



State of Delaware
Department of Human Resources
Statewide Benefits Office

STATE EMPLOYEE BENEFITS COMMITTEE

Request for Proposal for an Employee Assistance Program

Release Date: January 6, 2020

***Intent to Bid Deadline –
Friday, January 10, 2020, 1:00 p.m. ET (Local Time)***

***Mandatory Pre-Bid Meeting (Conference Call) –
Tuesday, January 14, 2020, 11:00 a.m. ET (Local Time)***

***Proposals Due –
Friday, January 31, 2020 by 1:00 p.m. ET (Local Time)***

DHR2003–EAP

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1. FY19 (07/01/18 – 06/30/19) Group Impact Report
2. Eligibility Census by Zip Code
3. Account Management Survey
4. Master Report List
5. Network Provider Analysis workbook
6. GeoAccess Analysis workbook

¹ All the attachments will be provided with receipt of an Intent to Bid.

I. Introduction

On behalf of the State of Delaware, the State Employee Benefits Committee (SEBC) is seeking proposals for an employee assistance program benefit (hereafter “EAP”) for the Group Health Insurance Program (GHIP). EAP benefits are offered to active State of Delaware employees, non-State participating groups, non-Medicare pensioners, and their dependents. School district, charter schools, University of Delaware and other higher education institution employees and their dependents are also eligible. Medicare retirees and their dependents are not eligible. Of a total of 98,500 covered persons eligible for EAP services, for fee purposes 44,500 is the approximate number of eligible employees, non-State participating group employees and non-Medicare pensioners.

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

Public notice has been provided in accordance with 29 Del. C. § 6981. This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

Important Dates (A full timeline is included in Section I.C.)

Contract Effective Date	July 1, 2020
RFP Release Date	Monday, January 6, 2020
Intent to Bid Due²	Friday, January 10, 2020 by 1:00 p.m. ET (Local Time)
Mandatory Pre-Bid Meeting (Conference Call)³	Tuesday, January 14, 2020 at 11:00 a.m. ET (Local Time)
Questions Due from Vendors	Friday, January 17, 2020 by 1:00 p.m. ET (Local Time)
Proposal Submissions Due	Friday, January 31, 2020 by 1:00 p.m. ET (Local Time)

² IMPORTANT: Your bid will not be accepted if the State of Delaware does not receive an email confirmation of an Intent to Bid. See Section II.B.1 for details.

³ IMPORTANT: Your bid will not be accepted if your organization does not participate in the Mandatory Pre-Bid Meeting (Conference Call). See Section II.B.4 for details.

A. Background and Overview

1.0 Organization Description

The SEBC is co-chaired by the Director of the Office of Management and Budget (OMB) and the Secretary of the Department of Human Resources (DHR). The Committee is comprised of the Director of the Office of Management and Budget, the Secretary of the Department of Human Resources, the Insurance Commissioner, the Chief Justice of the Supreme Court, the State Treasurer, the Controller General, the Secretary of the Department of Health and Social Services, the Lieutenant Governor, and the Executive Director of the Delaware State Education Association or their designees. The Statewide Benefits Office (SBO) is a division within the DHR that functions as the administrative arm of the SEBC responsible for the administration of all statewide benefit programs with the exception of pension and deferred compensation benefits. These programs include, but are not limited to, health, prescription drug, dental, vision, disability, life, flexible spending accounts, wellness and disease management programs, pre-tax commuter benefits, third-party network of surgeons of excellence and supplemental critical illness and accident benefits. Not all members of the GHIP are eligible for participation in all the benefit programs. Visit <https://de.gov/statewidebenefits> for information about the programs.

The SBO administers the Group Health Insurance Program (GHIP). Eligible participants include active, retired, school district, charter school, university, community college, non-state groups, and COBRA participants and their enrolled dependents. 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. There are multiple employer units and non-payroll groups located in three counties throughout the State, with each exercising a high degree of independence. The plan year for the GHIP begins on July 1 and coincides with the State's fiscal year.

The State of Delaware utilizes multiple electronic human resources platforms, such as PeopleSoft, and vendor databases at separate locations in various formats to collect and store participant data. The medical insurance component of the GHIP is self-insured and is administered by two (2) third-party administrators (TPAs), Aetna and Highmark Delaware; the medical plan also includes a third-party network of surgeons of excellence that is administered directly by SurgeryPlus and is available to all plan participants regardless of whether they enrolled in an Aetna or Highmark Delaware medical plan option. Pharmacy Benefit Manager (PBM) services are carved out and administered by Express Scripts (ESI). The dental, vision, supplemental critical illness and accident, flexible spending account, pre-tax commuter and life insurance benefit plans are 100% employee-pay-all and are not included with the health plan.

2.0 Background Information

The Employee Assistance Program (EAP) is designed to provide services to active employees, pensioners (early retirees), and their dependents who are enrolled in a non-Medicare health insurance plan (for the purpose of this RFP, a "member"). Members are strongly encouraged to reach out to the Employee Assistance Program administrator for guidance as they attempt to balance the high demands of home and work/life issues.

Via either in-person, online, on-site or other methods, the vendor is required to provide assistance to members in the following areas:

Work/Life:

- Balancing Work & Family
- Time Management
- Working with Others
- Occupational Stress
- Career Development
- Workplace Safety / Productivity

Personal Well-Being:

- Anxiety; Depression; Substance Abuse
- Relationships; Family/Parenting
- Stress Management; Grief and Loss

Living Resources:

- Financial Help; Legal Assistance
- Childcare; Adult Care

The services are available seven days a week, 24 hours a day, and contacts are completely confidential and provided at no cost to the member. Services such as Fitness for Duty and Department of Transportation (DelDOT) Substance Abuse Professional Services (SAP) are provided to managers and supervisors as well.⁴ In addition to website information and in-person therapy sessions, education and assistance is provided through on-site training and newsletters. You may view all the information specific to the Employee Assistance Program governed by the SEBC at the following web site: <https://dhr.delaware.gov/benefits/eap/index.shtml>.

The State is seeking an EAP partner that can provide consultative communications support by proactively developing an action plan for driving meaningful incremental engagement in the EAP. In addition, the State has an ongoing interest in any “value-added” programs that the EAP partner can provide as add-on components to the core EAP services within the scope of this RFP, such as a third-party contractor for providing support for autistic members undergoing ABA therapy.

The State contracts on a PEPM (per employee per month) basis. For fee purposes, employees are State employees, non-State participating group members, and non-Medicare pensioners. Their dependents, spouses and/or children, are eligible for EAP services, but are not counted separately for billing purposes. An electronic file feed is not currently provided, and will not be provided, of the eligible members. Highmark and Aetna provide the EAP vendor with a monthly enrollment count for billing purposes. The average number of employees and non-Medicare pensioners in the most recent fiscal year (7/1/2018 through 6/30/2019) was 44,681. The rate was \$0.69 PEPM for an annual fee of approximately \$370,000. (All the services provided were covered under the PEPM fee.) A significant change in enrollment is not expected.

Your company must have proven ability to perform the services described in this RFP. Of your company's current clients, three must closely match the following criteria:

- A. An excess of 30,000 eligible lives,
- B. Annually, at least 1,500 participants utilizing Work/Life services either by phone or in person but not including website visitors,

⁴ Fitness for Duty evaluations must be included in the PEPM fee whereas SAP services would be a separate fee through DelDOT.

- C. Annually, at least 250 on-site training hours, and
- D. Annually, at least 500 supervisory/human resource support hours.

B. Proposal Objectives

The SEBC desires to contract with an organization specializing in providing an Employee Assistance Program. The organization must have prior experience directly related to the services requested in this RFP and provide:

- An EAP with, at minimum, the existing benefit levels as listed in the Scope of Services;
- Excellent account management services;
- Excellent customer service to members to include access to on-line resources and a robust network⁵ of service providers;
- Consultative communications support with developing and executing on an action plan for driving meaningful incremental engagement in the EAP;
- Ensure a competitive administrative cost;
- If possible, provide program enhancements at no cost or a reasonable cost; and
- Meet the performance targets to assess and monitor vendor's performance.

C. Scope of Services

The selected organization is required to provide the following services, at a minimum, to members and the SEBC.

1. Member Services

- a. Professional Counseling Services. Members can obtain a maximum of five (5) in-person, one-on-one professional counseling sessions annually (plan year) per topic or concern, and, if needed, a referral to receive continued professional counseling services through the member's health care plan. When the EAP professional determines that the member requires more than five sessions, the member will be transferred to receive professional counseling services through his/her health care plan where applicable copays/coinsurance apply. After the case is closed, the vendor is required to follow-up with a member satisfaction survey.

⁵ Please note that participants in the State's group health plan have reported difficulty in getting appointments with physicians and mental health professionals in the two southern most counties in Delaware despite health plan provider networks meeting industry-standard access parameters, a limited hospital market (total of eight acute care hospitals, including one children's hospital), and meaningful differences in average health care cost per State group health *plan participant* between the northern, urban county and the two southern rural counties.

- b. (reserved – intentionally left blank)
- c. Legal Services. Members can obtain an unlimited number of consultations for any legal issue, with the exception of those involving disputes or actions between an employee/dependent and their employer or the client/State. Members will receive a referral to a local attorney for a free, 25-30 minute, telephonic or in-person consultation. If the member chooses to retain the in-person referred attorney, the member receives a discount off the attorney's hourly fee for an unlimited number of hours for most types of law (criminal and bankruptcy have discounted flat rates). The discount excludes any retainer fees, court fees, filing fees, administrative charges, investigative fees, or discounts for flat rate fees.
- d. Financial Services. Financial counselors can address questions on all matters of financial management including debt reduction, home buying, budgeting foreclosure prevention, and bankruptcy prevention. Certified Consumer Credit Counselors will provide an unlimited number of free 30-minute telephonic confidential counseling sessions.
- e. Integrated ID Recovery. Credit fraud specialists will review credit reports with a member to identify signs of possible identity theft. The vendor will also provide ID theft prevention advice and fulfillment materials, additional fulfillment materials to assist employees with self-resolution of identity theft, and enhanced legal content/educational material on the EAP website.
- f. Child and Elder Care. Members can receive a telephone consultation to assess care needs, receive a list of providers that is mailed or emailed within two to three business days following its request, and be provided with a checklist to enable the member to make informed decisions about the care of their loved ones.
- g. Management Consultations. The EAP is available to managers and supervisors for a confidential conversation with an EAP professional regarding challenging work-related situations.
- h. Job Performance Referrals. The EAP is available for State agencies and school districts that have a policy allowing supervisors to refer an employee for job performance issues.
- i. Critical Incident Stress Management. The EAP is available if a critical incident occurs in the workplace. The sudden death of an employee, a criminal act, or other issues may create a stressful work environment that professionals can help diffuse.
- j. Fitness for Duty. When requested by appropriate management, and to include partnering or coordinating services only with the supervisor or HR office, to identify appropriately credentialed providers who will conduct the examination and provide case management. (There is no separate fee for this service.)
- k. DeIDOT SAPs. **SAPs are not applicable through the EAP program.** At DeIDOT's request and with a direct contract arrangement, the EAP provider may contract separately for SAP services.

