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RFP No. 720-1705 Cost Containment Services & Workers' Compensation Health Care Network Services

Open Date: 02/23/17 02:30 PM

Agency Requisition Number: 720-1705

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

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

-**Package 1** size: 440127 (in bytes) Type: Specification Format: (ASCII Plain Text)

-**Package 2** size: 84755 (in bytes) Type: Additional Specification(s) Format: (ASCII Plain Text)

-**Package 3** size: 538009 (in bytes) Type: Additional Specification(s) Format: Acrobat PDF Files

Agency: UNIVERSITY OF TEXAS SYSTEM (720)

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REQUEST FOR PROPOSAL

RFP No. 720-1705 Cost Containment Services & Workers' Compensation Health Care Network Services

Proposal Submittal Deadline: Thursday, February 23rd, 2017 at 2:30 PM CST

The University of Texas System
Office of Risk Management

Prepared By:
Darya Vienne
The University of Texas System
210 West Sixth St.
Suite B. 140E
Austin, Texas 78701-2891
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January 26th, 2017

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

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

The University of Texas System is one of the nation’s largest systems of higher education, with 14 institutions that educate more than 217,000 students. Each year, UT institutions award more than one-third of all undergraduate degrees in Texas and almost two-thirds of all health professional degrees. With about 20,000 faculty – including Nobel laureates – and more than 70,000 health care professionals, researchers student advisors and support staff, the UT System is one of the largest employers in the state.

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

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

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

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

1.2 Background and Special Circumstances

The University’s Office of Risk Management is responsible for the administration of the University’s self-insured workers’ compensation program for all employees whose names appear on the payroll of University. In December 2013, the program incorporated a third party administrator (“**TPA**”) into the claims handling process. This is a hybrid model. Although the adjusting is handled by the TPA, the claims supervisors remain employees with the UT System. The chosen network and cost containment firm(s) (“**Contractor(s)**”) will work in unison with both the UT System and their TPA.

The intent of this RFP is to select one (1) or multiple firms to provide services described in **Sections 6 and 7**.

1.3 Objective of Request for Proposal

The University of Texas System is soliciting proposals in response to this Request for Proposal No. 720-1705 (this “RFP”), from qualified vendors to provide Cost Containment and Workers’ Compensation Health Care Network Services (the “Services”) more specifically described in Sections 6 and 7 of this RFP:

Section 6 – Cost Containment Services;
Section 7 – Workers’ Compensation Health Care Network Services.

Proposer may bid on **any or all** Sections mentioned above.

Proposer must submit one (1) complete Proposal, under separate cover, per Section if proposing both Services.

1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [Section 61.003, Education Code](#)) to use the group purchasing procurement method (ref. Sections [51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer. In particular, Proposer should note UT System is composed of fourteen (14) institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 2:30 p.m., Central Standard Time (“**CST**”) on Thursday, February 23rd, 2017 (the “**Submittal Deadline**”).

2.2 University Contact Person

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

Darya Vienne
Email: dvienne@utsystem.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications delivered to (i) University Contact, or (ii) if questions relate to Historically Underutilized Businesses, to HUB Coordinator (ref. **Section 2.5** of this RFP). *University Contact must receive all questions or concerns no later than 2:30 p.m. CST on Thursday, February 9th, 2017.* University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

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

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

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

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

2.3.1 Threshold Criteria Not Scored

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

2.3.2 Scored Criteria

- A. Cost Containment Services
 - Cost (30%);
 - Vendor Experience and Qualifications (30%);

- Approach to Project Services (40%).

B. Workers' Compensation Health Care Network Services

- Cost (30%);
- Vendor Experience and Qualifications (20%);
- Approach to Project Services (50%).

2.4 Key Events Schedule

Issuance of RFP	Thursday, January 26 th , 2017
Deadline for Questions / Concerns (ref. Section 2.2 of this RFP)	Thursday, February 9 th , 2017
Submittal Deadline (ref. Section 2.1 of this RFP)	2:30 p.m. CST on Thursday, February 23 rd , 2017

2.5 Historically Underutilized Businesses

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

2.5.2 University has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.13 \(a\)](#), and has determined that subcontracting opportunities are probable under this RFP.

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

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

Questions regarding the HSP may be directed to:

Contact: Cynthia Booker
Coordinator, HUB Technical Assistant
Phone: 409-772-1353
Email: cbooker@utsystem.edu

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

2.5.4 Proposer must submit one (1) original of the HSP to University at the same time it submits its proposal to University (ref. **Section 3.2** of this RFP.) **The original of the HSP must be submitted under separate cover (mailed independently) and in one (1) separate envelope (the “HSP Envelope”).** Proposer must ensure that the top outside surface of HSP Envelope is clearly indicating:

2.5.4.1 the RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP), both located in the lower left hand corner of the top surface of the envelope,

2.5.4.2 the name and the return address of the Proposer, and

2.5.4.3 the phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFP that is not accompanied by one (1) separate HSP Envelope meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer’s HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit one (1) completed and signed originals of Proposer’s HUB Subcontracting Plan may result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Proposer unopened (ref. **Section 1.5** of **APPENDIX ONE** to this RFP). **Note**: The requirement that Proposer provide one (1) original of the HSP under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.

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

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit:

- A. One (1) complete paper copy of its *entire* proposal for each Section Proposer is responding to.

The paper copy of the proposal should contain the mark “original” on the front cover of the proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of the submitted paper copy(-ies) of the proposal.

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

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

In addition, Proposer must submit one (1) complete electronic copy of the proposal for each Section Proposer is responding to in a single .pdf file on separate USB Flash Drive on which all proposed pricing information, provided in response to **Section 8**, has been removed.

3.2 Submission

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

The University of Texas System Administration
210 West Sixth St.
Suite B. 140E
Austin, Texas 78701-2891
Attn: Darya Vienne

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

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

3.3 Proposal Validity Period

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

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1. Specifications and Additional Questions (ref. **Sections 5, 6 7 and 8** of this RFP);

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

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

3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

3.5 Submittal Checklist

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

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

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 8** of this RFP);

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

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

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Sections 5, 6, 7 and 8** of this RFP);

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

3.5.7 Responses to questions and requests for information in **APPENDIX FOUR**.

3.5.8 Responses to questions and requests for information in **APPENDIX FIVE**.

3.5.9 Responses to questions and requests for information in **APPENDIX SIX**.

SECTION 4

GENERAL TERMS AND CONDITIONS

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

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

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

Contract Term: University intends to enter into an agreement with the Contractor to perform the Services for an initial four (4) year base term, with the option to renew for three (3) additional one (1) year renewal periods, upon mutual written agreement of both parties.

Proposing Multiple Services: Per **Section 1.3** of this RFP, Proposer may submit two (2) *complete* proposals in response to this RFP if Proposer can provide more than one (1) of the Services (ref. **Sections 6** and **7**) described in this RFP. For example, if Proposer desires to provide Cost Containment Services and Workers’ Compensation Health Care Network Services, then Proposer must submit one (1) complete proposal that addresses all requirements of the RFP for Cost Containment Services option and a second complete proposal that addresses all requirements of the RFP for Workers’ Compensation Health Care Network Services. ***Proposals must be submitted under separate cover.***

Multiple Awards: It may be determined that having Services (ref. **Sections 6** and **7** of this RFP) provided by various Contractors is more appealing to the University. Therefore, University reserves the right to make multiple awards against this RFP.

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

5.2 Additional Questions

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

- 5.2.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must submit a list of the exceptions.
- 5.2.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [Section 2252.908, Government Code](#) and [1 TAC Sections 46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (“**TEC**”), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX SEVEN**. *Proposer may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing the information on the TEC website at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.***
- 5.2.3 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX FOUR, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for

Proposer's objection. NOTE THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

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

SECTION 6

MEDICAL COST CONTAINMENT SERVICES

6.1 Scope of Work

The University's third party administrator (“**TPA**”) shall provide to Contractor the medical bills and reports that have been submitted to University for hospital services, physician services, prescription drug services, and other ancillary medical services and supplies. Contractor shall audit the bills as allowed by The Texas Department of Insurance / Division of Workers’ Compensation Insurance (“**TDI**” / “**DWC**”). If University’s employee files a claim in a state other than Texas, Contractor must utilize appropriate rules and regulations for that state.

Contractor will provide the following services to University:

6.1.1 Medical Fee Audit Services

- A. Contractor's staff of professional bill auditors must be responsible for all bill audits. Data entry personnel will be used only to perform reimbursement schedule reductions.
- B. Contractor's audit staff must keep apprised of changes in TDI / DWC rules and regulations that affect bill processing and Contractor must modify internal procedures to ensure prompt compliance with all TDI / DWC rules and regulations.
- C. Contractor must assign a team of professional bill auditors and data entry personnel to process bills exclusively for University's account. Contractor must ensure that the ratio of auditors to bills reviewed daily must never be more than 1:100, and the ratio of data entry personnel to bills entered daily must never be more than 1:150.
- D. Contractor must comply at all times with all applicable Texas and federal laws, rules, and regulations, including without limitation, all laws, rules and regulations regarding the confidentiality of medical records. Contractor must not reveal information regarding the University claims verbally or in writing to any party other than approved subcontractors or TDI / DWC without the express written consent of University.
- E. University requires specific automated medical bill review and adjustment services to be conducted in conjunction with the processing of workers' compensation medical bills. Specifically, the qualified Contractor is required to provide the following services:
 1. Make arrangements for the daily transmission and for Contractor's ability to electronically receive the following types of medical bills from University's TPA, at Contractor's cost:
 - Hospital bills;
 - Pharmacy and medical supplier bills;
 - Medical bills;
 - Dental Bills.
 - Employee’s request for reimbursement of healthcare paid.
 2. Provide review and adjustment by professional bill auditors, and / or medical consultants on each type of bill noted in **Section 6.1.1.E**. Review must, at a minimum, screen for the following factors:

- Relationship of treatment to injury;
 - Code "unbundling";
 - Billing for incidental procedures;
 - Previously billed treatment (i.e., duplicate billing);
 - Usual and customary pricing;
 - Review for retrospective;
 - Treatments or services that have not been pre authorized;
 - Treatments or services rendered by an unauthorized provider.
3. Electronically transmit payment recommendation information to generate the Explanation of Benefits to the University's TPA as required by TDI / DWC rules.
 4. Submit by the 14th of each month management information reports to University summarizing certain items including, but not limited to the following items:
 - Number of bills processed since the previous report;
 - Number of line items included in the processed bills;
 - Amount charged by providers on processed bills;
 - Amount of adjustment or reduction on bills;
 - Amount of payment on processed bills;
 - Number of bills submitted for reconsideration since the previous report (that is, appealed charges);
 - Amount of payment made on charges previously denied; and
 - Ad-hoc reports as determined by University's needs.
 5. File with University any forms or reports required in conjunction with the medical bill payment process for reporting to the TDI / DWC.
 6. Serve as a liaison between University and medical service providers to resolve any problems or discrepancies resulting from the review and adjustment process.
 7. Submit to University's TPA a daily report of bill review services rendered with recommended payments to medical providers. The daily report must be itemized by claim number and submitted in an Electronic Data Processing ("EDP") format prescribed by University, so that each itemized payment may be posted to the appropriate claim record.
 8. Keep apprised of changes in TDI / DWC rules and regulations that affect medical bill processing and make necessary adjustments in operating procedures to promptly comply with these changes.
 9. Provide all medical cost management services for University out of an office or offices located in Texas.
 10. Maintain a toll-free telephone number for use by the University and medical providers between the hours of 8:00 a.m. and 6:00 p.m. CST each weekday not a state or national holiday.
 11. Receive and process electronic billing from medical providers; as approved by TDI / DWC rules and regulations.

- F. Pre-screen all bills to ensure they are properly completed in accordance with TDI / DWC directives. Contractor must return all improperly completed bills to providers within seven (7) days of the date indicated by University's TPA's date stamp.
- G. Maintain imaged copies of all hospital, physician, and pharmacy bills for the University in an organized and readily accessible format for the University.
- H. Contractor must return processed bills to the University's TPA within twenty-one (21) calendar days of Contractor receipt. Contractor may be subject to penalty by University for any bill processed beyond the twenty-one day requirement.
 - 1. In the event Contractor begins processing checks, seven (7) calendar days will be added to the allowable processing time specified in **Section 6.1.1.H**.
 - 2. University will monitor the timeliness of bill processing and will provide written notice to Contractor of all bills processed late. Contractor's repeated failure to process bills within the allowable processing time specified in this section will be a material default in its obligations under the Agreement that will result from this RFP.
- I. Contractor must send paper copies of explanation of benefits ("**EOB**") to claimants as required by TDI / DWC rules and regulations when no payment is due.
- J. When no payment is due on a bill, Contractor must mail an EOB form and annotated bill or approved alternate to the provider.
- K. Arrange and pay for the daily electronic transmission of all medical bills, EOBs, and medical reports from University's TPA to Contractor and from Contractor to University's TPA. The method of delivery selected by Contractor must not delay the timely payment of bills.
- L. Provide a toll-free telephone number for inquiries and complaints from providers and the University. Contractor must accept calls on the toll-free number during the hours of 8:00 a.m. to 6:00 p.m. Central Time each weekday except state or national holiday. Contractor must respond either verbally or in writing within five (5) working days to all inquiries or complaints from health care providers.
- M. Use a computer system to maintain an on-line claim history of all bills processed for University to prevent duplicate payments, payments for unrelated charges, unbundling of charges, charges for surgery follow-up care, and over-utilization.
- N. Accumulate all data necessary for reporting medical payments to TDI / DWC. Contractor must comply with all TDI / DWC requirements regarding submission of data.
- O. Run a quarterly audit on all Electronic Data Interchange ("**EDI**") transmission to the Division of Workers' Compensation Insurance to ensure a minimum of 98% accuracy. Results will be reported to University and may be subject to penalty by the University if minimum accuracy requirement is not met.
- P. Develop and provide to University the written materials and / or oral presentations necessary to respond effectively to inquiries from University institutions, health care

providers, and / or state regulatory agencies regarding the medical cost management program.

- Q. Contractor acknowledges that the actual number of bills to be processed during any selected time period is indefinite, and that its obligations are not subject to any minimum or maximum number of bills per week, per month, or for any other time period.

