TR_COV_CTR	NUMBER OF COVERAGE RECORDS	REQ	N0007		0013	0019	
TR_SIGN	SIGN OF AMOUNT	REQ	A0001	+ OR -	0020	0020	
TR_TOT_PRM	TOTAL PREMIUM AMOUNT	REQ	N0011	\$\$\$\$\$\$\$cc	0021	0031	
TR_FILL	TR FILLER		A0128		0032	0159	
TR_LAS_BYT	TR LAST BYTE OF RECORD	SIG	A0001	VALUE 'Z'	0160	0160	SUB/DEP













payments and transactions made under this chapter to a participant under this chapter are exempt from execution, attachment, garnishment, or any other process.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.009. EXEMPTION FROM TAXATION AND FEES. Premiums on a policy, an insurance contract, or an agreement established under this chapter with a health maintenance organization are not subject to any state tax, regulatory fee, or surcharge, including a premium or maintenance tax or fee.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.010. CERTAIN COMBINING OF CARRIERS NOT RESTRAINT OF TRADE. Carriers combining to bid, underwrite, or both bid and underwrite, a group life, accident, or health benefit plan for the uniform program are not in violation of Chapter 15, Business & Commerce Code.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.011. PARTICIPATION OF THE TEXAS A&M UNIVERSITY SYSTEM. Notwithstanding any other provision of this chapter, if The Texas A&M University System elects to participate in the group benefits program under Section 1551.006(c), that system, including the Texas Veterinary Medical Diagnostic Laboratory, does not participate in a uniform program established under this chapter, effective on the date participation in the group benefits program under Chapter 1551 begins.

Added by Acts 2003, 78th Leg., ch. 366, Sec. 4.01, eff. Sept. 1, 2003.

#### SUBCHAPTER B. ADMINISTRATION AND IMPLEMENTATION

Sec. 1601.051. ADMINISTRATION AND IMPLEMENTATION. A system shall:

- (1) implement a uniform program for the benefit of its employees and retired employees; and
- (2) determine basic procedural and administrative practices for insurance coverage provided under this chapter.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.052. RULEMAKING AUTHORITY. A system shall adopt rules consistent with this chapter as it considers necessary to implement this chapter and its purposes.







(2) the total of all mortality and other claims, charges, losses, costs, contingency reserve for pending and unreported claims, and expenses incurred; and

(3) the amounts of the allowance for a reasonable profit, contingency reserve, and all other administrative charges.

(d) Information provided under Subsection (c) must be provided:

(1) for the period from the coverage's date of issue to the end of the plan year; and

(2) for the plan year covered by the report.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.061. SPECIAL RESERVE. (a) A carrier issuing a group coverage plan under this chapter may hold as a special reserve for a system an amount that equals the amount by which the total amount described by Section 1601.060(c)(1) exceeds the sum of the corresponding amounts described by Sections 1601.060(c)(2) and (3).

(b) The system may use money in the special reserve at its discretion, including for:

(1) providing additional coverage for participating employees or retired employees;

(2) offsetting necessary rate increases; or

(3) reducing contributions to the coverage by participating employees or retired employees.

(c) A special reserve held by a carrier for a system earns interest at a rate determined each plan year by the carrier and approved by the system as consistent with the rate generally used by the carrier for similar funds held under other group coverages.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.062. REPORTS AND RECORDS BY ADMINISTERING CARRIER. Each contract entered into under this chapter between a system and an administering carrier must:

(1) require the administering carrier to provide reasonable reports that the system determines are necessary for the system to perform its functions under this chapter; and

(2) permit the system and representatives of the state auditor to examine records of the administering carrier as necessary to accomplish the purposes of this chapter.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.063. ASSISTANCE IN REQUESTING MONEY. The Legislative Budget Board and the Governor's Budget and Planning Office shall:

- (1) establish procedures to ensure that each system requests appropriate money to support its uniform program; and
- (2) present appropriate budget recommendations to the legislature.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.064. PHARMACY BENEFIT MANAGER CONTRACTS. (a) In awarding a contract to provide pharmacy benefit manager services under this chapter, a system is not required to select the lowest bid but must select a contract that meets the criteria established by this section.

