



**State of Delaware
Department of Human Resources
Statewide Benefits Office**

STATE EMPLOYEE BENEFITS COMMITTEE

DRAFT

**Request for Proposal for Professional Services
for the State of Delaware's
Medical Third-Party Administration (TPA) Services
DHR26009-MED_TPA**

RFP Release Date
Wednesday, May 13, 2026

Intent to Submit Proposal Deadline –
Wednesday, May 27, 2026, 11:00 a.m. ET (Local Time)

Mandatory Pre-Proposal Meeting (Virtual) –
Friday, May 29, 2026, 11:00 a.m. ET (Local Time)

Proposals Due –
Tuesday, June 30, 2026, 1:00 p.m. ET (Local Time)

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**** Ctrl+Click on the headings above will take you directly to the section.**

I. Overview

The State of Delaware, Department of Human Resources (“DHR”), on behalf of the State Employee Benefits Committee (“SEBC”), seeks professional services to enter for the purpose of administering its medical insurance benefit (hereafter “medical third-party administrators (“TPA”) services”). This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ 6981 and 6982 at <https://delcode.delaware.gov/title29/c069/sc06/index.html>

For complete information about the State of Delaware’s benefit programs, please go to <https://de.gov/statewidebenefits>

The proposed schedule of events subject to the RFP is outlined below. However, these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process:

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¹ Please note that this RFP contains modifications to the Professional Services Agreement template at Section V, which the State expects to be incorporated into the resulting contract.

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| Event | Target (Local ET Time) |
|---|-------------------------------------|
| RFP Released | Wednesday, May 13, 2026 |
| Intent to Submit Proposal Deadline | Wednesday, May 27, 2026, 11:00 a.m. |
| Mandatory Pre-Proposal Meeting (Microsoft Teams Meeting) | Friday, May 29, 2026, 11:00 a.m. |
| Questions due to SBO from Confirmed Vendors | Monday, June 1, 2026, 9:00 a.m. |
| Responses to Questions to Confirmed Vendors | By Monday, June 15, 2026 |
| Deadline for Receipt of Proposals | Tuesday, June 30, 2026, 1:00 p.m. |
| Notification of Finalists – Invitation to Interview | August 2026 |
| Finalist Interviews | September 2026 |
| Recommendation of Finalist(s) to SEBC | November 2026 |
| Anticipated Contract Start Date | July 1, 2027 |

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal (applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the vendor shall not store or transfer non-public State of Delaware data outside of the United States. For all solicitations, vendors shall refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting has been scheduled for Friday, May 29, 2026, at 11:00 a.m. ET (local time) via Microsoft Teams.

Proposals will not be accepted if the interested vendor does not participate in the mandatory pre-proposal meeting. Topics will include general information and administrative requirements for proposal preparation. The primary contact for the RFP should attend along with anyone who is primarily responsible for entering responses in ProposalTech as described in Section IV.B. Only one person acting

as the representative from the interested vendor is required to attend, but anyone on the team is welcome to participate. Roll call will be taken to confirm attendance.

Meeting minutes may be taken. If new or additional information is provided, an addendum may be released to address information provided during the mandatory pre-proposal meeting. Questions regarding other topics will not be entertained and must be submitted as part of the Questions and Answers process as described in Section IV.B.14.

II. Scope of Services

A. Background and History

1. Overview of the SEBC

The SEBC was established by the State Employee Benefits Consolidation Act, 29 *Del. C.* ch. 96. The SEBC has control and management of all employee benefits. The SEBC selects all carriers or third-party administrators necessary to provide coverage to State employees and non-Medicare and Medicare retirees, enters into contracts for the purpose of general administration of employee benefits, determines if/whether contracts are to be fully insured or self-insured, and adopts rules and regulations for the general administration of the employee benefit coverage.

Membership of the SEBC is determined by 29 *Del. C.* § 9602. The Statewide Benefits Office (“SBO”) is a division within DHR. SBO functions as the administrative arm of the SEBC and, with the exception of pension and deferred compensation benefits, is responsible for the administration of all statewide benefit programs. These programs include, but are not limited to, health with wellness and disease management programs, prescription drug, dental, vision, disability, life, flexible spending account program, pre-tax commuter program, employee assistance program, third-party network of surgeons of excellence and supplemental critical illness and accident benefits. Information about the programs can be found online at <https://dhr.delaware.gov/benefits/> for information about the programs. Some programs are not offered to all benefits-eligible plan participants; specific details on the programs relevant to this RFP are described in the next section further below.

Benefit eligible plan participants include the State’s active employees (State agency, school district, charter school, Delaware State University, and Delaware Technical Community College employees) and their dependents; non-Medicare and Medicare retired employees and their dependents; employees of non-State groups (i.e., certain towns, fire companies; these groups are also referred to as “participating groups” or “non-payroll group” employees) and their dependents; and COBRA participants. By statute, employee unions cannot negotiate for benefits. Plan participants are primarily located within the State of Delaware, although a small number of participants reside in other states and countries.

2. Program Information

Current State of the GHIP

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Currently, the State has contracted with Highmark Delaware and Aetna to administer the medical portion of the Group Health Insurance Plan (GHIP) and CVS Caremark (CVS) for pharmacy benefit management (PBM) services. Because the State utilizes multiple electronic human resources programs, such as PeopleSoft, and vendor databases at separate locations in various formats to collect and store participant data, the medical TPAs serve as the medical plan enrollment systems of record and share enrollment and claims data for all medical plans with the PBM, the third-party network of surgeons of excellence (currently administered by Lantern), and the GHIP data warehouse vendor, Merative. The State contracts with Application Software, Inc. COBRA for administration of COBRA and with Health Advocate for administration of employee assistance services.

The SEBC is responsible for the design of the medical plans available to the GHIP’s participants and setting premium rates that can support the projected expenses of the GHIP. The percentage of employee/retiree and State share of the premium rates is established in Delaware Code as are the actual plan offerings available to employees and retirees, both of which are outlined in the chart below. Additional information about plan designs and premiums can be found on the SBO website:

- Highmark Delaware plan enrollees – active employees and non-Medicare pensioners: <https://dhr.delaware.gov/benefits/agencies/highmark.shtml>
- Highmark Delaware plan enrollees – Medicare pensioners: <https://dhr.delaware.gov/benefits/medicare/highmark.shtml>
- Aetna plan enrollees: <https://dhr.delaware.gov/benefits/agencies/aetna.shtml>

| Premium Cost Share Percentage Split | Actives | Non-Medicare | Medicare Primary |
|---|------------------|-----------------|--------------------------------|
| | State / Employee | State / Retiree | State / Retiree |
| Highmark Delaware Comprehensive Preferred Provider Organization (PPO) | 86.75% / 13.25% | 86.75% / 13.25% | N/A |
| Aetna Health Maintenance Organization (HMO) | 93.5% / 6.5% | 93.5% / 6.5% | N/A |
| Aetna Consumer Directed Health (CDH) Gold (with Health Reimbursement Account (HRA)) | 95.0% / 5.0% | 95.0% / 5.0% | N/A |
| Highmark Delaware First State Basic | 96.0% / 4.0% | 96.0% / 4.0% | N/A |
| Highmark Delaware Special Medicfill Supplement | N/A | N/A | 100% / 0% * 95.0% / 5.0% ** |

*Retirees with full state share who retired before July 1, 2012.

**Retirees with full state share who retired after July 1, 2012.

Cost and utilization of the GHIP are regularly reported to the SEBC; these publicly available reports are available on the SBO’s website (<https://dhr.delaware.gov/benefits/sebc/sebc-materials.shtml>) and include:

- Monthly Fund Report and Financial Updates
- Quarterly Financial Reporting

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- Active Employees Diabetes Dashboard
- Incurred Claims Report
- GHIP Trend Assumptions
- Other ad hoc analyses such as:
 - GLP-1 Trends and weight loss medications

Health management programs are provided through Highmark Delaware, Aetna and Aetna's engagement model Aetna One Advocate, (A1A). These programs address both broad-based population health focused on closing gaps in care among high-risk plan participants and condition-specific health concerns such as diabetes, maternity care, and behavioral health. Additional details about these programs are available to the public on the SBO's website (<https://dhr.delaware.gov/benefits/>), which interested vendors are encouraged to review. The SBO also partners with other State agencies to deliver health-related programs and communications to GHIP participants, such as the Delaware Department of Health and Social Services' Division of Public Health's educational campaigns about preventive cancer screenings, high blood pressure and diabetes prevention and management. A collection of the GHIP's health and wellness resources can be found online at <https://dhr.delaware.gov/benefits/behavioral-health/index.shtml>.

GHIP participants enrolled in a State of Delaware Highmark Delaware or Aetna non-Medicare health plan also have access to the Lantern Surgeons of Excellence program for elective surgical procedures. The SEBC adopted the Lantern program as a step toward promoting greater competition among facility providers in Delaware and to provide plan participants with easier access to high quality providers in value-based contracts (i.e., contract based on quality of care and outcomes delivered, not fee-for-service). Plan participants can choose to use a Lantern provider as a no-cost alternative to their medical plan network providers; however, plan participants are required to obtain bariatric surgery through a Lantern provider under the Lantern benefit. Lantern shares data on member utilization of this program with the medical TPAs. Additional details about the Surgeons of Excellence Program, including the financial incentives available to members who use a Lantern provider for elective surgeries, can be found online at <https://dhr.delaware.gov/benefits/lantern/index.shtml>.

GHIP participants and their spouses/dependents over age 18 enrolled in a State of Delaware Highmark Delaware or Aetna non-Medicare health plan have access to Hinge Health a no cost virtual exercise therapy program. The SEBC adopted the Hinge Health program as a step toward promoting greater value in musculoskeletal care for plan participants and to provide members with easier access to high-quality, evidence-based digital physical therapy. The program supports improved outcomes through personalized care plans, licensed physical therapy guidance, and data-driven interventions designed to reduce reliance on costly in-person care and avoid unnecessary procedures. Additional details about the Hinge Health program, can be found online at <https://dhr.delaware.gov/benefits/msp/index.shtml>.

Title 16, Delaware Code, Section 10312 requires that the TPA(s) selected from this RFP be an active participant in the Delaware Health Information Network (DHIN) to create a single interface

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for providers and patients to access health information that supports care coordination, performance reviews and patient engagement, and eliminates duplicative reporting burdens.

DHIN is a statutory (*16 Del. C. § 10311*) not-for-profit instrumentality of the State of Delaware, created to promote the design, implementation, operation and maintenance of facilities for public and private use of healthcare information in the state.

A public-private partnership, DHIN serves as the state-designated health information exchange, facilitating the sharing of clinical and financial healthcare information (as appropriate) among providers and stakeholders, including hospitals, physicians, state agencies, payers, employers and labs, with the goal of improved efficiencies in the health care delivery system.

At a glance, DHIN:

- Covers nearly all of Delaware: Every acute care hospital and Federally Qualified Health Center, as well as nearly 100% of the state's medical providers, voluntarily participate with DHIN.
- Supports regional health information exchange: DHIN's Community Health Record stores patient data by health systems from all or parts of six states and the District of Columbia.
- Delivers data daily: DHIN delivers 184 million results annually, adding up to more than 150 million clinical results and reports delivered since its inception in 2007. To date, more than 3 million patients from all 50 states can be found in DHIN's master patient index.

In addition to its robust clinical data repository, DHIN has also been tasked with housing and managing Delaware's All Payer Claims Database (APCD). Additional details about the APCD can be found online at <https://dhin.org/healthcare-claims-database/>.

The SEBC requires that the TPA(s) selected from this RFP will, prior to the time in which services to the SEBC are provided under an awarded contract:

- Enter into appropriate agreements and stand ready to submit data to the Health Care Claims Database pursuant to the enabling legislation, associated DHIN regulations, and the Data Submission Guide. Information on the Delaware Health Care Claims Database is available online at <https://dhin.org/healthcare-claims-database/>. All required data must be submitted in a timely fashion and pursuant to DHIN requirements, unless explicitly exempted by Delaware or federal law.
- Contract with DHIN at DHIN's prevailing per member, per month rate for all members to the suite of services provided to payers by DHIN. Such services shall include access to the Community Health Record, Event Notification Services, and Clinical Gateway. A three-party agreement with DHIN, the SEBC and the medical TPA will be required. Payment to DHIN for DHIN services shall be timed to begin concurrently with the services provided to SEBC under any awarded contract.

The SEBC expects that the tools and associated data provided by DHIN will be used by the successful TPA(s) in support of administrative efficiencies in data gathering to support Healthcare

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Effectiveness Data and Information Set (HEDIS) reporting, audits of providers for clinical quality purposes, care coordination, and other requested clinical reporting as applicable.

In addition to the foregoing requirements, and in further support of these efforts, the SEBC expects any successful TPA(s) to:

- Help to alleviate and retire, to the fullest extent possible, reporting burdens currently placed on providers and other entities or individuals contracted to deliver care, if and to the extent such reports contain information already available in DHIN.
- Leverage their contracting power with providers and other entities or individuals contracted to deliver care, to encourage and promote the use of DHIN services, including the Community Health Record, Event Notification Services, and the submission of clinical encounter data (including point of care lab test results) to DHIN for inclusion in its clinical data repositories.
 - To the extent that the successful TPA(s) owns or enters into contracts with tele-health providers, walk-in or urgent care clinics, home health services, rehabilitative services, skilled nursing and long term care facilities or other care organizations, it will require such providers to contract with DHIN to provide clinical encounter data to the DHIN database and use DHIN services in order to improve care coordination and provide administrative simplicity with respect to audits and compliance.
 - In support of the development of value-based payment models and cost, quality, efficiency and population health studies that further the goals of the State and the DHIN, the successful TPA(s) will require that any data submitted to DHIN by its contracted care providers be permitted to be used for all purposes authorized under the DHIN governing statute, regulations, and relevant federal law.
- Promote the use of Health Check Connect, DHIN's personal health record, as a mode of accessing all of the patient's clinical health data from a single source.

B. Scope of Services

On behalf of the State of Delaware, the SEBC is seeking proposals to provide TPA services for the GHIP. Enrolled in the GHIP are approximately 124,780 active and retired employees of the State of Delaware and their dependents, including approximately 6,286 employees, retirees and their dependents from non-State groups that are allowed to participate in the GHIP according to Delaware Code (e.g., municipalities, local fire departments).

Currently, there are four medical plan options for active employees and non-Medicare pensioners, and one plan option for Medicare-eligible pensioners:

- Highmark Delaware currently administers the Comprehensive PPO and First State Basic plans
- Aetna currently administers the HMO and CDH Gold plans
- The Special Medicfill Medicare Supplement plan is administered by Highmark Delaware

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The State's contracts with both TPAs, Aetna and Highmark Delaware, will expire on June 30, 2027 for the non-Medicare plans, and on December 31, 2027 for the Medicare Supplement plan.

The SEBC desires to contract with an organization specializing in providing non-Medicare medical insurance with an anticipated effective date of July 1, 2027, and Medicare Supplement insurance with an anticipated effective date of January 1, 2028. The Medicare Supplement plan being solicited must duplicate the current Medicare Supplement plan in full, without any deviations. The organization must have prior experience directly related to the services requested in this RFP and must be able to demonstrate clearly their ability to perform the required scope of services within the timeline requested. The selected organization shall be required to provide the following services, at a minimum:

- Support the goals of the GHIP Strategic Framework;
- Offer solutions that increase GHIP spend through advanced alternative payment models;
- Offer solutions that reduce costs for targeted conditions, including diabetes, musculoskeletal conditions, and behavioral health.
- Offer solutions that limit total cost of care inflation for GHIP participants at a level commensurate with the Health Care Spending Benchmark by the end of FY2025 by focusing on specific components, which are inclusive of, but not limited to:
 - outpatient facility costs;
 - inpatient facility costs; and
 - pharmaceutical costs.
- Offer point-of-enrollment and/or point-of-care engagement platform and/or consumerism tools along with solutions to increase GHIP member engagement in those tools;
- Offer additional support to future priorities of the SEBC as changes are made to the Strategic Framework; the Strategic Framework for FY2026 through FY 2029 is currently being developed and will be approved prior to the RFP release;
- Provide competitive financial terms and performance guarantees (PG);
 - Competitive provider reimbursement rates and administrative fees;
 - Service level guarantees including accountability for supporting the GHIP Strategic Framework goals;
 - Offer solutions that uphold and support;
 - Investments in primary care; and

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- Affordability Targets of the Delaware Department of Insurance's Office of Value Based HealthCare Delivery.
- Support GHIP's programs and plan offerings;
 - Administer current plans;
 - Support plan provisions that optimize effectiveness of GHIP benefit offerings;
 - Integrate with other programs and vendors supporting the GHIP, which is inclusive of data file feeds to those vendors (Health Data Warehouse, PBM, Center of Excellence (COE), etc.);
 - Maintain a provider network that meets current and future State goals of the GHIP;
 - Provide supplemental coverage to Medicare eligible retirees and their Medicare-eligible dependents in the form of a Medicare Supplement plan that duplicates the current Medicare Supplement plan without deviation.
 - Support introduction of a Health Savings Account (HSA) qualified plan; and
 - Support other state-level health care initiatives
- Deliver on the core administrative functions of a medical TPA;
 - Provide ease of access to a member-facing secure web portal for enrollment and account information;
 - Offer state-of-the-art administrative services including a web portal for program management;
 - Support the State with communication to all eligible employees and retirees about the medical insurance program;
 - Provide support for all program-related member communications including open enrollment, direct mailings, and other types of media;
 - Distribute member ID cards, benefit information and education for patients and providers;
 - Provide excellent account management services to the SBO, including superior implementation support and dedicated, expert, and accessible account management staff;
 - Process and pay claims in a timely manner;
 - Provide excellent customer service to participants;

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- Possess the capability to accept electronic transfer of enrollment according to the State's existing schedule;
- Provide care management;
- Provide care navigation support;
- Offer online tools/resources;
- Provide reporting;
- Participate in the DHIN;
- Coordinate with Delaware community health resources and State agencies;
- Compliant with the minimum submission requirements set forth in the RFP document;
- Have a strong reputation and historical experience in the medical insurance market;
- Possible integration with new Enterprise Resource Planning system: The State is conducting a separate RFP for a new Enterprise Resource Planning system, and it is possible that this will result in a change to the current system. There would likely be a multi-year implementation process following the announcement of a change to the current system. This could create a potential opportunity to change the enrollment process depending on the capabilities available within the new benefit administration system.
- Have experience working with plan sponsors that are of similar size and complexity to the State; and
- Be responsive to changes in the program and requests of the SEBC and the SBO.

Vendors should respond to all questions included in the Scope of Services Questionnaire ("Questionnaire") contained at Attachment 22.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Clarify whether your organization is submitting a bid for Commercial Medical TPA services, Medicare Supplement services, or both.
2. Confirm that your organization specializes in providing medical TPA services for large municipalities and State governments or has similar experience in depth and scope of services in the private sector.

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3. Confirm your organization will Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work. Prior to the execution of an award document, the successful vendor shall either furnish the State with proof of State of Delaware Business Licensure or initiate the process of application where required.
4. Confirm the State will maintain the ability to carve out pharmacy benefits to an outside best practice PBM of their choice.
5. Confirm your organization will administer a Medicare Supplement plan that duplicates the current Medicare Supplement plan design without deviation – for further details, see the Special Medicfill Medicare Supplement plan booklet available here:
<https://dhr.delaware.gov/benefits/medical/documents/highmark/spec-medicfill-2024.pdf>.

If you cannot duplicate the current plan design without deviation, please explain.

What additional enhancements or program offerings can you provide to enhance the current Special Medicfill plan design?

6. Confirm your organization will allow timely and efficient audits to be conducted by the State, permitting the State the right to audit all aspects of the State’s medical TPA services managed by your organization including, but not limited to, financial terms, claims payments, clinical programs, subrogation and recovery programs, service agreements, operation and administration, performance guarantees, compliance, data security and privacy, delegated function audits as applicable (subcontractors and vendors) and ability to view contracts, as applicable. The State’s right to audit shall survive the termination of the agreement between the parties for a period of three (3) years.
7. Confirm your organization will share archived GHIP claims data (4 years of history) with new SBO vendors (i.e., HDW) during the contract term at no additional cost.
8. Confirm your organization will send GHIP clinical and laboratory result data to the SEBC’s HDW vendor during the contract term at no additional cost.
9. Confirm your organization will send data to the State’s COE vendor (currently Lantern), including eligibility, claims and prior authorizations.
10. Confirm your agreement to accept and receive the data elements in the file feeds for GHIP’s vendor partners (Lantern eligibility, claims and prior authorizations and Hinge Health enrollment) along with claims data to be sent to DHIN and the State’s data warehouse vendor – see Attachment 34 for all file layouts. Changes, either of a data type or addition of a data type, may not be accepted. Be sure to detail any potential expectations for changes.
11. Confirm your organization will comply with all applicable current state and federal healthcare laws, regulations, and guidance, including any such laws, regulations, or guidance that become effective after the contract effective date and during the term of the contract(s). **Digital Accessibility Requirements:** All deliverables produced under any resulting contract must comply with applicable federal and state digital accessibility laws, regulations, and policies in effect at the time of delivery, including Section 508 of the Rehabilitation Act and the current

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adopted version of the Web Content Accessibility Guidelines (WCAG) Level AA. Accessibility must be incorporated into the creation of all documents, electronic content, software, websites, and other work products. Deliverables that do not meet applicable accessibility requirements may be rejected, and the Contractor shall remediate any deficiencies at no additional cost to the State. Failure to comply with these requirements may constitute a material breach of contract.

12. Confirm your proposed medical TPA services will allow the State to retain decision-making authority over the medical benefits provided under the State Group Health Plan; specifically, the State will retain the authority to determine which programs and services are provided to its population and make exceptions to plan coverage determinations.
13. Confirm your organization will submit all requested data to Office of Value Based Health Care Delivery (OVBHCD) annually regarding Alternative Payment Model (APM) spend. Please refer to Attachment 29 – OVBHCD template.
14. Confirm your organization has a minimum of 5 consecutive years of experience providing the Scope of Services requested in this RFP (e.g., Medical TPA services and the administration of Medicare Supplement plan).
15. Confirm your organization shall provide responses to the RFP scope of work and clearly identify capabilities as presented in the General Evaluation Requirements outlined in the State’s public notice.
16. Confirm your organization will complete all appropriate attachments and forms as identified within the RFP.
17. Confirm your organization will provide proof of insurance and amount of insurance prior to the start of the contract period and that coverage will be no less than as identified in the bid solicitation, Section V, Item G, Subsection 7 (insurance) and Attachment 21, Cyber Responsibilities, Liability and Insurance. The insurance amounts outlined in this RFP are final and non-negotiable.

B. General Evaluation Requirements

1. Financial Proposal
2. Network
3. Program Design and Offerings
4. Plan Administration
5. Experience and References
6. Tools and Technology

7. Responsiveness

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981 at <https://delcode.delaware.gov/title29/c069/sc06/index.html#6981>

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at <https://bids.delaware.gov/>. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact(s) no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contacts

All requests, questions, or other communications about this RFP shall be made in writing as set forth more fully herein. Address all communications to the person listed below or through ProposalTech via the Messaging function; communications made to other State of Delaware personnel – including members of the SEBC and the Proposal Review Committee – or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP Designated Contact(s).

PAMELA BARR
State of Delaware
Department of Human Resources, SBO
841 Silver Lake Blvd, Suite 100
Dover, DE 19904
pamela.barr@delaware.gov

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Except as specifically set forth in this RFP, vendors shall not contact the State's consultant(s) on any matter related to the RFP. Vendors shall not contact the State's legal counsel on any matter related to the RFP.

6. Contact with State Employees

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Direct contact with State of Delaware employees or personnel – including members of the SEBC and the Proposal Review Committee – other than the State of Delaware Designated Contact(s) regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting such individuals risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Respond

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to respond to the RFP. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The State of Delaware reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State vendor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a proposal, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State of Delaware reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted electronically using the Proposal Technologies Network, Inc. (ProposalTech) application, no later than 1:00 p.m. ET on Tuesday, June 30, 2026.

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Any proposal received after this date and time shall not be considered. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process. Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument, or document shall in no way relieve vendors from any obligation in respect to this RFP.

a. General Directions for Electronic Submission

The RFP process is being conducted electronically using the ProposalTech application. The official proposal submission process is via ProposalTech.

For any organization that may be unfamiliar with this Web-based tool, ProposalTech representatives will schedule training sessions at your convenience. In advance of the accessing the electronic Questionnaire (Attachment 22) on the ProposalTech website, you may view an online training demo of the system and its functionality. This demo takes approximately five minutes and will improve your understanding of the system's functionality. Click on the link below to view the flash demo: http://www.proposaltech.com/help/docs/response_training_798x599.htm.

If you have any questions regarding the registration process or have technical questions specific to ProposalTech, contact ProposalTech Support at (877) 211-8316 x84.

b. Register in ProposalTech

In order to register and gain access to the RFP, go to: <http://www.proposaltech.com/home/app.php/register>.

Enter your email address into the field provided. No registration code is necessary. Click "Begin Registration." If you already have an account with ProposalTech, it will be listed on the registration page. If you do not, you will be asked to provide company information. Once your account has been confirmed, check the appropriate box for the "SOD Medical TPA RFP" and click the "Register" button. An invitation will be emailed to you within fifteen minutes. If you have any questions regarding the registration process, contact ProposalTech Support at (877) 211-8316 x84.

The primary contact should access the website to initiate review and acceptance of the Questionnaire as noted above. Primary contacts will be responsible for establishing permission to access the Questionnaire for other individuals within their organizations. Multiple users from your organization may access the Questionnaire simultaneously.

c. Accessing the electronic Questionnaire

The Questionnaire (Attachment 22) is available after registering in Proposal Tech. The primary contact should access the website to initiate review and acceptance of the Questionnaire as noted above. Primary contacts will be responsible for establishing permission to access the Questionnaire for other individuals within their organizations. Multiple users from your organization may access the Questionnaire simultaneously.

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Detailed instructions for the completion and submission of your Questionnaire responses will be found in the RFP. ProposalTech will be available to assist you with technical aspects of utilizing the system.

If you would like to schedule a ProposalTech training session please contact ProposalTech at (877) 211-8316, choose option 4, or send an email to support@proposaltech.com.

d. Attachments and Appendices

Some of the attachments and appendices require a Non-Disclosure Agreement (“NDA”). The NDA has been provided as Attachment 9 and must be signed and returned with your Intent to Submit Proposal (see Section VI.D for instructions on submitting your Intent to Submit Proposal). After indicating the data destruction term and signing the NDA, scan all the pages of the NDA and send a Portable Document Format (PDF) of the executed NDA via email to Pamela Barr (pamela.barr@delaware.gov).

e. Directions for the Redacted Electronic Copy, if applicable

- i. Electronic submissions must include a separate copy of the proposal containing redactions of information designated as confidential business information as defined herein— together with a letter from legal counsel – pursuant to and as set forth more fully in Section IV.B.2, if applicable. The State is not responsible for incorrect redactions or reviewing your submission to determine whether or not the information asserted as confidential business information is redacted. Mistakes in redactions are the sole responsibility of the interested vendor.
- ii. PDF – A *complete* electronic copy of your entire redacted RFP response is needed in a PDF format; please do not submit only the pages that contain redactions. ProposalTech has functionality that allows you to download a PDF copy of your entire proposal so you can redact any information you assert to be confidential business information. If you have any questions regarding how to download a copy of your entire proposal, please contact ProposalTech Support at (877) 211-8316 x84. You must include all the documents as directed above in the *General Directions for Electronic Submission* above. For large sections or appendices, please include a sheet that identifies the material and the basis for the redaction, not pages of black redactions.

f. Follow-Up Responses and Finalist Presentations

- i. The same format requirements apply to follow-up responses and presentation materials. **If information in any of the follow-ups and presentation matches the type that was requested for a confidential business information determination, you must upload an updated redacted electronic version of the document(s), together with a letter from your legal counsel containing the information required in Section IV.B.2.**
- ii. Finalist Presentation – You will be asked for a non-redacted electronic copy that includes PDFs of any supplemental materials or handouts.

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- iii. If there is a new type of information that was not included in your original proposal and you assert to be confidential business information, you must submit a new redacted copy – together with a new letter from your legal counsel – consistent with the requirements contained herein and in Section IV.B.2.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment, or modification to a previously submitted proposal. Changes, amendments, or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State will not pay any costs incurred by any vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor’s interview or other meetings, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the vendor at least through June 30, 2027. The State reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped electronically in ProposalTech.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with 29 *Del. C.* § 10001, et seq. (“FOIA”) at <https://delcode.delaware.gov/title29/c100/index.html>.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive, or a mere formality shall reside solely with the State.

9. Concise Proposals

The State discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State’s interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. All proposals are subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State of Delaware respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure, or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to identify appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate pdf containing "Confidential Business Information" in the document title and include the specific RFP number. The submission must include a letter from the vendor's legal counsel describing the information designated as confidential business information representing in good faith that the information is not "public record" as defined by 29 Del. C. § 10002 at seq. ("FOIA"), and briefly stating the reasons that each document or portion thereof meets the said definitions.

If a vendor is providing any information that the vendor designates as confidential business information for the purpose of exclusion from the public record under 29 Del. C. § 10002, Delaware Freedom of Information Act, the vendor must follow the directions for submission outlined herein and within Section IV.B.2. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, vendor(s) assume the risk that confidential business information included in a proposal may enter the public domain.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the resulting contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State, and approval of a request to subcontract shall not in any way relieve the vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State from the full exercise of its options under Section IV.B.17 regarding multiple source contracting.

b. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. The resulting contract may allow subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by the State.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. The resulting contract may allow subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by the State.

14. Discrepancies and Omissions

Each vendor is fully responsible for the completeness and accuracy of its proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of the vendor.

Should a vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, the vendor shall notify the State of such findings in writing at least ten (10) calendar days before the proposal opening by submitting the RFP Discrepancies, Revisions, and Omissions Tracking Chart, Attachment 10 via the messaging function in ProposalTech. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the State, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals as set forth herein.

a. RFP Question and Answer Process

The State will allow written requests for clarification of the RFP. All questions shall be received no later than **Monday, June 1, 2026, at 9:00 am**. All questions will be consolidated into a single set of responses and posted in ProposalTech and on the State's website at bids.delaware.gov by Monday, June 15, 2026. Vendor names will be removed from questions in the responses released. Questions should be submitted through the messaging function of Proposal Tech and must be submitted in the following format. Deviations from this format will not be accepted.

- Section number
- Paragraph number
- Page number
- Text of passage being questioned

15. State's Right to Reject Proposals

The State reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

The State reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State. A vendor's participation in this process may result in the State selecting the organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State to execute a contract nor to continue negotiations. The State may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986 at <https://delcode.delaware.gov/title29/c069/sc06/index.html>, the State may award a contract for a particular professional service to two or more vendors if the State makes a determination that such an award is in the best interest of the State of Delaware.

18. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State of Delaware. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State of Delaware reserves the right to reject any or all proposals in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

19. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State of Delaware.

20. Notification of Withdrawal of Proposal

A vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State prior to the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

21. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

22. Exceptions to the RFP

Any exceptions to the RFP, or the terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the State.

23. Business References

Provide at least six (6) business references consisting of three (3) current and three (3) previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

The final award of a contract is subject to approval by the SEBC. The SEBC has the sole right to select the successful vendor(s) for award, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State and the subsequent full execution of a written contract with DHR will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the SEBC may award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous to the State, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the SEBC is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate SEBC approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with DHR on behalf of the SEBC; remaining vendors will be notified in writing of their selection status.

25. Cooperatives

Vendors who have been awarded similar contracts through a competitive bidding process with a cooperative are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

26. Non-Collusion Statement

Vendors will be required to submit a Non-Collusion Statement (Attachment 2) and include it in the proposal package via ProposalTech.

C. RFP Evaluation Process

The State shall make an initial determination regarding which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982 at <https://delcode.delaware.gov/title29/c069/sc06/index.html>. Professional services for

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this solicitation are considered under 29 *Del. C.* § 6982(b). The State may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. Professional services for this solicitation are considered under 29 *Del. C.* § 6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the State Employee Benefits Committee who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982(b), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Evaluation Team

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible vendor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.

Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time. This includes discussions and negotiations regarding price, performance guarantees, and other matters may be conducted with vendors who submit proposals determined to be

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reasonably acceptable of being selected for award, but proposals may be accepted without such discussions. The Team reserves the right to further clarify and/or negotiate with the vendors following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the State of Delaware. If any portion of a proposal does not receive a clarifying question or any other response from the State of Delaware, the non-response does not infer acceptance of that portion of the proposal by the State of Delaware. The State also reserves the right to move to other vendors if negotiations do not lead to a final contract with the initially selected vendor. The Team reserves the right to negotiate or recommend negotiations with the proposing firm(s) on any matter submitted.

Consider historical information regarding the vendor, whether gained from the vendor’s proposal, question and answer conferences, references, or any other source during the evaluation process.

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Proposal Evaluation Team (PET) to evaluate proposals:

| Topic | Non-Medicare Plans Points Awarded | Medicare Plan Points Awarded | Description |
|---------------------------|-----------------------------------|------------------------------|---|
| Financial Proposal | 40 points | 40 points | <ul style="list-style-type: none"> • Offer competitive financial proposal (discounts, Administrative Services Only (ASO) fees, and other fees/shared savings). • Willingness to offer credits to offset the costs associated with communications, marketing, IT/technology, file feeds/changes, reporting and implementation (if applicable). • Guarantee performance of the requested scope of services, offering comparable performance guarantees and fees at risk to current as outlined in Attachment 16. |
| Network | 20 points | n/a | <ul style="list-style-type: none"> • Extensive medical provider (Primary Care Physician (PCP), Obstetrician-Gynecologist (OBGYN), Pediatrician, all other specialist, acute care hospitals) network provided. |

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|--|------------------|------------------|--|
| <p>Program Design and Offerings</p> | <p>10 points</p> | <p>20 points</p> | <ul style="list-style-type: none"> • Administer the current GHIP plan designs, including supplemental coverage to Medicare-eligible retirees and their Medicare-eligible dependents. • Administer proposed High-Deductible Health Plan (HDHP) with HSA plan, if the SEBC chooses to implement. • Deliver comprehensive care management programs, including condition-specific programs (e.g., diabetes musculoskeletal, behavioral health, maternity, fertility and family building support) that align with the Strategic Framework as well as top cost drivers for the GHIP; programs should be effective at engaging members through various modalities and steering them to the most effective care at the right time with the right providers. • Offer solutions that aid plan participants in navigating the health care system to efficiently meet their clinical needs. • Integrate with other benefit programs and vendors supporting GHIP participants. • Partner with other community health resources (e.g., in partnership with the Delaware Department of Health and Social Services, the Department of Public Health) to coordinate care for GHIP participants. |
| <p>Plan Administration</p> | <p>10 points</p> | <p>20 points</p> | <ul style="list-style-type: none"> • Deliver all enrollment processing and claim administration functions of a typical third-party administrator. • Possess qualified and experienced personnel to provide excellent customer service to GHIP participants. • Provide experienced resources (e.g., account manager, implementation manager, customer support staff) to the State's account for implementation, contract development and ongoing account management. • Support the communication of GHIP benefits (including any changes) to participants during Open Enrollment. • Possess the ability to execute a comprehensive implementation project plan (communications, file transitions, testing, etc.) to ensure a smooth transition to new TPA or (for incumbent) to support implementation of new communications or benefits if awarded a new contract. |

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| | | | |
|----------------------------------|-------------------|-------------------|--|
| Experience and References | 10 points | 10 points | <ul style="list-style-type: none"> • Have at least five (5) years' experience as an organization administering the requested scope of services with clients of similar size (number or covered employee lives) and complexity. • Has extensive experience administering the requested scope of services with public sector clients. • Experienced designated resources (e.g., account manager, implementation manager, customer support staff) to the State's account implementation, contract development and ongoing account management. • Has outstanding references from both current and terminated customers of comparable size and complexity to the State. |
| Tools and Technology | 5 points | 5 points | <ul style="list-style-type: none"> • Excellent member-facing on-line tools. • Availability and superior functionality of plan sponsor facing online self-service account management tools. |
| Responsiveness | 5 points | 5 points | <ul style="list-style-type: none"> • Compliance with the submission requirements of the proposal including format, clarity, conformity, realistic responses, and completeness, as well as responsiveness to requests during the evaluation process. |
| Grand Total | 100 points | 100 points | <i>[intentionally left blank]</i> |

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The PET may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The State may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations/Interviews

After an initial determination that vendor(s) are qualified to perform the required services but before proposals are scored and ranked, selected vendors may be invited to make oral presentations/interview with the PET. This may be done in person in Dover, Delaware or virtually at the discretion of the SEBC and PET.

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The vendor representative(s) attending the oral presentation/interview shall be technically qualified to respond to questions related to the proposal and its components. All of the vendor's costs associated with participation in oral presentations/interviews and demonstrations conducted for the State of Delaware are the vendor's responsibility.

A summary of each vendor finalist's proposal will be provided to the PET in advance of the finalist oral presentations/interviews. Each vendor's oral presentation must be submitted before the finalist meeting to ensure adequate time for review and distribution.

V. Contract Terms and Conditions

A. Contract Use by Other Agencies (if applicable)

Title 29 Delaware Code, Section 6904 requires that if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

B. Cooperative Use of Award (if applicable)

As a publicly competed contract awarded in compliance with 29 *Del. C.* ch. 69, the resulting contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in the contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

C. General Information

1. The term of the contract between the successful vendor and DHR shall be for three years beginning July 1, 2027, and ending June 30, 2030 for the non-Medicare plans and beginning January 1, 2028 and ending December 31, 2030 for the Medicare Supplement plan, with two optional extensions for a period of one (1) year for each extension.
2. It is imperative that the contract drafting and finalization process be timely and accurately reflect the minimum requirements and other applicable contractual terms in the RFP. The vendor is expected to use the State of Delaware's professional agreement contract template (Appendix B) and incorporate all the terms of the RFP, their proposal and follow-up responses so that wholesale changes are not required. The vendor's failure to meet this requirement may result in a fee as set forth in the Performance Guarantees (Attachment 16).
3. The selected vendor will be required to enter into a written agreement with DHR on behalf of the SEBC. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard

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contract are subject to review and approval by the State. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.

4. The selected vendor or vendors will be expected to enter negotiations with DHR on behalf of the SEBC, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
5. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
6. The successful vendor shall promptly execute a contract incorporating the terms of this RFP prior to the start date of the contract. No vendor is to begin any service prior to receipt of a signed State of Delaware purchase order, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the proposal specifications and the special instructions, once it is received by the successful vendor.
7. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
8. The State reserves the right to extend the contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
9. Vendors are not restricted from offering lower pricing at any time during the contract term.

D. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

E. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a member of the SEBC, a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with members of the SEBC, State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

F. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any member of the SEBC or employee of the State to leave the State's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State's contracting officer. Solicitation of State employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State employee who has initiated contact with the vendor. However, State employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

G. General Contract Terms

1. Independent Contractors

The parties to the resulting contract shall be independent contractors to one another, and nothing herein shall be deemed to cause the agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the vendor's services.

2. Temporary Personnel are Not State Employees Unless and Until They are Hired (if applicable)

The vendor shall agree that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this RFP shall remain the employee(s) of the vendor for all purposes including any required compliance with the Affordable Care Act by the vendor. The vendor shall agree that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this RFP must be provided any benefits, including any healthcare benefits by the State of Delaware and the vendor shall agree to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, the vendor shall agree to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this RFP, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. The vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

3. Work Performed in a State Building (if applicable)

Awarded vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State of Delaware related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

4. ACA Safe Harbor (if applicable)

The State of Delaware and its utilizing agencies are not the employer of temporary or contracted staff. However, the State of Delaware is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State of Delaware seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the vendor but does not state the required amount of the fee. The State of Delaware requires that all vendors shall identify

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the Additional Fee to obtain health coverage from the vendor and delineate the Additional Fee from all other charges and fees. The vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State of Delaware will consider the Additional Fee and prior to award reserve the right to negotiate any fees offered by the vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged, nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

5. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2101 or through the Delaware Department of Insurance, whichever is applicable.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or authorization obtained through the Delaware Department of Insurance, whichever is applicable, or initiate the process of application where required.

An application for a Delaware Business License may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue and/or the Delaware Department of Insurance. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

6. Notice

Any notice to the State of Delaware required under the resulting contract shall be sent by registered mail to:

**State of Delaware
Department of Human Resources
Statewide Benefits Office
841 Silver Lake Boulevard, Suite 200
Dover, DE 19904
CONTACT: Stephanie Hartos**

7. Indemnification

a. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs,

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expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance of work or services in connection with the contract.

b. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- i. Procure the right for the State of Delaware to continue using the Product(s);
- ii. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- iii. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

8. Insurance

- a. The vendor shall recognize that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under the resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under the contract.
- b. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under the contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
- c. As a part of the contract requirements, the vendor must obtain at its own cost and expense and keep in force and effect during the term of the contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All vendors must carry the following coverage:
 - (1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

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- (2) Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- d. The successful vendor must carry at least one of the following depending on the scope of work being performed.
 - (1) Medical/Professional Liability - \$5,000,000 per aggregate
 - (2) Miscellaneous Errors and Omissions - \$5,000,000 per aggregate
- e. Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- f. Before any work is done pursuant to the contract, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Human Resources, SBO
Contract No: DHR26009-MED_TPA
State of Delaware
841 Silver Lake Boulevard, Suite 200
Dover, DE 19904

- g. Nothing contained herein shall restrict or limit the vendor's right to procure insurance coverage in amounts higher than those required in the contract. To the extent that the vendor procures insurance coverage in amounts higher than the amounts required in the contract, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.
- h. To the extent that vendor has complied with the terms of the contract and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of the contract, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.
- i. In no event shall the State of Delaware be named as an additional insured on any policy required under the contract.
- j. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s). Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

9. Performance Requirements

The selected vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the

work in the contract in compliance with any and all federal and State laws, and County and local ordinances, regulations and codes.

10. Bid Bond

There is no Bid Bond Requirement.

11. Performance Bond

There is no Performance Bond requirement.

12. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State of Delaware, the State of Delaware may negotiate, as may be authorized by law, emergency performance from the vendor to address the immediate needs of the State of Delaware, even if not contemplated under the original contract or procurement. Payments are subject to appropriation and other payment terms.

13. Warranty

The vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State of Delaware's requirements.

14. Costs and Payment Schedules

All contract costs must be as detailed specifically in the vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

15. Liquidated Damages

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

16. Dispute Resolution

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At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to the final contract promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of the contract. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to the contract shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The State of Delaware reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

17. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section V.G.16 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and vendor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

18. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the State of Delaware:

a. Termination for Cause

If, for any reasons, or through any cause, the vendor fails to fulfill in timely and proper manner its obligations under the contract, or if the vendor violates any of the covenants, agreements, or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the vendor under the contract shall, at the option of the State of Delaware, become its property, and the vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State of Delaware.

On receipt of the contract cancellation notice from the State of Delaware, the vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect or prevent the contract cancellation unless the State of Delaware provides a written acceptance of the vendor response. If the State of Delaware does accept the vendor's method and/or action plan to correct the

identified deficiencies, the State of Delaware will define the time by which the vendor must fulfill its corrective obligations. Final retraction of the State of Delaware's termination for cause will only occur after the vendor successfully rectifies the original violation(s). At its discretion, the State of Delaware may reject in writing the vendor's proposed action plan and proceed with the original contract cancellation timeline.

b. Termination for Convenience

The State of Delaware may terminate the contract any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State of Delaware, become its property and the vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State of Delaware.

c. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the contract shall be terminated as to any obligation of the State of Delaware requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

d. Data and Participant Records

In the event of contract termination, Vendor shall electronically transfer to the State of Delaware (or to a successor administrator) within thirty (30) days of termination all data and participant records necessary for the continued administration of the plan. Vendor must agree to continue operations until the transfer of data has been completed.

19. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in 19 *Del. C.* §711, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

20. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21. Vendor Activity

No activity is to be executed in an offshore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

22. Vendor Responsibility

The State of Delaware will enter into a contract with the successful vendor(s). The successful vendor(s) shall be responsible for all products and services as required by this RFP whether or not the vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the State.

23. Personnel, Equipment and Services

- a. Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under the contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by the contract shall be subcontracted without the prior written approval of the State of Delaware. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State of Delaware.

24. Fair Background Check Practices

Pursuant to 29 *Del. C.* § 6909B at <https://delcode.delaware.gov/title29/c069/sc01/index.html>, the State of Delaware does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State of Delaware are encouraged to adopt fair background check practices. Vendors can refer to 19 *Del. C.* § 711(g) at <https://delcode.delaware.gov/title19/c007/sc02/index.html> for applicable established provisions.

25. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

Delaware Sex Offender Central Registry at:
<https://sexoffender.dsp.delaware.gov/>

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Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the State of Delaware's sole discretion.

By request of the State of Delaware, the vendor(s) shall provide a list of all employees serving an awarded contract and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The vendor(s) shall be responsible for the background check requirements of any authorized subcontractor providing service to the State of Delaware's contract.

26. Reserved

27. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State of Delaware. The vendor will seek written permission to use any product created under the contract.

28. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor may constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, the RFP, vendor's response to the RFP, and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

29. Applicable Law

The laws of the State of Delaware shall apply, except where federal Law has precedence. The successful vendor shall consent to jurisdiction and venue in the State of Delaware.

In submitting a proposal, vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- a. The laws of the State of Delaware;

- b. The applicable portion of the federal Civil Rights Act of 1964;

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- c. The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d. A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- e. That programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.
- f. The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (45 C.F.R. Parts 160, 162 and 164, as may thereafter be amended); Electronic Data Interchange (EDI) Rule (45 C.F.R. Parts 160, 162 and 164, as may thereafter be amended); and Privacy laws that are relevant to the scope of services covered by the resulting contract.

If any vendor fails to comply with (a) through (f) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

30. Severability

If any term or provision of the contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or the whole of the contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties therein set forth.

31. Assignment of Antitrust Claims

As consideration for the award and execution of the contract by the State of Delaware, the vendor shall grant, convey, sell, assign, and transfer to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it has or may thereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to the contract. Upon either the State of Delaware's or the vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State of Delaware and vendor shall meet and confer about coordination of representation in such action.

32. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties thereto shall consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not

thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

33. Affirmation

The vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

34. Audit Access to Records

The vendor shall maintain books, records, documents, and other evidence pertaining to the contract to the extent and in such detail as shall adequately reflect performance thereunder. The vendor shall agree to preserve and make available to the State of Delaware, upon request, such records for a period of seven (7) years from the date services were rendered by the vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the contract. Upon notice given to the vendor, representatives of the State of Delaware or other duly authorized State or federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to the contract. The cost of any contract audit disallowances resulting from the examination of the vendor's financial records will be borne by the vendor. Reimbursement to the State of Delaware for disallowances shall be drawn from the vendor's own resources and not charged to cost of the contract or cost pools indirectly charging contract costs.

35. IRS 1075 Publication (If Applicable)

a. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

- i. All work will be performed under the supervision of the contractor.
- ii. The contractor and contractor's officers or employees to be authorized access to Federal Tax Information (FTI) must meet background check requirements defined in Internal Revenue Service (IRS) Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- iii. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

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- iv. FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- v. The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- vi. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- vii. All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- viii. No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- ix. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- x. To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- xi. In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.
- xii. For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

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- xiii. The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

b. Criminal/Civil Sanctions

- i. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- ii. Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- iii. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- iv. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- v. Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications

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must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security

c. Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements. Other General Conditions

- i. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- ii. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered, and corrective action taken, until final system acceptance.
- iii. **Regulations** – All equipment, software and services must meet all applicable local, State and federal regulations in effect on the date of the contract.
- iv. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the State of Delaware.
- v. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- vi. **Payment** – The State of Delaware reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each administrative invoice within thirty (30) days after the date of receipt of a correct invoice. The agencies will authorize and process for payment of each claim invoice within 24 hours. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

- vii. **W-9** – The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer Identification Document (ID) (Social Security Number (SSN) or Employer Identification Number (EIN)) and Applicant (supplier) name are submitted to the Internal Revenue Service for “matching”. If the Taxpayer ID and name do not match, the vendor record cannot be approved. It is the applicant’s responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services. Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000
- viii. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DHR26009-MED TPA on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
- ix. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

A. No Press Releases or Public Disclosure

The State reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State.

B. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

C. Production Environment Requirements

The State requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

D. Intent to Submit Proposal – !!!IMPORTANT!!!

You must indicate your Intent to Submit Proposal via email to Pamela Barr (pamela.barr@delaware.gov) by Wednesday, May 27, 2026, no later than 11:00 a.m. ET (local time).

Your proposal will not be accepted if the State does not receive your written confirmation of an Intent to Submit Proposal. Include the following information:

- a. The subject line of the email must include
 - i. RFP DHR26009-MED TPA Intent to Submit
 - ii. Company Name
- b. The body of your email should include
 - i. Company name
 - ii. Mailing and physical address
 - iii. Primary contact name, title, email address and phone number
 - iv. Secondary contact name, title, email address and phone number
 - v. Company website

E. Non-Disclosure Agreement

A signed NDA is required in order to receive some of the attachments and appendices noted herein. The NDA has been provided as Attachment 9 and must be signed and returned when your organization submits your Intent to Submit Proposal. After indicating the data destruction term and signing the NDA, scan all the pages of the NDA and send a PDF of the executed NDA via email to Pamela Barr (pamela.barr@delaware.gov).

NOTE: Brokers cannot execute the NDA on behalf of their client. Subcontractors cannot obtain the attachments and appendices identified in this RFP as “confidential” directly from the State – these documents must be obtained through the contract they are working with.

Certificate of Destruction - After the RFP process is completed and the contract award is made, the NDA requires that the confidential information be destroyed in a secure manner and a Certificate of Destruction be provided to the State.

F. No Proposal

To assist us in obtaining competitive proposals and analyzing our procurement processes, if you sign into the Questionnaire (Attachment 22) within ProposalTech and choose not to submit a proposal, please complete and return Attachment 1.

G. Definitions

1. The following terms are used interchangeably throughout this RFP:
 - i. member, participant
 - ii. retiree, pensioner
 - iii. non-payroll group, participating group, non-State group
 - iv. shall, will, and/or must
 - v. Scope of Services, Scope of Work

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- vi. fees, rates
- vii. rates, premiums
- 2. Customer Service – Services to the members/participants, not the State, SEBC or SBO personnel.
- 3. Account Management – Services provided to your client - the State, SEBC and SBO personnel.

H. Best and Final Offer (BAFO)

The State may or may not request improved rates or pricing as a Best and Final Offer (“BAFO”). Therefore, you are encouraged to submit your best pricing initially in your proposal. A BAFO may be requested of finalists.

I. Performance Guarantees

The State expects exceptional client account management and participant customer service from their vendors and is interested in evaluating financial and non-financial performance guarantees. The State of Delaware reserves the right to negotiate both financial and non-financial performance guarantees. If your offer does not receive a clarifying question or any other response from the State of Delaware, it does not infer acceptance.

VII. Attachments

The following attachments shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Responses Exceptions Tracking
- Attachment 4 – Confidential Information Form
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Subcontracting (2nd Tier) Quarterly Report
- Attachment 8 – Office of Supplier Diversity Application
- Attachment 9 – Non-Disclosure Agreement
- Attachment 10 – RFP Discrepancies, Revisions and Omissions Tracking Chart
- Attachment 11 – Data Confidentiality Agreement
- Attachment 12 – Officer Certification Form
- Attachment 13 – Financial Ratings
- Attachment 14 – Business Associate Agreement
- Attachment 15 – Rate/Fee Quote
- Attachment 16 – Performance Guarantees
- Attachment 17a – Aetna Master Report List
- Attachment 17b – Highmark Master Report List
- Attachment 18 – Account Management Survey
- Attachment 19 – Network Diagram Template
- Attachment 20 – State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

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- Attachment 21 – Cyber Responsibilities, Liability and Insurance
- Attachment 22 – Response to Scope of Services Questionnaire
- Attachment 23 – Provider Disruption
 - Confidential, NDA required
- Attachment 24 – Eligibility and Enrollment Rules
- Attachment 25 – Medical Plan Design – Current and Proposed Plans
- Attachment 26 – Payroll Deduction Coverage Schedule
- Attachment 27 – GHIP Groups
- Attachment 28 – Network Provider Discounts
- Attachment 29 - OVBHCD template
- Attachment 30 – Out-of-network (OON) Cost Containment and Payment Integrity Program (PIP) Shared Savings Fees
- Attachment 31 – GeoAccess PPO Network
 - Confidential, NDA required
- Attachment 32 – GeoAccess HMO Network
 - Confidential, NDA required
- Attachment 33 – Medicfill Rx Claims
 - Confidential, NDA required
- Attachment 34 – Data File Descriptions and Layouts
 - Confidential, NDA required
- Attachment 35 – Census
 - Confidential, NDA required
- Attachment 36 – Claims and Enrollment Summary
 - Confidential, NDA required
- Attachment 37 – Administrative Service (ASO) Fees
 - Confidential, NDA required

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IMPORTANT – PLEASE NOTE

- Attachment 1 must be completed and returned to the State if bid is not submitted.
- Attachments 2-5, 11-16, 20, 23, 25, 28, 31 and 32 must be included in your proposal.
- Attachment 6 must be included in your proposal if subcontractors will be involved.
- Attachment 7 represents required reporting, which the State will submit on your behalf.
- Attachment 9 must be completed and submitted via email to Pamela Barr (pamela.barr@delaware.gov) after submittal of Intent to Submit Proposal.
- Attachment 22 must be completed in ProposalTech.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

In accordance with Executive Order 4449 at https://archivesfiles.delaware.gov/Executive-Orders/Carney/Carney_EO049.pdf, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by subcontractors who are Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to: name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State Office of Supplier Diversity (OSD) certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov).

Accurate 2nd Tier Reports shall be submitted to the Office of Supplier Diversity on the 15th (or next business day) of the month following each quarterly period. For consistency, quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date. *You will be asked for this information and, as stated above, the State will submit this report on your behalf.* For benefit programs, only 2nd Tier Spend fees that can be identified as separate from any bundled pricing and are not employee-pay-all are reported.

NO PROPOSAL REPLY FORM

Contract No. DHR26009-MED_TPA
Contract Title: Medical TPA Services

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

Signature: _____

Firm Name: _____

_____ We wish to remain on the Vendor's List for these goods or services.

_____ We wish to be deleted from the Vendor's List for these goods or services.

PLEASE FORWARD NO PROPOSAL REPLY FORM TO Pamela.barr@delaware.gov.

NON-COLLUSION STATEMENT

Contract No. DHR26009-MED_TPA

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Department of Human Resources

It is agreed by the undersigned Vendor that the signed delivery of this proposal represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Human Resources.

COMPANY NAME _____

COMPANY TYPE: Corporation Partnership Individual Other: _____

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

| Certification type(s) | Circle all that apply | |
|---|-----------------------|----|
| Minority Business Enterprise (MBE) | Yes | No |
| Woman Business Enterprise (WBE) | Yes | No |
| Disadvantaged Business Enterprise (DBE) | Yes | No |
| Veteran Owned Business Enterprise (VOBE) | Yes | No |
| Service Disabled Veteran Owned Business Enterprise (SDVOBE) | Yes | No |

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

RESPONSES EXCEPTION TRACKING

- See separate Excel attachment, available in ProposalTech and through GSS site.

DRAFT

CONFIDENTIAL INFORMATION FORM

Contract No. DHR26009-MED_TPA

Contract Title: Medical TPA Services

_____The Vendor acknowledges that they are **not** providing any information they declare to be confidential or proprietary for the purpose of production under *29 Del. C. Ch. 100*, Delaware Freedom of Information Act.

OR

_____The Vendor acknowledges that they are following Section IV.B.11. Confidentiality of Documents of the RFP and will comply with redaction instructions in Section IV.B.2.:

- d. Directions for the Redacted Electronic Copy, if applicable
- e. Follow-Up Responses and Finalist Presentations

Authorized Representative's Signature

Date Signed

BUSINESS REFERENCES

Contract No. DHR26009-MED_TPA
Contract Title: Medical TPA Services

Please provide a minimum of six business references.

| | |
|---|--------------------|
| Current Customer #1 | Information |
| Customer Name | |
| Customer Principal Location | |
| Number of Eligible Employees (during contract period) | |
| Number of Subscribers (during contract period) | |
| Effective Date of Contract | |
| Date of Termination (if applicable) | |
| Customer Contact Name | |
| Job Title | |
| Address | |
| Telephone Number | |
| Email | |
| Name of Account Manager | |
| Current Customer #2 | Information |
| Customer Name | |
| Customer Principal Location | |
| Number of Eligible Employees (during contract period) | |
| Number of Subscribers (during contract period) | |
| Effective Date of Contract | |
| Date of Termination (if applicable) | |
| Customer Contact Name | |
| Job Title | |
| Address | |
| Telephone Number | |
| Email | |
| Name of Account Manager | |
| Current Customer #3 | Information |
| Customer Name | |
| Customer Principal Location | |
| Number of Eligible Employees (during contract period) | |
| Number of Subscribers (during contract period) | |
| Effective Date of Contract | |
| Date of Termination (if applicable) | |
| Customer Contact Name | |
| Job Title | |
| Address | |
| Telephone Number | |
| Email | |
| Name of Account Manager | |
| Previous Customer #1 | Information |

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| | |
|---|-------------|
| Customer Name | |
| Customer Principal Location | |
| Number of Eligible Employees (during contract period) | |
| Number of Subscribers (during contract period) | |
| Effective Date of Contract | |
| Date of Termination (if applicable) | |
| Customer Contact Name | |
| Job Title | |
| Address | |
| Telephone Number | |
| Email | |
| Name of Account Manager | |
| Previous Customer #2 | Information |
| Customer Name | |
| Customer Principal Location | |
| Number of Eligible Employees (during contract period) | |
| Number of Subscribers (during contract period) | |
| Effective Date of Contract | |
| Date of Termination (if applicable) | |
| Customer Contact Name | |
| Job Title | |
| Address | |
| Telephone Number | |
| Email | |
| Name of Account Manager | |
| Previous Customer #3 | Information |
| Customer Name | |
| Customer Principal Location | |
| Number of Eligible Employees (during contract period) | |
| Number of Subscribers (during contract period) | |
| Effective Date of Contract | |
| Date of Termination (if applicable) | |
| Customer Contact Name | |
| Job Title | |
| Address | |
| Telephone Number | |
| Email | |
| Name of Account Manager | |

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

SUBCONTRACTOR INFORMATION FORM

Contract No. DHR26009-MED_TPA
Contract Title: Medical TPA Services

Are you proposing the use of any subcontractors in the fulfillment of the requirements as outlined in the solicitation?

If yes, complete this form.

Responding Vendor Information

| | |
|---------------------|--|
| Company Name | |
| DBA (if applicable) | |
| Company Address | |

Subcontractor Information

| | |
|---------------------|--|
| Company Name | |
| DBA (if applicable) | |
| Company Address | |

| | |
|------------------------------------|--|
| Diverse Vendor Self-Identification | |
| State Certified | |
| Federal Certified | |

If yes, which State(s):

Description of Work by Subcontractor

Once completed, this form must be signed by both vendors.

Proposing Vendor

Subcontractor

Authorized Signature:

Authorized Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Use a separate form for each subcontractor

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SUBCONTRACTING (2nd tier)_QUARTERLY REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

| State of Delaware | | | | | | | | | | | | | | | | |
|--|---------------|------------------------|----------------------|-----------------------|--------------------|------------------|-------------------------------|--|-------------------------|---|------------------------|---------------------------|--------------------------------|-------------------------|-------------------------------|--------------------------|
| Subcontracting (2nd tier) Quarterly Report | | | | | | | | | | | | | | | | |
| Prime Name: | | | | | | | | Report Start Date: | | | | | | | | |
| Contract Name/Number | | | | | | | | Report End Date: | | | | | | | | |
| Contact Name: | | | | | | | | Today's Date: | | | | | | | | |
| Contact Phone: | | | | | | | | *Minimum Required | | | | Requested detail | | | | |
| Vendor Name* | Vendor TaxID* | Contract Name/ Number* | Vendor Contact Name* | Vendor Contact Phone* | Report Start Date* | Report End Date* | Amount Paid to Subcontractor* | Work Performed by Subcontractor UNSPSC | M/WBE Certifying Agency | Veteran /Service Disabled Veteran Certifying Agency | 2nd tier Supplier Name | 2nd tier Supplier Address | 2nd tier Supplier Phone Number | 2nd tier Supplier email | Description of Work Performed | 2nd tier Supplier Tax Id |
| | | | | | | | | | | | | | | | | |
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The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:
[Office of Supplier Diversity Certification Application Portal](#)

For more information, please send an email to OSD:
osd@delaware.gov or call 302-577-8477

[Subscribe](#) to the OSD Mailing List

Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: osd@delaware.gov

Web site: <https://business.delaware.gov/osd/>

*Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

NON-DISCLOSURE AGREEMENT WITH CERTIFICATE OF DESTRUCTION

Request for Proposal for Professional Services for the State of Delaware’s Medical TPA Services

This Non-Disclosure Agreement (“NDA”) is entered into as of May 13, 2026, by and between _____ (“Vendor”) and the State of Delaware Department of Human Resources (“State”).

“Confidential and Proprietary Information” means information disclosed during the term of this NDA that is not generally known and is proprietary to the State, or that the State is obligated to treat as proprietary. Proprietary Information shall include, but not be limited to: specifications and information about the State’s past, current or possible future employee, retiree and pensioner health plans; financial information or projections; non-public personal information, including protected health information and de-identified health information; including information obtained from third parties under nondisclosure agreements.

“Purpose of the Disclosure” means a review of Attachment 23: Provider Disruption, Attachment 31: GeoAccess PPO Network, Attachment 32: GeoAccess HMO Network, Attachment 33: Medicfill Rx Claims, Attachment 34: Data File Descriptions and Layouts, Attachment 35: Census, Attachment 36: Claims and Enrollment Summary, and Attachment 37: Administrative Service (ASO) Fees for the purpose of responding to a proposal for Medical TPA Services.

The parties hereby agree as follows:

1. **Property of State.** All right, title and interest in and to the Proprietary Information shall be and remain vested in the State. Nothing in this NDA shall grant the Vendor any license or right of any kind with respect to the Proprietary Information, other than to review and evaluate such information solely for the Purpose of the Disclosure set forth above. All Proprietary Information is provided on an “AS IS” basis; and all representations and warranties, express or implied, are hereby disclaimed.
2. **Vendor’s Obligations.** Vendor agree that it will:
 - (a) use commercially reasonable efforts to safeguard the Proprietary Information, and to prevent any unauthorized access, reproduction, disclosure, or use of any of the Proprietary Information other than for the Purpose of the Disclosure and then only in strict compliance with the provisions hereof and subject to any applicable laws;
 - (b) disclose the Proprietary Information only to those officers, directors, employees, consultants and advisors of the Vendor who need to know such information in order to carry out the Purpose of the Disclosure and, in

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the event the employment or engagement of any such person is terminated, the Vendor agrees to use commercially reasonable efforts to recover any Proprietary Information in such person's custody or control;

(c) not remove any copyright notice, trademark notice, or other proprietary legend or indication of confidentiality set forth on or contained in any of the Proprietary Information;

(d) promptly notify the State in writing of any unauthorized use or disclosure of the Proprietary Information, including a detailed description of the circumstances of the disclosure and the parties involved. In the event that Vendor is required to disclose any portion of any received from the State by operation of law, Vendor may do so, provided the Vendor shall immediately notify the State in writing and shall provide the State with reasonable cooperation and assistance in obtaining a suitable protective order, and in taking any other steps reasonably necessary, to preserve the confidentiality of any such Proprietary Information; and

(e) On or before July 1, 2027, or within 30 days of notification by the State that Vendor's proposal has not been accepted, the Vendor shall dispose of all Proprietary Information in its systems or otherwise in its possession or under its control and in all of its forms, for example: disk, CD/DVD, backup tapes, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and the attached certificate of destruction form shall be provided to the State of Delaware.