- l. Provider Credentials and Quality Assurance Reviews. Vendor will verify aspects of each network provider's credentials and quality services.
- m. On-Site Training. Provide a minimum of 450 hours per contract year for on-site training sessions, workshops, and seminars on a variety of topics including subjects of specific interest to managers and supervisors (e.g., DOT Supervisory Compliance Training, Supervisory/Human Resource Support Hours and Training, Critical Incident Stress Management). This includes attendance and promotion of EAP services at three to four days of Health Fairs in April each year at various locations in all three Delaware counties. The number of on-site hours also includes time spent at the State's offices for the Coordination Project (see "p" below).
- n. Website. Provide a member-facing website with a universal log-in requirement specific to the State of Delaware. The website will provide resources such as webinars, checklists, articles, and videos for the services included in the State's EAP program with clear instructions on how to access the services. The website will also provide access to EAP service provider locations and contact information.
- o. Toll-Free Phone Number. Provide a toll-free telephone line, available 24-hours per day, 7 days per week. During the day, the clinicians answering the phone should be credentialed with either a Bachelor's or Master's degree. Appointments with an EAP provider can be made by either the caller or intake team.
- p. "Coordination Project" with the State's Health and Welfare plans. The State would like the selected EAP vendor to lead and provide ongoing management of a project involving coordination with the State's health care and disability vendor partners. The goal is to improve the overall member experience by further integrating services across multiple vendors and to help the State better manage health- and disability-related costs. Vendor will work cooperatively with The Hartford to facilitate case referrals to the EAP for short-term and long-term disability program recipients. For example, an employee on LTD with a diagnosis of multiple sclerosis would be referred to the EAP for services. Facilitate early intervention strategies (e.g., stress management) and proactively identify clinical issues in members who interact with the EAP and connect those members to care management programs. Another goal of this project is to include working cooperatively with the medical insurance providers, Highmark Delaware and Aetna, to facilitate referrals to their care management and maternity health programs. This also includes working cooperatively with the SBO to identify opportunities for referrals to any other condition-specific health care programs offered under the GHIP that may be relevant to a member's specific needs. The State expects the EAP provider to prepare for and lead an on-site kick-off meeting with the State and its other vendor partners, proactively develop referral workflows and targeted outreach plans in conjunction with the State's other vendor partners, and provide follow-up reporting to the State on the success of these coordination efforts. Bidders should include any costs associated with this "Coordination Project" within your quoted administrative PEPM fees within Appendix B.
- q. Respectful Workplace Anti-Discrimination Policy and Procedure – Under this policy, any State of Delaware employee who files a complaint can access EAP services related to the

nature of the employee's specific complaint, even if they aren't eligible for the EAP (i.e., even if the employee is not enrolled in the State Group Health plan). The EAP must accept phone calls about this topic from employees. Since the inception of this policy on 6/24/2019 through mid-September 2019, no employees have availed themselves of this option and engagement is expected to be low. If there are inquiries and the EAP provides any services to this population, the cost would be absorbed in the EAP PEPM fee. The final policy can be found online at:
<https://dhr.delaware.gov/policies/documents/respectful-workplace-policy.pdf?ver=0624>

2. Account Management Services:

- a. Account Management. Provide excellent account management to the Statewide Benefits Office with timely reporting and ease of accessibility to the account manager.
- b. Communications to Rebrand EAP and Drive Engagement. Support the State with communications to all employees that "rebrands" the EAP as a source of support for emotional and financial wellness (as opposed to its typical association with mental health and financial crisis) and that emphasize the importance and breadth of employee assistance benefits in order to increase utilization. Proactively develop an action plan for driving meaningful incremental engagement in the EAP for emotional and financial wellness.
- c. Customized Communications. Develop customized⁶ communications (i.e., 1,850 posters and one wallet card per employee per year) and distribute to over 200 human resource offices (envelopes to be addressed by the vendor and sent at no postage cost via the State's inter-office mail system). Additionally, one postcard direct mailing to members per year. The distribution of these customized communications should be considered as a component of a more comprehensive communications and engagement strategy that the State would like its EAP partner to develop and execute on the State's behalf.
- d. Newsletters. On a monthly basis, provide an electronic newsletter for all members to the Statewide Benefits Office (which will distribute to employees); on a quarterly basis, provide a separate electronic newsletter with content specifically for frontline supervisors to the State's HR offices for distribution to employees. Additionally, provide information for inclusion in the SBO's newsletters and open enrollment materials.
- e. Network of Professionals. Develop and/or maintain a network of mental health clinicians and licensed professional counselors throughout the State of Delaware.⁷ Periodically review the licensing credentials and quality of care delivered by network providers. Assist

⁶ "Customized" is defined as the addition of the State's logo or other identifying information and proofing of the text without a separate cost to the State.

⁷ Please note that participants in the State's group health plan have reported difficulty in getting appointments with physicians and mental health professionals in the two southern-most counties in Delaware despite health plan provider networks meeting industry-standard access parameters, a limited hospital market (total of eight acute care hospitals, including one children's hospital), and meaningful differences in average health care cost per State group health plan participant between the northern urban county and the two southern rural counties.

members with finding a therapist who participates in the member’s medical plan provider network (i.e., Highmark or Aetna). .

D. Timetable/Deadlines

The following timetable is expected to apply during this RFP process:

Event	Target
RFP Released	Monday, 1/06/20
Intent to Bid Deadline ⁸ – 1:00 PM EST (local time)	Friday, 1/10/20
Mandatory Pre-Bid Conference Call ⁹ – 11:00 AM EST (local time)	Tuesday, 1/14/20
Follow-up Questions due to SBO from Confirmed Bidders – 1:00 PM EST (local time)	Friday, 1/17/20
Responses to Questions to Confirmed Vendors	Friday, 1/24/20
Deadline for Bids – 1:00 PM EST (local time)	Friday, 1/31/20
Notification of Finalists - Invitation to Interview	February, 2020
Finalist Interviews ¹⁰	Mid-March, 2020
Contract Award	Mid-April, 2020
Implementation	May and June, 2020
Plan Effective Date	07/01/20

⁸ IMPORTANT: Your bid will not be accepted if the State of Delaware does not receive an email confirmation of an Intent to Bid. See Section II.B.1 for details.

⁹ IMPORTANT: Your bid will not be accepted if your organization does not participate in the Mandatory Pre-Bid Meeting. See Section II.B.4 for details.

¹⁰ The SEBC will require each of the finalists to make a presentation in Dover, Delaware, at the expense of the proposing firm. Please save the date of March 16, 2020, though the SBO cannot guarantee that date for interviews. In addition to communicating your organization’s capabilities to fulfill the requirements in the RFP, the presentation will require a brief demonstration regarding member-facing online tools and resources.

E. Evaluation Process

1.0 Proposal Review Committee

The Proposal Review Committee (PRC) will review all proposals submitted that meet the requirements of the RFP. The PRC shall be comprised of representatives from each of the following offices:

- Department of Human Resources
- Office of Management and Budget
- Controller General's Office
- Department of Health and Social Services
- State Insurance Commissioner's Office
- State Treasurer's Office
- Chief Justice of the Supreme Court
- Lieutenant Governor's Office
- Executive Director of the Delaware State Education Association

The SBO shall determine the firms that meet requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. § 6981 and 6982. The PRC 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 the PRC may deem necessary to make a decision. The PRC shall interview at least one (1) of the qualified firms.

The minimum requirements are mandatory. Failure to meet any of the minimum requirements in the RFP may result in disqualification of the proposal submitted by your organization.

The SEBC will not respond to a question in the question and answer process that asks whether or not a bid would be disqualified if the vendor does not meet a specific minimum requirement. The bid must be submitted and then analyzed in its entirety.

The PRC shall make a recommendation regarding the award of contract to the SEBC who shall have final authority, in accordance with the provisions of this RFP and 29 Del.C. §6982, to award a contract to the winning firm or firms as determined by the SEBC in its sole discretion to be in the best interests of the State of Delaware. The SEBC may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The SEBC reserves the right to reject any and all proposals. Pursuant to 29 Del. C. § 6986, the SEBC may award a contract to two or more vendors if the SEBC determines that it is in the best interest of the State. However, it is the intention of the SEBC to award one contract.

2.0 Evaluation Criteria

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the PRC to evaluate proposals:

Topic	Points Awarded	Description/Examples
Experience and Qualifications	20 points	<ul style="list-style-type: none"> ○ Experienced designated resources (e.g., account manager, implementation manager) to the State's account for implementation and ongoing account management. ○ Existing clients of similar size (number of covered employee lives), industry and similar service utilization (e.g., number of unique utilizers of work/life services, number of on-site training hours, and number of supervisory/human resource support hours). ○ Has outstanding references that demonstrate an ability to meet the State's needs.
Financial Terms	20 points	<ul style="list-style-type: none"> ○ Competitive administrative fees. ○ Proposed performance guarantees and fees at risk.
Network Breadth and Access	20 points	<ul style="list-style-type: none"> ○ Ability to help members find a therapist that is a part of their medical insurance provider's network ○ Ability to provide adequate access¹¹ to network of providers within and adjacent to the State of Delaware. ○ Robust network management capabilities such as credentialing and the use of quality assurance measures.
Member Services	20 points	<ul style="list-style-type: none"> ○ Effective triage system with a proven referral process. ○ Proven ability to deliver superior customer service to members. ○ Comprehensive information available on the member website/app for an extensive array of work/life topics.