(b) The contract must state that:

- (1) the system is entitled to audit the pharmacy benefit manager to verify costs and discounts associated with drug claims, pharmacy benefit manager compliance with contract requirements, and services provided by subcontractors;
- (2) the audit must be conducted by an independent auditor in accordance with established auditing standards; and
- (3) to conduct the audit, the system and the independent auditor are entitled access to information related to the services and the costs associated with the services performed under the contract, including access to the pharmacy benefit manager's facilities, records, contracts, medical records, and agreements with subcontractors.

(c) The contract must define the information that the pharmacy benefit manager is required to provide to the system concerning the audit of the retail, independent, and mail order pharmacies performing services under the contract and describe how the results of these audits must be reported to the system, including how often the results must be reported. The contract must state whether the pharmacy benefit manager is required to return recovered overpayments to the system.

(d) The contract must state that any audit of a mail order pharmacy owned by the pharmacy benefit manager must be conducted by an independent auditor selected by the system in accordance with established auditing standards.

Added by Acts 2009, 81st Leg., R.S., Ch. 1207 (S.B. 704), Sec. 8, eff. September 1, 2009.

#### SUBCHAPTER C. COVERAGE AND PARTICIPATION

Sec. 1601.101. PARTICIPATION ELIGIBILITY: EMPLOYEES. (a) An individual who is employed by the governing board of a system, who performs service, other

than as an independent contractor, for the system, and who is described by this section is eligible to participate as an employee in the uniform program on the date specified by Section [1601.1045](#).

(b) An individual is eligible to participate in the uniform program as provided by Subsection (a) if the individual receives compensation for services performed for the system, is eligible to be a member of the Teacher Retirement System of Texas, and either:

- (1) is expected to work at least 20 hours per week and to continue in the employment for a term of at least 4-1/2 months; or
- (2) is appointed for at least 50 percent of a standard full-time appointment.

(c) An individual is eligible to participate in the uniform program as provided by Subsection (a) if the individual:

- (1) receives compensation for services performed for the system;
- (2) is employed at least 20 hours a week; and
- (3) is not permitted to be a member of the Teacher Retirement System of Texas because the individual is solely employed by the system in a position that as a condition of employment requires the individual to be enrolled as a student in the system in graduate-level courses.

(d) Repealed by Acts 2011, 82nd Leg., R.S., Ch. 1198, Sec. 5, eff. January 1, 2012.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 366, Sec. 4.02, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1266, Sec. 2.11, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 91 (S.B. [1303](#)), Sec. 14.002, eff. September 1, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1198 (S.B. [29](#)), Sec. 5, eff. January 1, 2012.

Sec. 1601.102. PARTICIPATION ELIGIBILITY: RETIREES. (a) An individual who retires in a manner described by this section and who meets the requirements of Subsection (f) is eligible to participate, subject to Section [1601.1045](#), as a retired employee in the uniform program.

(b) An individual is eligible to participate in the uniform program as provided by Subsection (a) if:

- (1) the individual has at least 10 years of service with a system for which the individual was eligible to participate in the uniform program under Section [1601.101](#);
- (2) the individual's last state employment before retirement was with

that system; and

(3) the individual retires under the jurisdiction of:

(A) the Teacher Retirement System of Texas under Subtitle C, Title 8, Government Code;

(B) the Employees Retirement System of Texas; or

(C) subject to Subsection (c):

(i) the optional retirement program established by Chapter 830, Government Code; or

(ii) any other federal or state statutory retirement program to which the system has made employer contributions.

(c) An individual retiring in the manner described by Subsection (b)(3)(C) is a retired employee only if the individual meets all applicable requirements for retirement, including service and age requirements, adopted by the system comparable to the requirements for retirement under the Teachers Retirement System of Texas.

(d) An individual is eligible to participate in the uniform program as provided by Subsection (a) if the individual:

(1) meets the minimum requirements under Subsection (b) except that the last state employment before retirement is not at the employing system; and

(2) does not meet the requirements for an annuitant under Section 1551.102.