3. **Exceptions.** Notwithstanding the provisions of Section 2 above, Vendor has no obligation to maintain the confidentiality of any Proprietary Information which: (a) Vendor can demonstrate was known by Vendor without violation of any contractual, fiduciary or other obligation of confidentiality prior to the disclosure thereof by the State; (b) properly came into the possession of Vendor from a third party which was not under any obligation to maintain the confidentiality of such information; (c) has become available to members of the public through no act or fault on the part of Vendor in breach of this NDA; or (d) was independently developed by or for it without the use of Proprietary Information.
4. **Term.** Vendor's obligations hereunder with respect to Proprietary Information disclosed by the State shall apply to all Proprietary Information provided to Vendor by State with respect to the Purpose of Disclosure terminate upon the Vendor's certification to the State that Vendor has returned or destroyed all Proprietary Information and have not retained any copies thereof.
5. **Equitable Relief.** Vendor agrees that any unauthorized use of the Proprietary Information by Vendor shall cause the State irreparable harm for which its remedies at law would be inadequate. Therefore, in addition to any other rights it may have at law, the State shall be entitled to seek equitable relief.
6. **General.** This NDA constitutes the entire agreement and understanding between the parties with respect to the Proprietary Information listed above, and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral. No waiver or modification of any of the provisions of this NDA shall be valid unless in writing and signed by both of the parties. Vendor's rights

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under this NDA may not be assigned to any third party without the State's prior written consent. This NDA shall be governed by and interpreted in accordance with the laws of the State of Delaware. Should any provision of this NDA be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions hereof, which shall remain in full force and effect.

VENDOR

Authorized Signature: _____
Name: _____
Title: _____
Date: _____
Address: _____

STATE OF DELAWARE

Authorized Signature: _____

Stephanie Hartos
Director of Statewide Benefits and Insurance Coverage Office

Date: _____

Department of Human Resources
Statewide Benefits Office
841 Silver Lake Boulevard, Suite 200
Dover, DE 19904

STATE OF DELAWARE
Department of Human Resources

**DELAWARE DEPARTMENT OF TECHNOLOGY AND INFORMATION
CERTIFICATE OF DATA DESTRUCTION
By External Entity/Company**

The information described below was destroyed in the normal course of business pursuant to State of Delaware retention schedule and the following policies and contract(s):

- The Delaware Information Security Policy: <http://dti.delaware.gov/pdfs/pp/StateOfDelawareInformationSecurityPolicy.pdf>
- Data Classification Policy: <http://dti.delaware.gov/pdfs/pp/DataClassificationPolicy.pdf>
- Disposal of Electronic/Storage Media Policy: <http://dti.delaware.gov/pdfs/pp/DisposalOfElectronicEquipmentAndStorageMedia.pdf>
- **Request for Proposal (RFP) for Medical TPA Services, May 13, 2026:**
On or before July 1, 2027, or within 30 days of notification by the State that Vendor’s proposal has not been accepted, the Company will destroy all data files received for the purposes of preparing a bid in response to the RFP including, but not necessarily limited to, Attachment 23: Provider Disruption, Attachment 31: GeoAccess PPO Network, Attachment 32: GeoAccess HMO Network, Attachment 33: Medicfill Rx Claims, Attachment 34: Data File Descriptions and Layouts, Attachment 35: Census, and Attachment 36: Claims and Enrollment Summary, Attachment 37: Administrative Service (ASO) Fees. Company will destroy all data files received for the purposes of preparing a bid response. Company will email the completed form along with any documentation produced from the data destruction/data wipe software such as a certificate or certification log to: Delaware Department of Technology and Information, Office of the Chief Security Officer, 801 Silver Lake Blvd., Dover, DE 19904 (302-739-9500), esecurity@delaware.gov. Additionally, send a copy via email to: State of Delaware DHR, Statewide Benefits Office, Attn: Pamela Barr, 841 Silver Lake Boulevard, Suite 200, Dover, DE 19904 (302-760-7060), pamela.barr@delaware.gov.

| Requested Information | Response |
|-----------------------|--------------|
| Date of Destruction | |
| Method of Destruction | Check method |
| | Burning |
| | Overwriting |
| | Pulping |
| | Pulverizing |
| | Reformatting |
| | Shredding |
| | Other |
| Authorized by | |
| Records destroyed by | |
| If onsite, witness by | |
| Department Manager | |
| Company Name | |
| Company Address | |

DATA CONFIDENTIALITY AGREEMENT

Data Exchange for Medical TPA Services

This Data Confidentiality Agreement (“Agreement”) is undertaken and effective on the date of the State Employee Benefit Committee (“SEBC”) award on _____ pursuant to the parties’ performance of a certain contract (“Contract”) effective July 1, 2027 by and between the State of Delaware (“State”) by and through the Department of Human Resources (“DHR”) on its own behalf and on behalf of the group health plan it sponsors for employees and other covered persons, collectively referred to hereafter as “Covered Persons”, and _____ (“Vendor”) with offices at _____, (“Parties”).

WHEREAS, the State issued a Request for Proposal for the State of Delaware’s Group Medical TPA Services, DHR26009-MED TPA on May 13, 2026;

WHEREAS, in order to implement enrollment by the Covered Persons, the State and Vendor must exchange test enrollment and/or eligibility files prior to the effective date of the Contract;

WHEREAS, Vendor desires to provide such data technology services to the State on the terms set forth in the Request for Proposal and as stated below;

WHEREAS, the information provided by the State is classified as Personally Identifiable Information (PII) and is information that, if divulged, could compromise or endanger the people or assets of the State and is data that is specifically protected by law; and

WHEREAS, the State and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under the Contract;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, the State and Vendor agree as follows:

- The RFP provides for a data extract by and through Payroll Human Resources Statewide Technology (PHRST) to be provided to Vendor to be used for implementation testing and enrollment.
- The enrollment files generated by the State will be placed in a sub-folder on the State’s SFTP server. The Vendor is responsible to obtain the files from the server.
- The RFP requires that the Vendor accept eligibility and enrollment files in specified formats.

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- The data is to be used for the following purposes and is not to be used for any other purpose.
- To populate the Vendor's test environment; and
- To populate the Vendor's system so that eligible members may receive Medical TPA Services.
- No clause of the Contract shall be considered a waiver of any portion of the terms set forth in the RFP for which a contract has been awarded to the Vendor. The terms of the document entitled *State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement*, which is part of the RFP and a copy of which is attached hereto for reference, shall apply to the test and enrollment files to be provided by the State prior to the effective date of the Contract.

This Agreement was drafted with the joint participation of the undersigned Parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be in effect as of the latest date and year below written.

VENDOR

Authorized Signature: _____
Name: _____
Title: _____
Date: _____
Address: _____

STATE OF DELAWARE

Authorized Signature: _____
Stephanie Hartos
Director of Statewide Benefits and Insurance Coverage Office

Date: _____
Department of Human Resources
Statewide Benefits Office
841 Silver Lake Boulevard, Suite 200
Dover, DE 19904

OFFICER CERTIFICATION FORM

Contract No. DHR26009-MED_TPA

Contract Title: Medical TPA Services

Please have an officer of your company review and sign this worksheet to confirm the information is valid. Please include completed form with proposal.

| Officer's Statement | Response |
|---|----------|
| Company's Legal Name | |
| Company's Marketing Name (if different) | |
| Street Address | |
| City | |
| State | |
| Zip | |
| Phone Number | |
| Fax Number | |
| Email Address | |
| Name of Officer Completing Statement | |
| Title of Officer Completing Statement | |
| Phone Number of Officer Completing Statement | |
| Email Address of Officer Completing Statement | |

I certify that our response to the Request for Proposal for the State of Delaware's Medical TPA Services, DHR26009-MED TPA, is complete and accurate to the best of my knowledge and contains no material omissions or misstatements. I acknowledge that the State of Delaware will rely upon the information included in our response to make decisions concerning the administration of these benefits that are offered to their employees.

Officer's Signature

Date Signed

FINANCIAL RATINGS

Carrier's most recent rating or filing (identify date) from the following agencies:

| Vendor Ratings | Rating |
|--|--------|
| A.M. Best: Rating Status | |
| Financial Rating (if rated) | |
| Date (if rated; if not rated, leave response cell blank) | |
| Standard & Poor's: Rating Status | |
| Financial Rating (if rated) | |
| Date (if rated; if not rated, leave response cell blank) | |
| Fitch (formerly Duff and Phelps): Rating Status | |
| Financial Rating (if rated) | |
| Date (if rated; if not rated, leave response cell blank) | |
| Moody's: Rating Status | |
| Financial Rating (if rated) | |
| Date (if rated; if not rated, leave response cell blank) | |

1. Has there been any change in your organization's ratings in the last two years? If yes, please explain the nature and reason(s) for the change.
2. Are there any outstanding legal actions pending against your organization? If so, please explain the nature and current status of the action(s).
3. What fidelity and surety insurance or bond coverage does your organization carry to protect your clients? Specifically describe the type and amount of the fidelity bond insuring your employees, which would protect this plan in the event of a loss.
4. Does your organization agree to furnish a copy of all such policies for review by legal counsel if requested?
5. Do you anticipate any mergers, transfer of company ownership, sales management reorganizations, or departure of key personnel within the next three (3) years that might affect your ability to carry out your proposal if it results in a contract with the State of Delaware? If yes, please explain.
6. Is your Company affiliated with another company? If yes, please describe the relationship.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is undertaken pursuant to the parties’ performance of a certain contract (“Agreement”) effective _____, by and between the State of Delaware by and through the State Employee Benefits Committee (“Plan Sponsor”), on its own behalf and on behalf of the group health plan it sponsors for employees or other covered persons (the “Plan”), and _____ (“Vendor”).

In the performance of services on behalf of the Plan pursuant to the Agreement, and in order for Vendor to use, disclose or create certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below), Vendor is a Business Associate of the Plan as that term is defined by the Health Insurance Portability and Accountability Act of 1996, including the modifications required under the American Recovery and Reinvestment Act of 2009 (“ARRA”), and its implementing Administrative Simplification regulations (45 C.F.R. §§142, 160, 162 and 164) (“HIPAA”). Accordingly, Vendor, the Plan, and Plan Sponsor mutually agree to modify the Agreement to incorporate the terms of this BAA to comply with the requirements of HIPAA, and to include additional provisions that Plan Sponsor, the Plan, and Vendor desire to have as part of the Agreement.

Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

I. DEFINITIONS

The following terms used in the Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

A. Specific Definitions

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103, and in reference to the party to the Agreement, shall mean Vendor.
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103, and in reference to the party to the Agreement, shall mean the Plan.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. PERMITTED USES AND DISCLOSURES BY VENDOR

- A. During the continuance of the Agreement, Vendor will perform services necessary in connection with the Plan as outlined in the Agreement. These services may include Payment activities, Health Care Operations, and Data Aggregation as these terms are defined in 45 CFR §164.501. In connection with the services to be performed pursuant to the Agreement, Vendor is permitted or required to use or disclose PHI it creates or receives for or from the Plan or to request PHI on the Plan's behalf as provided below.
- B. **Functions and Activities on the Plan's Behalf.** Unless otherwise limited in this BAA, Vendor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Plan as specified in the Agreement. Vendor may decide in its own reasonable discretion what uses and disclosures of PHI are required for it to perform administrative services for the Plan as outlined in this BAA and in the Agreement as well as in accordance with the law.
1. **Use for Vendor's Operations.** Vendor may use PHI it creates or receives for or from the Plan for Vendor's proper management and administration or to carry out Vendor's legal responsibilities in connection with services to be provided under the Agreement.
 2. **Disclosures for Vendor's Operations.** Vendor may disclose the minimum necessary of such PHI for Vendor's proper management and administration or to carry out Vendor's legal responsibilities, but only if the following conditions are met:
 - a. The disclosure is required by law; or
 - b. Vendor obtains reasonable assurance, evidenced by written contract, from any person or organization to which Vendor will disclose such PHI that the person or organization will:
 - i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Vendor disclosed it to the person or organization or as required by law; and
 - ii) Promptly notify Vendor (who will in turn promptly notify the Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.
 3. **Minimum Necessary Standard.** In performing functions and activities in connection with the Agreement, Vendor agrees to make reasonable efforts to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.
- C. **Data Aggregation Services.** The Plan agrees and recognizes that Vendor performs Data Aggregation services for the Plan, as defined by the HIPAA Rules. In the course of performing normal and customary services under the Agreement, this data aggregation is an

essential part of Vendor's work on behalf of the Plan under the Agreement. Accordingly, Vendor can perform these data aggregation services in its own discretion, subject to any limitations imposed by the Agreement. The term "Data Aggregation" is defined under the HIPAA Rules to mean, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a covered entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

D. Prohibition on Unauthorized Use or Disclosure

1. Non-permitted Use and Disclosure of PHI. Vendor will neither use nor disclose PHI it creates or receives for or from the Plan or from another Business Associate of the Plan, except as permitted or required by the Agreement and this BAA, as required by law, as otherwise permitted in writing by the Plan, or as authorized by a Covered Person.
2. Disclosure to the Plan and the Plan Business Associates. To the extent permitted or required by the Agreement and this BAA, Vendor will disclose PHI to other Business Associates of the Plan which the Plan has identified in a writing provided to Vendor. Vendor shall only disclose such PHI to such Business Associates, in their capacity as Business Associates of the Plan. Other than disclosures permitted by this Section II or as otherwise specifically identified in the Agreement, Vendor will not disclose Covered Persons' PHI to the Plan or to a Business Associate of the Plan except as directed by the Plan in writing.
3. No Disclosure to Plan Sponsor. Vendor will not disclose any Covered Persons' PHI to Plan Sponsor, except as permitted by and in accordance with Section VII or as otherwise specifically identified in the Agreement.

III. OBLIGATIONS AND ACTIVITIES OF VENDOR

- A. Vendor will develop, document, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of, and to prevent non-permitted use or disclosure of, PHI created or received for or from the Plan.
- B. Vendor agrees to mitigate, to the extent practicable, any harmful effect that is known to Vendor of a use or disclosure of PHI by Vendor in violation of the requirements of this BAA.
- C. Vendor agrees to report to Covered Entity, without unreasonable delay and in any event within thirty (30) days, any use or disclosure of the PHI not provided for by this BAA or otherwise in writing by the Plan. Vendor shall maintain a written log recording the date, name of Covered Person and description of PHI for all such unauthorized use or disclosure and shall submit such log to the Plan Sponsor semiannually and by request. Vendor agrees to directly provide notice to any effected participants in the event of a Breach and to send a written log each such Breach and notice to participants to the Covered Entity within thirty

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(30) days of notification. Vendor agrees to notify participants in accordance with the guidelines and standards set forth by the Department of Health and Human Services under the American Reinvestment & Recovery Act and the HITECH Act. Upon termination of this BAA, Vendor agrees to transfer all logs that contain the accounting of PHI Disclosure to the Plan or a designee.

- D. Vendor will require that any agent, including a subcontractor, to whom it provides PHI as permitted by this BAA (or as otherwise permitted with the Plan's prior written approval), agrees to the same restrictions and conditions that apply through this BAA to Vendor with respect to such information.
- E. Vendor agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Vendor on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- F. Vendor agrees to implement administrative, physical, and technical safeguards (as set forth in the Security Rule) that reasonably and appropriately protect the confidentiality and integrity (as set forth in the Security Rule), and the availability of Electronic PHI, if any, that Vendor creates, receives, maintains, or transmits electronically on behalf of Covered Entity. Vendor agrees to establish and maintain security measures sufficient to meet the safe harbor requirements established pursuant to ARRA by making data unreadable, indecipherable, and unusable upon receipt by an unauthorized person. Vendor agrees to provide adequate training to its staff concerning HIPAA and Vendor's responsibilities under HIPAA.
- G. Vendor agrees to report to Covered Entity any Security Incident of which Vendor becomes aware.
- H. Vendor agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such information.

IV. INDIVIDUAL RIGHTS OBLIGATIONS

- A. **Access.** Vendor and the Plan agree that, wherever feasible, and to the extent that responsive information is in the possession of Vendor, Vendor will provide access to PHI as required by 45 CFR §164.524 on the Plan's behalf. Vendor will provide such access according to its own procedures for such access. Vendor represents that its procedures for such access comply with the requirements of 45 CFR §164.524. Such provision of access will not relieve the Plan of any additional and independent obligations to provide access where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Vendor will make available for inspection and obtaining copies by the Plan, or at the Plan's direction by the Covered Person (or the Covered Person's personal

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representative), any PHI about the Covered Person created or received for or from the Plan in Vendor's custody or control contained in a Designated Record Set, so that the Plan may meet its access obligations under 45 CFR §164.524. All fees related to this access, as determined by Vendor, shall be borne by Covered Persons seeking access to PHI.

- B. Amendment.** Vendor and the Plan agree that, wherever feasible, and to the extent that responsive information is in the possession of Vendor, Vendor will amend PHI as required by 45 CFR §164.526 on the Plan's behalf. Vendor will amend such PHI according to its own procedures for such amendment. Vendor represents that its procedures for such amendment comply with the requirements of 45 CFR §164.526. Such amendment will not relieve the Plan of any additional and independent obligations to amend PHI where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Vendor will amend such PHI contained in a Designated Record Set, in accordance with the requirements of 45 CFR §164.526. Upon receipt of written or electronic notice from the Plan, Vendor will amend or permit the Plan access to amend any portion of the PHI created or received for or from the Plan in Vendor's custody or control, so that the Plan may meet its amendment obligations under 45 CFR §164.526.
- C. Disclosure Accounting.** So that the Plan may meet its disclosure accounting obligations under 45 CFR §164.528, Vendor and the Plan agree that, wherever feasible and to the extent that disclosures have been made by Vendor, Vendor will provide the accounting that is required under 45 CFR §164.528 on the Plan's behalf. Vendor will provide such accounting according to its own procedures for such accounting. Vendor represents that its procedures for such accounting comply with the requirements of 45 CFR §164.528. Such provision of disclosure accounting will not relieve the Plan of any additional and independent obligations to provide disclosure accounting where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Vendor will provide an accounting as set forth below.

1. Disclosure Tracking

Starting as of the Effective Date of the Agreement, Vendor will record each disclosure of Covered Persons' PHI, which is not exempted from disclosure accounting that Vendor makes to the Plan or to a third party.

The information about each disclosure that Vendor must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Vendor made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure.

For repetitive disclosures of Covered Persons' PHI that Vendor makes for a single purpose to the same person or entity (including the Plan), Vendor may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency,

periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

2. Exceptions from Disclosure Tracking

Vendor is not required to record disclosure information or otherwise account for disclosures of PHI that this BAA or the Plan in writing permits or requires: (i) for the purpose of the Plan's payment activities or health care operations, (ii) to the individual who is the subject of the PHI disclosed, or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented; (x) for disclosures prior to April 14, 2003; or (xi) as otherwise excepted under 45 CFR §164.528.

3. Disclosure Tracking Time Periods

Vendor will have available for the Plan or for Covered Persons the Disclosure Information required for the six (6) years immediately preceding the date of the Plan's request for the Disclosure Information (except Contractor will not be required to have Disclosure Information for disclosures occurring before April 14, 2003) or when it was last in effect, whichever is later.

D. Right to Request Restrictions and Confidential Communications

So that the Plan may meet its obligations to evaluate requests for restrictions and confidential communications in connection with the disclosure of PHI under 45 CFR §164.522, Vendor and the Plan agree that, wherever feasible and to the extent that communications are within the control of Vendor, Vendor will perform these evaluations on behalf of the Plan. Vendor will evaluate such requests according to its own procedures for such requests, and shall implement such appropriate operational steps as are required by its own procedures. Vendor represents that its procedures for evaluating such requests comply with the requirements of 45 CFR §164.522. Such evaluation will not relieve the Plan of any additional and independent obligations to evaluate restrictions or implement confidential communications where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Vendor will evaluate requests for restrictions and requests for confidential communications, and will respond to these requests as appropriate under Vendor's procedures.

V. OBLIGATIONS OF THE COVERED ENTITY

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- A. Covered Entity shall provide Vendor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Vendor's permitted or required uses and disclosures.
- B. Covered Entity shall notify Vendor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522.
- C. Covered Entity shall not request Vendor to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity except as provided in this BAA. In no event shall Covered Entity request Vendor to disclose to Covered Entity or agents of Covered Entity any PHI unless such disclosure is the minimum necessary disclosure that satisfies the request and that such disclosure is solely for the purpose of treatment, payment or plan operations.

VI. BREACH OF PRIVACY OBLIGATIONS

Without limiting the rights of the parties under the Agreement, the Plan will have the right to terminate the Agreement if Vendor has engaged in a pattern of activity or practice that constitutes a material breach or violation of Vendor's obligations regarding PHI under this BAA and, on notice of such material breach or violation from the Plan, fails to take reasonable steps to cure the breach or end the violation.

If Vendor fails to cure the material breach or end the violation after the Plan's notice, the Plan may terminate the Agreement by providing Vendor written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective sixty (60) days from this termination notice.

A. Effect of Termination.

1. Return or Destruction upon Agreement End

Upon cancellation, termination, expiration or other conclusion of the Agreement, Vendor will if feasible return to the Plan or destroy all PHI, in whatever form or medium (including in any electronic medium under Vendor's custody or control), that Vendor created or received for or from the Plan, including all copies of such PHI that allow identification of any Covered Person who is a subject of the PHI. Vendor will complete such return or destruction as promptly as practical after the effective date of the cancellation, termination, expiration or other conclusion of the Agreement.

Following notice, Vendor shall pay the costs incurred in returning or destroying such PHI unless Plan Sponsor agrees to reimburse Vendor for reasonable costs following good faith negotiation between Vendor and Plan Sponsor subject to the requisite appropriation by the Delaware General Assembly as required by 29 *Del. C.* ch. 65 and Article 8, Section III of the Delaware Constitution.

2. Disposition When Return or Destruction Not Feasible

The Plan recognizes that in many situations, particularly those involving data aggregation services performed by Vendor for the Plan and others, that it will be infeasible for Vendor to return or destroy PHI. Accordingly, where in Vendor's discretion such return or destruction is infeasible, for any such PHI, upon cancellation, termination, expiration or other conclusion of the Agreement, Vendor will limit its further use or disclosure of the PHI to those purposes that make their return to the Plan or destruction infeasible.

VII. PLAN SPONSOR'S PERFORMANCE OF PLAN ADMINISTRATION FUNCTIONS

- A. Communication of PHI.** Except as specifically agreed upon by Vendor, the Plan and Plan Sponsor, and in compliance with any requirements imposed by this Section VII, all disclosures of PHI from Vendor pursuant to the Agreement shall be made to the Plan, except for disclosures related to enrollment or disenrollment in the Plan.
- B. Summary Health Information.** Upon Plan Sponsor's written request for the purpose either to, (a) obtain premium proposals for providing health insurance coverage for the Plan, or (b) modify, amend or terminate the Plan, Vendor is authorized to provide Summary Health Information regarding the Covered Persons in the Plan to Plan Sponsor.
- C. Plan Sponsor Representation.** Plan Sponsor represents and warrants (A) that the Plan has been established and is maintained pursuant to law, (B) that the Plan provides for the allocation and delegation of responsibilities for the Plan, including the responsibilities assigned to Contractor under the Agreement, (C) that the Plan includes or incorporates by reference the appropriate terms of the Agreement and this BAA, and (D) that the Plan incorporates the provisions required by 45 CFR §164.504.
- D. Plan Sponsor's Certification.** Vendor will not disclose Covered Persons' PHI to Plan Sponsor, unless and until the Plan authorizes Vendor in writing to disclose the minimum necessary Covered Persons' PHI to Plan Sponsor for the plan administration functions to be performed by Plan Sponsor as specified in the Plan.
- E. Vendor Reliance.** Vendor may rely on Plan Sponsor's certification and the Plan's written authorization and will have no obligation to verify that the Plan complies with the requirements of 45 CFR §164.504 or this BAA or that Plan Sponsor is complying with the Plan.
- F. The Plan Amendment.** Before the Plan will furnish Plan Sponsor's certification described above to Vendor, the Plan will ensure (1) that its Plan establishes the uses and disclosures of Covered Persons' PHI consistent with the requirements of 45 CFR §164 that Plan Sponsor will be permitted and required to make for the plan administration functions Plan Sponsor will perform for the Plan, and (2) that Plan Sponsor agrees to all the applicable conditions imposed by §164.504 on the use or disclosure of PHI.

VIII. MISCELLANEOUS

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- A. Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
- B. Survival.** The respective rights and obligations of Vendor under Section IV of this BAA shall survive the termination of this BAA.
- C. Interpretation.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules. Except to the extent specified by this BAA, all of the terms and conditions of the Agreement shall be and remain in full force and effect. In the event of any inconsistency or conflict between this BAA and the Agreement, the terms and provisions and conditions of this BAA shall govern and control. Nothing express or implied in this BAA and/or in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever. This BAA shall be governed by and construed in accordance with the same internal laws that are applicable to the Agreement.
- D. Duration.** This BAA will continue in full force and effect for as long as the Agreement remains in full force and effect. This BAA will terminate upon the cancellation, termination, expiration or other conclusion of the Agreement.
- E. Term.** The Term of this BAA shall be effective as of the date appearing on the signature page, and shall terminate when all of the PHI provided by Covered Entity to Vendor, or created or received by Vendor on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this BAA.
- F. Amendment.** Upon the effective date of any final regulation or amendment to final regulations with respect to the HIPAA Rules, this BAA will automatically amend such that the obligations imposed on Plan Sponsor, the Plan, and Vendor remain in compliance with such regulations, unless (1) Vendor elects to terminate the Agreement by providing Plan Sponsor and the Plan notice of termination in accordance with the Agreement at least thirty (30) days before the effective date of such final regulation or amendment to final regulations; or (2) Vendor notifies the Plan of its objections to any such amendment. In the event of such an objection, the parties will negotiate in good faith in connection with such changes or amendment to the relevant final regulation.
- G. Conflicts.** The provisions of this BAA will override and control any conflicting provision of the Agreement. All nonconflicting provisions of the Agreement will remain in full force and effect.
- H. Independent Relationship.** None of the provisions of this BAA are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties contracting with each other as independent parties solely for the purposes of effecting the provisions of this BAA and the Agreement.

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- I. **Rights of Third Parties.** This BAA is between Vendor and the Plan and the Plan Sponsor and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.
- J. **Notices.** All notices and notifications under this BAA shall be sent in writing by traceable carrier to the listed persons on behalf of Vendor, the Plan, and Plan Sponsor at the addresses indicated on the signature page hereof, or such other address as a party may indicate by at least ten (10) days' prior written notice to the other parties. Notices will be effective upon receipt.
- K. **Expenses.** Unless otherwise stated in this BAA or the Agreement, each party shall bear its own costs and expenses related to compliance with the above provisions. Any additional expenses incurred by Vendor in connection with services to be provided pursuant to this BAA shall be included in the Agreement.
- L. **Documentation.** All documentation that is required by this BAA or by the HIPAA Rules must be retained by Vendor for six (6) years from the date of creation or when it was last in effect, whichever is longer.

AGREED By and between the undersigned Parties this ___ day of _____ 20 ____.

**STATE OF DELAWARE
DEPARTMENT OF HUMAN RESOURCES**

VENDOR

Signature: : _____

Signature: _____

Stephanie Hartos

Printed Name: _____

Director, Statewide Benefits and Insurance Coverage

Title: _____

Date: _____

Date: _____

RATE/FEE QUOTE

- See separate Excel attachment, available in ProposalTech and through GSS site.

DRAFT

PERFORMANCE GUARANTEES

- See separate Excel attachment, available in ProposalTech and through GSS site.

DRAFT

MASTER REPORT LIST

- See separate Excel attachments, available in ProposalTech and through GSS site.

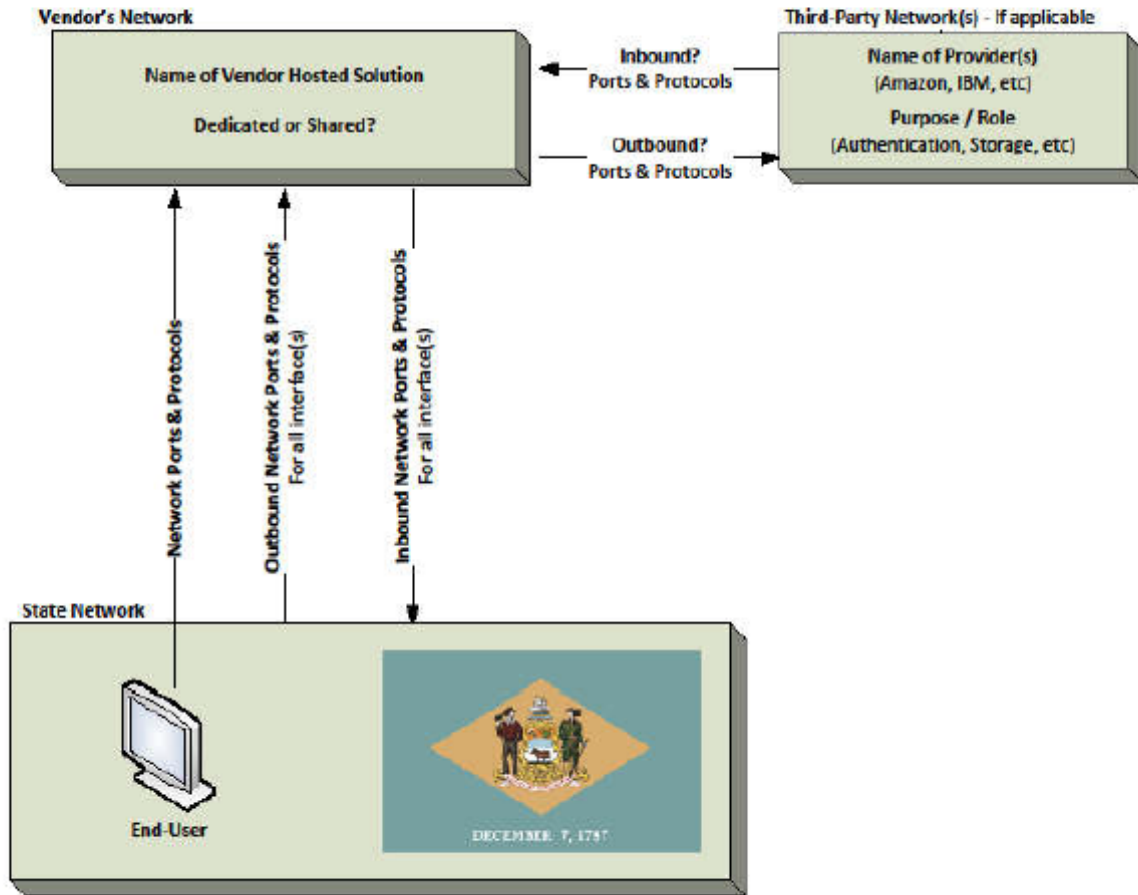
DRAFT

ACCOUNT MANAGEMENT SURVEY – MEDICAL TPA SERVICES

- See separate Excel attachment, available in ProposalTech and through GSS site.

DRAFT

**Network Diagram Template
For Hosted / Outsourced Solutions**



PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # _____, Appendix _____ between State of Delaware and _____ dated _____ be-

This document shall become part of the final contract.

| | Public Data | Non Public Data | |
|---|-------------|-----------------|--|
| 1 | ✓ | ✓ | <p>Data Ownership: The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware’s written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.</p> |
| 2 | ✓ | ✓ | <p>Data Usage: The PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State’s Terms and Conditions Governing Cloud Services and Data Usage Policy), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information. No party related to the PROVIDER or contracted by the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.</p> |
| 3 | ✓ | ✓ | <p>Termination and Suspension of Service: In the event of termination of the contract, PROVIDER shall implement an orderly return of State of Delaware data in CSV, XML, or another mutually agreeable format. The PROVIDER shall guarantee the subsequent secure disposal of State of Delaware data.</p> <ul style="list-style-type: none"> a) Suspension of services: During any period of suspension, contract negotiation, or disputes, the PROVIDER shall not take any action to intentionally erase any State of Delaware data. b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally erase any State of Delaware data for a period of ninety (90) days after the effective date of the termination. All obligations for protection of State data remain in place and enforceable during this 90-day period. After such 90- day period has expired, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally or contractually prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession. Within this 90-day timeframe, the PROVIDER will continue to secure and back up State of Delaware data covered under the contract. c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement. <p>Secure Data Disposal: When non-public data is provided by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods after ninety (90) days of the contract termination. The PROVIDER shall provide written certificates of destruction to the State of Delaware.</p> |

STATE OF DELAWARE
Department of Human Resources

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # _____, Appendix ____ between State
of Delaware and _____ dated _____

| | Public Data | Non Public Data | |
|---|-------------|-----------------|--|
| 4 | | ✓ | <p>Data Location: The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER will permit its personnel and subcontractors to access State of Delaware data remotely only as required to provide technical or call center support.</p> |
| 5 | | ✓ | <p>Encryption: The PROVIDER shall encrypt all non-public data in transit regardless of the transit mechanism. For engagements where the PROVIDER stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. The PROVIDER's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the PROVIDER cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the Terms and Conditions Governing Cloud Services and Data Usage Policy.</p> |
| 6 | | ✓ | <p>Breach Notification and Recovery: The PROVIDER must notify the State of Delaware at eSecurity@delaware.gov immediately or within 24 hours of any determination of the breach of security as defined in 6 Del. C. §12B-101(2) resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. The PROVIDER shall send a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach. The PROVIDER will continue to send any and all reports subsequent to the preliminary written report. The PROVIDER shall meet and confer with representatives of DTI regarding required remedial action in relation to any such data breach without unreasonable delay. If data is not encrypted (<i>see CS3, below</i>), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's Terms and Conditions Governing Cloud Services and Data Usage Policy) by PROVIDER or its subcontractors. The PROVIDER will assist and be responsible for all costs to provide notification to persons whose information was breached without unreasonable delay but not later than sixty (60) days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; or 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State will retain all determining authority for breach accountability and responsibility. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless. The PROVIDER shall not issue a media notice without the approval of the State.</p> |
| 7 | | ✓ | <p>Background Checks: The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a federally compliant (IRS Pub 1075 2.C.3) criminal background check. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract,</p> |

This document shall become part of the final contract.

