



## THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

**REQUEST FOR QUALIFICATIONS  
CONSULTING AND ACTUARIAL SERVICES  
RFQ NUMBER: RFQ01 SBA 20-090**

**SUBMITTAL MUST BE RECEIVED BEFORE:  
2:00 P.M. Central Time on October 6, 2020**

**EMAIL RFQ RESPONSES TO:  
[SOPROCUREMENT@TAMUS.EDU](mailto:SOPROCUREMENT@TAMUS.EDU)  
SUBJECT LINE: RFQ01 SBA 20-090  
Attn: Jeff Zimmermann**

SUBMITTAL must be received by The Texas A&M University System Office of Procurement & HUB Program before the date and time specified for receipt of submittal as stated within Section 2.4 of this RFQ. After the response due date, only the names of Respondents will be made public.

**REFER INQUIRIES TO:**

Jeff Zimmermann, Director  
The Texas A&M University System  
Office of HUB & Procurement Programs  
[soprocurement@tamus.edu](mailto:soprocurement@tamus.edu)

All submittals shall become the property of the State of Texas upon receipt. Submittals may be subject to public review after contracts have been executed. Refer to Section 4.2 for more information regarding public information.

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## **SECTION 1 GENERAL**

### **1.1 Scope**

The Texas A&M University System ("A&M System") is requesting qualifications from vendors with an established history of expertise and qualifications to provide consulting and actuarial services for its self-insured group health plan, dental, benefits, retirement, and Self-Insured programs of System Risk Management plans beginning November 1, 2020. While the A&M System anticipates selecting a single vendor to provide both consulting and actuarial services, we reserve the right to employ other firms for related special projects or to perform any of the functions outlined below as we deem appropriate. The A&M System desires vendors that represent the best combination of quality and cost.

Qualifications shall be in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ).

### **1.2 About the A&M System**

The Texas A&M University System is one of the largest systems of higher education in the nation, with a budget of \$6.3 billion. The A&M System is a statewide network of 11 universities; a comprehensive health science center; eight state agencies including the Texas Division of Emergency Management; and the RELLIS Campus. The A&M System educates more than 151,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded \$1 billion in FY 2019 and helped drive the state's economy. More information about the A&M System and all of its members (collectively referred to as "Members") can be found at <http://www.tamus.edu/about/>.

### **1.3 Benefits Background**

Rudd & Wisdom, Inc. is the current vendor providing general consulting and actuarial services as defined above in the Scope. The maximum period of performance for the current contract expires this fall.

The A&M System intends to continue to self-insure the A&M Care health and dental plans, maintaining a PPO managed care approach. The prescription drug plan is a carve-out program, providing prescription drug benefits to those enrolled in the A&M Care plans. The A&M Care Plan is available to all benefit-eligible employees, graduate student employees, and retirees. The A&M Care J Plan is only available to those with a J1 or J2 visa. The A&M Care 65+ Plan is only available to retirees who have Medicare as their primary carrier. A risk stabilization reserve fund and an IBNR reserve fund are maintained for the self-insured A&M Care plans.

The A&M System currently contracts with Blue Cross and Blue Shield of Texas for administration of the self-insured health plan, Delta Dental for the self-insured dental plan, and Express Scripts for administration of the self-insured prescription drug plan. The A&M System is required by law to rebid contracts at least every six years.

The A&M System currently has 41,633 benefit-eligible employees and retirees of which just over 17,831 are located in the Bryan/College Station area.

Current enrollment in the self-insured A&M Care PPO plan is 30,723, with approximately 14,054 in the Bryan/College Station area. Of the 30,723 enrolled in the A&M Care plan, 8,734 are retirees and another 449 are working retirees. There are 55,479 covered lives, including employees, retirees, survivors, COBRA participants and dependents in the A&M Care plan.

Approximately 24,480 employees and retirees and another 21,813 dependents are covered by the A&M System's self-insured dental PPO plan administered by Delta Dental which is available to all benefit-eligible employees, graduate student employees, and retirees. In addition, a fully-insured

dental HMO plan is available in specific areas throughout the State. The dental HMO plan has approximately 3,800 employees, graduate student employees, and retirees and another 3,100 dependents.

The A&M System's plan year corresponds to the state of Texas and A&M System fiscal years which begin on September 1 and end on August 31. Potential plan design changes are researched and discussed each year between September and April. Annual enrollment for employees and retirees takes place during July of each year. An actuarial analysis for the self-insured health and dental plans is performed each spring to set premiums and a recalculation of the IBNR reserve is completed each September/October.

All benefit eligible employees of the A&M System are required, as a condition of employment, to participate in the Teacher Retirement System of Texas (TRS), a state sponsored defined benefit program, unless they qualify for and elect to participate in the Optional Retirement Program (ORP). This is a defined contribution 403(b) Program generally available to faculty and high-level administrators, in lieu of the TRS for an employee's mandatory retirement contributions. There are approximately 24,000 employees participating in TRS and ORP, contributing more than \$248M per year.

The A&M System also offers two voluntary supplemental retirement programs. The Tax-Deferred Account (TDA) which is a 403(b) defined contribution plan administered by the A&M System, and the TexaSaver 457 DCP which is a defined contribution plan administered by the Employee Retirement System of Texas (ERS). Both voluntary programs consist of employee contributions only and are available to every A&M System employee. There are approximately 5,300 employees participating in the TDA and DCP plans, contributing more than \$44M per year.

In addition to the A&M Care self-insured PPO health plan, a fully-insured PPO health and prescription drug plan is also available as an option to graduate student employees and their dependents. Most graduate student employees elect to enroll in the Graduate Student Health Plan rather than the A&M Care plan because of its lower premiums.

Proposers may link to the System Benefits Administration website at <https://www.tamus.edu/business/benefits-administration/health/> to review details of the current health plans offered by the A&M System.

The Texas A&M University System Workers Compensation, Auto and Property programs are self-funded and considered funded liability pools. The A&M System self-administers WCI, auto and property claims, Origami is the RMIS being used to collect and store all claim information. These self-funded programs provide claim servicing and claim payments by charging a cost allocation assessment to each System Member based on a percentage of payroll, number of vehicles in each Members fleet and total incurred property losses. Actuarial results, performed by a credentialed 3rd party, will help maintain and validate the financial stability of each program.

