



200 E. 18TH STREET, AUSTIN, TEXAS 78701 | P. O. BOX 13207, AUSTIN, TEXAS 78711-3207 | (512) 867-7711 | (877) 275-4377 TOLL-FREE | WWW.ERS.STATE.TX.US

October 11, 2012

RE: Request for Proposal to provide third-party administrative services and/or insurance services for the Short-Term and Long-Term Disability Income Benefits Plan under the Texas Employees Group Benefits Program.

To Whom It May Concern:

The Employees Retirement System of Texas ("ERS"), in accordance with Texas Insurance Code, Chapter 1551, is issuing a Request for Proposal ("RFP") seeking a qualified third-party administrators ("TPA") and/or insurance carriers to provide administrative services for the self-funded Short-Term Disability Income Benefits ("STD") Plan and administrative or insurance services for the Long-Term Disability ("LTD") Income Benefits Plan for Participants covered in the Texas Employees Group Benefits Program ("GBP") beginning September 1, 2013 through an initial term of August 31, 2017. The prospective administrator or insurance carrier will be referred to as TPA throughout this RFP.

ERS expects to submit a recommendation concerning the contract to be awarded in connection with this RFP for the consideration of the ERS Board of Trustees, at a public meeting to be held on February 19, 2013.

The TPA must offer a proposal on both the STD and LTD plans. The TPA shall offer a proposal on the STD services described in the RFP on a self-funded basis. The TPA shall offer a proposal on the LTD services as described below:

- A. Administrative Services Only ("ASO"); and/or
- B. Fully Insured.

Qualified TPAs may submit a Proposal and bid response materials to provide services under one or both of these administrative models. In addition, ERS would consider alternate funding arrangements that may be alternatives to its current preferred funding arrangement. ERS reserves the right to select a TPA that provides the best value for the services, regardless of the proposed model or options.

A Texas Register Notice has been published at: <http://www.sos.state.tx.us/texreg/index.shtml> and an Electronic State Business Daily ("ESBD") Notice at: <http://esbd.cpa.state.tx.us> which will contain additional RFP information. Your firm has been identified as offering the services listed above, and ERS encourages you to review the posting and request access to the secured bid materials when they become available on the ERS website.

ERS anticipates receiving high quality proposals for the services listed above, and we encourage your organization to give full consideration to the development of a proposal that complies with the RFP requirements.

If you have any questions regarding this process, please submit your inquiry directly to the iVendor Mailbox at: ivendorquestions@ers.state.tx.us.

Thank you for your interest in doing business with the GBP.

Sincerely,

ROBERT P. KUKLA
Director of Benefit Contracts

Request for Proposal

**To Provide Third-Party Administrative Services
for the Short-Term and Long-Term Disability
Income Benefits Plan**

ERS

EMPLOYEES RETIREMENT
SYSTEM OF TEXAS

October 11, 2012

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Disability RFP Deliverables Checklist

Order of Return: The entity submitting a Proposal in response to the RFP (“TPA”) is required to submit a total of seven (7) sets of the TPA’s Proposal in the following formats: One (1) printed “Original” and four (4) additional printed copies shall be submitted and include fully executed documents as appropriate, signed in *blue ink* and without amendment or revision. The remaining two (2) copies of the entire Response shall be submitted via CD-ROMs in Excel or Word format as applicable and labeled *Disability RFP Proposal Duplicate*. **No PDF documents may be reflected on the CD-ROMs with the exception of sample GBP-specific marketing materials, financial statements, and audited financial materials.**

All binders must contain:

PAPER FORMAT	RFP REFERENCE
RFP FEEDBACK FORM	Page viii.
TAB I Instructions	I.
<input type="checkbox"/> One (1) printed “Original” (which shall be labeled as such) and five (5) additional printed copies, which shall be labeled as “copy”, and Two (2) copies of the entire Response, which includes all Confidential and Proprietary and all Public Information, shall be submitted via CD-ROMs in Excel and/or Word format and labeled Disability RFP Proposal Duplicate. No PDF documents may be included on the CD-ROMs with the exception of sample GBP-specific marketing materials, financial statements, and audited financial materials. All bid materials shall be packaged collectively in one (1) sealed container and submitted to ERS.	I.B.4.a. – I.B.4.b.
<input type="checkbox"/> Executed RFP Signature Pages signed in <i>blue ink</i> (Appendix A)	I.B.8.
<input type="checkbox"/> Executed Data Security and Breach Notification, signed in <i>blue ink</i> (Appendix D)	I.B.14. – I.B.14.a.
<input type="checkbox"/> Executed Business Associate Agreement, signed in <i>blue ink</i> (Appendix C), this appendix is a preferred submission	I.B.15.
<input type="checkbox"/> Executed Contractual Agreement, signed in <i>blue ink</i> (Appendix B), this appendix is a preferred submission	I.B.16.
<input type="checkbox"/> Confidential and Proprietary Schedule	I.B.23.
<input type="checkbox"/> First two (2) CD-ROMs shall only contain copies of all information that the TPA considers to be its confidential and/or proprietary information . These CD-ROMs shall be labeled “ Confidential and/or Proprietary Information .” Second two (2) CD-ROMs shall only contain copies of all information that the TPA considers to be its public information . These CD-ROMs shall be labeled “ Public Information .”	I.B.24. – I.B.24.a.
<input type="checkbox"/> HUB Designation Confirmation	I.B.25.
TAB II Proposal Evaluation Criteria	II.
<input type="checkbox"/> Minimum Requirements (<i>evidence of the TPA’s satisfaction of Requirements</i>)	II.B.1 – II.B.4.
<input type="checkbox"/> Preferred Criteria (<i>evidence of the TPA’s satisfaction of Criteria</i>)	II.C.1 – II.C.2.
TAB V Proposal Response – Information and Format	V.
<input type="checkbox"/> Price Proposal Responses	V.A.1. – V.D.
TAB VI Communication Requirements	VI.

<input type="checkbox"/> Provide draft copies of all proposed marketing materials to include, but not be limited to: power point presentations, scripts for presentations, newspaper/press releases, billboard, television, and radio advertisements for GBP (AE) or for any other GBP-specific purpose	VI.A. and VI.B.4.
<input type="checkbox"/> Provide sample copies of all forms and procedures required by or used by the TPA in administering the various coverages	VI.A.6.
<input type="checkbox"/> Provide a proposed draft of the Master Benefit Plan Document via hard copy and on CD-ROM	VI.C.5. and C.5.a.
<input type="checkbox"/> Provide a report evidencing Section 508, Level 1 compliance	VI.D.1.b
<input type="checkbox"/> Provide a format of the TPA's proposed test website on CD-ROM to include: <ul style="list-style-type: none"> • Active URL address to access proposed GBP-specific FY 2013 TEST website; • Proposed screen shots of ALL web materials in the required GBP website format (draft copies); and • Instructions on how to access the Test website. 	VI.D.2.a.
TAB IX Organizational Information	IX.
<input type="checkbox"/> Organizational Information Responses and Requested Materials	IX.A.1. – IX.D.6.
TAB X Deviations	X.
<input type="checkbox"/> Deviation Responses	X.A.1. – X.A.14.
TAB XI Interrogatories	XI.
<input type="checkbox"/> Interrogatory Responses and Requested Materials	XI.A.1. – XI.I.7.a.

NOTE: Keep this Checklist for your records. Do not return with your submission.

Request for Feedback

Employees Retirement System of Texas

The Employees Retirement System of Texas, Benefit Contracts Division, periodically publishes requests for proposals, applications or information and is interested in your organization's feedback regarding our request. To assist the Benefit Contracts Division in creating future requests, we would be interested in knowing how we could improve our solicitation process or how we could make our request more user-friendly. Please take a moment to answer the following questions and return it at your earliest convenience.

1. Did your organization submit a bid?
 Yes
 No
2. If No, why did your organization elect not to bid? (Check all that apply)
 Timing, not enough time to complete bid
 Contract Provisions/Parts of the Contract
 Complexity of RFP
 Other:

3. Please elaborate on question #2 or provide other reasons for not submitting a bid.

4. Please provide any suggestions that might improve the bid process.

Additional Comments

About Your Organization

Name _____ Contact Email _____
Address _____ Phone _____
City, State, ZIP Code _____

An ERS representative may, if necessary, contact you by email or telephone for further clarification of your responses.

Thank you for your consideration and participation!

I. Instructions

A. Request for Proposal (“RFP”) Summary

- A.1. **Introduction.** ERS is soliciting Proposals from qualified third-party administrators (“TPA”) and/or insurance carriers to provide administrative services for the self-funded Short-Term Disability Income Benefits (STD) Plan and administrative or insurance services for the Long-Term Disability (LTD) Income Benefits Plan for Participants covered in the Texas Employees Group Benefits Program (“GBP”) beginning September 1, 2013 through an initial term of August 31, 2017. The prospective administrator or insurance carrier will be referred to as TPA throughout this RFP. The TPA shall provide services for the level of benefits required in the RFP and meet other requirements that are in the best interests of ERS, the GBP, its Participants and the state of Texas, and shall be required to execute a Contractual Agreement (“Contract”) provided by, and satisfactory to, ERS.

In order to be eligible for consideration, the TPA must offer a proposal on both the STD and LTD plans. The TPA shall offer a proposal on the STD services described in this RFP on a self-funded basis. The TPA shall offer a proposal on the LTD services described in this RFP as described below.

- A. Administrative Services Only (“ASO”); and/or
- B. Fully Insured.

Qualified TPAs may submit a Proposal and bid response materials to provide services under one or both of these administrative models. In addition, ERS would consider alternate funding arrangements that may be alternatives to its current preferred funding arrangement. ERS reserves the right to select a TPA that provides the best value for the services, regardless of the proposed model or options.

ERS is seeking a TPA who can provide an advanced suite of services at a “best in class” level for disability benefits administration. The scope of services for the administration of this benefit shall include, but shall not be limited to, a proven ability to:

- Develop innovative solutions for the overall management of the GBP disability program;
- Deliver superior customer service;
- Provide cost containment strategies through disability management programs;
- Store and query disability program data within a flexible and robust reporting system;
- Automate claim reporting and like processes;
- Support auditable processes and procedures; and
- Administer the program in accordance with ERS’ Master Benefit Plan Document (“MBPD”).

- A.1.a. A TPA wishing to respond to this request shall meet all of the minimum requirements as referenced in Article II of the RFP. A Qualified TPA shall submit a proposal (“Proposal”) to provide Disability services as specified herein.

- A.2. **Disability Claims Data.** It is currently not possible to provide data across all employee groups. As a result, not all of the data that a TPA may request in preparing its response to this RFP will be available. ERS will provide Disability Claims Data as described below:

- A.2.a. **Appendix P.** All paid disability (LTD and STD) claims during the period of March 1, 2011 through August 31, 2012.

- A.2.b. **Appendix F, Exhibit N.** A listing of all open, closed and pending claims as of August 31, 2012 which includes all claimants who were approved or pending at any time since September 1, 1999.

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All material found in this Request for Proposal, including all attachments incorporated therein, are Copyright 2012 by Employees Retirement System of Texas. Any use of materials from this Request for Proposal or an attachment thereto, including reproduction, modification, distribution or republication, without the prior written consent of Employees Retirement System of Texas, is strictly prohibited.

A.2.c. **Appendix F, Exhibit P.** State of Texas Group Financial Experience Summary Exhibits file contains the financial experience through August 31, 2012 for the STD and LTD plans.

A.2.d. **Appendix T.** A Census Data listing will illustrate the eligibility for September 2012 using the most current eligibility information.

FAILURE TO PROVIDE PROPOSALS IN THE FORMAT REQUESTED MAY RESULT IN THE TPA BEING ELIMINATED FROM FURTHER CONSIDERATION. ALL PROPOSALS SHALL BE VALID THROUGHOUT THE ENTIRE RFP PROCESS AND ANY RESULTING CONTRACT TERM.

A.3. **Schedule of RFP Process.** The RFP process and Contract award shall be conducted in accordance with the following schedule, unless notified otherwise by ERS.

On or After October 5, 2012	12:00 p.m. (CT)	RFP is available on ERS' website. To access the RFP, the TPA shall email a request to: ivendorquestions@ers.state.tx.us A USERID and Password will be provided only to those qualified bidders requesting access to the secured sections of the RFP. The TPA is prohibited from contacting agency employees, officials, and ERS' consulting actuaries regarding any aspect of the RFP by telephone or in person throughout the bid process other than as directed by ERS.
October 17, 2012	4:00 p.m. (CT)	To register for the Bidders Web Conference, send requests to: ivendorquestions@ers.state.tx.us Bidders Web Conference will be hosted by ERS to provide additional information on the background of ERS, Disability Program, and review the Disability RFP process. There will be an opportunity to ask questions at the conclusion of the conference.
October 23, 2012	3:00 p.m. (CT)	Bidders Web Conference
October 26, 2012	4:00 p.m. (CT)	Submission deadline for ALL RFP questions. RFP questions should be submitted to: ivendorquestions@ers.state.tx.us

November 21, 2012	12:00 Noon (CT)	<p>The TPA is required to submit all bid materials in the formats reflected below in one (1) sealed container:</p> <ul style="list-style-type: none"> • One (1) fully executed; "Original"; • Four (4) identical printed hard copies; • Two (2) identical copies of the entire Response is provided on CD-ROMs; • One (1) CD-ROM that only includes all Confidential and Proprietary information; and • One (1) CD-ROM that only includes all Public Information. <p>No PDF documents may be reflected on the CD-ROMs with the exception of sample GBP-specific marketing materials, financial statements, and audited financial materials.</p> <p>Submit Bid Materials to:</p> <p>Robert P. Kukla, Director of Benefit Contracts Employees Retirement System of Texas 200 E. 18th Street; P. O. Box 13207 Austin, Texas 78701; 78711-3207 RE: Disability RFP Proposal</p>
TBD		Bid finalists may be required to participate in a face-to-face or teleconference interview session that will be announced at an ERS designated time and location. Required TPA participants and interview guidelines will be provided if an interview appointment is extended by ERS.
February 19, 2013		ERS Board selects TPA
July-August 2013		Annual Enrollment ("AE") Period
September 1, 2013		Contract begins

ERS RESERVES THE RIGHT TO EXTEND ANY AND ALL DEADLINES ABOVE, TO REJECT ANY AND ALL PROPOSALS, OR TO ISSUE A NEW RFP AT ANY TIME, IN ITS SOLE DISCRETION. ERS WILL NOT NOTIFY RESPONDENTS UNLESS THEY ARE SELECTED FOR INTERVIEWS OR ENGAGEMENT.

A.4. The TPA is responsible for reviewing ERS' website: https://www.ers.state.tx.us/community_group.aspx?groupid=2&view=contracts which provides instructions on how to receive access to the RFP materials. ERS' website provides interested TPAs with background information, which includes: http://www.ers.state.tx.us/Employees/Insurance/Short-term_Disability/ and http://www.ers.state.tx.us/Employees/Insurance/Long-term_Disability/. The information contained in this RFP offering provides instructions for the TPA to submit a Proposal to ERS' RFP and specifies a deadline for the submission of questions as reflected in the table provided in Section I.A.3. above and Sections I.B.3. – I.B.3.a. below.

B. General Information

Through the GBP, active employees are eligible for short-term disability and long-term disability income plans. The disability income plans are funded solely by the programs' participants. Employees of the state are covered with three (3) distinct benefits: sick days which provide compensation for time off due to illness/injury at 100% salary replacement, optional STD and optional LTD.

Article IV. *Disability Coverage* provides details on eligibility and participation, funding sources, coverages and Program administration that apply to this GBP benefit.

- B.1. **Agent of Record.** ERS shall not designate an Agent of Record or any other such company employee or commissioned representative to act on behalf of either ERS or the TPA. Any requests for ERS to provide such designation shall be rejected.
- B.2. **News Release.** Prior written approval by ERS shall be required for any news releases regarding a Contract awarded to a TPA. Additional requirements regarding the management of news releases are further outlined in Sections VI.A.9. – VI.A.9.d.
- B.3. **Inquiries.** Questions regarding ERS and/or the RFP shall be submitted via email no later than 4:00 p.m. CT on October 26, 2012. Questions received later than the date and time shown in Section I.A.2. above, shall not be answered.
- B.3.a. In its sole discretion, ERS shall post the question and response that it deems appropriate on ERS' website in a timely manner. Such inquiries should be directed to:

Robert P. Kukla, Director of Benefit Contracts
Email: ivendorquestions@ers.state.tx.us

- B.4. **Proposal Submission.** All bid materials shall be packaged collectively in one (1) sealed container and submitted to ERS as noted below. ERS may not consider a Proposal unless the original and all required copies and CD-ROMs are received by ERS at the appropriate address no later than 12:00 Noon CT on November 16, 2012. The mailing label for the Proposal shall be clearly marked as: *Disability RFP Proposal*.
- B.4.a. The one (1) printed "Original" (which shall be labeled as such) and four (4) additional printed copies, which shall be labeled "copy", shall be submitted with all requested supporting documentation, including, but not limited to, the Data Security and Breach Notification (see Sections I.B.14. and I.B.14.a. below), and Signature Pages, (see Section I.B.8 below) executed in **blue ink**.
- B.4.b. The remaining two (2) copies of the entire Response, which includes **all** Confidential and Proprietary and **all** Public Information, shall be submitted via CD-ROMs in Excel and/or Word format and labeled *Disability RFP Proposal Duplicate*. **No PDF documents may be included on the CD-ROMs with the exception of sample GBP-specific marketing materials, financial statements, and audited financial materials.**
- B.4.c. For instructions relating to the submission of Confidential and/or Proprietary Information in response to this RFP, please refer to Sections I.B.24. – I.B.24.a. below.
- B.4.d. ERS is not responsible for receipt of any Proposal that is not labeled, packaged or delivered properly. All bid materials shall include complete, properly executed, and detailed supporting documentation as required.

The TPA shall mail or deliver its sealed Proposal to ERS at the following address, as applicable:

For Couriers: Robert P. Kukla, Director of Benefit Contracts
Employees Retirement System of Texas
200 E. 18th Street
Austin, Texas 78701
RE: Disability RFP Proposal

For U.S. Mail: Robert P. Kukla, Director of Benefit Contracts
Employees Retirement System of Texas
P.O. Box 13207
Austin, Texas 78711-3207
RE: Disability RFP Proposal

- B.5. **Retention of Proposal.** All Proposals submitted become the sole property of ERS.

- B.6. **Notification of Withdrawal of Proposal.** A Proposal may be withdrawn prior to the date and time specified for Proposal submission with a formal written notice by an authorized representative of the TPA and accepted by the Executive Director of ERS.
- B.7. **Order of Proposal Materials.** The TPA shall submit its Signature Pages, as well as all Proposal materials, in the order prescribed in the *RFP Deliverables Checklist* located behind the *Table of Contents* contained in this RFP.
- B.8. **Signature Requirements.** The Chief Executive Officer or other authorized officer who is at a Vice President or higher level of the TPA shall execute, in *blue ink*, the Signature Pages referenced as Appendix A, which is a part of this RFP. The signature of the TPA's authorized representative on the Proposal's signature page and all other related documents submitted by the TPA reflects the TPA's agreement with the truth and accuracy of all statements, warranties and representations contained in the Proposal and other documents submitted by the TPA. The signature further reflects the TPA's authorization for ERS to rely on same for all purposes in connection with the RFP/Proposal process.
- B.9. **Supplements to RFP.** In the event that it becomes necessary, at ERS' sole discretion, to revise any part of this RFP, or if ERS determines that any additional information is needed to clarify the provisions of this RFP, supplemental information shall be provided to each TPA that has indicated interest in this RFP. However, ERS shall not be bound by any deviations from or to this RFP unless ERS specifically agrees in writing to the specific deviation.
- B.10. **Reserved Rights.** Section 1551.212, Texas Insurance Code ("TIC"), specifies that ERS retains the right to approve the Proposal of the TPA that is in the best interests of the employees, retirees and their dependents covered under the Texas Employees Group Benefits Act ("the Act"), Chapter 1551, TIC, and further that ERS is not required to select the lowest proposed rate, but shall take into consideration other relevant criteria, including the TPA's ability to service contracts, past experience, quality, financial stability and other factors as ERS may require. Evaluation criteria are described in Article II, *Proposal Evaluation Criteria*, of the RFP. ERS staff and Board of Trustees ("Board") may determine that other factors may be considered important based on their review of a TPA's response to the RFP and the Interrogatories. ERS and the TPA shall enter into a Contractual Agreement acceptable to ERS and in which shall include, but not be limited to, the Contractual Agreement identified in Appendix B.
- B.10.a. ERS reserves the right to reject any and all Proposals submitted that do not fully comply with the RFP's instructions and criteria, including minimum requirements for the TPA as reflected in Sections II.B.1. – II.B.4., and call for new Proposals if deemed by ERS to be in the best interests of ERS, the GBP, its Participants and the state of Texas. ERS is under no legal requirement to execute a Contract on the basis of this RFP.
- B.10.b. ERS specifically reserves the right to revise any or all RFP or Contract provisions at any time prior to ERS' execution of a Contract where ERS deems it to be in the best interests of ERS, the GBP, its Participants and the state of Texas. Furthermore, the selected TPA agrees to act in good faith and to cooperate with ERS in the execution of any document necessary to effect a change to the RFP or Contract, following execution of the Contract by ERS, if ERS deems it to be in the best interests of ERS, the GBP, its Participants and the state of Texas.
- B.10.c. The Contract will be awarded to a TPA that in the opinion of the Board, is best qualified to perform the services for a fair and reasonable price, taking into consideration the TPA's demonstrated competence and qualifications.
- B.10.d. The TPA understands and agrees that ERS reserves the right to accept or reject the submitted administrative fees for the Disability coverages, as reflected in Article IV. Therefore, the TPA agrees to cooperate with ERS and its representatives and to negotiate in good faith in connection with any proposed administrative fees submitted in response to this Proposal.
- B.10.e. ERS reserves the right to modify the performance requirements and plans during this RFP process or Contract term.