Number of processed provider bills for Fiscal Year 2016 was as following:

September 2015 – 922;
October 2015 – 863;
November 2015 – 831;
December 2015 – 944;
January 2016 – 852;
February 2016 – 885;
March 2016 – 994;
April 2016 – 1039;
May 2016 – 789;
June 2016 – 867;
July 2016 – 1001;
August 2016 – 852.

- R. Contractor must fully coordinate its bill audit services with pre-authorization services, utilization review services, case management services, and network services to achieve the highest level of savings possible for University.
- S. Provide a method for medical providers to dispute Contractor's recommended bill reimbursements at no additional charge to University. For each dispute, Contractor will make two (2) attempts to resolve the disputed issue(s). Thereafter, Contractor will advise the provider to appeal through TDI / DWC. Authorized representatives of Contractor must be available to participate (by phone or in person, as required by University) in the TDI / DWC appeals process and / or TDI / DWC hearings as a representative of University at no additional charge.

6.1.2 Pre-Authorization Services

Number of pre-authorization requests received for Fiscal Year 2016 was as following:

	Network	Non-Network
September 2015	30	13
October 2015	48	7
November 2015	47	4
December 2015	43	10
January 2016	25	3
February 2016	40	3
March 2016	45	4
April 2016	41	9
May 2016	49	3
June 2016	45	5
July 2016	49	2

- A. Contractor must designate a direct, toll-free telephone line specifically for use by providers to request pre-authorization. Contractor must accept calls on the toll-free line between the hours of 8:00 a.m. and 6:00 p.m. Central Time each weekday except national or state holiday. Contractor must provide a Fax number to allow providers to send requests for pre-authorization services by facsimile transmission.
- B. Within three (3) business days of Contractor's receipt of a complete request from the claimant's treating doctor or the treating doctor's designated representative, Contractor must notify the treating doctor by telephone or transmission of a facsimile of Contractor's decision to grant or deny pre-authorization. Within twenty-four (24) hours after notification of denial or approval, Contractor must send written approval, or, if denying pre-authorization, appropriate documentation identifying the reasons for denial, to the following persons: (1) The injured employee; (2) The injured employee's representative, if known; (3) The treating doctor, or the treating doctor's designated representative.
- C. The University and / or its TPA will monitor the timeliness of pre-authorization processing and will provide written notice to Contractor of late processed requests. If the delay is determined to be attributable to some action or inaction by Contractor, Contractor's pre-authorization fee for each request not processed within three (3) working days of receipt will be reduced each day by fifty percent (50%). Provided, however, that if Contractor has received an extension of time to respond from the requesting provider, this penalty will not apply.
- D. Contractor must maintain and make available to University, its TPA, and Network complete and accurate records to document all necessary information in accordance with workers' compensation Rule 134.600 and / or network requirements regarding the pre-authorization request and approval / denial process.
- E. Contractor must require pre-authorization for the health care treatment services and equipment with regard to all claims with dates of injury on or after 01/01/1991 as deemed by TDI / DWC Rule 134.600 and TDI / DWC Rule 137.100 and network requirements.
- F. Contractor must fully coordinate all pre-authorization activities with bill audit services, case management services, utilization review services and University's TPA and Network to achieve comprehensive managed care services and the highest level of savings possible for University.
- G. Contractor must provide a method for providers to dispute Contractor's pre-authorization decisions to University. For each dispute, Contractor will make two (2) attempts to resolve the disputed issue(s). Thereafter, Contractor must advise the provider to appeal through TDI / DWC. Contractor must be available to participate (by phone or in person) in the TDI / DWC appeals process and / or TDI / DWC hearings as a representative of University at no additional charge.
- H. Upon receipt of approval from a University supervisor, Contractor may advise the adjuster and supervisor as to voluntary certification of health care for claims pre-dating 01/01/1991 and / or for services or procedures in addition to those listed above.

Providers must not be advised by Contractor that such services or procedures require pre-authorization or pre-certification.

- I. Contractor will only accept and University will only be charged for pre-authorization requests that are complete. A complete request is one for which the treating doctor or his / her designated representative has provided sufficient medical information to substantiate the need for the treatment, service, or equipment for which pre-authorization is being sought. In accordance with TDI / DWC directives, University will reject incomplete requests.
- J. Contractor must transmit to University's TPA and Network, all information regarding pre-authorization approvals or denials electronically by way of an agreed, secure File Transfer Protocol site via the Internet in the record layout form agreed to by both Contractor and TPA.

6.1.3 Utilization Review Services

- A. Contractor shall work with the University's network to ensure that all providers in the network follow nationally recognized, scientifically valid evidence based treatment guidelines, disability guidelines and other scientifically valid treatment plans.
- B. Contractor may be responsible for recommending cases for utilization review. Each recommendation from Contractor must include the parameters of review and estimated utilization review fee. A utilization review will be performed by Contractor only after the University supervisor responsible for the claim has approved the parameters and estimated fee. The University's supervisor's approval will be required prior to services. The University agrees not to unreasonably withhold approval of cases recommended for utilization review. The University will not pay for utilization review services that exceed the scope of the approved parameters and / or estimated fees.
- C. Utilization reviews must include in-depth reviews of objective findings and treatments as documented in each claim record. In each case referred for utilization review, the review must be performed by a provider who is a peer to the provider in the case. The opinions and recommendations stated in each review must be medically reasonable and based on state-wide medical practices.
- D. Contractor will must be responsible for verifying the credentials of and ensuring the quality of the work product of all providers who perform utilization reviews on the University claims.

6.1.4 Medical Case Management Services

- A. Contractor may recommend claims for case management to achieve one or more of the following objectives:
 - 1. Returning the claimant to productive employment;
 - 2. Acquiring certification of maximum medical improvement by the claimant's treating physician and assignment of a medically reasonable impairment rating;
 - 3. Gaining or maintaining control over medical expenditures; and / or
 - 4. Bringing closure to a claim.

- B. The University reserves the right to select and work directly with independent case managers. Contractor will be given access to case management reports and the University will require the independent case manager to provide reports directly to Contractor upon request.
- C. Before field case management services are initiated for any case, Contractor or its approved subcontractor must provide University with complete resumes for all case managers who will be assigned to University claims. The University shall have the right to reject any case manager proposed for assignment to University claims if it is deemed by University to be in the best interest of University.
- D. Field case management services will be performed on a file only after approval is given by University supervisor assigned to the claim. Specific parameters and estimated fees for each case management assignment will be recommended to University by Contractor or the approved subcontractor. The University agrees not to unreasonably withhold approval of cases recommended for case management services. Parameters may be expanded and estimated fees increased beyond the initial recommendations by Contractor only upon approval of University adjuster assigned to the claim. The University will not pay for case management services that exceed the scope of approved parameters and / or exceed estimated fees.
- E. Contractor or its approved case management subcontractor must provide monthly case management progress reports to University.
- F. At a minimum, the case management progress reports must include the following information:
 - 1. Identify the case manager assigned to each individual claim;
 - 2. Provide a summary of the progress made on each individual claim;
 - 3. Provide an estimate of savings on each individual claim (income benefits, medical, or both) as a result of the case management activities;
 - 4. State the case management service charge on each individual claim; and
 - 5. State what further actions will be taken on the claim, if any.
- G. Contractor must fully coordinate its case management activities with bill audit services, pre-authorization services, utilization review services and University's TPA to achieve comprehensive managed care services and the highest level of savings possible for University.
- H. Case managers must respect the privacy of claimants and must fully comply with all state and federal privacy laws. If a claimant is represented by an attorney, the case manager must secure the attorney's permission before making contact with the employee. If a claimant or attorney refuses to cooperate with a case manager, the case manager must inform the adjuster of the refusal and must make no further efforts to communicate with the claimant or attorney, except that the case manager may send a letter to the claimant and / or attorney explaining that the case management file will be closed due to non-cooperation.
- I. Contractor must be responsible for the work product of all case managers, and Contractor must ensure the professional competence of each case manager.

Contractor must make every effort to bring about a prompt resolution to all claims referred to case management.

6.1.5 General Duties of the Parties

A. Contractor must perform the following general duties:

1. Assume responsibility for all services described in **Section 6** of this RFP, including payments of its subcontractors' fees. University will establish a method by which to review or audit Contractor's performance to determine sufficiency of performance and compliance, and may, in its discretion, establish sanctions for non-compliance in addition to those sanctions specified in the Agreement resulting from this RFP.
2. Protect confidentiality of claim information, process information, and proprietary information of University and its TPA and network.

B. The University's TPA must perform the following general duties:

1. Provide Contractor with an initial claim file built on historical claims.
2. Provide Contractor with a daily update of new claim adds and existing claim status.
3. Provide Contractor with a daily list of vendors and acceptable vendor identification numbers.
4. Provide Contractor with bills and medical reports on a daily basis that are date stamp and numbered with University's claim number.
5. Notify TDI / DWC and medical providers that Contractor has been designated as the pre-authorization Contractor for University.
6. Advise Contractor of any changes to University's data processing methods that may affect the ability of Contractor to perform services described in the preceding provisions in a timely manner so as to enable Contractor to provide uninterrupted services.

C. Contractor must provide sufficient service facilities, personnel and claims management systems to complete data entry and transmission, audit, screening procedures, pre-authorization services, and utilization review services to fulfill all its obligations under this Agreement.

D. Contractor must transmit all adjusted hospital, physician, and pharmacy bills and employee requests for reimbursement back to the University's TPA by a secure FTP site via the Internet in the record layout format as agreed by the parties, or in the Electronic Data Processing ("**EDP**") format prescribed by TDI. Contractor must transmit to University's TPA electronically all information necessary for University's TPA to completely print Contractor activity on each claim. University may require changes as it deems appropriate.

E. Regardless of the method of transmission, Contractor must be responsible for the accuracy of the transcription of data in accordance with the record layout format. University shall have the right to reject any transmission from Contractor or its

subcontractors that does not precisely conform to the format specified under this Agreement.

- F. Contractor must timely and accurately submit medical EDI records to the TDI in accordance with relevant Act and Rules (www.tdi.state.tx.us).
- G. At any time during the Contract Term and for a period of four (4) years thereafter University or a duly authorized audit representative of University, or the State of Texas, at its expense and at reasonable times, shall have the right to audit Contractor's records and books relevant to all services provided. In the event such an audit reveals any overpayments by University, Contractor must refund to University the full amount of such overpayments within thirty (30) days of such audit findings, or University, at its option, shall have the right to deduct such amounts owed to University from any payments due to Contractor. Contractor will be given a notice of at least five (5) working days in the event an audit shall be performed.
- H. Contractor must allow the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives to have access, during and for a period of not less than four (4) years after the expiration or earlier termination or cancellation of the Agreement, to (i) the Agreement and Contractor's books, documents, and records related to the Agreement; and (ii) all agreements between Contractor and its subcontractors or related organizations, including books, documents and records relating to same.
- I. The University must have the right to withhold from amounts otherwise due Contractor the amount of any administrative fines and / or penalties imposed on University by the TDI / DWC or any workers' compensation agency caused by or resulting from the acts, omissions of, or information supplied by Contractor, its employees, subcontractors, or agents in the performance of duties,
- J. Contractor must reimburse University for any overpayments made to Contractor caused by or resulting from the acts or omissions of Contractor, its employees, subcontractors, or agents. Additionally, Contractor must refund audit fee charges for treatments, services or equipment improperly recommended for payment. The term "overpayments" shall include any payments that a reasonable and prudent workers' compensation medical cost management company would not have made or recommended. University will identify overpayments and notify Contractor in writing. Contractor must respond in writing to any notice of overpayment within thirty (30) days after notice is given. If Contractor is unable to justify the payment, then University will credit the overpayment against future service fees due Contractor. University must be the final arbiter on the issue of overpayments.

6.2 Additional Questions Specific to this RFP

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

Vendor Experience and Qualifications (30%)

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

Provide the following information for each customer:

- Customer name and address;

- Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed.
2. Has Proposer worked with University in the past five (5) years? If “yes,” state University Institution name, department name, department contact, and provide a brief description of work performed. If no longer working with University, please explain why.
 3. Indicate key positions in Proposer’s firm Proposer believes will be required to perform the Services described in **Section 6.1** and describe what those positions will be responsible for.
 4. Provide a synopsis of Proposer’s qualifications and credentials to render the Services described in **Section 6.1**.
 5. Provide examples of similar to described in **Section 6.1** projects either completed or currently being performed by Proposer.

Approach to Project Services (40%)

6. Describe Proposer’s application and procedures for medical bill review and audit.
7. Explain Proposer’s procedures for the following Services: retrospective review, fee schedule reductions, network price reductions, appropriateness of codes, duplication, out-of-network treatment, relationship of treatment to injury, billing for incidental procedures, usual and customary pricing, over utilization rendered by an authorized provider.
8. Provide procedures and protocols for medical provider dispute resolution.
9. Explain the process to meet medical EDI reporting requirements of TDI / DWC, including the process to conduct a quarterly audit to report accuracy results to the University.
10. The University works closely with University’s vendor partners to ensure unity for the service delivery. Although University’s preference is to contract with one (1) vendor, University is not opposed to two (2) separate vendors if that’s what is best for the University. Indicate if Proposer has a network partner with which Proposer prefers to work.

SECTION 7

WORKER'S COMPENSATION HEALTH CARE NETWORK SERVICES

7.1 Scope of Work

Contractor must provide the following services to University for Workers' Compensation Health Care Network:

7.1.1 Provider Medical Health Care Network ("Network")

The Network services to be provided by Contractor must include the following:

- A. Provide a list of all participating providers. The list must include names, addresses, phone numbers and tax identification numbers.
- B. Provide a list of all participating hospitals. The list should include names, addresses, phone numbers and tax identification numbers.
- C. Provide a public website which includes participating providers and hospitals. This should include names, addresses, and phone numbers.
- D. Provide reimbursement schedules for the provision of medical care for all participating providers and hospitals within the network.
- E. Affirm provider credentials to ensure network quality.
- F. Provide access plans for health care.
- G. Provide updated provider listing directories on a quarterly basis.