¹¹ "Adequate access" defined as access that meets generally accepted industry standard parameters for plan participant access to providers in urban, suburban and rural areas (using standard zip code classification criteria used by the U.S. Census Bureau).

Topic	Points Awarded	Description/Examples
Account Management	15 points	<ul style="list-style-type: none"> ○ Proven ability to deliver superior account management support. ○ Evidence of an organized approach to project management such as critical incidence response (or program implementation, if applicable). ○ Superior project plan for the implementation and ongoing management of the Coordination Project.
Responsiveness	5 points	<ul style="list-style-type: none"> ○ Compliance with the submission requirements of the bid including format, clarity, conformity, realistic responses, and completeness, as well as responsiveness to requests during the evaluation process.
Subtotal – Core EAP Services	100 points	
Value-Added Services	5 points	<ul style="list-style-type: none"> ○ Additional value-added components beyond the core EAP services
Grand Total	105 points	

It is the proposing firm’s sole responsibility to submit information relative to the evaluation of its proposal and the SEBC is under no obligation to solicit such information if it is not included with the proposing firm’s proposal. Failure of the proposing firm to submit such information in a manner so that it is easily located and understood may have an adverse impact on the evaluation of the proposing firm’s proposal.

The SEBC will use the information contained in each bidder’s proposal to determine whether that bidder will be selected as a finalist and for contract preparation. The proposal the SEBC selects will be a binding document. As such, the SEBC will expect the proposing firm to honor all representations made in its proposal.

The proposals shall contain the essential information for which the award will be made. The information that is required in response to this RFP has been determined by the SEBC and the PRC to be essential in the evaluation and award process. Therefore, all instructions contained in this RFP must be met in order to qualify as a responsive contractor and to participate in the PRC’s consideration for award. Proposals that 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 PRC.

3.0 RFP Award Notification

The contract shall be awarded to the vendor whose proposal is determined by the SEBC to be most advantageous, taking into consideration the evaluation criteria set forth in the RFP. 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 determined by the SEBC to be the most advantageous. The award is subject to the appropriate State of Delaware approvals. After a final selection is made, the winning vendor will be invited to enter into a contract with the State; remaining vendors will be notified in writing of their selection status.

4.0 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 winning vendor for award, to reject any proposal as unsatisfactory or non-responsive, 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 SEBC and the subsequent full execution of a written contract will constitute a contract and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

F. 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. The content of all proposals is subject to FOIA’s public disclosure obligations. However, there shall be no disclosure of any vendor’s information to a competing vendor or in fulfillment of a FOIA request during the bidding and contract development process.

Organizations are advised that when the contract has been fully executed the contents of the proposal and terms of the contract, including administrative fees, will become public record and nothing contained in the proposal or contract will be deemed to be confidential except the proprietary information. If your bid contains the phrase “confidential and proprietary” or simply the word “confidential” on each page, such status will not automatically be granted.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State 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 designate appropriate portions of their proposal as confidential business information. Fees or premiums are only considered confidential and proprietary during the bid evaluation process.

Administrative fees are not confidential and proprietary information and the monthly spend will be posted on the contract award page of www.bids.delaware.gov per the Vendor Usage reporting requirement. (See section [Required Reporting of Fees and 2nd Tier Spend](#))

The confidential business information must be submitted as one electronic pdf copy as follows:

- 1) A letter from the Vendor's legal counsel describing the information in the attached document(s) and representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002. The letter must briefly state the reason(s) that the information meets the said definitions. (See Section II.C., Submission of Proposal, for detailed instructions.)
- 2) Copies of the non-redacted pages with that information must be in the same pdf behind the letter.

A vendor's determination 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 within a proposal may enter the public domain.

II. Terms and Conditions

A. Proposal Response Requirements

1. **Conformity** – Your proposal must conform to the requirements set forth in this RFP. The SEBC reserves the right to deny any and all exceptions taken to the RFP requirements. By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules, appendices, and exhibits hereto, and has fully informed itself as to all existing conditions and limitations. 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.
2. **Concise and Direct** – Please provide complete answers and explain all issues in a concise, direct manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. Please do not refer to another answer if the question appears duplicative, but respond in full to each question. If you cannot provide a direct response for some reason (e.g., your company does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. **“Will discuss” and “will consider” are not appropriate answers, nor is a reference to the current contractual terms by an incumbent.** All information requested is considered important. If you have additional information you would like to provide, include it as an exhibit to your proposal. If your organization is an incumbent, please reply with a full explanation to every question since the review committee may not be familiar with the current contract or your services.
3. **Realistic** – It is the expectation of the SEBC that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within their 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 of Delaware shall bear no responsibility or increased obligation for a vendor’s failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.
4. **Completeness of Proposal** – The proposal must be complete and comply with all aspects of the specifications. Any missing information could disqualify your proposal. Proposals must contain sufficient information to be evaluated and, therefore, must be complete and responsive. Unless noted to the contrary, we will assume that your proposal conforms to our specifications in every way. The SEBC reserves full discretion to determine the competence and responsibility, professionally, and/or financially, of vendors. Failure to respond to any request for information may result in rejection of the proposal at the sole discretion of the SEBC.

B. General Terms and Conditions

1. **Intent to Bid** – **!!!IMPORTANT!!!**
 - a. You must indicate your Intent to Bid via email to Ms. Laurene Eheman at laurene.eheman@delaware.gov by Friday, January 10, 2020, no later than 1:00 p.m. ET (local time).
 - b. Your bid will not be accepted if the State of Delaware does not receive an email or written confirmation of an Intent to Bid. Include the following information: company name, mailing and physical address, and the name, title, and email address of the primary contact along with the same information for a secondary contact.
 - c. Upon receipt, a Word version of this document will be provided along with the attachments.
2. **No Bid** – To assist us in obtaining competitive bids and analyzing our procurement processes, if you choose not to bid we ask that you let us know the reason. We would appreciate your candor. For example: objections to (specific) terms, do not feel you can be competitive, or cannot provide all the services in the Scope of Services. Please email Ms. Laurene Eheman at laurene.eheman@delaware.gov.
3. **Definitions** –
 - a. The following terms are used interchangeably throughout this RFP:
 - i. bidder, vendor, contractor, organization, service provider
 - ii. member (of the GHIP), participant (specifically enrolled or participating)
 - iii. SEBC, State of Delaware
 - iv. proposal, bid, vendor's submission
 - v. non-payroll group, participating group
 - vi. shall, will, and/or must
 - vii. Scope of Services, Scope of Work
 - viii. fees, rates
 - ix. rates, premiums
 - b. Customer Service – Services to the members/participants, not the State, SEBC or SBO personnel.

- c. Account Management – Services provided to your client - the State, SEBC and SBO personnel.
 - d. Appendix – Form provided in the RFP that needs to be completed by the bidder.
 - e. Attachment – Informational document provided in the RFP.
 - f. Exhibit – Attachment requested to the vendor’s bid response. Examples would be a copy of the bidder’s business license, a resume, or sample mailings.
4. **Mandatory Pre-Bid Meeting – A conference call will take place on Tuesday, January 14, 2020, at 11:00 a.m. ET (local time).** The purpose is to discuss the bid submission requirements, requirements for a claim of confidential and proprietary information, along with the formatting of hard copies and electronic copies. We will also discuss the technology requirements and the SEBC’s expectation for the proposing firm to honor all representations made in its proposal. If additional topics will be discussed and/or additional personnel are required to attend, vendors that submitted an Intent to Bid will be notified.

The following participants are required to attend:

- Your organization’s primary contact for the RFP or their designee, and
- The administrative person who will be compiling the hard and electronic copies and confidential and proprietary request, if applicable, the redacted copies.

Your bid will not be accepted if your organization does not participate in the conference call. 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-bid conference call. Questions regarding other topics will not be entertained and must be submitted in the Questions and Answers process as described in Section II.B.6.

5. **Discrepancies, Revisions and Omissions in the RFP** – The vendor is fully responsible for the completeness and accuracy of their proposal and for examining this RFP and all addenda. Failure to do so is at the sole risk of the vendor. **Should the vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or terms not appropriate to the services requested in the Scope of Services or Minimum Requirements**¹² the vendor shall notify the contact for this RFP, Ms. Laurene Eheman, electronically, and only electronically, laurene.eheman@delaware.gov, at least ten (10) business days before the proposal due date, therefore, no later than 4:30 p.m., Friday, January 17, 2020, by submitting the *RFP Terms and Conditions Exception Tracking*, Appendix E. This will allow for the issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of the vendor’s proposal upon

¹² An example would be if a minimum requirement asked for a service that is outside of generally accepted industry standards for this type of program, such as a requirement for an EAP vendor to provide identity theft insurance coverage in addition to educational material about how to avoid identity theft.

which an 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 Ms. Laurene Eheman, electronically, and only electronically, at laurene.eheman@delaware.gov, no later than ten (10) business days prior to the time set for opening of the proposals, Friday, January 17, 2020, at 1:00 p.m. ET (Local Time),

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

6. **Questions** – The SEBC anticipates this will be an interactive process and will make every reasonable effort to provide sufficient information for vendor responses. Vendors are invited to ask questions during the proposal process and to seek additional information, if needed. However, do not contact any member of the SEBC about this RFP. Communications made to other State of Delaware personnel 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 only rely on written statements issued by the RFP designated contact, Ms. Laurene Eheman. **All proposing vendors must submit their questions electronically, and only electronically, to Ms. Laurene Eheman at laurene.eheman@delaware.gov no later than Friday, January 17, 2020, by 1:00 p.m. ET (local time).**

Required Format: Questions must be submitted in a Word document with a table format. So that we can be sure to respond within the context of the question, if you are referring to a specific question or term, please copy the question or information and reference the section, question number, and/or page number in the first column. In the second column, copy the requirement or question. In the third column, state your question. The SBO will then put all questions received and the responses into one document and send it to all vendors who confirmed their intention to bid. It will also be posted on www.bids.delaware.gov.