- B.11. **Costs incurred for Proposal preparation.** ERS will not pay any costs incurred by the TPA prior to execution of a Contract. Issuance of this RFP in no way obligates ERS to award a Contract or to pay any costs incurred by the TPA in the preparation of an offer or Proposal.
- B.12. **Prohibited Interest.** Except as a Participant in the GBP, a member, Board member, or employee of ERS may not have a direct or indirect interest in the gains or profits of any Contract executed by ERS pursuant to this RFP, and may not receive any payment or emolument for any service performed for the TPA.
- B.12.a. In the case where a Board member or employee of ERS receives any payment from the TPA for any services performed for the TPA, for being awarded the Contract or for any gains or profits from any Contract executed by ERS pursuant to this RFP, ERS may terminate its relationship with the TPA immediately, and ERS reserves the right to seek any legal, equitable or contractual relief to which it may be entitled. Under such circumstances, the TPA shall complete any outstanding transactions with ERS as soon as possible. In its discretion, ERS may choose not to consider any future Proposals from such TPA.
- B.12.b. By submitting its Proposal, the TPA warrants and represents that it does not have, nor shall it permit, any actual or perceived conflicts of interest that would impair its ability to perform the services required by the Contract in the best interests of ERS, the GBP, its Participants and the state of Texas. The Contract shall have additional requirements in this regard.
- B.13. **HIPAA.** As a business associate of ERS, the TPA shall comply with all privacy protections as provided in Tex. Health & Safety Code Ann. Chapter 181 (Vernon 2010) and in the "Privacy Rule" adopted pursuant to the federal Health Insurance Portability and Accountability Act of 1996 [Pub. L. No. 104-191], amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and the implementing regulations issued and amended by the U.S. Department of Health and Human Services Secretary (45 C.F.R. Parts 160 and 164) (hereinafter referred to as "HIPAA").
- B.14. **Business Associate Agreement.** The TPA is hereby notified that the execution of the Business Associate Agreement ("BAA") attached as Appendix C is a preferred submission requirement of this RFP. It includes additional duties and obligations the TPA is required to provide or perform. ERS prefers that the BAA be signed and returned without amendments or revisions with the Proposal submission. However, if a TPA in good faith determines that it does not agree with any of the provisions of the BAA in the form attached as Appendix C, the TPA may elect not to return an executed BAA with its Proposal, but must submit deviations to the BAA's terms, which must be provided in accordance with Section X.A.10.a. of this RFP. Any such deviations will be considered by ERS; however, ERS will not be obligated to accept or agree to any such deviations, and ERS may determine in its sole discretion not to proceed with further negotiations with a TPA based upon such deviations. To prevent any misunderstanding, while the TPA's Proposal may be evaluated if returned with deviations, such deviations may themselves form a basis for ERS to conclude that the TPA's Proposal will not be considered further beyond its initial evaluation. Any TPA submitting a signed BAA with its Proposal shall have the BAA executed, in *blue ink*, by the duly authorized officer of the TPA as reflected in Sections I.B.8. and IX.A.9.
- B.15.a. ERS reserves the right to reject any Proposal if the BAA is revised or returned unsigned, and ERS further retains the right to modify the BAA terms and to add additional terms at its discretion. Upon approval of the Proposal, notification to the TPA of its selection by the Board and any clarifications to be required in the Proposal, and upon execution of the BAA by ERS, it is ERS' intent that the written BAA shall be in force.
- B.16. **Contractual Agreement.** The TPA is hereby notified that the execution of the Contractual Agreement ("Contract"), attached as Appendix B is a preferred submission requirement of this RFP. ERS prefers that the Contract be signed and returned without amendments or revisions with the Proposal submission. However, if a TPA in good faith determines that it does not agree with any of the provisions of the Contract in the form attached as Appendix B the TPA may elect not to return an executed Contract with its Proposal, but must instead submit deviations to the Contract's terms, which must be provided in accordance with Sections X.A.10. – X.A.10.a. of this RFP. Any such deviations will be considered by ERS; however, ERS will not be obligated to accept or agree to any such deviations, and ERS may determine in its sole discretion not to proceed with further negotiations with a TPA based

upon such deviations. To prevent any misunderstanding, while the TPA's Proposal may be evaluated if returned with deviations, such deviations may themselves form a basis for ERS to conclude that the TPA's Proposal will not be considered further beyond its initial evaluation. Any TPA submitting a signed Contract with its Proposal shall have the Contract executed, in *blue ink*, by the duly authorized officer of the TPA as reflected in Sections I.B.8. and IX.A.9.

- B.16.a. ERS reserves the right to reject any Proposal if the Contractual Agreement is revised or returned unsigned, and ERS further retains the right to modify the Contractual Agreement terms and to add additional terms at its discretion. Upon approval of the Proposal, notification to the TPA of its selection by the Board and any clarifications to be required in the Proposal, and upon execution of the Contractual Agreement by ERS, it is ERS' intent that the written Contract shall be in force.
- B.17. **Contract Term and Chronology of Responsibility.** The Contract shall be for an initial term beginning September 1, 2013, after the Board has accepted the TPA's Proposal and has notified the TPA of its selection and immediately upon the execution of the Contract by ERS, and extending through the 31st day of August 2017, ("initial contract term") unless terminated, renewed or extended.
- B.17.a. The TPA coverages and services pursuant to the Contract's initial term shall be provided between September 1, 2013 through August 31, 2017. ERS and the TPA also agree and acknowledge that there are duties and obligations specified by the Contractual Agreement to be performed prior to September 1, 2013 and following August 31, 2017, and the parties each agree to perform all such duties and obligations, and all damage provisions including performance guarantees included herein and in the Contractual Agreement shall thereby be in effect. Such prerequisites, duties and obligations include, but are not limited to, the following:
- Selection by the Board is anticipated at the February 2013 meeting.
 - Execution of the Contractual Agreement by ERS' Executive Director after all clarifications have been agreed to and accepted or rejected by ERS.
 - The Contract includes the RFP, the Contractual Agreement including all exhibits, and any other information, duties or obligations the TPA may be required to provide or perform thereto as accepted by ERS and that does not conflict with terms of the Contractual Agreement executed by the parties, and the TPA's Proposal. The Contract includes important requirements that may not be expressly referenced in this RFP.
 - Any and all activities required by the TPA to effectively implement the requirements of the Contract.
 - The TPA shall coordinate and work cooperatively with other GBP vendors as applicable.
- B.18. **Termination of Contract.** In the event that the TPA fails or refuses to perform or it appears that the TPA is not capable of performing some or any of its duties or obligations as provided by the Contract, ERS, without limiting any other rights or remedies it may have by law, equity or under Contract, shall have the right to terminate the Contract immediately. The TPA understands and acknowledges that, notwithstanding any termination of the Contract, certain obligations of the TPA shall survive the termination of the Contract. The Contract expands upon this provision.
- B.19. **Liquidated Damages.** The TPA acknowledges that it is impossible or impractical to estimate certain damages with any degree of certainty. Therefore, the TPA understands and acknowledges that the Contract includes a liquidated damages provision that is in addition to any other remedies that ERS may have in the event the TPA fails or refuses to perform, or it appears that the TPA is not capable of performing, any obligation it may have in connection with the Contract to the satisfaction of ERS. The Contract has additional requirements in this regard.
- B.20. **Contract Implementation.** To ensure the successful implementation and delivery of the TPA's coverages and services associated with the administration of Disability benefits to the GBP and its Participants, the TPA shall provide the proposed dollar value at risk by the TPA in Article V, *Proposal Response – Information and Format*.
- B.20.a. **Implementation Period.** Following selection of a TPA by the Board and upon ERS' execution of the Contract, the TPA shall immediately staff an implementation team and name an implementation project manager. The names, positions and qualifications of the

implementation team shall be communicated to ERS no less than fifteen (15) business days from the award of the Contract. The period of time beginning with the selection of the TPA by the Board and ERS' execution of the Contract to the point at which the TPA assumes full responsibility for the duties specified hereunder, such date being no later than August 31, 2013, shall be known as the "Implementation Period."

During the Implementation Period, the TPA warrants and represents the following:

- The TPA shall maintain appropriate, sufficient and qualified staff, technical capabilities and resources that are fully devoted to the implementation of the Disability Plans. ERS reserves the right to require the TPA to add additional staff or to remove staff from the Implementation Team;
- The TPA shall not permit any current or prospective business, projects or other matters to interfere in any manner with the smooth and timely implementation of the Disability Plans;
- The TPA understands and agrees that time is of the essence in the performance of this Contract and in the implementation of the Disability Plans;
- The TPA acknowledges and agrees that the GBP, its Participants and ERS shall suffer irreparable harm if the Disability Plans are not fully and completely implemented on or before September 1, 2013;
- To the extent the Liquidated Damages and/or Performance Guarantee provisions of the Contract require prior notice, the TPA hereby waives such prior notice during the Implementation Period;
- ERS may immediately assess against the TPA the agreed upon Liquidated Damages and/or *Performance Guarantees* as referenced in Appendix G or pursue other legal remedies available to ERS in the Contract, without prior notice, in the event the TPA fails, refuses or if it reasonably appears that it will fail or refuse to complete or perform or will not be capable of completing or performing any aspect of the Contract in connection with the timely and smooth implementation of the Disability Plans; and,
- All communication materials dealing with the implementation, including Participant communication materials, call center staff training materials, Interactive Voice System ("IVR"), and website design will be provided for ERS' review and approval prior to Implementation.

B.21. **Finalist Interview.** Following ERS' initial review of the RFP Proposals, if the TPA is selected as a finalist, ERS may request that personnel from the TPA, at the TPA's expense, attend a meeting at an ERS-designated location to clarify and answer questions regarding the TPA's Proposal. If ERS deems necessary, a site visit to the TPA may be conducted during the RFP review period at ERS' expense.

B.21.a. If the TPA is selected as a finalist and has been requested to participate in a finalist face-to-face or teleconference interview session, the TPA shall prepare and present a proposed Implementation Plan that will ensure the successful implementation and delivery of services to the GBP and its Participants. The Implementation Plan shall include the following:

- A detailed project plan that will define the manner in which the Implementation project will be managed and guided. The project plan will clearly define all actions, activities and objectives that will be coordinated and the owners of said action and activities.
- A detailed description of all activities the TPA expects ERS to perform related to the Implementation Plan.
- A project schedule that defines the series of tasks, meetings and associated dates for the proposed implementation project to include the timeline with start and end dates for tasks to be completed over the life of the project.
 - Schedules of meetings between the TPA and ERS to facilitate the transition.
 - Schedules of meetings between other contracted vendor(s) and ERS to facilitate transition.
- A Sample Go-Live Contingency Plan as described in Section I.B.21.b. below.
- A list of sample reports relevant to RFP reporting – specific GBP reports will be determined following Contract award.

ERS recognizes that the TPA will have updates and/or amendments to the Implementation Plan to reflect mutually agreed-upon changes as additional work is defined throughout the Implementation Period.

B.21.b. **Sample Go-Live Contingency Plan.** This document captures the priorities and major milestones of activities that shall occur in order to ensure a successful go-live date on September 1, 2013. In addition to reflecting the steps that shall occur along with their

corresponding “drop dead dates,” the document outlines the steps that should be taken to avoid and resolve any disruptions or loss of service. This document also identifies the individuals from each functional area and the escalation path of contact. See Appendix M *Sample Go-Live Contingency Plan*.

- B.22. **Public Information Act.** As reflected in greater detail in Sections I.B.23. – I.B.23.d. below, ERS is required to provide access to certain records in accordance with the provisions of Chapter 552, Tex. Gov’t Code, the Texas Public Information Act (“PIA”), formerly known as the Open Records Act.
- B.22.a. During the evaluation process, ERS shall make reasonable efforts as allowed by law to maintain Proposals in confidence, and shall release Proposals only to personnel involved with the evaluation of the Proposals and implementation of the Contract unless otherwise required by law.
- B.22.b. However, ERS cannot prevent the disclosure of public documents and may be required by law to release documents that the TPA considers to be confidential and proprietary. By execution of the Signature Pages, as further referenced in Section I.B.8. above, the TPA warrants and represents that all information that the TPA in good faith considers to be properly excepted from disclosure under the PIA will be clearly labeled as confidential by the TPA upon submission to ERS. The TPA’s signature further reflects that all documents submitted by the TPA that are not marked “confidential” shall be considered to be public information. All public information in response to this RFP may be fully disclosed by ERS without liability and without prior notice to or consent of the TPA or any of the TPA’s subcontractors or agents.
- B.23. **Disclosure of Information.** In order to protect and prevent inadvertent access to confidential information submitted in support of its Proposal in accordance with the PIA as reflected in Sections I.B.22. - I.B.22.b. above. the TPA is required to supply in good faith and with legally sufficient justification, a separate schedule of all pages considered by the TPA to contain any confidential and/or proprietary information. The TPA shall supply its confidential and/or proprietary information to ERS each time it submits information to ERS, whether in its initial Proposal or in any supplemental information submitted to ERS. The TPA shall submit its confidential and proprietary information in accordance with the instructions given in Sections I.B.24. – I.B.24.a. below.
- B.23.a. By submitting a Proposal, the TPA acknowledges and agrees that ERS shall have no liability to the TPA or to any other person or entity for disclosing information in accordance with the PIA. Furthermore, ERS shall have no obligation or duty to advocate the confidentiality of the TPA’s material to the Texas Attorney General, to a court, or to any other person or entity.
- B.23.b. The TPA further understands and agrees that, upon ERS’ receipt of a PIA request for the TPA’s information, the only information that ERS shall treat as the TPA’s confidential and proprietary information in accordance with the PIA shall be the documents the TPA identifies as required above.
- B.23.c. It is the TPA’s sole obligation to advocate in good faith and with legally sufficient justification the confidential or proprietary nature of any information it provides to ERS. The TPA acknowledges and understands that the Texas Attorney General may nonetheless determine that all or part of the claimed confidential or proprietary information shall be publicly disclosed.
- B.23.d. In addition, the TPA specifically agrees that ERS may release the TPA’s information, including alleged confidential or proprietary information, upon request from individual members, agencies or committees of the Texas Legislature where needed for legislative purposes, as provided for in the PIA, or to any other person or entity as otherwise required by law.
- B.24. **Confidential and/or Proprietary Schedule – Public Information Submission.** In order to protect and prevent inadvertent access to confidential and/or proprietary information submitted in support of its Proposal, each TPA submitting a Proposal to this RFP is required to supply four (4) CD-ROMs. The first two (2) CD-ROMs shall **only** contain copies of all information that the TPA (in good faith, and with sufficient legal justification) considers to be its **confidential and/or proprietary information**. The second two (2) CD-ROMs shall **only**

contain copies of all information that the TPA considers to be its **public** information. The first two (2) CD-ROMs shall be labeled “**Confidential and/or Proprietary Information.**” The second two (2) CD-ROMs shall be labeled “**Public Information.**” The TPA shall supply full and complete copies of all information it submits to ERS in this manner each time it submits information to ERS, whether in its initial Proposal or in any supplemental information submitted to ERS. Otherwise ERS will presume that all information submitted by the TPA that does not comply with this directive is public information subject to disclosure. The documents reflected on the CD-ROMs shall correlate in order and by title to those reflected on the separate schedule required in Section I.B.23. above.

B.24.a. Upon ERS’ receipt of a PIA request, ERS will provide the requestor the information provided on the TPA’s public CD-ROM(s) under the applicable provisions above. If the TPA fails to submit its confidential and/or proprietary information as outlined herein, ERS shall consider TPA’s information to be public, and it will, therefore, be released without notification to the TPA upon receipt of a PIA request.

B.25. **Historically Underutilized Businesses (“HUB”).** ERS makes a good faith effort to assist HUBs in receiving agency contract awards. As appropriate, the TPA shall provide the following information in the submitted Proposal materials:

- a. If Respondent is certified as a Texas HUB, please provide the TBPC VID/Certification Number.
- b. If an engagement is awarded and the TPA plans to engage a subcontractor for all or any of the Contract services, the TPA shall identify all proposed HUB subcontractors. The required forms with video instructions can be found at the following website:

<http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>

B.26. **Subcontractors.** Any planned or proposed use of subcontractors by the TPA related to the management of or access to GBP Participant data shall be clearly disclosed and documented in the TPA’s Proposal and shall not be accepted unless and until agreed to in writing prior to bid award by ERS. The TPA shall be completely responsible for all services performed and for fulfillment of its obligations under the Contract, even if such services are delegated to a subcontractor. The TPA is responsible for ensuring that its subcontractors are licensed by all necessary federal and Texas entities.

The TPA agrees that any and all subcontracts used by the TPA for the purpose of meeting the requirements of the Contract are the responsibility of the TPA. ERS will hold the TPA responsible for assuring that subcontractors meet all of the requirements of the Contract and all amendments thereto. The TPA shall provide complete information regarding each subcontractor used by the TPA to meet the requirements of the Contract.

B.26.a. The TPA shall agree to accept the following administrative requirements:

- A qualified TPA will be required to sign an ERS Contract;
- The TPA shall be solely responsible for all subcontracted activities in support of the benefits and services outlined in any executed agreement with ERS;
- The TPA and any subcontractor utilized to provide any services including, but not limited to: call center, billing, eligibility, claims processing and programming, etc. and in support of any subsequent Contract, shall be located within the United States for the duration of the contracted term; and
- If a TPA subcontracts any part of the outlined benefits and services, the subcontractor(s) are subject to review and acceptance by ERS throughout any contracted term.

B.27. **The Employee Retirement Income Security Act of 1974 (“ERISA”).** As a state government plan, the GBP is not subject to ERISA; however, the TPA shall assume the same fiduciary responsibilities that apply to ERISA plan administrators for all claims processing and payments, adjudication and appeals.

B.28. **Board Rules.** The Board has sole rulemaking authority in connection with the GBP pursuant to Chapter 1551, TIC. In the event of a conflict of laws or regulations, then ERS’ interpretation of the applicability and controlling status of the law or rules shall control. The Board Rules are located at Title 34, Part 4, Tex. Admin. Code. The Board Rules, including any amendments, are a part of any Contract executed in accordance with this RFP process for all

purposes as if they were contained verbatim therein. The TPA agrees to comply with all such Board Rules, and all applicable federal and Texas laws and regulations.

- B.28.a. The determination of the amount of benefits to which any Participant is entitled shall initially rest with the TPA. However, the final determination of the extent of the benefit to which any Participant is entitled shall be made solely and exclusively by the Trustees in accordance with Article 1551.357, TIC, as amended.
- B.29. **No Solicitation.** An approved TPA shall not use, or otherwise disseminate, copy, or make available to any person or entity, lists of GBP Participants or employees, or any other Participant data to solicit any other insurance coverage, annuity products, or any other services or products, unless specifically approved in writing by ERS' authorized representatives. This requirement shall survive the termination of the Contract. The Contract has additional requirements in this regard.

C. General Specifications

- C.1. Changes required by Statute, Regulation, Court Orders, or Program Funding: ERS acknowledges that certain factors may change conditions with regard to the Disability coverages and services provided by the TPA. Some factors that may affect the TPA include, but are not limited to:
- Changes in federal and state statutes, regulations, and new court decisions and administrative rulings;
 - Changes in anticipated funding by the Texas Legislature; and,
 - Changes in the GBP.

The TPA agrees to make a good faith effort to comply with any additional responsibilities or changes to the Disability Plans imposed as a result of the above factors, and other similar factors that may arise, requiring plan design changes and/or an increase or decrease of the TPA's premiums/administrative fees to cooperate with ERS to effect any such changes and to execute any agreements that may be required as a result. However, should a mandated change materially affect the TPA's obligations under the Contract, ERS reserves the right to negotiate with the TPA regarding any administrative fees increase (or decrease) that may be appropriate under the circumstances, as provided in the Contract.

The operational components of the Disability benefits administration are fully described in Article VII, *Operational Specifications*, of the RFP.

C.2. Alternative Benefit Design or Financial Arrangements

- C.2.a. ERS will evaluate Proposals based on the current benefit design and financial arrangement, as well as any alternative administrative and/or financial arrangement proposals considering overall value to ERS. However, ERS reserves the right to revise the benefits and/or financial arrangements should that become necessary due to legislative, budgetary, or other factors. The purpose of this RFP and the subsequent review process is to select the TPA that ERS considers to be most qualified to provide the most effective, efficient and high-quality services, supplies and products to the GBP, its Participants, ERS, and the state of Texas. ERS views the relationship with the TPA as a cooperative one, and nothing contained in this RFP, nor any action taken in the review and approval process, shall prevent ERS from continuing negotiations with the selected TPA after the selection is made.
- C.2.b. The TPA agrees to act in good faith in connection with all such negotiations and in performing all of its services, duties, and provisions of coverage related to the GBP.
- C.3. The TPA shall maintain fidelity and liability insurance coverage throughout the term of the Contract, and any extension, amendment, or renewal thereof. Evidence that such coverage (declaration page of policy) is being maintained throughout the term of the Contract shall be submitted to ERS no later than fifteen (15) business days following the effective date and each subsequent anniversary date of such policy.
- C.4. **Materials.** A copy of all materials to be used by the TPA in administering the GBP benefits shall be provided as requested in Article VI, *Communication Requirements*. The TPA is required to submit proposed marketing and other informational materials in ERS' required format according to deadlines to be set by ERS, including, but not limited to, the MBPD for

the Disability Income Benefits Plan as referenced in Appendix N; the Benefits Book as referenced in Appendix E; in addition to any supplemental information and marketing materials such as call scripts to be used by the TPA customer service representatives. The cost for preparation of these materials for the term of the Contract must be included in the administrative fee and premium rates quoted by the TPA. ERS shall retain the right to review and approve all such documents before distribution.