7.1.2 Utilization Review

- A. Ensure that all providers in the network follow nationally recognized, scientifically valid evidence based treatment guidelines, disability guidelines and other scientifically valid treatment plans.
- B. Recommend cases for utilization review. Each recommendation from Contractor must include the parameters of review and estimated utilization review fee. A utilization review will be performed by Contractor only after University adjuster / supervisor responsible for the claim have approved the parameters and estimated fee. University will not pay for utilization review services that exceed the scope of the approved parameters and / or estimated fees.
- C. Verify the credentials of and ensure the quality of the work product of all providers who perform utilization reviews on University claims.

7.1.3 Telephonic Medical Case Management / Return to Work Services

- A. As part of the network functions, Contractor must provide telephonic case management to achieve one or more of the following objectives:
 - 1. Returning the claimant to productive employment;

2. Acquiring certification of maximum medical improvement by the claimant's treating physician and assignment of a medically reasonable impairment rating;
 3. Gaining or maintaining control over medical expenditures; and / or
 4. Bringing closure to a claim.
- B. Before telephonic case managers are assigned to University's account, Contractor must provide University with complete resumes for all case managers who are proposed to be assigned to University claims. University shall have the right to reject any case manager proposed for assignment to University claims if it is deemed by University to be in the best interest of University.
- C. Contractor must attempt to obtain and make available to University and TPA complete and accurate medical records in order to gain and / or maintain control over medical expenditures and bring closure to a claim.
- D. Contractor and Contractor telephonic case managers must make themselves available in person or by phone for claim discussions, reviews, or roundtables with University or TPA, as needed to meet objectives as outlined by University.
- E. Contractor must fully coordinate its telephonic case management activities with bill audit services, pre-authorization services, utilization review services, University's TPA, and with medical providers to achieve comprehensive managed care services and the highest level of savings possible for University. When necessary, telephonic case managers must communicate the mechanism of injury to medical providers to assist in defining the compensable injury.
- F. Telephonic case managers must respect the privacy of claimants and must fully comply with all state and federal privacy laws. If a claimant is represented by an attorney, the case manager must secure the attorney's permission before making contact with the employee. If a claimant or attorney refuses to cooperate with a case manager, the case manager must inform the adjuster of the refusal and must make no further efforts to communicate with the claimant or attorney, except that the case manager may send a letter to the claimant and / or attorney explaining that the case management file will be closed due to non-cooperation.
- G. Contractor must be responsible for the work product of all telephonic case managers, and Contractor must ensure the professional competence of each telephonic case manager. Contractor must make every effort to resolve all claims referred to case management.

7.1.4 Pre-Authorization Services

Contractor will provide to University, its TPA, and cost containment company a list of the pre-authorization requirements as mutually agreed upon by University and Contractor for rendering medical care.

Pre-authorization determinations by Contractor will be shared with Universities TPA and Cost Containment company if separate than Contractor.

7.1.5 Quality Assurance

Contractor must submit to University an annual report that objectively monitors and evaluates the quality and appropriateness of care and services as mandated Texas Insurance Code 1305.303 and Workers' Compensation Health Care Network Rule 10.81.

- A. Contractor must have a quality improvement program and committee.
- B. Contractor must have complaint and dispute resolution processes for employees, providers, and other complainants.
- C. Contractor must provide University with notice of network requirement packages for employees and employers to be delivered by University at time of implementation of network and as deemed necessary by University.
- D. Contractor must provide University employee acknowledgement letters, informational posters / flyers and additional education notices about the network as deemed necessary by University.

7.1.6 Regulatory Compliance

Contractor must maintain certification as required by the Act and perform all services in compliance with all applicable laws including rules implemented pursuant to the Texas Workers' Compensation Health Care Network Act and the Texas Workers' Compensation Act.

7.1.7 Network Management

- A. Contractor must designate a single point of contact for University accountable for the day-to-day administration of the network.
- B. Contractor must have appropriate personnel reasonably available through a toll- free telephone service at least forty (40) hours per week during normal business hours in both time zones (Central Time and Mountain Time) in Texas.
- C. Contractor must provide to University a contingency plan, in the event of termination of the contract or a failure to perform, reassume one or more functions of the network under the agreement, including functions related to:
 - 1. Payments to providers and to notification to employees;
 - 2. Quality of care;
 - 3. Utilization review;
 - 4. Retrospective review; and
 - 5. Continuity of care, including a plan for identifying and transitioning employees to new providers.
- D. Contractor must inform an injured employee if his / her physician is terminated from the network within twenty-four (24) hours.
- E. Contractor must designate for University a medical director who is:

1. An occupational medicine specialist;
 2. Licensed to practice medicine in the United States;
 3. Actively involved in all quality improvement activities; and
 4. Is compliant with the network credentialing requirements.
- F. Contractor must provide to University or submit for University data necessary to comply with reporting requirements of TDI in a format prescribed by University.
- G. Contractor must provide to University quarterly report cards on the following:
1. Employee access to care;
 2. Return-to-work outcomes;
 3. Health-related outcomes;
 4. Employee satisfaction with care;
 5. Health care costs; and
 6. Utilization of health care.
- H. Contractor must provide monthly financial reports by the 14th of each month that demonstrate costs and savings.

7.1.8 Electronic Billing / Digital Imaging Capabilities

Contractor must cooperate with TPA and cost containment company to provide to University the following services:

- A. Contractor must provide the mechanisms for the electronic submission and processing of medical bills by health care providers in accordance with Network contracts.
- B. Contractor must have the capabilities to provide an integrated digital imaging system.

7.1.9 General Duties of the Parties

- A. Contractor must perform the following general duties:
 1. Assume responsibility for all services described in **Section 7.1** of this RFP, including payments of its subcontractors' fees. University will establish a method by which to review or audit Contractor's performance to determine sufficiency of performance and compliance, and may, in its discretion, establish sanctions for non-compliance.
 2. Protect confidentiality of claim information, process information, and proprietary information of University, its TPA, and cost containment company.
- B. University's TPA will use reasonable efforts to perform the following:
 1. Provide Contractor with an initial claim file built on historical claims.
 2. Provide Contractor with a daily update of new claim adds and existing claim status.
 3. Provide Contractor with a daily list of vendors and acceptable vendor identification numbers.

4. Provide Contractor with bills and medical reports on a daily basis that are stamped with the University's date stamp.
5. Advise Contractor of any changes to University's data processing methods that may affect the ability of Contractor to perform services described in the preceding provisions of this Agreement in a timely manner so as to enable Contractor to provide uninterrupted services.
6. Contractor must provide sufficient service facilities, personnel and claims processing systems to complete data entry, audit, screening procedures, pre-authorization services, and utilization review services to fulfill all its obligations.
7. Contractor must transmit all adjusted hospital, physician, and pharmacy bill information back to the University's TPA and cost containment company in the prescribed record layout format. Contractor must transmit to University's TPA electronically all information necessary for University to completely print Contractor activity on each claim. The University may require changes as it deems appropriate.
8. Regardless of the method of transmission, Contractor must be responsible for the accuracy of the transcription of data in accordance with the record layout format. University must have the right to reject any transmission from Contractor or its subcontractors that does not precisely conform to the specified format requested from TPA.
9. At any time and for a period of four (4) years after the expiration of the agreement that will result from this RFP, University or a duly authorized audit representative of University, or the State of Texas, at its expense and at reasonable times, shall have the right to audit Contractor's records and books relevant to all services provided under this RFP. In the event such an audit reveals any overpayments by University, Contractor shall refund to University the full amount of such overpayments within thirty (30) days of such audit findings, or University, at its option, shall have the right to deduct such amounts owed to University from any payments due Contractor. Contractor will be given a notice of at least five (5) working days in the event an audit shall be performed under **Section 7.1** of this RFP.
10. Contractor shall allow the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives to have access, during and for a period of not less than four (4) years after the expiration or earlier termination or cancellation of the agreement that will result from this RFP, to (1) the agreement and Contractor's books, documents, and records related to the agreement; and (2) all agreements between Contractor and its subcontractors or related organizations, including books, documents and records relating to same.
11. University must have the right to withhold from amounts otherwise due Contractor under the agreement that will result from this RFP the amount of any administrative fines and / or penalties imposed on the University by the TDI / DWC or any workers' compensation agency caused by or resulting from the acts, omissions of, or

information supplied by Contractor, its employees, subcontractors, or agents in the performance of duties related to this agreement that will result from this RFP.

12. Contractor must reimburse University for any overpayments made to Contractor caused by or resulting from the acts or omissions of Contractor, its employees, subcontractors, or agents. Additionally, Contractor must refund audit fee charges for treatments, services or equipment improperly recommended for payment. The term "overpayments" shall include any payments that a reasonable and prudent workers' compensation medical cost management company would not have made or recommended. University will identify overpayments and notify Contractor in writing. Contractor must respond in writing to any notice of overpayment within thirty (30) days after notice is given. If Contractor is unable to justify the payment, then University will credit the overpayment against future service fees due Contractor. University will be the final arbiter on the issue of overpayments.

7.2 Additional Questions Specific to this RFP

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

Vendor Experience and Qualifications (20%)

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

Provide the following information for each customer:

- Customer name and address;
 - Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed.
2. Has Proposer worked with University institutions in the past five (5) years? If "yes," state University Institution name, department name, department contact, and provide a brief description of work performed. If no longer working with University, please explain why.
 3. Indicate key positions in Proposer's firm Proposer believes will be required to perform the Services described in **Section 7.1** and describe what those positions will be responsible for.
 4. Provide a synopsis of Proposer's qualifications and credentials to render the Services described in **Section 7.1**.
 5. Provide Proposer's Medical Director's name, curriculum vitae and describe the role within the network.
 6. Provide a copy of existing network certification by TDI or the ability to obtain the required certification prior to the commencement of the required services set forth in this RFP.
 7. Provide summary of occupational health expertise availability in existing or proposed network.

8. Provide a description of performance history relating to quality and cost-effectiveness of care provided through the workers' compensation network.
9. Submit report card results from the Texas Department of Insurance.

Approach to Project Services (50%)

10. Provide list of all participating providers and hospitals along with a map of the network's service areas.
11. Provide and describe which nationally recognized and scientifically-valid evidence based treatment guidelines, disability management guidelines and other scientifically valid treatment plans are in use by the network.
12. Provide Proposer's health care provider complaint, discipline and termination process.
13. Provide reimbursement schedules for billing on all participating providers and hospitals.
14. Provide procedures for medical provider development plans
15. Provide procedures and protocols to ensure return-to-work and treatment guidelines are in use.
16. Provide sample procedures and protocols for prospective, concurrent and peer review.
17. Describe the reconsideration process.
18. Provide sample procedures and protocols for out-of-network treatment.
19. Provide sample procedures and protocols for review of treatment outside of treatment guidelines.
20. Describe Proposer's Telephonic Case Management Program.
21. Describe Proposer's procedure for Return to Work Coordination.
22. Describe Proposer's treatment plan monitoring / care coordinator.
23. List Network Preauthorization Requirement.
24. Provide the procedures, protocols and guidelines for the Quality Improvement Committee.
25. Submit the quality improvement action peer review procedure for providers.
26. Submit complaint resolution procedures and protocols for employees, providers, and other complainants.
27. Provide procedures and protocols for medical provider dispute resolution.
28. The University works closely with University's vendor partners to ensure unity for the service delivery. Although University's preference is to contract with one (1) vendor, University is not opposed to two (2) separate vendors if that's what is best for the University. Indicate if Proposer has a network partner with which Proposer prefers to work.

SECTION 8

PRICING AND DELIVERY SCHEDULE FOR SECTIONS 6 AND 7 (30%)

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

RFP No.: 720-1705 Cost Containment Services & Workers' Compensation Health Care Network Services

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the required pursuant to the above-referenced Request for Proposal upon the terms quoted (firm fixed price) below. Using the rates provided by Proposer below, contracts will be awarded on a Fixed Rate or Not to Exceed Amount basis. The University will not accept proposals which include assumptions or exceptions to the work identified in this RFP. The fees provided in **Sections 8.2, 8.3, 8.4** should be all inclusive.

8.1 Types of Services Offered by Proposer

Proposer shall place an "X" on the appropriate line below to indicate which Services Proposer is proposing to provide:

- _____ Cost Containment Services (ref. **Section 6.1**) ONLY (complete **Section 8.2** below ONLY)
- _____ Workers' Compensation Health Care Network Services (ref. **Section 7.1**) ONLY (complete **Section 8.3** below ONLY)
- _____ BOTH Cost Containment Services & Workers' Compensation Health Care Network Services (**Sections 6.1 & 7.1**) (complete **Section 8.4** below ONLY)

8.2 Pricing and Delivery for Cost Containment Services ONLY

- 1. Price per bill for bill review services \$ _____ / per one (1) bill review
- 2. Price for pre-authorization services \$ _____ / per one (1) pre-authorization
- 3. Price for utilization review \$ _____ / per one (1) review
- 4. If applicable, provide price for any other Services, not mentioned above:

8.3 Pricing and Delivery for Workers' Compensation Health Care Network Services ONLY

Provide price per claim \$ _____ / claim

No payment is due for any claim without bills, outside of service area, or denied within fifteen (15) days.

A price per claim includes:

- A. Network Access;
- B. Credential / Contract;
- C. Complaints / Nominations / Appeals;
- D. TDI compliance (Data Call);
- E. Quality improvement programs;
- F. Educational sessions / programs;
- G. Oversight of medical evidence based guidelines;
- H. Oversight of website / directories and management;
- I. Management reports / Account Manager;
- J. Customer Service Representative and Telephonic Case Manager;
- K. Summary of treatment and disability guidelines as applicable to claim;
- L. Network prior-notification for services not needing preauthorization;
- M. Scanning and Imaging.

8.4 Pricing and Delivery for BOTH Cost Containment and Workers' Compensation Health Care Network Services

1. Price per claim \$ _____ / per claim

No payment is due for any claim without bills, outside of service area, or denied within fifteen (15) days.

A price per claim includes:

- A. Network Access;
- B. Credential / Contract;
- C. Complaints / Nominations / Appeals;
- D. TDI compliance (Data Call);
- E. Quality improvement programs;
- F. Educational sessions / programs;
- G. Oversight of medical evidence based guidelines;
- H. Oversight of website / directories and management;
- I. Management reports / Account Manager;
- J. Customer Service Representative and Telephonic Case Manager;
- K. Summary of treatment and disability guidelines as applicable to claim;
- L. Network prior-notification for services not needing preauthorization;
- M. Medical bill review (all bills-medical / pharmacy / hospital including reconsiderations, duplicates, and zero pay EOBs, mailing to claimant and provider);
- N. E-Billing;
- O. Scanning and Imaging.