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Department of Human Resources

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # _____, Appendix ____ between State
of Delaware and _____ dated _____

This document shall become part of the final contract.

| | Public Data | Non Public Data | | | | | | | | | | | | | | | | | | | | | | |
|-------|------------------------|---|--|-------|-----------------------|---|---|----------|----------------------------|---|-----------------|----------------------------|---|------------------|----------------------------|---|-------------------|-----------------------------|---|---------------------|-----------------------------|---|------------------------|------------------------------|
| | | | have no convictions, pending criminal charges, or civil suits related to any crimes of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of one (1) year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the PROVIDER's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware. | | | | | | | | | | | | | | | | | | | | | |
| 8 | | ✓ | Security Logs and Reports: The PROVIDER shall allow the State of Delaware access to system security logs that affect this engagement, its data, and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time. | | | | | | | | | | | | | | | | | | | | | |
| 9 | | ✓ | Sub-contractor Flowdown: The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein. | | | | | | | | | | | | | | | | | | | | | |
| 10 | | ✓ | Contract Audit: The PROVIDER shall allow the State of Delaware to audit conformance including contract terms, system security, and data centers, as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least thirty (30) days advance written notice and shall not unreasonably interfere with the PROVIDER's business. In lieu of performing its own audit, the State may request the results of a third party audit from the PROVIDER or an attestation of compliance. | | | | | | | | | | | | | | | | | | | | | |
| 11 | | ✓ | <p>Cyber Liability Insurance: An awarded vendor unable to meet the Terms and Conditions Governing Cloud Services and Data Usage Policy requirement of encrypting PII at rest shall, prior to execution of a contract, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s). Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount.</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Level</th> <th style="text-align: center;">Number of PII records</th> <th style="text-align: center;">Level of cyber liability insurance required (occurrence = data breach)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1-10,000</td> <td style="text-align: center;">\$2,000,000 per occurrence</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">10,001 – 50,000</td> <td style="text-align: center;">\$3,000,000 per occurrence</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">50,001 – 100,000</td> <td style="text-align: center;">\$4,000,000 per occurrence</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">100,001 – 500,000</td> <td style="text-align: center;">\$15,000,000 per occurrence</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">500,001 – 1,000,000</td> <td style="text-align: center;">\$30,000,000 per occurrence</td> </tr> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">1,000,001 – 10,000,000</td> <td style="text-align: center;">\$100,000,000 per occurrence</td> </tr> </tbody> </table> | Level | Number of PII records | Level of cyber liability insurance required (occurrence = data breach) | 1 | 1-10,000 | \$2,000,000 per occurrence | 2 | 10,001 – 50,000 | \$3,000,000 per occurrence | 3 | 50,001 – 100,000 | \$4,000,000 per occurrence | 4 | 100,001 – 500,000 | \$15,000,000 per occurrence | 5 | 500,001 – 1,000,000 | \$30,000,000 per occurrence | 6 | 1,000,001 – 10,000,000 | \$100,000,000 per occurrence |
| Level | Number of PII records | Level of cyber liability insurance required (occurrence = data breach) | | | | | | | | | | | | | | | | | | | | | | |
| 1 | 1-10,000 | \$2,000,000 per occurrence | | | | | | | | | | | | | | | | | | | | | | |
| 2 | 10,001 – 50,000 | \$3,000,000 per occurrence | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 50,001 – 100,000 | \$4,000,000 per occurrence | | | | | | | | | | | | | | | | | | | | | | |
| 4 | 100,001 – 500,000 | \$15,000,000 per occurrence | | | | | | | | | | | | | | | | | | | | | | |
| 5 | 500,001 – 1,000,000 | \$30,000,000 per occurrence | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 1,000,001 – 10,000,000 | \$100,000,000 per occurrence | | | | | | | | | | | | | | | | | | | | | | |

STATE OF DELAWARE
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PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE
State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # _____, Appendix _____ between State of Delaware and _____ dated _____. This document shall become part of the final contract.

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions [check one]:

FOR OFFICIAL USE ONLY

_____ 1-3 (Public Data)
_____ 1-11 (Non-Public Data)

Provider Name/Address (print):

Provider Authorizing Official Name (print):

Provider Authorizing Official Signature:

Date: _____

CYBER RESPONSIBILITIES, LIABILITY AND INSURANCE

A. Vendor Protection of Customer Data

1. The awarded vendor shall, at a minimum, comply with all Delaware Department of Technology and Information (DTI) security standards identified in this Request for Proposals and any resultant contract(s).

B. Definitions

Data Breach

1. In general the term “data breach” means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the State of Delaware that results in, or there is a reasonable basis to conclude has resulted in:
 - 1.1 The unauthorized acquisition of personally identifiable information (PII); or
 - 1.2 Access to PII that is for an unauthorized purpose, or in excess of authorization,
2. Exclusion
 - 2.1 The term “data breach” does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

Personally Identifiable Information (PII)

1. Information or data, alone or in combination that identifies or authenticates a particular individual.
 - 1.1 Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, state, and/or zip code), Phone Number, Passwords, PINs, Federal or state tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number, credit or debit account numbers, medical records numbers), Criminal history, Citizenship status, Medical information, Financial Information, Usernames, Answers to security questions or other personal identifiers.

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2. Information or data that meets the definition ascribed to the term “Personal Information” under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.

Customer Data

1. All data including all text, sound, software, or image files provided to Vendor by, or on behalf of, Delaware which is occasioned by or arises out of the operations, obligations, and responsibilities set forth in this contract.

Security Incident

1. Any unauthorized access to any Customer Data maintained, stored, or transmitted by Delaware or a third party on behalf of Delaware.

C. Responsibilities of Vendor in the Event of a Data Breach

1. Vendor shall notify State of Delaware, Department of Technology and Information (DTI) and State Benefits Office (SBO) without unreasonable delay when the vendor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
 - 1.1 Should the State of Delaware or the awarded vendor determine that a data breach has actually occurred; the awarded vendor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by VENDOR, DTI, and SBO.
 - 1.2 Should any corrective action resultant from Section B.1.1. above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with DTI.
 - 1.3 In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by DTI.
 - 1.4 For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 *Del. C.* § 12B-101 the awarded vendor shall:
 - 1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 *Del. C.* § 12B-101 of the Delaware Code.

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- 1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.
- 1.4.3. Meet and confer with representatives of DTI and SBO regarding required remedial action in relation to any such data breach without unreasonable delay.
- 1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll-free telephone call center services.

D. No Limitation of Liability for Certain Data Breaches

1. Covered Data Loss

- 1.1 The loss of Customer Data that is not (1) Attributable to the instructions, acts or omissions of Delaware or its users or (2) Within the published recovery point objective for the Services

2. Covered Disclosure

- 2.1 The disclosure of Customer Data as a result of a successful Security Incident.

3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of vendor's liability for the vendor's breach of its obligations under this contract which proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

E. Cyber Liability Insurance

1. An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, *prior to execution of a contract*, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s).
2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount.

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| Level | Number of PII records | Level of cyber liability insurance required (occurrence = data breach) |
|-------|------------------------|---|
| 1 | 1-10,000 | \$2,000,000 per occurrence |
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| 3 | 50,001 – 100,000 | \$4,000,000 per occurrence |
| 4 | 100,001 – 500,000 | \$15,000,000 per occurrence |
| 5 | 500,001 – 1,000,000 | \$30,000,000 per occurrence |
| 6 | 1,000,001 – 10,000,000 | \$100,000,000 per occurrence |

F. Compliance

1. The awarded vendor(s) is required to comply with applicable security-related Federal, State, and Local laws.

G. Media Notice

1. No media notice may be issued without the approval of the State.

H. Points of Contact – Data Breach

1. State of Delaware

Department of Technology and Information
Aashish Patel, Chief Security Officer
aashish.patel@delaware.gov

Statewide Benefits Office
Pamela Barr, RFP and Contract Manager
Pamela.barr@delaware.gov

RESPONSE TO SCOPE OF SERVICES QUESTIONNAIRE

Instructions: **!!! IMPORTANT !!!**

A. **Responsiveness** –

- Generic responses or stock answers that do not address State-specific requirements will be deemed unresponsive.
- “Will discuss” and “will consider” are not appropriate answers.
- All questions are important to the State and therefore you may not answer that a topic is not applicable unless you specifically state why it is a service that does not apply for the plans or programs you are proposing.

B. **Respond to Each Question** –

- If a question is repeated in multiple sections and your answer is the same, do not refer to your answer in another section but copy it under each question.
- DO NOT LEAVE A RESPONSE BLANK! You must acknowledge that you feel the item does not apply and provide a reason why! Otherwise, we will need to ask you to reply in a follow-up question.

C. **Fees or Costs** – Fees or costs that are not included in your proposal and stated on the appropriate Attachments (forms) will not be considered by the State. A fee only stated in a response to a question, whether or not we remind you to include a fee on the appropriate Attachment or form, will not be considered! You must document ALL fees and costs in Attachment 15, Rate/Fee Quote.

D. **Numbering** – Please do not change the numbering of a question, even if there is an error in the sequence or a duplication.

.....
1. Core Capabilities and Experience

1. As an introduction, please provide your company’s full name (i.e., used for financial filing), home office address and telephone number, and the address and telephone number of additional offices, if any, that would provide the services requested under this RFP; please indicate which services would be provided by the additional, non-home office. Include the name and information for the primary contact, including phone number and email address, for responding to this RFP. Include your company’s website URL.

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2. For the plan(s) that the selected vendor bids on, confirm that you are able to duplicate the current plan designs and proposed alternative HSA plan design without deviation – for further details on the current plan designs, see <https://dhr.delaware.gov/benefits/> and Attachment 25, Medical Plan Design – Current and Proposed Plans. If you cannot duplicate the current plan designs and proposed alternative HSA plan design without deviation, please explain in detail where the plan design is not met. The following materials should be included as part of your response.
 - a. Attachment 25, Medical Plan Design – Current and Proposed Plans
 - b. Attachment 15, Rate/Fee Quote
 - c. Attachments 31 and 32, GeoAccess Separate GeoAccess file should the proposed network for the HSA Plan differ from the network(s) being proposed for the State’s current plans.
 - d. Attachment 23, Provider Disruption Separate Provider Disruption file should the proposed network for the HSA plan differ from the network(s) being proposed for the State’s current plans.
 - e. Attachment 30, OON Cost Containment and PIP Shared Savings Fees

2. Account Support

1. The proposed Account Executive and Account Manager must each have a minimum of five (5) years of experience in the healthcare industry providing medical TPA account management for clients of comparable size and complexity. Additionally, both individuals must have served in their current roles with your organization for at least five (5) years. Confirm that your proposed Account Executive and Account Manager meet these requirements and provide a statement detailing such experience, along with a current resume for each proposed individual.
2. Confirm that the primary contact will respond promptly (within the same business day) to all State administrative staff requests and questions within normal business hours and will have broad and extensive expertise in at least the following areas: plan design set-up/management, claims processing, enrollment, billing, and member service. Indicate the percent of their time that will be spent on the State’s account. Also, indicate whether the primary contact can be dedicated 100% to the State’s account and, if so, whether this would entail additional cost/fees. Additional costs/fees must be stated on Attachment 15, Rate/Fee Quote.
3. The State acknowledges that a contractor has the right to exercise full control over the employment direction, compensation and discharge of all persons employed by the contractor in the performance of services for their clients. However, confirm that, if awarded the contract, your organization will attempt to honor the State's request for specific individuals to be assigned to managerial roles in all areas of account management.

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4. The State of Delaware has the right to review, meet with and approve changes to the account team assigned by TPA to service the State of Delaware. Confirm that you agree not to change the assigned account team without prior consent from the State of Delaware. Also confirm that you will provide a transition plan for any changes to the account team and will provide at least 30 days' notice to the State of Delaware of the proposed change.
5. Confirm that you will provide designated clinical manager to the State, who will have full knowledge of all clinical programs in effect under the Plan as well as all clinical programs offered by your organization. Also indicate what percentage of their time would be spent on the State's account. As an exhibit, please provide a statement detailing such experience and a resume.
6. Confirm that a designated member service manager will be assigned to this account. Also indicate what percentage of their time would be spent on the State's account. As an exhibit, please provide a statement detailing such experience and a resume.
7. Confirm that your company will provide regular information concerning industry developments or new services and will provide articles and other communications at a frequency determined by the State for inclusion in newsletters and websites.
8. Confirm that you will meet with the State on-site on a quarterly basis at no cost to the State if requested by the State to review your company's performance according to the performance guarantees in place and to review plan participation.
9. Confirm that you will make commercially reasonable efforts to participate in open enrollment events, benefit fairs, health fairs, and other employee or retiree benefit engagement events sponsored or approved by the State during the term of the Contract. Such events may occur periodically and at varying frequencies. Participation may include on-site attendance, virtual attendance, or provision of educational materials, as requested by the State. "Commercially reasonable efforts" means efforts consistent with the vendor's normal business practices, industry standards, and available resources.
10. Confirm that you will provide a toll-free telephone number for Statewide Benefit Office account management personnel and HR benefit representatives who require assistance with operational or administrative functions of the Plan.
11. Reporting – Confirm that at no cost to the State:
 - a. Your organization can provide the reports listed in Attachment 17a, Aetna Master Report List and Attachment 17b Highmark Master Report List, at no cost to the State. Also indicate which reports are available on-line? As an exhibit, please provide a sample of these types of reports and include samples of any reports that are available but not listed.
 - b. That your organization can accept electronic files from the State containing the data elements of completed Spousal Coordination of Benefits (SCOB) forms required by employees and pensioners who cover a spouse on their health plan

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and read those files to interpret (preferably through an automated process) compliance with the SCOB policy. See Attachment 34, Data File Descriptions and Layouts. Production of an initial annual report is required no later than two weeks prior to the beginning of the new plan year and which provides the status of SCOB compliance based on forms completed during annual Open Enrollment. Thereafter, weekly reporting will be required by the State which will list all employees who are not compliant with the SCOB policy.

That your organization can set up the administration of the State's program into an organization of the data as three (3) separate groups – department or agencies, retirees/pensioners, and non-payroll – and include the corresponding State's accounting code and a designation of OPEB or non-OPEB status. (See Attachment 27, GHIP Groups) for a detailed breakdown of reporting expectations based on employer groups.)

12. Confirm that your organization can provide *ad hoc* reports as requested. Indicate whether there is a fee for such reports and if so, please indicate in Attachment 15, Rate/Fee Quote. As an exhibit, please provide a sample of a type of *ad hoc* report that was produced for a client.
13. Confirm that you agree to provide the State's data mining vendor, currently Merative, and the all payor claims database vendor (Delaware Health Information Network) with enrollment and claims data on a monthly basis and at no cost to the State. You may, at the direction of the State, be required to provide enrollment and claims data to other parties and/or business partners of the State, including, but not limited to, the State's healthcare consultant as determined necessary for the administration of the State's Group Health Insurance Program. Such requests shall be fulfilled at no cost to the State. Please refer to the file layouts referred to as Data File Descriptions and Layouts (Attachment 34). Additionally, the State requires that disease management data be sent to the data mining vendor. The State acknowledges that the release of claims data must be done in compliance with HIPAA Privacy rules and regulations.
14. Confirm your commitment to supporting the State of Delaware in the implementation of the [Achieving Healthcare Efficiency through Accountable Design \(AHEAD\) Model](#) for the Group Health Insurance Plan (GHIP), contingent upon the State's application and selection for a future cohort. Your response should describe your organization's capabilities, experience, and approach to operationalizing AHEAD model requirements, including care delivery transformation, cost containment strategies, data reporting, and stakeholder collaboration.

3. Benefit Administration

1. Confirm that services will extend nationwide to all eligible employees, dependents and retirees.

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2. Confirm that you can provide member support services for selecting and/or locating network providers through customer service telephonic and web-based applications.
3. Confirm your ability to accept Plan Eligibility File effective dates that may be up to 120 days in the future.
4. Confirm your ability to receive the entire Plan Eligibility Files and only process those fields in which the resident information has been added, deleted, or changed.
5. Confirm your ability to store historical information by member with the Social Security Number and employee/retiree identification number as an access key.
6. Confirm your ability to support retroactive enrollments and terminations of up to one year for members in situations allowable under the Patient Protection and Affordable Care Act.
7. Confirm your ability to accept alternative sequence numbers in lieu of actual Social Security Numbers for newborns and foreign nationals.
8. Confirm that your system is able to handle multiple coverage termination rules depending on the type of Qualifying Event (QE). The State requires that coverage terminates at the end of the month for all QEs except:
 - Coverage terminates the day after the effective date of a divorce; and
 - Coverage for the ex-spouse of a retiree covered by a Medicare Supplement plan will terminate on the last day of the month in which the divorce is final.
9. Confirm your ability to maintain member records so that you can categorize members in the following employer types: Merit Agency, Public Education, Higher Education, State of Delaware Retirees, Non State Participating Groups as well as by Plan type and actives, non-Medicare retirees and Medicare retirees.
10. Confirm your ability to participate in Voluntary Data Sharing Agreement (VDSA) with the Center for Medicare and Medicaid and accept electronically-transmitted Medicare claims and coordinate those claims with the Plan.
11. Confirm that the existence of concurrent review and discharge services will be transparent to the member.
12. Confirm your ability to inquire of the member whether a third party may be liable for the cost of the care received, and, if so, request that the identity of the third party be provided for the purposes of instituting subrogation.
13. Confirm your ability to actively pursue the State's right of subrogation to recover claim payments from third parties, including pursuing payments made when there is a work related accident or illness.

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14. Confirm your acceptance of the State's Dependent Coordination of Benefits Policy (<https://dhr.delaware.gov/benefits/cob/documents/dependent-coordination-benefits-policy.pdf>).
15. Please refer to the State's appeal process for members when coverage for a specific service is denied; this process is the same for both incumbent TPAs and can be found online at: <https://dhr.delaware.gov/benefits/medical/documents/highmark/appeal-process.pdf?ver=1009>. Confirm your ability to customize appeal responses to reflect the State's processes, as necessary.
16. Confirm your ability to monitor eligibility for Medicare coverage and notify the State and members when a member is first eligible and of any changes in eligibility.
17. Confirm your ability to inquire as to the existence of other group medical or Medicare coverage and coordinate payment of claims with other payers.
18. Confirm your ability to provide designated staff to proactively monitor claims that qualify for other medical coverage due to any reason, including End-Stage Renal Disease (ESRD).
19. Confirm your ability to provide, at no cost to the State, written notice via U.S. mail to eligible members that enrollment in Medicare Parts A and B is mandatory (for any reason that they qualify for Medicare, e.g., attained age, disability, ESRD), within a specific timeframe that is mutually agreeable to you and to the State that also complies with regulatory requirements related to the timeframe for this notification. Confirm that you will also provide this notification to the Statewide Benefits Office. Confirm that you understand and acknowledge that vendors that do not have procedures in place to accurately enforce this requirement shall accept liability for any overpayments that cannot be recovered in a timely manner.
20. Under the Employee Assistance Program (EAP), currently administered by Health Advocate, eligible participants may receive up to five (5) counseling sessions before being transferred to their medical plan. Confirm your ability to fully cooperate with the EAP in their assistance to all eligible enrollees. This includes, but is not limited to, assisting the participant in finding an in-network behavioral health counselor or psychiatrist.
21. Confirm your ability to support the State in compliance with all requirements of the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act (MHPAEA) of 2008. This includes support of both Non-Quantitative Treatment Limitations (NQTL) and Quantitative Treatment Limitations (QTL) testing requirements for internal audits (not DOL audits).
22. Confirm that the State of Delaware has the ability to change their elected programs in light of future national and/or state mandates.

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23. Confirm that your organization has the ability to carve out the GHIP from your book of business when implementing federal, state or organization-mandated changes that provides the GHIP with flexibility to align effective date with their July 1 plan year effective date.
24. Confirm your organization will not charge the State of Delaware for any program related to compliance with Health Care Reform, including but not limited to, preventive care services or shared accumulators (deductibles and/or out of pocket maximums).
25. Confirm that your member services representatives will be trained on the State's plan(s) and the toll-free line will be operational by May 1, 2027 for annual enrollment calls and at no additional cost to the State of Delaware. This requirement also applies to the Open Enrollment period each year.
26. Confirm that you will provide a toll-free telephone nurse line 24 hours a day, 7 days a week (which does include major holidays).
27. Confirm that member Welcome Kits and ID cards will be mailed to the homes of newly enrolled employees within fourteen (14) calendar days upon receipt of the enrollment files from the State.
28. Confirm that no communications will be delivered to the State of Delaware employees without prior notification to and approval by the State of Delaware.
29. Confirm that you are willing to customize communication materials and that the State of Delaware will have final sign-off on the documents and messaging on any member-facing microsite or portal within a mutually agreed upon timeframe.
30. Confirm that the proposed administrative fee includes all member communications for the State of Delaware, including communications for programs not yet adopted or developed and may be elected during the life of the contract.
31. Confirm that customized communications will be provided to the State of Delaware at no additional cost, including postage.
32. Confirm that all Centers for Medicare & Medicaid Services (CMS) required communications are included in the proposed base administrative fees.
33. Confirm that retiree member communications can be customized based upon the State of Delaware's requirements, to the extent permissible under CMS guidelines.

4. Implementation

1. Confirm that you would be able to successfully implement medical TPA services for a July 1, 2027 effective date for the medical plan options offered to active employees and non-Medicare pensioners, and a January 1, 2028, effective date for the medical plan offered to Medicare pensioners.

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2. Provide, as an exhibit, a detailed implementation schedule and include steps required to implement the program, role played by the plan sponsor/vendor, testing of enrollment file feed(s), production and distribution of enrollment materials, contacts and personnel assigned to each step of the implementation process, establishment of online plan information, and online Open Enrollment by May 1, 2027 for the medical plan options offered to active employees and non-Medicare pensioners. This does apply to incumbents for possible changes in the current plan design(s), programs or services.
3. If you are submitting a proposal on the Medicare Supplement, as an exhibit, provide a detailed implementation schedule including dates/tasks/roles (for both State and vendor resources) assuming an Open Enrollment of October, 2027 for a Medicare Supplement plan option. The Open Enrollment period would require telephone customer service support and therefore training by October 1, 2027 for the customer service representatives of the State's plan design for the Medicare Supplement plan.
4. Confirm that your organization will lead the implementation process taking direction from the State of Delaware. Describe what involvement would typically be expected from the SBO to support the implementation process.
5. Please provide the proposed implementation manager's experience, including details on their responsibilities, scope of work, and prior implementation projects. The State of Delaware requires that a designated implementation manager and support team (not part of the regular account management team) be assigned to lead and coordinate the implementation activities with the State of Delaware. The proposed Implementation Manager must have relevant experience in the healthcare industry supporting medical TPA implementations for clients of comparable size and complexity. The implementation manager shall not be managing more than three implementations at the same time. Additionally, please include a current résumé for the proposed individual.
6. Confirm that you conduct a pre-implementation testing process to ensure accuracy of plan administration prior to the anticipated effective date and that you will share the results of the testing process with the plan sponsor. This does apply to incumbents for possible changes in the current plan design(s), programs or services.
7. Confirm that your organization agrees, upon termination of the relationship (regardless of which party terminates), to provide transition files (prior authorization, claims history) at no additional cost and in a timely manner.
8. Confirm that your organization agrees, upon implementation of the relationship, to accept transition files (prior authorization, claims history) at no additional cost.
9. Confirm that you will conduct a pre-implementation testing process to ensure accuracy of plan administration prior to the anticipated effective date and that you will share the results of the testing process with the State no later than 15 calendar days prior to the start of Open

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Enrollment, contingent on plan benefit intent documents being completed and signed in a timely manner.

10. Confirm that, if you are invited to participate, the primary contact and/or lead personnel assigned to the implementation and/or account management teams will attend the vendor interviews and provide the requested information (see Section I Overview for Event calendar for additional details). If selected as a finalist, during the finalists' presentation you will be required to provide a demonstration of the on-line tools, portal and resources, as well as any "super user" online self-service tools available to the SBO for account management.
11. Implementation Credits: Provide the State of Delaware with a competitive implementation credit or allowance and confirm that the State of Delaware can utilize the credit to offset any expenses related to the implementation – such as file feeds, custom files, and including consulting fees - as deemed appropriate by the State of Delaware and that these credits do not expire during the contract term. Please include in your response to Attachment 15, Rate/Fee Quote the amount of the credit, the process for requesting payment, and any conditions.
12. If requested by the State, confirm that you will accommodate a pre- or post- implementation audit at your organization's expense, providing a fund of no less than \$115,000 in order to verify your readiness to administer the State of Delaware program. The pre-implementation audit must be completed before the program effective date and the post-implementation audit will be conducted at a mutually agreed upon timeframe post effective date. These audits may include, but not be limited to; ID card production and turnaround time, eligibility, claims processing, customer service, plan design, medical coverage and clinical care management readiness and utilization management program set-up, and overall pricing. The review will be conducted by an audit firm selected by the State of Delaware and would include test claims developed independently by the audit firm to represent the State of Delaware's unique requirements.
13. If you are an incumbent vendor and if applicable based on current contract, confirm that all currently unused or remaining communication fund credits will rollover to the new contract term if the State of Delaware renews the contract as a result of this RFP.
14. Confirm that you will make commercially reasonable efforts to participate in open enrollment events, benefit fairs, health fairs, and other employee or retiree benefit engagement events sponsored or approved by the State during the term of the Contract. Such events may occur periodically and at varying frequencies. Participation may include on-site attendance, virtual attendance, or provision of educational materials, as requested by the State.
15. Describe the challenges, roadblocks, and lessons learned from similar implementations over the past two (2) years, and the challenges that remain going forward. Additionally, please provide metrics and benchmarks that your organization uses to track and measure implementation success.

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16. Please describe how your organization plans to ensure success during go-live and what specific actions will be taken post implementation. In order to ensure success, please also identify any additional requests that your organization would like to make to support implementation (e.g., 24 months of historical claims data).
17. Describe the State resources needed to support implementation and ongoing management of any of the subcontracted programs included in your proposal, including any expectations for support with communicating the program(s) to GHIP participants.

5. Financial

1. Confirm that on Attachment 15, Rate/Fee Quote, you provided rates and fees for a three (3) year contract period beginning effective July 1, 2027 for non-Medicare medical plans and January 1, 2028 for Medicare Supplement plan. The vendor must guarantee the contract period rates and fees for a period of three (3) years, with a rate cap for two (2) additional optional one-year periods that may be exercised at the discretion of the State. The rate caps must be expressed as a percentage increase from the prior year's rates.
2. Confirm that in your response to Attachment 15, Rate/Fee Quote includes minimum network discount guarantees for three (3)-year contract period and each of the two (2) one-year extensions.
3. Confirm the amount of any allowance/credit for implementation-related activities, such as communications, audits and offset any third-party vendor fees associated with implementing single sign-on and enrollment automation is included in your response to Attachment 15, Rate/Fee Quote.
4. Confirm that all charges are stated on Attachment 15, Rate/Fee Quote, including any optional services you provide that were not requested by the State of Delaware. If you include a fee in your response to any question, or state there is no fee, that information must be noted on the Rate/Fee Quote form. If a fee is not included on the form, it will be assumed there is no fee for that service, whether or not a question reminds you to include a fee on the Rate/Fee Quote form
5. Confirm that the rates or fees quoted in your organization's proposal are firm and will not be recalculated based on actual enrollment as of the effective date of the contract.
6. Confirm that, if you are selected as the winning vendor, you would not require payment of any start-up costs from the State prior to the effective date of the program. Also confirm your acknowledgement that payment of costs or services prior to the effective date of the contract is prohibited by State statute.
7. Confirm that your organization agrees that if in the normal course of business, it, or any other organization with which your organization has a working arrangement, chooses to advance any funds that are due to any provider, subsidiary or subcontractor, the cost of

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such advance must not be charged back to the State except the State must reimburse your organization within the confines of the provisions of a contract.

8. Confirm that you agree not to appoint any agent, general agent, or broker, nor authorize payment of any kind to a party not approved in writing by the State of Delaware. In addition, confirm that commission percentages, brokerage or contingent fees are not payable to any agent or broker by the State of Delaware.
9. Confirm any overpayments to the participants as a result of processing errors will be your responsibility and any resulting charges will be at your expense.
10. Confirm your organization's willingness to negotiate financial and non-financial performance guarantees during the contract term.
11. Confirm that the State will receive 90-day notice, when possible, of any event or negotiation that may cause a disruption to the provider network access.
12. Confirm that your organization will not bill the State for any uncollected participant's copays.
13. Confirm that your organization will reimburse the State for any claim payments that were incurred as a result of incorrect benefit plan programming.
14. The successful vendor must agree to have full liability for claim processing accuracy upon written confirmation of the State of Delaware's intent for plan design and other program set up.
15. Confirm your acceptance that your organization must agree to pass through to the State of Delaware 100% of all error recoveries and overpayments, both plan and member, (even if recovery is not made), regardless if the error or overpayment was discovered through an internal audit, a the State of Delaware audit, or through other means, and regardless of the point in time the error(s) is/are found.
16. Confirm your acceptance that your organization must make a reasonable effort to recover claim amounts overpaid or paid in error and refund the recoveries to the State or credit these recoveries against any amounts payable by the State. The Vendor may pursue the overpayment with the provider and/or member.
17. Confirm your acceptance that your organization must make all reasonable efforts to recover claims paid in error when the member has been involved in a workplace accident. Reasonable efforts include: asserting liens, appearing in workers' compensation court to recover liens and all correspondence with member's attorney.
18. With regard to recovery of overpayment to members, confirm your acceptance that your organization must never pursue legal remedies such as placing liens for overpayment without first advising the State. After reasonable attempts are made to recover the overpayment, the Vendor may deduct the overpayment from future payments to the member. Also

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confirm your acceptance that if the overpayment was the result of an error of the Vendor, the overpayment will be immediately absorbed by Vendor and will not be charged to the State or to the member.

19. Confirm your acceptance that your organization must assign a dedicated account manager for the State to call concerning claims paid.
20. Confirm that payment by your organization of any amount payable under the Plan must be made by checks drawn by Vendor payable through a bank (referred to in this Contract(s) as “the Bank selected by Bidder”) or via electronic fund transfers to providers.
21. Confirm your acceptance that your organization must request reimbursement for claim checks that have cleared your bank account and for electronic fund transfers Vendor has paid to providers. The Vendor will be reimbursed for claim checks and electronic fund transfers to providers that have cleared the Vendor’s bank account by the Vendor transmitting the total amount cleared via electronic mail or facsimile machine to the State by 11:00 a.m., EST each Friday. To determine the total amount that will be funded by Automated Clearing House (ACH) transfers to the Vendor’s designated bank by noon Wednesday of the following week or by noon of the third business day due to a State closing. The transmission must include a breakdown by health plan.
22. Confirm that your organization agrees that if in the normal course of business, it, or any other organization with which the Vendor has a working arrangement, chooses to advance any funds that are due, to any provider, subsidiary or subcontractor, the cost of such advance must not be charged back to the State except the State must reimburse Vendor within the confines of the provisions of a contract.
23. Confirm your acceptance that your organization must disclose, fully account for, and remit to the State any and all funds received by it as the result of a recovery of an overpayment or incorrect payment, rebates, or subrogation of a claim or line as per required in Attachment 17a – Aetna Master Report List and Attachment 17b – Highmark Master Report List. Please provide reports quarterly. Any discounted or negotiated rates or payment arrangements, any price adjustment, or refunds, and any retroactive or supplemental payments or credits negotiated with regard to covered services received by State members must be remitted to the State. ASO fees must take into consideration this provision.
24. Confirm that your organization will pass through all pharmacy rebates on drugs associated with the medical plan(s) to the State of Delaware. Additional costs/fees must be stated on Attachment 15, Rate/Fee Quote.
25. Confirm that your organization will never charge the State for a claim payment that is greater than the actual amount paid by vendor, unless an exception has been authorized by the State.
26. Confirm your acceptance that your organization must submit to the State on its invoice an itemization of the charges and fees (other than claim payments) and credit for services provided in the administration of the Plan.