(d-1) An individual is eligible to participate in the uniform program as provided by Subsection (a) if:

(1) the individual meets the minimum requirements under Subsection (b) except that the individual does not have at least 10 years of service as described by Subsection (b)(1);

(2) the individual has at least 10 years of combined service in a position for which the individual was eligible to participate in the uniform program or in the group benefits program under Section 1551.101; and

(3) either:

(A) the individual's greatest number of years of state employment was in a position for which the individual was eligible to participate in the uniform program; or

(B) if the individual's years of employment in positions eligible to participate in the uniform program and the group benefits program are equal, the individual's last state employment before retirement was in a position for which the individual was eligible to participate in the uniform program.

(e) An individual is eligible to participate in the uniform program as provided by Subsection (a) if the individual retired under Subtitle C, Title 8, Government Code, before September 1, 1991, with at least five and less than 10

years of service.

(f) Notwithstanding Subsections (b)-(d), an individual is eligible to participate in the uniform program only if the individual:

(1) has at least 10 years of service credit and the sum of the person's age and amount of service credit, including months of age and credit, equals or exceeds the number 80; or

(2) is at least 65 years old and has at least 10 years of service credit.

(g) A person eligible to participate and participating in the uniform program as an annuitant on September 1, 2003, may continue to participate in the program as an annuitant if a lapse in coverage has not occurred.

(h) Notwithstanding Subsection (b), an individual to whom this subsection applies is eligible to participate in the uniform program as provided by Subsection (a) if:

(1) the individual has at least three years of service with a system for which the individual was eligible to participate in the uniform program under Section [1601.101](#);

(2) the individual's last state employment before retirement was with that system; and

(3) the individual retires under the jurisdiction of:

(A) the Teacher Retirement System of Texas under Subtitle C, Title 8, Government Code;

(B) the Employees Retirement System of Texas; or

(C) subject to Subsection (c):

(i) the optional retirement program established by Chapter [830](#), Government Code; or

(ii) any other federal or state statutory retirement program to which the system has made employer contributions.

(i) Subsection (h) applies only to a person who, on August 31, 2003:

(1) was eligible to participate in the uniform program as an employee under Section [1601.101](#); or

(2) was eligible to participate in the uniform program as a retired employee under this section as this section existed on January 1, 2003.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 366, Sec. 4.03, eff. Sept. 1, 2003; Acts 2003, 78th Leg., ch. 1266, Sec. 2.08, eff. June 20, 2003.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 1106 (H.B. [4035](#)), Sec. 4, eff. June 15, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1106 (H.B. [4035](#)), Sec. 5, eff. June 15,

2017.

Acts 2017, 85th Leg., R.S., Ch. 1106 (H.B. 4035), Sec. 6, eff. June 15, 2017.

Sec. 1601.1021. PARTICIPATION ELIGIBILITY: CERTAIN POSTDOCTORAL FELLOWS AND GRADUATE STUDENTS. (a) An individual who is not eligible to participate in the uniform program under Section 1601.101 is eligible to participate in the uniform program under this section if the individual, at an institution in a system:

(1) holds:

(A) a postdoctoral fellowship; or

(B) one or more graduate student fellowships awarded to the individual on a competitive basis that, either singly or in combination, are valued at not less than \$10,000 per year; and

(2) is currently receiving a stipend from an applicable fellowship.

(b) An individual who is eligible to participate in the uniform program under this section shall pay all contributions required under this chapter for the coverage selected by the individual, except that an institution of higher education may make contributions for the individual from available funds other than money appropriated to the institution from the general revenue fund.

(c) An institution of higher education shall determine which individuals are eligible to participate in the uniform program under this section and, at the time of initial eligibility, shall notify each individual of the individual's eligibility to participate in the program.

(d) An individual who participates in the uniform program under this section is not considered an employee of an institution of higher education solely as a result of the individual's participation in the program.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1198 (S.B. 29), Sec. 3, eff. September 1, 2011.

Sec. 1601.103. RIGHT TO COVERAGE. An individual eligible to participate in the uniform program under Section 1601.101 or 1601.102 may not be denied enrollment in any coverage provided under this chapter.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.104. AUTOMATIC COVERAGE. (a) A system shall automatically provide the basic coverage to each full-time employee unless the employee has:

(1) waived participation in the basic coverage; or

(2) selected an optional coverage plan.