- 2. Preauthorization Services Fee \$ _____ / request
- 3. If applicable, provide price for any other Services, not mentioned above:

8.5 Delivery Schedule of Events and Time Periods

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

_____ Calendar Days

8.6 Payment Terms

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

University will be entitled to withhold _____ percent (____%) of the total payment due under the Agreement until after University’s acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____% _____ days / net 30 days.

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

**APPENDIX ONE
PROPOSAL REQUIREMENTS**

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SECTION 1

GENERAL INFORMATION

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

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

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

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

1.3 Public Information

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

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

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

1.4 Type of Agreement

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

1.5 Proposal Evaluation Process

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

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

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

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

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

1.6 Proposer's Acceptance of RFP Terms

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] Criteria for Selection (ref. **2.3** of this RFP), [c] Specifications and Additional Questions (ref. **Sections 6, 7 & 8** of this RFP), [d] terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

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

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Sections 6 & 7** of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N / A (Not Applicable) or N / R (No Response), as appropriate. Proposer should explain the reason when responding N / A or N / R.

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 8** of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

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

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

1.9.4 Proposer's General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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

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

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

SECTION 2

EXECUTION OF OFFER

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

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
 - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.
 - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTling ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.11 Pursuant to Sections [2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
 - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
- 2.2 No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [Section 15.01, et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

- 2.6 Child Support Certification.** Under [Section 231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of University, on the other hand, other than the relationships which have been previously disclosed to University in writing.
 - Proposer has not been an employee of any member institution of University within the immediate twelve (12) months prior to the Submittal Deadline.
 - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [Section 669.003, Government Code](#)).
 - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [Section 361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, Section 361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Proposer has disclosed any personnel who are related to any current or former employees of University.
 - Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.
- 2.13 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: _____

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

RFP No.: 720-1705 Cost Containment Services & Workers' Compensation Health Care Network Services

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

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name / Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

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

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

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

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

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

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

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

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

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

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

3.2 Approach to Project Services

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Sections 6.1 & 7.1** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
- 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

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

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

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

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

Ref.: Cost Containment Services & Workers' Compensation Health Care Network Services

RFP No.: 720-1705

Ladies and Gentlemen:

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

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

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO
AGREEMENT
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX THREE
HUB SUBCONTRACTING PLAN
(INCLUDED AS SEPARATE ATTACHMENT)

APPENDIX FOUR

ACCESS BY INDIVIDUALS WITH DISABILITIES

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

APPENDIX FIVE

ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

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

Basic Specifications

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

Security

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

Integration

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

Accessibility Information

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

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

¹ Electronic and information resources are defined in [Section 2054.451, Government Code](#) and [1 TAC Section 213.1 \(6\)](#).

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

APPENDIX SIX

SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES

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

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

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

General Protection of University Records

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

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

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

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

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

Access Control

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

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

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

Use of Data

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

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

Data Transmission

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

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

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

Notification of Security Incidents

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

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

Compliance with Applicable Legal & Regulatory Requirements

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

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

APPENDIX SEVEN

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

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. Contractor must use the Texas Ethics Commission electronic filing web page (at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Contractor to University with the signed Agreement.**

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

AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This Agreement between University and Contractor (**Agreement**) is made and entered into effective as of _____, 2017 (**Effective Date**), by and between **The University of Texas System**, an agency and institution of higher education established under the laws of the State of Texas (**University**), and _____, a _____ (**Contractor**), Federal Tax Identification Number _____.

University and Contractor hereby agree as follows:

1. **Scope of Work.**

- 1.1 Contractor will perform the scope of the work (**Work**) in **Exhibit A**, Scope of Work, to the satisfaction of University. Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.
- 1.2 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local, laws, statutes, regulations and ordinances (collectively, **Applicable Laws**), for the performance of Work.
- 1.3 Upon execution of this Agreement, all services previously performed by Contractor on behalf of University and included in the description of Work, will become a part of Work and will be subject to the terms and conditions of this Agreement.

2. **The Project.**

The Work will be provided in connection with The University of Texas System Worker's Compensation Program and all other related, necessary and appropriate services (**Project**).

3. **Time for Commencement and Completion.**

The term (**Initial Term**) of this Agreement will begin on the Effective Date and expire on _____, 20____. University will have the option to renew this Agreement for _____ (____) additional _____ (____) year terms (each a **Renewal Term**). The Initial Term and each Renewal Term are collectively referred to as the **Term**.

4. **Contractor's Obligations.**

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

will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.

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

subcontractors to become aware of, fully informed about, and in full compliance with all applicable University Rules, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

- 4.12 Contractor will remain solely responsible for the performance of all Work under this Agreement. Contractor may subcontract support services as described in **Exhibit — A** and **Exhibit — C**. During the term of this Agreement, if Contractor determines a need for a subcontractor change, including a substitution or a new subcontractor, the University will be notified in writing by Contractor at least fifteen (15) days prior to any proposed change. Contractor is required to provide references and work history of any proposed subcontractor to the University. If Contractor uses subcontractors, Contractor will obtain advance written authorization from the University which will not be unreasonably withheld. Any change in subcontractors will be made in accordance with **Section — 12.27** of this Agreement and all applicable HUB subcontracting requirements.

5. **The Contract Amount.**

- 5.1 So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing, University will pay Contractor for the performance of Work in accordance with **Exhibit B**, Payment for Services.
- 5.2 The Contract Amount includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement.
- 5.3 University (a State agency) is exempt from Texas Sales & Use Tax on Work in accordance with [§151.309, Texas Tax Code](#) and [34 Texas Administrative Code \(TAC\) §3.322](#). Pursuant to 34 TAC §§3.322(c)(4) and (g)(3), this Agreement is sufficient proof of University's tax exempt status and University is not required to provide further evidence of its exempt status.
- 5.4 This Agreement is not valid or effective for amounts in excess of \$1,000,000 without the approval of The University of Texas System Board of Regents and Contractor's appropriate completion and submission of Texas Ethics Commission Form 1295.

6. **Payment Terms.**

- 6.1 At least ten (10) days before the end of each month during the Term, Contractor will submit to University an invoice covering Work performed for University to that date, in compliance with **Exhibit B**, Payment for Services. Each invoice will be accompanied by documentation that University may reasonably request to support the invoice amount. University will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If University approves the amount or any portion of the amount, University will promptly pay (each a **Progress Payment**) to Contractor the amount approved so long as Contractor is not in default under this Agreement. If University disapproves any invoice amount, University will give Contractor specific reasons for its disapproval in writing.
- 6.2 Within ten (10) days after final completion and acceptance of Work by University or as soon thereafter as possible, Contractor will submit a final invoice (**Final Invoice**) setting forth all amounts due and remaining unpaid to Contractor. Upon approval of the Final Invoice by University, University will pay (**Final Payment**) to Contractor the amount due under the Final Invoice.

- 6.3 Notwithstanding any provision of this Agreement to the contrary, University will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if Contractor is in default under this Agreement.
- 6.4 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount in **Exhibit B**, Payment for Services.
- 6.5 No payment made by University will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.
- 6.6 The acceptance of Final Payment by Contractor will constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice for payment.
- 6.7 University will have the right to verify the details in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.
- 6.8 [Section 51.012, Texas Education Code](#), authorizes University to make payments through electronic funds transfer methods. Contractor agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Contractor agrees to provide Contractor's banking information to University in writing on Contractor letterhead signed by an authorized representative of Contractor. Prior to the first payment, University will confirm Contractor's banking information. Changes to Contractor's bank information must be communicated to University in accordance with **Section 12.14** in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Contractor.
- 6.9 ~~Option (Include if University is entitled to a prompt payment discount.)~~ Notwithstanding any other provision of this Agreement, University is entitled to a discount of ~~2%~~ **2%** (**Prompt Payment Discount**) off of each payment that University submits within ~~10~~ **10** days after University's receipt of Contractor's invoice for that payment.
- 6.10 This Agreement is not valid for amounts over \$1,000,000 without the approval of The University of Texas System Board of Regents.

7. **Ownership and Use of Work Material.**

- 7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with Work (collectively, **Work Material**), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- 7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to Work Material.
- 7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use Work Material for the completion of Work or otherwise. University may, at all times, retain the originals of Work Material. Work Material will

not be used by any person other than University on other projects unless expressly authorized by University in writing.

7.4 Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

7.5 All title and interest in Work Material will vest in University and will be deemed to be work made for hire and made in the course of Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

8. Default and Termination

8.1 In the event of a material failure by a party to this Agreement to perform in accordance with its terms (**default**), the other party may terminate this Agreement upon fifteen (15) days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day (15-day) period.

8.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice, that could have been avoided or mitigated by Contractor.

8.3 Termination under **Sections 8.1** or **8.2** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

- 8.4 If Contractor fails to cure any default within fifteen (15) days after receiving written notice of the default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement, any and all reasonable expenses incurred in connection with University's curative actions.

9. **Indemnification**

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

10. **Relationship of the Parties**

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

11. **Insurance**

- 11.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the [Texas Insurance Code](#), having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:
- 11.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

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

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

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

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

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

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

11.1.4 Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000. The Umbrella/Excess Liability policy will be excess over and at least as broad as the underlying coverage as required under **Sections 11.1.1** Employer's Liability; **11.1.2** Commercial General Liability; and **11.1.3** Business Auto Liability. Inception and expiration dates will be the same as the underlying policies. Drop down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

11.1.5 Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an *Extended Reporting Period Endorsement*, effective twenty-four (24) months after the expiration or cancellation of the policy. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

11.1.6 Directors' and Officers' Liability Insurance with limits of not less than \$1,000,000 per claim. The coverage will be continuous for the duration of this Agreement and for not less than twenty-four (24) months following the expiration or termination of this Agreement.

11.2 Contractor will deliver to University:

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

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

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

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

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

Name:
Address:
Facsimile Number:
Email Address:

11.3 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by University in writing.

11.3.1 Professional Liability Insurance coverage written on a claims-made basis requires Contractor to purchase an *Extended Reporting Period Endorsement*, effective for twenty-four (24) months after the expiration or cancellation of the policy.

11.3.2 Directors and Officers Liability Insurance coverage written on a claims-made basis requires Contractor to purchase an *Extended Reporting Period Endorsement*, effective for twenty-four (24) months after the expiration or cancellation of the policy.

12. Miscellaneous.

12.1 **Assignment and Subcontracting.** Except as specifically provided in **Exhibit C**, Historically Underutilized Business Subcontracting Plan, Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §§20.285\(g\)\(5\), 20.585 and 20.58634 TAC §§20.101 — 20.108](#). The benefits and burdens of this Agreement are assignable by University.

12.2 **Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Contractor certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12.3 **Tax Certification.** If Contractor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Contractor certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Contractor is exempt from the payment of those taxes, or Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

12.4 **Payment of Debt or Delinquency to the State.** Pursuant to [§§2107.008 and 2252.903, Texas Government Code](#), Contractor agrees any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

12.5 **Loss of Funding.** Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by the Board of Regents of The University of Texas System (**Board**). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.

12.6 **Entire Agreement; Modifications.** This Agreement (including all exhibits, schedules, supplements and other attachments (collectively, **Exhibits**)) supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire Agreement and understanding between the parties with respect to its subject matter. This Agreement and each of its provisions will be binding upon the parties, and may not be

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

- 12.7 **Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (**force majeure occurrence**). Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide during the occurrence.
- 12.8 **Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- 12.9 **Venue; Governing Law.** Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions and all of the rights and obligations of its parties, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.
- 12.10 **Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
- 12.11 **Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, **University Records**). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security Standards that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with University Rules regarding access to and use of University's computer systems, including UTS165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.
- 12.11.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
- 12.11.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1)

returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.

- 12.11.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this **Section 12.11**.
- 12.11.4 **Press Releases.** Except when defined as part of Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.
- 12.11.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act (TPIA)*, [Chapter 552, Texas Government Code](#). In accordance with §§[552.002](#) and [252.907](#), *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.
- 12.11.6 **Termination.** In addition to any other termination rights in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations in this Section, University may immediately terminate this Agreement without notice or opportunity to cure.
- 12.11.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- 12.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 12.13 **Records.** Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final Payment or abandonment of the Project, unless University otherwise instructs Contractor in writing.
- 12.14 **Notices.** Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications required or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) or email (to the extent an email address is provided below), when received:

If to University: The University of Texas System
Workers' Compensation Insurance Program
220 West Seventh Street
Austin, Texas 78701
Attention: _____ Brent Holman

with copy to: _____

Fax: _____
Email: _____
Attention: _____

If to Contractor:
Injury Management Organization, Inc.
4100 Midway, Suite 1145
Carrollton, Texas 75007
Attention: Ms. Catherine Benavides _____

Fax: _____
Email: _____
Attention: _____

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

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

The University of Texas System
Workers' Compensation Insurance Program
220 West Seventh Street

Austin, Texas 78701
Attention: Brent Holman

Fax: _____
Email: _____
Attention: _____

with copy to: _____

Fax: _____
Email: _____
Attention: _____

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

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

by written notice to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

- 12.19.1.2 If the parties are unable to resolve their disputes under **Section 12.19.1.1**, the contested case process provided in [subchapter C](#) of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.
- 12.19.1.3 Compliance with the contested case process provided in [subchapter C](#) of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under [Chapter 107, Texas Civil Practices and Remedies Code](#). The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.
- 12.19.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to [Chapter 2260](#), as currently effective, thereafter enacted or subsequently amended.
- 12.19.3 University and Contractor agree that any periods provided in this Agreement for notice and cure of defaults are not waived.
- 12.20 **Undocumented Workers.** The *Immigration and Nationality Act* ([8 USC §1324a](#)) (**Immigration Act**) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the [Form I-9 Employment Eligibility Verification Form \(I-9 Form\)](#) as the document to be used for employment eligibility verification ([8 CFR §274a](#)). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement in accordance with **Section 8**. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

12.21 **Limitations.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (**LIMITATIONS**) ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

12.22 **Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy at <http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside->, University's Standards of Conduct Guide at <http://www.utsystem.edu/sites/utsfiles/documents/policies-rules/ut-system-administration-standards-conduct-guide/ut-system-administration-standards-conduct-guide.pdf>, and applicable state ethics laws and rules at <http://utsystem.edu/offices/general-counsel/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Further, Contractor agrees to comply with [§2252.908, Texas Government Code \(Disclosure of Interested Parties Statute\)](#), and [1 TAC §§46.1 through 46.5 \(Disclosure of Interested Parties Regulations\)](#), as implemented by the Texas Ethics Commission (TEC), including, among other things, providing the TEC and University with information required on the form promulgated by TEC. Proposers may learn more about these disclosure requirements, including the use of TEC's electronic filing system, by reviewing the information on TEC's website at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

12.23 **INTENTIONALLY OMITTED**

12.24 **Enforcement.** Contractor agrees and acknowledges that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to performing Work. Contractor's services provide a peculiar value to University. University cannot be reasonably or adequately compensated in damages for the loss of Contractor's services. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions of this Agreement will cause University irreparable injury and damage. Contractor, therefore, expressly agrees that University will be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

12.25 **Access by Individuals with Disabilities.** Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements in [1 TAC Chapter 213](#) and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Contractor becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR

Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement.