7. **Consistency of Bid Response with Finalist Interview** – A summary of each vendor finalist's bid response will be provided to the PRC in advance of the finalist interviews. In the event that you are selected as a finalist, it is imperative that you notify the State of any material differences between your bid response and your finalist presentation no later than five (5) business days before the finalist meeting to ensure adequate time to notify the PRC of those changes.
8. **Best and Final Rates or Offer ("BAFO")** – The State may or may not request improved rates before the determination of finalists. Therefore, you are encouraged to submit your best pricing initially in your bid response. A BAFO may be requested of finalists.

Contract Term / Rate Guarantee Periods

The term of the contract will be for three (3) years beginning July 1, 2020 and ending June 30, 2023. The State will have the option to renew the contract for two (2) additional one-year periods. The vendor must guarantee financial terms for five (5) years, through June 30, 2025, i.e., guarantee administrative fees for the 3-year term of the contract and, for the two optional one-year renewal periods, guarantee a “not to exceed” cap on administrative fees each year.

Contract Termination

The term of the contract between the winning organization and the State will be for three (3) years and may be renewed for two (2) additional one (1) year extensions at the discretion of the SEBC. The contract may be terminated for convenience by the winning firm with 180 days written notice to the State. The contract may be terminated for cause by the vendor with 180 days written notice to the State. In the event the winning firm materially breaches any obligation under this Agreement, the State may terminate this Agreement upon thirty (30) days written notice.

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 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, it does not infer acceptance.* Please refer to Appendix I.

Future Contract Development

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. A fee will be at risk as set forth in the Performance Guarantees if this requirement is not met. Please refer to Appendix I.

Use of Subcontractors

Subcontractors are subject to all the terms and conditions of the RFP and the companies and their services must be clearly explained in your proposal. A subcontractor is any company that is under direct contract to perform services for the State’s account. Consequently, an example of a business that would provide services on the State’s account, but is not a subcontractor, is the United States Postal Service. The SEBC reserves the right to approve any and all subcontractors.

Required Reporting of Fees and 2nd Tier Spend

Monthly Vendor Usage Report - One of the State’s primary goals in administering all its contracts is to keep accurate records regarding actual value/usage. This information is essential in order to update the contents of a contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around the State’s ability to convey accurate and realistic

information to all interested parties. For benefit programs, only administrative fees that can be identified as separate from any bundled pricing and are not employee-pay-all are reported.

A complete and accurate Usage Report shall be furnished in an Excel format and submitted electronically to the State's central procurement office at the end of each fiscal year stating the monthly administrative fees on this contract. It will be posted on the contract award page of the www.bids.delaware.gov website and therefore administrative fees are not considered confidential and proprietary. *The SBO will submit this report on your behalf.*

2nd Tier Spending Report - In accordance with Executive Order 44, 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 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 the SBO 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.

Offshore Vendor Activity

An activity central to the Scope of Services cannot take place at a physical location outside of the United States. Only support activities, including those by a subcontractor, may be performed at satellite facilities such as a foreign office or division. Failure to adhere to this requirement is cause for elimination from future consideration.

Rights of the PRC

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

- Negotiate any aspect of the proposals with any organization.
 - Negotiate with more than one organization at the same time.
 - Pursuant to 29 Del. C. § 6986, select more than one contractor/vendor to perform the applicable services.
- **Right of Negotiation** – Discussions and negotiations regarding price, performance guarantees, and other matters may be conducted with organizations(s) who submit proposals determined to be reasonably acceptable of being selected for award, but proposals may be accepted without such discussions. The PRC reserves the right to further clarify and/or negotiate with the proposing organizations following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the PRC and/or the SEBC. *If any portion of a bid response does not receive a clarifying question or any other response from the State, the non-response does not infer acceptance of that portion of the bid response by the State.* The SEBC also reserves the right to move to other proposing firms if negotiations do not lead to a final contract with the initially selected proposing firm. The PRC and/or the SEBC reserves the right to further clarify and/or negotiate with the proposing firm(s) on any matter submitted.
- **Right to Consider Historical Information** – The PRC and/or the SEBC reserves the right to consider historical information regarding the proposing firm, whether gained from the proposing firm’s proposal, question and answer conferences, references, or any other source during the evaluation process.
- **Right to Reject, Cancel and/or Re-Bid** – The PRC and/or the SEBC specifically reserve the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or re-bid the services requested. The State makes no commitments, expressed or implied, that this process will result in a business transaction with any vendor.

C. Submission of Proposal

1. General Directions for Hard Copies –

- i. For each section, such as the minimum requirements and questionnaire, and for each attachment/exhibit you reference, separate the materials with tabs. Please include a table of contents.
- ii. Please use double-sided copies where it is logical to do so; for example, a section of ten or more pages.
- iii. Please use locking binders so the rings don’t separate in shipping. Do not use spiral binding because we have to add hard copies of the responses to follow-up questions to your bid response binder.
- iv. Please use multiple smaller binders instead of one large binder (6# for example). A very large and heavy binder is hard to manage. A suggestion might be to have the appendices and exhibits in their own binder.

- v. For reports or documents of fifty or more pages, do not include a hard copy. Use a sheet that references the electronic version of the document.
- vi. Please submit **two (2) complete hard copies** of your proposal. *Complete* means that it includes all information you may deem proprietary and confidential. In other words, the information deemed proprietary and confidential must not be redacted because then we cannot read it. Send to the following address:

Ms. Laurene Eheman, RFP and Contract Manager
State of Delaware, Statewide Benefits Office
97 Commerce Way, Suite 201
Dover, DE 19904
Phone: (302) 739-8331

2. General Directions for Electronic Copies –

- a. Include a *complete* non-redacted electronic copy of your proposal in a PDF format on its own CD or flash drive. You must scan all the documents; for example, a signed cover letter, the signed Officer's Statement and any exhibits.
- b. You must divide your bid into PDFs of manageable sections for easier readability. We will not accept a bid with one PDF of the entire bid response!
- c. The file names of the documents must be short. Include a short version of your company name but do not include, the reference number of this RFP, the words “State of Delaware” or “Delaware”. Simply use a title of the document; for example, “ABC Co - Minimum Requirements”, “L&C - Appendix A – Performance Guarantees”, or “John’s Mgt Co - Exhibit 1 – John Doe’s Resume”.
- d. The following documents are to ALSO be included in Word or Excel:
 - 1. Minimum Requirements
 - 2. Questionnaire
 - 3. Appendix A, *Network Provider Analysis*
 - 4. Appendix K, *GeoAccess Analysis*
- e. Please label the CD or flash drive with your company name and carefully package it for shipping.

3. Confidential Information, Generally –

Confidential and proprietary information identified in the attorney’s letter and redacted from the vendor’s proposal will be treated as confidential during the evaluation process.

4. Directions for Confidential and Proprietary Submission, if any –

In order to preserve the confidential and proprietary status of the appropriately designated portion of your bid, your bid must be submitted as follows: Submit one (1) electronic pdf copy that contains a letter from the Vendor’s legal counsel describing the information in the attached documents (pages from the bid response) and representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002. The letter must briefly state the reason(s) that the information meets the said definitions. The single pdf would have the signed letter and each page of the bid response with that information behind it in the order stated in the letter so that the State can identify the information without having to look through the entire bid response. For large sections or appendices, please submit a sheet that identifies the material, not the multitude of pages. For example, “Appendix C – *GeoAccess Report*”.

5. Directions for the Redacted Electronic Copy¹³, if applicable –

- a. Any information you deem confidential and proprietary as identified in the attorney’s letter must be redacted. The State is not responsible for incorrect redactions or reviewing your submission to determine whether or not the information asserted as confidential and proprietary is redacted. Mistakes in redactions are the sole responsibility of the bidder.
- b. Redaction Method - You must use a software program that has a redaction feature, such as Adobe. If you simply use a black highlight, the text can still be seen on a hard copy and it can be reversed in a Word version.
- c. PDF - A *complete* electronic copy is needed with the redacted materials in a PDF format. We need this separate complete electronic copy to use for FOIA requests. You must scan all the documents as directed above in the *General Directions for Electronic Copies* above. For large sections or appendices, please submit a sheet that identifies the material, not pages of black redactions. For example, “Appendix C – *Disaster Recovery Plan* – is confidential and proprietary and is not public record as defined by FOIA at 29 Del. C. § 10002(d)”.

6. Questions and Summary –

The person who is putting together the hard and electronic copies is welcome to, and encouraged to, contact Ms. Laurene Eheman directly by phone at 302-760-7060 to discuss the requirements and ask questions.

¹³ A redacted hard copy is not required.

Summary	Hard Copies	Electronic Copies on one CD or Flash Drive
Confidential and Proprietary Information, <u>if any</u> : The attorney’s cover letter along with one set of <u>only</u> the non-redacted pages that match the information listed in the attorney’s cover letter - not the complete bid.	0	Scanned as one PDF document
Complete bid <u>with</u> redacted sections	0	Only PDF versions with “redacted” in the file name and in one electronic folder
Complete bid <u>without</u> redacted sections	2	PDFs of the entire bid and Word and Excel versions of the sections and appendices as listed in Section 2.d above.

7. Follow-Up Responses and Finalist Presentations

- a. 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 and proprietary determination, you must submit a redacted electronic version of the document(s).**
- b. Follow-Ups – Via email, you will be asked for a non-redacted electronic response. SBO will print the required number of hard copies for you (unless they are voluminous and in that event the email will contain a request for the hard copies).
- c. Finalist Presentation – You will be asked for a non-redacted electronic copy that includes PDFs of any supplemental materials or handouts.
- d. If there is a new type of information that was not included in your original bid and you deem it confidential and proprietary, you must include the required attorney’s letter.

