



INDIANA UNIVERSITY
PURCHASING DEPARTMENT

Request for Proposal

For

**Health Savings Account (HSA) and Flexible Spending Account
(FSA) Administrative Services**

RFP-PRO-1789-2025

Final response due no later than

5:00 p.m. (EST-Indiana) on May 21, 2025

Issued by:

Stephanie Shockley
Strategic Sourcing Manager
Email: sfarrel@iu.edu
Issued: 4/28/2025

Section A. Table of Contents

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Section B. Purpose

Section C. Background

Section D. Proposal Instructions and Conditions (reference Prerequisites)

Section E. Schedule of Events

Section F. Statement of Needs

Section G. Terms & Conditions (reference Prerequisites)

Section H. Proposal Response

B. Purpose

Indiana University (IU) is requesting proposals from firms interested in serving as a qualified Health Savings Account (HSA) trustee and Flexible Spending Account (FSA) administrator. The successful firm will establish, manage, and administer HSAs for all Indiana University plan members enrolled in the High Deductible Health Plan that are participating in the HSA and administer FSAs and/or Dependent Care Accounts (DCAs) for employees choosing to participate in the flexible spending program.

The intent of this Request for Proposal (RFP) and the ensuing process is to provide firms with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal. Specific terms and conditions are outlined.

Selection of the successful firms (Supplier) will be based upon a variety of factors such as:

- Ability to meet minimum compliance requirements
- Ability to meet administrative needs and experience in serving similar clients
- Health Savings and Spending Account services
- Debit Card and Banking capabilities
- Pricing, financial terms and performance guarantees
- References

These criteria are listed in order of importance.

As used within this RFP, “Participant” shall refer to those companies receiving and responding to this RFP. “Supplier” shall refer to the successful Participant of the process. “University” shall refer to Indiana University.

C. Background

Indiana University is one of the largest universities in the nation. Founded in 1820, Indiana University is a public, multi-campus, state-supported educational institution with undergraduate and graduate full-time equivalent students from throughout the U.S. and the world exceeding 91,000. It has more than 23,000 faculty, professional and support staff that support its educational, research and public service missions.

The University is interested in receiving offers to administer, streamline the efficiency, and ensure compliance of its HSA and FSA offerings through a third-party Supplier who can deliver industry leading performance in administration of these accounts.

The work included in this RFP is for services that include HSA and FSA administration for the University's plan participants. A description of the benefits available under these plans may be viewed at <https://hr.iu.edu/benefits/index.html>. For more general information about the institution, please visit the institution's home page at <https://www.iu.edu/>.

Summary 2025 data is as follows:

FSA

Plan	Enrollment (as of 03/31/25)	Elections 2025	2022 Forfeitures	2023 Forfeitures
FSA Healthcare (includes rollover accounts)	1018	\$914,552	\$120,596	\$125,233
Limited FSA Healthcare (includes rollover accounts)	1204	\$1,080,990	Included with the FSA Healthcare amount	Included with the FSA Healthcare amount
FSA Dependent Care	974	\$3,818,466	(\$2,458.50)	\$135,438

HSA

Plan	Enrollment (as of 04/01/25)	Total Contributions 2024	Cash Account Balance (as of 03/31/25)	Investment Account Balance (as of 03/31/25)	Total Account Balances (as of 03/31/25)
HSA	15,911	\$69,293,960	\$84,048,359	\$88,416,772	\$172,465,131

D. Proposal Instructions and Conditions

Reference Prerequisites Section – Proposal Instructions and Conditions

All questions and inquiries regarding this document should be submitted via the JAGGAER Supplier Portal. If you experience issues, you may directly contact **Stephanie Shockley**, *Purchasing Strategic Sourcing Manager*, at sfarrel@iu.edu EXCEPT FOR CASES AUTHORIZED IN WRITING BY **STEPHANIE SHOCKLEY** DURING THE DURATION OF THIS RFP PROCESS, THROUGH SELECTION AND NOTIFICATION, ANY COMMUNICATION BY PARTICIPANTS WITH INDIANA UNIVERSITY STAFF OTHER THAN **STEPHANIE SHOCKLEY** MAY RESULT IN IMMEDIATE REJECTION OF THAT PARTICIPANT. Questions regarding this RFP should be submitted through the Q&A Board within the Supplier Portal. Questions asked after the deadline may not be answered.

Please note that all prerequisites must be agreed to before a proposal can be submitted. Any requested edits to the prerequisites can be submitted as an addendum to the participant's proposal. If needed, negotiations related to the language in the prerequisites will occur before an award is made.