Commented [VD1]: Not sure this section will be needed - still debating with Marg

12.26 INTENTIONALLY OMITTED

12.27 **Historically Underutilized Business Subcontracting Plan.** Contractor agrees to use good faith efforts to subcontract Work in accordance with the Historically Underutilized Business Subcontracting Plan (**HSP**) (ref. **Exhibit C**). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, **TPSS**). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with [34 TAC §§20.285\(g\)\(5\), 20.585 and 20.58634 TAC §§20.101 through 20.108](#). University may also revoke this Agreement for breach and make a claim against Contractor.

12.27.1 **Changes to the HSP.** If at any time during the Term, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with [34 TAC §20.28534 TAC §20.14](#); (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with **Section 12.6** to replace the HSP with the revised subcontracting plan.

12.27.2 **Expansion of Work.** If University expands the scope of Work through a change order or any other amendment, University will determine if the additional Work contains probable subcontracting opportunities *not* identified in the initial solicitation for Work. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of [34 TAC §20.28534 TAC §20.14](#) before (a) this Agreement may be amended to include the additional Work; or (b) Contractor may perform the additional Work. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with [34 TAC §20.28534 TAC §20.14](#), Contractor will be deemed to be in breach of this Agreement under **Section 8** and will be subject to any remedial actions provided by Applicable Laws, including [Chapter 2161, Texas Government Code](#), and [34 TAC §20.28534 TAC §20.14](#). University may report nonperformance under this Agreement to the TPSS in accordance with [34 TAC §§20.285\(g\)\(5\), 20.585 and 20.58634 TAC §§20.101 through 20.108](#).

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

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

12.37 **EIR Environment Specifications.** Exhibit D, Environment Specifications, establishes specifications, representations, warranties and agreements related to the environment specifications of EIR that Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements in Exhibit D, Environment Specifications, are binding on Contractor. Contractor agrees to perform Work in compliance with Exhibit D, Environment Specifications.

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12.38 **Security Characteristics and Functionality of Proposer's Information Resources.** Exhibit E, Security Characteristics and Functionality of Proposer's Information Resources, establishes specifications, representations, warranties and agreements related to the products and services Contractor is providing to University under this Agreement. The specifications, representations, warranties and agreements in Exhibit E, Security Characteristics and Functionality of Proposer's Information Resources, are binding on Contractor. Contractor agrees to perform Work in compliance with Exhibit E, Security Characteristics and Functionality of Proposer's Information Resources.

Commented [VD2]: Same comment as previous

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

UNIVERSITY:

**THE UNIVERSITY OF TEXAS SYSTEM
ADMINISTRATION**

CONTRACTOR:

Injury Management Organization

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attach:

EXHIBIT A – Scope of Work

EXHIBIT B – Payment for Services

EXHIBIT C – HUB Subcontracting Plan

EXHIBIT D – Environment Specifications

EXHIBIT E – Security Characteristics and Functionality of Contractor’s Information Resources

EXHIBIT A

SCOPE OF WORK

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

The University's third party administrator ("TPA") shall provide to Contractor the medical bills and reports that have been submitted to University for hospital services, physician services, prescription drug services, and other ancillary medical services and supplies. Contractor shall audit the bills as allowed by The Texas Department of Insurance / Division of Workers' Compensation Insurance ("TDI" / "DWC"). If University's employee files a claim in a state other than Texas, Contractor must utilize appropriate rules and regulations for that state.

Contractor will provide the following services to University:

6.1.1 Medical Fee Audit Services

- A. Contractor's staff of professional bill auditors must be responsible for all bill audits. Data entry personnel will be used only to perform reimbursement schedule reductions.
- B. Contractor's audit staff must keep apprised of changes in TDI / DWC rules and regulations that affect bill processing and Contractor must modify internal procedures to ensure prompt compliance with all TDI / DWC rules and regulations.
- C. Contractor must assign a team of professional bill auditors and data entry personnel to process bills exclusively for University's account. Contractor must ensure that the ratio of auditors to bills reviewed daily must never be more than 1:100, and the ratio of data entry personnel to bills entered daily must never be more than 1:150.
- D. Contractor must comply at all times with all applicable Texas and federal laws, rules, and regulations, including without limitation, all laws, rules and regulations regarding the confidentiality of medical records. Contractor must not reveal information regarding the University claims verbally or in writing to any party other than approved subcontractors or TDI / DWC without the express written consent of University.
- E. University requires specific automated medical bill review and adjustment services to be conducted in conjunction with the processing of workers' compensation medical bills. Specifically, the qualified Contractor is required to provide the following services:

1. Make arrangements for the daily transmission and for Contractor's ability to electronically receive the following types of medical bills from University's TPA, at Contractor's cost:
 - Hospital bills;
 - Pharmacy and medical supplier bills;
 - Medical bills;
 - Dental Bills.
 - Employee's request for reimbursement of healthcare paid.
2. Provide review and adjustment by professional bill auditors, and / or medical consultants on each type of bill noted in **Section 6.1.1.E**. Review must, at a minimum, screen for the following factors:
 - Relationship of treatment to injury;
 - Code "unbundling";
 - Billing for incidental procedures;
 - Previously billed treatment (i.e., duplicate billing);
 - Usual and customary pricing;
 - Review for retrospective;
 - Treatments or services that have not been pre authorized;
 - Treatments or services rendered by an unauthorized provider.
3. Electronically transmit payment recommendation information to generate the Explanation of Benefits to the University's TPA as required by TDI / DWC rules.
4. Submit by the 14th of each month management information reports to University summarizing certain items including, but not limited to the following _____ items:
 - Number of bills processed since the previous report;
 - Number of line items included in the processed bills;
 - Amount charged by providers on processed bills;
 - Amount of adjustment or reduction on bills;
 - Amount of payment on processed bills;
 - Number of bills submitted for reconsideration since the previous report (that is, appealed charges);
 - Amount of payment made on charges previously denied; and
 - Ad-hoc reports as determined by University's needs.
5. File with University any forms or reports required in conjunction with the medical bill payment process for reporting to the TDI / DWC.

6. Serve as a liaison between University and medical service providers to resolve any problems or discrepancies resulting from the review and adjustment process.
 7. Submit to University's TPA a daily report of bill review services rendered with recommended payments to medical providers. The daily report must be itemized by claim number and submitted in an Electronic Data Processing ("EDP") format prescribed by University, so that each itemized payment may be posted to the appropriate claim record.
 8. Keep apprised of changes in TDI / DWC rules and regulations that affect medical bill processing and make necessary adjustments in operating procedures to promptly comply with these changes.
 9. Provide all medical cost management services for University out of an office or offices located in Texas.
 10. Maintain a toll-free telephone number for use by the University and medical providers between the hours of 8:00 a.m. and 6:00 p.m. CST each weekday not a state or national holiday.
 11. Receive and process electronic billing from medical providers; as approved by TDI / DWC rules and regulations.
- F. Pre-screen all bills to ensure they are properly completed in accordance with TDI / DWC directives. Contractor must return all improperly completed bills to providers within seven (7) days of the date indicated by University's TPA's date stamp.
- G. Maintain imaged copies of all hospital, physician, and pharmacy bills for the University in an organized and readily accessible format for the University.
- H. Contractor must return processed bills to the University's TPA within twenty-one (21) calendar days of Contractor receipt. Contractor may be subject to penalty by University for any bill processed beyond the twenty-one day requirement.
1. In the event Contractor begins processing checks, seven (7) calendar days will be added to the allowable processing time specified in **Section 6.1.1.H**.
 2. University will monitor the timeliness of bill processing and will provide written notice to Contractor of all bills processed late. Contractor's repeated failure to process bills within the allowable processing time specified in this section will be a material default in its obligations under the Agreement that will result from this

RFP.

- I. Contractor must send paper copies of explanation of benefits (“EOB”) to claimants as required by TDI / DWC rules and regulations when no payment is due.
- J. When no payment is due on a bill, Contractor must mail an EOB form and annotated bill or approved alternate to the provider.
- K. Arrange and pay for the daily electronic transmission of all medical bills, EOBs, and medical reports from University's TPA to Contractor and from Contractor to University's TPA. The method of delivery selected by Contractor must not delay the timely payment of bills.
- L. Provide a toll-free telephone number for inquiries and complaints from providers and the University. Contractor must accept calls on the toll-free number during the hours of 8:00 a.m. to 6:00 p.m. Central Time each weekday except state or national holiday. Contractor must respond either verbally or in writing within five (5) working days to all inquiries or complaints from health care providers.
- M. Use a computer system to maintain an on-line claim history of all bills processed for University to prevent duplicate payments, payments for unrelated charges, unbundling of charges, charges for surgery follow-up care, and over-utilization.
- N. Accumulate all data necessary for reporting medical payments to TDI / DWC. Contractor must comply with all TDI / DWC requirements regarding submission of data.
- O. Run a quarterly audit on all Electronic Data Interchange (“EDI”) transmission to the Division of Workers' Compensation Insurance to ensure a minimum of 98% accuracy. Results will be reported to University and may be subject to penalty by the University if minimum accuracy requirement is not met.
- P. Develop and provide to University the written materials and / or oral presentations necessary to respond effectively to inquiries from University institutions, health care providers, and / or state regulatory agencies regarding the medical cost management program.
- Q. Contractor acknowledges that the actual number of bills to be processed during any selected time period is indefinite, and that its obligations are not subject to any minimum or maximum number of bills per week, per month, or for any other time period.

Number of processed provider bills for Fiscal Year 2016 was as following:

September 2015 – 922;
October 2015 – 863;
November 2015 – 831;
December 2015 – 944;
January 2016 – 852;
February 2016 – 885;
March 2016 – 994;
April 2016 – 1039;
May 2016 – 789;
June 2016 – 867;
July 2016 – 1001;
August 2016 – 852.

- R. Contractor must fully coordinate its bill audit services with pre-authorization services, utilization review services, case management services, and network services to achieve the highest level of savings possible for University.
- S. Provide a method for medical providers to dispute Contractor's recommended bill reimbursements at no additional charge to University. For each dispute, Contractor will make two (2) attempts to resolve the disputed issue(s). Thereafter, Contractor will advise the provider to appeal through TDI / DWC. Authorized representatives of Contractor must be available to participate (by phone or in person, as required by University) in the TDI / DWC appeals process and / or TDI / DWC hearings as a representative of University at no additional charge.

6.1.2 Pre-Authorization Services

Number of pre-authorization requests received for Fiscal Year 2016 was as following:

	<u>Network</u>	<u>Non-Network</u>
<u>September 2015</u>	<u>30</u>	<u>13</u>
<u>October 2015</u>	<u>48</u>	<u>7</u>
<u>November 2015</u>	<u>47</u>	<u>4</u>
<u>December 2015</u>	<u>43</u>	<u>10</u>
<u>January 2016</u>	<u>25</u>	<u>3</u>
<u>February 2016</u>	<u>40</u>	<u>3</u>
<u>March 2016</u>	<u>45</u>	<u>4</u>
<u>April 2016</u>	<u>41</u>	<u>9</u>
<u>May 2016</u>	<u>49</u>	<u>3</u>
<u>June 2016</u>	<u>45</u>	<u>5</u>
<u>July 2016</u>	<u>49</u>	<u>2</u>
<u>August 2016</u>	<u>44</u>	<u>7</u>

- A. Contractor must designate a direct, toll-free telephone line specifically for use by providers to request pre-authorization. Contractor must accept calls on the toll-free line between the hours of 8:00 a.m. and 6:00 p.m. Central Time each weekday except national or state holiday. Contractor must provide a Fax number to allow providers to send requests for pre-authorization services by facsimile transmission.
- B. Within three (3) business days of Contractor's receipt of a complete request from the claimant's treating doctor or the treating doctor's designated representative, Contractor must notify the treating doctor by telephone or transmission of a facsimile of Contractor's decision to grant or deny pre-authorization. Within twenty-four (24) hours after notification of denial or approval, Contractor must send written approval, or, if denying pre-authorization, appropriate documentation identifying the reasons for denial, to the following persons: (1) The injured employee; (2) The injured employee's representative, if known; (3) The treating doctor, or the treating doctor's designated representative.
- C. The University and / or its TPA will monitor the timeliness of pre-authorization processing and will provide written notice to Contractor of late processed requests. If the delay is determined to be attributable to some action or inaction by Contractor, Contractor's pre-authorization fee for each request not processed within three (3) working days of receipt will be reduced each day by fifty percent (50%). Provided, however, that if Contractor has received an extension of time to respond from the requesting provider, this penalty will not apply.
- D. Contractor must maintain and make available to University, its TPA, and Network complete and accurate records to document all necessary information in accordance with workers' compensation Rule 134.600 and / or network requirements regarding the pre-authorization request and approval / denial process.
- E. Contractor must require pre-authorization for the health care treatment services and equipment with regard to all claims with dates of injury on or after 01/01/1991 as deemed by TDI / DWC Rule 134.600 and TDI / DWC Rule 137.100 and network requirements.
- F. Contractor must fully coordinate all pre-authorization activities with bill audit services, case management services, utilization review services and University's TPA and Network to achieve comprehensive managed care services and the highest level of savings possible for University.
- G. Contractor must provide a method for providers to dispute Contractor's pre-authorization decisions to University. For each dispute, Contractor will make two (2) attempts to resolve the disputed issue(s). Thereafter, Contractor must

advise the provider to appeal through TDI / DWC. Contractor must be available to participate (by phone or in person) in the TDI / DWC appeals process and / or TDI / DWC hearings as a representative of University at no additional charge.