#### **1.4 Purpose**

This RFQ provides detailed information about the A&M System and its benefit needs and provides the required format for the vendor's response. Responses containing deviations are strongly discouraged. If included, deviations must be identified and described in detail in order to be considered. While a response with minor deviations from the RFQ will not be disqualified, preference will be given to prospective vendors whose responses contain the fewest and least significant deviations from the requirements presented herein.

The intent of this RFQ is to allow all interested / prospective firms to provide a sufficient amount of data that will enable the A&M System to assess the qualifications of the Respondent. To this end, each Respondent shall furnish, as a part of the qualifications, a complete general description of experience in their respective fields.

By submitting qualifications, each Respondent certifies that it understands this RFQ and has full knowledge of the scope, nature, quality, and the amount of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFQ will be the sole responsibility of the Respondent.

Respondent is to independently investigate and verify, at its own discretion, all information acquired from the A&M System or from any other source which is relied on by Respondent in the preparation of its response.

### **1.5 Priorities/Expectations**

- (a) *Ensuring a Quality Level of Service.* This priority encompasses the quality of the level of service that can be provided to the A&M System in a timely, cost effective manner. The A&M System is seeking a Respondent(s) that will ensure the provision of such quality in its delivery of service through proven techniques and established practices.
- (b) *Level of Experience and Expertise.* Respondent must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful project as determined by the A&M System.
- (c) *Delivery Efficiency.* Respondent must demonstrate its ability to deliver the required services in a timely manner while not sacrificing the quality required by the A&M System.

### **1.6 Performance Period**

Performance under an agreement pursuant to this RFQ will commence on November 1, 2020 for an initial three-year term. Assuming satisfactory performance, terms and fees are mutually agreed upon in writing prior to the expiration of the agreement, an affirmative renewal for up to three years may be allowed. The maximum period of performance pursuant to this RFQ including the initial terms and any renewals ends August 31, 2026. Any renewal must be agreed to in writing by both parties.

## SECTION 2 INSTRUCTION FOR RESPONDENTS

### 2.1 General Information

A&M System is soliciting submittals from qualified Respondents who have experience in consulting and actuarial services, preferably with institutions or agencies of the State of Texas. These basic services are outlined in the Scope of Work (Section 3).

Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in the Respondent's cover letter.

The Respondent(s) selected shall have an excellent track record for providing these services relative to the size and scope of the various needs of the A&M System and shall agree to provide these services to A&M System with a top priority commitment.

This RFQ contains specific requests for information. Respondents are encouraged to examine all sections of this RFQ carefully, in that the degree of interrelationship between sections is critical. In responding to this RFQ, Respondents are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFQ have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the respective clauses. Whenever the terms "must", "shall", "will", "is required", or "are required" are used in the RFQ, the subject being referred to is to be a required feature of this RFQ and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the Respondent's response. Any deviation or exception from RFQ specifications must be clearly identified by the Respondent in its submittal.

### 2.2 Calendar of Events

<u>Activity</u>	<u>Responsibility</u>	<u>Date</u>
Release of Request for Qualifications	A&M System	September 21, 2020
Deadline to Submit Questions	Respondent	September 25, 2020
Release of Response to Questions	A&M System	September 29, 2020
RFQ Responses Due	Respondent	October 6, 2020
Proposed Cost Worksheet*	Selected Respondent(s)	October 12, 2020
Selection of Qualified Respondent	A&M System	October 19, 2020
Agreement Effective Date	Both Parties	November 1, 2020

\* Refer to Section 3.5. **This Proposed Cost Worksheet is not to be included in the initial response to this RFQ.**

A&M System will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of A&M System and/or in the event A&M System requires more time to assure that the selection of the Respondent is in accordance with its policies, rules and regulations, as well as actual timing needs.

## 2.3 **Examination of the Request for Qualifications**

Before submitting, each Respondent will be held to have examined the A&M System requirements outlined in Section 3, and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFQ.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the Respondent has full knowledge of all of the existing and/or revised conditions and accepts them "as is."

## 2.4 **Submittal Instructions**

All qualification submittals must be received by A&M System, **no later than 2:00:00 p.m. Central Time (CDT), October 6, 2020**, electronically via email to [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu) with the subject line of "RFQ01 SBA 20-090 – Consulting and Actuarial Services". The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. A file sharing tool may be used to submit the proposal response if large file sizes are an issue. If opting to use a file sharing tool it is recommend to send a test file prior to the due date.

It is each Respondents responsibility to ensure that the entire submittal response is received by the A&M System by the deadline stated above regardless of submission method. **Late submittals will not be considered under any circumstances.**

Submittal File Format: Submission shall be saved as two (2) separate files in Adobe Portable Document Format (PDF) according to the items listed below and named as such; I) "**company name – Forms**" and II) "**company name – Qualification Response**".

## 2.5 **Submittal Components**

The following documents are to be returned as part of your qualification submittal (Section 3). Failure to include these sections/documents will be basis for response disqualification.

### **I. Forms**

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Signed and notarized Non-Collusiion Affidavit (Exhibit B)
- ✓ HUB Subcontracting Plan (Section 3.5)

### **II. Qualification Response**

- ✓ Qualification Response (Section 3.4)
- ✓ Company Profile (Exhibit C)

### Contents:

- Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFQ will be used by the A&M System for evaluation.
- Submittals shall include all items in Section 3.4 and in the format specified (a-i) and labeled accordingly.

Qualification responses shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the response; however, **it is essential to reference the question letter/number with the corresponding answer.**

Failure to comply with all requirements contained in this RFQ may result in the rejection of the submittal.

**Note:** Additional information regarding the Execution of Offer and Non-Collusion Affidavit.

- Execution of Offer: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record. Signature can be done electronically with DocuSign, Adobe or another similar tool.
- Non-Collusion Affidavit: The Respondent signature on this document may be done electronically with DocuSign, Adobe or another similar tool. While the document must also be notarized, this may be done at a later date due to the COVID-19 pandemic. An agreement may not be executed with the awarded Respondent until this document is fully signed and notarized.

## **2.6 Inquiries and Interpretations**

All questions concerning this RFQ are to be directed to Jeff Zimmermann, Director of Procurement & Business Services, in writing, at [soprocurement@tamus.edu](mailto:soprocurement@tamus.edu). Respondent may not contact other individuals at A&M System to discuss any aspect of this RFQ, unless expressly authorized by the A&M System Procurement Office to do so. A&M System will publish all questions with responses according to the calendar in Section 2.2.