E. Event Schedule

ACTIVITY	DATE
Request for Proposal issued.	4/28/2025
Participants' questions concerning the proposal must be received no later than 5:00 pm Eastern Time.	5/9/2025
An email response or status of response will be provided no later than 5:00 pm. If the information is related to substantive content of the RFP, then clarifications will be sent to all known participants of the RFP.	5/16/2025
Proposals due by 5:00 pm Eastern Time	5/21/2025
Remote or on-site demos/presentations will be scheduled as deemed necessary	6/26-7/1/2025
Selection of supplier no later than	7/31/2025
Service start date	1/1/2026

F. Statement of Needs

Objectives:

The successful Supplier must provide overall project management for the tasks in this contract, including the day-to-day management of its staff and assist University HR staff pertaining to their assignment to this project. The successful Supplier must provide administrative support for its staff and activities. It is expected that the successful supplier chosen as a part of this process will remain in place for at least five (5) years with a mutually agreed upon option to renew in two-year increments. Throughout the contract, the successful Supplier must employ ongoing project management techniques to ensure a comprehensive work plan is developed, executed, monitored, reported, and maintained. The University will provide oversight for this entire project.

Scope of Work:

HSA

The vendor will open an HSA for all eligible HDHP members, manage the HSAs and all required compliance and reporting, provide debit card processing, educate members on the investment strategies and financial options available for accountholders, develop and host an HSA portal website, offer online account services, respond to questions from members, develop educational materials, provide training to benefits administration staff on the operation of the HSA, and collaborate with other vendors as necessary.

FSA/DCA

The vendor will manage all claims substantiation and adjudication, member communications, debit card processing, employer interfaces and interactions, customer service, provide a coordinated HSA and FSA portal website, and provide member and employer reporting and compliance support.

The successful Supplier must provide and perform all services as identified in accordance with appropriate government regulations, industry standards, and those designated in this RFP. The successful Supplier must utilize qualified personnel that are able to perform the work required and specified in this RFP.

The work includes all levels of service provision, or oversight and management of, and responsibility for, fulfilling the requirements of this project. All operating expenses associated with the management, and maintenance, including without limitation, the successful Supplier's fees, which must be disclosed in Section H of this RFP.

Offers submitted should be clear and complete to cover all requirements. Suppliers should address and describe, in as much detail as possible, their individual roles and obligations, and those of applicable subcontractors, if required, to ensure that the University will be satisfied with eventual outcomes in each of the areas of responsibility represented in this RFP.

The successful administrator will:

- Adhere to all State and Federal laws and the administrator must maintain compliance with all State and Federal laws as they pertain to the administration and management of the programs.
- Provide members with an electronic payment debit card on a major card-processing platform that is Inventory Information Approval Systems (IIAS) Compliant.
- Accept enrollment information in a method specified or acceptable to the University.
- Correctly process all enrollment additions, changes, deletions, as well as demographic changes within three (3) business days of receipt.
- Hold all account funds in an FDIC insured bank or institution with a non-bank custodial license.
- Utilize accounting and business processes that provide for the correct crediting of member accounts.
- Routinely review the overall effectiveness of the programs and provide the University with consultation and recommendations.
- Be liable for any penalty or interest payable to the Internal Revenue Service or other State agency and assessed against the University, the plan, or program(s) if the penalty and/or interest assessed results from the information or services provided by the vendor, or the failure of the vendor to provide information or services.
- Provide a strategic communication campaign.
- Provide and assign a dedicated account manager.
- Provide complete administration of the University's FSA and HSA plans so that eligible employees may participate in one or more plans.
- Provide investment options for Health Savings Account balances exceeding \$1.

- Develop and implement all operational policies and procedures necessary for the effective and efficient third-party administration of the plans. Advise the University when operational changes are necessary to comply with State or Federal laws.
- Conduct appropriate non-discrimination testing on an annual basis.
- Receive enrollment data and any changes from the University's system of record in a mutually agreed format.
- Allow participants to access account balances, submit and track claim status, review and make investments, and interact with customer service online, via an app, or over the phone.
- Accept employer contributions to the HSA on the University's payroll schedule. Employer contributions are on an as-earned basis.
- Monitor contributions to ensure compliance with IRS limits so there are no adverse taxable consequences to account holders for excess contributions.
- If desired by the University, provide Single Sign-On (SSO) access to a secure portal website which allows a member to review
- Provide toll-free customer service lines with TTD capability and appropriate customer service staff to communicate with members.
- Handle the resolution of any discrepancy with the University in an expedited manner.
- Respond to inquiries from participants within twenty-four (24) hours.
- Work collaboratively with the University to develop an annual marketing plan that includes a variety of targeted marketing content and deliverables. Furnish approved communication information to participants.
- Information specific to a participant's account shall be available to be printed and mailed to the employee's address on file, unless paperless delivery is elected.
- Provide mutually agreed reports on a mutually agreed basis, to the University concerning participation in, and the administration of, the plans.
- Provide multiple methods of FSA/DCA substantiation, i.e., web, mobile, email, fax, and mail preferred.
- Provide an Americans with Disabilities Act (ADA) compliant website and TTD telephonic capabilities.
- Have demonstrated experience with other universities or organizations of similar size and scope.