(b) An employee or retired employee who is automatically covered under this section may subsequently:

- (1) retain the basic coverage or waive participation in the basic coverage; and
- (2) apply for any other coverage provided under this chapter within applicable standards.

(c) Automatic coverage as described under this section begins on the first date of employment.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.1045. DATE ELIGIBILITY BEGINS; WAITING PERIOD. (a) Except as provided by Subsection (c), (d), or (e), eligibility under Section 1601.101 begins on the first day of the calendar month that begins after the 90th day after the date the employee performs services for a system.

(b) Except as provided by Subsection (c), eligibility under Section 1601.102, for an individual who does not retire at the end of the last month for which the individual is on the payroll of a system before retirement, begins on the first day of the calendar month that begins after the 90th day after the date the individual retires.

(c) The waiting period established by Subsections (a) and (b) applies only to the determination of initial eligibility to participate in the group health benefits program and does not apply to the determination of initial eligibility to participate in optional coverages under the uniform program.

(d) Notwithstanding Subsection (a), eligibility under Section 1601.101 may not begin earlier than the first day that an employee performs services for a system if any amount paid for premium incurred before the date specified under Subsection (a) for the employee and any dependents of the employee is paid from money not appropriated from the general revenue fund, in accordance with policies and procedures established by the system.

(e) Eligibility under Section 1601.101 for an employee reemployed under Chapter 613, Government Code, begins on the first day of reemployment on which the employee performs services for a system.

Added by Acts 2003, 78th Leg., ch. 366, Sec. 4.05, eff. Sept. 1, 2003.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 150 (H.B. 437), Sec. 2, eff. September 1, 2015.

Sec. 1601.105. WAIVER. An employee or retired employee may waive in writing any coverage provided under this chapter.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.106. OPTIONAL COVERAGE. A system shall provide optional coverage in accordance with Section [1601.201](#).

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.1065. OPTIONAL BASIC COVERAGE PLAN FOR GRADUATE STUDENTS. The system may design and offer a separate optional basic coverage plan for employees who are graduate students. The system shall determine the participation eligibility, coverage, payments, contributions, and costs of a plan offered under this section.

Added by Acts 2017, 85th Leg., R.S., Ch. 1106 (H.B. [4035](#)), Sec. 7, eff. June 15, 2017.

Sec. 1601.107. COVERAGE FOR DEPENDENTS. An individual who is eligible to participate in the uniform program under Section [1601.101](#), [1601.102](#), or [1601.1021](#) is entitled to secure for a dependent of the individual any group coverages provided under this chapter for dependents under rules adopted by the applicable system.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1198 (S.B. [29](#)), Sec. 4, eff. September 1, 2011.

Sec. 1601.108. COVERAGE OPTIONS FOR CERTAIN SURVIVING SPOUSES. (a) This section applies only to the surviving spouse of:

(1) an individual eligible to participate in the uniform program under Section [1601.101](#) who had at least five years of service on the date of the individual's death, including at least three years of service as an eligible employee with the employing system; or

(2) an individual eligible to participate in the uniform program under Section [1601.102](#).

(b) A surviving spouse to whom this section applies may elect to retain any of the following coverages in effect on the date of the participant's death:

(1) the surviving spouse's authorized coverages; and

(2) authorized coverages for any eligible dependent of the deceased participant.

(c) The coverage is at the group rate for other participants.



Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.109. COVERAGE FOR AIDS, HIV, OR SERIOUS MENTAL ILLNESS. (a) In this section, "serious mental illness" has the meaning assigned by Section [1355.001](#).

(b) A system may not contract for or provide for group insurance or HMO coverage or provide self-insured coverage, that:

(1) excludes or limits coverage or services for acquired immune deficiency syndrome, as defined by the Centers for Disease Control and Prevention of the United States Public Health Service, or human immunodeficiency virus infection; or

(2) provides coverage for serious mental illness that is less extensive than the coverage provided for any other physical illness.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 730 (H.B. [2636](#)), Sec. 2G.020, eff. April 1, 2009.

Sec. 1601.110. DISEASE MANAGEMENT SERVICES. (a) In this section, "disease management services" means services to assist an individual manage a disease or other chronic health condition, such as heart disease, diabetes, respiratory illness, end-stage renal disease, HIV infection, or AIDS, and with respect to which the governing board of a system identifies populations requiring disease management.