Responses to inquiries which directly effect an interpretation or change to this RFQ will be issued in writing by addendum/amendment and posted to the Electronic State Business Daily (ESBD) at the following site; <http://www.txsmartbuy.com/sp> (Input Agency Number "710" and select "Posted" for the Status)

It is the responsibility of all RESPONDENTS to check the ESBD for any and all addenda issued for this RFQ. All such addenda/amendments issued by A&M System prior to the time that qualifications are received shall be considered part of the RFQ, and the Respondent shall consider and acknowledge receipt of such in the Execution of Offer.

Only those A&M System replied to inquiries which are made by formal written addenda/amendments shall be binding. Oral and other interpretations or clarification will be without legal effect.

## **2.7 Selection Process**

Responses submitted in response to this RFQ shall be evaluated on the basis of the criteria listed below with the selection being the response that the A&M System deems to represent the best value to the A&M System. The list of criteria is not exhaustive and is not listed in order of importance. While the criteria shall provide the basis for an objective evaluation of each response, the experience and judgment of the System Benefits Administration (SBA) staff and the evaluation committee shall also be important in the selection process.

- Compliance with the requirements listed in the RFQ
- Vendor License
- Financial Strength and Stability
- Past experience
- Customer service
- Costs
- Organizational flexibility
- References



A&M System will base its choice on demonstrated competence, knowledge, references, and qualifications of the Respondent. Demonstrated past experience with agencies or institutions of the State of Texas will be given preference in the evaluation and qualification process. The A&M System is not required to select the lowest priced response, but will take into consideration other factors such as those enumerated above.

The RFQ provides the information necessary to prepare and submit responses for consideration by the A&M System. All properly submitted responses will be reviewed, evaluated, and ranked by the A&M System. The A&M System will rank the Respondents in the order that they provide the overall "best value" to the A&M System based on an evaluation of the responses to the RFQ. The A&M System may interview one or more of the top ranked Respondents as part of the evaluation process.

After response tabulation and such investigation of Respondents as the A&M System deems appropriate, an award may be made to the vendor whose response it judges to represent the best value to the A&M System. Final determination for award of the contract will be made on the overall best value to the A&M System. The A&M System reserves the right to reject any or all responses.

The selection of the successful response may be made by the A&M System on the basis of the responses initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful response may be made by the A&M System on the basis of negotiation with any of the Respondents. The A&M System shall not disclose any information derived from the responses submitted by competing Respondents in conducting such discussions.

All responses must be complete and convey all of the information requested to be considered responsive. If a response fails to conform to the essential requirements of the RQP, the A&M System alone will determine whether the variance is significant enough to consider the response susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.

A&M System may perform reference checks and seek further information, as needed from all Respondents whose responses A&M System, at its discretion, considers viable, based on the initial evaluation and scoring. The Respondent's response to this requirement officially authorizes A&M System to contact these organizations to discuss the services and other considerations which the Respondent has provided to such organizations and authorizes the organizations to provide such information to A&M System and Respondent shall and hereby does release and hold harmless A&M System, the state of Texas, and the organization of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the response.

The A&M System may cancel this RFQ or reject responses at any time prior to an award, and is not required to furnish a statement of the reasons why a particular response was not deemed to be the most advantageous. The selection of the successful response may be made by the A&M System on the basis of the responses initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful response may be made by the A&M System on the basis of negotiation with any of the Respondents. The A&M System shall not disclose any information derived from the responses submitted by competing Respondents in conducting such discussions.

By submitting its response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" firm will require subjective judgments by the A&M System.

### **SECTION 3**

#### **SERVICES AND QUALIFICATION REQUIREMENTS**

#### **3.1 Consulting Services**

##### **Task 1. Pharmacy Benefit Manager (PBM) Evaluation**

Assist with PBM competitive bid process to include RFP development, vendor response analysis, negotiation and if needed, assistance with drafting of the contract, and vendor implementation. RFP development would be a coordinated effort between the selected consultant and System Benefits Administration staff. It is anticipated that RFP development would include review of current prescription drug experience, review of the current PBM contract, discussion of possible plan design changes to achieve cost savings, review of the State Auditor's Office audit report regarding PBM contracts at selected state agencies and review of the most recent A&M System PBM RFP. This is an immediate need, requiring the selected consultant to be available for RFP development during September and October 2020 in order to issue the RFP as soon as possible.

##### **Task 2. General Consulting Services**

On a monthly retainer basis, provide a broad range of consulting services on an as-needed basis for the A&M System's group health and welfare, retirement, and workers' compensation benefits plans. It is anticipated that the majority of interaction will be related to the health and benefits area versus retirement and Risk Management. Provision of general consulting services typically is accomplished by use of email or phone. The following list is intended to be illustrative and not intended to be all inclusive.

- General consultation – ad hoc design, technical, compliance, administration, communications review
- Affordable Care Act compliance
- Consultation around renewal activities
- Legislative review/support
- Selective insight relative to benchmarking (does not include formal benchmarking/survey analysis)
- General consulting regarding retiree health considerations

Note that none of the services described above would contemplate actual quantitative analysis or actuarial services, but could include general assessment of certain figures, i.e. contribution strategies. The current retainer fee to provide these general consulting services is \$2,000 per month.

#### **3.2 Actuarial Services**

##### **Task 1. Annual actuarial analysis of the self-insured health, prescription drug, and dental plans**

Perform actuarial analyses for the A&M System self-insured health, prescription drug, and dental plans. This includes recommendations regarding plan design changes and projection of their cost to the plan, annual actuarial pricing of the plan premiums (February – May), presentation of the annual pricing of plan premiums to SEBAC (April – May), and annual determination of the appropriate IBNR reserving level (September – October).

System Benefits Administration staff provides enrollment, paid claims, lag reports, utilization reports, plan design changes, and any additional source data necessary for the annual actuarial pricing and for the IBNR calculation.

A copy of the most recent Annual Actuarial Pricing and IBNR Reserve Estimate documents are being provided as an example of the deliverables for this task. They are separate Adobe files that you should

have downloaded from the Electronic State Business Daily along with the RFQ. Exhibit D provides further information about downloading these files.

**Task 2. Annual Actuarial Analysis of the Self-Insured programs of System Risk Management to determine the appropriate Incurred But Not Reported (IBNR) reserving level (August – September)**

System Risk Management staff will provide the necessary source data for the selected vendor to determine this estimate.

A copy of the most recent reserve calculation is being provided as an example of the deliverable for this task. It is a separate Adobe file that you should have downloaded from the Electronic State Business Daily along with the RFQ. Exhibit D provides further information about downloading this file.