G. Terms & Conditions

Reference Prerequisites Section – Terms and Conditions

H. Proposal Response

Please respond by uploading your responses under the *Supplier Attachments* section in the BUY.IU system for RFP-PRO-1789-2025.

Complete the following which are located in the *Buyer Attachments* section of this RFP:

- HECVAT 4.03
- General Proposal Questions
- HSA/FSA Pricing Questions
- HSA/FSA Specific Proposal Questions

In the course of performing the activities that are the subject of this RFP, your organization and personnel may access, collect, receive, maintain, distribute, process, store, use, transmit, dispose of, and otherwise handle or be exposed to sensitive institutional data of Indiana University (hereafter, “data activities”). The data may be in hard copy (paper) and/or electronic format. To address this, please upload a file that contains your responses to the requests listed in the attached "*Data Privacy and Security*" file (Attachment A) as well as recent Accessibility Conformance Reports (ACRs) for your organization’s website(s) and mobile app(s). ACRs can be obtained by accessing a Voluntary Product Accessibility Template (VPAT) here: <https://www.itic.org/policy/accessibility/vpat>. A VPAT is used to document how your organization’s products/services comply with accessibility standards and guidelines.

Lastly, due to the nature of this project an executed business associate agreement between the University and Supplier will be required before disclosing Protected Health Information (PHI). See Exhibit A (*Business Associate Agreement*) under the Supplier Attachments section.

Proposal Instructions and Conditions

- D1 All questions and inquiries regarding this document should be submitted via the Question and Answer Board. EXCEPT FOR CASES AUTHORIZED IN WRITING by the contact listed for this RFP, during the span of the activity calendar indicated in this Solicitation (RFP issuance through official notification of award/non-award), participants are to communicate only with the listed contact. The Question and Answer Board is the preferred method of contact. A participant(s) who contacts any other individual directly by any means regarding this Solicitation, without the approval of the contact listed for this RFP may, at the University's discretion, be eliminated from all further consideration. Questions regarding this RFP should be submitted as they occur. Questions asked after the deadline shown in the schedule in Section E will not be answered.
- D2 The proposal must be received by the specified due date and time. A legally authorized representative(s) of the participant must sign the proposal.
- D3 Office hours are: Monday through Friday, 8:00 am-12:00 noon and 1:00-5:00 pm EST-Indiana.
- D4 The University reserves the right to waive any irregularities, to reject any or all proposals, and to select the proposal that, in the sole opinion of The University, best meets The University's interests. The University also reserves the right to negotiate with potential bidders so that its best interests are served. Proposals will be evaluated on the assumption that the proposed rates are your most favorable.
- D5 The University will not pay for any information requested herein, nor is it liable for any costs incurred by the participant in responding to this request. All proposals submitted become the property of the University; they will not be returned and may be subject to the Freedom of Information Act.
- D6 Participants may withdraw their proposals prior to the closing date and time. The proposal constitutes an offer by the participant, which shall remain open and irrevocable for a period of 90 days.
- D7 After the RFP closing time, proposals will be opened and reviewed at the convenience of the University Purchasing Department. There is no public opening.
- D8 The University reserves the right to accept the proposal that appears to be in the best interests of Indiana University and to negotiate a contract with that participant using the proposal submitted as a basis.
- D9 The University reserves the right to award multiple contracts if deemed by University to be in its best interest. Consequently, any contract awarded does not provide supplier exclusive rights.
- D10 Any information released either verbally or in writing prior to the issuance of this request shall be deemed preliminary and not binding upon the University in any manner.
- D11 If requested, participants must submit audited financial statements for the past two (2) years (or equivalent data) in order to demonstrate financial capability to provide the required services.
- D12 Participants may be invited to come to Indiana University to provide a presentation about their submission at their own expense.
- D13 The University will not enter into any agreement or execute any contract or affix signature to any document from a participant whose terms, written or verbal, require the University to waive all conditions or requirements negotiated, provided for in this document, our purchase order, or by mutual consent. Any document containing a clause or clauses that serve to supersede all other documents attached to this transaction may be rejected.