8. Proposal Submission Date – Both hard and electronic copies of your complete proposal must be received at the above address no later than **1:00 p.m. ET (local time) on Friday, January 31, 2020**. Electronic copies cannot be transmitted via email by the deadline with hard copies to arrive before, on, or after the due date. If the office is closed on the bid due date due to weather or other emergency, the due date and time cannot be pushed forward one day. Any proposal received after this date and time shall not be considered and will be returned to the proposing firm unopened. The proposing firm bears the risk of delays in delivery.

9. **Proposal Opening** – To document compliance with the deadline, the proposals will be date and time stamped upon receipt. Proposals will be opened only in the presence of State of Delaware personnel. 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 list will be posted on www.bids.delaware.gov. Proposals become the property of the State of Delaware at the proposal submission deadline. The contents of any proposal shall not be disclosed or made available to competing entities during the negotiation process.
10. **Officer Certification** – All vendors participating in this RFP will be required to have a company officer attest to compliance with RFP specifications and the accuracy of all responses provided. Please fill out the *Officer Certification Form*, Appendix D, and include it in your bid package.
11. **Vendor Errors/Omissions** – The SEBC will not be responsible for errors or omissions made in your proposal. You will be permitted to submit only one proposal. You may not revise submitted proposals by substituting pages or information after the applicable deadline.
12. **Modifications to Submitted Proposal** – Changes, amendments or modifications to proposals shall not be accepted or considered after the time and date specified as the deadline for submission of proposals. However, vendors may modify or withdraw its complete proposal by written request, provided that both proposal and request is received by Ms. Laurene Eheman **prior** to the proposal due date and time. Pages for substitution will not be accepted or allowed. The proposal may be re-submitted in accordance with the proposal due date in order to be considered. For example, the box is received on the Wednesday before the Friday deadline. Since the box remains unopened it can be removed by the bidder up until the deadline and substituted with a sealed box containing the revised proposal.
13. **General Modifications to RFP** – The SEBC reserves the right to issue amendments or change the timelines to this RFP. All firms who submitted an Intent to Bid notice will be notified in writing via e-mail of any modifications made by the SEBC to this RFP. If it becomes necessary to revise any part of the RFP, an addendum will be emailed to all vendors who submitted an Intent to Bid and it will also be posted on the State of Delaware’s website at www.bids.delaware.gov.
14. **Proposal Clarification** – The SEBC may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications (known as “follow-ups”) will be requested in writing and the vendor’s responses will become part of the proposal.
15. **References** – The SEBC 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, if applicable to the scope of work or services in this RFP, 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 the State of Delaware personnel for these visits.

16. **Time for Acceptance of Proposal** – The bidder agrees to be bound by its proposal for a period of at least 180 days, during which time the State may request clarification or corrections of the proposal for the purpose of the evaluation. The State reserves the right to ask for an extension of time if needed.
17. **Incurred Costs** – This RFP does not commit the SEBC to pay any costs incurred in the preparation of a proposal in response to this request and vendor/bidder agrees that all costs incurred in developing its proposal are the vendor/bidder's responsibility. The State shall bear no responsibility or increased obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.
18. **Basis of Cost Proposal** – Your proposal must be based on your estimated cost of all expenses for the services and funding arrangements requested.
19. **Certification of Independent Price Determination** – By submission of a proposal, the proposing firm certifies that the premium rates or fees submitted in response to the RFP have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other proposing firm or competitor relating to those premium rates or fees, the intention to submit a proposal, or the methods or factors used to calculate the fees or premium rates proposed. Please fill out the *State of Delaware Non-Collusion Statement*, Appendix C, and include it in your bid package.
20. **Improper Consideration** – Bidder shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees, retirees or agent of the SEBC in an attempt to secure favorable treatment or consideration regarding the award of this proposal.
21. **Representation Regarding Contingent Fees** – If it is your business practice to engage services from any person or agency to secure or execute any of the services outlined in this RFP, any commissions and percentage, contingent, brokerage, service, or finder's fees must be included in your proposed rates. The SEBC will not pay any separate brokerage fees for securing or executing any of the services outlined in this RFP. **Therefore, all proposed fees must be net of commissions and percentage, contingent, brokerage, service or finders' fees.**
22. **Confidentiality** – All information you receive pursuant to this RFP is confidential and you may not use it for any other purpose other than preparation of your proposal.
23. **Solicitation of State Employees** – Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware 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 the vendor, without prior written approval of the State's contracting officer. Solicitation of State of Delaware 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 of Delaware employee who has initiated contact with the vendor. However, State of Delaware 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.

24. **Consultants and Legal Counsel** – The SEBC may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the consultant or legal counsel on any matter related to this RFP unless written permission and direction is provided.
25. **Contact with State Employees** – Unless expressly requested to contact another State employee or SBO's consulting firm, direct contact with State of Delaware employees regarding this RFP other than the designated contact, Ms. Laurene Eheman, is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business with the State who require contact in the normal course of doing that business.
26. **Organizations Ineligible to Bid** – Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.
27. **Exclusions** – The PRC 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 contractor;
 - 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:
 - i. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

- ii. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- iii. Has violated ethical standards set out in law or regulation; and
- iv. 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.

III. Minimum Requirements

The minimum requirements are mandatory.

Failure to meet any minimum requirements may result in disqualification of the proposal submitted by your organization. Please review Section II.A., Proposal Response Requirements for additional guidelines.

Instructions:

!!! IMPORTANT !!!

- A. **Clear and Succinct** – Whenever applicable, you must clearly and succinctly indicate how your standard procedures would be modified in order to accommodate any specific requirements of the State that deviate from your standard procedures.
- B. **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.
- C. **Respond to Each Question** –
- If a question is repeated in multiple sections and your answer is the same, please 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 believe the item does not apply and provide a reason why! Otherwise, we will need to ask you to reply in a follow-up question.
- D. **Incumbents** – If your organization is a current vendor, you must reply with a full explanation to every question since the review committee may not be familiar with the current contract or your services.
- E. **Best and Final Offer** - Best and final rates may not be requested after your bid submission. Please provide your best and final rates or offer with your initial proposal.
- F. **Legal Section** – In lieu of attaching the State’s template contract, the stipulations in the Legal section are terms that will be in the contract with the winning bidder. **Therefore, each term should be reviewed by an attorney for a response.** The State cannot “pre-negotiate” a

contract with each bidder, therefore if there are suggested changes by the vendor and the State does not respond that does not infer acceptance by the State. (The checkbox format does not work, so please bold the selection.)

- G. **Numbering** – Please do not change the numbering of a question, even if there is an error in the sequence or a duplication.
- H. **Checkboxes and Long Responses** – In some sections there is a checkbox format. It does not work, so please bold the selection. If the response is more than a few sentences long, please insert your response below the question and not in the third column so that the electronic and hard copy document is more manageable. Use your best judgment for easy readability.

INTRODUCTION

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.

1.0 Core Capabilities and Experience

#	Minimum Requirement	Response
1.01	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 determination of the length of time an entity has provided these services will be based upon the initial date the entity established a contractual relationship to provide such services. The proposing organization must provide sufficient detail to demonstrate it has experience in working with employee assistance programs similar in size and complexity. Because more detailed questions follow, please provide <u>only a broad outline</u> here of the organization’s years of experience and qualifications listed in the Scope of Services	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
1.02	Please confirm that your company will provide the benefit plan design, including provider credentialing and provider quality assurance benchmarks, as set forth in Section I.C. Scope of Services and Section III. Minimum Requirements.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
1.03	<p>As an exhibit, please provide a complete list and description of the work-life services or programs that your organization administers that meet the requirements listed in Section I.C. Scope of Services and Section III. Minimum Requirements. (Some may be duplicated in both sections.)</p> <p>Please state whether or not the programs and services are included in your PEPM. If not, the cost needs to be listed on Appendix B, <i>Fee Quote</i>.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
1.04	<p>Your company must have proven ability to perform the services described in this RFP. Of your company's current clients, please list three (3) references that closely match the following criteria:</p> <ul style="list-style-type: none"> A. An excess of 30,000 eligible lives, B. Annually, at least 1,500 participants utilizing Work/Life services either by phone or in person but not including website visitors, C. Annually, at least 250 on-site training hours, and D. Annually, at least 500 supervisory/human resource support hours. <p>If possible, at least one (1) reference should be a public sector client, though this is not a requirement.</p> <p>Additionally, provide references for three (3) terminated clients and note the date of termination and reason. Terminated clients with similar levels of participation and types of services are preferred but not required.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
References		
<p>Please confirm ALL references (active and terminated) provided in your response include valid contact information (i.e., name, phone number, email address, etc.) and are aware that they will be contacted during the RFP evaluation process. Please note that the consulting firm Willis Towers Watson will be contacting references on the SEBC's behalf.</p> <p>Note: At least three current and three terminated references are required on this section.</p>		<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
1.05 (a)	<p>Please provide three (3) references for current customers. The State of Delaware would prefer at least one public sector customer reference of comparable size; however, this is not required.</p>	
	a. Customer Name	
	Customer Principal Location	
	Total Number of Eligible Lives (employees, dependents, retirees, etc.)	