**Task 3. Annual valuation services in relation to Other Post-Employment Benefits (OPEB) required to comply with GASB 43 and 45, as necessary (draft – July, final – August)**

To include preparation of actuarial assumptions, preparation of actuarial analysis for post-retirement plan, complete accounting requirements, and reporting of results. A full valuation may be needed. In subsequent years, a roll-forward actuarial estimate may be determined to be appropriate.

A copy of the most recent Actuarial Valuation of OPEB document is being provided as an example of the deliverable for this task. It is a separate Adobe file that you should have downloaded from the Electronic State Business Daily along with the RFQ. Exhibit D provides further information about downloading this file.

Respondents may link to the System Benefits Administration website at <http://tamus.edu/benefits/> to review the details of the current health, benefit, and retirement plans offered by the A&M System and may review the Office of Risk Management and Safety's program website by linking to <http://www.tamus.edu/business/risk-management>.

This RFQ provides detailed information about the A&M System and provides the required format for the vendor's response. Deviations from the specifications outlined are not anticipated, although the A&M System will consider any such deviations that it deems are in its best interest.

### **3.3 Additional Consulting or Actuarial Services**

**Task 1. Potential Projects**

In the event the A&M System identifies a project, outside the scope of the above noted tasks, for which additional consulting or actuarial services are required, the A&M System may develop a specific Scope of Work and request a quote. A timeline, along with billing and payment terms will be defined at that point. No specific projects are currently planned, but the following are provided as examples of special projects that have been performed in the past under the current consulting relationship.

- Administrative review and claims audit of the self-insured medical third party administrator
- Review of PBM renewal
- Conduct dependent eligibility audit
- Review and provide feedback regarding 403(b) Plan Documents

### **3.4 Response Requirements and Format**

Respondents are instructed to provide the content and in the format as stated below (a-i) in order to expedite analysis and comparison of responses received. Failure to use the stated format or failure to provide complete responses, may, at the A&M System's option, disqualify the proposer.

A complete response shall consist of the following items:

- a. Cover Letter – This letter shall summarize interest and ability to provide the scope of this RFQ, include a statement to the validity of the response, and provide a contact name for this RFQ response, including title, address, telephone number, facsimile, and email address.
- b. Execution of Offer – The Execution of Offer provided in Exhibit A must be signed by Proposer's company official duly authorized and having the authority to legally bind and commit the proposing organization.
- c. Non-Collusion Affidavit - The Non-Collusion Affidavit provided in Exhibit B must be signed and notarized.
- d. Company Profile – Complete the Company Profile as provided in Exhibit C.
- e. Certification

All entities responding to this RFQ must certify eligibility to contract with the State or any of its subdivisions to the following items:

- Certify that the responding organization is licensed in the state of Texas for which it is submitting a response and is legally able to contract with the State or any of its subdivisions.
- Certify that the responding organization in its employment and promotion policies does not discriminate against any of the following classes:
- Women: Title VII of the Civil Rights Act of 1964, as amended; Executive Order 11246 of 1965, as amended
- Pregnant Women: Pregnancy Discrimination Act of 1978, PL95-555
- Racial Minorities: Title VII of the Civil Rights Act of 1964, as amended
- Aged and Retired: Age Discrimination in Employment Act of 1967, as amended; Tax Equity and Fiscal Responsibility Act of 1983 (TEFRA); Deficit Reduction Act of 1984 (DEFRA); Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA)
- Disabled Individuals and those with catastrophic and terminal diseases: Sections 503 and 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990
- In the interest of safeguarding our employees' protected health information, the A&M System will require the execution of a HIPAA Business Associate Agreement documenting the selected Respondents's compliance with both the privacy and security rules as set forth by the Health Insurance Portability and Accountability Act. The Business Associate Agreement is attached as **Exhibit F** for your reference. This document is not needed with your RFQ submission.

- f. Qualifications and Experience

The individuals assigned to this account and the supporting team members should have:

- Proper credentials
- Demonstrated depth/breadth of understanding of the employee benefits industry, including PBM operations
- Knowledge of state and federal laws relating to health, benefit, retirement and self-insured risk management plans
- Successful experience in providing consulting and actuarial services and conducting similar projects for large multi-location employers

Respondent shall provide a response to each of the following items:

1. Project Staffing - Provide detailed credentials of everyone who will be assigned to this account. Include personal resumes and specific references of similar projects, for each person who will work directly with the A&M System or have primary responsibility for this project. Indicate how many other clients these key members of the project staff work with on a regular basis and/or have primary responsibility for assisting. Identify all individuals who will provide support to the project including their location, position, specific responsibilities, educational background, experience, and technical capabilities. Provide a comprehensive organizational chart that includes everyone who will be responsible for or provide support to the project.
2. Public Employer Experience - Identify at least two institutions of higher education, state government, or other public employer plans for which you have performed similar services. Describe the service performed, results obtained and current status of the project. Provide the name, title, email address and telephone number of your key contact(s) at the organization. The A&M System may contact these employers at its discretion. The provision of the name of an employer will constitute a release to contact the employer for pertinent information. Emphasis should be given to any projects related to Texas higher education institutions, state agencies or similar entities in other states.
3. General Experience - Provide a list of at least two employers (other than those listed in Section f. 2) above) with whom you have or have had a similar consulting and actuarial relationship. Describe the service performed, results obtained and current status of the project. The list should include the name, title, email address and telephone number of representatives who are familiar with the vendor's work.

Also, provide the name, title, email address and telephone number of representatives of at least two additional employers for whom you have performed similar projects, but with whom you are no longer working. Describe the service performed and results obtained. These employers may be contacted at the discretion of the A&M System. The provision of the name of an employer by the applicant organization will constitute a release to contact the employer for pertinent information.