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27. Confirm your acceptance that your organization must provide the State with an estimate of incurred unpaid claims, administrative fees and amounts of outstanding checks no later than 45 days following the close of each fiscal quarter.
28. Confirm the quoted premiums do not include broker fees. The State recognizes that the premiums quoted may have a “cost-of-doing-business fee” that is paid to a broker; however, the State will not pay broker fees directly.
29. Confirm your organization's acceptance that any payments made by the State of Delaware will be by Automated Clearing House (ACH) as per its ACH processing procedures.
30. Confirm your understanding that the State of Delaware will not be required to provide an advanced deposit.
31. Confirm that your organization agrees, upon termination of the relationship (regardless of which party terminates), to process run-out claims, at no cost, for up to 12 months.

6. Claim Audits

1. Confirm that all documentation needed to complete an audit will be provided by your organization, including documentation related to previously identified errors which occurred during the audit time frame.
2. Confirm your acceptance that any medical program related audits will be conducted by a firm selected by the State of Delaware.
3. Confirm that you will not charge the State of Delaware or audit firm for audit.
4. Confirm that your proposal assumes no additional charges for claims files or other necessary documents to the State of Delaware for audits of commercial populations, including, but not limited to, pre-implementation audit, annual claims audit and annual benefit audit, etc.
5. Confirm your acceptance that the audit sample claim size will be at least 300 claims per population per year.
6. Confirm that you will provide written confirmation acknowledging your approval of the audit timeline, within five days after the claims audit planning meeting.
7. Please provide a brief explanation of the process and requirements you complete to ensure the audit timeline agreed is successfully met throughout future audits.
8. Confirm that you will provide requested data elements required to complete the audit based on agreed upon timeline discussed and finalized during the claims-audit planning/kick off meeting

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9. Confirm that you will provide complete responses to all audited claims that require review within 15 calendar days of receipt of claim samples from the State of Delaware's auditor.
10. Confirm that you will provide complete responses to any follow-up questions (provided after your initial response to the audit samples) pertaining to TPA's responses to all audited claims that require review within 10 business days.
11. Confirm that any shortfalls will be reimbursed regardless of the timing in which they are found.
12. Confirm that audit rights will survive termination of the contract for a period of three years after termination.
13. Confirm that significant confirmed error recoveries will be paid prior to closure of all audit items, and will not be delayed to wait for all errors to be researched and resolved.
14. Confirm that all reimbursements will be made 30 calendar days after all parties have agreed to the final error and impact amounts.
15. Confirm that 100% of on-site audit recoveries are returned and reported on an annual basis to the State of Delaware.
16. Describe how your organization will support audits, including your processes and capabilities for secure, timely, and accurate data exchange with the auditor selected by the State of Delaware.
17. Confirm that your organization will conduct an internal audit (impact analysis) for all agreed upon audit findings to confirm if other claims were impacted.
18. Confirm that your organization agrees that audit rights shall extend to your subcontractors and vendors to the extent they perform Services or delegated functions. Your organization shall ensure its agreements with subcontractors include audit rights sufficient to satisfy this section

7. Miscellaneous

1. Confirm that your organization will not use the names, home addresses, or any other information obtained about participants of the program for offering for sale any property or services that are not directly related to services negotiated in the RFP without the express written consent of the State.
2. Confirm that your company will maintain the confidentiality of all shared employee data in accordance with applicable federal, state and local regulations.
3. Confirm that you will not use any State of Delaware data as part of larger data gathering or reporting without first obtaining written permission from the State of Delaware.

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4. Confirm your organization's acceptance that the payment of an invoice by the State shall not prejudice the State's right to object or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Vendor's invoice or payment shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, based on audits, to not constitute allowable costs. Any payment shall be reduced for overpayment or increased for underpayment on subsequent invoices.
5. Confirm that your organization will not use the State's name, logo or seal, either express or implied, in any of its advertising or sales materials without the State's express written consent.
6. Confirm your acceptance that, if awarded the contract, unless provided otherwise in the contract, all expenses incurred in the performance of the services, including communications and administration, are to be paid by the vendor.
7. Confirm your understanding and acceptance that the State is a sovereign entity and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of the contract.
8. Confirm your organization's acceptance that the SEBC reserves the right to deduct from administrative fees, not claims or premiums, that are or shall become due and payable to the vendor under this contract between the parties any amounts which are or shall become due and payable to the SEBC by the vendor.
9. Confirm your acceptance that your organization, if awarded a contract, shall furnish to the State's designated representative copies of all correspondence to regulatory agencies that apply to services or products of a contract.
10. Please indicate whether you have had any "security incidents" relating to PHI in the last 24 months? Security incidents refer to attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in information systems such as hardware, software, information, data, applications, communications, and people. If yes, how long did it take for you to notify impacted participants and their employer or health plan and was any credit monitoring offered to the impacted participants, their employer, or health plan after the incident?
11. Confirm that your organization will disclose any significant data/security breach involving other personally-identifiable information within the last five years. Briefly explain any breach.
12. Confirm your ability and inclusion of services required to assist the State in any and all reporting and compliance efforts related to local, state and federal legislation, such as New

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York Health Care Reform Act (HCRA), Massachusetts creditable coverage requirements, and so forth.

13. Confirm your commitment to execute a contract at least ninety (90) days prior to the date employee services will commence under the contract, as follows:
 - a. Begin the contract development and review process in December, 2026
 - b. Execute final contract by April 1, 2027 (non-Medicare plans only) and/or by October 1, 2027 (Medicare plan only)
 - c. With an effective date of April 1, 2027 (non-Medicare plans only) and/or October 1, 2028 (Medicare plan only), for all implementation services and technology and data security requirements
 - d. And a contract effective date of July 1, 2027 (non-Medicare plans only) and/or January 1, 2028 (Medicare plan only), for all Medical TPA services
 - e. All implementation services - including but not necessarily limited to, communications, test file exchanges, enrollment file processing, and on-site meetings - for Open Enrollment in May, 2027, through July 1, 2027 (non-Medicare plan only) and/or Open Enrollment in October, 2027, through January 1, 2028 (Medicare plan only), will be at no cost to the State; and
 - f. Payment for contract services rendered on or before July 1, 2027 (non-Medicare plan only) and/or January 1, 2028 (Medicare plan only), will not be remitted by the State until after July 1, 2027
 - g. The successful vendor will agree that the responses noted in the proposal are binding for twelve(12) months from the date of this proposal
14. Confirm your understanding that , if award the contract, pursuant to 29 *Del. C.* § 6909B and effective November 4, 2014, the State does not consider the criminal record, criminal history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check provisions. Vendors can refer to 19 *Del. C.* § 711(g) for applicable established provisions.
15. Confirm that, if awarded the contract, your organization will provide on an annual basis a Service Organization Control (“SOC”) Report that address the internal control over financial reporting of vendor's services (SOC1). A SOC1 report may include multiple reports to reflect all processes and locations utilized by vendor in performing the Services. SOC reports are prepared under the American Institute of Certified Public Accountants (AICPA) Statements on Standards for Attestation Engagements (SSAE) 16 and must be prepared by external auditors selected by the vendor with appropriate credentials. Upon the State's request in July each year, the vendor will promptly provide the report(s) and a Bridge Letter(s) to encompass the preceding fiscal year (July 1 to June 30) for the State's auditors. Additionally, the State may request a copy at any time of the SOC1 report that includes the time period covered in a previous Bridge Letter.
16. Confirm that, if awarded the contract, your organization will provide on an annual basis a Service Organization Control (“SOC”) Report that address the internal control over

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standard operating procedures for organizational oversight of vendor's services (SOC2). A SOC2 report may include multiple reports to reflect all processes and locations utilized by vendor in performing the Services. SOC reports are prepared under the American Institute of Certified Public Accountants (AICPA) Statements on Standards for Attestation Engagements (SSAE) 16 and must be prepared by external auditors selected by the vendor with appropriate credentials. Upon the State's request in July each year, the vendor will promptly provide the report(s) and a Bridge Letter(s) to encompass the preceding fiscal year (July 1 to June 30) for the State's auditors. Additionally, the State may request a copy at any time of the SOC2 report that includes the time period covered in a previous Bridge Letter.

8. Technical Standards and Security Requirements

1. Strong Password Requirement - A strong password requirement is applicable to your member facing secure website if members/participants can access any personally identifiable information. This would typically be for their personal account with claim or claim-type data. It also applies for “super-users”, Statewide Benefits Office personnel, for activities such as accessing reports with personally identifiable information. It is not a requirement for the vendor's internal data access system.
 - The requirement for a strong password is ten (10) characters. The policy document is located at: <https://webfiles.dti.delaware.gov/pdfs/pp/Identity%20and%20Access%20Management%20Guidelines.pdf>
 - The requirement for a strong password is ten (10) characters. The policy document is located at: <https://webfiles.dti.delaware.gov/pdfs/pp/Identity%20and%20Access%20Management%20Guidelines.pdf>. Confirm that and explain how you comply or would by the effective date of the contract if awarded.
2. Additional Data Requests – Confirm your agreement that if you are awarded the contract and then request additional data, whether or not on a file feed or in a report, the State shall determine the cost of supplying the data and may deny the request.
3. During the Open Enrollment period, employees have the ability to access their benefit choices through a single portal to enroll in some benefits and be linked to other benefit websites. Confirm that your organization has the capability to link your website from the State's single sign-on site, a PeopleSoft based program.

9. Medical Plan General Questions

1. Please provide a brief history (200 words or less) of your company. Additionally, please describe your strategy towards growth and any immediate plans for expansion both nationally and in the State of Delaware, if applicable.

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2. Have you or any of your subsidiary or affiliated corporations ever been indicted or otherwise accused of any criminal misconduct within the past 10 years? If so, please explain and indicate the outcome as well as any actions and preventive measures now in place to prevent any repetition in the future.
3. What is the current size of your book of business (by number of covered lives) for each of the medical plans your organization is bidding on? (e.g., PPO, HMO, Consumer-Driven Health Plan (CDHP), Medicare plan).
4. What percent of your book of business (by number of covered lives) would the State of Delaware represent among your organization's other customers with the same type(s) of medical plan(s)?
5. Please provide the contact name, title, phone number, email and brief biography for the following positions who will be assigned to the State of Delaware's account. If available, please provide a resume as an exhibit.

| Position | Contact name | Title | Phone | Email | 2025 Client Load | % of time dedicated to the State of Delaware |
|-----------------------------------|--------------|-------|-------|-------|------------------|--|
| Executive Sponsor | | | | | | |
| Account Executive | | | | | | |
| Account Manager | | | | | | |
| Clinical Resource | | | | | | |
| Behavioral Health Account Manager | | | | | | |
| Day-to-Day Contact | | | | | | |
| Claims Supervisor | | | | | | |
| Members Service Supervisor | | | | | | |
| Operations Manager | | | | | | |
| Medical Director | | | | | | |
| Other Important Roles | | | | | | |

6. For the account contacts below, if not already provided in the references section, please provide the following:

| Position | Number of years with organization | Number of years in current position | Total number of accounts | Name of two similar accounts for which this person served in a similar capacity (including company name, city and state, contact name and phone number and/or e-mail address) |
|----------|-----------------------------------|-------------------------------------|--------------------------|---|
| | | | | |

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| | | | | |
|------------------------|--|--|--|--|
| Account Executive | | | | |
| Account Manager | | | | |
| Clinical Resource | | | | |
| Implementation Manager | | | | |

7. Explain how you monitor legislative and regulatory changes and provide notification of changes to the State of Delaware when appropriate. How frequently are notifications sent in the event of legislative and regulatory changes?

10. Member Advocacy Services

1. Do you offer call monitoring?
2. Describe if your internal systems have automation to track Medical Director review of cases within your clinical programs. If yes, describe the reporting that is available for employers, including the ability to align the actual Medical Director review of cases to specific Performance Guarantees.
3. Describe your firm’s processes, tools and training to identify and address gaps of care. Is your firm willing to offer a PG that ties fees directly to gaps in care performance? Do you have the ability to provide automated reporting on this PG? Or, would it be manual reporting?

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11. Member Services Administration

1. For the most recent calendar year, please provide the requested information for your proposed member service center location. If your proposal includes administration of the State's Medicare Supplement plan and if that plan would be serviced out of a different member service center location than the one serving the active employee and non-Medicare pensioner plans, please provide the information on that member service center under "Location 2".

| Member Service Center Location Information | Location 1 | Location 2 |
|--|------------|------------|
| Office location (city, state) | | |
| Hours of Operation M-F (specify time zone) | | |
| Hours of Operation Sat/Sun (specify time zone) | | |
| Number of representatives | | |
| % of representatives working remotely (telecommuting) | | |
| Average years of experience | | |
| Ratio of representatives to members | | |
| Blockage rate | | |
| Abandonment rate | | |
| Average speed to answer (in seconds) by a live person | | |
| Member satisfaction level | | |
| Average Member Service Representative (MSR) turnover rate | | |
| Average duration time of MSR calls (plan's standard performance metric) | | |
| Average duration time of MSR calls (unit's actual performance) | | |
| First call resolution rate (calls not requiring call back by either party) | | |

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| | | |
|---|--|--|
| Average caseload (if unit is providing advocacy/navigation support for State plan participants) | | |
|---|--|--|

2. Please describe the member service unit that will be assigned to handle the State of Delaware's account as follows:
 - a. Dedicated unit, members from a single employer,
 - b. Designated unit, members from a specific a group of employers,
 - c. Not a dedicated or designated unit, all members

3. If the member service unit assigned to handle the State of Delaware's account will be providing member advocacy and navigation support to State plan participants, what is the actual brand name of the advocacy/enhanced member service product that those advocacy/navigation services fall under?

4. Will this member service unit provide information for all quoted products (e.g., Medical, Behavioral Health, HRA Administration)?

5. Is this unit co-located in the same service location as the care management operations included in your proposal to the State?

6. Is this unit co-located in the same service location with behavioral health operations included in your proposal to the State?

7. Is this unit co-located in the same service location with claims payment operations that will be supporting the State?

8. If the member service unit assigned to handle the State of Delaware's account will be providing member advocacy and navigation support to State plan participants, do the individual service representatives have confidential telephonic voice mail as an option available for members to leave messages?

9. Complete the table below in relation to your member service team's ability to perform the following. Also, please describe any services and/or business functions that are outsourced or subcontracted to a third party.

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| Ability to perform: | Response | Comments |
|---|----------|----------|
| Open enrollment support | | |
| Member education and questions regarding benefit plan coverages | | |
| Assistance with finding an in-network PCP | | |
| Assistance with finding an in-network specialist physician | | |
| Assistance with finding an in-network facility (hospital, urgent care, imaging, laboratory) | | |
| Assistance with scheduling provider appointments | | |
| Assistance with finding in-network specialty providers (home health care, Durable Medical Equipment (DME), physical therapy, etc.) | | |
| Assistance with provider access issues | | |
| Assistance with member complaints/concerns regarding provider services and quality of care | | |
| Assistance with transportation to provider appointments | | |
| Coordination of member medical record collection | | |
| Questions regarding HDHP/HSA process and balances | | |
| Cost of care/service estimates | | |
| Steerage/referral to internal and external partner programs, including internal client-specific resources | | |
| Benefit coverage information and questions for benefits administered by external vendors (examples- external dental, vision and pharmacy vendor programs) | | |
| Claim payment questions and resolutions related to your organization | | |
| Claim payment questions and resolutions related to services administered by external vendors (examples- external dental, vision and pharmacy vendor programs) | | |
| Bill and claims accuracy review | | |

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|--|--|--|
| Claim appeals | | |
| Gaps in care outreach | | |
| Outbound calls to members for client-specific initiatives | | |
| Assistance with prescription drug benefits | | |
| Cost transparency tools | | |
| Provider search tools | | |
| Mobile App | | |
| Video Chat | | |
| SMS Text | | |
| Behavioral Health Navigator (e.g., Licensed Social Worker (LSW)) | | |
| Onsite support | | |
| EAP | | |
| Support HMO plans | | |
| Support non-enrolled employees | | |

10. Describe how your member service unit and self-service tools integrate with existing member resources (including those on the Statewide Benefits Office website that would not be provided by your organization) to provide a seamless member experience that does not add complexity for the member. Does your program always use warm-transfers when referring members to complementary programs?
11. Provide a process flow that shows your standard process from the initial inbound call to final call resolution. Please include typical elapsed time between all member points of contact.
12. Do you have criteria in place to escalate time-sensitive cases? Describe how these cases are identified, the typical time to resolution and the percentage of overall cases they represent.
13. Describe concisely how member service staff will be trained and prepared, in advance, to support State plan participants.
14. Please describe the hiring criteria and length and type of mandatory training for newly hired member service representatives. Describe how hiring and initial and ongoing training are different for (a) higher levels of member service support and (b) for retired members
15. Describe how member service representatives are trained to identify and refer potential candidates for programs such as EAP, maternity programs, disease management, case management, etc.

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16. Regarding your process of measuring performance for member service representatives, how much of their performance is weighted to the following:

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| Performance Category | Performance Weighting |
|-------------------------------------|-----------------------|
| Average speed of answer | |
| Call duration | |
| First call resolution | |
| Member satisfaction | |
| Other, specify in details box below | |
| Other, specify in details box below | |

17. Which of the following methods are used by supervisors to assess member service representative performance and service?

- a. Access to listen during live call,
- b. Random calls are taped for training purposes,
- c. All calls are taped and reviewed as necessary

18. Is automated technology or Artificial Intelligence (AI) used to capture calls for quality monitoring? Are both voice and data captured? If yes, please provide the name of the technology you use.

19. Are 100% of member calls recorded? If not, indicate percentage of member calls that are recorded.

20. Do you currently offer a 24/7 interactive voice response (IVR) unit for members if live agents are not available?

21. Does your IVR script give callers the option of opting out in order to speak to a live person without going through the entire menu?

22. Please provide the Uniform Resource Locator (URL), User ID and password to your member portal and personal health record.

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23. Please provide the name and demo access information for any smart-phone/tablet apps that support member services functionality.
24. Are you willing to establish a link between your plan's website and the State of Delaware's internet site? Identify any applicable fees.
25. Do you provide language service to assist non-English speaking members? If so, what languages are supported?
26. Please describe your firms current and expected future use of emerging solutions and technologies within the healthcare industry (e.g., Artificial Intelligence, Machine Learning, Natural Language Processing, Social Determinants of Health).
27. Please describe how you will administer the embedded individual Out-of-Pocket Maximum (OOPM) for employees with individual and family coverage. Please discuss your administration for all plan design types, including qualified High Deductible Health Plans that include Health Savings Accounts. Comment on any financial impact the embedded individual OOPM will have on plan claim or administrative costs.

12. Claims Administration

1. What is the name of the medical claims processing system platform you have proposed for the State of Delaware?
2. Describe why you are proposing the above stated medical claims processing system platform for the State of Delaware.
3. Provide the following information (for the most recent calendar year) for your proposed medical claim office facility(ies) that will be supporting the State of Delaware:

| Office Information | Location 1 | Location 2 |
|---|------------|------------|
| Office location (city, state) | | |
| Hours of Operation M-F (specify time zone) | | |
| Hours of Operation Sat/Sun (specify time zone) | | |
| Number of representatives (“MSR”) (#.##) | | |
| % of representatives working remotely (telecommuting) | | |
| Average years of experience (#.##) | | |
| Ratio of representatives to members (1:xx) | | |
| Blockage rate | | |
| Abandonment rate | | |
| Average speed to answer (in seconds) by a live person | | |

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| | | |
|---|--|--|
| Member satisfaction level | | |
| Average MSR turnover rate | | |
| Average duration time of MSR calls (plan's standard performance metric) | | |
| Average duration time of MSR calls (unit's actual performance) | | |
| First call resolution rate (calls not requiring call back by either party) | | |
| Average caseload (if unit is providing advocacy/navigation support for State plan participants) | | |

4. Are you planning any major upgrades to your claim system that will be used to process the State of Delaware's claims within the next 36 months?

5. Based on the State of Delaware's provided plan design, in what manner does your claims system handle the following?

| Category | Response |
|--|----------|
| Eligibility of employee | |
| Eligibility of dependent | |
| Benefit plan exclusions | |
| Frequency limits | |
| Calculate payment amount | |
| Accumulation of deductible | |
| Coinsurance | |
| Copay | |
| Out-of-pocket maximum | |
| Lifetime maximum | |
| Coordination of benefits including Medicare | |
| Workers' compensation | |
| Subrogation | |
| Check issuance | |
| Explanation of Benefits (EOB) issuance | |
| Utilization Review (UR) coordination | |
| Duplicate claims | |
| In-network/out-of-network determination | |
| Automatic rollover to personal health care account (HRA) | |

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6. Does your organization have the ability to automatically reverse claims when there is a retroactive termination due to member ineligibility?
7. For the HMO plan, the State's preference is to have that plan require PCP referrals in order for the plan to cover specialty and ancillary care. However, does your HMO product allow for this requirement to be turned on and off, in general for all specialty care and for some specialty areas but not others? Do you see other self-funded HMO plan sponsors in your book-of-business requiring PCP referrals, or is there some level of flexibility in terms of this referral requirement?
8. Please describe your process for determining non-compliance with the State's Spousal Coordination of Benefits policy, i.e., do you have data processing capabilities currently or would need to develop the programming? If the latter, would the programming hours be at no-cost to the State or be applied to an implementation allowance?
9. What is the Health Reimbursement Account (HRA) and Health Savings Account (HSA) administration platform(s) you have proposed for the State of Delaware? Indicate the name, length of time the platform(s) have been in use, and the products each supports.
10. Do you plan to migrate the HRA and/or HSA administration platform proposed for the State of Delaware within the next 24 months? If yes, when?
11. How long have you offered HRA administration services and/or HSA administration services?
12. Does the member receive one or two EOBs for a transaction that is first adjudicated with the medical plan and then applied to the HRA or HSA account?
13. Describe how HRA and HSA balances will be adjusted for claim errors (especially for a member liability that is later determined to be less than what was withdrawn).
14. If a participant's distribution exceeds the account balance due to problems synchronizing accounts, how will your organization handle this situation, including participant communication?
15. What is the process for member appeals of HRA or HSA balance errors?
16. Once employer deposit or incentive participation data is received by your organization, how many days does it take for your organization to reflect the amounts in individual HRAs or HSAs?
17. Once deposits are credited to individual HRAs or HSAs, are the funds immediately available for use?

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18. If the HRA and/or HSA is administered on a separate platform from the medical claims, are you able to integrate the paid claim data into a single file before sending it to a data warehouse?
19. Please describe the process to rollover HRA/HSA balances when a member transfers agencies, schools, or comes from a Participating Group
20. The Medicare Supplement plan is currently administered with Medicare “crossover” (i.e., a voluntary data sharing agreement, or VDSA) under which claims are automatically sent from Medicare to the secondary carrier for processing. Describe your Medicare crossover program process and confirm that this is included in your fees.
21. It is the State's expectation that members who recently become eligible for Medicare remain enrolled in a non-Medicare Rx plan until those members are approved by CMS for the State's Employer Group Waiver Plan (EGWP). Since the State's medical vendor is responsible for sending eligibility data to the State's PBM, do you have the ability to continue transmitting eligibility for a non-Medicare Rx plan to the PBM that allows the newly Medicare-eligible member to maintain enrollment in a non-Medicare Rx plan until approved by CMS for the State's EGWP?
22. Please describe how your organization administers member deductibles when a participant changes groups mid-plan year, including how deductible accumulations are tracked, transferred, or reset, and any system or policy limitations that may apply.

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13. Member Self-Service: Technology and Tools

1. Indicate the web-based, mobile app, or telephonic member self-service functionality supported by your plan. Check all that apply.

| Self-service functionality | Telephonic self service | Website | Response |
|--|-------------------------|---------|----------|
| Member can access eligibility information | | | |
| Member can change contact information | | | |
| Member can access/change enrollment information | | | |
| Member can precertify services | | | |
| Member can access product-specific provider network information | | | |
| Member can access plan design and benefit information | | | |
| Member can access claim status and/or date of claim payment | | | |
| Member can contact member service to ask questions and receive answers | | | |
| Member can access deductible/out-of-pocket maximum accumulation | | | |
| Member can view/print ID Cards | | | |
| Member can request replacement ID cards | | | |
| Member can print temporary ID Cards | | | |

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|--|--|--|--|
| Member can file a grievance or claim appeal | | | |
| Member can schedule provider appointments | | | |
| Member can view Evidence of Coverage and/or Summary Plan Description and/or Certificate of Coverage | | | |
| Member can obtain lab results | | | |
| Member can link/transfer to partner vendors such as PBM, HSA bank, etc. | | | |
| Member can obtain actual cost for specific services and/or treatment estimates for network providers | | | |
| Member can print Explanation of Benefits statement | | | |
| Member can access Personal Health Record | | | |
| Member can access online health and/or wellness programs | | | |

2. Does your plan offer electronic personal health records (PHR) to members?
3. After a member has terminated coverage, how long do they have access to their PHR?
4. How do you support the transfer of PHR information from your website to another vendor's PHR?
5. Do you offer the following health information to members?

| Health Information | Response |
|---|----------|
| Evidence-based, treatment information that supports member-provider communication for common chronic conditions (e.g., hypertension, low back pain, etc.) | |
| Interactive decision support tools through your own website to help members compare treatment options | |
| Interactive decision support tools through links to other websites (from your website) to help members compare treatment options | |

6. Indicate the types of information available through your web-based and mobile application-based practitioner directory.

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| Practitioner Directory Information | Telephonic self service | Web-based | Mobile Device App-based | Frequency of Updates | Comments |
|--|-------------------------|-----------|-------------------------|----------------------|----------|
| Provider name search | | | | | |
| Provider address | | | | | |
| Urgent care center search | | | | | |
| Facility name search | | | | | |
| County or City/State Search | | | | | |
| Zip Code Search | | | | | |
| Provider specialty search | | | | | |
| Provider search by specific service, procedure, or test | | | | | |
| Handicap accessible and hearing impaired assistance indicator | | | | | |
| Provider search tailored to member's specific plan design and/or network limitations | | | | | |
| Provider accepting new patients | | | | | |
| Provider office hours | | | | | |
| Provider languages spoken | | | | | |
| Provider board certifications | | | | | |

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|---|--|--|--|--|--|
| Medical school attended by provider | | | | | |
| Driving directions to providers' locations | | | | | |
| Provider-specific price details based upon specific procedures | | | | | |
| Consumer feedback/member satisfaction survey results | | | | | |
| Hospital admitting privileges | | | | | |
| Network participation (PPO, HMO, Executive Provider Organization (EPO), narrow, etc.) | | | | | |
| u. Physician quality ratings | | | | | |
| v. Hospital quality ratings | | | | | |

7. Do you offer members any tools or resources for tracking their macronutrient intake?

14. Provider Data Transparency - Price and Quality Data

1. Confirm that you offer member self-service tool(s) that detail physician and hospital pricing and quality information.
2. If yes, is the tool available via your plan's website, member website and/or mobile app?
3. Is there an additional fee for this tool? If yes, please provide detailed pricing in your response to the section on your proposed Attachment 15, Rate/Fee Quote.
4. What is the source of your pricing and quality data, and how frequently is each data source updated?
5. What geographies are included in the provider pricing and quality member self-service tool?
6. Are all of the networks included in your proposal to the State of Delaware available through your provider pricing and quality tool?
7. Are you able to provide pricing and quality information for non-network providers?
8. Does your provider pricing and quality tool allow the member to see provider quality ratings and estimated visit costs for behavioral health providers? Describe any limits to this functionality.
9. Are you able to incorporate pricing for client-specific provider contracting?

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10. Do you supplement your network pricing data with any other data sets? If yes, specify.
11. For what medical procedures/services do you provide cost data?
12. Is pricing based on CPT code or are you bundling in some other way?
13. Do you incorporate “episode of care” pricing into your treatment cost tool?
14. Is your pricing the “actual projected price” for the member's health plan and out-of-pocket cost sharing, or is it more generic? As an example of what it would look like for a TPA to provide “actual projected price” for the State, the GHIP has different member cost sharing for certain outpatient services, such as labs and radiology, that varies based on the location where those services are provided (e.g., independent lab, freestanding radiology center, outpatient hospital).
15. Does the provider pricing include any adjustments or explanations around age, gender, or other member clinical factors or social determinants of health that might impact costs?
16. Does the provider pricing include any adjustments or explanations around provider quality or health outcomes achieved that might impact costs?
17. Are there specific providers (or groups of providers) for whom you are contractually limited in sharing actual cost information with members? If so, please list the provider name, market, and types of cost information that can and cannot be shared. Please describe efforts to have all of your network contracts permit the disclosure of cost data.
18. Are the same member service representatives available to help a member with general questions as well as price transparency, or would it be different departments?
19. Explain how you measure provider quality.
20. Does your member self-service tool include provider quality data from outside sources, such as Leapfrog hospital grades or CMS Hospital Compare data?
21. For what procedures/services do you provide quality data through the member self-service tool?
22. Do you provide quality measures for both individual providers and facilities?
23. Please describe your efforts to improve quality reporting, both for purposes of your own member tools and for the health care industry in general.

15. Enrollment Data Processing

1. On which of the following frequencies are you are able to update enrollment data:

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| Frequency | Your current ability to support |
|--|---------------------------------|
| Real-time | |
| Multiple times per day (but not real-time) | |
| Daily | |
| Weekly | |
| Less frequently than weekly | |

2. Which of the below methods are available to employers to add, change, terminate enrollees and view enrollment status by member for enrollment processing?

| Enrollment Processing | Available method to add / modify enrollees |
|-----------------------|--|
| Web | |
| Telephonic | |
| Paper-based | |

3. What is your turn-around time for loading electronic enrollment files?
4. What is your turn-around time for handling enrollment records that error out of the general load process?

16. Provider Support: Administrative and Clinical Efficiencies

1. What claim and enrollment information is available to providers?

| Type of Information | Web-based | Automated telephonic | Telephonic by contacting member services | Paper-based |
|--|-----------|----------------------|--|-------------|
| Claim level detail | | | | |
| Denied claims | | | | |
| Amount of member financial responsibilities (copay, coinsurance, etc.) | | | | |
| Claim payment cycle (paid, awaiting check issue, etc.) | | | | |
| Twelve (12) or more months paid claim history | | | | |
| Eligibility inquiry | | | | |
| Gaps in care | | | | |
| Names of other providers utilized in past 12 months | | | | |

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|--|--|--|--|--|
| Filled prescription history (based on paid claims) | | | | |
|--|--|--|--|--|

2. Are your provider support services changing in light of the emerging value-based provider contracting arrangements? If so, how?

17. Alternative Health and Other Offerings

1. For which of the following alternative health care services can you administer benefits if the employer's plan allows?
- a. Acupuncture
 - b. Botanical
 - c. Biofeedback
 - d. Chiropractic
 - e. Herbs/Supplements
 - f. Homeopathy
 - g. Massage therapy
 - h. Meditation
 - i. Naturopathy
 - j. Nutrition counseling
 - k. Reflexology
 - l. Reiki
 - m. Relaxation/stress reduction
 - n. Tai chi
 - o. Yoga
 - p. Functional medicine
 - q. If there are others, please specify
2. For which of the following services do you provide member discounts for benefits not otherwise covered in the plan?
- a. Acupuncture
 - b. Aromatherapy
 - c. Body care
 - d. Chiropractic
 - e. Herbs/Supplements
 - f. DME/Hearing aids
 - g. Foot care
 - h. Health club/fitness center membership
 - i. Laser eye surgery (e.g., LASIK)
 - j. Massage therapy
 - k. Meditation
 - l. Smoking cessation classes
 - m. Stress relief
 - n. Yoga tools
 - o. Vision discounts

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- p. Weight loss program
 - q. Vitamins
 - r. Labs – bloodwork
 - s. Labs – genetic testing
 - t. Labs – saliva
 - u. Labs – stool sample
 - v. Labs – other
 - w. Pet Insurance
 - x. Hearing Aids
 - y. Functional medicine
 - z. If there are others, please specify
3. What resources and/or service offerings related to child care, adult care, and/or neuro-diversity do you provide for your members?
[balance of page is intentionally left blank]

4. Hearing aid coverage

| Type of Coverage | Hearing Aids | Comments |
|--|--------------|----------|
| Standard policy or book of business average, including <ul style="list-style-type: none"> • Allowance • Age limit requirements • Eligibility requirements, including medical necessity • Other coverage provisions (e.g., hearing aid screenings if a separate benefit from preventive care, ear molds, replacement due to loss, damage, or theft) | | |
| Do you offer a discount program? | | |

5. Wig coverage

| Type of Coverage | Wigs | Comments |
|--|------|----------|
| Standard policy, including any allowances | | |
| Is coverage of wigs dependent on medical necessity or certain diagnosis? If so, please provide the specific definition in the comments | | |

18. Gender Affirming Coverage

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1. With regard to coverage determinations, what guidelines do you follow when developing clinical guidelines?