- D14 Notwithstanding any other provision of this Request for Proposal, the University expressly reserves the right to:
1. Conduct discussions with any or all participants for the purpose of clarification of proposals;
 2. Accept, reject, or negotiate the terms of any proposal, or any parts thereof, for the purpose of obtaining the best and final offer;
 3. Reissue a Request for Proposal;
 4. Select the finalist(s) based on the University's analysis and evaluation of proposals submitted.
 5. Request presentations of proposals if the University feels further information is appropriate to the decision-making process.
- D15 The University reserves the right to use any and all concepts presented in any reply to obtain the most beneficial and effective path to achieving the desired goals. Selection or rejection of submittals shall not affect this right.
- D16 By virtue of submittal, the participant is attesting that all requirements, terms, and conditions in Section G have been read and understood. Unless the responding participant expressly and specifically provides otherwise in its written proposal, the proposal received in response to this Request for Proposal shall automatically be deemed to include the responding participant's agreement to all terms and conditions of the RFP.
- D17 Contracted supplier/Subcontracting. Selected suppliers will be considered "preferred contractors" with respect to any work they are awarded. Any use of subcontractors must be approved in writing by IU. Contracted suppliers are encouraged to solicit quotes from Minority and Women-Owned Business Enterprises and Veteran Owned Business Enterprises when requiring subcontractors.
- D18 In consideration of the Homeland Security Act, a Supplier selected by the University may by necessity become privy to infrastructure information that is proprietary and confidential. A selected Supplier may receive access to protected systems or media containing restricted information provided for the sole purpose of facilitating delivery of the services or product(s) requested in this Solicitation. The preferred Supplier may be permitted to use and/or retain such information by effecting a Non-Disclosure Agreement and providing a contractual guarantee that you will afford appropriate measures to secure the information provided to you. Further, you agree to return any such proprietary information at the completion or termination of contract.

Section G: Terms and Conditions

The following clauses may become part of the governing agreement should an agreement be entered into by the Supplier and the Trustees of Indiana University.

Headings: The headings used in this Agreement are for convenience only and do not constitute substantive matters to be considered in construing its terms. The use in this Agreement of the terms “include,” “includes,” “including,” and “such as” shall be deemed in all cases to be followed by the words “without limitation”.

Independent Contractor: Supplier is an independent contractor. The employees of Supplier are not employees of the University, and the employees of the University are not employees of Supplier. Nothing in this Agreement shall be deemed or construed to create a partnership, agency relationship, or joint venture between Supplier and the University. Supplier will have no authority to enter into contracts binding upon University.

University Policies: While on the premises of the University, Contractor must comply with all University policies regarding conduct and academic ethics, including but not limited to nondiscrimination, smoking, possession of weapons, illegally possessed controlled substances, obligations to make notification of suspected child abuse or neglect, and, depending on the nature of the engagement, to conduct criminal background checks on employees. Policies are located at: <https://policies.iu.edu/>. Contractor hereby agrees to follow all Indiana University requirements provided in Indiana University’s most current Public Safety Advisories or Public Health and Safety Guidance related to any infectious disease outbreak.

Collusion: Supplier affirms that this Agreement was not the result of collusion with any employee or agent of the University. If Supplier provides University with any sort of recommendation regarding the purchase or use of a third-party product or service, Supplier shall disclose to University, before or at the time of making such recommendation, if Supplier has any sort of personal or financial interest in the third-party Contractor offering the product or service or receives any sort of compensation or incentive for providing such recommendation.

Assignment: Supplier agrees that no right or duty may be delegated or assigned to another party without University’s prior approval.

Conflict of Interest: Private and non-profit corporations are bound by state statute regarding conflicts of interest by employees in the conduct of state agreements. As such, a completed Conflict of Interest form will be required to accompany the signing of the Agreement in the event a potential conflict of interest is identified.

Subcontractors: Supplier shall not utilize any subcontractors in performing any obligations hereunder without University’s prior express written consent. If University does consent to a subcontractor, Supplier shall at all times remain liable for the actions and omissions of such subcontractor under this Agreement.

Flowdown Provisions for Federally Funded Grants: Supplier agrees to abide by federal contract requirements as appropriate for federally funded projects. Refer to this page for terms and conditions that are incorporated into this agreement by reference: <https://purchasing.iu.edu/resources/flowdown.php>.

Sequential Liability

The University shall not be obligated to pay Supplier any sum in excess of the total authorized purchase order amount and Supplier shall not be obligated to continue performance or to incur costs in excess of the stated sum unless funding is increased through written supplement to the Purchase Order.