4. PBM Selection – If not provided in Section f. 2) or Section f. 3) above, provide a list of at least two employers where you have been heavily involved in the drafting of a PBM RFP, analysis of the RFP responses, and PBM contract negotiations. Describe the service performed, results obtained and current status of the project. Provide the name, title, email address and telephone number of your key contact(s) at the organization. The A&M System may contact these employers at its discretion. The provision of the name of an employer will constitute a release to contact the employer for pertinent information.
5. Claims Systems - Detailed knowledge of health care and prescription drug claim systems is important. Describe your knowledge of the current state-of-the-art systems, as well as future systems under development. What carriers, PBM vendors, TPAs and systems do you deal with primarily? Does your company own, have a partial interest in, market or operate any claim payment or data management systems. If so, please explain.
6. Plan Financial Management - Discuss your experience with various health care, WCI and prescription drug plan funding methods and any creative funding methods you have developed for complex health care plans. Discuss the pros and cons of various approaches as they relate to the A&M System's situation, including any unusual risks, special legal requirements, etc. Discuss successful performance measures/criteria you have implemented with carriers and PBMs.
7. Claims Audit Experience – Have you previously performed medical claim audits of BlueCross BlueShield of Texas or prescription drug audits of Express Scripts? Does your organization

- have a dedicated section that performs carrier audits? How many claim audits did your organization perform during calendar year 2019? What was the average overpayment amount and what was the percentage error rate in claims processing? Please provide any additional statistics that you maintain regarding audit results. Describe your recommended approach to performing both medical and prescription drug claim audits. Provide a sample of the type of audit reports that would be provided upon completion of the audit.
8. Plan Design - Describe your capabilities regarding plan design as it relates to the management of health care plans. Explain your ability to model and project the cost impact of proposed plan design changes including any tools that are accessible to clients for this purpose. From whom do you obtain advice about the tax-related issues of benefit plans?
- g. Confidential and Proprietary Information – In order to protect and prevent inadvertent access to confidential information submitted in the response, the Respondent is to provide a schedule of all pages that the Respondent in good faith, and with legally sufficient due diligence, considers to contain any confidential and/or proprietary information.
- Information in any tangible form which is submitted by Respondents will be treated as confidential until such time as a contract is executed. After that time, the A&M System is required to provide access to certain records in accordance with the provisions of Chapter 552, Tex. Government Code, now known as the Texas Public Information Act (TPIA), formerly known as the Open Records Act. By submitting a response, the Respondent acknowledges and agrees that the A&M System shall have no liability to the Respondent or to any other person or entity for disclosing information in accordance with the TPIA. The A&M System shall not have any obligation or duty to advocate the confidentiality of the Respondent's material to the Texas Attorney General or to any other person or entity. The Respondent further understands and agrees that upon the A&M System's receipt of a TPIA request for a copy of the Respondent contract, including the response and any exhibits to the contract and response, the only documents that the A&M System shall treat as the Respondent's confidential and proprietary information shall be the documents the Respondent identifies as required above. It is the Respondent's sole obligation to advocate in good faith the confidential or proprietary nature of any information it provides in its response, and the Respondent understands that the Texas Attorney General may nonetheless determine that all or part of the claimed confidential or proprietary information shall be publicly disclosed.
- h. Deviations – In an effort to compare “apples to apples”, deviations to the RFQ and the current are strongly discouraged. The Respondent shall enumerate and provide a detailed description of any deviations to provisions contained in the RFQ. If your organization is unable to perform any of the required services please provide details.
- i. Supplemental Information – Information or exhibits provided that are not specifically requested in Sections a. through m. above should be included at the end of the response behind a divider page entitled “n. Supplemental Information”.

### 3.5 Proposed Cost Worksheet

The A&M System will evaluate the responses to the items in Section 3.4 above to determine the one Respondent or a short list of Respondents most qualified to provide the needed services. The selected Respondent(s) identified and deemed most qualified will be requested to provide the information in Exhibit F. **This information including fees are not to be provided in the Respondent's initial RFQ response, but at a later date when requested according to the schedule in Section 2.2.**

### 3.6 **HUB Subcontracting Plan**

It is the policy of the state of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing.

Based on the scope of this RFP, Respondents must determine if they can perform the entire scope with their own resources or if it will be necessary to subcontract any portion of the scope. Subcontracting opportunities are defined as those opportunities contracted with a vendor to provide services, supply commodities, or contribute toward completing work for a governmental entity.

**Subcontracting opportunities are possible for this RFP and therefore a HUB Subcontracting Plan (HSP) is required.** Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the RFP and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted **with** the RFP response by the date and time specified. The applicable **HUB goal** to utilize for this RFP is **10%** for “all other services”.

Respondents shall complete the HSP form attached or as found on the following site; <https://www.tamus.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/> and submit it with the RFP response. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the Respondent will show those vendors as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the Respondent will be expected to make a good faith effort according to the HSP instructions. Don't forget to include any backup documentation and sign the HSP form.

If the Respondent is completing as **self-performing**, a statement, which attests that the respondent shall perform the subcontracting opportunities identified by the agency, with its own employees and resources, is required. The sections in the HSP form to be completed for self-performing are Section 1, 2a (check No), 3 with your statement included in the open text field, and 4.

For information regarding the HUB Subcontracting Plan requirements, please contact Keith Williams from the A&M System's HUB Program at (979) 458-3265 or [kwilliams@tamus.edu](mailto:kwilliams@tamus.edu) for assistance in determining available HUB subcontractors and proper completion of the HSP. Respondents have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFP for review by Mr. Williams.

## SECTION 4 GENERAL TERMS AND CONDITIONS

### 4.1 Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and Respondent to attempt to resolve any claim for breach of contract made by Respondent that cannot be resolved in the ordinary course of business. Respondent shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine Respondent's claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.

### 4.2 Public Information Act

- (a) RESPONDENT acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon A&M System's written request, RESPONDENT will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- (c) RESPONDENT acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the RESPONDENT agrees that the agreement can be terminated if the RESPONDENT knowingly or intentionally fails to comply with a requirement of that subchapter.

### 4.3 Insurance

Respondent shall obtain and maintain, for the duration of a resultant agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, A&M System shall not be deemed or construed to have assessed the risk that may be applicable to Respondent under a resultant agreement. Respondent shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Respondent is not relieved of any liability or other obligations assumed pursuant to a resultant agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

#### Coverage

#### Limit

##### A. Worker's Compensation

Statutory Benefits (Coverage A)  
Employers Liability (Coverage B)

Statutory  
\$1,000,000 Each Accident  
\$1,000,000 Disease/Employee  
\$1,000,000 Disease/Policy Limit



Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

**B. Automobile Liability**

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;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

**C. Commercial General Liability**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures Respondent's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of a resultant agreement.

**Additional Endorsements**

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insureds.

**D. Respondent will deliver to A&M System:**

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

**All insurance policies**, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by Respondent. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-Contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

**All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or nonrenewal relating to any insurance policy required in this Section.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by Respondent under a resultant agreement. Respondent is

responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by a resultant agreement will be mailed, faxed, or emailed to the SREO.

The insurance coverage required by a resultant agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.