- C.5. **Service-Oriented Architecture.** ERS is moving toward a service-oriented architecture (“SOA”), which will combine a number of technologies to provide comprehensive and cost-effective technical solutions that will integrate our front-end information (website) and processes (login to the ERS website) with our back-end information systems. SOA deployment at ERS will be incremental and scaled as business processes, opportunities, and capabilities require. An example of such technology would include ERS’ ability to extract XML-tagged content from a GBP Vendor website through the use of “data feeds.” Throughout ERS’ SOA evolutionary processes, the TPA shall provide compliant information in a timely manner and afford all necessary technological support as required by ERS’ staff and consultants.
- C.6. **Claims Payments.** The TPA pays all claims in an accurate and timely manner based on the data provided by ERS and in accordance with all rules described herein and performance standards as described in Appendix G, *Performance Guarantees*.
- C.7. **Administrative Audit.** As plan administrator for the GBP, ERS may access, request, and audit appropriate TPA documents and Participant records as required for purposes of administering the Plan.
- C.8. **Annual Audit of the TPA.** Pursuant to Chapter 1551 of the TIC, ERS shall commission an annual audit of the TPA’s claims administration by an independent auditor to determine the adequacy, timeliness, and accuracy of the TPA’s procedures and performance for the prior plan year. ERS will determine the scope of the audit, and the TPA shall be prepared to fully support the activities of and in good faith cooperate with the auditor. In addition, if ERS or any of its duly authorized representatives or designees request records, data, information, report analysis rebuttals, etc. of the TPA, timely release of all information requested shall be required by the TPA.

The TPA’s support shall include maintaining readily available data that is accessible electronically as well as through hard copy. The TPA shall not designate any “black out” periods of time for any audit conducted on behalf of ERS. Neither ERS nor the Auditor shall reimburse or indemnify the TPA for any cost incurred or any claim that may arise in connection with or relating to these audits.

In addition, ERS or any of its duly authorized representatives or designees shall, during the term of the Contract and until the expiration of seven (7) years after the final payment is made under the Contract, have access to and the right to examine any and all pertinent books, documents, papers and records involving transactions relating to the Contract. In the event there arises any claim, dispute or litigation concerning the Contract, the period of access and examination described above shall continue until the disposition of such claim, dispute, or litigation is final. The Contract has additional requirements regarding audits.

- C.9. **Employee Identification Number.** Current employee, retiree, and dependent(s) (collectively referred to as “Participants”) enrollment reporting is based on each Participant’s unique employee identification number (“ID”). Texas law mandates the removal of Social Security Numbers from ID cards.

The TPA’s system shall have the capability to manage an eleven (11) digit number in its reporting system. The TPA shall be capable of identifying Participants based on the enrollment information submitted by ERS.

- C.10. **ERS Actuary.** ERS retains a consulting actuary to advise the ERS Board, ERS staff and management on insurance and other financial matters related to the GBP. The consulting actuary also assists and advises the Board on benefit plan designs, application reviews, rating analysis, and certain audit related activities as described herein.

- C.11. **TPA Personnel Changes.** The experience and professional qualifications of the TPA project personnel are critical elements to the awarding of the project; therefore, substitutions of or other changes in assigned personnel shall require the prior approval of ERS' Executive Director. In any event, ERS may, at any time, request the removal or reassignment of the TPAs staff, or the staff of any subcontractor, in connection with the TPA's performance under the Contract.
- C.12. **Fiscal/Plan Year.** The Fiscal/Plan Year ("FY"/"PY") begins each September 1st, and ends the following August 31st. The FY/PY shall be determinative for all Contract reporting requirements.
- C.13. **Online Access.** The TPA shall provide to ERS and its designated representatives online access to any information reasonably related to the GBP, its Participants, and the services, coverages, benefits, supplies and products specified hereunder. Such online access, at a minimum, must give ERS the ability to view, download and print such information. Thus, any information regarding the services, coverage, benefits, supplies or products that the TPA is required to perform, deliver or provide in connection with the GBP shall be fully accessible and available to ERS via online access.
- C.14. **Definitions.** A list of definitions applicable to certain terms used in this RFP is referenced in Appendix I, *Glossary of Definitions*.

II. Proposal Evaluation Criteria

A. General Evaluation Information

A.1. **Introduction.** Proposals submitted in response to this RFP shall be evaluated on the basis of the criteria listed below. The criteria are not listed in order of importance. While the criteria provides the basis for an objective evaluation of each Proposal, the experience and judgment of ERS' staff, Board and their advisors shall also be important in the selection process. The criteria include the TPA's response to all items reflected in its Proposal and any clarifications. The criteria may include, but not be limited to:

- Compliance with, and adherence to, the RFP and Contractual Agreement;
- Minimum requirements and preferred criteria as reflected below;
- Experience in underwriting and administering Disability coverages for large group programs;
- Administrative capability;
- Proposed Premium/Administrative Fees;
- Financial strength and stability;
- Legal disclosure requirements;
- Technological capabilities;
- Operating requirements;
- References;
- Site Visits; and,
- Other factors as determined during the evaluation review process.

A.2. ERS reserves the right to reject any and/or all Proposals and/or call for new Proposals if ERS deems it to be in the best interests of ERS, the GBP, its Participants and the state of Texas.

A.2.a. The selected TPA shall adhere to these requirements upon Contract award and throughout the term of the Contract and any renewals or extensions thereof. ERS also reserves the right to reject any Proposal submitted that does not fully comply with the RFP's instructions and criteria. ERS is under no legal requirement to execute a Contract on the basis of this notice or upon issuance of the RFP or receipt of a Proposal.

A.2.b. Proposed deviations from the minimum requirements identified below shall not be considered, and submission of such may disqualify the TPA's Proposal package. Failure to satisfy the mandatory minimum requirements may result in elimination from the evaluation process.

B. Minimum Requirements

Those wishing to respond to the RFP shall demonstrate their competence to perform the services required by ERS, and shall evidence the ability to satisfy each of the following minimum requirements by specifically identifying supporting documentation contained in the TPA's response.

B.1. The TPA shall maintain its principal place of business and provide all services including, but not limited to: call center, billing, eligibility, claims processing and programming, etc. within the United States of America and shall have a valid Certificate of Authority and a third-party administrative license to do business in Texas as a TPA from Texas Department of Insurance ("TDI") and be in good standing with all agencies of the state of Texas, including TDI.

B.1.a. The TPA shall disclose where TPA's principal place of business is located and the location from which the TPA's contracted services will be performed, including, but not limited to: call center, billing, eligibility, etc.

B.2. The TPA shall have been providing the services, requested herein to group benefit plans, at least one of which will have an enrollment of 10,000 covered employees working in multiple locations.

- B.2.a. The TPA shall provide a list of its top five (5) Disability clients, that has at least one with an enrollment of 10,000 covered employees.
- B.3. The TPA shall have a minimum capital and surplus in the amount of \$50 million and have been doing business in Texas for three (3) years as evidenced by a 2011 audited financial statement.
- B.3.a. If the TPA is being financially supported by a sponsor or parent organization/entity, the TPA shall submit its sponsor or parent organization/entity 2011 audited financial statement.
- B.4. The TPA shall have the capability to provide all reports and supporting documentation electronically and in CD-ROM format.

C. Preferred Criteria

Those wishing to respond to the RFP shall demonstrate their competence to perform the services required by ERS, and shall evidence the ability to satisfy (or not), each of the following preferred requirements by specifically identifying supporting documentation contained in the TPA's response.

- C.1. The TPA shall have experience working with and/or extensive knowledge of applicable Texas and federal laws and regulations affecting the GBP.
- C.2. The TPA shall have experience working with and/or extensive knowledge of public or governmental benefit plans that are not subject to ERISA.

III. Financial Requirements and Structure

A. Contractual Basis

The disability coverages described herein are to be provided under the following contractual basis:

- A.1. The STD coverage described herein is to be provided on a self-funded basis. The administrative contract to be issued in accordance with specifications for this coverage will involve no insurance or reinsurance. The contract will be for administrative services only.
- A.2. The LTD coverage described herein will be provided on either a self-funded or fully insured basis.

B. Administrative Fees

The administrative fees will cover the TPA's full cost of administration, including the following Standard Services:

- Communication;
- Claim processing and adjudication;
- General administration;
- Disability management services;
- Underwriting of individual applications for coverage;
- Actuarial, legal and other technical assistance; and
- Reporting.

C. Employee/Retiree Contribution Requirements

For the coverages described herein, ERS will establish contribution rates using a rate structure similar to that currently in effect and described in these specifications.

Rudd & Wisdom, the current consulting actuary for insurance, works in cooperation with the Underwriting and Reporting unit of ERS and with assistance from the TPA to develop recommended member contribution rates for the Disability Plans. These rates will be established at a level to provide for anticipated benefits, reserves, retention and/or administrative expenses, as appropriate for each of the coverages and presented to the ERS Board of Trustees (Board) for approval.

- C.1. The current member contribution rates for STD and LTD are included in Appendix F, *Data Supplement Instructions and Supplement*.

D. Funding Methodology

Under the current self-insured arrangement, ERS will collect the contributions each month and hold such contributions in Fund 973 which is designated solely for the payment of expenses incurred under the GBP.

- D.1. **Alternate Funding Methodology.** As part of this proposal request, ERS would consider alternate funding arrangements that may be alternatives to its current preferred funding arrangement described above. In the event that the TPA is to propose an alternate funding arrangement (i.e. established line of LOC or prefunded account structure), TPA shall provide a full description of the proposed alternate arrangement(s) within its bid proposal. All associated fees of an alternate arrangement are to be clearly noted and incorporated within the Article V. *Proposal Response – Information and Format*.

E. Fees for Alternative Arrangements

- E.1. Any costs associated with the establishment of alternate funding methods (e.g. Line of Credit, etc.) should be noted within the TPA's proposed Administrative Fees but clearly described and disclosed as Fees for Alternative Arrangements.

- E.2. Disability Cost Management Fees. Any fees associated with vendors cost management programs including, but not limited to, (i.e., quality assurance, fraud and surveillance);

F. Payment Methodology

- F.1. ERS will remit Disability administrative fees and/or insurance premiums to the TPA within forty-five (45) days of the due date of such amounts (i.e. within fifteen (15) days of the end of the month for which such fee is applicable).

- F.2. **Reimbursement of Claims.** The TPA shall process and pay all self-funded claims submitted under the plan as described herein and in the Contract. The claims shall be paid by the TPA through the issuance of drafts or through Electronic Funds Transfer from the TPA's account prior to reimbursement from ERS. On the first business day of each week, the TPA shall present a voucher to ERS requesting reimbursement for all payments actually made by the TPA during the previous week. ERS will use reasonable efforts to process and submit the voucher to the Comptroller of Public Accounts ("CPA") for payment within five (5) business days following receipt of the voucher. It is anticipated that payment authorization from CPA shall be returned to ERS within four (4) business days and, upon receipt by ERS, shall be immediately deposited into the TPA's account at its designated financial institution via wire transfer. Although the TPA shall be responsible for maintaining sufficient funds to provide for the costs incurred, the TPA shall take on no risk for the sufficiency or collection of plan contributions on self-funded coverages. Due to the timing of the claims reimbursements, the TPA may be required to advance up to three (3) weeks of its own resources for claim payments. It is expected that in the first year of the Contract, three (3) weeks of claim payments will average approximately \$700,000 for STD and \$1.5 million for LTD.

In the event that the voucher is not presented to ERS as specified herein, ERS' Finance division will make reasonable efforts to contact the TPA by telephone and email to obtain the voucher. ERS then will follow the process described in Section III.E.2. above.

G. Annual Experience Accounting

Within ninety (90) days of the end of each Contract year, the TPA will provide a detailed financial report covering the disability plans. The report will include monthly enrollment, administrative fees and/or premiums, paid claims and estimated incurred claims. The report will also provide a listing of outstanding claimants which will include the estimates reserve for future payments.

The reserve determination will be accompanied with full documentation.

In addition, a TPA providing fully insured LTD coverage must provide the information required under Sec. 1551.215 of the Texas Insurance Code.

H. Determination of Renewal Rates

The TPA is required to guarantee all administrative fees and LTD insurance premium rates for forty-eight (48) months, upon execution of the Contract through its initial period August 31, 2017. The renewal rating procedure is to be clearly detailed in the Proposal. ERS reserves the right to terminate the Contract after the initial forty-eight (48) month term.

I. Runoff of Disability Claims Incurred Prior to September 1, 2013

The selected TPA **may** be requested to provide complete claims administration services for claims incurred prior to September 1, 2013. These services would be applicable to three (3) categories of claims:

- Claims in payment status as of September 1, 2013;
- Claims received prior to but still pending on September 1, 2013; and
- Claims incurred prior to September 1, 2013, but submitted on or after September 1, 2013.

A TPA submitting a Proposal hereunder will be required to agree to provide claims administration services in connection with such claims in return for a fee proposed in

accordance with Article V. The decision to utilize such services will be left solely to the discretion of ERS.

J. Other Requirements

The TPA shall provide ERS with such experience data and accounting information as ERS shall reasonably require.

IV. Disability Coverages

This Article presents eligibility and participation, funding sources, coverages and Program administration that apply to this GBP benefit. The Disability coverages are currently self-funded and administered under an administrative services only Contract. ERS will consider proposals for alternative funding arrangements (See *Interrogatories*, Section XI.H.3.).

There are approximately 275 state agencies and higher education institutions that employ GBP Participants. Approximately 225,000 employees are eligible for both short-term disability (“STD”) and long-term disability (“LTD”) coverage. Disability benefits are available to active employees; these benefits are not available to retirees. Disability coverage includes benefits for occupational and non-occupational illness or injury. Disability benefits may be reduced by offsets from other sources of income to which the employee may be entitled such as Social Security Disability payments. Some active employees may not be eligible for Social Security Disability because their higher education Employer does not participate in Social Security.

Generally, the cost of disability coverage is paid by the employee. In a few employing agencies/institutions, the institution pays a portion of the cost of disability coverage. If a percentage of the STD or LTD contribution is paid by the employing agency/institution, then a corresponding percentage of disability benefits received are subject to FICA and/or federal income tax.

The Disability Plan does not currently include programs that are intended to assist a disabled individual in return to work (“RTW”). Further references to RTW are included in Sections XI.G.28. - XI.G.28.a. of the RFP.

A. Amounts of Coverage

- A.1. **STD.** Each active employee may purchase disability income coverage equal to 66% of covered monthly salary up to a maximum benefit of \$6,600 per month, with a minimum monthly benefit of not less than 10% of the covered monthly salary for five (5) months. The maximum covered salary is \$10,000 per month. The STD benefit payable will be reduced and offset by (integrated with) other sources of income to which the insured employee may be entitled; i.e., Workers Compensation, ERS or Teacher Retirement System (“TRS”) disability retirement benefits and other group disability benefits. If Integration is used to reduce STD benefits, 70% of the covered monthly salary is used. A summary of these benefits is represented in *Chart 1: Summary of Income Replacement Benefits* reflected below.
- A.2. **LTD.** Each active employee may purchase disability income coverage equal to 60% of covered monthly salary up to a maximum benefit of \$6,000 per month, with a minimum monthly benefit of 10% of the covered monthly salary for a maximum period of one (1) year. The maximum covered salary is \$10,000 per month. The LTD benefit payable may be reduced and offset by (integrated with) other sources of income to which they may be entitled; i.e., the Primary Social Security Disability benefit, Workers Compensation, ERS or TRS disability retirement benefits and other group disability benefits. If Integration is used to reduce LTD benefits, 70% of the covered monthly salary is used. A summary of these benefits is represented in *Chart 1: Summary of Income Replacement Benefits* reflected below.
- A.3. Currently employees of the state are covered with three (3) distinct benefits: sick days which provide compensation for time off due to illness/injury at 100% salary replacement, optional STD and optional LTD. A summary of these benefits is represented in *Chart 1: Summary of Income Replacement Benefits* reflected below.

Chart 1
Summary of Income Replacement Benefits
March 1, 2012

	Sick Days	STD	LTD
Elimination Period	-0-	30 Days	90 Days
Maximum Covered Salary	Unlimited	\$10,000	\$10,000
Benefit %	100%	66%	60%
Maximum Benefit	Unlimited/month	\$6,600/month	\$6,000/month
Duration of Benefit		5 months	To Age 65
Maximum Benefit from all sources	No limitations	No limitations	70% of salary
Current Employee Premium	0	\$.26/\$100 of covered salary	\$.63/\$100 of covered salary
Subject to Federal Tax	Yes	No	No

A.3.a. Effective March 1, 2012, ERS eliminated the Family Social Security offset for all LTD claimants, including those disabled prior to March 1, 2012. The TPA shall have the ability to administer the offset change.

A.4. **Integration.** STD and LTD benefits when combined with all other disability income sources (Primary Social Security Disability, Workers' Compensation, ERS or TRS Disability Retirement Benefits, and other group disability plans) shall not exceed 70% of the employee's covered monthly salary.

B. Provisions of Coverage

B.1. **STD.** The waiting period (elimination period) is the greater of (a) sick leave, extended sick leave, and sick leave pool, or (b) thirty (30) consecutive days. The waiting period begins after the employee has stopped working on the date an Approved Practitioner certifies the employee as totally disabled. The maximum benefit period is five (5) months.

B.2. **LTD.** The waiting period (elimination period) is the greater of (a) sick leave, extended sick leave, and sick leave pool, or (b) 180 consecutive days. The waiting period begins after the employee has stopped working on the date an Approved Practitioner certifies the employee as totally disabled. The maximum benefit period for mental and nervous conditions is twenty-four (24) months unless the individual is hospitalized or institutionalized; in which case benefits are continued until the employee is released from the hospital or institution.

B.2.a. The maximum benefit period is provided in Chart 2.

Chart 2
Maximum Benefit Duration (MBD) Overview

Age at Disability	Maximum Benefit Duration
Under 60	Payable to age 65*
60-64	Payable for 60 months
65-69	Payable to age 70, or for 12 months, whichever is greater*
70 and over	Payable for 12 months

*Benefits end the first day of the plan month after the Participant attains the prescribed age.

B.2.a. The LTD waiting period was increased from 90 days to 180 days effective September 1, 2012.

B.3. **General Provisions**

B.3.a. Disability Income programs are structured to work in conjunction with each other with coverage provided for both occupational and non-occupational disabilities. The details of the provisions of coverage are provided in the Active Benefits Book as referenced in Appendix E, *Benefits Book for the Group Disability Plan for active employees*.

B.3.b. As of September 1, 2012, the long-term disability insurance waiting period changed from 90 to 180 days. This change structured the disability plans to work in conjunction with each other: coverage under the LTD plan should not begin until benefits under the STD are exhausted.

B.3.c. Both STD and LTD benefits are subject to the preexisting condition provision.

B.3.d. If an employee becomes disabled again after having returned to work for more than 180 days, a new period of total disability begins and a new waiting period must be satisfied.

B.3.e. Employee contributions for Disability coverages are waived when an employee is receiving disability benefits from that coverage.

B.3.f. The limitations and exclusions relating to disability are listed in the appropriate document reflected in Appendix N, *Master Benefit Plan Document for Disability Income Benefits Plan*.

B.3.g. The time period for filing claims for disability benefits is twelve (12) months following the date of the onset of the disability.

B.3.h. Effective September 1, 2000, disability coverage continues for those employees on a Leave Without Pay ("LWOP") status for up to twelve (12) months as long as the premium is paid. An active employee who elects coverage prior to the occurrence of LWOP is eligible for disability coverage.

C. **Eligibility for Coverage**

ERS is responsible for determining the eligibility of Participants in the GBP and for reporting coverage.

The TPA shall verify Disability coverage(s). The TPA shall support a process whereby TPA shall electronically access or interface to ERS' enrollment system by all departments involved in customer services, claims adjudication, and eligibility enrollment administration. Requirements specific to electronic access and file interfaces are fully described in Section VIII. A.

D. **Enrollment**

GBP Participants are responsible for their own benefit elections. Benefits enrollment for Participants is made available via online access and by contacting ERS during the prescribed AE period following employment. The Participant may be asked to complete a paper form for reporting a Qualifying Life Event ("QLE").

D.1. STD and/or LTD coverages may be selected within thirty (30) days after the date of employment. Any employee wishing to enroll in STD and/or LTD after thirty (30) days from the date of employment may enroll only through the EOI process during AE, QLE, etc., and these elections are subject to the approval of the TPA. If approved, the preexisting conditions provision will apply.

D.2. GBP Disability Coverages enrollment for the beginning of Fiscal Year 2013 is illustrated in Chart 3.

**Chart 3
GBP Disability Coverages Enrollment
September 1, 2013**

Coverage	Plan Type	Funding	Member	Covered Payroll
Disability	Short Term	Self-Funded	106,803	370,043,732
Disability	Long Term	Self-Funded	89,690	339,782,422

D.3. Annual Enrollment (AE) Period

ERS may conduct AE each year prior to September 1. During each AE, Participants may change benefits elections, add or drop dependents from eligible coverages for medical, dental and optional benefits for the upcoming fiscal year cycle. GBP Participants may also apply through the EOI process to add disability coverage. The TPA shall be required to administer the Disability benefit in accordance with all state and federal laws and regulations that ERS determines are applicable to the GBP.

D.4. These election changes become effective on September 1 following AE. Changes to disability coverage become effective following the Plan administrator's approval of the coverage through the EOI process. AE is generally during held during the month of July. There are a number of obligations associated with AE that the TPA shall be required to perform before and after the commencement of the initial Contract term to meet the obligations of AE.

D.5. In 2012 for Fiscal Year 2013, ERS held 88 AE fairs throughout the state of Texas which vendors are expected to attend and provide written materials in support of these enrollment fairs. A full description of AE responsibilities is provided within Article VI. *Communication Requirements*.