Applicable Law/Governing Law

This Agreement shall be construed in accordance with and pursuant to the internal laws of the State of Indiana, without regard to choice of law rules. Further, the Parties:

- i. Agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state court of competent jurisdiction in Monroe County, Indiana, or in federal court of competent jurisdiction in the Southern District of Indiana;
- ii. Consent to the personal jurisdiction of such courts; and
- iii. Waive any defense of forum non conveniens.

Limitation on Damages

Neither party shall be liable to the other or to any third party for any consequential, indirect, special, or incidental damages, including lost profits, alleged to arise out of the performance or material breach of this Agreement.

Indemnification

Supplier, including its officers, directors, agents, employees, and affiliates shall defend, indemnify and save harmless The Trustees of Indiana University, its officers, agents and employees and any other person for whom University may be legally liable ("Indemnified Parties") from and against any and all losses, costs, interest, damages, liabilities or expenses paid (including costs of defense, settlement, and reasonable attorney's fees) which arise out of or are in connection with all claims, demands, actions, suits, appeals and proceedings, or the settlement thereof, based on actual or alleged injuries, damages, or liability of any kind whatsoever sustained in connection with this Agreement, arising from any cause whatsoever except for gross negligence and willful misconduct of the Indemnified Parties.

Termination with Cause

Should either party breach any material terms or provisions of the Agreement, the non-breaching party may terminate this Agreement immediately. Non-breaching party shall promptly serve the breaching party a notice setting forth the alleged breach and intent to terminate. Notice may be sent by e-mail; however, if confirmation of termination is not received within 10 days a second notification must be made by certified mail to the signatories listed in the Agreement.

b. The University may cancel the Agreement for breach, as determined by the University, of any material terms or provisions, including but not limited to insufficient insurance coverage or service unsatisfactory to the University. This may also include any cessation or diminution of service including but not limited to failure to maintain adequate personnel whether arising from labor disputes, or otherwise, any substantial change in ownership or proprietorship of the Contractor which, in the opinion of the University, is not in its best interest.

Accessibility

Supplier shall employ sufficient measures to ensure accessibility and to comply with applicable laws and regulations and relevant industry standards.

Industry Standards: Supplier represents and warrants it has adopted and stays current with a set of commonly used accessibility standards which substantially align with (or are reasonably analogous to) the baseline of standards recommended by Section 508 of the Rehabilitation Act and/or by the Web Accessibility Initiative Web Content Accessibility Guidelines (WCAG) 2.1 AA. The accessibility standards adopted by the Supplier must be published by an independent, authoritative entity and approved by IU. Supplier hereby agrees to use reasonable efforts to provide product maintenance and upgrades in a manner that does not compromise existing product accessibility.

Accuracy of Documentation; Remediation: Supplier represents and warrants the accuracy of all documentation and information that it provides to IU with respect to the technical and administrative safeguards it uses to ensure accessibility during the application development lifecycle, including any HECVAT responses or VPAT documentation that Supplier provides to IU upon request. Supplier agrees to remediate any accessibility nonconformities listed in its documentation, as well as any nonconformities that Supplier is aware of and/or discovers outside

of its documentation, during the evaluation period (within 120 days from the beginning of this Agreement) at no cost to IU.

Notice of Nonconformity: Supplier will notify IU promptly of any material nonconformity to applicable standards and requirements of its product and/or applications of which Supplier becomes aware during the term of this Agreement.

Defect handling and resolution: If IU discovers an accessibility defect in the Supplier's product that violates the agreed upon standard(s), the Supplier agrees to manage the defect in accordance with its normal service level agreements related to software defects (and not treated as feature requests or requests of that nature). Further, Supplier agrees to provide IU with a roadmap that identifies the accessibility defect(s) in question alongside a timeline under which Supplier agrees to address the accessibility defect(s).

Indemnification: Supplier shall defend, indemnify, and hold harmless IU for all direct costs, expenses, and liabilities incurred by IU as a result of Supplier's breach of the accessibility obligations included in this section, including any costs incurred by IU in providing accommodations required to mitigate accessibility barriers in the Supplier's product. These remedies shall be in addition to any other remedies provided within this Agreement or available under applicable law.