- 4.4 Indemnification.** Respondent agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of Respondent's negligent or willful errors or omissions under a resultant agreement.
- 4.5 Independent Contractor.** Respondent is an independent contractor, and neither Respondent nor any employee of Respondent shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Respondent shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- 4.6 Not Eligible for Rehire.** Respondent is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of any resultant agreement.
- 4.7 Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, Texas Government Code, Respondent agrees that any payments owing to Respondent under any resultant agreement may be applied directly toward certain debts or delinquencies that Respondent owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- 4.8 State Auditor's Office.** Respondent understands that acceptance of funds under a resultant agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Respondent agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Respondent will include this provision in all contracts with permitted subcontractors.
- 4.9 Entire Agreement.** Any resultant agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of a resultant agreement. A resultant agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- 4.10 Severability.** If any provisions of a resultant agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making a resultant agreement, as modified, enforceable, and the remainder of a resultant agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- 4.11 Force Majeure.** Neither party will be in breach of its obligations under any resultant agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented

from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

- 4.12 Loss of Funding.** Performance by A&M System under a resultant agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice to Respondent and A&M System may terminate a resultant agreement without further duty or obligation hereunder. Respondent acknowledges that appropriation of funds is beyond the control of A&M System.
- 4.13 Governing Law.** The validity of a resultant agreement and all matters pertaining to a resultant agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- 4.14 Venue.** Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- 4.15 Non-Discrimination.** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, sexual orientation, disability, genetic information, veterans status or gender identity as protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, Respondents certify that they will conform to the provisions of the Federal Civil Rights Action of 1964, as amended.
- 4.16 Conflict of Interest.** By executing a resultant Agreement, Respondent and each person signing on behalf of Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this RFQ, or in the services to which this RFQ relates, or in any of the profits, real or potential, thereof.

- 4.17 Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 is applicable to a resultant agreement, the Respondent certifies it does not and will not, during the performance of this contract, boycott Israel. Respondent acknowledges any resultant Agreement may be terminated if this certification is or becomes inaccurate.
- 4.18 Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Respondent certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges that any resultant Agreement may be terminated if this certification is or becomes inaccurate.
- 4.19 Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 4.20 Records Retention.** Respondent will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the resultant agreement for the duration of the resultant Agreement and for seven years after the conclusion of the resultant agreement.
- 4.21 Immigration Reform and Control Act of 1986.** By submitting a statement of qualification, the Respondent certifies that it does not and will not, during the performance of the resulting agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 4.22 Debarment Status.** By submitting a statement of qualification, Respondent certifies that it is not currently debarred from submitting submittals on contracts nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts.
- 4.23 Modification of Service.** The A&M System reserves the right to modify the services during the course of the resultant agreement. Any changes in pricing and rates proposed by the Respondent resulting from such changes are subject to acceptance by the A&M System. In the event prices and rates cannot be negotiated to the satisfaction of both parties, any resultant agreement may be awarded by A&M System.
- 4.24 Publicity.** Respondents must refrain from giving any reference to the resultant agreement, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from the A&M System.
- 4.25 Ownership of Documents.** Upon completion or termination of any resultant agreement, all documents prepared by the Respondent for the benefit of the A&M System shall become the property of the A&M System. The A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, the A&M System shall have a recognized proprietary interest in the work product of the Respondent.

**EXHIBIT A****EXECUTION OF OFFER****RFQ01 SBA 20-090****DATE EXECUTED:** \_\_\_\_\_

**In compliance with this RFQ, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services.**

**A.1 Respondent Affirmation**

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment:

Receipt is hereby acknowledged of the following addenda to this RFQ by entering yes or no in space provided and indicating date acquired. Enter "0" if none received.

No. 1 \_\_\_\_\_ Date \_\_\_\_\_

No. 2 \_\_\_\_\_ Date \_\_\_\_\_

**A.2 Signature**

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- (ii) it is not given, nor intends 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 the submitted Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at A&M System's option, and the Respondent may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of The Texas A&M University System;
- (v) Respondent has not been an employee of the A&M System within the immediate twelve (12) months prior to the RFQ response;
- (vi) no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;

- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) each Respondent will be selected based on demonstrated competence and qualifications only;
- (xi) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- (xii) under Section 231.006, Family Code, the Respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xiii) under Section 2155.006, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- (xiv) the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this bid and resultant agreement and the PROVIDER agrees that the resultant agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

Respondent shall provide their Federal Employer Identification Number (EIN), full VENDOR name, address and contact information in the spaces below. Failure to either manually or electronically (i.e. DocuSign) sign in the Authorized Signature line below will disqualify the submission. The person signing shall show title and have authority to bind his/her firm into a contractual relationship.

Federal EIN/Taxpayer ID#: \_\_\_\_\_

Vendor/Company Name: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

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

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

\* By signing this RFQ, Respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4)

**EXHIBIT B**  
**NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Qualifications (such persons, firms and corporations hereinafter being referred to as the "Respondent"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Qualifications, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of A&M System or any employee thereof, or any person, firm or corporation under contract with A&M System whereby the Respondent, in order to induce acceptance of the foregoing Qualifications by said A&M System, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Qualifications.

The Respondent hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or A&M System.

**CONFLICT OF INTEREST**

The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of A&M System, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has a direct or indirect financial interest in the award of this RFQ, or in the services to which this RFQ relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

Notary Public in and for the County of \_\_\_\_\_, State of

\_\_\_\_\_. My commission expires: \_\_\_\_\_

**THE EXECUTION OF OFFER AND NON-COLLUSION AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THESE DOCUMENTS WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.**

**EXHIBIT C**  
**COMPANY PROFILE**

- a. Please provide the following:
- Legal Name
  - DBA Name
  - Number of Years in Business
  - Type of Operation (i.e., Individual, Partnership, Corporation)
  - Number of Employees
  - Annual Revenues
- b. Provide a general overview of the company, including where the company is headquartered, if it has a major base of operation in Texas, and if it has operated under other names.
- c. Include a narrative history of the firm and its background in health, benefit, retirement and self-insured risk management plan administration. Explain the added value or service that your organization provides that distinguishes it from all others. Explain your organization's general philosophy regarding health care and benefit management.
- d. **Financial Stability.** Respondent shall acknowledge that it will provide if requested the following to verify financial stability:
- A copy of your company's audited financial statements for the past two (2) years; or
  - A financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company.
- e. Describe your company's disaster recovery and contingency plans. Have you ever tested or actually implemented these plans?
- f. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- g. Provide details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the A&M System.
- h. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.