#	Minimum Requirement	Response
	Total Number of Eligible Lives that accessed the Work/Life services (participants) from July 1, 2018, to June 30, 2019	
	Total Number of On-site Training Hours from July 1, 2018, to June 30, 2019	
	Total Number of Supervisory/Human Resource Support Hours from July 1, 2018, to June 30, 2019	
	Effective Date of Contract	
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
	b. Customer Name	
	Customer Principal Location	
	Total Number of Eligible Lives (employees, dependents, retirees, etc.)	
	Total Number of Eligible Lives that accessed the Work/Life services (participants) from July 1, 2018, to June 30, 2019	
	Total Number of On-site Training Hours from July 1, 2018, to June 30, 2019	
	Total Number of Supervisory/Human Resource Support Hours from July 1, 2018, to June 30, 2019	
	Effective Date of Contract	
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
	c. Customer Name	
	Customer Principal Location	
	Total Number of Eligible Lives (employees, dependents, retirees, etc.)	
	Total Number of Eligible Lives that accessed the Work/Life services (participants) from July 1, 2018, to June 30, 2019	
	Total Number of On-site Training Hours from July 1, 2018, to June 30, 2019	
	Total Number of Supervisory/Human Resource Support Hours from July 1, 2018, to June 30, 2019	
	Effective Date of Contract	

#	Minimum Requirement	Response
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
1.05 (b)	Please provide references for three (3) terminated customers. There are no timing restrictions on how recently the reference and your company terminated the contractual relationship.	
	a. Terminated Customer Name	
	Terminated Customer Principal Location	
	Average Annual Number of Eligible Lives (employees, dependents, retirees, etc.) (during contract period)	
	Average Annual Number of Eligible Lives that accessed the Work/Life services (participants) (during contract period)	
	Average Annual Number of On-site Training Hours (during contract period)	
	Average Annual Number of Supervisory/Human Resource Support Hours (during contract period)	
	Contract Period	
	Date of Termination	
	Reason for Termination	
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
	b. Terminated Customer Name	
	Terminated Customer Principal Location	
	Average Annual Number of Eligible Lives (employees, dependents, retirees, etc.) (during contract period)	
	Average Annual Number of Eligible Lives that accessed the Work/Life services (participants) (during contract period)	
	Average Annual Number of On-site Training Hours (during contract period)	
	Average Annual Number of Supervisory/Human Resource Support Hours (during contract period)	
	Contract Period	
	Date of Termination	
	Reason for Termination	
	Customer Contact Name	
	Job Title	

#	Minimum Requirement	Response
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
	c. Terminated Customer Name	
	Terminated Customer Principal Location	
	Average Annual Number of Eligible Lives (employees, dependents, retirees, etc.) (during contract period)	
	Average Annual Number of Eligible Lives that accessed the Work/Life services (participants) (during contract period)	
	Average Annual Number of On-site Training Hours (during contract period)	
	Average Annual Number of Supervisory/Human Resource Support Hours (during contract period)	
	Contract Period	
	Date of Termination	
	Reason for Termination	
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
1.06	<p>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.</p> <p>Specify whether any of the following account team members would only support one or both coverages.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed, explain</p> <p><input type="checkbox"/> Not confirmed</p>
	<i>Executive Sponsor</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
	<i>Account Executive (Primary Contact for the State)</i>	
	Contact name	
	Title	

#	Minimum Requirement	Response
	Phone number	
	Email address	
	Fax number	
	City/State where this person typically works (even if working remotely away from the organization's office location)	
	Current client load	
	Number of years with organization	
	Number of years in current position	
	Total number of accounts	
	Would this person be designated or dedicated to the State's account? If designated, what percentage of their time would be dedicated to the State of Delaware?	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Please confirm that this individual is, at a minimum, a senior level manager with at least five (5) years' experience providing account management for employee assistance programs, of which three (3) years' experience must have been in providing these services to clients of similar size. Please provide a statement detailing such experience and a resume.	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	<i>Account Manager</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	City/State where this person typically works (even if working remotely away from the organization's office location)	
	Current client load	
	Number of years with organization	
	Number of years in current position	
	Total number of accounts	
	Would this person be designated or dedicated to the State's account? If designated, what percentage of their time would be dedicated to the State of Delaware?	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	<i>Implementation Manager</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Number of years with organization	

#	Minimum Requirement	Response
	Number of years in current position	
	Total number of accounts	
	Confirm this person would be designated to the State's account. What percentage of their time would be dedicated to the State of Delaware during implementation?	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Confirm that the implementation manager will have successfully managed at least five (5) prior implementations which included the requested scope of services within this RFP.	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	<i>Member Services Supervisor</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
	<i>Other Important Role(s)</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
1.07	Verify that the primary contact and/or lead personnel assigned to the EAP transition/implementation team and account management team will attend the vendor interviews, if you are invited to participate (see Section I.D. Timeline/Deadlines for additional details).	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
1.08	Please provide access information (username and password) to an on-line demonstration site for the member-facing website. If selected as a finalist, during the finalists' presentation you will be required to provide a demonstration of your member-facing online tools, portal and resources.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
1.09	Please confirm you are willing to establish a hyperlink between your website and the State's intranet.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

2.0 Benefit Administration

#	Minimum Requirement	Response
2.01	For the purposes of a referral to a provider in the State's health plan, please confirm that your company will verify eligibility information by obtaining a copy of the individual's health plan member ID card. The State will not provide an electronic enrollment or eligibility file.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.02	Confirm that your organization has a business model for providing a network of clinicians and licensed professional counselors in order to provide one-on-one counseling sessions. (A description is requested in the Questionnaire section.)	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.03	Confirm that your organization has a network of licensed professional counselors throughout the State of Delaware. (A Network Provider Analysis is requested in Appendix A, and a GeoAccess report is requested in Appendix K.) If not, please provide an implementation plan to establish a network by the contract effective date, July 1, 2020, that includes the target number, location, and categories of the providers.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.04	Please confirm that you have filled out Appendix A, <i>Network Provider Analysis</i> , and included it in your bid package.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.05	Confirm that your organization will work on expanding your network in Sussex county.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.06	Please confirm that you have filled out Appendix K, <i>GeoAccess Analysis</i> , and included it in your bid package along with the back-up reports for your GeoAccess analysis.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.07	Please confirm that your company will provide regular information concerning new products in the marketplace and advice concerning potential changes to the plan design.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.08	Please confirm that the State maintains flexibility to edit/approve all communication materials.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.09	Please confirm that your organization will provide articles and other communications at a frequency determined by the State for inclusion in various State electronic newsletters and on websites.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.10	Please confirm that your organization will provide on-site representation at Health Fairs in April each year. As of the date of this RFP, three Health Fairs are planned during the same week; one in each county. While the State does not plan to hold educational meetings for May 2020, the State reserves the right to make adjustments to the Open Enrollment on-site activities that require vendor participation. (Travel time and costs for all on-site training, health fairs, and administrative meetings must be included in your PEPM quote.)	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
2.11	Please confirm your organization will provide separate support and assistance as needed and requested to the University of Delaware in connection with the May 2020 Open Enrollment period. Ongoing support will be requested as needed and required.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.12	Please confirm your organization will conduct customer service surveys and report results on a semi-annual basis. If you have a sample of a customer service survey, please provide a copy as an exhibit.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.13	Please confirm that you will provide a toll-free telephone line, available 7 days per week, 24-hours per day.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.14	Please confirm that calls made by the State or their employees/family members will be returned the same day.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.15	Please confirm there are no busy signals on the toll-free line.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.16	Please confirm the number of service centers that will be involved in taking calls from the State. Please indicate where each service center is located.	<i>Pick one of the following)</i> <input type="checkbox"/> Confirmed, provide location(s) of service center(s) <input type="checkbox"/> Not confirmed, explain
2.17	Please confirm which languages are supported by your call centers.	<i>Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.18	Please confirm if there is a designated team that will take the State's calls.	<i>Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.19	Please confirm the number of clinicians who are on the team that will take the State's calls.	<i>Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.20	Please confirm there are specific procedures to handle emergency calls during and after hours and specific procedures to handle threats of violence.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.21	Please confirm only clinicians should make referrals, basing their decision on the caller's identified needs and an assessment. Triage clinicians will be completely trained on the State's medical benefits and other related programs.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.22	Please confirm you can provide supervisory referrals.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.23	<u>Reporting – Please confirm that at no cost to the State:</u>	
	a. Your organization can provide the reports listed in the Attachment, Master Report List. Which reports are available on-line? As an exhibit, please provide a sample of your standard management reports.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
	b. Your organization can provide ad hoc reports as requested. As an exhibit, please provide a sample of a type of ad hoc report that was produced for a client. If there is a fee for such reports, please list on Appendix B, <i>Fee Quote</i> .	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	c. Please 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	d. Please confirm that you will meet with the State on at least a quarterly basis noting your company performance according to the performance guarantees in place and to review plan participation. One meeting per year must be on-site.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.24	Please confirm you can report open and closed cases by type of problem.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.25	Please confirm you can report the average number of face-to-face sessions utilized.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.26	Please confirm you can report on both a current time period and YTD basis.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.27	Please confirm you can provide BOB and peer group comparisons on all reporting.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.28	Please confirm follow-up will be provided on 100% of cases.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.29	Please confirm you will monitor patient participation in aftercare treatment plans for substance abuse for up to one year on cases that originate with the EAP.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.30	Please confirm you can report on EAP case and work/life case utilization separately so as not to inflate total utilization.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.31	Please confirm you can report on the number of hits to your website.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.32	Please confirm you can report on the number of Critical Incident Stress Management Services (CISM).	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.33	Please confirm you will provide an annual report on the measurement of the impact of EAP program.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
2.34	Please confirm that you can provide support for designing policies related to the EAP (i.e., violence in the workplace, drug-free workplace and mandatory referrals).	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.35	Please confirm that your company will maintain the confidentiality of all shared employee data in accordance with applicable federal, state and local regulations.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

3.0 Implementation

#	Minimum Requirement	Response
<i>For Non-Incumbent Vendors Only</i>		
3.01	The effective date of the contract awarded under this RFP will be July 1, 2020. It is anticipated that the award will be made in mid-April, 2020. Please confirm that if you are awarded the contract no later than May 1, 2020, you would be able to successfully implement the program for a July 1, 2020, effective date.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.02	Please 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.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.03	Please confirm that you have provided, as an exhibit, a detailed implementation schedule, noting that SBO personnel will be unable to provide support, or minimal support, during the month of May due to Open Enrollment.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