Confidentiality of Data

- a. **Definition of IU Data:** "IU Data" shall be interpreted broadly to include any and all IU-related institutional and personal data, whether in physical or electronic/digital form, which Supplier receives, collects, interacts with, stores, views, processes, accesses, is exposed to, uses, creates, maintains, transmits, disposes of, or otherwise handles (hereafter "data activities").
- b. **Confidentiality:** Supplier shall treat all IU Data that is not publicly-available as confidential.
- c. **Data Security Measures:** Supplier shall employ sufficient administrative, physical, and technical data security measures to protect IU Data and to comply with applicable laws and regulations and relevant industry standards.
 - iv. **Data Encryption:** Supplier represents and warrants that any sensitive, regulated, or legally-protected IU Data upon which Supplier performs data activities, including any data constituting student education records, will be encrypted both in transit and at rest with widely-respected encryption protocols/algorithms.
 - v. **Industry Standards:** Supplier represents and warrants it has adopted and stays current with a set of commonly used security standards which substantially align with (or are reasonably analogous to) the "Moderate" baseline of standards recommended by National Institute of Standard and Technology (NIST) SP 800-53 (<https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>). (See also, <http://csrc.nist.gov/publications/PubsByLR.html>.) The security standards adopted by Supplier must be published by an independent, authoritative entity.
 - vi. **Accuracy of Documentation:** Supplier represents and warrants the accuracy of all documentation that it provides to IU with respect to the physical, technical, and administrative safeguards it uses in the course of its data activities.
 - vii. **IU Requested Mitigation:** If IU determines a change to the features or functionality of Supplier's product or service is reasonably needed to ensure the security of IU Data, then Supplier will consider such change in good faith and implement such change unless Supplier can demonstrate that such change would not measurably increase the security of IU Data or is unreasonable given the costs to implement it, in which case Supplier shall provide a detailed explanation to IU about why such change would not measurably increase the security of IU Data or is unreasonable given the costs to implement it.
 - viii. **Notice of Nonconformity:** Supplier will notify IU's Incident Response team (it-incident@iu.edu) promptly of any material nonconformity to applicable standards and requirements of Supplier's machines, systems, applications, or networking equipment, of which Supplier becomes aware during the term of this Agreement.
- d. **Third Parties:** Supplier's responsibility for ensuring the security of IU Data in the course of its data activities extends to its employees and to any third parties engaged by Supplier, including but

not limited to web hosts or other service providers that may engage in data activities with respect to the IU Data. Supplier agrees to ensure any such third parties employ security measures for the IU Data equal to, or greater than, the measures this clause requires of Supplier.

- e. **Regulated Data:** If Supplier performs data activities on any of the following types of IU Data, it will comply with, and assist IU in complying with, the applicable laws and requirements set forth below:

Data Type	Reference	Citation and Requirements
Student Education Records	Family Education Rights and Privacy Act (FERPA)	20 USC 1232g et seq., and related regulations at 34 CFR Part 99
Protected Health Information ("PHI")	Health Insurance Portability and Accountability Act (HIPPA)	42 USC 1320d-2 (note); implementing privacy and security regulations at 45 CFR Parts 160 and 164, and related agency guidance <i>If Supplier will access PHI to perform a service on behalf of IU, then Supplier and IU must also enter into a Business Associate Agreement (BAA) in a form approved by IU. In the event of any conflict between the BAA and this Agreement, with respect to the security or privacy of PHI, the terms of the BAA shall control.</i>
Student Financial Records (e.g., records regarding tuition payments and financial aid)	Gramm-Leach-Bliley Act (GLBA)	15 USC 1681 et seq.; Privacy Rule 16 CFR 313; Safeguards Rule 16 CFR 314 <i>As applicable, shall have a program in place, documented in writing, to identify, detect, and address warning signs of identity theft, pursuant to the FACT Act, 15 USC 1681 et seq., and corresponding "Red Flag Rules."</i>
Genetic Information	Genetic Information Nondiscrimination Act of 2008 (GINA)	42 USC 2000ff and implementing regulations
Social Security Numbers, Driver's License Numbers, or Financial Account Information	Indiana SSN Law	Indiana Code 4-1-10
	Indiana Breach Notification Laws	Indiana Code 4-1-11; Indiana Code 24-4.9
Payment Card Information	The Payment Card Industry Data Security Standards (PCI-DSS)	<i>Supplier acknowledges responsibility for the security of cardholder data it possesses or otherwise stores, processes, or transmits, on behalf of IU. Supplier warrants it is Payment Card Industry Data Security Standards (PCI DSS) compliant and shall remain compliant for the term of this Agreement. Supplier shall provide IU its most recent Attestation of Compliance (AOC) or Self-Assessment Questionnaire (SAQ) upon execution of this Agreement and annually for the term of this Agreement. Supplier shall notify IU within seven (7) days of becoming aware Supplier is no longer PCI DSS compliant and promptly remedy that non-compliance. If Supplier uses a third party to process cardholder data, Supplier shall ensure that both itself and the third party meet the above requirements.</i>