(b) A health benefit plan provided under this chapter must provide disease management services or coverage for disease management services in the manner required by the governing board of a system, including:

- (1) patient self-management education;
- (2) provider education;
- (3) evidence-based models and minimum standards of care;
- (4) standardized protocols and participation criteria; and
- (5) physician-directed or physician-supervised care.

Added by Acts 2003, 78th Leg., ch. 589, Sec. 5, eff. June 20, 2003.

Sec. 1601.111. PROGRAMS PROMOTING DISEASE PREVENTION, WELLNESS, AND HEALTH. A system may establish premium discounts, surcharges, rebates, or a revision in otherwise applicable copayments, coinsurance, or deductibles, or any combination of those incentives, for an individual who participates in system-approved programs promoting disease prevention, wellness, and health.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1049 (S.B. 5), Sec. 3.02, eff. June 17, 2011.

#### SUBCHAPTER D. GROUP COVERAGES

Sec. 1601.151. AUTHORITY TO SELF-INSURE; EXEMPTION FROM OTHER INSURANCE LAWS. (a) Notwithstanding any other provisions of this chapter, the governing board of a system may:

- (1) self-insure a plan provided under this chapter; and
- (2) hire a carrier to administer the system's uniform program.

(b) A plan for which a system provides coverage on a self-insured basis is exempt from any other insurance law of this state that does not expressly apply to that plan or this chapter.

(c) Expenses for the administration of a self-insured plan may come from the contributions of employees and the state after payments for any coverage provided under this chapter have been made.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.152. CAFETERIA PLAN. (a) The governing board of a system may develop, implement, and administer a cafeteria plan.

(b) The governing board may include in the cafeteria plan any benefit that may be included in a cafeteria plan under federal law.

(c) The governing board may cooperate and work with and enter into a necessary contract or agreement with an independent and qualified agency, person, or entity to:

- (1) develop, implement, or administer a cafeteria plan; or
- (2) assist in those activities.

(d) The governing board may adopt an order terminating the cafeteria plan and providing a procedure for the orderly withdrawal of the system and its employees from the cafeteria plan if the governing board determines that a cafeteria plan adopted under this section is no longer advantageous to the system and its employees.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.153. SYSTEMS MAY JOIN IN PROCURING INSURANCE. The systems may join together to procure one or more group contracts with an insurance company authorized to engage in business in this state to insure the employees and retired employees of each participating system.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.154. LONG-TERM CARE COVERAGE. (a) A system may join with a board of trustees that administers the uniform program established under Chapter 1551 or the group program established under Chapter 1575 to provide long-term care insurance coverage.

(b) Each participating board of trustees and the governing board of the system must mutually agree to join together for this purpose, subject to terms that are beneficial to all participants.

(c) A system may not participate in an agreement under this section unless any cost or administrative burden associated with the development or implementation of or communications about the long-term care coverage plan is incidental.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.155. REINSURANCE. A system may arrange with an administering carrier issuing a policy under this chapter for the reinsurance of portions of the total amount of insurance under the policy with other carriers that elect to participate in the reinsurance.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

#### SUBCHAPTER E. PAYMENTS, CONTRIBUTIONS, AND COSTS

Sec. 1601.201. PAYMENT FOR COVERAGE. (a) A system may not contribute more than the amounts specified by this section for coverages provided under the uniform program.

(b) For an employee designated by the system as working 40 or more hours a week, the system may contribute:

- (1) the full cost of basic coverage for the employee; and
- (2) not more than 50 percent of the cost of dependent coverage.

(c) For an employee designated by the system as working less than 40 hours a week, including an individual employed by the system in a position that as a condition of employment requires the individual to be enrolled as a student in the system in graduate-level courses, the system, from money appropriated from the general revenue fund, may contribute:

- (1) not more than 50 percent of the cost of basic coverage for the employee; and
- (2) not more than 25 percent of the cost of dependent coverage.