H. Upon receipt of approval from a University supervisor, Contractor may advise the adjuster and supervisor as to voluntary certification of health care for claims pre-dating 01/01/1991 and / or for services or procedures in addition to those listed above. Providers must not be advised by Contractor that such services or procedures require pre-authorization or pre-certification.

I. Contractor will only accept and University will only be charged for pre-authorization requests that are complete. A complete request is one for which the treating doctor or his / her designated representative has provided sufficient medical information to substantiate the need for the treatment, service, or equipment for which pre-authorization is being sought. In accordance with TDI / DWC directives, University will reject incomplete requests.

J. Contractor must transmit to University's TPA and Network, all information regarding pre-authorization approvals or denials electronically by way of an agreed, secure File Transfer Protocol site via the Internet in the record layout form agreed to by both Contractor and TPA.

6.1.3 Utilization Review Services

A. Contractor shall work with the University's network to ensure that all providers in the network follow nationally recognized, scientifically valid evidence based treatment guidelines, disability guidelines and other scientifically valid treatment plans.

B. Contractor may be responsible for recommending cases for utilization review. Each recommendation from Contractor must include the parameters of review and estimated utilization review fee. A utilization review will be performed by Contractor only after the University supervisor responsible for the claim has approved the parameters and estimated fee. The University's supervisor's approval will be required prior to services. The University agrees not to unreasonably withhold approval of cases recommended for utilization review. The University will not pay for utilization review services that exceed the scope of the approved parameters and / or estimated fees.

C. Utilization reviews must include in-depth reviews of objective findings and treatments as documented in each claim record. In each case referred for utilization review, the review must be performed by a provider who is a peer to the provider in the case. The opinions and recommendations stated in each review must be medically reasonable and based on state-wide medical practices.

D. Contractor will must be responsible for verifying the credentials of and ensuring the quality of the work product of all providers who perform utilization reviews on the University claims.

6.1.4 Medical Case Management Services

A. Contractor may recommend claims for case management to achieve one or more of the following objectives:

1. Returning the claimant to productive employment;
2. Acquiring certification of maximum medical improvement by the claimant's treating physician and assignment of a medically reasonable impairment rating;
3. Gaining or maintaining control over medical expenditures; and / or
4. Bringing closure to a claim.

B. The University reserves the right to select and work directly with independent case managers. Contractor will be given access to case management reports and the University will require the independent case manager to provide reports directly to Contractor upon request.

C. Before field case management services are initiated for any case, Contractor or its approved subcontractor must provide University with complete resumes for all case managers who will be assigned to University claims. The University shall have the right to reject any case manager proposed for assignment to University claims if it is deemed by University to be in the best interest of University.

D. Field case management services will be performed on a file only after approval is given by University supervisor assigned to the claim. Specific parameters and estimated fees for each case management assignment will be recommended to University by Contractor or the approved subcontractor. The University agrees not to unreasonably withhold approval of cases recommended for case management services. Parameters may be expanded and estimated fees increased beyond the initial recommendations by Contractor only upon approval of University adjuster assigned to the claim. The University will not pay for case management services that exceed the scope of approved parameters and / or exceed estimated fees.

E. Contractor or its approved case management subcontractor must provide monthly case management progress reports to University.

F. At a minimum, the case management progress reports must include the following information:

1. Identify the case manager assigned to each individual claim;
2. Provide a summary of the progress made on each individual claim;
3. Provide an estimate of savings on each individual claim (income benefits, medical, or both) as a result of the case management activities;
4. State the case management service charge on each individual claim; and
5. State what further actions will be taken on the claim, if any.

G. Contractor must fully coordinate its case management activities with bill audit services, pre-authorization services, utilization review services and University's TPA to achieve comprehensive managed care services and the highest level of savings possible for University.

H. Case managers must respect the privacy of claimants and must fully comply with all state and federal privacy laws. If a claimant is represented by an attorney, the case manager must secure the attorney's permission before making contact with the employee. If a claimant or attorney refuses to cooperate with a case manager, the case manager must inform the adjuster of the refusal and must make no further efforts to communicate with the claimant or attorney, except that the case manager may send a letter to the claimant and / or attorney explaining that the case management file will be closed due to non-cooperation.

I. Contractor must be responsible for the work product of all case managers, and Contractor must ensure the professional competence of each case manager. Contractor must make every effort to bring about a prompt resolution to all claims referred to case management.

6.1.5 General Duties of the Parties

A. Contractor must perform the following general duties:

1. Assume responsibility for all services described in **Section 6** of this RFP, including payments of its subcontractors' fees. University will establish a method by which to review or audit Contractor's performance to determine sufficiency of performance and compliance, and may, in its discretion, establish sanctions for non-compliance in addition to those sanctions specified in the Agreement resulting from this RFP.
2. Protect confidentiality of claim information, process information, and proprietary information of University and its TPA and network.

B. The University's TPA must perform the following general duties:

1. Provide Contractor with an initial claim file built on historical claims.

2. Provide Contractor with a daily update of new claim adds and existing claim status.
 3. Provide Contractor with a daily list of vendors and acceptable vendor identification numbers.
 4. Provide Contractor with bills and medical reports on a daily basis that are date stamp and numbered with University's claim number.
 5. Notify TDI / DWC and medical providers that Contractor has been designated as the pre-authorization Contractor for University.
 6. Advise Contractor of any changes to University's data processing methods that may affect the ability of Contractor to perform services described in the preceding provisions in a timely manner so as to enable Contractor to provide uninterrupted services.
- C. Contractor must provide sufficient service facilities, personnel and claims management systems to complete data entry and transmission, audit, screening procedures, pre-authorization services, and utilization review services to fulfill all its obligations under this Agreement.
- D. Contractor must transmit all adjusted hospital, physician, and pharmacy bills and employee requests for reimbursement back to the University's TPA by a secure FTP site via the Internet in the record layout format as agreed by the parties, or in the Electronic Data Processing ("EDP") format prescribed by TDI. Contractor must transmit to University's TPA electronically all information necessary for University's TPA to completely print Contractor activity on each claim. University may require changes as it deems appropriate.
- E. Regardless of the method of transmission, Contractor must be responsible for the accuracy of the transcription of data in accordance with the record layout format. University shall have the right to reject any transmission from Contractor or its subcontractors that does not precisely conform to the format specified under this Agreement.
- F. Contractor must timely and accurately submit medical EDI records to the TDI in accordance with relevant Act and Rules (www.tdi.state.tx.us).
- G. At any time during the Contract Term and for a period of four (4) years thereafter University or a duly authorized audit representative of University, or the State of Texas, at its expense and at reasonable times, shall have the right to audit Contractor's records and books relevant to all services provided. In the event such an audit reveals any overpayments by University, Contractor must refund to University the full amount of such overpayments within thirty (30) days of such audit findings, or University, at its option, shall have the right to deduct such amounts owed to University from any payments due to Contractor.

Contractor will be given a notice of at least five (5) working days in the event an audit shall be performed.

H. Contractor must allow the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives to have access, during and for a period of not less than four (4) years after the expiration or earlier termination or cancellation of the Agreement, to (i) the Agreement and Contractor's books, documents, and records related to the Agreement; and (ii) all agreements between Contractor and its subcontractors or related organizations, including books, documents and records relating to same.

I. The University must have the right to withhold from amounts otherwise due Contractor the amount of any administrative fines and / or penalties imposed on University by the TDI / DWC or any workers' compensation agency caused by or resulting from the acts, omissions of, or information supplied by Contractor, its employees, subcontractors, or agents in the performance of duties.

J. Contractor must reimburse University for any overpayments made to Contractor caused by or resulting from the acts or omissions of Contractor, its employees, subcontractors, or agents. Additionally, Contractor must refund audit fee charges for treatments, services or equipment improperly recommended for payment. The term "overpayments" shall include any payments that a reasonable and prudent workers' compensation medical cost management company would not have made or recommended. University will identify overpayments and notify Contractor in writing. Contractor must respond in writing to any notice of overpayment within thirty (30) days after notice is given. If Contractor is unable to justify the payment, then University will credit the overpayment against future service fees due Contractor. University must be the final arbiter on the issue of overpayments.

WORKER'S COMPENSATION HEALTH CARE NETWORK SERVICES

Contractor must provide the following services to University for Workers' Compensation Health Care Network:

7.1.1 Provider Medical Health Care Network ("Network")

The Network services to be provided by Contractor must include the following:

- A. Provide a list of all participating providers. The list must include names, addresses, phone numbers and tax identification numbers.
- B. Provide a list of all participating hospitals. The list should include names, addresses, phone numbers and tax identification numbers.
- C. Provide a public website which includes participating providers and hospitals. This should include names, addresses, and phone numbers.

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D. Provide reimbursement schedules for the provision of medical care for all participating providers and hospitals within the network.

E. Affirm provider credentials to ensure network quality.

F. Provide access plans for health care.

G. Provide updated provider listing directories on a quarterly basis.

7.1.2 Utilization Review

A. Ensure that all providers in the network follow nationally recognized, scientifically valid evidence based treatment guidelines, disability guidelines and other scientifically valid treatment plans.

B. Recommend cases for utilization review. Each recommendation from Contractor must include the parameters of review and estimated utilization review fee. A utilization review will be performed by Contractor only after University adjuster / supervisor responsible for the claim have approved the parameters and estimated fee. University will not pay for utilization review services that exceed the scope of the approved parameters and / or estimated fees.

C. Verify the credentials of and ensure the quality of the work product of all providers who perform utilization reviews on University claims.

7.1.3 Telephonic Medical Case Management / Return to Work Services

A. As part of the network functions, Contractor must provide telephonic case management to achieve one or more of the following objectives:

1. Returning the claimant to productive employment;
2. Acquiring certification of maximum medical improvement by the claimant's treating physician and assignment of a medically reasonable impairment rating;
3. Gaining or maintaining control over medical expenditures; and / or
4. Bringing closure to a claim.

B. Before telephonic case managers are assigned to University's account, Contractor must provide University with complete resumes for all case managers who are proposed to be assigned to University claims. University shall have the right to reject any case manager proposed for assignment to University claims if it is deemed by University to be in the best interest of University.

- C. Contractor must attempt to obtain and make available to University and TPA complete and accurate medical records in order to gain and / or maintain control over medical expenditures and bring closure to a claim.
- D. Contractor and Contractor telephonic case managers must make themselves available in person or by phone for claim discussions, reviews, or roundtables with University or TPA, as needed to meet objectives as outlined by University.
- E. Contractor must fully coordinate its telephonic case management activities with bill audit services, pre-authorization services, utilization review services, University's TPA, and with medical providers to achieve comprehensive managed care services and the highest level of savings possible for University. When necessary, telephonic case managers must communicate the mechanism of injury to medical providers to assist in defining the compensable injury.
- F. Telephonic case managers must respect the privacy of claimants and must fully comply with all state and federal privacy laws. If a claimant is represented by an attorney, the case manager must secure the attorney's permission before making contact with the employee. If a claimant or attorney refuses to cooperate with a case manager, the case manager must inform the adjuster of the refusal and must make no further efforts to communicate with the claimant or attorney, except that the case manager may send a letter to the claimant and / or attorney explaining that the case management file will be closed due to non-cooperation.
- G. Contractor must be responsible for the work product of all telephonic case managers, and Contractor must ensure the professional competence of each telephonic case manager. Contractor must make every effort to resolve all claims referred to case management.

7.1.4 Pre-Authorization Services

Contractor will provide to University, its TPA, and cost containment company a list of the pre-authorization requirements as mutually agreed upon by University and Contractor for rendering medical care.

Pre-authorization determinations by Contractor will be shared with Universities TPA and Cost Containment company if separate than Contractor.

7.1.5 Quality Assurance

Contractor must submit to University an annual report that objectively monitors and evaluates the quality and appropriateness of care and services as mandated Texas Insurance Code 1305.303 and Workers' Compensation Health Care Network Rule 10.81.

- A. Contractor must have a quality improvement program and committee.
- B. Contractor must have complaint and dispute resolution processes for employees, providers, and other complainants.
- C. Contractor must provide University with notice of network requirement packages for employees and employers to be delivered by University at time of implementation of network and as deemed necessary by University.
- D. Contractor must provide University employee acknowledgement letters, informational posters / flyers and additional education notices about the network as deemed necessary by University.

7.1.6 Regulatory Compliance

Contractor must maintain certification as required by the Act and perform all services in compliance with all applicable laws including rules implemented pursuant to the Texas Workers' Compensation Health Care Network Act and the Texas Workers' Compensation Act.

7.1.7 Network Management

- A. Contractor must designate a single point of contact for University accountable for the day-to-day administration of the network.
- B. Contractor must have appropriate personnel reasonably available through a toll- free telephone service at least forty (40) hours per week during normal business hours in both time zones (Central Time and Mountain Time) in Texas.
- C. Contractor must provide to University a contingency plan, in the event of termination of the contract or a failure to perform, reassume one or more functions of the network under the agreement, including functions related to:
 - 1. Payments to providers and to notification to employees;
 - 2. Quality of care;
 - 3. Utilization review;
 - 4. Retrospective review; and
 - 5. Continuity of care, including a plan for identifying and transitioning employees to new providers.
- D. Contractor must inform an injured employee if his / her physician is terminated from the network within twenty-four (24) hours.
- E. Contractor must designate for University a medical director who is:
 - 1. An occupational medicine specialist;
 - 2. Licensed to practice medicine in the United States;

3. Actively involved in all quality improvement activities; and
4. Is compliant with the network credentialing requirements.

F. Contractor must provide to University or submit for University data necessary to comply with reporting requirements of TDI in a format prescribed by University.

G. Contractor must provide to University quarterly report cards on the following:

1. Employee access to care;
2. Return-to-work outcomes;
3. Health-related outcomes;
4. Employee satisfaction with care;
5. Health care costs; and
6. Utilization of health care.