**EXHIBIT D**  
**SUPPLEMENTAL FILES TO RFQ INSTRUCTIONS**

You should have downloaded the following files along with the RFQ instructions. If you failed to download these files, you can do so by returning to the Electronic State Business Daily where you downloaded the RFQ.

1. *Annual Actuarial Pricing Report* – This is an Adobe file containing a copy of the most recent Annual Actuarial Pricing Report for the self-insured medical, prescription drug, and dental plans. It is an example of the deliverable required in Actuarial Services, Task 1 in *Section 3.2*.
2. *IBNR Reserve Estimate* – This is an Adobe file containing a copy of the most recent IBNR Reserve Estimate for the self-insured medical, prescription drug, and dental plans. It is an example of the deliverable required in Actuarial Services, Task 1, in *Section 3.2*.
3. *WCI Actuarial Report* – This is an Adobe file containing a copy of the most recent WCI Actuarial Report for the self-insured WCI program. It is an example of the deliverable required in Actuarial Services, Task 2, in *Section 3.2*.
4. *GASB Valuation* – This is an Adobe file containing a copy of the most recent Actuarial Valuation of OPEB report. It is an example of the deliverable required in Actuarial Services, Task 3, in *Section 3.2*.

**EXHIBIT E**  
**HIPAA BUSINESS ASSOCIATE AGREEMENT – (DRAFT, DO NOT EXECUTE)**

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**THIS BUSINESS ASSOCIATE AGREEMENT** (this “Agreement”) between The Texas A&M University System (“A&M System”), an agency of the State of Texas, on behalf of the A&M Care Plan (“**Covered Entity**”) and (“**Business Associate**”), shall be effective (the “**Effective Date**”). All terms used in this Agreement and not defined herein which are defined under Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”), including 45 C.F.R. Parts 160 and 164 (“Privacy Rule”), shall have the meanings set forth in the applicable definition under HIPAA.

Covered Entity and Business Associate have entered into, are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create, maintain, and use health information that is protected by state and/or federal law.

Pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information” or “PHI”).

Pursuant to HIPAA, HHS issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”).

In order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI.

On February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards.

The HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to Business Associates.

The HITECH Act requires that certain of its provisions be included in business associate agreements, and that certain requirements of the Privacy Standards be imposed contractually upon Covered Entities as well as Business Associates.

The Texas Legislature has adopted certain privacy and security requirements that are more restrictive than those required by HIPAA and HITECH, and such requirements are applicable to Business Associates as “Covered Entities” as defined by Texas law; and because Business Associate and Covered Entity desire to enter into this Business Associate Agreement, in consideration of the mutual promises set forth in this Agreement and the applicable Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**I. Definitions**

- a. Except as otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings set forth in HIPAA.
- b. “**Business Associate**” shall have the same meaning to the term “Associate” under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.

- c. **“Breach”** shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the HIPAA Privacy Rule that compromises the security or privacy of the Protected Health Information as defined, and subject to the exceptions set forth, in 45 CFR § 164.402.
- d. **“Covered Entity”** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- e. **“Data Aggregation Services”** shall mean the combining of PHI or EPHI by Business Associate with the PHI or EPHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of, payment to, and treatment of patients by the respective covered entities.
- f. **“Electronic Protected Health Information”** shall mean Protected Health Information that is transmitted or maintained in Electronic Media.
- g. **“HIPAA”** shall mean the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended and supplemented by the HITECH Act and its implementing regulations, as each is amended from time to time.
- h. **“HIPAA Breach Notification Rule”** shall mean the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Part 164 (Subpart D).
- i. **“HIPAA Privacy Rule”** shall mean the federal privacy regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164 (Subparts A & E).
- j. **“HIPAA Security Rule”** shall mean the federal security regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164 (Subparts A & C).
- k. **“HITECH Act”** shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, and all its implementing regulations, when and as each is effective and compliance is required.
- l. **“Protected Health Information of PHI”** shall mean Protected Health Information, as defined in 45 CFR § 160.103, and is limited to the Protected Health Information received, maintained, created or transmitted on behalf of, Covered Entity by Business Associate in performance of the Underlying Services.
- m. **“Underlying Services”** shall mean, to the extent and only to the extent they involve the creation, maintenance, use, disclosure or transmission of Protected Health Information, the services performed by Business Associate for Covered Entity pursuant to the Underlying Services Agreement.
- n. **“Underlying Services Agreement”** shall mean the written agreement(s) (other than this Agreement) by and between the parties as amended as set forth in the attached schedule by and between the parties pursuant to which Business Associate access to, receives, maintains, creates or transmits PHI for or on behalf of Covered Entity in connection with the provision of the services described in that agreement(s) by Business Associate to Covered Entity or in performance of Business Associate’s obligations under such agreement(s).

## **II. Business Associate Obligations.**

Business Associate may receive from Covered Entity, or create or receive or maintain on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All references to PHI herein shall be construed to include EPHI. Business Associate

agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Privacy Standards, Security Standards the HITECH Act, or Texas law, including without limitation the provisions of Texas Health and Safety Code Chapters 181 and 182 as amended by HB 300 (82nd Legislature), effective September 1, 2012, in each case including any implementing regulations as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”) if the PHI were used or disclosed by Covered Entity in the same manner.

### **III. Use of Protected Health Information**

Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity’s benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, (ii) for Data Aggregation Services (as herein defined), and (iii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. For avoidance of doubt, under no circumstances may Business Associate sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, as amended by HB 300 (82nd Legislature), effective September 1, 2012, nor shall Business Associate use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity. To the extent not otherwise prohibited in the Business Arrangements or by applicable law, use, creation and disclosure of de-identified health information, as that term is defined in 45 CFR § 164.514, by Business Associate is permitted.

### **IV. Disclosure of Protected Health Information**

Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Business Associate recognizes that under the HIPAA/HITECH Omnibus Final Rule, Business Associates may not disclose PHI in a way that would be prohibited if Covered Entity made such a disclosure. Any disclosures made by Business Associate will comply with minimum necessary requirements under the Privacy Rule and related regulations.

Business Associate shall not, and shall provide that its directors, officers, employees, subcontractors, and agents, do not disclose PHI to any other person (other than members of their respective workforce), unless disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as specifically permitted in the immediately preceding sentences shall be made only if such discloser has previously signed a written agreement that:

- a.) Binds the discloser to the provisions of this Agreement pertaining to PHI, for the express benefit of Covered Entity, Business Associate and, if discloser is other than Business Associate, the discloser;
- b.) Contains reasonable assurances from discloser that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to discloser; and,
- c.) Obligates discloser to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent discloser has obtained knowledge of such breach.