(d) Subsection (c) does not prohibit a system from contributing, from money not appropriated from the general revenue fund, amounts in excess of the amount specified by that subsection for:

(1) an individual employed by the system in a position that as a condition of employment requires the individual to be enrolled as a student in the system in graduate level courses; or

(2) an individual who is a tenured faculty member with whom the system has entered into a phased retirement agreement under which the individual will work less than 40 hours a week for a specified period of time at the end of which the individual will retire.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003. Amended by Acts 2003, 78th Leg., ch. 366, Sec. 4.06, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1049 (S.B. 5), Sec. 3.03, eff. June 17, 2011.

Sec. 1601.202. FEES FOR CAFETERIA PLAN. (a) The governing board of a system may establish a monthly fee in an amount set by the board to be paid by each employee who elects to participate in a cafeteria plan for the purpose of paying the expenses of administering the cafeteria plan.

(b) If the governing board establishes a monthly fee, each employee who participates in the cafeteria plan must authorize payment of the fee by executing a separate payroll deduction agreement or as part of a salary reduction agreement, as determined by the governing board.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.203. PAYMENT FOR COVERAGE FOR DEPENDENTS. Contributions for coverages for a dependent of an individual eligible to participate in the uniform program under Section 1601.101 or 1601.102 required of the participant that exceed the amount of system contributions shall be paid:

- (1) by a deduction from the monthly compensation of the participant;
- (2) by a reduction of the monthly compensation of the participant in the appropriate amount; or
- (3) in the form and manner the system determines.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.204. AUTHORIZATION OF EMPLOYEE DEDUCTION. (a) Except for a participant who participates in a cafeteria plan, each individual eligible to participate in the uniform program under Section 1601.101 must authorize a deduction from the participant's monthly compensation in an amount equal to the difference between:

- (1) the total cost for coverages for which the participant applies;

and

(2) the amount contributed by the system.

(b) The authorization must be:

(1) in writing or performed electronically; and

(2) in a form satisfactory to the system.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.2041. EMPLOYEE DEDUCTION FOR AUTOMATIC COVERAGE. Each individual automatically enrolled in a uniform program under Section 1601.104 is considered to have authorized a deduction from the participant's monthly compensation in an amount equal to the difference between:

(1) the total cost of the employee's basic coverage; and

(2) the amount contributed by the system for the employee's basic coverage.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1049 (S.B. 5), Sec. 3.04, eff. June 17, 2011.

Sec. 1601.2042. COMPENSATION INSUFFICIENT TO COVER DEDUCTION. If a participant's monthly compensation from which the participant's contribution is deducted is insufficient to pay the participant's contribution for coverage, the system may adopt rules under which the system considers the coverage to have terminated after the last full month for which the contribution was paid in full, as determined by the system.

Added by Acts 2017, 85th Leg., R.S., Ch. 1106 (H.B. 4035), Sec. 8, eff. June 15, 2017.

Sec. 1601.205. EMPLOYEE PAYMENTS FOR PARTICIPATION IN CAFETERIA PLAN. (a) If an employee elects to participate in a cafeteria plan, the employee must execute a salary reduction agreement under which the employee's monthly compensation will be reduced in an amount equal to the difference between:

(1) the amount appropriated for that purpose in the General

Appropriations Act or the system's budget; and

(2) the cost of the employee's selected coverages for which the employee is eligible to pay under the cafeteria plan.

(b) The employee must execute a salary reduction agreement for any portion of the cost that is not covered by state or system appropriations and cafeteria plan contributions.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.206. PAYMENT BY RETIRED EMPLOYEE. An individual eligible to participate in the uniform program under Section 1601.102 must execute an agreement and make appropriate contributions in a manner analogous to the requirements adopted under Sections 1601.204 and 1601.205 for an individual eligible to participate in the uniform program under Section 1601.101.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.207. SYSTEM CONTRIBUTIONS. A system shall contribute monthly to the cost of each participant's coverage provided under this chapter an amount:

(1) if the participants are compensated from amounts appropriated in the General Appropriations Act, equal to or greater than the amount appropriated for that purpose in the Act; or