- f. **Limitation on Data Activities and Disclosure:** Supplier represents and warrants that it shall only use IU Data for the purpose of fulfilling its duties under this Agreement and shall not further disclose IU Data to any third party without the prior written consent of IU or as required by law. Supplier shall not use IU Data for targeted marketing purposes.
- g. **Anonymized Aggregated Data:** Notwithstanding the above, Supplier may use anonymized aggregated data that it derives from IU Data within the course and scope of its data activities, solely to enhance the quality of its performance under this Agreement or the functionality of the products or services Supplier provides, but only if such IU Data does not constitute PHI.
- h. **Property Rights:** Supplier acknowledges and agrees that all IU Data provided or made available to it by IU or individual users of Supplier's service under this Agreement is and remains the property of IU or the individual user, as determined by law and IU policy.
- i. **Return or Destruction of Data:** No later than thirty (30) days after termination or expiration of this Agreement, Supplier will either return or confirm in writing the secure destruction of all IU Data provided or made available to Supplier under this Agreement, at IU's election and in accordance with any specifications for return or destruction that IU may provide to [[Department Name]].
- j. **Incident Response:**
- ix. **Notification:** Immediately upon becoming aware of an incident that results in exposure or potential exposure of IU Data, Supplier shall notify IU at it-incident@iu.edu, preserve all relevant authentication and system logs, and cooperate fully with IU's investigation of, and response to, the incident. Except as

required by law or with prior written permission from IU, Supplier shall not provide notice of the incident directly to any individuals whose IU Data may have been exposed.

- x. **Logs:** To facilitate the investigation of security incidents, Supplier will retain all authentication and other relevant system logs, including relevant logs from any contractors or subcontractors, for a minimum of sixty (60) days from the creation of such logs, and provide such logs to IU upon request.
- k. **Indemnification:** Notwithstanding any other provision of this Agreement, Supplier shall defend, indemnify, and hold harmless IU in full for all direct costs, expenses, and liabilities incurred by IU as a result of Supplier's breach of this Agreement, including any costs incurred by IU in providing notices to parties whose data may have been exposed to unauthorized access as a result of such a breach. These remedies shall be in addition to any other remedies provided within this Agreement or available under applicable law.
- l. **Independent Assessment:** Upon request by IU's University Information Security Office ("UIISO"), Supplier agrees to provide UIISO with the results of (1) an annual security audit, (2) vulnerability scan, and (3) formal penetration test, performed by one or more third parties approved by IU and with a scope that covers the relevant Supplier systems used in relation to the data activities and services being performed under this Agreement.

Tools and Materials: Supplier shall be responsible for providing all tools and materials required for performance of the tasks agreed to.

Records

All work performed, information collected or product created during the project will be the sole property of University. Any use of this information or of the materials that emerge as a result of work on this project by Supplier must receive prior written approval from the Indiana University Purchasing Department.

All work materials, including data, must be returned to University at the completion of the project. If University does not want the work materials, Supplier will destroy all data and materials related to this project.

University-owned materials, data or work product may not be given or sold to a third party.

Ownership of University Data and Materials

- a. Any data or materials owned by University but provided to Supplier, or otherwise accessed by Supplier, for the purposes of this Agreement, including, without limitation, any University confidential information, shall remain the sole and exclusive property of University and shall be used solely for the purposes of this Agreement. No right, title, or interest to such University data or materials is transferred or assigned by virtue of this Agreement.
- b. In the event any University data or materials are lost, destroyed, or corrupted due to any act or omission of Supplier, including any breach of this Agreement or failure of a Deliverable, shall be responsible for the prompt regeneration or replacement of such University data or materials. If Supplier is unable to promptly regenerate or replace such University data or materials, University may attempt to do so itself or hire the services of a third party to do so, and Supplier agrees to reimburse University for all expenses incurred by University, including the expenses to hire such third party, in regenerating or replacing such University data or materials.
- c. All University provided work materials, including data, must be returned to the University at the completion of the project. If the University does not want the work materials, Supplier will destroy all data and materials related to this project.
- d. University-owned materials, data, or products may not be given or sold to a third party.

Warranty of Rights

- a. Supplier warrants that Supplier has the right to use any and all copyrightable materials which are reasonably expected to be used in performance of this Agreement. Supplier warrants that Supplier has obtained any and all necessary permissions from third parties to license such copyrightable materials, and that use of such licensed materials in accordance with the terms of this Agreement shall not infringe the rights of any third party, including in the creation of any deliverable.
- b. Supplier shall indemnify and hold University and authorized users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other intellectual property

right or other right arising out of the use of the deliverables by University or any authorized user in accordance with the terms of this Agreement. This indemnity shall survive the termination of this Agreement. No limitation of liability set forth elsewhere in this Agreement is applicable to this indemnification.