E. Complaints

The TPA's Participants shall follow ERS' complaint and grievance process. If the Participant is not satisfied with the TPA's resolution, the Participant may go through the grievance process found in the Rules of ERS, Title 34, Part 4, § 81.9 of the Texas Administrative Code.

F. Process for Grievance and Appeals

Below is a general outline of the grievance and appeals process:

1. If a claim for benefits is denied, the Participant must first appeal the denial to the TPA, the TPA shall provide the Participant with a written explanation including the specific reasons for the denial.
2. If the Participant does not agree with a claim denial, he may call or write to the TPA and request that the claim be reviewed. Additional information may be submitted with the request for review.
3. If the claim is again denied, the TPA shall furnish instructions to the Participant on how to file a grievance with ERS. The grievance must be in writing, signed and postmarked or received by ERS within ninety (90) days of the date of the TPA's letter to the Participant. After a grievance is filed with ERS, ERS shall notify the Participant of the decision in writing. Certain Participants who do not accept ERS' decision may appeal the decision to the designee of the ERS Board of Trustees provided the decision grants a right of appeal. This appeal must be in writing, signed and postmarked or received by ERS within thirty (30) days of the date the decision is mailed by certified or first class mail.

F.1. Grievance and Appeals. The TPA's grievance procedure shall be in compliance with all applicable statutes and regulations.

- F.1.a. Section 1551.352 of the TIC provides that the Executive Director of ERS has exclusive authority to determine all questions relating to eligibility or payment of claims arising from programs or coverage provided under the GBP. A decision by ERS under this Article may be appealed, if appeal rights are available, only to the designee of the ERS Board of Trustees. An appeal to the Board's designee is a contested case under Chapter 2001, Tex. Gov't Code, and hearings are currently conducted by referral to the State Office of Administrative Hearings ("SOAH"). SOAH's recommendation in an appeal is submitted to the Board's designee for a final ERS decision. Any further appeal of ERS' decision goes to the state district court in Travis County, Texas, and the standard of review is by "substantial evidence." Appeals of plan design features are not available (see 1551.356(b) of the TIC), and the administrative appeal process under Section 1551.355, TIC, is the exclusive remedy available to a Participant whose claim is denied.
- F.1.b. The Rules of the ERS, Title 34, Part 4, § 81.9 Tex. Admin. Code, describe the Grievance Procedure available to a person participating in the GBP and is attached as Appendix J.
- F.1.c. The TPA shall provide support for the Grievance and appeals functions. Among these requirements are the TPA's maintenance of adequate staff to produce grievance rights letters to Participants who request ERS' review of a claim determination, to provide applicable medical and claim/application related opinions and records to ERS, to conduct professional staff reviews of claim determinations and the provision of legal representation to the TPA in administrative hearings under Chapter 1551, TIC and Chapter 2001, Tex. Gov't Code.

V. Proposal Response – Information and Format

Included in this Article are the formats to be followed in presenting the TPA's proposed monthly administrative fees and/or premium rates for each plan of coverage.

The following information is provided to assist the TPA in developing its response:

A. General Information

- A.1. **Enrollment.** The Enrollment assumptions shown in Appendix F, *Data Supplement Instructions and Supplement*, will be utilized by ERS in comparing and analyzing administrative fees and premium rates. While these enrollment assumptions are ERS' best estimate of Fiscal Year 2013 enrollment and will be utilized to facilitate proposal analysis, the TPA must recognize that a variety of factors will influence actual enrollment. These factors include, but are not limited to, increases in employee salary, changes in payroll deduction amounts, etc.
- A.2. **ERS Administrative Expenses.** The Act provides that ERS may withhold a portion of the total contributions under the program to provide for ERS' administrative expenses. ERS is not presently withholding for administrative expenses, and it has not made a decision with respect to the withholding of such an amount for Fiscal Year 2013.
- A.3. **Premium taxes.** In accordance with Chapter 1551, TIC, no premium, maintenance or administrative services taxes or fees will be levied on coverages provided under the GBP. The TPA selected to administer the coverages described herein should not include recovery of such taxes or fees in the fees proposed.
- A.4. **Administrative Fee Guarantees and Adjustments.** The administrative fees contained in the TPA's Proposal must be guaranteed for the period September 1, 2013 and ending on August 31, 2017.
- A.5. **Proposal required.** To be eligible for consideration, the TPA must complete Section C below.
- A.6. **Legislative Mandate.** If, subsequent to the submission of a Proposal prepared in response to these specifications, federal or state legislation or regulation is enacted or interpreted in a manner which materially impacts the coverages which are the subject of this RFP, ERS shall enter into good faith negotiations with the TPA selected to administer the plan to arrive at mutually agreeable adjustments to the administrative fees submitted in response to these specifications so as to appropriately reflect the anticipated impact of such legislation.

B. Enrollment Assumptions

To facilitate Proposal analysis, the following enrollment assumptions will be utilized:

August 2012 enrollment is located in Appendix F, *Data Supplement Instructions and Supplement*.

C. Proposed Administrative for Self-funded Coverages

Provide the proposed administrative fees on a per covered employee per month basis for the self-funded STD and LTD coverages.

C.1. Standard Services

Short Term Disability _____ per covered employee per month
Long Term Disability _____ per covered employee per month

C.2. Runoff of Claims Incurred Prior to September 1, 2013. As described in Section III.H, ERS may require the selected TPA to provide complete claims administration services for claims incurred prior to September 1, 2013.

Short Term Disability _____ per claimant per year
Long Term Disability _____ per claimant per year

C.3. Amount placed at risk for *performance guarantees per plan year* \$ _____

Note: The *performance guarantees* shall reflect a total aggregate dollar amount equal to but not less than 10% of the total administrative fee for the Plan. At ERS' discretion, *Performance Guarantees* will be allocated to the various severity levels based on the total amount at risk. Assessments for any single Plan Year will not exceed the total amount at risk.

D. Proposed Premium Rate for Insured Coverages

The TPA shall submit a proposed premium rate on a per \$100 of monthly covered salary basis for the fully insured LTD Plan option.

Long Term Disability: _____ per \$100 of monthly covered salary

E. Alternative Arrangement Fees

The TPA shall provide the following fee arrangements in an a la carte format separate from the administrative fees listed above. The alternative arrangement fees shall include, but not be limited to, the following:

- E.1. Disability Cost Management Fees (i.e., quality assurance, fraud and surveillance);
- E.2. Alternative Funding Arrangement Fees (i.e, line of credit, pre-funded account);
- E.3. Any other applicable Fees for a fully insured product.

VI. Communication Requirements

This Article describes the TPA's requirements in communicating with Participants and potential Participants, employers, ERS staff, and other constituents, as further described herein. The TPA shall administer its plans in a manner consistent with all applicable state and federal laws, regulations and rules of ERS, and at the direction of the ERS Board, its Executive Director, and ERS staff. The cost of the requirements described herein shall be recovered by the TPA only by making provision for such expenses in the TPA's *Proposal Response – Information and Format* in Article V.

The TPA's communication materials designed for the Participants cannot, and the TPA represents and warrants that it shall not, advertise or promote coverage, services, products or materials, other than those relating to the TPA's participation in the GBP. Prior approval of all communication material's design and content shall follow a formal process that requires ERS' documented authorization. In all cases, the TPA is not allowed to disseminate materials or information relating to the GBP program without prior written ERS approval. The final materials used by the TPA shall not differ in form or utility from those approved by ERS.

A. Program-Specific Overview

In all cases, the TPA communication materials, whether disseminated via the Internet, written, or oral form shall be in ERS' required format according to deadlines to be set by ERS and approved by ERS prior to dissemination. The TPA is required to submit to ERS for prior approval draft copies of all proposed marketing materials to include, but not be limited to: Power-Point presentations, all scripts to be used by the TPA's customer service representative and/or for presentations, newspaper/press releases, billboard, television, and radio advertisements for AE or for any other GBP-specific purpose (as required in the latest version of the *Marketing Guidelines for GBP & ERS Vendors*, located in the ERS Style Guide and Usage Manual, Appendix K). The final materials used by the TPA shall not differ in form or utility from those approved by ERS. **The TPA shall provide all finalized AE communication materials no later than sixty (60) calendar days prior to the start of AE.**

The TPA must have a designated communications lead on staff who is dedicated to the ERS program.

- A.1. **Prohibition.** During AE, and any ongoing communication process, the TPA shall not discuss, advertise, distribute, or in any manner allude to coverage, products, or materials other than those explicitly relating to the TPA's participation in the GBP. This product marketing prohibition also applies to the GBP-specific website to be used by GBP Participants.
- A.2. ERS shall review and approve all communication materials designed for GBP Participants and GBP employers or that references the GBP. The TPA shall provide this material electronically in a format that allows for electronic editing. The TPA shall have the ability to customize said material to ERS' specifications. The TPA shall not distribute these communication materials until they have gone through a formal review process at ERS and have received ERS' documented approval authorization. Following this approval, the TPA may not alter the materials in any way.
- A.3. In addition to GBP-specific materials, ERS may suggest refinements to other materials and will work with the TPA to modify materials as needed. These include operating documents such as Explanation of Benefits ("EOB"), claim approval and denial letters, other claims processing documents and promotional items.
- A.4. **TPA Training Requirement.** The TPA's Account Team shall have designated resources available to provide training as needed to ERS staff, employers and GBP Participants. Training may be conducted in person in individual or group settings or via webcast or conference call. Training related to the TPA internal operations shall be provided to ERS Customer Benefits, Benefit Contracts, and Communications and Research staff upon ERS' request. Staff training shall occur on an as needed basis as specified by ERS throughout the year based on changes to operations or plan design and as ERS determines to be necessary. The TPA should have resources sufficient to provide twenty (20) full days of training each year. ERS must approve training agendas and materials for external training.

Training will be designed to meet specific learning goals. The TPA should be able to provide web-based training, in addition to in-person training.

- A.5. **Plain Language Requirement.** The TPA is responsible for a wide variety of communication materials explaining the plan to eligible employees, retirees, and their dependents. ERS requires the TPA to comply with TDI's plain language requirements as outlined in the Texas Administrative Code, Title 28, Part I, Chapter 3, subchapter G § 3.602, and as it may be amended in the future for all communication materials related to the Disability plan. Material submitted to ERS for approval should be at the 8th grade reading level with limited use of jargon. The material shall conform to ERS branding and communication guidelines. In addition, material shall be subject to editing and customization, including legal disclaimers and other standard language.
- A.5.a. Communication to Participants in the Disability s Plan shall be clear and understandable, using terminology familiar to Participants, customized, as required by ERS, to comport with the benefit plan design and approved by ERS prior to dissemination. All of the TPA communication materials shall meet Americans with Disabilities Act ("ADA") requirements for accessibility.
- A.5.b. Communication material shall be available in both print and electronic forms. Certain material, such as Benefits Book, may be made available electronically, only as long as printed materials can be provided upon request to Participants. Accommodations shall be made for individuals with visual and/or hearing impairments in the development, production, and deployment of all communication materials to include web information.
- A.6. **Forms.** Sample copies of all forms and procedures required by or used by the TPA in administering the various coverages must be attached with the Proposal. Except for forms customarily used in membership/enrollment or premium processing which are provided by ERS, the TPA shall provide all other forms such as claims forms, benefits books, and general administrative information pieces. Any cost for these forms should be included as a part of the Proposal administrative fees or premium rates quoted by the TPA. ERS shall retain the right to change or modify such material to accommodate specific needs.
- A.7. **TPA Communication Materials.** ERS will assign a communications account manager to the TPA to manage communication material review and approval. The TPA will assign a communications representative to work with the ERS designee. This representative must be familiar with the applicable GBP program(s). In order to receive document approval, the TPA shall provide to the Communications and Research Division ("CAR") divisional designee for review all communication material that requires pre-approval, at least fifteen (15) business days prior to sending, disseminating or otherwise providing such written or oral communications to any person or entity. On occasion, review and approval may be required in less than fifteen (15) business days. These types of "rush jobs" require prior approval from ERS' CAR divisional designee. The TPA shall regularly review, revise and update, where necessary, all information contained on its website which relates to or may be utilized by any GBP Participants. The TPA shall not disseminate material without prior ERS approval or pressure ERS to advance the timeline as provided herein, other than at ERS' discretion.
- A.7.a. **Communication/Marketing Material Review Process.** Communication materials are considered "approved" when a final, watermarked "printer's proof" or "test email" is delivered to ERS and subsequently approved by the CAR divisional designee, in writing. The TPA may not alter printer's proof in any way without ERS' permission.
- A.8. **Advertising and Other Communications.** The TPA is required to obtain ERS approval for all proposed newspaper, web, social media, billboard, television, and radio advertisements used to promote GBP benefit programs.
- A.8.a. The TPA's failure to receive ERS' approval for the use of GBP-specific communication materials prior to dissemination may result in a monetary assessment as referenced in the *Performance Guarantees* in Appendix G, or implementation of other legal remedies available to ERS in the Contract.
- A.9. **Media Relations, Public Information and Outreach.** As a TPA for the Disability Plan, the TPA may receive inquiries from interested third-parties relating to the TPA's program administration, benefits and/or services. Although information about and generated under

this RFP and the Contract may fall within the public domain, the TPA shall not release information about or related to this Contract to the general public or media verbally, in writing, or by any electronic means without prior approval from the ERS Assistant Director (“AD”) of Benefit Contracts, or designee, unless the TPA is required to release requested information by law.

ERS reserves the right to announce to the general public and media:

- Award of the Contract;
- Contract terms and conditions;
- Scope of work under the Contract;
- Deliverables and results obtained under the Contract;
- Impact of Contract activities; and
- Assessment of the TPA’s performance under the Contract.

Except where ERS’ approval has been granted in advance, the TPA shall not seek to publicize and shall not respond to unsolicited media queries requesting announcement of Contract award, Contract terms and conditions, Contract scope of work, government-furnished documents ERS may provide to the TPA to fulfill the Contract scope of work, deliverables required under the Contract, results obtained under the Contract, and impact of Contract activities. If contacted by the media about this Contract, the TPA agrees to notify the ERS AD of Benefit Contracts, or designee, in lieu of responding immediately to such media queries.

- A.9.a. **Media Inquiry Process.** The TPA shall verbally respond immediately to any media inquiries acknowledging receipt of query and shall provide the media with an expected timeframe for the TPA response based upon the TPA’s understanding of the media request and an estimate of time required to respond.
- A.9.b. If the TPA identifies that an inquiry is directly related to a GBP program and/or GBP program Participant, the TPA shall immediately provide a high priority written notification to the AD of Benefit Contracts, or designee, outlining all details related to the media’s inquiry and all known facts of the related circumstances. GBP Participant information is considered confidential under Texas law.
- A.9.c. If the media inquiry is GBP related, ERS will provide the TPA with:
- a. Specific instructions on how to manage the media inquiry moving forward;
 - b. Direction regarding the handling of the Participant related issue(s) and/or complaint(s); and,
 - c. If appropriate, an ERS directive on Operational or Customer Service Representative (“CSR”) internal control modifications necessary to avoid problem recurrence.
- A.9.d. If the TPA determines that neither a GBP program nor GBP program Participant is impacted, the TPA may respond as appropriate and agrees to provide ERS’ AD of Benefit Contracts with a copy of the response information within forty-eight (48) hours from dissemination.
- A.10. **Quality Control.** The TPA shall ensure that all communication materials submitted to ERS will reflect quality production, accuracy, timeliness, and thorough review. All GBP-approved benefit and legal documents, website, GBP-specific media responses, required reports (to include *ad hoc* reports), and dated materials shall include, but not be limited to, reflect the following criteria:
- Appropriate Plan Year;
 - Accurate data related exclusively to the GBP, unless otherwise specified by ERS; and
 - Contain GBP-specific language.
- A.10.a. All such materials shall be provided within the required timelines as directed by ERS staff and/or its consultants and may not be released to outside sources without prior ERS consent.
- A.10.b. The TPA’s failure to provide accurate, timely and GBP-specific communication materials may result in a monetary assessment as reflected in the *Performance Guarantees*, Appendix G or implementation of other legal remedies available to ERS in the Contract.
- A.10.c. Following ERS’ review and once edited materials have been provided to the TPA, the TPA shall conform all documents as reflected by the ERS designated deliverable dates. If the edits, or other mutually agreed-upon resolution of those edits, have not been completed by

the ERS designated due date, the TPA may risk a monetary assessment as required in the *Performance Guarantees*, Appendix G, or implementation of other legal remedies available to ERS in the Contract.

- A.11. **Participant Requests for Communication Materials.** The TPA shall, at its expense, respond to all Participant requests for mailed materials no later than three (3) business days following a Participant's request.
- A.12. **TPA Name Change.** If a name change occurs for the TPA and it cost ERS expense in publication, the TPA shall be billed for the amount of the expense.

B. Agency/Higher Education Institution Communications

- B.1. The TPA approved by the Board should be prepared to attend a meeting following Board approval to discuss the TPA's customer service, communications requirements, and AE meeting responsibilities.
- B.2. **Agency/Institution Contacts.** Many of the 275 agencies/institutions have staff dedicated to benefits enrollment and education called a benefits coordinator ("BC"). The TPA shall have resources dedicated to responding to BCs and other agency/higher education institution contacts. The TPA shall provide escalated customer service as well as training and educational presentations/materials, to agencies/higher education institutions throughout the year.
- B.2.a. The TPA shall process requests from agencies/higher education institutions for communication materials for their employees. The TPA shall also process requests from individual retirees for printed communication materials upon request. In addition, the TPA may be asked to provide materials to employee and retiree associations, such as the Retired State Employees Association, Executive Women in Texas Government, the Texas Association of State Human Resource Managers, the Texas Public Employees Association and the Texas State Employees Union, at the TPA's expense.
- B.3. **Presentations and Events.** The TPA shall have a GBP-knowledgeable representative available to attend numerous ERS sponsored events throughout the year, to include, but not be limited to:
- AE fairs (Additional resources will be needed during this 30-day period);
 - Wellness fairs;
 - Benefit seminars hosted by ERS throughout Texas;
 - Annual retiree conference;
 - Various association events and conferences; and
 - Benefit Webinars.
- B.3.a. In addition to ERS sponsored events, the TPA shall provide at least one (1) GBP knowledgeable representative to attend the following employer sponsored and miscellaneous events to include, but not be limited to:
- Benefits fairs;
 - New employee orientations hosted by employers; and
 - Annual employer conference.
- B.3.b. The TPA shall provide no fewer than one (1) GBP knowledgeable representative at each fair who is well versed in the products and services to be offered to the GBP health benefit plans Participants.
- B.3.c. The dedicated resource must be an experienced presenter able to communicate effectively to large groups. Some events will require the representative to set up and staff an information table to offer GBP approved communication materials and individualized customer service.
- B.3.d. ERS' CAR divisional designee will designate those events for which the TPA's attendance is required. The TPA acknowledges and accepts that additional obligations and enhancements to these requirements may become necessary should benefit plan changes or other circumstances warrant.
- B.4 **Enrollment Campaign.** The TPA shall create custom communication materials for each enrollment campaign. This material includes, but is not limited to:

- An enrollment presentation to be recorded and posted on the ERS website and delivered upon request at enrollment events;
- Targeted enrollment communication brochures;
- Welcome Letter to new Participants;
- Brochures explaining plan changes and updates;
- General plan information; and
- Enrollment information on the TPA website.

C. TPA Communication Materials

C.1. All communication materials, printed or web-accessed, shall be included with the materials submitted for application in the format required in the latest version of the *Marketing Guidelines for GBP & ERS Vendors*, located in the ERS Style Guide and Usage Manual, Appendix K, and in the latest version of the *ERS Brand Guidelines*, Appendix H, and accessible on the CD-ROM in Word or Excel format as applicable (no PDF documents will be accepted, with the exception of sample GBP-specific marketing materials, financial statements, and audited financial materials).

C.2. The TPA shall have the ability to provide customizable communication materials listed below.

Communication materials include, but are not limited to:

- Master Benefit Plan Document (“MBPD”);
- Benefits Book;
- Welcome packet;
- Brochures and newsletters;
- The TPA’s GBP-specific website;
- Claims forms;
- Presentations;
- Scripted responses used by customer service representatives;
- IVR scripting;
- Standard messaging for various systems’ downtime;
- Announcement Letters;
- Consumer-targeted educational materials;
- News releases/Contract signing announcements;
- All advertising materials in association with the Disability Plans;
- Annual HIPAA exemption notice and benefit changes summary;
- Articles for ERS newsletters;
- News updates for ERS website;
- *Ad hoc* publications;
- Token giveaways for enrollment fairs and events; and
- Other related statements.

The TPA shall disseminate only GBP-specific approved materials at all events. Disseminating unapproved material, or material that is not customized for GBP Participants, could result in the levying of *Performance Guarantees* as referenced in Appendix G, or implementation of other legal remedies available to ERS in the Contract.

Any cost for these forms and other communication-related materials should be included as a part of the TPA’s proposed administrative fees and/or premium rates. ERS shall retain the right to change or modify such material to accommodate ERS’ specific needs.

C.3. The TPA may in the future be asked to design and/or print certain ERS communication materials on behalf of ERS. These materials are in addition to the communication materials that the TPA must produce as part of the contract and must be approved by ERS in advance of such printing in accordance with ERS’ previously described format review process. Each year, the TPA will secure a print/fulfillment vendor on ERS’ behalf and invoice ERS when the printing job is completed.