(2) if the participants are compensated from amounts appropriated by the governing board of the system in its official operating budget, an amount equal to the amount appropriated for a participant under the General Appropriations Act.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.208. AMOUNT OF SYSTEM CONTRIBUTION. Not later than November 1 preceding each regular session of the legislature, each system shall certify to the Legislative Budget Board and the budget division of the Governor's Budget and Planning Office the amount necessary to pay the contributions of the system for the coverages provided under this chapter to each employee and retired employee of the system.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.209. ORDER OF PRECEDENCE OF PAYMENT TO SURVIVORS. (a) The amount of group life coverages and group accidental death and dismemberment coverages in force for a participant on the date the participant dies shall be paid, on the establishment of a valid claim, to a person surviving the death in the following order of precedence:

(1) to the beneficiary designated by the participant in a signed and witnessed writing received before death by the appropriate office of the applicable system; or

(2) if a beneficiary is not designated under Subdivision (1), in accordance with the death benefit provisions of Subtitle C, Title 8, Government Code.

(b) For purposes of Subsection (a)(1), a designation, change, or

cancellation of a beneficiary in a document, including a will, that is not executed and filed in the manner described by that subsection is not valid.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.210. PROVISION OF NECESSARY INFORMATION. The Teacher Retirement System of Texas, Optional Retirement Program carriers, and Employees Retirement System of Texas shall provide to each system information the system considers necessary to provide retired employees with the coverages and system contributions provided under this chapter.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.211. LIABILITY FOR BACK CONTRIBUTIONS FOR DROPPED COVERAGE. (a) This section applies to a participant in the uniform program for whom appropriate contributions were not made during the entire plan year because of nonpayment of premiums.

(b) As a condition of enrollment in the same coverage for a subsequent plan year, the participant must make a contribution equal to the contributions not made for the plan year for which appropriate contributions were not made during the entire plan year, unless the nonpayment of premiums was related to a qualified change in status, as determined by the system. The payment shall be made in the form and manner determined by the system.

Added by Acts 2017, 85th Leg., R.S., Ch. 1106 (H.B. 4035), Sec. 8, eff. June 15, 2017.

#### SUBCHAPTER F. CAFETERIA PLAN FUND

Sec. 1601.251. SYSTEM CAFETERIA PLAN FUND. (a) The governing board of each system may establish and administer a cafeteria plan fund.

(b) The following shall be credited to the cafeteria plan fund of a system:

(1) salary reduction payments for benefits included in a cafeteria plan adopted under this chapter, other than group coverage plans under the uniform program;

(2) appropriations by the state for the administration of a cafeteria plan; and

(3) a monthly fee established under Section [1601.202](#).

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.252. USE OF FUND. The cafeteria plan fund of a system is

available without fiscal year limitation:

(1) for all payments for any benefits included in a cafeteria plan adopted by the system under this chapter other than group coverage plans under the uniform program; and

(2) for payment of expenses of administering the cafeteria plan.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.253. INVESTMENT OF MONEY IN FUND. (a) The governing board of a system may invest the money in the system's cafeteria plan fund.

(b) The earnings, including interest, and the proceeds from the sale of the investments become a part of the fund.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

#### SUBCHAPTER G. ADVISORY COMMITTEE

Sec. 1601.301. ADVISORY COMMITTEE. An advisory committee for each system shall be selected, serve, and perform duties as provided by this subchapter.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.302. ELECTION OF MEMBERS. One member of the advisory committee shall be elected from each of the components, units, or agencies of the system:

(1) at times designated by the system; and

(2) in accordance with general guidelines for the election provided by the system.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.303. QUALIFICATIONS OF MEMBERS. (a) A member of a system's advisory committee must be an employee of the system.

(b) A member must:

(1) demonstrate mature judgment, special abilities, and sincere interest in employee coverage plans; and

(2) be able to represent the needs of all employees of the component, unit, or agency the member represents with respect to an action of the advisory committee.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.304. TERMS. A member of the advisory committee is elected for a two-year term, subject to reelection.



Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.305. OFFICERS. Annually, the members of a system's advisory committee shall elect a presiding officer and other necessary officers.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.306. VACANCY. The chief executive officer of a component, unit, or agency of a system shall appoint to the system's advisory committee an employee of the component, unit, or agency to fill the remainder of a vacated term of a member who is an employee of the component, unit, or agency.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.307. DUTIES OF COMMITTEE. (a) The advisory committee of a system shall cooperate and work with the governing board of the system in coordinating and correlating the administration of the uniform program among the various components, units, and agencies of the system.