2. What criteria (mental health evaluation, social transition, other) must be met in order for surgery to be considered for adults or adolescents (<18 years)? Please respond separately for different surgeries if the criteria differ:
 - a. Breast/chest surgery
 - b. Genital surgery
 - c. Thyroid chondroplasty
 - d. Facial feminization or masculinization
 - e. Hairline feminization / hair restoration

[balance of page is intentionally left blank]

3. Please respond to the following table regarding gender affirming coverage:

| Information | Response | Comments |
|--|----------|----------|
| Per your standard policies, are the healthcare needs of transgender and gender diverse individuals covered without any exclusion inclusive of services related to gender affirmation? | | |
| Per your standard policies, is the reversal of gender affirming surgery a covered benefit? In the comments, provide the criteria required for coverage. | | |
| Per your standard policies, are minors (chronological age <18 years) eligible to receive hormone therapy treatment to suppress pubertal development? | | |
| Does your Centers of Excellence network include facilities and/or physicians who specialize in gender affirmation surgeries? | | |
| Is a travel benefit provided for individuals who undergo gender affirming surgery? Please provide dollar limits and any other plan provisions | | |
| Per your standard policies, are services that would otherwise be considered cosmetic (e.g., trachea shave, hair electrolysis) covered for members who have a gender dysphoria diagnosis? | | |

4. Please describe the behavioral health resources available to members who are transitioning as well as parents/guardians of minors who are transitioning.

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5. Does your provider look-up tool indicate clinical and behavioral health providers who specialize in treating individuals who are diagnosed as having gender dysphoria?
6. For members who wish to preserve sperm (MtF patients) or eggs (FtM patients) before starting hormone therapy or undergoing surgery to remove/alter their reproductive organs, do you cover the costs associated with cryopreservation, including storage time covered?
7. Are non-binary gender identifiers accepted by your system (e.g., U, X)?
8. Have you removed gender-marker edits within your claim system for services considered gender-specific (e.g., gynecological)?
9. How do you determine eligible populations for targeted communications and reminders for services considered gender-specific (e.g., gynecological, preventive)?

19. Social Determinants of Health

1. Are you able to accept diversity cohort data (i.e., race, ethnicity, gender, religion, sexual orientation, veteran status, disability status) from a client on an eligibility or data feed? Do you use the information to report on potential disparities?
2. Do you conduct data mining, using book of business data, publicly available data, or other data sources to determine health patterns down to a specific geographic area that is known to have greater racial diversity? Explain what data sources you use and how this is used. Also state if the data resources are externally held.
3. Do your customer service and/or advocates have knowledge of resources available based on member's needs / location?
4. Do you partner with outside organizations for your Social Determinants of Health services?
5. What types of Social Determinants of Health do you support (e.g., transit, food, housing, financial support, physical activities, pollution, literacy and language)?
6. Do you provide member-facing communications on Social Determinants of Health?
7. Do you have dedicated staff specializing in Social Determinants of Health?
8. Do care advocates assess individual or family social determinant of health insecurities during member onboarding?

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9. From a racial diversity perspective, are there specific strategies or tactics that you have used to engage members in the following areas?

| Area | Strategies or tactics used to engage members |
|---|--|
| Maternity/post-maternity health | |
| Early childhood prevention | |
| Lung cancer/disease, respiratory, smoking, asthma | |
| Chronic conditions | |
| Obesity | |
| Diabetes | |
| Hypertension | |
| Heart disease | |
| Breast cancer screening/health | |
| Hepatitis C | |
| Human Immunodeficiency Virus (HIV)/Aids | |
| Nutrition | |
| Post-surgical care | |
| Behavioral Health | |

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| | |
|---|--|
| Substance abuse | |
| Climate and/or weather-related situations | |
| Other | |

10. Does your organization contract with, or leverage the expertise of Community Health Workers in any particular care delivery modalities?
11. Does your organization arrange and/or subsidize the costs of rideshare services for routine and follow-up care?
12. Do you have any partnerships with third-party organizations that can help identify Social Determinants of Health on an individual level and can support community referrals to address insecurities?
13. Describe how Social Determinants of Health and diversity data is incorporated into client specific reports, provider network monitoring, member communications and customer service representative training.
14. Provide three examples of situations where you have implemented geographically targeted interventions based on social determinants of health needs (mobile dental or preventive, local discount programs, targeted communication and outreach.)
 - a) Describe if/how those initiatives are made available to local and national account clients with employee populations in that area.
 - b) Describe how those initiatives are integrated into your navigation and care management support resources and provider outreach and training

20. Diversity, Equity and Inclusion (DEI)

1. Describe your organization's DEI goals, how are DEI considerations integrated into your workplace and throughout your product development process?
2. Does your organization have a formal diversity and inclusion policy or initiative? If so, provide the documentation as an attachment.
3. What is your approach to recruitment and retention of diversity in the provider network? Are provider demographics such as age, race, ethnicity, languages spoken, and disability tracked by your organization and communicated to members?
4. Do you have solutions or resources to support member needs not covered by health insurance (e.g., caregiving, financial wellbeing)?

21. Plan Performance Auditing

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1. Are there any limitations or restrictions regarding an audit of your claim administration and members services performance (e.g., limit on the number of calls/transactions audited per year, number of audits)? If yes, please describe all limitations and restrictions.
2. How long will you retain member service records relating to the contract for auditing purposes?
3. Indicate your contractual stipulations to submit to external audits that verify the accuracy of your member services, claims repricing and/or adjudication functions when requested by your clients.
 - a. Notice requirement (provide number of days)
 - b. Confidentiality agreement is required
 - c. Sample limited to ___ of years prior to current year
 - d. Plan is not responsible for any costs of audit
 - e. Extrapolation is permitted
 - f. Extrapolation is NOT permitted
 - g. Reserve right to rebut information in audit report
 - h. Signed contract required
 - i. Claim sample size limit (provide size limit)
 - j. If there are others, please specify

22. Reporting

1. Please indicate which of the following reports you provide to your self-funded plan sponsors.

| Reports | Provided -- Frequency | Preferred Media | Minimum membership for report availability | Comments |
|--|-----------------------|-----------------|--|----------|
| Gaps in care activity report | | | | |
| Member attribution for value-based contract arrangements, by provider and geography | | | | |
| Value-based network contracting arrangement fees | | | | |
| Value-based contracting utilization, quality, savings, member experience, incentive payments by provider and geography | | | | |

2. Do you have the capability to include the following information within the claim files sent periodically to Merative?
 - a. Which particular members are attributed to a particular primary care physician or Accountable Care Organization (ACO)

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- b. Which primary care physician or ACO is the member attributed to
- c. An indicator within the claims data for whether a provider is associated with an ACO
- d. An indicator that a provider submitted a payment for a bundled payment

If you answer “yes” to items (a) and/or (b) above, please describe your attribution methodology.

- 3. Does your organization have the capability to send lab data as part of the file feeds provided to Merative?
- 4. Confirm that you agree to utilize custom reporting metrics as defined by the State (e.g., High Cost Claimant (HCC) dollar threshold, HbA1c, etc.)
- 5. What are your capabilities to track and report on the following: hospital acquired infections, low value care, social determinants of health, health disparities that exist within plan sponsor's population?
- 6. Please provide a sample of your standard reporting highlighting the success of your health management programs including financial, process, and clinical outcomes.
- 7. Confirm that you are able to measure the following outcomes and provide ongoing reporting

| Outcome | Response |
|--|----------|
| Trend (baseline vs. current and compared to your norm or benchmark) | |
| Gaps in care (Evidence Based Medicine (EBM)): (general) and compared to your norm or benchmark | |
| Closure and reduction of gaps over time and compared to your norm or benchmark | |
| Quality and compared to your norm or benchmark | |
| Compliance with treatment and evidence-based medicine and compared to your norm or benchmark | |
| Population segmentation (migration of risk) and compared to your norm or benchmark | |
| Financial outcomes (i.e., Return on Investment (ROI), etc.) and compared to your norm or benchmark | |
| Utilization (e.g., Centers of Excellence) and compared to your norm or benchmark | |
| Engagement and compared to your norm or benchmark | |
| Engagement over time at the client level | |
| Satisfaction and compared to your norm or benchmark | |

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|---|--|
| Customized elements and outcomes vs. book of business | |
| Ability to integrate data with external sources | |
| Program participation/engagement | |
| Incentive utilization and compared to your norm or benchmark | |
| C-Section rate | |
| Low risk C-section rate (Nulliparous, Term, Singleton, Vertex (NTSV)) | |
| Early elective delivery (prior to 38 weeks) | |

23. Banking Arrangements

1. Based on the description of the State's preferred banking arrangements noted in the Minimum Requirements, please describe any issues or concerns you have with the State's preferences vs. your preferred banking arrangement.
2. What are the reconciliation services that are included in your standard fees?
3. On what basis are banking reports available?
 - a. Processed claims
 - b. Checks cleared
 - c. Checks issued
 - d. If there are others, please specify
4. What type of financial reports will be generated in conjunction with the bank reconciliation and auditing procedures?
5. What reconciliation services do you provide for banking reports compared to claim reports?
6. What escheatment services do you provide for checks that have been mailed but never cashed? Is this service included in your standard fee?

24. Gaps in Care Technology

1. Is your care gap technology proprietary or licensed from a third party?
2. What data is used in your analysis? Select all that apply.

| Data | Select if used |
|----------------|----------------|
| Medical claims | |
| Drug claims | |

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|---|--|
| Behavioral health claims | |
| Demographic data | |
| Health risk data | |
| Dental claims | |
| EAP data | |
| Health Improvement program participation | |
| Lab claims | |
| Vision claims | |
| Not applicable, we do not use gaps in care technology | |
| If there are others, please specify | |

25. Provider Network

1. Identify all services and products you provide in or through your provider networks. Any service/product that you offer in any region covered must be included. For each product, if even one network location is part of a leased or subcontracted arrangement, you must select “Combination of 1st and 2nd bullet” and specify what network location(s) fall into that category. Please specify for the applicable networks that are included in your proposal; if you are proposing on only one of those networks, please only include the information relative to your proposal to the State).

| Network Information | Response | Applicable Networks | Comments |
|---|----------|---------------------|----------|
| Provider Contracting/Network | | | |
| Physician Credentialing | | | |
| Hospital Credentialing | | | |
| Provider Services | | | |
| Claims Adjudication | | | |
| Eligibility/Enrollment | | | |
| Repricing Services | | | |
| Draft Summary Plan Description Services | | | |
| ID Card Production | | | |
| Network Provider Quality Improvement Program: Clinical | | | |
| Health Risk Appraisals | | | |
| Language service to assist non-English speaking members | | | |

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|---|--|--|--|
| Quality Improvement Program: Administrative | | | |
| Information Systems/Reporting | | | |
| Member Services Website Development | | | |
| Member Services Website Technical Support | | | |
| Precertification/Concurrent Utilization Review and Discharge Planning: Medical | | | |
| Precertification/Concurrent Utilization Review and Discharge Planning: Behavioral Health | | | |
| Subrogation | | | |
| Retrospective Utilization Review: Medical | | | |
| Retrospective Utilization Review: Behavioral Health | | | |
| Disease Management | | | |
| Case Management: Medical | | | |
| Case Management: Behavioral Health | | | |
| 24-Hour Nurse Line | | | |
| Quality Improvement Program (clinical/health management, behavioral health, and wellness) | | | |

2. Do you supplement your proprietary provider network(s) through third-party network management companies? If so, please describe where these third-party networks apply to the State of Delaware. Please include any additional network access fees in your response to Attachment 15, Rates/Fees Quote.
3. If you supplement your proprietary provider network, who are your preferred network vendors? Please list all vendors and locations.

| Vendor Name | Vendor Location | Access & other Fees |
|-------------|-----------------|---------------------|
| | | |
| | | |
| | | |

4. What percentage of the network providers likely to be utilized by the State of Delaware's employees will be part of a leased network?

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5. What is your process for providing notification to a plan sponsor and its members regarding provider additions, terminations, or insolvencies?
 - a. Electronic provider directory updated
 - b. Notice placed on the State of Delaware’s customized website
 - c. Letters sent to all affected employees

6. How and when will plan sponsors be informed of potential terminations?

7. Please provide your provider turnover rate in 2024 for the following provider types:

| Provider Turnover | 2024 Provider Turnover Rate |
|--|-----------------------------|
| Network Name | |
| Primary Care Physicians | |
| Specialists | |
| Behavioral Health Clinicians excluding Doctors of Medicine (MDs) | |
| Psychiatrists (MDs) | |
| Outpatient Facilities | |
| Hospitals | |
| Labs | |
| Urgent Care Centers | |
| DME Providers | |
| Radiology Providers | |

8. What measures do you take on an ongoing basis to make certain that the network physicians (and other providers) do not require payment in full for office visits, do not practice balance billing and do not charge patients extra "malpractice" or "administrative" fees?

9. Describe how you source quality metrics used in your network development process. Do you perform your own analyses or purchase metrics? Please describe your methods and sources.

10. Do you offer, within any of your proposed networks for the State of Delaware, a network for selected procedures, or selected physicians that offer narrower access in exchange for deeper discounts and better quality/cost outcomes?
 - d. Physicians
 - e. Facilities
 - f. Condition/Procedure
 - g. If there are others, please specify

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11. How many patients or cases does a physician need to have in order to be included in your high-performance network (HPN)?
12. Is a minimum actuarial value difference required between tiers to steer members to high-performing providers (e.g., lower copay or greater coinsurance coverage for utilizing a provider with a high-performing designation)? Please describe.
13. What was the turnover within your HPN Year-to-Date (YTD) and over the last three calendar years?

| Year | Response |
|----------|----------|
| YTD 2026 | |
| 2025 | |
| 2024 | |
| 2023 | |

14. Are you willing to curate a custom high performing network within the proposed network to assist in driving members to selected providers? Which of the following apply?

| Network | Response | Comments |
|---------------------|----------|----------|
| Physicians | | |
| Facilities | | |
| Condition/procedure | | |

15. Please describe your current in-network air ambulance coverage. If air ambulance services are not fully included in your network, outline your organization’s strategy and timeline for inclusion of these services into your network.

26. Network Financial Information

1. What is the source of your Usual, Customary and Reasonable (UCR) table used to determine out-of-network allowable amount levels?

| Determination methods | Yes/No? | Describe how and when this approach is used. | When multiple methods are available to you, indicate the order that you use. |
|--------------------------------|---------|--|--|
| Leased network contracted rate | | | |

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| Medicare Resource-Based Relative Value Scale (RBRVS) or other Medicare based schedule | | | |
| Fair Health | | | |
| Individual claim negotiation | | | |
| Billed charges | | | |
| Other, describe | | | |

2. Can an employer dictate the order of allowable amount determination methods applied in a specific location or for a specific claim?
3. How often do you update your UCR tables?
4. How are claims paid in circumstances in which a participant receives services from a non-network provider at a network hospital facility?

| Hospital-based physicians | Hospital-based surgeons | Assistant surgeons | Anesthesiologists | Pathologists/Radiologists | Comments |
|---------------------------|-------------------------|--------------------|-------------------|---------------------------|----------|
| | | | | | |

5. Do you have a pre-determined dollar threshold and/or types of claims for which you will conduct negotiations for a discounted payment to non-participating providers? If so, list the amount.
6. Complete the table below in regard to the negotiation of discount payments with non-network providers.

| Discount Methods | Response | Impact, if any, to quoted ASO fee? | Comment |
|--|----------|------------------------------------|---------|
| What is the fee charged to the plan sponsor for negotiating discounted payments from non-participating providers? | | | |
| How and when is it paid by the employer? | | | |
| Can the employer negotiate a different out-of-network provider discount savings program fee? | | | |
| Are you willing to cap the dollar amount of this fee for any one claimant? If yes, at what level? | | | |
| Can the employer opt-out of the out-of-network shared savings program? If yes, indicate what impact, if any, is there to the quoted ASO fee? | | | |

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|--|--|--|--|
| Confirm that this fee is included as part of the claim cost applied to both the specific and aggregate stop loss levels. | | | |
|--|--|--|--|

7. How are savings calculated in these non-network situations?
8. Regarding services provided by a non-network provider where you are able to negotiate a discount on charges, what protection do members have against balance billing by the provider up to the original billed amount?
9. Confirm that the full provider discounts are passed onto plan sponsors and participating members for all eligible non-network shared savings claims. If a fee is applied, please note the percentage of savings retained by you or any subcontractor.
10. Provide your overall book of business trend rates (Hospital med/surg) including utilization changes, cost increases, etc. used to calculate cost projections for:

| Year | HMO/EPO | PPO/POS | PPO | HDHP/HSA | CDHP/HRA | ACO | High Performance Network | Medicare | Non-Medicare Retiree |
|----------------|---------|---------|-----|----------|----------|-----|--------------------------|----------|----------------------|
| 2025 | | | | | | | | | |
| 2026 YTD | | | | | | | | | |
| 2027 projected | | | | | | | | | |

11. Provide the following utilization statistics for your plan-wide commercial enrollment for the **most recent calendar year** based upon results reported in HEDIS outcomes. If you do not report on HEDIS outcomes, please upload as a reference document an explanation of how you arrived at your response. Exclude mental health/substance abuse from your response.

| Utilization statistics | Response | Results | % change vs. prior year |
|---|----------|---------|-------------------------|
| Input the date of the most recent calendar year | | | |
| Outpatient physician encounters/1,000 members (excluding Mental Health and Substance Abuse (MH/SA)) | | | |
| Inpatient admits/1,000 members (excluding MH/SA) | | | |

12. Non-physician outpatient services. Complete the following table indicating your commercial business for the **2025 calendar year**. "Allowed cost" means the charges eligible for payment under the plan after applying discounts but before the application of plan design

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provisions such as non-covered expenses, copayments, deductibles, coinsurance and coordination of benefits. "Visit" means each complete encounter or requisition (for lab services) consisting of the collection of procedures (excluding physician professional activity) performed as part of the encounter or requisition.

| Non-physician outpatient services | Visits/1000 members | Avg # procedures/visit | Avg billed charge/visit | Avg allowed cost/visit |
|---|---------------------|------------------------|-------------------------|------------------------|
| Emergency Room | | | | |
| Surgery | | | | |
| Radiology | | | | |
| Laboratory | | | | |
| All other (including ambulance, Physical Therapy/Occupational Therapy (PT/OT), DME) | | | | |

13. Physician/Non-facility utilization and cost. Complete the following table indicating the commercial business for the **2025 calendar year**. "Allowed cost" means the charges eligible for payment under the plan after applying discounts but before the application of plan design provisions such as non-covered expenses, copayments, deductibles, coinsurance and coordination of benefits. "Procedure" means each incidence of the listed Current Procedural Terminology (CPT) code.

| CPT CODE | Procedures/1000 members | Average billed charge/procedure | Average allowed cost/procedure |
|---------------------------------------|-------------------------|---------------------------------|--------------------------------|
| CPT 29873: Knee arthroscopy/surgery | | | |
| CPT 33512: Coronary artery bypass | | | |
| CPT 36415: Drawing of blood | | | |
| CPT 44950: Appendectomy | | | |
| CPT 45378: Diagnostic colonoscopy | | | |
| CPT 49505: Repair inguinal hernia | | | |
| CPT 55845: Extensive prostate surgery | | | |
| CPT 58150: Total hysterectomy | | | |
| CPT 59400: Obstetrical care | | | |
| CPT 59510: Cesarean delivery | | | |

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|---|--|--|--|
| CPT 70460-26: CAT, head or brain, w contrast | | | |
| CPT 73610-26: X-Ray exam, ankle complete | | | |
| CPT 73721-26: MRI, any joint of lower extremity | | | |
| CPT 93000: Electrocardiogram, complete | | | |
| CPT 93015: Cardiovascular stress test | | | |
| CPT 98941: CMT; spinal, three to four regions | | | |
| CPT 99213: Office/outpatient visit | | | |

14. Facility utilization and cost. Complete the following table indicating the commercial business for the **2025 calendar year**. "Allowed cost" means the charges eligible for payment under the plan after applying discounts but before the application of plan design provisions such as non-covered expenses, copayments, deductibles, coinsurance and coordination of benefits. "Procedure" means each incidence of the listed CPT code.

| CPT CODE | Procedures/1000 members | Average billed charge/procedure | Average allowed cost/procedure |
|--|-------------------------|---------------------------------|--------------------------------|
| CPT 29873: Knee arthroscopy/surgery | | | |
| CPT 33512: Coronary artery bypass | | | |
| CPT 36415: Drawing of blood | | | |
| CPT 44950: Appendectomy | | | |
| CPT 45378: Diagnostic colonoscopy | | | |
| CPT 49505: Repair inguinal hernia | | | |
| CPT 55845: Extensive prostate surgery | | | |
| CPT 58150: Total hysterectomy | | | |
| CPT 59400: Obstetrical care | | | |
| CPT 59510: Cesarean delivery | | | |
| CPT 70460-26: CAT, head or brain, w contrast | | | |

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|---|--|--|--|
| CPT 73610-26: X-Ray exam, ankle complete | | | |
| CPT 73721-26: MRI, any joint of lower extremity | | | |
| CPT 93000: Electrocardiogram, complete | | | |
| CPT 93015: Cardiovascular stress test | | | |
| CPT 98941: CMT; spinal, three to four regions | | | |
| CPT 99213: Office/outpatient visit | | | |

15. Is your organization continually reviewing your provider contracting strategies for facility costs and how those strategies are managing facility cost trend on behalf of your customers?

27. Network Accreditation and Plan Performance Reporting

1. Identify the internal certifications and accreditations achieved by the following network products. Indicate if the PPO is accredited and if 100% of PPO Providers are also HMO Providers. If the function is outsourced to a vendor, accreditation and certification information will be captured in a subsequent table.

| Type | PPO Accreditation and /or Certification awarded | Review organization (NCQA, JCAHO, URAC) | Current status (level awarded) | Effective date of current status (MM/YYYY) | Date of next scheduled full review (MM/YYYY) |
|--|---|---|--------------------------------|--|--|
| PPO Accreditation (Commercial) | | | | | |
| HMO accredited and 100% of PPO providers are HMO providers | | | | | |
| Credentialing Certification | | | | | |
| Utilization Management Certification | | | | | |

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|-------------------------------------|--|--|--|--|--|
| Claims Administration Certification | | | | | |
| Network Management Certification | | | | | |

2. Please indicate for the types of covered lives that you submitted HEDIS and Consumer Assessment of Healthcare Providers and Systems (CAHPS) data last year.
3. Did you allow public reporting of CAPHS and HEDIS results?
4. Do you promote or sponsor participation in NCQA Physician Recognition Program for your network physicians?
5. Do you promote or sponsor Physician Electronic Medical Record (EMR) enhancements and integration programs for your network physicians and facilities?

28. Provider Credentialing

1. Confirm that your in-network providers are subjected to a credentialing process prior to contracting.

| Credentialing | Response |
|---------------|----------|
| Hospitals | |
| Physicians | |

2. What percent of providers (PCPs and Specialists) in your PPO network are currently credentialed?
3. What percent of providers (PCPs and Specialists) in your HMO network are currently credentialed?
4. How often are providers recredentialled?

| Recredentialing | PPO Network | Other | HMO Network | Other |
|-----------------|-------------|-------|-------------|-------|
| Hospitals | | | | |
| Physicians | | | | |

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5. Indicate which of the following are included in the credentialing and recredentialing applications:

| Included in applications | PPO Network |
|--|-------------|
| Current attestation by the provider regarding ability to perform the essential function of the position | |
| Current attestation by the provider and external confirmation regarding Valid Drug Enforcement Agency license | |
| Board certification | |
| Current attestation by the provider regarding illegal drug use | |
| Current attestation by the provider and external confirmation regarding history of loss of license or felony convictions | |
| Current attestation by the provider and external confirmation regarding loss or limitation of hospital privileges | |
| Current attestation by the provider and external confirmation regarding malpractice insurance coverage | |
| Current attestation by the provider regarding the correctness and completeness of the application | |

6. Do you profile individual providers, group providers or hospitals on the parameters listed below for your PPO network? Check all that apply.

| Profile category | Individual Providers | Group Providers | Hospitals |
|---------------------------------|----------------------|-----------------|-----------|
| Clinical performance indicators | | | |
| Utilization | | | |
| Mortality or complication rates | | | |
| Cost measures | | | |
| Comparison with peers | | | |
| Comparison with benchmarks | | | |
| Satisfaction surveys | | | |

7. Do you profile individual providers, group providers or hospitals on the parameters listed below for your HMO network? Check all that apply.

| Profile category | Individual Providers | Group Providers | Hospitals |
|---------------------------------|----------------------|-----------------|-----------|
| Clinical performance indicators | | | |
| Utilization | | | |
| Mortality or complication rates | | | |

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| | | | |
|----------------------------|--|--|--|
| Cost measures | | | |
| Comparison with peers | | | |
| Comparison with benchmarks | | | |
| Satisfaction surveys | | | |

8. Describe the process through which the information above is then used to improve provider performance.

29. Access to Care/Providers

1. If you are willing to expand your service area where the State of Delaware has members, indicate where (city and/or state) and the expected date service will be available utilizing the format below. Enter N/A if you are not planning to expand your service area.

| County | City, State | Estimated date available | Willing to expand based on client specific needs, as determined by the State of Delaware |
|-------------------|-------------|--------------------------|--|
| New Castle County | | | |
| Kent County | | | |
| Sussex County | | | |
| Other Area | | | |

2. How do you handle members who receive care outside of your service area?
- Member must contact member services before receiving care (except in emergency)
 - Member may receive any necessary care from any provider,
 - Member must precertify treatment,
 - Level of payment is determined by employer,
 - Member must receive care from plan-specified provider (except in emergency),
 - Member must pay for care and then submit bill to plan for payment,
 - Member may submit provider bill directly to plan for payment to provider

3. What percent of participating providers in the proposed the State of Delaware networks are currently closed to new patients? The term "closed" refers to an office that cannot currently accept new patients regardless of network affiliation (see definitions section). In other words, the doctor is not accepting new patients to his/her practice.

4.

| Closed to New Patients | PPO Network | HMO Network |
|-------------------------|-------------|-------------|
| Primary Care Physicians | | |
| Specialists | | |

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5. If participating providers are responsible for self-reporting their practice status as being “open” or “closed” to new patients, how do you ensure that information is kept up-to-date? Are providers held accountable for keeping this updated?
6. How will your work with primary care physicians in Delaware to optimize member access to primary care? (i.e., help members who can't get an appointment with a PCP because the provider is booked well into the future or who can't find a PCP that is taking new patients).
7. How will you expand your existing network of primary care physicians in Delaware to increase provider capacity to take on additional patients and/or improve appointment waiting times, especially for new patients?

[balance of page is intentionally left blank]

8. Using HEDIS technical specifications, identify the percentage of contracted providers who are board certified in your network. If board certification is not tracked, enter 0.

| Board Certified | PPO Net- work - Prior Year | PPO Net- work - Current Year | HMO Net- work - Prior Year | HMO Net- work - Cur- rent Year |
|--|----------------------------------|---------------------------------------|----------------------------------|--------------------------------------|
| PCP's (including OB/GYNs) | | | | |
| Specialists (including allergists, cardiologists, dermatologists, gastroenterologists, general surgeons, ophthalmologists, orthopedic surgeons, and otolaryngologists) | | | | |

30. Provider Contracting and Management

1. Indicate the conditions or terms that are included in your contracts with in-network providers.

| Provider Contracting | Response |
|--|----------|
| Continuation of care if there is an involuntary termination (by employer, provider, or Plan) of the provider's contract when undergoing treatment for a chronic/disabling condition (other than pregnancy) | |

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| Continuation of care through completion of postpartum care when in the 2nd or 3rd trimester of pregnancy if provider's contract is terminated (by employer, provider or Plan). | |
| Balance billing policy - member held harmless | |
| Allowance for use of "passive" blind networks (no differentiation between in- and out-of-network benefits) | |
| Credentialing | |
| Compliance with UM | |
| Claims submissions | |
| Complaints/Grievances | |
| Electronic capabilities for member services/communications | |
| Disclosure of reimbursement rates for the use in member transparency tools | |

2. Are network physicians contractually obligated to admit to in-network hospitals only?
3. Did you terminate any hospital contracts during the current year utilized by the State of Delaware or within geographies where the State of Delaware has members (or did any hospitals terminate their relationship with you)? If yes, indicate the approximate percentage of admissions in the prior year attributed to the terminated hospital(s). The percentage should be calculated by taking the number of admissions to the terminated hospital(s) last year and, dividing by the total number of admissions for the plan last year.
4. Indicate whether clinical performance is measured, benchmarked, or reported for any of the following:

| Clinical Performance Type | Indicate if HE-DIS or other (define) | Measurement | Reporting results to providers | Reporting results with benchmarking | Public reporting |
|---|--------------------------------------|-------------|--------------------------------|-------------------------------------|------------------|
| Immunization Rate | | | | | |
| Diabetes Process (testing) | | | | | |
| Diabetes Outcomes (comprehensive diabetes care for HBA1C control) | | | | | |
| Beta Blockers for Heart Failure | | | | | |
| Cholesterol Control | | | | | |
| Asthma Medication Management | | | | | |
| Breast Cancer Screening | | | | | |
| Cervical Cancer Screening | | | | | |

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|----------------------------------|--|--|--|--|--|
| Colorectal Screening | | | | | |
| Prostate Cancer Screenings | | | | | |
| Depression-medication management | | | | | |
| Maternal mortality | | | | | |
| Other HEDIS, etc. | | | | | |

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5. Indicate whether performance is measured, benchmarked, or reported for any of the following:

| Performance | Measurement | Reporting results with benchmarking | Reporting results to Providers | Public reporting |
|--|-------------|-------------------------------------|--------------------------------|------------------|
| Patient Experience | | | | |
| Specialty Referral Rate | | | | |
| Inpatient Admission Rate | | | | |
| Average Length of Stay | | | | |
| Emergency Room Visits (non urgent care) | | | | |
| Medical Claims Costs | | | | |
| Financial Results | | | | |
| Longitudinal Efficiency (episode of care) | | | | |
| IT Capacity (use of e-health visits, etc.) | | | | |
| Other, describe in comments | | | | |
| Comments | | | | |

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6. Based on your most recent physician satisfaction survey, what percentage of physicians are "satisfied" or "more than satisfied" with your plan? Do NOT report on "somewhat satisfied".

| Satisfaction Survey | Answer |
|--|--------|
| Satisfaction survey conducted | |
| What is the date of the most recent survey? (mm/dd/yyyy) | |
| % combined response "satisfied or more than satisfied" | |

31. Direct Contracting and Transparency

1. Describe your policy regarding employer-direct contracts with healthcare providers, health systems, ACOs or Centers of Excellence. Please identify any restrictions, limitations or conditions you place on employer-directed contracting arrangements.
2. Describe your ability to load and administer custom fee schedules, bundled payments, reference-based pricing arrangements, or alternative payment models negotiated directly by the plan sponsor
3. Please identify any limitations on sharing provider performance data that would support direct contracting.
4. Describe any restrictions you place on employer-designed incentives or steerage programs.
5. Describe your policy on employer-direct contracts with pharmaceutical manufacturers for specialty drugs, gene therapies, or high-cost medications.
6. Confirm that you will not impose penalties, reduced discounts, or network access limitations if the plan sponsor pursues direct contracting.
7. Confirm whether you will sign a non-interference clause stating that you will not restrict or discourage the plan sponsor from pursuing direct contracts.
8. Do you restrict access to provider identifiers or negotiated rates? If so, explain the rationale and provide alternatives.
9. Provide a detailed description of your provider contracting methodology (e.g., percent of Medicare, Diagnostic-Related Group (DRG), RBRVS, bundled rates).