C.3.a. These tasks include, but are not limited to:

- Setting print/fulfillment bid specifications with assistance from ERS staff;
- Sending print/fulfillment bid specifications to prospective vendors;
- Receiving bids from prospective vendors on printing/fulfillment;
- Answering questions (with assistance from ERS staff) from prospective vendors on print/fulfillment bid specifications;

- Selecting an economical print/fulfillment vendor based on bid specifications;
- Conducting or attending periodic meetings on ERS print job with ERS staff and vendor;
- Serving as intermediary between ERS staff and vendor;
- Communicating with ERS staff and vendor in a timely fashion about printing and distribution specifications and deadlines;
- Comparing vendor invoices with the original bid, providing sign off, and obtaining sign off from ERS staff;
- Obtaining clarification (if needed) on vendor invoices;
- Submitting selected printing invoice to ERS staff for final approval;
- Paying printing vendor after invoices are approved by ERS; and
- Submitting the TPA's invoice to ERS for reimbursement.

C.4. **Confidential Information.** Materials that contain protected health information or other confidential information such as the Participant ID number must be mailed in an envelope or other mailing service device designed to secure the confidential information from casual viewers.

C.5. **MBPD and Benefits Book.** The TPA shall provide to the AD of Benefit Contracts or designee:

- **MBPD for Short-Term and Long-Term Income Disability Benefits Plans.** The TPA shall provide for FY 2013 the MBPD draft with its Response and by the first business day in April for subsequent plan years for ERS' review. See Appendix N, *Master Benefit Plan Document for Disability Income Benefits Plan*, to use in preparation of TPA's MBPD draft.
- **Benefits Book.** The TPA shall provide a draft of the Benefits Book with its Response and a final draft version by October 15th for ERS' review. See Appendix E, *Benefits Book for the Group Disability Plan for active employees*, to use in preparation of the TPA's benefits book. The benefits book is comprehensive benefit plan summaries that interpret the MBPD for Participants in layman's terms. This is the primary reference source for Participants explaining the plan design and covered benefits. A version is provided for active employees.

The TPA is required to provide the MBPD and Benefits Book along with any supplemental information and/or their amendments within thirty (30) calendar days of ERS' request and by the first business day in April for subsequent plan years of the plan year as appropriate.

C.5.a. **MBPD Approval/Delivery Requirements.** The TPA shall submit a proposed MBPD on a separate CD-ROM for ERS' review and approval with their Response. The TPA shall work with ERS to finalize all plan documents no later than August 1st of each plan year unless directed otherwise by ERS. ERS requires the MBPD be printed only at the request of a Participant; therefore, the final printed product shall not differ from that approved by ERS and published on the TPA's GBP-specific website.

C.5.b. The TPA shall provide a finalized and executed MBPD to the Benefit Contracts' AD no later than sixty (60) calendar days prior to the start of each plan year, and once executed shall make it available on the GBP-specific website within five (5) business days of receiving approval by ERS. The TPA shall follow ADA guidelines and provide an HTML version and printable version for download by the Participant.

All Participants shall have access to the MBPD as directed herein or as instructed by ERS. The TPA shall be prepared to mail the MBPD upon the request of a Participant no later than five (5) business days. The TPA understands, agrees and acknowledges that the Contract between ERS and the TPA shall control over the MBPD in connection with the contractual relationship between ERS and the TPA.

Subsequent to AE, the TPA shall mail the MBPD within five (5) business days upon request of the Participant.

D. Web Specifications

D.1. **TPA Website Technical Specifications.** ERS' primary focus in its web page design is to provide information to state and higher education employees, retirees and their dependents. The TPA shall adhere to all website access, format, content, and technical requirements

outlined in both the ADA and Section 508 of the Rehabilitation Act in order to accommodate the needs of all individuals accessing information.

- D.1.a. **Section 508 Requirement.** The TPA shall comply with Section 508 accessibility standards. Section 508 requires that when state agencies develop, procure, maintain, or use electronic and information technology, they shall ensure that such information technology allows state employees and members of the public with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by state employees and members of the public who are not individuals with disabilities, unless an undue burden would be imposed on the state agency. In other words, all visitors to the ERS website should get a full and complete understanding of the information contained on the site, as well as the full and complete ability to interact with the site. Exceptions to this rule are only acceptable on a case-by-case basis and shall require prior approval by ERS.
- D.1.b. To validate the TPA's Section 508 compliance, the TPA shall provide with its response a report in responding to this RFP evidencing its organization's Section 508, Level 1, compliance.
- D.2. **GBP Custom website.** The TPA shall publish and maintain a custom website for GBP Participants and prospective Participants in a format prescribed by ERS. Neither the TPA nor its subcontractors can advertise or link to products or services without the express prior written permission of the CAR divisional designee.

The GBP website shall be directly linked to the ERS homepage. The GBP website shall be in final form and linked as required by ERS no later than the first business day of June of each year or otherwise directed by ERS. The TPA's failure to provide the GBP-specific website as outlined below may result in a monetary assessment as reflected in the *Performance Guarantees*, Appendix G, or implementation of other legal remedies available to ERS in the Contract.

- D.2.a. **Proposed website materials.** The TPA shall provide ERS with a test site for review sixty (60) days prior to the website go-live date. The URL address, all screen shots, and instructions on how to access the TPA's test website are required for submission with the TPA's bid response materials.
- D.2.b. **All TPA "Test" websites.** The TPA shall provide a fully developed GBP-specific test website, capable of being linked to the ERS Internet home page. Following ERS' approval of test websites and prior to being linked to the ERS website, the TPA shall provide documentation of a test plan, test scripts (e.g., to ensure all links are working), completion of testing, and final sign off. The TPA's test website shall transition from a test phase to fully operational and be linked to the ERS website with all information and components as reflected below no later than thirty (30) business days prior to the go-live date or risk a monetary assessment as required in the *Performance Guarantees*, Appendix G, or implementation of other legal remedies available to ERS in the Contract.
- D.2.c. The TPA's home page shall include the following primary access links:
- The TPA's Privacy Plan;
 - Customer Service contact information;
 - Benefits Book;
 - Benefits brochure;
 - Coverages;
 - Limitations and exclusions;
 - Forms;
 - MBPD;
 - A page for frequently asked questions;
 - A glossary of frequently used terms;
 - On demand real time provider information and search capabilities;
 - Search function; and
 - Link to ERS website.
- D.2.d. The TPA's GBP-specific home page shall include the GBP disability plan logo and the ERS logo as required by the latest version of the *Marketing Guidelines for GBP and ERS Vendors*, located in the ERS Style Guide and Usage Manual, Appendix K, and the *ERS Brand Guidelines*, Appendix H.

E. TPA WebSite Content

All content for the TPA's GBP-specific website shall be approved by ERS prior to publication. The final materials used by the TPA shall not differ in form or utility from those approved by ERS. The TPA GBP-specific website shall:

- E.1 Provide self-service transactions for Participants to:
- View and print forms;
 - Lodge a service complaint, to escalate unresolved complaints, and request a telephone call back within one (1) business day;
 - Search the full website using a key word and/or phrase; and
 - Provide a "return to home" button, which returns the viewer to the ERS home page.
- E.2. **Plan Year Information.** The GBP home page shall include the following information:
- Information that welcomes new Participants and introduces the Participant to the TPA and summarizes the basic coverage benefits;
 - Direct link to ERS' website. The TPA shall indicate the current dates for AE and remove all references to AE no later than September 1 of that plan year or as directed by ERS; and,
 - Helpful Phone Numbers and websites.
- E.2.a. **Link to the TPA's Privacy Plan**
- E.2.b. **Link to Customer Service Page** to include the following information:
- Phone numbers and hours of operation;
 - Physical address;
 - Link to the TPA's Complaint Process;
 - An email address or a link to a mailbox for Participants to send customer complaints and questions directly to the TPA. The TPA should respond to email complaints/inquiries with no more than a twenty-four (24) hour (business days) turnaround. A tracking system for email complaints shall be in place that is similar to the tracking of telephone complaints to provide complaint responses to ERS;
 - Any applicable interactive forms; i.e., Claims forms; and
 - Link to Appeals/Grievance Process.
- E.2.c. **Link to Benefits** to include the following information:
- AE or Welcome Letter stating changes (if applicable) from the previous year;
 - Benefits Book; and

VII. Operational Specifications

This Article describes general operational specifications including administrative requirements and functions, customer service, and the statistical reporting requirements as mandated by ERS. The TPA shall administer the Plan in a manner consistent with all applicable state and federal laws and regulations, as well as ERS' administrative rules and at the direction of the ERS Board, its Executive Director, and staff. The cost of the requirements described herein shall be recovered by the TPA only by making provisions for such expenses in the TPA's *Proposal Response – Information and Format* in Article V.

The TPA shall submit its "group number" and provide a list of lead contacts to both the ERS Communications and Research and Benefit Contracts Divisions by the first working day of the month following Board selection. The TPA agrees that it shall cooperate with ERS and be flexible in its efforts to ensure a smooth program implementation.

The TPA must provide a technical contact that will provide support to ERS' Information Systems Division for Electronic Data Interchange issues. ERS will work with the TPA on these requirements following Contract award.

The Contract will include *Performance Guarantees* and other legal remedies to ensure proper administration of the GBP Program as outlined in Appendix G or implementation of other legal remedies available to ERS. Performance guarantees referenced throughout the RFP are not all-inclusive. For a comprehensive listing of the performance guarantees, refer to Appendix G. Please note that additional performance standards may be identified or modified as a result of identifying or developing key processes during implementation.

A. Implementation Operational Requirements

The TPA shall provide all services specified in this RFP, including, but not limited to, the following:

- A.1. **Account and Implementation Teams.** No later than the fifteenth (15th) calendar day following Board selection, the TPA shall provide to the Benefit Contracts' AD, or designee, a thorough listing of the TPA's Account and Implementation Team contacts assigned to support the TPA's Contract. The list shall identify an account "key point of contact" responsible for the implementation, coordination, and maintenance of the business relationship and continuity pertaining to all business matters in support of the Contractual Agreement.

The TPA's Implementation and Post-Implementation Account Management Teams contact list should reflect key contact information (resume, office, fax, and cell phone numbers, email and physical addresses) for each TPA Account and Implementation Team representative. The required representatives for the Account and Implementation Teams are listed in Section VII.B.1. below. The TPA shall ensure a smooth transition, without exception, of all ERS communication processes and requirements as follows:

- The TPA shall inform, via email notification, the AD of Benefit Contracts, or designee, in advance of any planned periods of unavailability by the Team's key point of contact.
- In any instance where a Team key point of contact is not available to ERS, the TPA shall immediately secure and provide details of alternate coverage sufficient to meet ERS' expectations.
- Should staffing adjustments or additional team members become necessary to support the account functions, the TPA shall dedicate such appropriate staff as required by and acceptable to ERS.

- A.2. **Implementation Team.** The TPA shall provide an Implementation Team to coordinate and expedite all Contract requirements as outlined and prioritized by the AD or designee of Benefit Contracts to ensure complete continuity, without exception, of all interactive TPA functions, deliverables, and objectives prior to and during the Contract's onset. At minimum, the Implementation Team shall have a dedicated Project Manager and back-up Project Manager with availability to ERS staff throughout the Implementation Period. Should additional team members become necessary to support implementation functions, the TPA shall dedicate such appropriate staff as required by and acceptable to ERS. The TPA shall provide brief summary resumes with its Proposal of the proposed Account and Implementation Team's points of contact for ERS.

- A.2.a. The TPA must have a designated Communications lead on staff who is dedicated to the ERS program. Communication requirements are fully described in Article IV.
- A.3. **Implementation Project Manager.** The implementation Project Manager shall serve as ERS' primary contact throughout the Implementation Period, shall have the legal authority to make binding decisions for the TPA, and be accessible to ERS seven (7) days a week and twenty-four (24) hours per day during the Implementation Period.
- A.4. The TPA acknowledges that it is impossible or impractical to estimate with any degree of certainty the impact or damage that the failure of particular Implementation activities may have on the GBP and/or its Participants. Therefore, the TPA agrees that Implementation failures, judged by ERS to have adversely harmed the GBP and/or its Participants, may immediately subject the TPA to the Liquidated Damages as described in the Contract and *Performance Guarantees* provisions as reflected in Appendix G, or implementation of other legal remedies available to ERS in the Contract.

B. Post-Implementation Operational Requirements

B.1. Account Management

- The TPA shall establish and maintain throughout the term of the Contract an account management team that will work directly with ERS staff. This team shall include, but is not limited to, a designated account executive, a customer service manager, medical director, a practicing attorney, consulting actuary, a person responsible for preparing reports, and a management information system representative. Approval of the account management team rests with ERS. The TPA's account management team shall provide all services specified in this RFP, including, but not limited to, the following:
- B.1.a. The TPA shall provide an Account Executive Team and make staffing adjustments, as required by and acceptable to ERS. The results from the formal performance evaluation of the assigned account management team may be used in this determination. An ERS Account Executive Team shall be established no later than thirty (30) calendar days following Board selection, and be available Monday through Friday from 8:00 a.m. to 5:00 p.m., central time, excluding national holidays.
- B.1.b. The TPA shall provide a minimum of two (2) per fiscal year face-to-face Account Executive reviews to ERS on the utilization and performance of the GBP Program. The reviews shall include, but not be limited to, a presentation of the following information:
- Disability plan statistical outcomes;
 - Industry trends and best practices;
 - Plan recommendations; and
 - Other cost saving recommendations.
- B.1.c. **Meetings.** The TPA shall develop meeting agendas, coordinate meetings and provide documentation of actions in the form of meeting minutes for designated meetings with ERS at a scheduled time agreed upon by ERS and the TPA to include, but not be limited to:
- Implementation, if applicable;
 - Operational;
 - Analytical;
 - Information Systems; and
 - Communications, etc.
- B.1.c.i. The TPA shall utilize ERS' meeting agenda template and provide meeting agendas one (1) day prior to the scheduled meetings.
- B.1.c.ii. The TPA shall provide the meeting minutes within four (4) business days from the day of the scheduled meeting for ERS' review and approval.
- B.1.d. ERS strongly believes that the account service relationship is the critical link in developing and maintaining a strong working relationship dedicated toward the achievement of plan objectives. As such, the TPA shall be committed to providing ERS with service attention that is at the highest levels in the industry, and fully consistent with ERS' expectations. ERS shall define the criteria for measurement and evaluation of service performance.

- B.1.e. The TPA shall notify the Director of Benefit Contracts, in writing, no less than ninety (90) calendar days prior to anticipated major changes likely to impact the Disability Program. The TPA shall receive prior written approval from ERS' authorized representative prior to making any changes as addressed in this section.
- B.1.f. In addition to the above requirement, the TPA shall notify ERS' Benefit Contracts Director, in writing, thirty (30) calendar days prior to implementing material changes in policies, servicing methodologies, business, and key personnel connected with the ERS account.
- B.1.g. The TPA shall provide general administrative, legal and statistical support to assist ERS in the operation of the GBP Program and shall recover any associated costs by making provision for such expenses in the TPA's *Proposal Response – Information and Format*, Article V.
- B.1.h. The TPA shall provide ERS with priority positioning for delivery of *ad hoc* system service requests and/or issue resolutions. As reflected in Article IX, *Organizational Information* Section IX.C.8., the TPA shall designate a Technical Consultant ("TC") to lead the management of all technical issues, including, but not limited to, system service requests. The TC shall ensure that all ERS system requests and issues are thoroughly analyzed and given priority positioning to ensure prompt resolution. The TPA shall provide competent, focused attention to ERS' system requests/issues. The TPA shall use its best efforts to implement all ERS system requests and to correct all ERS system issues as soon as reasonably practicable, but no event later than thirty (30) calendar days or sooner from receipt of ERS' written notification to the TPA of the request/issue. ERS shall fully supply any and all information reasonably necessary for the TPA to complete the requested services as outlined herein. If an ERS request cannot be implemented by the TPA within thirty (30) calendar days from the date of ERS' request, then the TPA shall provide ERS with a written explanation as to why the issues cannot be resolved within this time frame and provide a written plan for implementation to include a timeline for resolution, within five (5) business days from receipt of the TPA's written notification as noted above. This section does not apply to disaster recovery matters, which are covered specifically in the Contract.

An example of a system issue includes, but is not limited to:

Eligibility and/or Benefit modifications shall be reviewed, responded to, and approved by the TPA within fifteen (15) business days of such request. If changes to the modifications are required, the TPA shall notify ERS and set up weekly updates until ERS agrees that the modifications meet ERS' operating requirements. After eligibility and/or benefit modifications have been mutually agreed upon, the TPA shall complete the eligibility and/or benefit project, including required testing, within forty-five (45) calendar days from ERS' approval.

- B.1.h.i. The TPA shall use its best efforts to implement all ERS system requests and to correct all ERS system issues as soon as reasonably practicable unless a quicker resolution is specified by ERS. The TPA should consult the Contract for additional requirements regarding response deadlines and resolution of any such matters and nothing in this paragraph shall modify or limit remedies available to ERS under the Contract.
- B.1.i. The account management team shall be thoroughly familiar with all of the TPA's functions that relate directly or indirectly to the GBP account.
- B.1.j. The TPA shall provide the GBP with priority placement in all aspects of Contract performance provided by the TPA.
- B.1.k. The TPA agrees to allow ERS to complete a formal performance evaluation of the assigned account management team annually as deemed appropriate by ERS.
- B.1.l. The TPA shall provide a high quality and experienced customer service unit. The disability plan staff members shall be fully trained in the benefit designs, and the TPA shall have the ability to track and report performance of call center matrices.
- B.1.m. The TPA shall provide ERS access to a dedicated/designated Reporting and Analytical team to advise and support ERS to include, but not be limited to:
 - Create statistical reports;
 - Develop templates for ERS data; and

- Benchmarking analysis.

C. TPA Customer Service Call Center

The TPA's Customer Service Call Centers shall be located within the United States, and preferably in the state of Texas.

- C.1. **Call Center/Customer Service Unit.** The TPA shall establish and provide for staffing of one (1) customer service team designated to ERS' Disability Program. The unit shall be adequately staffed to manage Disability-related questions and provide for resolution of complaints, clarifications, and escalated issues.
- C.1.a. The hours of operation for the TPA's customer service unit shall be, at a minimum, Monday through Friday from 8:00 a.m. to 7:00 p.m., central time.
- C.1.a.i. **Call Center Specialists.** The TPA shall designate as many Call Center Specialists as necessary whose sole responsibility shall be to respond to and resolve, within a reasonable timeframe as determined by ERS, plan-related customer service needs. ERS and the TPA shall jointly monitor and adjust staffing levels to ERS' sole satisfaction as work and service requirements demand. The TPA warrants and represents that it shall provide thorough training of additional team members in support of the GBP. Any training deficiencies noted by ERS shall be immediately rectified by the TPA to ERS' sole satisfaction.
- C.1.a.ii. **Back-up Staffing.** The TPA shall designate additional staff, as needed or at ERS' request, to update and maintain Disability-related records and accounts. This staff will also provide additional support for the TPA's customer service team.
- C.1.a.iii. **Call Center Management Criteria.** The TPA shall establish toll free lines (telephone and facsimile). The TPA shall also employ appropriate and adequate customer service staff to maintain *Performance Guarantees* for average speed to answer, abandonment rate and blockage rate as referenced in Appendix L, *Call Center Metrics*, of the RFP. The TPA shall provide in its Proposal the methodology and sample source documents utilized by the TPA to arrive at the reporting requirements for the call center metrics referenced in Appendix L, *Call Center Metrics*.
- C.1.a.iv. **Access for Hearing Impaired.** Access for ERS' deaf and hearing impaired members should be directed to 7-1-1 Relay Texas on publications and website.
- C.1.a.v. **Language Accessibility.** The TPA's Call Center shall have at least two (2) member service representatives who are bilingual in English and Spanish and provide Limited English Proficiency ("LEP") support or have a language translation organization available for such support.
- C.1.a.vi. **Benefits Coordinator ("BC") Access.** The TPA shall provide BCs with a special number or access code that permits them to have priority access to the TPA's Call Center supervisors. The TPA can satisfy this "hotline" requirement by expediting calls to this special number in front of the general queue. Additionally, BCs and dedicated ERS staff shall be provided with a web portal to electronically access Participant eligibility status and through which they may escalate GBP requests to a Call Center supervisor.
- C.2. **Eligibility Verification.** Online access is available through the TPA's Internet provider and shall be operational thirty (30) business days prior to the go-live date. Staff trained on ERS' enrollment system shall be available during all customer service open hours.
- C.2.a. The TPA shall accept oral verification of a GBP Participant's coverage by an authorized representative of ERS or verify the Participant's coverage through utilization of online access. Coverage shall be updated in the TPA's system prior to receipt of the next ERS weekly enrollment information.
- C.3. **Audit.**
- C.3.a. ERS may contract with an auditing firm to conduct periodic audits of the TPA. The TPA shall be required to cooperate with and support the efforts of the auditors. Neither ERS nor the

auditors will be required to indemnify the TPA for any costs incurred in connection with these audits.

- C.3.b. ERS or any of its duly authorized representatives shall have access to any GBP-related information during the term of the Contract and until the expiration of seven (7) years after the final payment is made under the Contract. This includes access to and the right to examine any pertinent books, documents, papers, and records of the TPA involving transactions relating to the Contract. In the event there arises any claim, dispute, or litigation concerning the Contract, the period of access and examination described above may continue until the disposition of such claim, dispute, or litigation has been deemed final.
- C.4. **Fraud and Abuse.** The TPA shall use automated systems to detect fraud and misuse of the program, overpayments, wrongful or incorrect payments, falsification of eligibility, unusual or extraordinary charges, and verification of enrollment. The TPA shall also conduct thorough, diligent, and timely investigations with regard to fraudulent and suspicious claims and immediately upon discovery, notify ERS' Director of Benefit Contracts of any fraudulent or suspicious activity. The TPA shall also provide a monthly report on all such fraudulent and/or suspicious claims to ERS' Benefit Contracts division. The TPA understands that ERS may develop further policies in connection with the detection and prevention of fraud or abuse. The TPA shall comply with all applicable laws and regulations and shall also comply with all ERS policies and is encouraged to develop additional safeguards as allowed by law. The Contract has additional requirements in this regard. Examples of standards for detecting fraud and abuse are as follows:
- The TPA shall provide a toll-free number and an Internet link for Participants to report fraud and abuse.
 - The TPA shall report the total number of dollars recovered through fraud-related investigation activities monthly.
- C.4.a. The TPA shall maintain a complete and accurate claims reporting system and provide for the retention, maintenance, and storage of all payment records with provision for appropriate reporting to ERS. The TPA shall maintain all such records throughout the term of the Contract and for at least seven (7) years following the end of the Contract, and shall make such records accessible and available to ERS for inspection and audit upon ERS' request. In the event the TPA is scheduled to destroy records, the TPA must contact ERS for approval prior to the destruction of the records. If ERS approves destruction, verification of the destroyed records shall be required at ERS' direction. In the event there arises any claim, dispute or litigation concerning the Contract, the period of access and examination described above shall continue until the disposition of such claim, dispute, or litigation is final. The Contract has additional requirements regarding audits and maintenance and destruction of records.