Branding

- a. All resulting deliverable/work product must comply with the branding specifications found at <http://brand.iu.edu>, <http://styleguide.iu.edu>, and <http://assets.iu.edu>.
- b. These specifications shall be incorporated into Agreement and part of Agreement. Any elements that are not in compliance shall be modified by Supplier to comply at no additional cost to University. Strict attention shall be paid to Colors, Photography, Messaging, Voice & Tone, Editorial Style, Tagline Uses, Websites, Logos & Signatures, and Fonts.
- c. Questions regarding compliance shall be directed to: ucm@iu.edu. Additional information can be found at <http://ucm.iu.edu>.

Trademarks Use

If it is determined that the Supplier will use any University trademarks, Supplier shall first submit a written request for a limited license to use Indiana University trademarks by emailing the IU Office of Licensing and Trademarks at logo@iu.edu.

Work for Hire

Supplier acknowledges and agrees that the work itself shall be considered "work for hire" and shall be the sole and exclusive property of University. This work includes all drawings, sketches, specifications, photographs, or code of the work in progress and other documents or works prepared by, or hereafter to be prepared by, Supplier, in whole or in part, in connection with the project ("Project Materials"), including but not limited to all works based upon, derived from, or incorporating Project Materials, which are intended to be the sole property of University, and that all Project Materials shall be delivered to University at the time of the installation or completion of the work. Supplier hereby expressly transfers to University any and all copyright interest or other proprietary rights or interest in and to the work and Project Materials and to any material object in which all or any part of the work or Project Materials is embodied.

Excused Performance

If, because of any "Act of God", riots, epidemics, strikes, any act or order of public authority, any other cause similar or dissimilar beyond the control of University, the business operations at the University are interrupted or stopped, the performance of the Agreement, with the exception of money already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the Agreement may be extended, by mutual written consent, for a period of time equal to the time that performance is excused.

Minimum Insurance Requirements

Supplier agrees to carry the following insurance coverage during the term of this Agreement: (i) worker's compensation as required by the laws of the state in which the work is being performed; (ii) professional liability coverage of at least \$1,000,000; and (iii) comprehensive general liability and property damage insurance with a combined bodily injury and property damages limit of \$1,000,000 for each occurrence. Supplier shall provide University with written proof of such insurance policies upon University's request.

Indiana Open Records Law

Supplier acknowledges and agrees that University is subject to Indiana's Access to Public Records Act (APRA), I.C. 5-14-3 et seq., and that disclosure of some or all confidential information provided pursuant to this Agreement, or the Agreement itself, may be compelled pursuant to that law. University agrees that, upon receipt of a request for confidential information made pursuant to the APRA, it shall a) promptly notify Supplier of the fact and content of the request, b) consult with Supplier regarding any legitimate basis on which it might resist or narrow its response to the request, and c) disclose only information that University, in the opinion of its legal counsel, is legally compelled to disclose.

In the event that University is made party to any proceeding or litigation arising out of the assertion of an exemption to APRA, Supplier shall indemnify University for all costs, attorney fees, awards, fines, damages or other monetary amount of any kind. Supplier shall cooperate with University in defending any such proceeding or litigation.

Contract Separately

Any resulting Agreement does not provide Supplier exclusive rights to provide University the goods and services contemplated by the Agreement unless explicitly stated. University expressly reserves the right to contract separately with other Contractors and to place orders in any manner deemed by University to be in its best interest.

Cancellation

A contract arising from a response to this solicitation may be canceled by the University without penalty if any of the following conditions exist during the life of the agreement: a.) Breach of contract; b.) The selected Supplier(s) fails to furnish goods and services required by any agreement arising from this solicitation. Performance in any agreement necessarily includes delivery and response times to goods and services outlined in this solicitation; c.) The contract was obtained by fraud, collusion, conspiracy, or any other unlawful means; d.) The selected Supplier(s) repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the agreement; e.) The University may, by written notice to a Supplier, cancel any contract if it is found by the University that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Supplier, or the agent or representative of the Supplier to any officer or employee of Indiana University with a view toward securing favorable treatment with respect to the awarding or amending, or making any determinations with respect to performing of such contract. In the event that a contract is canceled by the University pursuant to this provision, the University shall be entitled then, in addition to other rights and avenues, to recover or withhold the amount of the gratuities.