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10. Provide transparency into your facility fee schedules, including: outpatient hospital pricing methodology, ambulatory surgical center pricing methodology and professional fee schedule basis (e.g., % of Medicare).
11. Confirm whether you receive revenue from steering members to specific providers or programs.
12. Identify any financial relationships with care management vendors, specialty networks or points solutions.
13. Identify any financial relationships with provider, PBMs, specialty networks, and point solutions.
14. Describe how you mitigate conflicts of interest in network contracting and vendor selection.

32. Behavioral Health

1. Behavioral Health Program Administration
 - a. Do you provide behavioral health programs or outsource to another vendor(s)?
 - b. If yes, please concisely list and describe the components of any behavioral health program(s).
 - c. How are the behavioral health program(s) integrated? Describe how members with behavioral health needs are managed for your customers where behavioral health is carved-in with the medical plan.
 - d. Are your behavioral health operations co-located in the same service location with the health management programs included in your proposal to the State?
 - e. Do you have a toll-free telephone line for behavioral health services available 24/7 and 365 days a year?
 - f. Is your toll-free line answered by masters level clinicians or non-clinicians?
 - g. Are you able to customize behavioral health customer service scripting for a customer?
2. Member Service/Advocacy Capabilities
 - a. List and describe 5 - 10 specific enhancements deployed over the past 2 years to support advocacy and navigation for members with behavioral health needs.

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- b. List and describe 5 - 10 specific enhancements deployed over the past 2 years to ensure better integration between carve-out Employee Assistance Programs and your behavioral health benefit administration.
 - c. Describe your processes to guarantee that members will have appointment availability within 5 business days for outpatient care.
 - d. Describe your processes to ensure a member was able to see a provider within the required access window. How is this measured and reported to an employer?
3. Behavioral Health Network
- a. List and describe 5 - 10 specific network enhancements deployed over the past 2 years to reduce wait times experienced by members to see providers.
 - b. Confirm the following:

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| Behavioral Health Care | Response | Comments |
|---|----------|----------|
| You provide services across all levels of behavioral health care: | | |
| inpatient, | | |
| residential treatment centers, | | |
| partial hospitalization programs | | |
| intensive outpatient programs | | |
| Your behavioral health credentialing/network management includes: | | |
| All network clinicians (i.e., Master’s degree minimum, state license to practice independently) | | |
| All network clinicians carry malpractice insurance (\$1M/\$3M for prescribers; \$1M/\$1M for non-prescribers), with licensure and malpractice insurance verified at the primary source | | |
| Adherence in monitoring the following information: | | |
| License and certification. | | |
| Evidence of appropriate skills in provision of behavioral health services for providers (for example: substance use, autism, chronic illness) | | |
| All providers should have their credentials maintained and updated as they expire | | |
| You agree to a 95% match of employees within the designated geographic standards provided in this RFP. Geographically adequate: e.g., when a customer has 100 or more members in a 5-digit zip code, network providers will be available within the distances below or available under single case agreements: Providers Facilities Urban (>3,000 per sq. mi.) 10 miles 25 miles Suburban (1,000 – 3,000 per sq. mi.) 25 miles 40 miles Rural (<1,000 per sq. mil) 40 miles 60 miles | | |
| In-network benefits are available in all 50 states, even if single case agreements must be negotiated with out-of-network (OON) providers where network providers are either not available within the access standards listed above or lack the qualifications needed | | |
| All network gaps will be filled by 60 days after the effective date | | |
| Willingness to add new providers at the State of Delaware’s request (providing they pass credentialing) | | |
| You will audit 30% of the provider network access on a yearly basis for correct demographic information and provide annual reports to the State of Delaware on results and progress | | |

- c. How often is the behavioral health provider fee schedule updated? When was the last update? What was the percentage of increase/decrease?

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- d. How are updates of network terminations shared with affected members?
- e. Describe the current process for handling both routine and large-scale network terminations that will affect members along with the length of time required to notify affected members.
- f. If large scale network terminations occur, confirm that you will provide disruption reports for providers unique to your network and the number of employees impacted within five business days of terminations occurring.
- g. How many large-scale terminations have you had in the past five years?
- h. Confirm the following access standards:

| Access Standards | Response |
|-----------------------------------|----------|
| Emergency – immediately | |
| Urgent – within 48 hours | |
| Routine – within 10 business days | |

- i. Use the table below to indicate what percentage of your providers are currently offering virtual visits (telephone or video):

| Type of Provider | Percent offering virtual visits |
|--------------------------|---------------------------------|
| Masters Level Therapists | |
| Psychologist | |
| Psychiatrist | |

- j. Describe how you are evaluating and improving your provider network to ensure it includes providers who have specialized training in cultural competency and other areas to meet the needs of diverse employees e.g. racial and ethnic minorities, LGBTQ+ (lesbian, gay, bisexual, transgender, and queer or questioning), employees with disabilities, etc.
- k. What are you doing to engage members prior to receiving treatment in an out-of-network, out-of-state location?
- l. Describe your current Centers of Excellence (COE) for behavioral health and substance use disorder and the roadmap to expand the conditions covered.

4. Utilization Management

- a. Confirm the following:

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| Utilization Management | Response |
|--|----------|
| Care Management: Licensed clinicians conduct all medical necessity reviews | |
| Care management clinicians have ready access to psychiatrists for consultation | |
| Medical necessity denials of behavioral health treatment are rendered by psychiatrists | |

- b. List all the behavioral health services that you believe should be pre-certified.
- c. List the triggers for claims based algorithms that are used for outpatient treatment (e.g., multiple providers, daily sessions etc.).
- d. What percentage of outpatient cases (excluding partial hospitalization and intensive outpatient treatment programs) have some form of utilization and/or care management action initiated (e.g., requesting clinical information from treating provider, contact between a case manager and the treating provider)?
- e. List your triggers for reviewing partial hospitalization or intensive outpatient treatment programs.
- f. Are any of these triggers supported by quantitative data (e.g., variability in length of stay, among top ten drivers of cost increases)? If so, indicate which triggers are supported by quantitative data and describe the data.

5. Behavioral Health Case Management

- a. List and describe your triggers for behavioral health case management.
- b. Do you incorporate prescription drug data into your case management approach? If so, what metrics trigger outreach and case management?
- c. Indicate what case management capabilities differ if the solution is offered on a carve-in or carve-out basis.
- d. Complete the table below to indicate the extent of staffing resources included on your behavioral health case management team:

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| Staff | Included? | Role | Ratio (Staff-to-members e.g. 1:10,000) |
|--------------------------------------|-----------|------|---|
| Member Support | | | |
| Health Assistant or Health Navigator | | | |
| Registered Nurse | | | |
| Nurse Practitioner | | | |
| Social Worker | | | |
| Medical Director | | | |
| Other | | | |

- e. Describe your approach to engaging members in case management or coaching, the goals of which are to support engagement in and compliance with treatment.
 - f. List and describe the methods you use to engage these members in case management? Your response should include how these methods are increasing engagement in case management.
 - g. What metrics are you tracking around member engagement and what are 3 metrics that you report on for specific clients with book-of-business benchmarks?
 - h. Do you have any specific engagement strategies related to engagement of members with substance use disorders that are utilizing out-of-state and out-of-network residential based treatment facilities?
 - i. Do you use psychotropic prescription drug data to trigger outpatient behavioral health treatment case management?
 - j. Provide examples of your psychotropic medication outpatient review triggers.
 - k. Do you use psychotropic prescription drug data to inform your medical care management program?
6. Special Programs
- a. Autism Spectrum Disorder
 - (1) Describe how your organization provides advocacy services and/or programs to members and their families when Autism is diagnosed, including specialty or focused-care management programs.
 - (2) What is the average 1-year and 3-year turnover of the credentialed Applied Behavior Analysis (ABA) professionals in your network?

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| ABA Providers Turnover | ABA Providers Response |
|------------------------|------------------------|
| 1-year (%) | |
| 3-year (%) | |

- (3) Where possible will you arrange for access to network benefits where network providers are not available? Is this a standard process for your organization?
- (4) Will you actively recruit out-of-network providers if they are currently providing services for a patient receiving ABA? If not, what is your plan for transition of care?
- b. Substance Use Disorder
 - (1) Do you identify members who may benefit from Medication Assisted Treatment for Substance Use Disorder (SUD)? If yes, describe how this information is provided to a member. What type of outreach is done?
 - (2) List and describe the initiatives you have undertaken to improve the quality and outcomes of substance use disorder treatment. Examples include: individualized treatment planning and individual (rather than exclusively group) treatment; use of Medication-Assisted Treatment, dual diagnosis treatment for those with comorbid mental and addictive disorders.
 - (3) Provide any data you have available documenting the success of these efforts.
- c. Adult Dependents
 - (1) Using the questions below, describe your observations about and targeted behavioral health care management initiatives specifically designed for the Adult Dependent population (i.e., the 18 - 26 year olds that became eligible for coverage in 2011, under the Affordable Care Act).
 - (2) Describe any care management or related initiatives you have implemented specifically to serve the needs and issues of the adult dependent population.
 - (3) Describe the mechanisms/criteria to identify cases that are high-risk and/or have comorbid features. How are these cases handled for clinical and ongoing management of care?
 - (4) Please describe what processes you have in place to minimize the number of adult dependents going to out-of-network “destination” substance use treatment facilities.

7. Compliance

- a. Comment on the steps you have taken to prevail in the event of a challenge based on the Mental Health Parity and Addiction Equity Act (i.e., the comparability between

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out-of-network reimbursement for medical/surgical treatment versus MH/SUD treatment).

- b. Mental Health Parity and Addiction Equity Act (MHPAEA) Compliance: Indicate whether each of the following nonquantitative treatment limitations (NQTLs) are administered such that processes, strategies, evidentiary standards and other factors are applied to behavioral health benefits in a manner that is comparable to and applied no more stringently than those applied to medical/surgical benefits.

| Mental Health Benefit Carve-In Capabilities | Response |
|---|----------|
| Mental Health Parity and Addiction Equity Act (MHPAEA) Compliance: | |
| Utilization management timing, criteria and sanctions for inpatient as well as outpatient services | |
| Precertification for services in both the inpatient and outpatient classifications | |
| Triggers for initiating outpatient treatment review (e.g., number of outpatient visits for treatment of depression without a medication evaluation) | |
| Network admission requirements for practitioners (i.e., criteria required for practitioners to become network providers) | |
| Network fee schedules for in-network practitioners | |
| Usual and customary charges for out of network MDs | |
| Usual and customary charges for out of network non-MDs | |

- c. Comment on if your organization recommends if ST/OT/PT is offered on an unlimited basis for ABA treatment.

8. Member Website

- a. Do you have a behavioral health specific member portal or website?
- b. If yes, is the content internal or do you utilize another vendor to build content? Please list the name of the vendor.
- c. For carve-in plans, can members access the behavioral health specific member portal from the health plan site?
- d. Describe how you promote your behavioral health website. Do you provide specific communication and educational materials about your behavioral health website?

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- e. Does your behavioral health website include the following content:

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| Behavioral Health Website | Response |
|---|----------|
| Educational information about behavioral health disorders | |
| Self-assessment tools | |
| Self-development programs (e.g., anger management) | |
| Psychotherapeutic? Psychotropic? Medication information? | |
| Computer based cognitive based therapy (CBT) modalities (e.g., stress, sleep) | |
| The ability to search the network provider database and sort by specific specialties and needs? | |
| The ability to schedule appointments with a network provider? | |
| Electronic Explanation of Benefits (EOB) | |
| Benefit information | |
| Training resources | |

- f. Describe how you are using technology e.g., native mobile apps or mobile optimized website to support and deliver behavioral health services or tools to members. Please include references to specific technologies and functionality in your response.
- g. Do you offer the ability to add plan sponsor created tools or information to your website or native mobile app?

33. Health Management

1. General

- a. Provide top 3 market differentiators related to the health management programs and services you provide. Please be succinct in your response.
- b. Please complete the following information for each of the care management model(s) included in your proposal to the State. Include program descriptions as attachments

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| Care Management Models | Care Management Model #1 | Care Management Model #2 | Care Management Model #3 |
|---|--------------------------|--------------------------|--------------------------|
| Name of model | | | |
| Staffing model | | | |
| Integrated into a single-team (Indicate if co-located and part of core team or if a separate team) | | | |
| Days and hours of operation across all time zones; include after hours access | | | |
| Confirm acceptance of standard M-F 8 am- 8 pm operating hours across time zones | | | |
| After hours coverage | | | |
| Member facing clinical staff ratio: Nurse Staff to Members (exclude non-clinical resources (e.g., coaches, advocacy/navigation)) | | | |
| Active Case Ratio: Case Manager to Active Cases | | | |
| Single platform between Clinical/Lifestyle and Member/Customer Services platform or Advocacy/Navigation (Describe level and type of information integrated and what information is viewable by non-member services personnel) | | | |
| Single platform integrated for all Clinical (UM, Disease Management (DM), Case Management (CM), Behavioral Health (BH) and Wellness): (Indicate if all programs are on one system or multiple systems) | | | |
| Single platform between Clinical/Lifestyle and claims processing platform | | | |
| Single platform between Clinical/Lifestyle and behavioral health platform | | | |
| Single platform between Clinical and Advocacy/Navigation platform | | | |
| PBM data utilized for predictive model and integrated real time into clinical platform for use by medical and BH case managers | | | |
| Preadmission counseling | | | |
| Inpatient counseling | | | |
| Post-discharge counseling | | | |
| UM staffing model | | | |
| UM integrated into a single-team (Indicate if co-located and part of core team or if a separate team) | | | |
| Medical specialty and site of care steerage | | | |

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| | | | |
|---|--|--|--|
| Wellness/lifestyle coaching (if included in model) staffing model | | | |
| Wellness/lifestyle coaching (if included in model) integrated into a single-team (Indicate if co-located and part of core team or if a separate team) | | | |
| Percentage of population identified for case management | | | |
| Percentage of population reached for case management | | | |
| Percentage of population engaged with coach or case manager | | | |
| Specialty clinicians for case management (e.g., oncology, transplant, Neonatal Intensive Care Unit (NICU)) | | | |

c. Please complete the following table for staff in the first care management model.

| Model #1 | Dedicated or Designated | Total number of clients | % time designated to the State of Delaware | Average years of experience with organization |
|---|-------------------------|-------------------------|--|---|
| Clinical Account Manager | | | | |
| Medical Director | | | | |
| Case Managers/Primary Nurse | | | | |
| Specialty Medical Director | | | | |
| Pharmacist | | | | |
| Social Worker | | | | |
| Dietitian/nutritionist | | | | |
| Behavioral specialist (not Medical Director) | | | | |
| Specialty case manager for oncology, NICU, etc. | | | | |

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d. Please complete the following table for staff in the second care management model, if they would be different that the ones proposed for the first model.

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| Model #2 | Dedicated or Designated | Total number of clients | % time designated to the State of Delaware | Average years of experience with organization |
|---|-------------------------|-------------------------|--|---|
| Clinical Account Manager | | | | |
| Medical Director | | | | |
| Case Managers/Primary Nurse | | | | |
| Specialty Medical Director | | | | |
| Pharmacist | | | | |
| Social Worker | | | | |
| Dietitian/nutritionist | | | | |
| Behavioral specialist (not Medical Director) | | | | |
| Specialty case manager for oncology, NICU, etc. | | | | |

- e. Please complete the following table for staff in the third care management model, if they would be different that the ones proposed for the first two models.

| Model #3 | Dedicated or Designated | Total number of clients | % time designated to the State of Delaware | Average years of experience with organization |
|---|-------------------------|-------------------------|--|---|
| Clinical Account Manager | | | | |
| Medical Director | | | | |
| Case Managers/Primary Nurse | | | | |
| Specialty Medical Director | | | | |
| Pharmacist | | | | |
| Social Worker | | | | |
| Dietitian/nutritionist | | | | |
| Behavioral specialist (not Medical Director) | | | | |
| Specialty case manager for oncology, NICU, etc. | | | | |

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- f. Please complete the following table to indicate the ability of your proposed health management programs to integrate with vendors who deliver the following programs:

| External Partners | Do you have data feeds currently in place for the following types of vendors? (not including yourself)? (Yes/No) | Describe the typical integration experience from the member's perspective. | Indicate preferred partner, if applicable. |
|---|--|--|--|
| Pharmacy Benefit Manager includes specialty pharmacy) | | | |
| Health Plan UM and CM programs | | | |
| EAP | | | |
| Disability/Family and Medical Leave Act (FMLA) Vendor | | | |
| Preventive Screenings | | | |
| Telemedicine (provided by a third party vendor) | | | |
| Data warehouse | | | |
| Behavioral Health | | | |
| Focused clinical condition management (i.e. musculoskeletal, diabetes, digestive, etc.) | | | |

- g. Describe how you leverage customer service/navigation support into your member experience to enhance member awareness and engagement.
- h. Describe how you use artificial intelligence (AI) in your care management model and algorithms.
- i. Select the option(s) that best align with your definition of engagement in the case management program.
- j. What percentage of your case managers have earned Case Management Certification.
- k. Select the guidelines that are in place for the referral of cases to the program medical director for review/consultation. Provide the percentage of high cost members (over \$100,000 in claims) that are reviewed by the medical director (book of business).

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1. Provide the percentage of high cost members (over \$100,000 in claims) that receive a peer-to-peer consult by the medical director (book of business).
 - m. Attach your standard medical necessity and/or prior authorization or notification procedures or policies. Indicate and include pricing for any buy-up programs in your response to Attachment 15, Rate/Fee Quote.
 - n. Confirm the State may carve-out Care Management services from their Medical TPA scope of services at their discretion.
 - o. Confirm how the TPA define engagement in their care management program and if there is flexibility
2. Health Management Outreach and Intervention
 - a. Please complete the following table reflecting your outreach for Model #1.

| Model #1 | Initial Outreach (i.e. nurse, auto-dialer, etc.) Select all that apply. |
|--|---|
| Pre Admission Calls (Describe outreach process) | |
| Inpatient Contact (Describe outreach process) | |
| Discharge Planning Contact (Describe outreach process) | |
| Discharge Planning Contact (Describe outreach process to Facility Discharge Planner) | |
| Treatment Decision Support Contact | |
| CM/DM Management Contact (Describe outreach process) | |
| Oncology Contact | |
| Transplant contact | |
| Other Specialty Case Management Contact (specify program name/s) | |
| Pharmacist | |
| Social Worker | |
| Dietitian | |

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b. Please complete the following table reflecting your outreach for Model #2.

| Model #2 | Initial Outreach (i.e. nurse, auto-dialer, etc.) Select all that apply. |
|--|---|
| Pre Admission Calls (Describe outreach process) | |
| Inpatient Contact (Describe outreach process) | |
| Discharge Planning Contact (Describe outreach process) | |
| Discharge Planning Contact (Describe outreach process to Facility Discharge Planner) | |
| Treatment Decision Support Contact | |
| CM/DM Management Contact (Describe outreach process) | |
| Oncology Contact | |
| Transplant contact | |
| Other Specialty Case Management Contact (specify program name/s) | |
| Pharmacist | |
| Social Worker | |
| Dietitian | |

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c. Please complete the following table reflecting your outreach for Model #3.

| Model #3 | Initial Outreach (i.e. nurse, auto-dialer, etc.) Select all that apply. |
|--|---|
| Pre Admission Calls (Describe outreach process) | |
| Inpatient Contact (Describe outreach process) | |
| Discharge Planning Contact (Describe outreach process) | |
| Discharge Planning Contact (Describe outreach process to Facility Discharge Planner) | |
| Treatment Decision Support Contact | |
| CM/DM Management Contact (Describe outreach process) | |
| Oncology Contact | |
| Transplant contact | |
| Other Specialty Case Management Contact (specify program name/s) | |
| Pharmacist | |
| Social Worker | |
| Dietitian | |

d. In the table below, provide a brief description of the channels you support for employee outreach purposes.

| Communication Channels | Description |
|--|-------------|
| Printed materials sent to home | |
| Email | |
| Web-based | |
| Interactive or multimedia (podcasts, web video, online chat) | |
| Social networking and blogs | |
| Mobile | |
| Face-to-face | |
| Texting | |
| Other | |

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- e. Do you allow the plan sponsor (employer) to customize outreach protocols? If so, outline the outreach triggers that can be customized and identify the applicable clinical model(s).
- f. Please complete the following table reflecting your outreach triggers. If any of the data elements would be a custom trigger for outreach for one of the proposed care management models, indicate which one and for what model in comments). Indicate if the inclusion of a data element will occur if that service is carved-out of the plan.

| Outreach Triggers | Data elements used to identify individuals | Frequency data is run and output produced | % of population identified | Focus of model, comments |
|--|--|---|----------------------------|--------------------------|
| Predictive Modeling | | | | |
| High-Cost Claimant Trigger Level | | | | |
| Inpatient admissions | | | | |
| Readmission risk | | | | |
| Nurse line use or other 24/7 medical care services | | | | |
| Emergency Department (ED) utilization | | | | |
| Specialist ambulatory/out-patient utilization | | | | |
| First Fill | | | | |
| Social Determinants of Health | | | | |
| Diagnoses (please specify in comments) | | | | |
| Other | | | | |

3. Utilization Management (General)

- a. Is medical necessity review, prior authorization or notification and denial of services provided internally or externally?
- b. Indicate which services are subject to standard medical necessity review. If a customized program is available, provide the program name and indicate if it's a buy-up.
- c. Provide a list of your standard services and procedures that require pre-certification for inpatient and outpatient services. If a customized or different approach is being offered, provide that list.

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4. Fertility/Maternity Management

- a. Do you provide fertility programs or outsource to another vendor?
- b. Is demonstration of infertility required for all couples seeking fertility treatment, including same-sex couples?
- c. Can you administer a cycle-based fertility benefit?
- d. Please complete the table below for your book of business:

| Occurrence | Rate |
|--|------|
| Pre-term and/or low birth weight births | |
| C-section | |
| Elective inductions prior to 39 weeks of gestation | |
| Multiple births | |

- e. Please describe your current programs available to support women attempting to conceive, pregnant women, and new mothers.
- f. Complete the following table with information regarding current support for plan members:

| Support for Plan Members | Support indicator | Comments |
|---|-------------------|----------|
| Support for women and families considering conception | | |
| Support for women and families with fertility issues (whether or not fertility benefits are covered). Specifically address availability of clinical “navigation” support in comments. | | |
| Steerage to adoption and surrogacy benefits and resources if appropriate | | |
| Steerage to selected fertility centers based on use of eSET and rate of multiple births as well as pricing/network discounts. Specifically address use of bundled payments by cycle in comments. | | |
| Steerage to selected fertility centers based on pricing/network discounts. Specifically address use of bundled payments by cycle in comments | | |
| Support for women and families once they are pregnant | | |
| Delivery of member-specific benefit coverage and network information | | |
| Identification of high-risk pregnancies and delivery of intensive clinical support. | | |
| Steerage to hospitals/birthing centers based on clinical outcomes and pricing/network discounts. Specifically address use of C-section rates and early elective delivery in your clinical designations. | | |
| Steerage to hospitals/birthing centers based on pricing/network discounts | | |

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| | | |
|--|--|--|
| Steerage to client-specific short-term disability and parental leave resources | | |
| Support for women and families after delivery | | |
| Deliver intensive support for NICU admissions. Specifically address whether this is a buy-up. | | |
| Screen for post-partum depression and steerage to client-specific behavioral health resources | | |
| Promotion of relevant client-specific programs and resources (e.g., EAP work/life benefits, telemedicine, wellness programs) | | |
| Return to work support | | |

- g. What percent of your hospitals in Delaware have the California Maternity Quality Care Collaborative bundles in place to prevent the most common and severe pregnancy complications (obstetrical hemorrhage, preeclampsia, preventing blood clots, addressing cardiovascular disease)?
- h. Discuss your use of a blended or bundled episode fee for deliveries (i.e., no higher payment for C-sections vs. vaginal birth). What percentage of facility fees are reimbursed in this way?
- i. Provide your book of business engagement rates for the below resources (if available), and provide one example of a client with market-leading engagement rates, how they were achieved, as well as the clinical/financial outcomes achieved.

| Book of Business Engagement Rates | Response |
|-----------------------------------|----------|
| Pre-conception support | |
| Fertility support | |
| Pregnancy support (non-high risk) | |
| High risk pregnancy support | |
| Post-delivery support | |
| Return to work support | |
| Client Example | |

- j. Complete the following table on post-natal support programs.

| Post-Natal Support Programs | Response | Comments |
|--|----------|----------|
| Will you administer an allowance that can be used by a member to purchase or rent a breast pump of their choosing? | | |
| Do you offer or partner with third parties who offer milk shipping services for nursing mothers who travel? | | |

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| | | |
|--|--|--|
| In the event that an infant requires nutrition supplementation, do you educate new parents on accessibility to milk banks? | | |
| What type of lactation support is provided? | | |
| Are post-partum visiting nurse services provided through your plan? | | |
| How are new mothers screened for perinatal and post-partum depression and anxiety? | | |
| Is therapy to address post-partum pelvic floor dysfunction a covered service? | | |
| What type of sleep assistance is provided for both mother and baby? | | |
| Do you offer caregiving support? | | |

5. The State’s fertility benefit currently has a lifetime maximum of \$30,000. Please confirm your organization has a program to track accumulated dollars toward maximum and provide reporting to the State for members who termed from their plan with accumulated dollars toward the fertility benefit in the event that the State has multiple vendors
6. Maternal Morbidity and Mortality
 - a. In the table below, confirm that you report on the following metrics on at least an annual basis:

| Metric | Response |
|---|----------|
| Cesarean Section (CS) rate | |
| NTSV C-S rate (nulliparous, term, singleton, vertex – i.e. low risk moms) | |
| Vaginal birth after c-section (VBAC) rate | |
| Early elective delivery rate (deliveries before 39 weeks with no medical indication for early delivery) | |
| Portion of births by midwife | |

- b. In the table below, confirm that you will provide the following information to members:

| Access Information | Response |
|---|----------|
| Access to certified nurse midwives in the electronic and printed provider directories | |
| Access to birth centers in directories and through customer service | |

- c. Confirm that you have an active process to contract with birth centers where they are available.
 - d. How many birth centers are currently contracted in geographies available to the State of Delaware's members?

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- e. Do early elective deliveries require pre-certification?
- f. Confirm whether you require that hospitals have a medical staff bylaw or other rule that prohibits early elective deliveries.
- g. Do you contract with CNMs (certified nurse midwife)?
- h. Do you contract with birthing centers?
- i. Do you contract with doulas?
- j. Please note if you educate members the following types of providers: CNMs (certified nurse midwife) Birthing centers Doulas Quality and cesarean section scores for in-network hospitals
- k. Indicate whether your methods of outreach to members to provide this education is any different from your methods of outreach to engage members in care management programs.
- l. Do you have a maternity center of excellence program or preferred tiering for maternity care in place?
- m. If you answered yes to the above question, please complete the following table:

| Maternity Center of Excellence Program | Response: |
|---|-----------|
| What is the maximum C-S rate, NTSV C-S rate to be a preferred provider (CS (%), NTSV %, or No maximum rate)? | |
| Are preferred maternity providers required to report maternity results to the Leapfrog Group | |
| Are preferred providers required to have medical staff bylaw or other rule that prohibits early elective delivery? | |
| Are preferred maternity providers required to have in place programs to prevent the below avoidable maternity morbidity or mortality from pregnancy and delivery? | |
| Obstetrical hemorrhage | |
| Preeclampsia | |
| Preventing blood clots | |
| Addressing cardiovascular disease | |
| Addressing racial disparities | |
| Comments about your programs to improve maternity quality and protect women around childbirth. | |

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- n. Complete the following table with information regarding current peri-menopause, menopause and/or low testosterone support for plan members:

| Women's and Men's Health | Response | Comments |
|---|----------|----------|
| Dedicated 1:1 advocacy and steering | | |
| Access to providers (virtual and/or in-person) | | |
| Coaching support (i.e., exercise, nutrition, weight, mental health) | | |
| Hormonal Replacement Therapy (HRT) prescribing | | |
| Expert-led or moderated group sessions for members | | |
| Webinars | | |
| Platform content (educational articles, videos, support groups) | | |
| Other – please specify | | |

7. Cardiometabolic Management

- a. Do you provide diabetes management programs?
- b. Do you provide diabetes prevention and/or weight management programs?
- c. Please succinctly describe (200 word maximum) your current programs available to support those looking to manage their diabetes. Please specify if the scope of the programs include management of Type 1 diabetes, Type 2 diabetes, pediatrics and diabetes during pregnancy.
- d. If necessary, please provide additional detail on your current programs available to support those looking to manage their diabetes.
- e. Please describe your current programs available to support those looking to manage their pre-diabetes, metabolic syndrome or weight. Is a pre-assessment required for eligibility into the program? Include length of program if applicable.

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- f. Complete the following table with information regarding current support for plan members:

| Support for Plan Members | Support modality | Comments |
|---|------------------|----------|
| Individuals interested in weight management | | |
| Individuals with pre-diabetes | | |
| Individuals with metabolic syndrome | | |
| Individuals with type 1 diabetes | | |
| Individuals with type 2 diabetes, non-insulin | | |
| Individuals with type 2 diabetes, insulin | | |

- g. Describe any social components of your programs including the ability to connect with group support or coaching.
- h. Does your program(s) support device (i.e. wearable tracker) integration?
- i. What are the credentials of your coaches for the diabetes program?
- j. What are the credentials of your coaches for the diabetes prevention program and weight management program?
- k. Complete the table below in relation to the cost savings for your diabetes program, diabetes prevention program and weight management program.

| Program | Anticipated Cost Savings | Book of Business Average Savings | Book of Business Highest Savings Result | Book of Business Lowest Savings Result | Methodology for Calculating/Projecting Cost Savings |
|---------------------|--------------------------|----------------------------------|---|--|---|
| Diabetes | | | | | |
| Diabetes prevention | | | | | |
| Weight management | | | | | |
| Hypertension | | | | | |
| Hyperlipidemia | | | | | |

- l. Provide your book of business engagement rates with your diabetes solutions and define engagement.

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- m. Provide your book of business engagement rates with your diabetes prevention program and weight management solutions and define engagement.
- n. What metrics are included in your reporting for the diabetes program?
- o. What metrics are included in your reporting for the diabetes prevention program and weight management program?

8. Musculoskeletal

- a. Do you provide musculoskeletal programs or outsource to another vendor?
- b. Provide a concise (200 word maximum) description of your current programs available to support those with musculoskeletal conditions or trying to prevent musculoskeletal conditions.
- c. Provide additional detail on your current programs available as needed. Include length of program, the conditions treated (acute, chronic, and body parts), and the program delivery method (digital, video-based, wearables, etc.). If equipment is involved, please describe the equipment and whether it must be returned upon discontinuation of the program.
- d. What providers (PT, coach, or other) deliver the musculoskeletal program and what are their credentials? How many providers (PT, coach or other) are included in your network? If applicable, what training do your health coaches have, and how many are in your network?
- e. How does your musculoskeletal program adapt to member needs or progress?
- f. What percentage of a typical client population participates in your musculoskeletal programs (express on a unique member, annualized basis)?
 - (1) Provide your book of business engagement rates and average length of engagement for your musculoskeletal solution and define engagement.
 - (2) For your treatment decision support or an expert medical opinion program, provide the percentage of musculoskeletal cases for which your intervention results in a change of diagnosis, a change in treatment plan, a physician-to-physician discussion, and a change in treatment location.

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| Musculoskeletal Intervention | Frequency | Comments |
|--|-----------|----------|
| Change of diagnosis | | |
| Change in treatment plan | | |
| Physician-to-physician discussion | | |
| Change in treatment location (i.e., from an out of network treatment location to an in-network treatment location) | | |

- (3) What are the anticipated cost savings from your musculoskeletal program, if any? Please provide your Book-of-Business average savings as well as the lowest and highest results. Please describe the methodology you use to calculate or project any cost savings.
- (4) What metrics are included in your reporting for the musculoskeletal program? For each metric tracked provide book of business outcomes for most recent year.
- (5) What actions are you taking to reduce the number of opioids prescribed for pain management and address a member's pain management?

9. Cancer

- a. Describe any of the benefit enhancements, clinical programs or vendor partnerships your organization offers to support members throughout their cancer care continuum, including prevention, diagnosis, treatment, care coordination, survivorship, and member advocacy.

10. Health Management Quality Assurance Process

- a. Briefly describe your quality assurance process for assessing and monitoring your health management program activities, statistics and reporting.