D. Administrative Requirements

- D.1. The TPA shall provide the underwriting staff and support necessary to comply with the EOI provisions of the Contract. The TPA shall provide all supplies, forms, and related items that are required to accomplish this function. EOI is required for late entrants for both short-term and long-term coverages. Approximately 1,479 individual applications for, STD and LTD coverage were submitted through the EOI process from January 2012 to August 2012. The TPA shall refer to the related performance guarantees for further EOI management requirements.
- D.2. The TPA shall administer and adjudicate all claims functions under the various disability coverages offered through the GBP. General requirements shall include the following:
- The adjudication of claims, including disbursement of claim checks or drafts.
 - The TPA must process claims using its own financial resources and will be reimbursed by ERS on a weekly basis. See Article III, *Financial Requirements and Structure*, of this RFP for additional specifications regarding the payment methodology.
 - Claims filed must be processed within ten (10) business days of submission to the TPA unless additional information and/or investigation are required.

- EOI underwriting processes shall be completed within ten (10) business days from date of receipt for applications not requiring additional information.
- The TPA must provide general, legal, underwriting, actuarial and other technical services and assistance as ERS may reasonably request in relation to insurance coverage and administration, adjudication of claims, appeals and litigation. Each disability claim that is denied must be reviewed and affirmed by a licensed medical doctor with a specialty applicable to the disabling condition.

D.3. TPA shall ensure that all staff assigned to ERS’ account in any capacity including, but not limited to, claims processing are fully trained, are GBP-knowledgeable, and have expertise in their respective fields prior to being assigned to ERS’ account.

D.4. TPA shall process all claims in a manner consistent with all applicable state and federal laws and regulations, as well as ERS’ administrative rules, the MBPD and TIC, Chapter 1551 at the direction of the ERS Board, its Executive Director, and ERS staff. In the event the above is unclear, the TPA shall agree to contact the Assistant Director of Benefits Contracts or designee for resolution. The TPA’s failure to process the claims as stated herein may result in a monetary assessment as reflected in the *Performance Guarantees*, Appendix G or implementation of other legal remedies available to ERS in the Contract.

D.4.a. When an error in processing has been identified, the TPA shall conduct quality assurance. Quality assurance reviews shall be done within thirty (30) days following the identification of the initial error.

E. TPA Program Reporting

E.1. Actuarial Reporting

E.1.a. As previously noted, ERS retains a consulting actuary on insurance matters. The consulting actuary assists and advises the ERS staff on benefit plan design, Proposal review, and the determination of contribution rates. ERS staff or the consulting actuary may, from time to time, request that the TPA provide additional information specific to Disability benefits. The TPA shall cooperate with and act in good faith in working with ERS and/or the consulting actuary and shall be prepared to respond to these requests promptly. The TPA shall prepare at least quarterly, an electronic report that provides for each disabled claimant: ID number, date of birth, date of disability, monthly benefit amount and disability claim reserve determined on a basis developed through consultation between ERS and the TPA.

Currently, actuarial responsibilities and duties are provided as follows:

ERS and Consulting Actuary	TPA
<ul style="list-style-type: none"> • Set contribution rates • Financial Statements • Benefit Evaluations • Experience Analysis 	<ul style="list-style-type: none"> • Reserving • Preparation of Experience reports • Advice on benefits evaluations • Assist ERS staff and consultants with their responsibilities as requested.

E.1.b. The TPA should be able to provide the periodic experience information regarding the plans. At a minimum, the TPA shall be prepared to provide all of the data contained in Appendix F, *Data Supplement Instructions and Supplement*, of this RFP. ERS will request this information from the TPA at least annually.

E.2. Management Reporting Requirements

E.2.a. ERS may, from time to time on an *ad hoc* basis, request that the TPA prepare customized reports on a timely basis at no additional cost to ERS. The TPA shall be required to provide data analysis and GBP-specific reports as specified by ERS. A list of the TPA’s current client reports shall be included in the TPA’s response. In addition to providing the TPA’s current client reports list, please describe the methods used to access all reports electronically.

E.2.b. Following contract award, ERS will determine the required administrative reports and specify reporting frequency. The TPA's required reporting shall include, but not be limited to, the following:

- Performance Guarantees;
- Call Center Statistics as referenced in Appendix L;
- Complaints; and
- Fraud, Waste and Abuse.

Reports shall vary in frequency and scope based on ERS' designation after selection of the TPA and execution of the Contract as reflected herein. However, all reports provided by the TPA shall reflect quality production with attention to detail, accurate data, and meet additional requirements as specified by ERS. Costs associated with reporting shall be included in the TPA's *Proposal Response – Information and Format*, Article V.

To ensure the accuracy of the self-reported information and reliability of the TPA's internal operational controls, the TPA shall provide documentation verifying all reported statistics associated with the *Performance Guarantees* referenced in Appendix G, or implementation of other legal remedies available to ERS in the Contract. The document type and due date shall be specified by ERS.

E.3. **Monthly Reporting Requirements.** ERS requires the TPA to provide the following reports as reflected in Sections VII.E.3.a. below using either GBP-specific or book of business statistics. The data shall include the entire previous month, and shall be received in the ERS-prescribed format via email by the 20th of the following month. Failure to provide the required data may result in a monetary assessment as required in the *Performance Guarantees*, Appendix G, or implementation of other legal remedies available to ERS in the Contract. The required data and format are subject to change as required by ERS. The current requirements are:

E.3.a. **Monthly Administrative Performance Report.** This document reflects the specific Contract performance areas upon which the TPA must report each month. The last tab of the document reflects the calculation and methodology used to identify the reported measure. On an annual basis, the TPA will be responsible for providing ERS with the source document in order to allow ERS the opportunity to certify that the self-reported data is accurate. A sample monthly administrative performance report is referenced in Appendix O, *Sample Monthly Administrative Performance Report*.

ERS shall utilize information reported by the TPA to proactively monitor trends and to identify/address variances on the targeted TPA performance requirements. ERS shall specify the reporting timelines and formats. Some formats shall include a column indicating a performance standard for the item being reported that ERS shall use as a benchmark to monitor compliance and to analyze the reported statistics. The standard to be reported is based on availability in the following order of priority:

1. Stated in the Contract;
2. As required by applicable statute or regulation;
3. The TPA internal standard; and
4. Generally accepted industry standard.

To ensure the accuracy of the self-reported information and reliability of the TPA's internal operational controls, the TPA shall provide documentation verifying the statistics. The document type and due date shall be specified by ERS.

The statistics required to be reported by the TPA include, but are not limited to:

- The number of written and emailed complaints received from GBP Participants, and the average length of time to resolve those complaints. Complaints shall be resolved within thirty (30) calendar days. The number of and percentage of MBPDs and/or EOCs mailed within five (5) business days of the TPA's receipt of enrollment data from ERS or Participant request.
- Answer time, in seconds, for calls in the queue.
- Average call-blockage rate.
- GBP-specific dollars recovered through fraud investigation activity.

- E.4. **Other Reporting Requirements.** The TPA shall submit to ERS various reports on a monthly basis. This data shall be used by ERS to analyze the disability plans.
- E.5. **Quarterly Reporting Requirements.** ERS requires the TPA to provide a report on a quarterly basis using either GBP-specific or book of business statistics. The current requirements are provided in the sample Quarter Performance Review Report as referenced in Appendix Q. The required data and format are subject to change at ERS' discretion. Failure to provide the required data may result in a monetary assessment as required in the *Performance Guarantees*, Appendix G, or implementation of other legal remedies available to ERS in the Contract.
- E.6. **Special Reporting Requirements.** The TPA shall provide ERS with knowledgeable dedicated personnel resources to provide various reports and analytical data as requested by ERS. This data shall be used by ERS to analyze the Disability Plans. The information shall include current and previous year data. Special reporting requirements shall include, but not be limited to, the following:
- Trend Reporting;
 - Annual Statistical Report (a sample of the Annual Report is referenced in Appendix R);
 - Cost Management & Fraud Report; and
 - Other *ad hoc* reports.

ERS may request the TPA to provide additional, customized *ad hoc* reports. The TPA shall cooperate, act in good faith in working with ERS, and shall be prepared to respond to these requests promptly at no additional costs to ERS.

F. Coordination with Other GBP Vendors

- F.1. The TPA shall coordinate with all other GBP Vendors as required by ERS, if applicable. Other GBP Vendors currently are:
- F.2. **HealthSelect TPA.** The GBP self-funded health benefits plan, HealthSelect, is administered through a TPA selected by ERS. ERS currently utilizes UnitedHealthCare Services, Inc. the TPA for HealthSelect. The TPA selected hereunder shall be required to coordinate with the HealthSelect TPA to exchange patient health care information.
- F.3. TPA shall establish non-disclosure agreements with ERS and other GBP Vendors, as necessary.

G. Other Administrative Requirements

G.1. Site Visits

At ERS' discretion, agency personnel may conduct site visits at ERS' sole expense. The TPA may be asked to assist ERS staff with arranging and identifying travel and lodging arrangements that shall be in compliance with state of Texas travel guidelines.

VIII. Information Systems Requirements

This Article describes system requirements including information security, data processing interface requirements, enrollment and eligibility, security breach and fraud, and web specifications, as mandated by ERS. The TPA shall administer the Plan in a manner consistent with all applicable state and federal laws and regulations, as well as ERS' administrative rules and at the direction of the ERS Board, its Executive Director, and ERS staff. The cost of the requirements described herein shall be recovered by the TPA only by making provisions for such expenses in the TPA's *Proposal Response – Information and Format* in Article V.

A. Systems Requirements

A.1. Data Processing Interface

The current interface data exchange, timing and number of data sources requirements are described includes, but are not limited to:

- Weekly Social Security Number (“SSN”) Change Process File (Outbound to Vendor);
- Monthly Disability Approval File (Outbound to Vendor); and
- Annual W2 Tax File (Inbound from Vendor).

A.1.a. The TPA shall coordinate with all other GBP Vendors as required by ERS, if applicable. Coordination may entail specific or customized data [file] exchanges to support these functions as described in Section VII. F. *Coordination with Other GBP Vendors*.

A.1.b. **Interface with ERS Systems.** The TPA shall support the electronic access or interface to ERS' enrollment system by all departments involved in customer services, claims adjudication, and eligibility enrollment administration.

A.1.c. Online access shall be made available to the TPA's system and must be operational sixty (60) days prior to the go-live date of each plan year. Staff trained on the TPA's system shall be available during the TPA's customer service open hours.

A.1.d. **Web Access.** In the event ERS provides the TPA with the opportunity to view ERS' enrollment system through web access, the TPA shall have the capabilities in place to support this access, to include, but not be limited to:

- Access ERS' enrollment data via web access sixty (60) days prior to go-live date of each plan year;
- Utilize the enrollment information to assist in the verification of eligibility; and
- Provide Customer Service staff proficient with the web access to ERS enrollment data during all ERS designated customer service hours.

For the purpose of responding to this RFP, the TPA shall recover any costs involved in the adaptation of its system requirements to those set forth by ERS only through Article V, *Proposal Response – Information and Format*.

A.1.e. **Information Security.** The TPA shall comply with the Privacy Act of 1974, Computer Matching and Privacy Protection Act of 1988, Texas Business Commerce Code (“TBCC”) and information security standards as outlined in Tex. Admin. Code Title 1, Part 10, § 202.

A.1.e.i. The TPA shall comply with the requirements for the handling and use of personal information as more fully outlined in Appendix D, *Data Security and Breach Notification* and utilize processes to support the secure handling of files. Compliance is required for data handling and transfer (data in transit) and storing data (data at rest). Requirements include, but are not limited to, the use of SFTP and PGP encryption protocols. The execution of the Data Security and Breach Notification will be required prior to final execution of a Contract.

A.1.e.ii. The TPA shall ensure the confidentiality, integrity, and availability of Participant and Program information through the utilization of mutually agreed upon industry best practices coordinated with the Information Security Officer of ERS.

A.1.e.iii. ERS will determine the appropriate security and encryption to be used in the delivery of data to all TPAs. The approved TPA shall have at least two (2) staff members available for

training on the use of the new system prior to implementation. The TPA shall have staff experienced with the new system available during the TPA's customer service hours.

- A.1.f. **Data Backup Security.** The TPA shall maintain duplicate or back-up computer encrypted data files maintained securely in connection with all GBP Programs in a secure, hardened facility which provides environmental and access controls. The TPA shall utilize 256Bit AES encryption standard for tapes or equivalent backup medium. Decryption keys shall be access controlled and provided to ERS upon demand.
- A.1.f.i. All computer data files of the Plan, as maintained by the TPA, shall at all times remain the property of ERS notwithstanding the fact that such records may be stored upon or within one (1) or more computer or data retention systems owned, operated, or leased by the TPA.
- A.1.f.ii. Electronic communications, to include, but not be limited to, email and file transfers (SFTP), between the TPA and ERS shall be encrypted to protect Participant's confidential information.
- A.1.f.iii. The TPA must establish Transport Layer Security ("TLS") protocols with ERS for email communications.
- A.1.g. **Multi-Factor Authentication.** The TPA shall provide non-repudiation services up to and including second factor authentication for TPA employees, contractors, and service providers capable of accessing ERS data outside the TPA's physical facilities (i.e., VPN or other remote access methods).
- A.1.h. **Identity Theft Enforcement and Protection Act.** Texas Business and Commerce Code 521.001, *et seq.* A person cannot obtain, transfer, possess, or use another's personal identifying information without consent in order to get something of value in another's name. Businesses must take reasonable steps to safeguard customers' personal identifying information and must notify customers of any electronic security breach involving their sensitive personal information.
- A.1.i. **Security Breach.** The TPA shall comply with the Data Security and Breach Notification as attached hereto as Appendix D with regard to Security Breaches. In addition, the TPA shall comply with the BAA as attached hereto as Appendix C.
- A.1.j. **Data/Records Accessibility.** The TPA shall maintain a complete and accurate reporting system, and provide for the retention, maintenance, and storage of all Program and Participant records for appropriate reporting to ERS. The TPA shall securely maintain all such records throughout the term of the Contract, and for at least seven (7) years or as dictated by statute following the end of the Contract, and shall make such records accessible and available to ERS for inspection and audit upon ERS' request. In addition, the TPA shall maintain such records indefinitely to the extent there is any legal action, investigation or audit related to the Contract or the Plan and the TPA is notified of same.
- A.1.k. **Data/Records Availability.** At all reasonable times, ERS or its representatives shall have access to disability records. To the extent that any such records are to be maintained upon a computer system or any other data retention system which is not owned by the TPA, the TPA shall provide ERS with assurances from the owner of such computer facilities, satisfactory to ERS, of continued availability and security of such records at all times. ERS must be permitted to personally inspect such facilities and systems.
- A.1.l. **Data/Records Destruction.** The TPA shall maintain records in accordance with the Contract. In the event the TPA is scheduled to destroy records, the TPA shall contact ERS for approval prior to the destruction of the payment records. If ERS approves destruction, verification of the destroyed records shall be required at ERS' direction.
- A.1.m. **Fraud Detection.** The TPA shall use a comprehensive plan, including automated systems, to prevent and detect fraud and misuse of the program, overpayments, wrongful or incorrect payments, and falsification of eligibility, verification of enrollment and unnecessary and/or wrongful medical practices and abuses. The TPA shall comply with all applicable state and federal laws and regulations and shall also comply with all ERS policies, and is encouraged to develop additional safeguards as allowed by law. The TPA understands that ERS may develop further policies in connection with the detection and prevention of fraud or abuse. The TPA shall also conduct thorough, diligent, and timely investigations with regard to

fraudulent and suspicious claims, and report all such suspicious claims to ERS' Benefit Contracts division. The Contract contains additional anti-fraud and abuse requirements. Examples of practices for preventing and detecting disability fraud and abuse include, but are not limited to:

- Enhancing prospective medical services utilization review to prevent waste;
- Using technology at the point of service to prevent abuse and errors; and
- Auditing claims data to profile both providers and clients.

A.1.n. **IVR System.** The TPA shall provide all annual updates and/or equipment re-configuration recommendations for future years no later than the first business day of May of each subsequent year. The TPA is required to communicate and submit to ERS for prior approval all changes, updates and re-configurations that directly affect ERS.

A.1.o. **Mobile Devices.** All laptop computers, mobile devices and external storage devices which contain, process, or interact with ERS data shall be encrypted at rest. If ERS data is to be transmitted using a mobile device or laptop computer, the transmission shall be encrypted as well.

A.2. **Web Specifications**

A.2.a. **Internet Availability Specification.** The TPA providing Internet access to GBP Participants guarantees that the Internet Availability Rate for each Fiscal Year shall be 99.5% or greater, and that no single thirty (30) day period shall exceed eight (8) hours of outage. "Internet Availability Rate" means the percentage of available hours that the TPA's GBP-specific Internet site is operational, excluding scheduled and pre-approved maintenance time, measured on a Plan Year basis, as reflected in Appendix G, *Performance Guarantees* or implementation of other legal remedies available to ERS in the Contract.

The TPA shall correct inaccuracies within ten (10) days of being notified by ERS, as reflected in Appendix G, *Performance Guarantees* or implementation of other legal remedies available to ERS in the Contract.

A.2.c. **Internet Accessibility Specification.** In addition to ADA and Section 508 requirements, the TPA shall adhere to the following website guidelines:

- The TPA's web page shall be compatible with major web browsers, including, but not limited to:
 - Microsoft Internet Explorer IE 7.0 or newer;
 - Google Chrome 16.0.912.63 or newer;
 - Mozilla Firefox 10.0.3 or newer;
 - Apple Safari 5.0 or newer;
- If providing a PDF document, assure ADA and Section 508 compliance;
- Warn user if "cookies" are used; however, do not use permanent "cookies";
- When linking to an external file (i.e., PDF, Word, etc.), reflect the file size and type;
- List ERS-approved security and privacy policies on the TPA's GBP-specific Home page;
- Reflect the ERS logo or appropriate branding on the TPA's GBP-specific Home page as specified by ERS for each plan year;
- Create text for all links used that makes sense when read out of context. For example, avoid "click here";
- The TPA shall maintain Single Sign-On ("SSO") capabilities for security access; and
- Each page of the TPA's website shall have a link back to the GBP-specific Home page;
- The TPA's website shall use SSL wherever Participant's Personally Identifiable Information is presented.

A.2.d. **Testing prior to Rolling out Program Changes.** The TPA shall provide testing environments for all circumstances utilized prior to rolling out program changes that run the logic to achieve predicted outcomes of programming prior to pushing-out a new process or enhancement/modification of an existing program.

A.2.e. **XML.** The TPA shall be prepared to provide ERS with XML-tagged content for purposes of extracting content on the TPA websites, through "feeds".

A.2.f. **Single-Sign-On ("SSO").** ERS expects that the selected TPA shall act in utmost good faith and cooperate with ERS in the implementation of an SSO environment with respect to ERS' external website and the TPA's website at ERS' discretion. As further described in the

Contractual Agreement, ERS Participant records are confidential by law, and ERS maintains other records and information that the TPA shall have access to and which the TPA must keep confidential. Additionally, the Contractual Agreement contains prohibitions on using GBP Participant information for marketing purposes. The TPA must cooperate with ERS in implementing an SSO environment that complies with these provisions of the Contract.

IX. Organizational Information

A. Information required of the TPA responding to the RFP.

A.1. The TPA's full legal name, physical/email address(es), and telephone/facsimile numbers.

Full legal name: [REDACTED]
Physical address: [REDACTED]
Email address: [REDACTED]
Telephone number: [REDACTED]
Facsimile number: [REDACTED]

A.2. Identify the TPA's type of incorporation:

Publicly owned Privately owned
 For Profit Not-for-Profit / Non-Profit

A.3. In which state was the TPA incorporated or formatted? [REDACTED]

A.4. What is the TPA's Federal Identification Number? [REDACTED]

A.5. Date of state of Texas license or Certificate of Authority. [REDACTED]

A.5.a. If the TPA is licensed through the state of Texas as a TPA, include a copy of the TPA's current license or Certificate of Authority. [REDACTED]

A.6. Is the TPA required to maintain any other license(s)? If so, describe and confirm the validity of any valid license(s). [REDACTED]

A.7. Has the TPA ever had its certificate of authority or license to conduct business in Texas revoked? Yes No

If yes, explain. [REDACTED]

A.8. Provide the date that Disability products were first underwritten and/or administered by the TPA. [REDACTED]

A.9. Provide the name, title, mailing/email address(es), and telephone/facsimile number(s) for **the person authorized to execute this Proposal** and any subsequent contract that may be awarded. **This person shall be a company vice president or higher level in authority.**

Name: [REDACTED]
Title: [REDACTED]
Mailing address: [REDACTED]
Email address: [REDACTED]
Telephone number: [REDACTED]
Facsimile number: [REDACTED]

A.10. Provide the name(s), title(s), mailing/email address(es), and telephone/facsimile number(s) for **the individual(s)** responsible for the **(preparation of all materials contained in the TPA's Proposal)** (other than the *Proposal Format Response*).