H. Contractor must provide monthly financial reports by the 14th of each month that demonstrate costs and savings.

7.1.8 Electronic Billing / Digital Imaging Capabilities

Contractor must cooperate with TPA and cost containment company to provide to University the following services:

- A. Contractor must provide the mechanisms for the electronic submission and processing of medical bills by health care providers in accordance with Network contracts.
- B. Contractor must have the capabilities to provide an integrated digital imaging system.

7.1.9 General Duties of the Parties

A. Contractor must perform the following general duties:

1. Assume responsibility for all services described in **Section 7.1** of this RFP, including payments of its subcontractors' fees. University will establish a method by which to review or audit Contractor's performance to determine sufficiency of performance and compliance, and may, in its discretion, establish sanctions for non-compliance.
2. Protect confidentiality of claim information, process information, and proprietary information of University, its TPA, and cost containment company.

B. University's TPA will use reasonable efforts to perform the following:

1. Provide Contractor with an initial claim file built on historical claims.

2. Provide Contractor with a daily update of new claim adds and existing claim status.
3. Provide Contractor with a daily list of vendors and acceptable vendor identification numbers.
4. Provide Contractor with bills and medical reports on a daily basis that are stamped with the University's date stamp.
5. Advise Contractor of any changes to University's data processing methods that may affect the ability of Contractor to perform services described in the preceding provisions of this Agreement in a timely manner so as to enable Contractor to provide uninterrupted services.
6. Contractor must provide sufficient service facilities, personnel and claims processing systems to complete data entry, audit, screening procedures, pre-authorization services, and utilization review services to fulfill all its obligations.
7. Contractor must transmit all adjusted hospital, physician, and pharmacy bill information back to the University's TPA and cost containment company in the prescribed record layout format. Contractor must transmit to University's TPA electronically all information necessary for University to completely print Contractor activity on each claim. The University may require changes as it deems appropriate.
8. Regardless of the method of transmission, Contractor must be responsible for the accuracy of the transcription of data in accordance with the record layout format. University must have the right to reject any transmission from Contractor or its subcontractors that does not precisely conform to the specified format requested from TPA.
9. At any time and for a period of four (4) years after the expiration of the agreement that will result from this RFP, University or a duly authorized audit representative of University, or the State of Texas, at its expense and at reasonable times, shall have the right to audit Contractor's records and books relevant to all services provided under this RFP. In the event such an audit reveals any overpayments by University, Contractor shall refund to University the full amount of such overpayments within thirty (30) days of such audit findings, or University, at its option, shall have the right to deduct such amounts owed to University from any payments due Contractor. Contractor will be given a notice of at least five (5) working days in the event an audit shall be performed under **Section 7.1** of this RFP.

10. Contractor shall allow the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives to have access, during and for a period of not less than four (4) years after the expiration or earlier termination or cancellation of the agreement that will result from this RFP, to (1) the agreement and Contractor's books, documents, and records related to the agreement; and (2) all agreements between Contractor and its subcontractors or related organizations, including books, documents and records relating to same.

11. University must have the right to withhold from amounts otherwise due Contractor under the agreement that will result from this RFP the amount of any administrative fines and / or penalties imposed on the University by the TDI / DWC or any workers' compensation agency caused by or resulting from the acts, omissions of, or information supplied by Contractor, its employees, subcontractors, or agents in the performance of duties related to this agreement that will result from this RFP.

4-12. Contractor must reimburse University for any overpayments made to Contractor caused by or resulting from the acts or omissions of Contractor, its employees, subcontractors, or agents. Additionally, Contractor must refund audit fee charges for treatments, services or equipment improperly recommended for payment. The term "overpayments" shall include any payments that a reasonable and prudent workers' compensation medical cost management company would not have made or recommended. University will identify overpayments and notify Contractor in writing. Contractor must respond in writing to any notice of overpayment within thirty (30) days after notice is given. If Contractor is unable to justify the payment, then University will credit the overpayment against future service fees due Contractor. University will be the final arbiter on the issue of overpayments.

EXHIBIT B

PAYMENT FOR SERVICES

Commented [VD3]: This Section will be updated after the negotiations with IMO

SERVICE FEES: [Note: Specify payment model. If the fee is not a stipulated lump sum, include a "not to exceed" fee cap amount.]

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor will not exceed \$ _____ (Fee Cap) without the prior written approval of University. In addition, total fees for each Phase of Work will not exceed the following specified amounts without the prior written approval of University:

If University submits, in advance, a written request for additional services not contemplated or reasonably inferred by this Agreement, Contractor will be paid for actual hours incurred by Contractor's personnel directly and solely in support of the additional services at the Rates provided above.

[Note:

AIR TRAVEL AND RENTAL CAR

At this time, Contractor may not book air travel or rental car directly with travel vendors and obtain the State rates. If the UT institution books air travel and rental car for Contractor and pays the travel vendor directly (direct bill to UT), then the UT institution will receive the State rate for Contractor's airfare and rental car.

HOTEL RESERVATIONS

State Hotel Rates: A hotel under contract with the State may, at the hotel's discretion, offer the State rate for Contractor travel. The hotel, at the hotel's discretion, may permit the Contractor to book and pay the reservation or may require the UT institution to book and pay the reservation (direct bill to UT). The UT institution should contact the hotel to ask if (1) the hotel honors the State rate for Contractor travel, and (2) the hotel requires UT to book and pay the reservation (direct bill to UT).

UT Negotiated Hotel Rates: The UT institution may obtain the UT negotiated hotel rates (when available) for Contractor travel. The UT institution should contact the hotel to confirm the reservation and ask if the hotel requires UT to pay for the reservation (direct bill to UT).

CANCELLATION CHARGES

Be aware that if UT institutions book travel for Contractor, then any cancellation charges will be charged to the UT institution.]

EXPENSES AND DISBURSEMENTS: Contractor will be reimbursed without mark-up for reasonable expenses (including meals, rental car or mileage, coach class airfare, and lodging) validly incurred directly and solely in support of the Project and approved by University in advance. Provided, however, Contractor agrees and acknowledges that Contractor will be subject to the then-current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fmxcpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, mileage, [Option: rental car] [Option: , airfare.] [Option: lodging] and all other expenses related to travel [Option: , except [Option: rental car], [Option: airfare] and [Option: lodging]]. [Option: Except as provided in this Agreement,] Contractor agrees and acknowledges that Contractor will not be reimbursed by University for expenses that are prohibited or that exceed the allowable amounts provided in the then-current Travel Reimbursement Rates. As a condition

precedent to receiving reimbursement for expenses and disbursements, Contractor will submit to University receipts, invoices, and other documentation as requested University.

Notwithstanding the foregoing, reimbursement for expenses and disbursements will not exceed a maximum of \$_____ (**Expense Cap**) without the prior written approval of University.

The Fee Cap and the Expense Cap are sometimes collectively referred to as the **Contract Amount**.

EXHIBIT C

HUB SUBCONTRACTING PLAN



5560 Tennyson Parkway
Suite 110
Plano, Texas 75024
866-550-0466
www.injurymanagement.com

February 17, 2017

Regional HUB Coordinator
Office of HUB Programs
The University of Texas System
201 West Sixth St., Room B.140E
Austin, Texas 78708

RE: Historically Underutilized Business Plan for Cost Containment Services & Workers' Compensation Health Care
Network Services
Project Number: RFP No. 720-1705

To Whom It May Concern:


In accordance with the requirements outlined in the specification section "HUB Participation Program", I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for proposals, referencing Project Number RFP No. 720-1705.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs).

Good Faith Effort will be documented by a two-part HUB Subcontracting Plan (HSP) process. Part one (1) of the HSP submission will reflect self-performance with the appropriate sections completed per the instructions in Option One of the HSP Quick Checklist located on page 10 of The University of Texas Exhibit H policy on Utilization of Historically Underutilized Businesses (HUBs).

As the scope of work/project is defined under this ID/IQ contract, part two (2) of the process will require a revised HUB Subcontracting Plan (HSP) and the Good Faith Effort will be documented per instructions in Attachment B (page 16-17) and Option Three of the HSP Quick Check List. The revised HUB Subcontracting Plan will be submitted to the HUB Coordinator prior to execution of each contract process. Documentation of subcontracted work will be provided with each pay request.

Sincerely,


Catherine Benavidez
Project Executive

Cc: Donna Ramsey, Project Manager

S U S A N	TEXAS COMPTROLLER <i>of</i> PUBLIC ACCOUNTS P.O. Box 13186 • AUSTIN, TX 78711-3186
C O M B S	



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmbll/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1752379311900
 File/Vendor Number: 006843
 Approval Date: 12-SEP-2014
 Scheduled Expiration Date: 12-SEP-2018

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

INJURY MANAGEMENT ORGANIZATION, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 12-SEP-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
 Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbll/cmbllhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/12



HUB Subcontracting Plan (HSP)

Rev. 10/16

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(ii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years, shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

In accordance with 34 TAC §20.13(d)(1)(D)(ii), the goals below are the applicable goals for the University of Texas Administration only.

Other Services Goal - 26%

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meet the Good Faith Effort (GFE) prescribed in Method B, Attachment B. See instructions for Option Three on the HSP Quick Check List. No other Good Faith Effort method will be accepted.
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity is a two (2) part process:
 1. Submit a Letter of HUB Commitment (page 9) and a GFE described in Option Four.
 2. Submit a revised HSP prior to the execution of each contract process as described in Option Three of the Quick Check List.
- Respondents shall submit a completed HSP to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered non-responsive.
- Respondents who intend to self-perform all of their work shall submit an HSP for Self Performance HSP as described in Option Four.
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payments as a condition of payment.
- Acceptable documentation of the GFE include fax, email or certified letter.

SECTION II RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Injury Management Organization, Inc. State of Texas VID #: 1762379311800
 Point of Contact: Catherine Benavidez Phone #: 972-397-8297 x1.113
 E-mail Address: cbenavidez@injurymanagement.com Fax #: 972-331-8184

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: RFP No. 720-1705 Bid Open Date: 01/24/2017

Enter your company's name here: Injury Management Organization, Inc. Requisition #: RFP No. 720-1705

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a continuing contract in place for more than the 151 years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuing contract in place for more than the 151 years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 10/16

Enter your company's name here: Injury Management Organization, Inc. Requisition #: RFP No. 720-1705

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/qaos/cmbllbcerch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>(If selected for HUB status, list Texas VID or EIN.)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

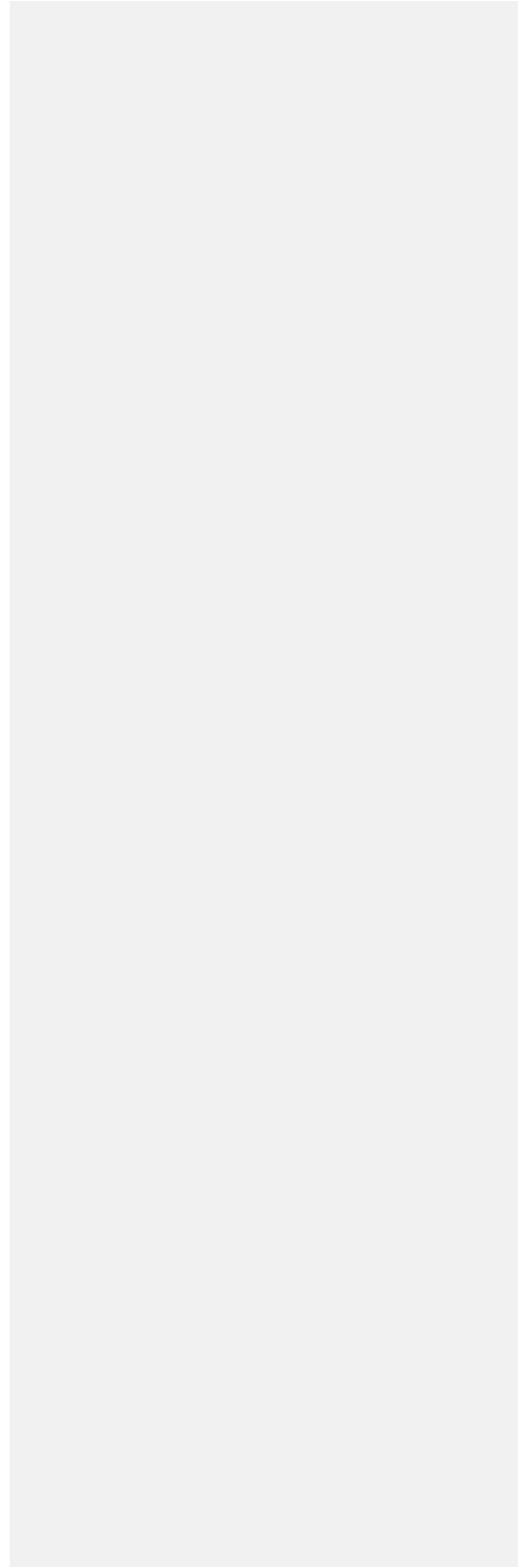
c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity ID (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

EXHIBIT D
ENVIRONMENT SPECIFICATIONS

EXHIBIT E

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



AGREED TO AND SIGNED BY THE PARTIES.