11. Participant Transition Process

- a. Attach your transition of care process and confirm that you would involve the State of Delaware and their current health management vendor partners in this process.
- b. Outline your roadmap for program and/or clinical platform enhancements planned in the next 12 months.

34. Virtual Care

1. Do you currently offer virtual care services to your health plan members?
2. Do you offer virtual care services directly through your own operations and delivery or through a preferred virtual care provider? If so, which organizations?

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3. How many clients do you currently contract with for virtual care services?
4. How many of these clients are direct contract (not through partnership you have with another vendor)?
5. Describe the services offered via virtual care - primary care consults, dermatology, behavioral health, etc. Also include the consult fees for each service.
6. If virtual mental health or behavioral health services are provided, do you utilize your own network for these services or are you subcontracting to a third party for these services?
7. Describe the scope of mental health or behavioral health services offered via virtual care - coaching, therapy, psychiatry, medication-assisted therapy, etc.
8. How does the virtual care behavioral provider fee network compare to your national provider fee network? Is it the same, higher or lower?
9. How often is the provider consult fee schedule updated? When was the last update? What was the percentage of increase/decrease?
10. How do members interact with the virtual care offering? (e.g., video, text-chat, in-app messaging, notifications, etc.)
11. What is the background of your physicians and extenders? What credentialing requirements do they have?
12. Do you require your virtual behavioral health providers to be licensed in the state where the patient currently resides?
13. Do you have providers licensed in all 50 states and Puerto Rico? If no, please list those states not covered.
14. List the states which fall within the following categories of service delivery for your organization:
 - a. Both Video and Telephonic
 - b. Telephonic Only
 - c. No services provided

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35. Alternative Payment Models

1. Please use the following definitions when completing this section:

| Term | Definition |
|--|--|
| 1) Accountable Care Organizations (also referred to as Clinically Integrated Networks) | An organized, delivery system for an attributed/selected population; may or may not include facilities such as hospitals. Accountability for overall performance, cost and quality reside with the provider and the delivery system, including shared risk. Population health management provided across all levels of care. Responsible for all or some subset of the health care and related expenditures for a defined population of patients |
| 2) Narrow Network | A smaller panel of providers structured to deliver reduced unit cost through plan design steering and contract improvements |
| 3) High Performance Network | A subset of the broad provider panel identified through the evaluation of cost and quality metrics, may or may not include separate contract arrangements. Plan design steering is optional. Plan design requirements and restrictions may or may not apply. |
| 4) Centers of Excellence | Hospitals that have been identified as delivering high quality services and superior outcomes for specific procedures or conditions. May incorporate separate contracting arrangements for a predetermined set of services (e.g., bundled payments). |

2. How do you integrate a client's telehealth/virtual care services with your ACO, Patient-Centered Medical Home (PCMH) and other care delivery models? Are electronic medical records integrated between the virtual care provider and ACO/PCMH care providers? Are preferential hours available for members being referred by the virtual care provider? Please describe any other integration mechanisms used.
3. Please describe other physician extender capabilities you currently offer or are pursuing. Please include how these capabilities are integrated with your overall network strategy, are linked to ACO, PCMH or other initiatives, and the potential benefit to employers and plan participants.
4. Will your care management programs (managing care across the continuum from wellness to chronic condition) change under bundled payment, shared risk/shared savings or similar contracting models? For example, how does your care management program align with local ACO or PCMH efforts, when explicit care management fees or a capitation is paid to providers for care coordination? How do local providers integrate their efforts with yours, and how is "double-charging" of the client avoided?
5. Please describe who will be responsible for health management services when a member is in a health plan and an ACO or PCMH. What entity will be responsible for providing

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which services? Will there be coordination between the health plan and the ACO and how is this accomplished? How are specialty case management programs such as transplant and maternity coordinated?

6. Please describe how your bundled payment approaches align with your network strategy. Include any consideration of a warranty with a bundled service.
7. Please provide a list of conditions to which your bundled payment arrangements apply.
8. Please describe your bundled payment arrangement for your top three conditions. For example, how do your bundled payment levels vary by severity of the specific conditions? How are bundled payment arrangements communicated to the patients before procedures, and how do you manage patients' expectations should the severity levels change during the course of treatment?
9. Please describe how new reimbursement models will impact in force performance guarantees for financial outcomes (claim targets, discounts, trend mitigation), clinical/quality outcomes, and program engagement. For example, will you continue to honor your current commitments around these guarantees? Will you support special fee arrangements with an employer/ACO contract (i.e. % of billed and or % of Medicare fee)?
10. What internal models are used to assess financial impact and outcomes, for both estimated prospective savings and for retrospective program evaluation? Please respond nationally, for emerging delivery, contracting and reimbursement models. Please indicate the following in your response:
 - a. If you have conducted internal or external reviews for program evaluation to estimate savings
 - b. What is measured to assess financial impact
 - c. What is measured to assess clinical and quality outcomes
 - d. What your quality metrics of success are for these emerging models
11. How do carve-outs (pharmacy, behavioral health) impact the delivery models efficacy and feasibility? Are there specific restrictions?
12. Will employers be allowed to customize deployment of these models on a market-by-market basis?
13. Does your Master Services Agreement include language that outlines the employer's rights or obligations related to these specific models?
14. Please describe how you will use patient attribution models to measure results, i.e., how the attribution methodology works, how quality and financial outcomes will be attributed

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to providers, and if risk-adjusted measurement will be used. Please respond nationally, for emerging delivery, contracting and reimbursement models.

15. Please indicate if you have or are developing Centers of Excellence (COEs) for the following conditions. Confirm key quality or certification measures used, as appropriate.

| Centers of Excellence | Response | Key Quality Measure |
|--|----------|---------------------|
| Cancer treatment <i>For Cancer, are your COEs National Cancer Institute Comprehensive Cancer Centers?</i> | | |
| Cardiac surgical procedures | | |
| Spinal surgery | | |
| Transplants | | |
| Bariatric surgery | | |
| Behavioral Health | | |
| Substance Abuse | | |
| Fertility | | |
| Joint replacement | | |
| Other (Describe) | | |

16. Do you use bundled contracting for COEs? If yes, how do you educate patient about the choice of COE or bundled contracting/payment providers?

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17. Confirm your ability to administer the following steerage options to Centers of Excellence, per each COE procedure below:

| Centers of Excellence Steerage | Hard Steerage (All or Nothing) | Deductible Waive | Coin-surance Differential | Re-duced Co-pays | Incentive – HSA, FSA, or HRA funding | Incentive – Other (please specify in details) |
|---------------------------------------|--------------------------------|------------------|---------------------------|------------------|--------------------------------------|---|
| Cancer treatment | | | | | | |
| Cancer treatment – Details | | | | | | |
| Cardiac surgical procedures | | | | | | |
| Cardiac surgical procedures - Details | | | | | | |
| Spinal surgery | | | | | | |
| Spinal surgery - Details | | | | | | |
| Transplants | | | | | | |
| Transplants - Details | | | | | | |
| Bariatric surgery | | | | | | |
| Bariatric surgery - Details | | | | | | |
| Fertility | | | | | | |
| Fertility - Details | | | | | | |
| Behavioral Health | | | | | | |
| Behavioral Health - Details | | | | | | |
| Substance Abuse | | | | | | |
| Substance Abuse - Details | | | | | | |
| Joint replacement | | | | | | |
| Joint replacement - Details | | | | | | |
| Other | | | | | | |
| Other - Details | | | | | | |

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18. Please describe the following, with regards to the travel and lodging benefit for Centers of Excellence:

| Centers of Excellence travel and lodging benefits | Of-fered? | Persons Cov-ered | Minimum distance from home | Can minimum dis-tance be adjusted, per the State of Delaware's request? | Reimbursement limits (daily, per procedure, etc.) | Standard admin fees |
|---|-----------|------------------|----------------------------|---|---|---------------------|
| Cancer treatment | | | | | | |
| Cancer Treat-ment - Details | | | | | | |
| Cardiac surgical procedures | | | | | | |
| Cardiac surgical procedures - De-tails | | | | | | |
| Spinal surgery | | | | | | |
| Spinal surgery - Details | | | | | | |
| Transplants | | | | | | |
| Transplants – Details | | | | | | |
| Bariatric surgery | | | | | | |
| Bariatric surgery - Details | | | | | | |
| Fertility | | | | | | |
| Fertility - Details | | | | | | |
| Joint replace-ment | | | | | | |
| Joint replace-ment - Details | | | | | | |
| Other | | | | | | |
| Other - Details | | | | | | |

19. Are external vendor partners used in administration of the travel and lodging benefit? If so, please identify vendor and role.

20. How do your COEs coexist with HPNs, product-model ACO, and other narrower network offerings? To the extent a member seeks care from a COE that is not part of the narrower network, is the benefit covered at the highest benefit level? If no, please describe.

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21. If the State of Delaware desires to have all COEs treated as “Tier 1” in a High-Performance Network or product-model ACO, are you able to accommodate this request? Confirm there would be no additional charge.

36. Other Value-Added Services

1. Please describe any other programs or services that you suggest the State of Delaware consider in order to meet the State's goals and objectives outlined in the Scope of Services section.
2. Please review the SBO's website at <https://dhr.delaware.gov/benefits/> and then describe any other creative ways that you suggest the State should consider to educate GHIP participants on their benefit programs and what it means to be a good health care consumer.
3. Describe your differentiators, and any business processes and practices that are more innovative than competitors in the marketplace. Also, describe any innovations in your service delivery model over the past twenty-four (24) months that will have an impact on self-funded plan sponsors.
4. Outline your roadmap for medical product, service, and platform enhancements planned in the next twenty four (24) months. Please describe your firms expected use of emerging solutions and technologies within the healthcare industry (e.g., Artificial Intelligence, Machine Learning, Natural Language Processing, Social Determinants of Health)

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37. Financial Assumptions

1. Confirm that the following services are included in your guaranteed fees for your Current State proposal. If not, please specify any deviations and the additional cost.

| Services | Confirmation | If No, describe | Additional Cost |
|---|--------------|-----------------|-----------------|
| Enrollment meeting assistance, as needed | | | |
| Member Advocacy Services | | | |
| Telehealth - fully integrated claims processing and clinical processes (both directly provided by you or through a preferred telemedicine provider) | | | |
| Eligibility - maintaining eligibility files and providing certification to providers, as requested | | | |
| Maintaining creditable coverage information and sending certificates to terminated members | | | |
| Customized ID cards (with alternate employee ID numbers and PBM's logo/customer service number) | | | |
| Printing/distribution of standard provider directories (via CSR, IVR, Web, and mobile device) | | | |
| Printing/distribution of standard claim forms (via CSR, IVR, and Web), if requested | | | |
| Printing/distribution of standard EOBs (via CSR, IVR, and Web) | | | |
| Summary Plan Description (SPD) assistance, draft SPD | | | |
| SPD assistance, review and sign-off | | | |
| Collection and reimbursement of overpayments | | | |
| Website access to member service | | | |
| Standard management report packages with online access | | | |
| Bank reports that reconcile to invoiced claim reimbursements | | | |
| Self-administered billing (to be paid one month after coverage month) | | | |

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| | | | |
|---|--|--|--|
| Semi-annual meetings to present analysis of utilization and cost drivers by a health plan clinician | | | |
| Printing/ mailing replacement/ additional ID cards to employee homes (ongoing) | | | |
| Data file intake for prior vendor claim history | | | |
| Data file intake for PBM, wellness program vendor, etc. | | | |
| Managing payment of paid claims surcharges/tax for Massachusetts, Michigan, and New York | | | |
| Other, please describe | | | |

2. Confirm that your fees are quoted on a mature basis for year one.
3. Under what conditions do you reserve the right to change your administrative fees? Specify the percentage limits you apply and the resulting change in fees.
4. Confirm that if the State of Delaware's enrollment growth exceeds your expectations, your per-employee fees will decrease.
5. Complete the following table in regard to additional revenue sources and/or fee types that are not traditionally included in your standard ASO pricing proposals.

| Revenue source / fee type | Included in the standard ASO PEPM fee? | Can an employer opt-out of the program? | Please also indicate whether these fees can be charged as a PEPM or PMPM and included in the standard ASO fee |
|---|--|---|---|
| Supplemental Network Negotiations (rental networks) | | | |
| Hospital Bill Review (for non-contracted claims) | | | |
| Facility R&C Charge Determination | | | |
| Professional Fee Negotiation | | | |
| Subrogation | | | |
| Hospital/Professional Bill Audit | | | |
| DRG Audit and Recovery | | | |

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| | | | |
|--|--|--|--|
| Inpatient Admission Retrospective Review | | | |
| Medical Implant Device Audits | | | |
| COB Vendor Recoveries | | | |
| Fraud and Abuse Management | | | |
| Credit Balance Recovery | | | |
| Advanced Analytics | | | |
| External Reviews | | | |
| Other | | | |

38. Payment Integrity

1. Provide a detailed description of all business partners, joint ventures, outsourcing and co-sourcing relationships currently in place to support your firm's payment integrity business and legal functions.
2. Describe in detail your firm's ability to support Prospective Payment Integrity (PPI) processes across each functional area (Subrogation, Fraud, Waste and Abuse (FWA), etc.). Please describe the internal and external processes that are available to support PPI, including efficient data sharing, coordinated workflows, and Application Programming Interfaces (APIs) that are available to move logic and algorithms into the Prospective Edit Modules in your firm's claim system. Describe the monetary threshold under which a claim will not be investigated for payment integrity purposes.
3. For each payment integrity functional area (Payment Integrity, Fraud, Waste and Abuse, etc.), describe your process for proactively identifying issues, problems and gaps at the ASO account level (versus broader systemic issues).
4. Describe the technology and analytics solutions that are used to support the end-to-end payment integrity process. Include in your description any systems, capabilities and/or software used to identify payment integrity cases prior to adjudication and to support payment integrity business processes.
5. Is litigation ever pursued without prior authorization from your customers?
6. Include your firm's approach to providing activity reports to measure inventory, productivity, and recoveries using internal and external industry metrics.

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7. Provide examples of your reports and metrics used to measure payment integrity performance.
8. Describe your firm's subrogation specific differentiators and any business processes and practices that are more innovative than competitors in the marketplace
9. Describe all communication efforts with plan members, including subrogation questionnaires and calls necessary to investigate potential payment integrity cases. In addition, please detail the ability to customize member outreach based on client preferences.
10. Please detail the timeline(s) associated with your organization's subrogation services, including request for member information, litigation, etc.
11. What is your average response rate on questionnaires?
12. What is the average response time for questionnaires that are returned?
13. Please describe any Subrogation programs currently in place to support your organizations fully insured book of business that are not available to ASO clients.
14. Confirm your organizations ability to integrate with leading Subrogation carve out vendors. Identify any specific vendors that your organization would not integrate with for Subrogation specific carve out services.
15. Please identify the top five (5) states (e.g., Florida, Texas, etc.) for Subrogation activity over the past twelve (12) months. Outline any changes your organization experienced to the ranking of the top states post-COVID due to workforce changes, reduced use of motor vehicles, etc.
16. Describe your firm's fraud, waste and abuse specific differentiators and any business processes and practices that are more innovative than competitors in the marketplace.
17. Does your organization have a fraud, waste and abuse hotline? If so, please describe how the reporting process works, including hours of operation, ways to access the hotline and estimated turnaround on follow up investigations.
18. Please describe any FWA programs currently in place to support your organizations fully insured book of business that are not available to ASO clients.
19. Please detail your organization's top twenty (20) FWA categories for medical and behavioral health. For each category please provide number of cases, dollar amounts, etc. Examples of FWA categories include: Routinely performing unnecessary tests, billing for services/equipment more than once, and billing for services that are not rendered or medically necessary.

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20. Confirm your organizations ability to integrate with leading FWA carve out vendors. Identify any specific vendors that your organization would not integrate with for FWA specific carve out services.
21. Please identify the top five (5) states (e.g., Florida, Texas) for FWA activity over the past twelve (12) months. Outline any changes your organization experienced to the ranking of the top states post-COVID.

39. HSAs

1. What is the platform for your HSA administration system?
2. Are any changes planned for the HSA administration system in the next two years?
3. Describe how the employee/employer will be refunded if an account is opened and the employee is ineligible to make contributions to an HSA (e.g., if member is enrolled in Medicare Part A/B).
4. Describe the process for updating an account when the employer has identified an administrative error that results in processing a negative deduction from an employee's account.
5. If a participant's distribution exceeds the account balance due to problems synchronizing accounts, how will your organization handle this situation, including participant communication.
6. Confirm that your organization is responsible for all adjustments and reconciliations for the account if an overpayment or underpayment is made.
7. Are you willing to perform outreach to those participants who enroll in the HDHP but have not opened an account? If yes, please explain.
8. How do you handle follow-up with a participant in the event that not all pertinent information is provided on the eligibility file when someone opens the HSA for the first time?
9. Will you and your banking partner accept employer contributions for accounts which are "unopened" (e.g. employee enrolls in account but does not complete account verification before employer contributions are sent), in order to establish the account?
10. What is the process for reconciling "unopened" accounts?
11. What is the process for member appeals of account balance errors?
12. Do you require a minimum number of participants to provide the requested services?
13. Indicate the methods available for members to access HSA funds.
14. Do you offer members access to their full annual HSA contributions at any point in the plan year (as opposed to a paycheck-by-paycheck basis) for example as pre-funding?

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15. If sufficient HSA funds are not available when the member requests reimbursement, Will you allow the member to setup an auto payback feature that completes reimbursement when HSA funds become available? (For example, the member submits a \$100 HSA claim but only has \$25 available.) Can the member elect to have the account "sweep" its balances as funds are deposited until the claim is satisfied?
16. If the client requests it, are you able to limit debit card use to only services covered under the medical plan?
17. Confirm that your company complies with IRS rulings directed at the use of debit cards at nonmedical merchants.
18. Are you able to customize (i.e., logo) the debit card if requested? What are the various options and associated fees?
19. Can more than one HSA debit card be issued to a family? When a second card is issued, is it issued automatically or only upon request? Describe how account balances are maintained when multiple cards are issued.
20. What is the current annual interest rate for HSA balances not invested in mutual funds (for the cash account)?
21. Are there any minimum deposit requirements?
22. Are there any minimum deposit amounts that would result in a fee to the participant if not met?
23. Are any reserve funds required?
24. What are the investment options available to participants?
25. Does the employer have any control over the investment options offered to its employees?
26. Do the investment options vary by account balance?
27. Will you report earnings on investments in a participant's HSA account separately for amounts that may have exceeded the annual maximum?
28. Is member service for HSA members segregated from other products?
29. Do you have specially trained representatives to answer HSA questions?
30. How are participants able to get personal HSA account balance information?
31. How frequently do employers receive reports outlining the HSA usage? Confirm you have attached samples of employer reports.

PROVIDER DISRUPTION

- Confidential, NDA required
- See separate Excel attachment, available in ProposalTech and through GSS site.

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ELIGIBILITY AND ENROLLMENT RULES

SAMPLE - FOR ILLUSTRATION PURPOSES ONLY

**TITLE 19 LABOR
DELAWARE ADMINISTRATIVE CODE**

1

**2000 EMPLOYEE BENEFITS
State Employee Benefits Committee
2001 Group Health Insurance Plan Eligibility and Enrollment Rules
(Effective January 1, 2024)**

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1.0 Authority

- 1.1 Pursuant to the authority vested in the State Employee Benefits Committee (SEBC) by 29 Del.C. §§5210(4), 9602(b)(4), the SEBC adopts these Eligibility and Enrollment Rules for the State of Delaware Group Health Insurance Plan ("State Plan"). In the event of a conflict between these rules and the Delaware Code, the Delaware Code takes precedence over these rules.
- 1.2 An Employee, Long Term Disability (LTD) beneficiary, COBRA beneficiary, or pensioner must meet one of the following definitions to be eligible for enrollment or continued enrollment in the State Plan:
 - 1.2.1 A permanent full-time employee (regularly scheduled 30 or more hours per week or 130 or more hours per month);
 - 1.2.2 An elected or appointed official as defined by 29 Del.C. §5201;
 - 1.2.3 A permanent part-time employee (regularly scheduled to work less than 130 hours per month);
 - 1.2.4 A limited term employee (as defined by 19 DE Admin. Code 3001, subsection 11.1);
 - 1.2.5 A pensioner receiving or eligible to receive a pension from the State;
 - 1.2.6 A per diem or contractual employee of the Delaware General Assembly who has been continuously employed for 5 years.

Note: Title 19 Labor Delaware Administrative Code 2001 Group Health Insurance Plan Eligibility and Enrollment Rules can be accessed here <https://dhr.delaware.gov/benefits/notices/documents/eer.pdf?ver=0103>

MEDICAL PLAN DESIGN – CURRENT AND PROPOSED PLANS

- See separate Excel attachment, available in ProposalTech and through GSS site.

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Attachment 26

PAYROLL DEDUCTION COVERAGE SCHEDULE

SAMPLE - FOR ILLUSTRATION PURPOSES ONLY

2026 Schedule of Benefit Deductions by Pay Period

| Paycheck Date | Pay Period Dates | Benefit Deduction For... |
|----------------------|-------------------------|-----------------------------------|
| 12/26/2025 | 11/30/25 – 12/13/25 | First half of December |
| 01/09/2026 | 12/14/25 – 12/27/25 | Second half of December |
| 01/23/2026 | 12/28/25 – 01/10/26 | First half of January |
| 02/06/2026 | 01/11/26 – 01/24/26 | Second half of January |
| 02/20/2026 | 01/25/26 – 02/07/26 | First half of February |
| 03/06/2026 | 02/08/26 – 02/21/26 | Second half of February |
| 03/20/2026 | 02/22/26 – 03/07/26 | First half of March |
| 04/02/2026 | 03/08/26 – 03/21/26 | Second half of March |
| 04/17/2026 | 03/22/26 – 04/04/26 | First half of April |
| 05/01/2026 | 04/05/26 – 04/18/26 | Second half of April |
| 05/15/2026 | 04/19/26 – 05/02/26 | First half of May |
| 05/29/2026 | 05/03/26 – 05/16/26 | No Health or Commuter Deductions* |
| 06/12/2026 | 05/17/26 – 05/30/26 | Second half of May |
| 06/26/2026 | 05/31/26 – 06/13/26 | First half of June |
| 07/10/2026 | 06/14/26 – 06/27/26 | Second half of June |
| 07/24/2026 | 06/28/26 – 07/11/26 | First half of July |
| 08/07/2026 | 07/12/26 – 07/25/26 | Second half of July |
| 08/21/2026 | 07/26/26 – 08/08/26 | First half of August |
| 09/04/2026 | 08/09/26 – 08/22/26 | Second half of August |
| 09/18/2026 | 08/23/26 – 09/05/26 | First half of September |
| 10/02/2026 | 09/06/26 – 09/19/26 | Second half of September |
| 10/16/2026 | 09/20/26 – 10/03/26 | First half of October |
| 10/30/2026 | 10/04/26 – 10/17/26 | No Health or Commuter Deductions* |
| 11/13/2026 | 10/18/26 – 10/31/26 | Second half of October |
| 11/25/2026 | 11/01/26 – 11/14/26 | First half of November |
| 12/11/2026 | 11/15/26 – 11/28/26 | Second half of November |
| 12/24/2026 | 11/29/26 – 12/12/26 | First half of December |

*Third Pay of the Month - Medical, Dental, Vision, Pre-Tax Commuter, Supplemental benefits, and local school benefit deductions will not be taken on these dates. Benefit Refunds and Adjustments will be processed. Flexible Spending Account (FSA), State Life, Deferred Compensation (457(b)), and Tax-Sheltered Annuity (TSA - 403(b)) contributions will be deducted.

Revised 07/16/2025

Attachment to PHRST Alert #XX-25 – 2026 Schedule of Benefit Deductions by Pay Period

Note: State of Delaware 2026 Schedule of Benefits Deductions by Period can be accessed here <https://courts.delaware.gov/forms/download.aspx?id=117218>

GHIP GROUPS

- See separate Excel attachment, available in ProposalTech and through GSS site.

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NETWORK PROVIDER DISCOUNTS

- See separate Excel attachment, available in ProposalTech and through GSS site.

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Office of Value Based Health Care Delivery (OVBHCD) Template

- See separate Excel attachment, available in ProposalTech and through GSS site

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OON COST CONTAINMENT AND PIP SHARED SAVINGS FEES

- See separate Excel attachment, available in ProposalTech and through GSS site.

DRAFT

GEOACCESS PPO NETWORK

- Confidential, NDA required
- Released in ProposalTech

DRAFT

GEOACCESS HMO NETWORK

- Confidential, NDA required
- Released in ProposalTech

DRAFT

MEDICFILL RX CLAIMS

- Confidential, NDA required
- Released in ProposalTech

DRAFT

DATA FILE DESCRIPTIONS AND LAYOUTS

- Confidential, NDA required
- Released in ProposalTech

DRAFT

CENSUS

- Confidential, NDA required
- Released in ProposalTech

DRAFT

CLAIMS AND ENROLLMENT SUMMARY DATA

- Confidential, NDA required
- Released in ProposalTech

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ADMINISTRATIVE SERVICE (ASO) FEES

- Confidential, NDA required
- Released in ProposalTech

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Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services. The selected vendor must have at least five (5) years' experience as an organization in providing the type of services to be procured through this competitive RFP process. Please confirm that you have reviewed the Scope of Services included in this RFP and that you have provided these services for other clients. The proposing organization must provide sufficient detail to demonstrate it has experience in working with Medical TPA Services similar in size and complexity to the State. Please provide only a broad outline here of the organization's years of experience and qualifications for the services listed in the Scope of Services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (See Attachment 2).
4. One (1) completed Responses Exceptions Tracking form (See Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Confidential Information Form (See Attachment 4) – please check box if no information is deemed confidential – Form must be included.
6. One (1) completed Business References form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included. Your company must have proven ability to perform the services described in this RFP. Of your company's current clients, please list three (3) or more references with an excess of 40,000 eligible employees. Additionally, please provide references for three (3) terminated and/or expired clients and note the date of termination and/or expiration with the reason.

The total of six (6) references requested should include at least one (1) active and one (1) terminated reference to be procured through this competitive RFP process. If possible, at least one current reference should be a public sector client, though this is not a requirement. For each reference, indicate any involvement by staff members who will be servicing the State's account in the event of contract award. For references from clients with expired contracts, there are no timing restrictions on how recently the reference and your company terminated the contractual relationship. Please ensure ALL references provided in your response include valid contact information (e.g., name, phone number, email address, etc.) and are aware that they will be contacted during the RFP evaluation process.

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7. One (1) completed and signed copy of the Non-Disclosure Agreement (See Attachment 9).
8. One (1) completed and signed copy of the Data Confidentiality Agreement (See Attachment 11).
9. One (1) completed and signed copy of the Officer Certification Form (See Attachment 12).
10. One (1) completed copy of the Financial Ratings Form (See Attachment 13).
11. One (1) completed and signed copy of the Business Associate Agreement (See Attachment 14).
12. One (1) completed Rate Quote (Attachment 15)
13. One (1) completed Performance Guarantees (Attachment 16)
14. One (1) completed and signed copy of the State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement (See Attachment 20).
15. One (1) completed and signed copy of the Questionnaire (See Attachment 22). This is done in ProposalTech.
16. One (1) completed Provider Disruption (Attachment 23)
17. One (1) completed Medical Plan Design (Attachment 25)
18. One (1) completed Network Provider Discounts (Attachment 28)
19. One (1) completed OON Cost Containment and PIP Shared Savings Fees (Attachment 30)
20. One (1) completed GeoAccess PPO Network (Attachment 31)
21. One (1) completed GeoAccess HMO Network (Attachment 32)
22. All of the other Exhibits requested in the RFP.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Appendix B – PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES AGREEMENT
for
[ENTER CONTRACT NAME]
Contract No. [Enter Contract Number]

This Professional Services Agreement (“Agreement”) is entered into as of _____, 20__ (Effective Date) and will end on _____, 20__, by and between the State of Delaware, Department of _____, Division of _____, _____ (“Delaware”), and _____, (the “Vendor”), with offices at _____.

WHEREAS, Delaware desires to obtain certain services to _____; and _____.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. Services

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware’s request for proposals, attached hereto as Appendix ____; and (c) Vendor’s response to the request for proposals, attached hereto as Exhibit _____. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

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- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment

2. Payment for Services and Expenses

- 2.1. The term of the initial contract shall be from [REDACTED], 20[REDACTED] through [REDACTED], 20[REDACTED]. The Contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Delaware.
- 2.2. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.
- 2.3. Delaware will pay Vendor for the performance of services described in Appendix [REDACTED], Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix [REDACTED].
- 2.4. Delaware's obligation to pay Vendor for the performance of services described in Appendix [REDACTED], Statement of Work will not exceed the fixed fee amount of \$[REDACTED]. It is expressly understood the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.5. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number ENTER CONTRACT NUMBER on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.6. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.

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- 2.7. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.8. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.9. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/publications/p510>. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.
- 2.10. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.11. Invoices shall be submitted to:

3. Responsibilities of Vendor

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI")

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published at <https://dti.delaware.gov/technology-services/standards-and-policies/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

| Project | Team | Title | % of Project Involvement |
|---------|------|-------|--------------------------|
| | | | |

- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

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- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

- 4.1. A project schedule is included in Appendix A.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix A.

5. State Responsibilities

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members and shall so inform Vendor by written notice before the effective date of each such delegation.

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- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:
 - a. Copies of reports, surveys, records, and other pertinent documents;
 - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product

- 6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project.

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Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

- 6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.
- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement (“Preexisting Information”) shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware’s rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information

To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled, or prepared in connection with the performance of this Agreement.

8. Warranty

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability

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- 9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
- a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.
- 9.2. If Delaware promptly notifies Vendor in writing of a third-party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:
- a. Delaware's misuse or modification of the Deliverable;
 - b. Delaware's failure to use corrections or enhancements made available by Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
 - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
 - e. Information, direction, specification, or materials provided by Vendor or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

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10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee, or independent contractor and with which a party comes into direct contact in the course of the services.

10.3. Possession of a Security Clearance, as issued by the Delaware Department of Safety and Homeland Security, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor

11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution

12.1. At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers,

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promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

13. Remedies

13.1. Except as otherwise provided in this Agreement, including but not limited to Section 12 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this Agreement, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

14. Suspension

14.1. Delaware may suspend performance by Vendor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

14.2. In the event Delaware suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of 30 days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Agreement to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

15. Termination

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15.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

15.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

15.3. If termination for default is affected by Delaware, Delaware will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

15.4. If after termination for failure of Vendor to fulfill contractual obligations it is determined that Vendor has not so failed, the termination shall be deemed to have been affected for the convenience of Delaware.

15.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

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- b. In the event this Agreement is terminated as provided in 15.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
- c. The rights and remedies of Delaware provided in Section 15.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15.7 In the event of contract termination, Vendor shall electronically transfer to the State of Delaware (or to a successor administrator) within thirty (30) days of termination all data and participant records necessary for the continued administration of the plan. Vendor must agree to continue operations until the transfer of data has been completed.

16. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

17. Assignment; Subcontracts

17.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

17.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.

17.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

17.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.

17.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

18. Force Majeure; Applicability

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Neither the Vendor nor Delaware shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

- a. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;
- b. Diseases, plagues, quarantine, epidemics or pandemics;
- c. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or
- d. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk.

19. Non-Appropriation of Funds

19.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

19.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

20. State of Delaware Business License

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2101 or through the Delaware Department of Insurance, whichever is applicable.

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Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or authorization obtained through the Delaware Department of Insurance, whichever is applicable, or initiate the process of application where required.

An application for a Delaware Business License may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue and/or the Delaware Department of Insurance. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

21. Complete Agreement

- 21.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.
- 21.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
- 21.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

22. Miscellaneous Provisions

- 22.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

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- 22.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 22.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 22.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 22.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.
- 22.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 22.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 22.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.
- 22.9. The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

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- 22.10. Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

23. Insurance

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and
 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

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Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

ENTER AGENCY NAME
Contract No: ENTER CONTRACT NUMBER
State of Delaware
ADDRESS
ADDRESS

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

24. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

25. Performance Bond

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

OR

There is no Performance Bond requirement.

26. Assignment of Antitrust Claims

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As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

27. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

28. Notices

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

(Agency contact address) _____

VENDOR:

(Vendor contact address) _____

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**STATE OF DELAWARE
DEPARTMENT OF**

Witness

Name

Title

Date

STATE OF DELAWARE
Department of Human Resources

VENDOR

Witness

Name

Title

DRAFT