Name: [REDACTED]
Title: [REDACTED]
Mailing address: [REDACTED]
Email address: [REDACTED]
Telephone number: [REDACTED]
Facsimile number: [REDACTED]

A.11. Provide the firm/attorney names, title, mailing/email address(es), and telephone/facsimile number(s) for the person who shall serve as the **TPA's Legal Counsel** and/or all such

information as it relates to any outside law firm retained by the TPA for purposes of the TPA's RFP Proposal or Contract performance.

Firm name:
Attorney name:
Title:
Mailing address:
Email address:
Telephone number:
Facsimile number:

- A.12. Provide the name, title, mailing/email address(es), and telephone/facsimile number(s) for the person who shall serve as the **TPA's Account Management Team Lead**.

Name:
Title:
Mailing address:
Email address:
Telephone number:
Facsimile number:

- A.13. Provide the name, title, mailing/email address(es), and telephone/facsimile number(s) for the person who shall serve as the **TPA's Account Implementation Team Lead**.

Name:
Title:
Mailing address:
Email address:
Telephone number:
Facsimile number:

- A.14. Provide the name, title, mailing/email address(es), and telephone/facsimile number(s) for the **individual** responsible for preparation of the **TPA's Proposal Response – Information and Format** submitted in Article V.

Name:
Title:
Mailing address:
Email address:
Telephone number:
Facsimile number:

- A.15. Does the TPA propose to utilize subcontractors in the performance, delivery and provision of services and products requested hereunder? Yes No

- A.16. If applicable, provide the information below for each subcontractor and specify what services may be performed by each subcontractor. List each in the following format:


Name:
Physical address:
Mailing address:
Email address:
Telephone number:
Facsimile number:
Services performed:

- A.17. Confirm the TPA's understanding, acknowledgement and agreement that all operations, staff and facilities being proposed in support of the RFP and Contractual Agreement will be onshore within the United States of America ("United States"). Confirm

- A.17.a. The TPA shall also confirm that all products and related services, including, but not limited to, access to and retention of ERS and Participant-related data, shall be done and performed solely within the 50 states of the United States. Confirm

A.17.b. Furthermore, the TPA shall confirm that any of its subcontractors or independent contractors will prevent any person or entity located outside of any of the 50 states of the United States from having access to all ERS, GBP, and PDP information, including, but not limited to, confidential or Participant-related information and data. Confirm



A.18. Provide a company-wide organizational chart reflecting employee name(s) and title(s) for the TPA to be utilized in support of the Contract. Chart should also identify those positions open but not yet filled.

The TPA's organizational chart: 

A.19. Describe the staff (including numbers of full-time equivalent employees) that the TPA and any subcontractor shall utilize to perform, deliver and provide the services, coverages, benefits, equipment, supplies and products requested herein. The TPA shall also provide the specific services to be performed by the subcontractors.

The TPA's staff description:
Subcontractor staff description and specific services to be performed: 

A.20. How many of these employees are located in Texas? Describe the functions these employees perform.



Number of the TPA staff in Texas: 
Description of TPA's staff functions:
If applicable, number of Subcontractor staff in Texas:
If applicable, description of Subcontractor staff functions: 

A.21. Identifying key personnel for the TPA's subcontractor who shall be responsible for any administrative and/or managerial functions of the Contract which shall include a listing of the TPA-related duties and length of time contracted with the TPA.

A.22. Confirm that ALL relevant personnel's licensure(s), including subcontractors if applicable, shall be validated and current throughout the entire term of the Contract. Confirm

A.23. The TPA shall identify five (5) benefit programs for which the TPA currently provides disability services. For these five (5) employers or TPAs, the TPA shall provide the company name, the TPA's primary contact, title, email address, and telephone and facsimile numbers of representatives who are familiar with the TPA disability services provided for the programs and, the number of employees for whom benefits are administered. **ERS is particularly interested in references for public benefit programs of 10,000 employees or greater.**

Note: The TPA's Proposal to this request officially authorizes ERS to contact these organizations or any other person or other entity to discuss the services that the TPA has provided and authorizes any person or entity contacted to provide such information to ERS, and shall release and hold harmless ERS and any person or entity contacted of any and all liability whatsoever in connection with providing and receiving all such information. **The TPA may not provide sponsoring, parent organizations, subsidiaries, or subcontractors as references.**

Company name: 
Account primary contact:
Title:
Email address:
Telephone number:
Facsimile number:
Type of relationship:
Number of employees: 

A.23.a. TPA shall provide the number of clients who have 10,000 enrolled employees or greater. TPA shall distinguish the number of clients that are ASO and Fully-insured arrangements.

- A.24. For the last five (5) years, provide the information for the five (5) largest organizations/entities that have terminated the TPA services for Cause by providing the information listed below. Do not include any entity terminated due to mergers or acquisitions. **ERS is particularly interested in references for public benefit programs of 10,000 employees or greater.**

Note: The TPA's application to this request officially authorizes ERS to contact these organizations/entities to discuss the services and other considerations that the TPA has provided, and authorizes the organizations/entities to provide such information to ERS, and shall release and hold harmless ERS and all such information. **The TPA may not provide sponsoring, parent organizations, subsidiaries, or subcontractors as references.**

Company name:
Account primary contact:
Title:
Email address:
Telephone number:
Facsimile number:
Type of relationship:
Number of employees:



- A.25. Confirm that the TPA shall provide a designated Call Center/Customer Service Unit.
 Confirm

- A.25. Provide the name, title, mailing/email address(es), and telephone/facsimile number(s) of the individual responsible for the preparation of the TPA's **Clarifications** during the RFP evaluation period.

Name:
Title:
Mailing address:
Email address:
Telephone number:
Facsimile number:



- A.26. In the event that the TPA is selected as a finalist, ERS may request a site visit to the TPA's Operational and Information System facilities. To better assist ERS with future travel arrangements, the TPA shall provide the following information for the Operation and Information System facilities:

Physical address of the Operation Facility:
Physical address of the Information Systems Facility:



B. Legal Disclosure Requirements

- B.1. For the most recent ten (10) year period, describe any litigation, regulatory proceedings, investigations, and/or inquiries completed, pending or threatened against the TPA and/or any of its related affiliates, officers, directors, parent companies, subcontractors and any individuals identified by the TPA who will be performing any services and providing coverages required under the RFP and Contractual Agreement. Identify the case number, date filed, full style of each suit, proceeding, inquiry or investigation, including county and state, regulatory body and/or federal district, and provide a brief summary of the matters in dispute, current status and resolution, if any. **The TPA shall not refer ERS to any third party websites or other sources in order for ERS to obtain this information. The TPA must address each aspect of the above paragraph in its response to this question.**

Case Number:
Date filed:
Full style of matter:
County and State, or Federal District:
Regulatory Body:
Brief summary:
Current status:
Resolution:



B.2. Provide a schedule and describe in detail previous contract implementation breakdowns, performance assessments, and contract disputes resulting in suit or settlement and/or contract breaches for the **past ten (10) years** by the TPA (if any), and discuss all measures the TPA took to rectify the situation or remedy the breach. Please separate by governmental and non-governmental clients indicating the reason for the assessment and the amount paid. **List in most recent chronological order.**

Governmental: [REDACTED]
Non-governmental: [REDACTED]
Action taken to resolve issue: [REDACTED]
Assessment amount paid: [REDACTED]

B.3. Confirm that neither the TPA nor any of its affiliates, subsidiaries, employees, principals, directors, or officers, nor, to its knowledge, the TPA's agents, assigns, representatives, independent contractors, and/or subcontractors, who are involved, either directly or indirectly, in the TPA's performance of the Contract, are or may, in the time such parties become involved, be the subjects of any inquiry, investigation, suit, action or prosecution by any state or federal regulatory or law enforcement authority, including, but not limited to, such actions by the U.S. Department of Justice or the offices of any states' attorney general, the U.S. Department of Labor, Department of Health & Human Services, Centers for Medicare and Medicaid Services, or any self-regulatory organization with oversight over the TPA or such parties concerning any violation of state and federal statutes, rules, regulations, or other laws.
 Confirm

B.3.a. During the past ten (10) years, describe any investigations, proceedings, suits, inquiries or disciplinary actions by any state or federal regulatory agency, states' attorney general or any other law enforcement or applicable oversight body against the TPA and/or any of its related affiliates, officers, directors and any person or subcontractor performing any part of the services or providing any of the coverages or supplies in connection with the Contract. Identify the full style of each disciplinary action, suit, inquiry, proceeding or investigation including county and state, regulatory body and/or federal district, and provide a brief summary of the matters in dispute, current status and resolution, if any. **The TPA shall not refer ERS to any third-party websites or other sources in order for ERS to obtain this information. The TPA must address each aspect of the above paragraph in its response to this question.**

Case Number: [REDACTED]
Date filed: [REDACTED]
Full style of matter: [REDACTED]
County and State: [REDACTED]
Regulatory Body: [REDACTED]
Brief summary: [REDACTED]
Current status: [REDACTED]
Resolution: [REDACTED]

B.4. Does the TPA have any pending agreements, negotiations, and/or offers to merge or sell the TPA's organization? This should include any joint ventures or other financial arrangements regarding a pending change in ownership of the TPA's organization that could affect the services described in the TPA's Application or affect the TPA's organizational financial ability to meet its obligations under a Contract with ERS. Yes No

If yes, describe any pending agreements, negotiations, and/or offers to merge or sell the TPA's organization.

B.4.a. Does the TPA have any obligation or arrangement to purchase another firm that would involve substantial commitment of assets or capital? Yes No

If yes, disclose any obligation or arrangement to purchase another firm that would involve substantial commitment of assets or capital.

B.4.b. If applicable, outline the anticipated timelines for the actions reflected in the TPA's responses to items IX.B.4. – IX.B.4.a. above. [REDACTED]

B.4.c. Confirm that the TPA shall notify ERS' Executive Director immediately upon reaching any form of binding agreement in connection with any merger, acquisition or reorganization of the TPA's management as permitted by applicable law. Confirm

B.5. Confirm that the TPA shall notify the Director of Benefit Contracts with any anticipated changes to the ERS' Account Management and/or Implementation Team(s) structure and the TPA's Senior Officers. Confirm

B.6. Does the TPA sale or report any data from its clients, either specifically or in aggregate, to any organizations? Yes No

B.6.a. If yes, provide the following:

- The arrangements for the data sharing; [redacted]
- The details of what data was shared, including how it is masked; [redacted]
- The measures taken to ensure the information is not identifiable; and [redacted]
- Affirm that ERS retains the right to have its data excluded from any type of surveys that the TPA may be involved with. Affirm

B.7. Provide a copy of the TPA's fidelity and liability declarations page reflecting the required coverage limits as specified in the Contractual Agreement. [redacted]

If the TPA considers this document to be confidential and proprietary, place this on your separate schedule as required in Section I.B.23. However, this document will need to be provided for appropriate evaluation of the TPA's Proposal.

B.7.a. Describe the various types of insurance coverage and indemnification provided to protect clients, including for each insurance type: risks covered, TPA, levels, limits, and deductibles. [redacted]

B.8. Describe the errors and omissions coverage and the policy expiration date to be provided by the TPA. [redacted]

B.9. Confirm that the TPA agrees to add ERS as an additional insured on each such policy. [redacted]

C. Data and Information Services

C.1. Provide the name, title, mailing/email address(es), and telephone/facsimile number(s) for the **TPA's Privacy Officer**.

Name: [redacted]
Title: [redacted]
Mailing address: [redacted]
Email address: [redacted]
Telephone number: [redacted]
Facsimile number: [redacted]

C.2. Provide the name, title, mailing/email address(es), and telephone/facsimile number(s) for the **Security Compliance Officer**.

Name: [redacted]
Title: [redacted]
Mailing address: [redacted]
Email address: [redacted]
Telephone number: [redacted]
Facsimile number: [redacted]

C.3. Is the TPA currently in compliance with all HIPAA requirements? Yes No

If yes, the TPA shall confirm that there have been no HIPAA violations alleged against the TPA. Confirm

If no, the TPA shall provide a full description of any HIPAA violations alleged against the TPA within the past five (5) years. The description shall include, but not be limited to:

- a. The identity of the entity that made the complaint;
 - b. The date the complaint was made;
 - c. A description of the complaint;
 - d. The date the complaint was resolved; and
 - e. How the complaint was resolved.
- C.3.a. Please provide a brief description of any HIPAA violations alleged against the TPA. This should include the date of the occurrence, a brief description of what occurred, any fines or penalties assessed against the TPA, and any regulatory body that assessed any such claim.
- C.3.b. Confirm that the TPA has the ability to transmit HIPAA-related data from and to its site via secured site-to-site VPN or other federally approved means of data transmission. Confirm
- C.4. Confirm that the TPA's ability to transmit and receive confidential and sensitive information via encrypted transmission protocols including site to site VPN, SFTP, TLS, etc. Confirm
- C.5. Confirm all files containing confidential and sensitive data will be encrypted using the file level encryption such as PGP, GPG, or other generally accepted encryption methodology. Confirm
- C.6. Confirm that the TPA is currently in compliance with the requirements of all state and federal Privacy rules and regulations. Confirm
- C.7. For the five (5) year period preceding this Proposal, please provide a brief description of any violations alleged against the TPA with regard to any state or federal Privacy rules and/or regulations. [REDACTED]
- C.8. Provide the name, title, mailing/email address(es), and telephone/facsimile number(s) for the **TPA's Technical Consultant** contact for SFTP file management and system service concerns.
- Name: [REDACTED]
 Title: [REDACTED]
 Mailing address: [REDACTED]
 Email address: [REDACTED]
 Telephone number: [REDACTED]
 Facsimile number: [REDACTED]
- C.9. Related to the TPA's administrative and customer service support functions, what are the TPA's contingency plans and procedures for providing back-up service in the event of strike, natural disaster, act of God, backlog, or other events that might interrupt, delay or shut-down service? Provide a brief description. [REDACTED]
- C.10. Provide a copy of the TPA's disaster recovery plan and/or business resumption plan. If the TPA considers this document to be confidential and proprietary, place this on the TPA's separate schedule as required in Section I.B.23. However, the TPA shall provide this document for appropriate evaluation of the TPA's Proposal.
- C.10.a. Provide the results of the TPA's most recent test of the disaster recovery plan and/or business resumption plan.
- C.11. The TPA shall confirm that all ERS-specific Information Technology programming will be performed using personnel located within the 50 states of the United States. Confirm
- C.11.a. The PBM shall confirm that ERS-specific identifiable Participant data shall be cleansed for any system-wide Information Technology programming being performed using personnel located outside the 50 states of the United States. Confirm

D. Financial Reporting Requirements

- D.1. The TPA shall provide copies of the TPA's 2011, or most current NAIC annual statement and a copy of the TPA's most recent audited financial statement. [REDACTED]

- D.2. For each year contracted, the TPA shall submit a copy of its annual audited financial statement by the last business day of June. Affirm that the TPA will provide financial statements as required. [REDACTED]
- D.3. Is the TPA's company a subsidiary or affiliate of another company? Yes No
- If yes, provide full disclosure of all direct or indirect ownership and include an organization chart depicting the parent company, other companies owned by the parent company, and any subsidiary relationships. [REDACTED]
- D.4. Does the TPA have a sponsoring or parent company? Yes No
- D.4.a. Does the TPA have any legal relationships or financial agreements with any other entity?
 Yes No
- D.4.b. If yes, state the name and address of any sponsoring or parent organization or others who provide financial support to the TPA and please describe the following:
- Full Legal Name: [REDACTED]
Mailing Address: [REDACTED]
Type of Support: [REDACTED]
Type of Relationship: [REDACTED]
- D.4.c. Provide an indication of the type of support, i.e., guarantees, letters of credit, etc., if applicable. [REDACTED]
- D.4.d. Provide the maximum limits of additional financial support from other entities or persons, if applicable. [REDACTED]
- D.4.e. Provide a copy of the sponsoring or parent organization's most current audited financial statement, if applicable. [REDACTED]
- D.5. Provide a copy of the TPA's current Statement of Standards for Attestation Engagements ("SSAE16"), SAS 70, Level 2, report, or other outside auditor results pertaining to the accuracy/validity of the TPA's internal operational controls, if available, or explain why such report is not available if applicable. [REDACTED]
- If the TPA considers this document to be confidential and proprietary, place this on the TPA's separate schedule as required in Section I.B.23. However, this document will need to be provided for appropriate evaluation of the TPA's Proposal.
- D.5.a. Provide a copy of the TPA's sponsoring or parent company's current SSAE16, SAS 70, Level 2, report, if applicable. [REDACTED]
- D.6. Provide copies of ratings and reports on the TPA issued by independent insurance rating organizations or similar entities, e.g., A.M. Best's, Moody's, NCQA, Standard & Poor's, etc.

X. Deviations

ERS shall interpret any lack of deviation as the TPA's full agreement to the provisions of the Contractual Agreement and RFP requirements unless specifically and unequivocally stated in detail under Article X., Deviations in the TPA's Proposal. ERS shall interpret the TPA's Proposal to match the specifications herein except for deviations specifically noted and described in response to this item. Deviations will not become a part of the final Contract unless expressly accepted by ERS and agreed to by ERS in writing. In all cases, the RFP and all Contractual Agreement terms shall control. In the event of any conflict between the two, the terms of the Contractual Agreement shall prevail.

Deviations, which are strongly discouraged, must be specifically identified below in order to be considered. General references to or comparisons with a different standard shall not be considered as satisfactory identification of a deviation and shall be deemed void. The TPA understands and agrees that ERS is relying on the truth and accuracy of the TPA's Proposal, that the TPA shall comply with all requirements set forth throughout the entire RFP, and that ERS shall interpret the TPA's Proposal to match the RFP specifications, except for deviations specifically noted and described below.

- A.1. Affirm that the TPA shall comply with all of the **Instructions** described in **Article I** of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each deviation between the TPA's Proposal and these specifications.
The TPA's Requested Deviation Detail:

- A.2. Affirm that the TPA shall comply with all of the **Proposal Evaluation Criteria** described in **Article II** of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each deviation between the TPA's Proposal and these specifications.
The TPA's Requested Deviation Detail:

- A.3. Affirm that the TPA shall comply with all of the **Financial Requirements and Structure** described in **Article III** and bound to the rates the TPA provides in Proposal to the Rate Proposal Section of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each deviation between the TPA's Proposal and these specifications.
The TPA's Requested Deviation Detail:

- A.4. Affirm that the TPA shall comply with all of the **Disability Coverages** described in **Article IV** of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each deviation between the TPA's Proposal and these specifications.
The TPA's Requested Deviation Detail:

- A.5. Affirm that the TPA shall comply with all of the **Communication Requirements** described in **Article VI** of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each deviation between the TPA's Proposal and these specifications.
The TPA's Requested Deviation Detail:

- A.6. Affirm that the TPA shall comply with all of the **Operational Specifications Requirements** described in **Article VII** of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each deviation between the TPA's Proposal and these specifications.
The TPA's Requested Deviation Detail:

- A.7. Affirm that the TPA shall comply with all of the **Information Systems Requirements** described in **Article VIII** of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each deviation between the TPA's Proposal and these specifications.
The TPA's Requested Deviation Detail:

- A.8. Affirm that the TPA shall comply with all of the **Organizational Information** described in **Article IX** of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each deviation between the TPA's Proposal and these specifications.
The TPA's Requested Deviation Detail:

- A.9. Affirm that the TPA shall comply with all of the **Interrogatories** described in **Article XI** of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each deviation between the TPA's Proposal and these specifications.
The TPA's Requested Deviation Detail:

- A.10. While deviations to the Contractual Agreement are strongly discouraged, clearly identify any provisions found in the Contractual Agreement, referenced as Appendix B, to which the TPA is requesting a deviation. ERS is seeking a TPA that will agree to, and comply with, all provisions of the Contractual Agreement. ERS shall presume that the TPA agrees with and will execute the Contractual Agreement unless it clearly and unequivocally specifies any deviations thereto in the TPA's Proposal. In any event, ERS shall not be required to accept any deviations to the Contractual Agreement or to the terms of this RFP. Any such deviations must be specifically agreed to in writing by ERS before they shall form a part of the final agreement between ERS and the chosen TPA.

- A.10.a. Affirm that the TPA shall comply with all of the provisions in the **Contractual Agreement** provided in **Appendix B** of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each Contractual Agreement deviation.
The TPA's Requested Deviation Detail:

- A.11. Affirm that the TPA shall comply with all of the provisions provided in **Appendix C, Business Associate Agreement**, of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each Appendix C, Business Associate Agreement deviation.
The TPA's Requested Deviation Detail:

- A.12 Affirm that the TPA shall comply with all of the provisions provided in **Appendix D, Data Security and Breach Notification**, of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each Appendix D, Data Security and Breach Notification deviation.

The TPA's Requested Deviation Detail:

- A.13. Affirm that the TPA shall comply with all of the provisions provided in **Appendix G, Performance Guarantees**, of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each Appendix G, Performance Guarantees deviation.

The TPA's Requested Deviation Detail:

- A.14. Affirm that the TPA shall comply with all of the provisions provided in **Appendix J, Grievance Procedure**, of this RFP.
 Affirm Affirm with the proposed Deviation

If applicable, enumerate and provide a detailed description of each Appendix J, Grievance Procedure deviation.

The TPA's Requested Deviation Detail:




XI. Interrogatories

In order for the TPA's Proposal to be considered and accepted, the TPA must provide answers to all of the questions presented herein. Each question must be answered specifically and in detail. **Reference should not be made to a prior response, or to another document, unless the question involved specifically provides such an option.** Be sure to refer to the earlier articles of this RFP and the Contract before responding to any of the questions, so that the TPA has a complete understanding of all of ERS' requirements with respect to the bid. For purposes of the Contract and the RFP, "TPA" necessarily includes the TPA, its officers, directors, employees, representatives, agents, subsidiaries, affiliates and any subcontractors and independent contractors.