(b) Members of the advisory committee shall cooperate and work with the governing board of the system as advisors in the development, implementation, coordination, and administration of the uniform program among the various components, units, and agencies of the system.

(c) The advisory committee shall provide a channel for open communication of ideas and suggestions regarding coverages, eligibility, claims, procedures, bidding, administration, and any other aspect of employee plan benefits.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Sec. 1601.308. EXPENSES. (a) A member's service on the advisory committee of a system is in addition to the duties of the member's state office or employment.

(b) An expense incurred by an advisory committee member in performing a duty as a member of the committee shall be paid from money made available for that purpose to the system of which the member is an employee or officer.

(c) Employees may not be required to pay from the amount of employer contributions due the employees or from the amount of additional contributions due for selected coverages under this chapter the expenses of an advisory committee established under this subchapter.

Added by Acts 2001, 77th Leg., ch. 1419, Sec. 3, eff. June 1, 2003.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 14.017(a), eff.

September 1, 2009.

**The University of Texas System  
Employee Group Insurance  
Dental Plan Administrative Performance Report  
FY20YY - 20YY Summary Report  
1-4 Quarters**

**UT SELECT Dental Plus (Delta Dental)**

	Performance Standard	First Quarter (9/YY-11/YY)	Second Quarter (12/YY-2/YY)	Third Quarter (3/YY-5/YY)	Fourth Quarter (6/YY-8/YY)	Total (9/YY-8/YY)

**CUSTOMER SERVICE CALLS\***

Total telephone calls received						
Average Abandonment Rate (%)	5%					
Average Waiting Time (seconds)	<30 sec					
% of calls waiting < 30 seconds						

\* Telephone calls from UT SELECT Dental Plus participants preferred but will accept total business if UT call data not available.

**DENTAL ID CARDS**

Total ID Cards Mailed*						
Average Time to Mail**	<5 days					
% mailed within 5 work days	95%					

\* Total number of ID Cards mailed to current and newly enrolled UT SELECT Dental Plus participants.

\*\*Measured from date of request or receipt of complete enrollment data.

**PLAN BOOKLETS**

Total mailed*						
Average Time to Mail**	<5 days					
% mailed within 5 work days	95%					

\* Total number of plan booklets mailed to current and newly enrolled UT SELECT Dental Plus participants.

\*\*Measured from date of request or receipt of complete enrollment data.

**EMERGENCY UPDATE PROCESSING**

Total Update Requests Received*						
Avg Time to Process	4 hrs					
% of Updates Processed w/i 4 hrs	100%					

\* Emergency update requests received from UT institutions and OEB.

**CLAIMS PROCESSING\***

Total Claims Received						
Amount Paid						
Amount Denied						
Avg Processing Time (days)						
% processed within 15 days	85%					
% processed within 30 days	98%					

\* Claims received and processed for UT SELECT Dental Plus participants.

**COMPLAINTS\***

Type of Complaint:						
Claims Services						
Administration of Benefits						
Other						
Total Complaints Received						
Average Time to Resolve**	<30 days					
% resolved within 15 days	90%/15 days					

\* Total number of written and emailed complaints received from UT SELECT Dental Plus participants.

\*\*Measured from date vendor receives complaint to date resolved.

**PROVIDER ADDITIONS/TERMINATIONS\***

Additions:						
Primary Care Dentists						
Specialty Dentists						
Total Provider Additions						
Terminations:						
Primary Care Dentists						
Specialty Dentists						
Total Provider Terminations						
Net Gain (Loss) in Providers						

\* Attach a written report or file identifying any significant provider additions or terminations by specific city/county.

The Dental vendor is required to update their online provider directory at least every 30 days.

**FRAUD DETECTION\***

Total amount recovered**						
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\* By no later than Oct. 31, 2018, submit a written description of the vendor's comprehensive fraud detection plan (or amendments to any previously submitted plan) using its automated systems to detect and prevent participant and provider fraud, abuse, and other improprieties

\*\*Report the total number of dollars recovered during the past quarter through the vendor's fraud investigation activity.

Total Penalty	
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