Business Associate shall not disclose PHI to any member of its workforce and shall provide that its subcontractors and agents do not disclose PHI to any member of their respective workforces, unless Business Associate or such subcontractor or agent has advised such person of Business Associate’s obligations under this Agreement, and of the consequences for such person and for Business Associate or such subcontractor or agent of violating them as memorialized in a business associate agreement pursuant to the HIPAA/HITECH Omnibus Final Rule. Business Associate shall take and shall provide that each of its subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement

In addition to Business Associate’s obligations under Section IX, Business Associate agrees to mitigate, to the extent commercially practical, harmful effects that are known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

**V. Access to and Amendment of Protected Health Information**

Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity; and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Any such amendments shall be made in such a way as to record the time and date of the change, if feasible, and in accordance with any subsequent requirements promulgated by the Texas Medical Board with respect to amendment of electronic medical records by HIEs. Business Associate shall respond to any request from Covered Entity for access by an individual within seven (7) days of such request and shall make any amendment requested by Covered Entity within twenty (20) days of the later of (a) such request by Covered Entity or (b) the date as of which Covered Entity has provided Business Associate with all information necessary to make such amendment. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or the fee approved by the Texas Medical Board for the production of non-electronic media copies). Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests and statements in response to denials of such requests to the Designated Record Set, as requested by Covered Entity.

**VI. Accounting of Disclosures**

Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

**VII. Records and Audits**

Business Associate shall make available to the United States Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or the requirements of any other health oversight agency, in a time and manner designated by the Secretary.

**VIII. Implementation of Security Standards; Notice of Security Incidents**

Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

**IX. Data Breach Notification and Mitigation**

HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting to Covered Entity of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. § 164.402. Specifically, a breach is an unauthorized acquisition, access, use or disclosure of unsecured PHI, including ePHI, which compromises the security or privacy of the PHI/ePHI. A breach is presumed to have occurred unless there is a low probability that the PHI has been compromised based

on a risk assessment of at least the factors listed in 45 C.F.R. § 164.402(2)(i)-(iv) (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. § 164.404 governs the determination of the date of discovery of a HIPAA Breach. In addition to the foregoing and notwithstanding anything to the contrary herein, Business Associate will also comply with applicable state law, including without limitation, Section 521 Texas Business and Commerce Code, as amended by HB 300 (82nd Legislature), or such other laws or regulations as may later be amended or adopted. In the event of any conflict between this section, the Confidentiality Requirements, Section 521 of the Texas Business and Commerce Code, and any other later amended or adopted laws or regulations, the most stringent requirements shall govern.

Discovery of Breach. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity without unreasonable delay and in no event later than the earlier of the maximum of time allowable under applicable law or three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate.

Reporting a Breach. Without unreasonable delay and no later than the earlier of the maximum of time allowable under applicable law or five (5) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. § 164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with:

- a.) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address);
- b.) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery;
- c.) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, addressees, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);
- d.) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and,
- e.) appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the HIPAA Breach.

Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described above.

## **X. Termination**

This Agreement shall commence on the Effective Date.

Upon the termination of the applicable Business Arrangement, either Party may terminate this Agreement by providing written notice to the other Party.

Upon termination of this Agreement for any reason, Business Associate agrees:

- a.) to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>; or,

- b.) in the case of PHI which is not feasible to “return or destroy,” to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

#### **XI. Miscellaneous**

**Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

**Covered Entity:**

Ms. Ellen Gerescher  
Employee Benefits Manager  
Moore/Connally Building  
301 Tarrow, 5th Floor  
College Station, TX 77840

**Business Associate:**

Name  
Title  
Address Line 1  
Address Line 2  
Address Line 3

**Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

**Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

**Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

**Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

**Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of Texas. Venue for any dispute relating to this Agreement shall be in Brazos County, Texas.

**Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**COVERED ENTITY:**

**BUSINESS ASSOCIATE:**



## EXHIBIT F PROPOSED COST WORKSHEET

**Note: This worksheet is NOT to be provided with the initial RFQ submission. However, Respondents should have the Proposed Cost Worksheet completed and available to submit on **October 12, 2020** if requested to do so (Refer to Section 3.5 for more information).**

Fees provided below must be guaranteed for the initial three-year term of the Agreement.

- 1) Provide a list of everyone, including support staff, who will be assigned to work on the A&M System account and their hourly rates.
- 2) Provide a quote to provide the following services as described in the RFQ.

### Consulting Services

**a. Task 1, PBM Evaluation** as described in *Section 3.1*

- Provide a separate “not-to-exceed” quote for performing the services described in Task 1.
- Indicate if any start-up costs are included and the amount of such costs.
- All requested services as listed in Task 1 should be billed based on a fee-per-hour basis.
- The A&M System will pay the lesser of the not-to-exceed quote or the fee-per-hour amount.
- Identify any charges that will be billed to the A&M System in addition to the per-hour-fees, including travel and accommodations, overhead, postage, telephone, and computer time. Please indicate if these additional charges are included in your not-to-exceed quote. The A&M System reserves the right to recommend and employ the most cost effective alternatives available such as conference calls, video conferencing, email, etc., when appropriate.

**b. Task 2, General Consulting Services** as described in *Section 3.1*

- Supply a quote based on a monthly retainer fee to provide general consulting services as described in Task 2.

### Actuarial Services

**c. Task 1, Annual actuarial analysis of the self-insured health, dental, and prescription drug plans** as described in *Section 3.2*

- Provide a fixed fee quote for performing the services described in Task 1.

**d. Task 2, Annual actuarial analysis of the Self-Insured programs of System Risk Management to determine the appropriate IBNR reserving level** as described in *Section 3.2*

- Provide a fixed fee quote for performing the services described in Task 2.

**e. Task 3, Annual valuation services in relation to Other Post-Employment Benefit required to comply with GASB 43 and 45, as necessary** as described in *Section 3.2*

- Provide a fixed fee quote for both a full valuation and a roll-forward valuation as described in Task 4.

### Additional Consulting or Actuarial Services

- f. **Task 1, Potential Projects**, as described in *Section 3.3*
- A quote is not required for this task, as **no specific projects are currently planned**. In the event the A&M System identifies a project outside the scope of the above noted tasks, for which additional consulting or actuarial services are required, the A&M System will develop a specific Scope of Work and request a quote.