Answers to the questions included in this Article should be detailed enough to satisfactorily explain the TPA's position on each particular issue. It is the TPA's responsibility to respond to these questions in such a way that ERS has a full and complete understanding of its intent. **It is important that the TPA carefully define any key words or phrases used in answering these questions that are not otherwise defined in the Contract or the RFP. The TPA's Proposal shall use the terms defined in the Contract and the RFP only as they are so defined.**

The TPA acknowledges, understands and agrees that its responses to these Interrogatories and all other provisions of the RFP are material and are being relied on by ERS in connection with the selection of the TPA to provide the services, benefits, equipment, coverages, supplies, products and other services as specified in the RFP.

A. Administrative, Account Management, Customer Service

- A.1. The TPA shall provide a detailed description of the manner in which the TPA proposes to administer the Disability Benefits plan to the Participants. Include responses to the following:
- A.1.a. Account Manager/Account Representative(s);
 - A.1.b. Claims processing;
 - A.1.c. Customer service;
 - A.1.d. Website management;
 - A.1.e. Correspondence unit; 
 - A.1.f. Medical (EOI unit) Underwriting unit; and
 - A.1.g. Publications distribution.
- A.2. Are all administrative services performed internally? Yes No
- A.2.a. If not, where is the administrative facility located?
 - A.2.b. If the TPA contracts with a management company for some or all of its administrative services, please specify:
 - Name of Company:
 - Physical address:
 - Mailing address:
 - Email address: 
 - Telephone number: 
 - Facsimile number:
 - Services provided:
 - Reimbursement Method:

- A.3. If any of the individuals noted in response to item XI.A.2.b. above have been employed by ERS or other state agency or higher education institutions at any time during the two (2) years preceding the Proposal closing date, state the name of the individual, the nature of the previous employment, and the date of termination from employment.
- Name of Individual:
Nature of Previous Employment:
Date of Termination:
- A.4. Provide the names and positions of the TPA's support staff (including numbers of full-time ("FTE") equivalent employees) who shall administer the Disability Plans.
- Names of Support Staff:
Positions of Support Staff:
Number of FTEs:
- A.4.a. Indicate which of these employees are located in Texas.
- A.5. Where will the account representative be located? Will this individual have responsibility for other clients? If yes, how many?
- A.6. Can the TPA perform all medical underwriting for all EOI applications for all of the Disability coverages (disability and medical)? Yes No
- A.7. Describe the TPA's Customer Service Unit by reflecting the following:
- The manner in which the customer service unit is accessed (i.e., web chat, phone, email);
 - The Customer Service unit's hours of operation;
 - The Customer Service unit's handling of complaints; and
 - The Customer Service unit's escalation of procedures.
 - Describe the related training received by each employee category (i.e., claim processors, customer service representatives, supervisors, and other management staff).
 - Identify any dedicated staff units to be assigned to Texas ERS or that you plan to assign to this case.
 - Are customer service representatives separated from the claim processing unit, or do claim processors have customer service responsibilities?
 - Do customer service representatives have the authority to approve claims?
- A.8 Does the TPA provide access to automated, interactive data systems that would provide Participants with information?
- A.8.a. Does the TPA currently maintain an Internet website?
If yes, provide the Internet address.
- A.8.b. Can employees access specific claim information via the TPA website to determine the status of claims and to make inquiries?
- A.9 Describe the TPA's customer satisfaction survey process.
- A.9.a. How often does the TPA conduct these surveys? The TPA shall provide a copy of the results of the TPA's most recent survey.
- A.10. Does the TPA provide any automated customer service support using voice response for routine questions? Yes No
- A.11. How are patterns of customer service inquiries monitored and the subsequent data used to improve claims processing activities?
- A.12. Will the TPA have bilingual customer service personnel available to GBP Participants?
- A.12.a. Please identify all languages spoken.

- A.13. Can the TPA provide a separate toll-free telephone number for GBP Participants?
 Yes No
- If no, please explain.
- If yes, explain how the caller is routed to the appropriate customer service representative.
- A.14. How many telephone calls are received per day/week for your book of business related to:
a. LTD?
b. STD?
- A.15. Are there any special manuals or folders maintained for administrative or policy decision as they relate to LTD / STD for the TPA's book of business? Please describe.
- A.16. Describe in detail the facilities, procedures, and locations that the TPA intends to utilize in servicing those functions required under the plan other than the processing of claims. This response should include a description of:
- A.16.a. The underwriting staff and procedures the TPA will use to carry out the EOI requirements of the plan.
- A.16.b. The actuarial personnel that will be available to confer with ERS' consulting actuary concerning rating and other financial issues.
- A.16.c. Legal and other expertise available to assist ERS in the execution of its duties under the Contract.
- A.16.d. Legal counsel in Austin, Texas that will handle administrative appeals and/or litigation related to GBP claims.

B. Customer Complaint and Grievance Processes

- B.1. Describe the TPA's procedure for handling customer service complaints and inquiries, including how these are differentiated.
- B.1.a. What customer complaint tracking system does the TPA utilize? How long has this system been operational?
- B.2. Briefly outline recent system changes. Include any plans or timelines for schedule future changes to the existing system.
- B.3. Describe the TPA's problem resolution policies.
- B.4. Describe the TPA's internal processes to deal with Participant complaints and grievances.
- B.5. What is the TPA's internal dispute or appeal process available to plan Participants? Please provide a detailed description including any independent review process.

C. Claims Processing

- C.1. For the office that would process GBP Disability claims, please provide:
- C.1.a. The number of clients for whom the TPA currently processes Disability claims; and
- C.1.b. The number of covered employees for whom the TPA currently processes Disability claims.
- C.2. Provide the following aggregate claims information for 2010 and 2011.
- C.2.a. Total claims paid under all plans administered or insured for each of the following types of coverage:

- C.2.a.i. Short-Term Disability; and
- C.2.a.ii. Long-Term Disability.
- C.2.b. Total claims paid under all such plans insured or administered in the state of Texas.
- C.3. Describe the claims processing standards that will be applied to claims generated by each type of coverage.
- C.4. Where is the claims facility located?
- C.5. How many support staff are dedicated to claims processing?
- C.6.. Describe any unique claims processing systems that may generate cost savings to the Plan.
- C.7. Provide a detailed description of the TPA's procedures for assisting claimants in applying for Social Security disability benefits that may be offset against disability claims payments.
- C.8. Describe how or what tools the TPA has to identify other benefits for offsetting purposes.
- C.9. Describe how the TPA handles disability offsets in the following programs:
 - C.9.a. Retirement disability;
 - C.9.b. Social Security;
 - C.9.c. Worker's Compensation; and
 - C.9.d. Any other offset program(s).
- C.10. Describe the TPA's disability rehabilitation program, if any. The description should include staffing as well as procedures.
- C.11. The TPA shall describe the quality assurance programs and measures taken following identification of an error in which the TPA failed to process benefit determinations and payments accurately.
- C.12. The TPA shall describe their processes and work flows for the following:
 - Claims processing;
 - Payment processing;
 - Veterans Administration Benefits Claim processing (see Appendix S, *Veterans Administration Benefits Claim Adjudication Procedures*, for an example); and
 - Any other applicable claims adjudication processes.

D. Claim Intake

- D.1. In what ways does the TPA's firm accept an STD and/or LTD claimant application?
 - a. Phone;
 - b. IVR;
 - c. Internet;
 - d. Paper claim;
 - e. Claim feed; and
 - f. Other, please specify.
- D.2. Indicate the average claim volume received for the TPA's book of business on a daily, weekly, or monthly basis.
 - a. STD
 - b. LTD
- D.3. Are electronic capabilities for submission of STD and LTD claims available? Yes No

If yes, what percentage of the claims is submitted in this manner for the TPA's book of business?
 a. STD
 b. LTD

- D.4. What is the process for logging the initial STD and LTD claim?
- D.5. Describe how eligibility for benefits is verified. What information is required?
 a. STD
 b. LTD
- D.6. Describe the TPA's process for avoiding claim overpayments.
- D.7. Describe the TPA's process for capturing claim overpayments.
- D.8. What percentage of claimants in the TPA's book of business results in claim overpayments.

E. Disability Determination

- E.1. If applicable, the TPA shall fully describe the medical review process to be utilized for disability claims that would be transitioned from the prior administrator.
- E.1a. How will the TPA handle previous disability benefit determinations with which the TPA disagrees?
- E.2. How does the TPA verify if an individual qualifies for disability benefits?
 a. STD
 b. LTD
- E.3. What criterion is used by the claim reviewer to make their decision that the initial disability request qualified as a disability?
 a. STD
 b. LTD
- E.4. Does the claim reviewer record the elements of eligibility for STD and LTD disability benefits that ARE and ARE NOT met with each new claim request? Provide a sample of any worksheet used for this purpose.
- E.5. Describe any review procedures that are conducted after the claim review. Identify if the additional review is performed in house or outsourced.
 a. STD
 b. LTD
- E.6. What are the qualifications of the LTD claim reviewers for the GBP account?

Reviewer Name	Area of Expertise	Clinical Specialty	Qualifications and/or Degrees and/or Designations	# of Years of Tenure with Your Firm

- E.7. Does the TPA track adverse determinations for STD and LTD claims? Yes No
 - a. What percent of claims are denied as not eligible for LTD disability benefits?
 - b. What percent of LTD denials are appealed?
 - c. What percent of LTD appeals are upheld?

F. Claim Payment

- F.1. Confirm your organization generates checks for STD and LTD claim payment.
 Yes, identify frequency.
 No, Please explain.
- F.2. Does the TPA administer partial disability payments? Yes No
- F.3. Briefly describe the work flow from the initial notice date of claim receipt to the release of the initial benefit payment.
a. STD
b. LTD
- F.4. Identify any administrative procedures/policies that may be contrary to the STD and LTD benefit program described in the SPDs.
- F.5. Describe the methods used to track claims. If on-line, will tracking services available to client representatives?
a. STD
b. LTD
- F.6. What is the average number of working days for a claim to be processed (check issued) from the date of receipt for uncomplicated claims?
a. STD
b. LTD
- F.7. What reporting is available to demonstrate the TPA's STD and LTD payment timeliness?
- F.8. How does the TPA handle the administration of tax withholding, reporting, and filing of appropriate IRS W2 forms? With what frequency will tax reports provided to ERS and in what manner (e.g., hard copy, electronic)?

G. Medical Management

- G.1. Once an individual has been accepted to disability status, how does the TPA determine the duration of the disability (e.g., assign duration according to the patient's physician request, assign duration according to a national duration guideline, etc.)?
a. STD
b. LTD
- G.2. Does the TPA anticipate using disability duration guidelines? If so,
a. What is the name of the disability duration guidelines?
b. What is the year the disability duration guidelines were published?
c. What are the qualifications of your staff that use these duration guidelines?
d. How are the disability duration guidelines used?
e. How does the staff learn how to use these duration guidelines?
- G.3. What does the TPA's staff do if the physician and/or claimant request a duration of disability that exceeds the duration in the disability duration guideline the TPA uses?
a. STD
b. LTD
- G.4. What does the TPA's staff do if there does not appear to be a relevant duration of disability in the LTD disability duration guideline the TPA uses?
- G.5. What amount of disability duration does the TPA's staff select if the disability duration guidelines show a range of days or weeks?
a. STD
b. LTD
- G.6. If a claimant wanted a duration of disability that was longer than what was requested by their physician, would this be permitted by the TPA's staff?

- G.7. What does the TPA request the TPA's staff record in their case notes about the clinical situation related to the LTD disability and the duration of disability requested versus assigned by the TPA's staff?
- G.8. Does the TPA report on the difference between the disability duration that the physician/claimant requested versus the duration in the TPA's disability duration guidelines?
- G.9. Does the TPA report on the difference between the disability duration that the physician/claimant requested and the eventual RTW date or exhaustion of disability benefits?
- G.10. What is the goal of the TPA's disability case management program?
 a. STD
 b. LTD
- G.11. Once a case is assigned an initial disability duration, when does the TPA want its staff to check on the status of that case again?
- G.12. Does the TPA have any expectations that some or all cases will be reviewed by its licensed clinician, such as a registered nurse or physician?
 a. STD
 b. LTD
- G.13. Does the TPA have any expectations that some or all LTD cases will be reviewed by the TPA's vocational rehab experts?
- G.14. With what frequency does the TPA hold internal staff case meetings/team meetings where the TPA's staff brings difficult cases, prolonged duration cases, unique cases for education and assistance? Who chairs these meetings?
- G.15. Does the TPA require that the TPA's staff create an individual care plan for each STD and LTD disabled case? If so, please describe who creates the care plan and what is the purpose of the care plan, what is described in the care plan, how often it is updated?
- G.16. How does the TPA's staff access the disability plan document/SPD for each relevant applicable location?
- G.17. When training new staff on the account, what does the TPA teach them about the plan document information that is relevant to their disability case duties?
- G.18. Please describe or provide the TPA's written protocol (internal policies and procedures) which guides the performance of the TPA's disability case managers. Please clarify any differences for STD and LTD.
- G.19. Does the TPA have written protocol (internal policies and procedures) that outlines if and when the TPA's non-medical case managers are to involve a licensed clinician in the management of a LTD case?
- G.20. What percent of the LTD cases the TPA currently manages are terminated prior to the end of the individual's LTD benefit period because of the TPA's program's medical management services (e.g., RTW, determined to be no longer disabled, exhausted LTD benefits, etc.)?
- G.21. Is a higher level of review to be performed if a claim transitions from STD to LTD? Please provide qualifications of those reviewers (i.e., nurses, physicians, etc.).

Reviewer Name	Area of Expertise	Clinical Specialty	Qualifications/Degrees

- G.22. Do you have a fraud detection unit or program in place for STD and LTD cases?
 Yes, please describe.
 No, please explain.
- G.23. What surveillance and/or fraud and abuse services does the TPA undertake for STD and LTD cases?
a) In what percent of cases are these services utilized?
b) What percent of claims submitted were denied because of misrepresentation and/or fraud?
c) Does the TPA use an outside vendor for its fraud and abuse investigations? Identify the firm.
d) Will the TPA provide reports to ERS on the number of cases investigated versus the results of the investigation?
- G.24. Does the TPA utilize Independent Medical Evaluations (IME) and Functional Capacity Evaluations (FCE) for STD and/or LTD cases? Yes No
a. Who performs the IMEs?
b. Who performs the FCEs?
c. Describe the general process(es) that would prompt their use.
- G.25. Describe the TPA's most effective means to detect fraud, abuse and other improprieties.
- G.25.a. How is the TPA qualified to perform this task, and how does the TPA undertake such a service?
- G.26. What is the TPA's role on an STD and LTD case in attempting to rehabilitate the worker back into their previous position?
- G.27. Does the TPA implement any type of vocational rehabilitation services in the course of its LTD case management? Please explain.
a. What percent of cases are referred to vocational rehabilitation?
b. Are there certain types of cases that never receive a recommendation for vocational rehabilitation?
c. What types of cases are never recommended for vocational rehabilitation?
- G.28. Does the TPA administer programs with return to work incentives? For example, a feature that would allow an employee to attempt to return to work, part-time, and remain disabled which would allow the employee to earn up to a set percentage of pre-disability?
Yes No
- G.28.a. If yes, the TPA may provide a separate quote for its return to work programs for ERS to review and/or consider.
- G.29. How does the TPA manage the following types of disabilities? Please describe any differences between STD and LTD
a. Mental health
b. Substance abuse
c. Subjective disabilities (e.g., chronic fatigue syndrome, chronic pain, fibromyalgia, etc.)

G.28. Please indicate the frequency at which each of the following screenings/assessments will be conducted during an STD and LTD case, the screen tool used, the percentage of GBP's claims that are screened, and the actions taken as a result of the screening:

Screening	Screening Tool/Frequency	Criteria for Conducting	Percentage of Cases Completed	How is the assessment used in the Management of the Claim?
Depression				
Alcohol				
Anxiety				
Work Limitations				
Productivity				
Other: (Please Describe)				

G.29. Please indicate the percentage of all STD and LTD claims that are referred to the following client resources, the criteria used for referral and what follow-up occurs after the referral? Please include the brand name for each resource.

Screening	Percentage Referred	Criteria for Referral	Follow-up after Referral
EAP			
Wellness Coaching			
Work/Life Resources			
Financial Counseling			
Disease Management			
Maternity Management			
Other: (Please Describe)			

G.30. How does the TPA handle an STD or LTD case that no longer meets the clinical criteria for a continued disability?

G.31. Who re-evaluates a case for continuing disability?
 a. STD
 b. LTD

G.32. How often are STD and LTD cases to be re-evaluated for continuing disability status?

G.33. How is the STD and LTD re-evaluation schedule monitored for compliance?

G.34. How will the results of the STD and LTD re-evaluation be reported back to ERS?

G.35. What national guidelines does the TPA use for:

a. LTD disability determinations?

- b. Duration of disability for LTD?
 - c. STD disability determinations?
 - d. Duration of disability for STD?
- G.36. What are the qualifications of the following:
- a. Individuals managing each disability case
 - b. Supervisors over disability cases
 - c. Medical Director for disability cases
- G.37. Will dedicated disability managers/case managers assigned to this account?
- G.38. How long have the case managers been employed?
- G.39. What training is required to be a case manager?
- G.40. Do case managers have authority to approve claims?
- G.41. How many cases are assigned per case manager?
- a. STD
 - b. LTD
- G.42. Do case managers have on-line access to case details and claims information?
- G.43. How often and in what manner does the TPA communicate with the claimant's physicians?
- a. STD
 - b. LTD
- G.44. What diary system does the TPA's staff use to track tasks that need to be done in the course of managing these disability cases?
- a. STD
 - b. LTD
- G.45. What support does the TPA provide to spouses and dependents of a disabled employee?
- G.46. List the three most recent in-house educational programs provided to the TPA's case managers.

Title	Date	Presenter	Credentials

- G.47. What reporting will the TPA provide to ERS to demonstrate the level and impact of its interaction with claimants?
- G.48. How is the performance of the TPA's claim management staff evaluated?

H. Financial Information

- H.1. Describe the TPA's reserving methodology for determination of each of the following reserves for each disability plan:

- H.1.a. Reserve for future payments on approved claims;
- H.1.b. Reserve for pending claims;
- H.1.c. Reserve for accrued but unpaid payments; and
- H.1.d. Reserve for incurred but unreported claims.
- H.2. Describe how the TPA handles the following:
 - H.2.a. Stale dated checks;
 - H.2.b. Tracking; and
 - H.2.c. Reporting, etc.
- H.3. Article III (*Financial Requirements and Structure*), Section E (Payment Methodology) describes the current, and preferred, ERS payment and claims reimbursement methodology. ERS is willing to consider alternate methodologies. Please describe any alternative methodologies (i.e., line of credit, pre-funded account or other banking arrangement) the TPA may propose and TPA's experiences with these arrangements.
- H.4. Confirm that the TPA is willing to fund a pre-implementation audit to be conducted by a third-party of ERS' choice. The audit will encompass a review of operational, administrative, and claims processing readiness. The cost of this audit will not exceed \$40,000.
- H.5. What dollar amount(s), or percentage of administrative fees, will TPA put at-risk for Performance Guarantees? (See Article XII., Appendix G, *Performance Guarantees*)

I. Management Reporting

- I.1. Describe the TPA's data analysis and reporting capability. Provide current samples of available reports.
 - I.1.a. How often are these reports prepared?
- I.2. Is there an additional cost involved with customized reporting?
- I.3. Provide a copy of all forms and procedures required or used in administering the coverages.
- I.4. Are reports available electronically? (The GBP expects the standard reports package to be provided at no additional cost.)
- I.5. What additional *ad hoc* reports are available and at what cost?
- I.6. Describe the TPA's specific calculation methodology used to arrive at ERS' acceptable standard referenced in Appendix F, *Data Supplement Instructions and Supplement*.
- I.7. What data fields are captured in the TPA's claim reporting?
 - I.7.a. What data elements is the TPA able to search claims data by?

XII. Appendices

- A. Signature Pages
- B. Contractual Agreement (to be published at a later date, vendors will be notified)
- C. Business Associate Agreement
- D. Data Security and Breach Notification
- E. Benefits Book for the Group Disability Plan for active employees
- F. Data Supplement Instructions and Supplement
 - I. Disability Plan Demographic Enrollment History – Sept. 2008 – Aug. 2012
 - J. Total Program Enrollment – August 2012
 - K. Disability Plan Demographic Enrollment History – Oct. 2006, Dec. 2007, 2009 & 2010, Nov. 2011 and Aug. 2012
 - L. Program Salary Information - Oct. 2006, Dec. 2007, 2009 & 2010, Nov. 2011 and Aug. 2012
 - M. Disability Claimants and Payments – Sept. 1, 1999 – Aug. 31, 2012
 - N. Long Term Disability Claimant Listing – Aug. 31, 2012
 - O. Rate History – FY 2001 – FY 2013
 - P. Financial Experience Summary
- G. Performance Guarantees
- H. ERS Brand Guidelines
- I. Glossary of Definitions
- J. Grievance Procedure reflected in Administrative Code
- K. ERS Style Guide and Usage Manual
- L. Call Center Metrics
- M. Sample Go-Live Contingency Plan
- N. Master Benefit Plan Document for Disability Income Benefits Plan
- O. Sample Monthly Administrative Performance Report
- P. Paid Disability Claims
- Q. Sample Quarter Performance Review Report
- R. Sample Annual Statistical Report
- S. Veterans Administration Benefits Claim Adjudication Procedures
- T. Census Data