The University of Texas System

[Contractor]

By: _____

By: _____

Name: _____

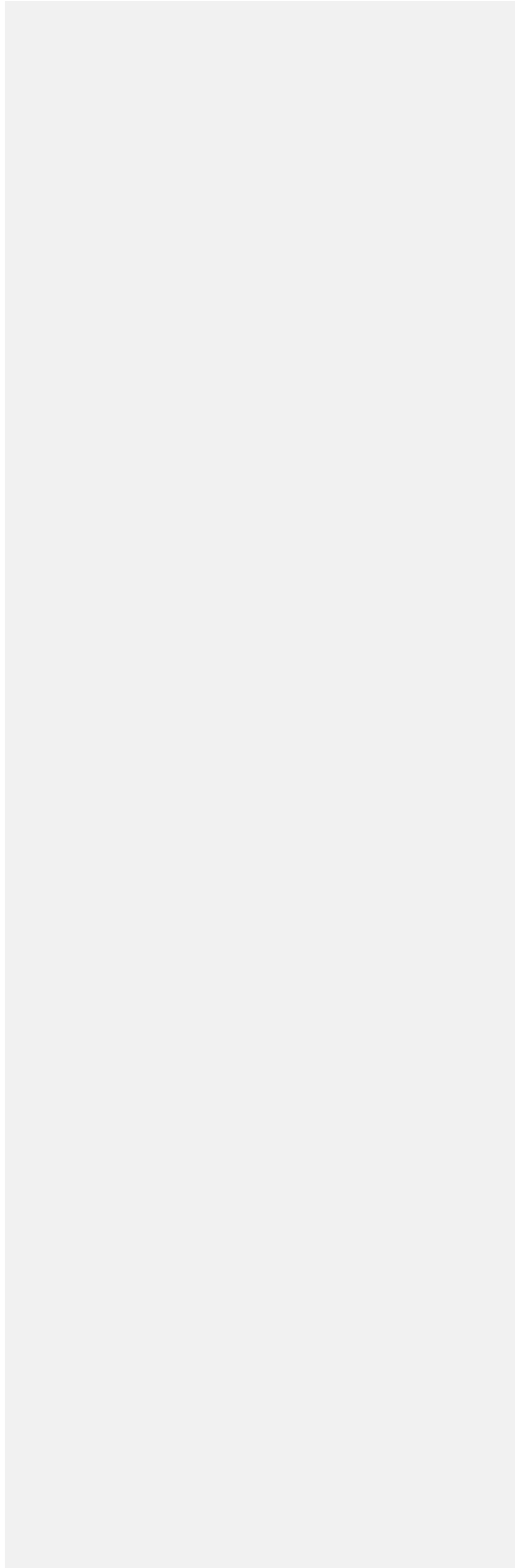
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

OCTOBER 1, 2016

APPENDIX III

POLICY ON UTILIZATION

HISTORICALLY UNDERUTILIZED BUSINESSES

VENDOR/COMMODITIES



**The University of Texas System Office
of HUB Programs
Policy on Utilization of Historically Underutilized Businesses (HUBs)**

Contents

• Policy on Utilization of Historically Underutilized Businesses (HUB)s	Page 3
• Summary of Requirements/Historically Underutilized Business (HUB) Subcontracting Plan (HSP)	Pages 4-6
• Summary of Attachments required from Respondents	Page 7
• Letter of Transmittal	Page 8
• Letter of HUB Commitment (indefinite duration/indefinite quantity contracts)	Page 9
• HSP Quick Checklist	Page 10
• HUB Subcontracting Plan (HSP)	Page 11-18
○ Section 2 – Good Faith Effort Subcontractor Selection	Page 12
○ Self-Performance Justification	Page 14
○ HSP Good Faith Effort Method A (Attachment A)	Page 15
○ HSP Good Faith Effort Method B (Attachment B)	Page 16-17
• HUB Subcontracting Opportunity Notification Form Minority and Trade Organizations contact information is available online at: https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php	Page 18
• HUB Subcontracting Plan Prime Contractor Progress Assessment Report (PAR) (Required of successful respondent for payment requests only)	Page 19

**The University of Texas System
Office of HUB Programs**

POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Introduction

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.13 of the Texas Administrative Code (TAC), the Board of Regents of The University of Texas System, acting through the Office of HUB Development shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction services, including professional and consulting services; and commodities contracts. The HUB Rules promulgated by the Texas Comptroller of Public Accounts (the "Texas Comptroller"), set forth in 34 TAC Sections 20.10-20.28, encourage the use of HUBs by implementing these policies through race, ethnic and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all business in State contracting in accordance with the following goals as specified in the State of Texas Disparity Study:

- 11.2% for heavy construction other than building contracts;
- 21.1% for all building construction, including general contractors and operative builder's contracts;
- 32.9% for all special trade construction contracts;
- 23.7% for professional services contracts;
- 26% for all other services contracts, and
- 21.1% for commodities contracts.

The University of Texas System shall make a good faith effort to meet or exceed the above stated goals to assist HUBs in receiving a portion of the total contract value of all contracts that UT System expects to award in a fiscal year. The University of Texas System may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, chapter 2161, Subchapter F.

NOTE: The goals above are the State of Texas HUB goals. For purposes of this procurement, The University of Texas System goals listed in the Special Instructions on page 11 will apply.

SUMMARY OF REQUIREMENTS
Historically Underutilized Business (HUBs) Subcontracting Plan (HSP)

It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUBs) in all contracts. Accordingly, UT System has adopted “**EXHIBIT H, Policy on Utilization of Historically Underutilized Businesses**”. The policy applies to all contracts with an expected value of \$100,000 or more. The Board of Regents of The University of Texas System is the contracting authority.

1. In all contracts for professional services, contracting services, and/or commodities with an expected value of \$100,000 or more, The University of Texas System, “UT System” or the “University” will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not subcontracting opportunities are probable in connection with the contract. A HUB Subcontracting Plan is a required element of the architect, contractor or vendor Response to the purchase solicitation. The HUB Subcontracting Plan shall be developed and administered in accordance with the Policy. **Failure to submit a required HUB Subcontracting Plan (HSP) will result in rejection of the Response.**
2. If subcontracting opportunities are probable UT System will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents, and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are probable, and the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors **[34 TAC §20.14 (d) (1)(A)(B)(C)(D) (2) (3)(A)(B)(C)(D)(E)(F) (4)(A)(B)]**.
 - b. When subcontracting opportunities are probable, but the Respondent can perform such opportunities with its employees and resources, the Respondent’s HUB Subcontracting Plan shall include **Section 3 –Self Performance [34 TAC §20.14 (d) (5) (A) (B) (C) (D)]**.
3. If subcontracting opportunities are not probable UT System will declare such probability in its invitations or bids, requests for proposals, or other purchase solicitation documents and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are not probable, and the Respondent proposes to perform all the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **Section 3 – Self Performance Justification**.
 - b. When subcontracting opportunities are not probable, but the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors.
4. Respondents shall follow, but are not limited to, procedures listed in the Policy when developing a HUB Subcontracting Plan.
5. **Competitive Sealed Proposals (CSP):** Respondents shall submit a HUB Subcontracting Plan (packaged separately) twenty-four (24) hours following the Response submission date and time or as prescribed by the project manager. Submit one (1) original and one (1) PDF copy on CD, DVD, or flash drive of the HUB Subcontracting Plan (HSP).
6. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, UT System shall follow the procedures listed in the Policy. If accepted by the University, the HUB Subcontracting Plan shall become a provision of the Respondent’s contract with UT System.

Revisions necessary to clarify and enhance information submitted in the original HUB subcontracting plan may be made in an effort to determine good faith effort. Any revisions after the submission of the HSP shall be approved by the HUB Coordinator.

7. **Design Build (DB) and Construction Manager @ Risk (CM@R) responses:** Respondents to a “design build” or “construction manager-at-risk” purchase solicitation shall include the Letter of HUB Commitment in their Response attesting that the Respondent has read and understands the Policy on Historically Underutilized Businesses (HUBs), and a HUB Subcontracting Plan for all preconstruction and construction services including a HUB Subcontracting Plan as prescribed by the Texas Comptroller specific to construction services identifying first, second and third tier subcontractors. Respondents proposing to perform Part 1 preconstruction services with their own resources and employees shall submit, as part of their HSP, the Self Performance Justification. Submit one (1) original and one (1) PDF copy on CD, DVD, or flash drive of the HUB Subcontracting Plan (HSP).
8. **DB and CM@R HUB Contract Requirements:** Contractors engaged under design-build and construction manager-at-risk contracts shall submit a HUB Subcontracting Plan for all preconstruction and construction Phase Services, and, must further comply with the requirements of this Policy by developing and submitting a HUB Subcontracting Plan for each bid package issued in buying out the guaranteed maximum or lump sum price of the project. The HSP shall identify first, second and third tier subcontractors.
9. The University of Texas System shall reject any Response that does not include a fully completed HSP as required. **An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.**
10. **Changes to the HUB Subcontracting Plan:** Once a Respondent’s HSP is accepted by UT System and becomes a provision of the contract between Respondent and UT System, the Respondent can only change that HSP if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to UT System for review; (c) UT System (including UT System’s HUB Coordinator) approves Respondent’s proposed changes to its HSP; and (d) UT System and the Respondent amend their contract (in writing signed by authorized officials of both parties) in order to replace the contract’s existing HSP with a revised HSP containing the changes approved by UT System.
11. **Expansion of Work:** If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, UT System wishes to expand the scope of work that the Respondent will perform under that contract through a change order or any other contract amendment (the “additional work”), UT System will determine if the additional work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If UT System determines that probable subcontracting opportunities exist for the additional work, then the Respondent must submit to UT System an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HSP must be approved by UT System and the Respondent (including UT System’s HUB Coordinator) before (a) the contract may be amended by UT System and the Respondent to include the additional work and the amended HSP and (b) the Respondent performs the additional work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by UT System for any additional work (i) without complying with 34 TAC Section 20.14 or (ii) before UT System and that Respondent amend their contract to include a revised HSP that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with UT System. As a result of such breach, UT System will be entitled to terminate its contract with the Respondent, and the Respondent will be subject to any remedial actions provided by Texas law, including those set forth in Chapter 2161, Texas Government Code, and 34 TAC

Section 20.14. The University may report a Respondent’s nonperformance under a contract between that Respondent and UT System to the Texas Comptroller in accordance with 34 TAC Sections 20.10 through 20.18.

12. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a Respondent enters into a contract with UT System as a result of such a Response but later desires to subcontract any part of the work set forth in that contract, before the Respondent subcontracts such work it must first change its HUB Subcontracting Plan in accordance with the provisions of Section 10 above.
13. The University of Texas System shall require a professional services firm, contractor or vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors on a monthly basis using a **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** as a condition for payment.
14. If the University of Texas System determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, UT System, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC Section 20.14, (g) (1) related remedies of nonperformance to professional services firms, contractor and vendor implementation of the HSP.
15. In the event of any conflict between this “Summary of Requirements” and the remainder of the HUB Policy, the remainder of the HUB Policy will control.
16. These requirements, including the attachments referred to above, may be downloaded over the internet from: <http://utsystem.edu/offices/historically-underutilized-business/hub-forms>. For additional information contact: The University of Texas System
Office of HUB Programs
201 West Sixth Street, Room B.140E
Austin, TX 78701
(512) 499-4530

**Other Services/Vendor/Commodities HSP
Summary of Attachments Required from Respondents**

	Letter of Transmittal Page 8	Letter of HUB Commitment Page 9	HUB Subcontracting Plan (HSP) Pages 11-18	Progress Assessment Report (PAR) Page 19
1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.				
1. A. Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> .	X		X	
1. B. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.				
2. A. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. B. Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent proposes to subcontract any part of the work.	X		X	
3. INDEFINITE DURATION/INDEFINITE QUANTITY CONTRACTS: Submit with initial qualifications. Attachments required from the Respondent prior to contract execution for each contract associated with a solicitation for miscellaneous services.		X	X	
4. CHANGES IN THE HUB SUBCONTRACTING PLAN AFTER AWARD: Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.			X	
5. REPORTING : Progress Assessment Report (PAR) required with all payment requests. The submittal of this attachment is a condition of payment.				X

(RESPONDENT’S BUSINESS LETTERHEAD)

Date

Regional HUB Coordinator
Office of HUB Programs
The University of Texas System
201 West Sixth St., Room B.140E
Austin, Texas 78701

RE: Historically Underutilized Business Plan for
(Project Title): _____
Project Number _____

Dear ,

In accordance with the requirements outlined in the specification section “HUB Participation Program,” I am pleased to forward this HUB Subcontracting Plan as an integral part of our response in connection with your invitation for Request for Proposals referencing the above project.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.13, and the goal as stated in the Agency Special Instructions section of the HUB Subcontracting Plan, page 11.

26% for all other services contracts

Subcontractors	No. of Subcontractors	Total Subcontract \$ Value	Total Estimated HUB %	% Minority Owned	% Woman Owned	% Service Disabled Veteran
HUB						
NON-HUB						
TOTAL						

I understand the above HUB percentages must represent Texas Comptroller HUB certification standards. For each of the listed HUB firms, I have attached a Texas Comptroller HUB Certification document.

Should we discover additional subcontractors claiming Historically Underutilized Business status during the course of this contract we will notify you of the same. In addition, if for some reason a HUB is unable to fulfill its contract with us, we will notify you immediately in order to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Project Executive)

cc: Contract Administrator

RESPONDENT'S BUSINESS LETTERHEAD

Date

Regional HUB Coordinator
Office of HUB Programs
The University of Texas System
201 West Sixth St., Room B.140E
Austin, Texas 78701

RE: Historically Underutilized Business Plan for (Project Title _____
Project Number: _____

Dear :

In accordance with the requirements outlined in the specification section "HUB Participation Program", I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for proposals, referencing Project Number _____.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs).

Good Faith Effort will be documented by a two-part HUB Subcontracting Plan (HSP) process. Part one (1) of the HSP submission will reflect self-performance with the appropriate sections completed per the instructions in Option One of the HSP Quick Checklist located on page 10 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs).

As the scope of work/project is defined under this ID/IQ contract, part two (2) of the process will require a revised HUB Subcontracting Plan (HSP) and the Good Faith Effort will be documented per instructions in Attachment B (page 16-17) and Option Three of the HSP Quick Check List. The revised HUB Subcontracting Plan will be submitted to the HUB Coordinator prior to execution of each contract process. Documentation of subcontracted work will be provided with each pay request.

Sincerely,

Project Executive

cc: Project Manager



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

In accordance with 34 TAC §20.13(d)(1)(D)(iii), the goals below are the applicable goals for the University of Texas Administration only.

Other Services Goal – 26%

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meet the Good Faith Effort (GFE) prescribed in Method B, Attachment B. See instructions for Option Three on the HSP Quick Check List. No other Good Faith Effort method will be accepted.
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity is a two (2) part process:
 1. Submit a Letter of HUB Commitment (page 9) and a GFE described in Option Four.
 2. Submit a revised HSP prior to the execution of each contract process as described in Option Three of the Quick Check List.
- Respondents shall submit a completed HSP to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered non-responsive.
- Respondents who intend to self-perform all of their work shall submit an HSP for Self Performance HSP as described in Option Four.
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payments as a condition of payment.
- Acceptable documentation of the GFE include fax, email or certified letter.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to Non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)
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Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____	Requisition #: _____
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IMPORTANT: If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTEGE PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protege Program, submitting its Protege (Protege must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protege.

- Yes (If *Yes*, continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>. HUB status code "**A**" signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID I EIN, leave their VID I EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