4.0 Financial

#	Minimum Requirement	Response
4.01	Please confirm that all rates or costs to administer the program are included in your pricing terms quoted in Appendix B, <i>Fee Quote</i> . This includes fees for any optional services you provide that were not requested by the State but are included within your bid response. If a fee is not included with your response for a service or product, it will be assumed there is no fee, whether or not a question reminds you to include any applicable fee.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.02	Please confirm that your proposed rates outlined within Appendix B, <i>Fee Quote</i> are guaranteed and provide quotes for three (3) contract years (beginning July 1, 2020 through June 30, 2023) plus rate caps expressed in a percentage for optional one-year periods that may be exercised at the discretion of the SEBC effective July 1, 2023 and July 1, 2024. (The rate cap cannot be cumulative. For example, if you quote 3% each year and raise the rates 1% in Year 4, you cannot raise the rates 5% in Year 5.) The State will have the option to renew the contract annually following the initial three-year contract period.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
4.03	If you are selected as the winning bidder, please confirm that you would not require payment of any start-up costs from the State prior to the effective date of the program.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.04	Please confirm that you will accept payment from a monthly invoice created by the State with the employee count from Highmark Delaware's and Aetna's monthly enrollment reports from the previous month. Electronic eligibility files will not be provided and the State cannot pay for services that have not yet been rendered.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.05	Please confirm that your organization agrees that if in the normal course of business, it, or any other organization with which the Bidder 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.06	Please 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

5.0 Legal¹⁴

#	Minimum Requirement	Response
5.01	<u>Non-Solicitation of Program Participants:</u> Please confirm that your organization will not use the names, home addresses or any other information obtained about participants of the program for the purpose of 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.02	<u>Offshoring:</u> Please confirm your acceptance that an activity central to the Scope of Services cannot take place at a physical location outside of the United States. Only support activities may be performed at satellite facilities such as a foreign office or division. Subcontractors are also subject to this provision.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.03	<u>Persons Substantially Involved in Contracting Activities:</u> Please confirm 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.04	<u>Delaware Business License:</u> Please state whether your company is appropriately licensed to do business in the State of Delaware and provide a copy of the license, or, confirm that prior to the execution of a contract, you would initiate the	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

¹⁴ In lieu of attaching the State's template contract, the stipulations in the Legal section are terms that will be in the contract with the winning bidder. Therefore, each term should be reviewed by an attorney for a response. The State cannot "pre-negotiate" a contract with each bidder, therefore if there are suggested changes by the vendor and the State does not respond that does not infer acceptance by the State.

#	Minimum Requirement	Response
	process of an application. Confirm your understanding that work cannot begin until your organization has a valid State of Delaware business license.	
5.05	<p><u>Negligent Performance:</u> Please confirm that your organization 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 this 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 this contract.</p> <p>Contractor shall be responsible for providing liability insurance for its personnel.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.06	<p><u>Subcontractors – Not Employees of the State of Delaware:</u> Please confirm that your organization and any subcontractors, agents or employees employed by you shall not, under any circumstances, be considered employees of the State and they shall not be entitled to any of the benefits or rights afforded employees of the State.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.07	<p><u>Workers’ Compensation Claims:</u> Please confirm that your organization is operating as an independent contractor and shall maintain insurance that 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 this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.08	<p><u>Insurance Coverage:</u> If the contractual service requires the transportation of State employees, the vendor shall secure at its own expense the following coverage;</p> <ul style="list-style-type: none"> i. Automotive Liability (Bodily Injury) \$100,000/\$300,000. ii. Automotive Property Damage (to others) \$25,000. <p>Additionally, the successful vendor must carry the following coverage:</p> <ul style="list-style-type: none"> a. Comprehensive General Liability \$1,000,000 per person / \$3,000,000 per occurrence and/or b. Professional Liability \$1,000,000 per person / \$3,000,000 per occurrence and/or c. Miscellaneous Errors and Omissions (E&O) \$1,000,000 per person / \$3,000,000 per occurrence. <p>If you believe that a type of coverage would not apply to your service, please explain.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	<p>If awarded the contract:</p> <ul style="list-style-type: none"> a. Vendor shall provide 45 days written notice of cancellation or material change of any policies. b. Vendor shall provide a copy of the insurance certificate renewals within 30 days of renewal. c. the State of Delaware shall NOT be named as an additional insured. <p>As an exhibit, please provide a copy of your certificate of insurance with the appropriate types and coverage levels. If you do not have the coverage and are awarded the contract, please confirm your understanding that you must provide a copy of your certificate of insurance before any work is done pursuant to the terms in the RFP and resulting contract.</p>	
5.09	<p><u>Non-Solicitation of State Employees:</u> Please confirm that upon termination of a contract your organization will not solicit any State employee for any services or products without the explicit written permission of the State.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.10	<p><u>Non-Assignment:</u> Please confirm your understanding that any of the functions to be performed under a contract, if awarded, shall not be assigned by either party to another party, absent advance notice to the other party, and written consent to said assignment, which consent shall not be unreasonably withheld. In the event either party shall not agree to an assignment by the other party, then the contract shall terminate upon the effective date of said assignment.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.11	<p><u>Indemnification:</u></p> <ul style="list-style-type: none"> a. Please confirm your organization’s acceptance of the following indemnity paragraphs. For your response, if you do not accept this indemnity paragraph as written, you must provide a redline of suggested changes. Be advised that the State cannot agree to major changes. <p>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 as to (A) or (B) that (i) vendor shall have been notified in writing by the State of any notice of such claim; and (ii) vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	<p>The State shall not indemnify the Vendor in the contract awarded under this RFP or any related contract. Vendor shall not request the State to indemnify or provide quasi-indemnification under any contract. An example of an unacceptable quasi-indemnification provision is:</p> <p>The State asserting it is without legal authority to agree to such indemnification, acknowledge that Vendor, on behalf of itself and any affiliate, reserves such rights as it may have to obtain reasonable compensation from the State, against any loss, damage, costs of suit or other expenses resulting from the improper use or disclosure of data or any breach of this Agreement by State.</p> <p>b. (This paragraph is not a duplicate – see bolded phrase.) Please confirm your organization’s acceptance. For your response, if you do not accept this indemnity paragraph as written, you must provide a redline of suggested changes. Be advised that the State agree to major changes.</p> <p>Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, including any claims or expenses with respect to the resolution of any data security breaches/ or incidents, 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 as to (A) or (B) that (i) vendor shall have been notified in writing by the State of any notice of such claim; and (ii) vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.</p>	
5.12	<p><u>Contract Termination</u> – Please confirm your organization’s agreement that:</p> <p>a. The contract may be terminated for convenience by the successful firm with 180 days written notice to the State.</p> <p>b. The vendor can terminate the contract for cause with written notice to the State of no less than 180 days.</p> <p>c. The State can terminate the contract for cause with written notice to the vendor of no less than thirty (30) days. The State anticipates the vendor will be given the opportunity to cure any default in performance well in advance of a notice of termination.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p> <p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p> <p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
5.13	<p><u>Non-Discrimination</u>:</p> <p>If your company is awarded the contract, please confirm your agreement that performing the services subject to this RFP, as set forth in 19 Del. C. § 710, you will not discriminate against any employee or</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	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.	
5.14	<u>Entire Agreement:</u> Please confirm your organization's acceptance: The RFP and the executed Contract between the State and the successful organization will constitute the Contract between the State and the organization. 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, State of Delaware's RFP. No other documents, including your bid response, will be considered. These documents contain the entire agreement between the State and the organization.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.15	<u>Use of the State's Name in Advertising or Sales Materials:</u> Please 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.16	<u>Background Check Provisions:</u> If your company is awarded the contract, please confirm your understanding that 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.17	<u>Laws of the State of Delaware:</u> Please confirm your acceptance that in the event of any dispute under a contract, you consent to jurisdiction and venue in the State of Delaware and that the laws of the State of Delaware shall apply to the contract except where Federal law has precedence.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.18	<u>State's Right to Pre-Approve Releases about this Solicitation:</u> Please confirm your acceptance that the State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, if awarded, 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 of Delaware.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.19	<u>Account Management Team Selection:</u> The State acknowledges that a contractor has the right to exercise full control over the employment direction, compensation and discharge of	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed

#	Minimum Requirement	Response
	all persons employed by the contractor in the performance of services for their clients. However, please 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.	<input type="checkbox"/> Not confirmed, explain
5.20	<u>Pending Litigation:</u> Please confirm that, if awarded the contract, your organization will provide a written report no later than forty-five (45) days following the close of each quarter which shall describe any judgment or settlement or pending litigation involving Contractor that could result in judgments or settlements in excess of One Hundred Thousand Dollars (\$100,000). Alternatively, if your company is publicly traded, please provide the website of the SEC 10-Q and 10-K filing.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.21	<u>Compliance with Laws:</u> a. Please confirm that your company complies with all federal, state and local laws applicable to its activities and obligations including: <ol style="list-style-type: none"> a. the laws of the State of Delaware; b. the applicable portion of the Federal Civil Rights Act of 1964; 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; and 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. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). g. Electronic Data Interchange (EDI) Rule. h. Privacy laws. <p>If awarded the contract, your organization will keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws during its performance of the work. If your organization fails to comply with (a) through (e) of this paragraph, the State reserves the right to terminate the contract or consider the Contractor in default.</p>	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.22	<u>Payment of Expenses, Costs or Fees:</u> Please confirm your acceptance that all expenses incurred in the performance of the services, including communications and administration, are to be paid by Contractor.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.23	<u>State as a Sovereign Entity:</u> Please 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 this Agreement.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
5.24	<p><u>ACH Payment Processing:</u> Please 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.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
5.25	<p><u>Non-Appropriation of Funds:</u> Please confirm your understanding and acceptance that the validity and enforcement of a contract is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the State may immediately terminate the contract, 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.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p>Not confirmed, explain</p>
5.26	<p><u>Vendor Invoices:</u> Please confirm your organization’s acceptance: The payment of an invoice for administration fees by the SEBC shall not prejudice the SEBC’s right to object or question any invoice or matter in relation thereto. Such payment by the SEBC 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 SEBC, based on audits, to not constitute allowable costs. Any payment shall be reduced for overpayment, or increased for underpayment on subsequent invoices.</p> <p>Contractor shall submit monthly invoices to the State in sufficient detail to support the services provided during the previous month. The State agrees to pay those invoices within thirty (30) days of receipt. In the event the State disputes a portion of an invoice, the State agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of the State’s position on the disputed portion of the invoice within thirty (30) days of receipt. The State’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 Contractor to charge interest on the overdue portion at the rate of 0.5% per month.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p>Not confirmed, explain</p>
5.27	<p><u>Non-Collusion Statement:</u> Please confirm you have filled out the <i>State of Delaware Non-Collusion Statement Form</i>, Appendix C, and included it in your bid package.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
5.28	<p><u>Performance Guarantees:</u> If awarded the contract, please confirm your organization’s willingness to enter into performance guarantees. Please follow the instructions in Appendix I and include the completed <i>Performance</i></p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	<p><i>Guarantees</i> form in your bid package. If your offer does not receive a clarifying question or any other response from the State, it does not infer acceptance. The State reserves the right to negotiate both financial and non-financial performance guarantees with the selected vendor.</p>	
5.29	<p><u>Officer Certification Form:</u> Please confirm you have filled out the <i>Officer Certification Form</i>, Appendix D, and included it in your bid package.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.30	<p><u>Subcontractors – Subject to all Contract Terms:</u> The State requires your organization to confirm that all services identified in your proposal are provided solely by your organization and identify any services that may be provided by a subcontractor – including technology platforms. Other examples are graphics, mailing, and printing services. A subcontractor is any company that is under direct contract to perform services for the State’s account. Consequently, an example of a business that would provide services on the State’s account but is not a subcontractor is the United States Postal Service. Subcontractors are subject to all the terms and conditions of the RFP and the SEBC reserves the right to approve any and all subcontractors. If a subcontractor(s) is involved, note in your response to this question and complete Appendix F, <i>Subcontractor Information Form</i>, included herein for each subcontractor. The company OSD classification information is for self-identification only. Each vendor is required to submit the forms for their subcontractors.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.31	<p><u>Employing Delawareans Report:</u> Please confirm you have filled out the <i>Employing Delawareans Report</i>, Appendix G, and included it in your bid package. (The number of Delawareans employed by your organization are not taken into consideration during the evaluation or scoring of your bid.)</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.32	<p><u>Financial Ratings Form:</u> Please confirm you have filled out the <i>Financial Ratings Form</i>, Appendix H, and included it in your bid package.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.33	<p><u>Business Associate Agreement:</u> <i>Non-Incumbents Only</i> - Please confirm you will enter into the agreement, Appendix J. If you have suggested changes, please provide the document with redlines. However, please be advised that the State will not consider major changes. If you assert that a BAA does not apply to the service or product you would be providing, please provide the reason and the regulation or citation.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.34	<p><u>Changes/Modifications to the Agreement:</u></p> <p>a. Please confirm your organization’s agreement with the State’s right to modify the benefit design for the program during the contract period with reasonable notice and if permissible under State and federal laws.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	<p>b. Please confirm your willingness to supply the State with renewal information and/or contract amendments at least 180 days prior to renewal.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
	<p>c. Please confirm that significant changes that could negatively impact employees/participants may only take effect annually on the anniversary of the plan effective date or as permissible under State and federal law. Such changes must be communicated in writing with a sixty (60) days' written notice to employees and ninety (90) days' notice to the Statewide Benefits Office.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
5.35	<p><u>Confidential and Proprietary Information, If Any:</u> State whether or not you are providing any information you declare to be confidential or proprietary for the purpose of exclusion from the public record under 29 Del. C. ch. 100, Delaware Freedom of Information Act. If so, you must follow the directions for submission in the <i>Confidentiality of Documents</i> and <i>Submission of Proposal</i> sections.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
5.36	<p><u>Responsibility for Redaction:</u> Please confirm your understanding and acceptance that the State is not responsible for incorrect redactions or reviewing your submission to determine whether or not any information asserted as confidential and proprietary is redacted. Mistakes in redactions are the sole responsibility of the bidder.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>

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

D. Checkboxes and Long Responses – The checkbox format does not work, so please bold the selection. If the response is more than a few sentences long, please insert your response below the question and not in the third column so that the electronic and hard copy document is more manageable. Use your best judgment for easy readability.

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1.0 Organization Experience and Account Management

#	Question	Response
1.01	Please provide a brief history of your organization including founding date and ownership structure. Include a summary of your status with respect to any past (within the last five (5) years), current, or prospective mergers and acquisitions. In addition, please describe your strategy towards growth and any immediate plans for	

#	Question	Response
	expansion both nationally and in the State of Delaware's markets (if applicable). Indicate the number of years as an external EAP vendor.	
1.02	Referring to Minimum Requirement #1.03, as an exhibit, please describe your organization's experience, including the number of years of experience, with providing the scope of services outlined in Sections I.B. Proposal Objectives and I.C. Scope of Services, for plan sponsors of a size comparable to the State of Delaware. If your clients do not have plan sponsors of a size comparable to the State of Delaware, please respond based on your largest clients, and note their size (in covered lives). Please differentiate between those services which are provided by your employees and those provided by sub-contractors.	
1.03	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.	
1.04	Describe any legal issues, conflicts of interest, or constraints that could conceivably affect with the services provided to the State.	
1.05	What is your current staffing and professional qualifications of key operations and program administration personnel who would be supporting the State? List the total number of full-time and contract employees.	
1.06	Of the employees listed from the prior question above, how many would be <i>dedicated</i> to the State of Delaware account? How many would be <i>designated</i> ?	
1.07	Specify whether the account executive assigned to the State of Delaware account will have both administrative and clinical responsibilities and where that person is based.	
1.08	What is the size of your current book of business for EAP services, by number of covered lives and by total number of clients?	
1.09	What percent of your book of business (by number of covered lives) would the State of Delaware represent among your other customers? Of the covered lives, what is the number or percentage of Work/Life program participants?	

2.0 Service Delivery

#	Question	Response
2.01	What is your organization’s book of business utilization rate, and resolution rate, for a 5-session model? What is the percentage of participants that utilize clinical services beyond five (5) sessions? Also, explain how those services beyond the five (5) sessions are typically provided.	
2.02	Describe the various methods of contact available to an employee/covered individual (phone, email, secure web portal messaging, text message, through an app, etc.) for both your EAP and work/life services. Please indicate whether the intake staff makes the initial counseling appointment for the participant, warm transfers the member to counselor's office or if they offer a list of available counselors for the member to choose from.	
2.03	Describe in detail the process from the time a covered individual calls with a problem until a referral for treatment is completed.	
2.04	How do you promote employee awareness of EAP services? Provide copies of your communication materials as attachments to your proposal.	
2.05	In an exhibit, please describe your initial recommendations and an action plan to the State for a member communication and engagement “relaunch” strategy that will drive meaningful incremental engagement in the State’s EAP. Please include examples of key themes/messages, recommended communication modalities (i.e., print, online, at health fairs, etc.), types of communications (i.e., posters, wallet cards, videos, etc.), and frequency of communications to members. Also, describe the level of support/involvement required from the State.	
2.06	Attach as an exhibit a listing of all the workshops and training available to your clients. Please describe examples of wellness workshops and training you have provided to clients and the result. Can any of these be customized for the State?	
2.07	Please describe any EAP affiliates and referral resources currently in place that you offer to customers (e.g., an autism support program). What criteria are used in selection, evaluation and quality control of these? Please specify any additional fees for these resources in your response to Appendix B.	
2.08	Please describe the minimum qualifications of staff who answer calls on your 24-hour line. Please indicate the average experience of staff answering calls during business hours. After hours? If there are different qualifications for the staff who answer calls for your EAP program and for your work/life program, please describe.	

#	Question	Response
2.09	Regarding the means of access, i.e., toll-free number and hours of operation, please specify whether calls are answered by clerical staff or clinicians and indicate any degree of automation (i.e., voicemail). If calls are answered by clerical staff, indicate whether a clinician is present on-site and their hours of availability. What is the callback mechanism when a clinician is not present?	
2.10	What is your “time to answer” standard for the 24-hour line, and how do you monitor this?	
2.11	Where would staff members answering the 800 line be physically located?	
2.12	For the team that will take the State’s calls, how many clients do they currently provide services to, what is the total number of employee lives, and what is the team’s average case load (# of cases per team member)?	
2.13	What language(s) does your website support?	
2.14	Describe your process for matching a plan participant with the most appropriate type of provider within your network of participating clinicians and licensed counselors. In your description, please include how your triage clinicians would ensure plan participants are matched to a provider that also participates in the member’s medical network (i.e., Aetna or Highmark).	
2.15	Describe your procedures for providing consultation to managers and supervisors who request help with an employee problem. How will information be handled when it involves serious job infractions or illegal activity?	
2.16	Please describe follow-up counseling and continued care monitoring for clients post chemical dependency and/or psychiatric treatment, including work re-entry programs.	
2.17	How do you follow up with patients who do not schedule or keep scheduled appointments?	
2.18	Coordination Project (see Section I.C. Scope of Services for a full description) - Please describe your experience with collaborating with a plan sponsor’s medical plans, care or condition management programs, and disability programs to facilitate referrals into the EAP? How have you collaborated with disability and health insurance vendors to drive additional referrals into the EAP? Do you have experience working with The Hartford, Highmark Delaware, and/or Aetna?	
2.19	For the Coordination Project, please provide a detailed implementation plan that captures the goals of the plan and with deliverable dates based on an effective date of July 1, 2020. Note: Engagement with SBO will be minimal during the month of May.	

#	Question	Response
2.20	Please describe your experience with developing and executing on a tailored communication strategy for targeted clinical conditions or health concerns (e.g., depression, stress management).	
2.21	<p>On-Site Training:</p> <ul style="list-style-type: none"> a. How soon must an agency give notice of a cancellation before the scheduled date and time? b. If the cancellation notice is provided late, is there a charge to the sponsoring agency? If so, how much? c. Is there a charge to the sponsoring agency if a training has less than ten attendees whether or not the training is cancelled at the scheduled start date and time? <p>Please confirm that the number of hours of a training cancelled in a timely manner will not be charged against the contract.</p>	
2.22	What are your capabilities around Fitness for Duty examinations? Is this included in the EAP/Work Life fee or is it a separate charge? Please ensure all fees are documented in your response to Appendix B, <i>Fee Quote</i> .	
2.23	Describe your organization’s offerings of computerized cognitive behavioral therapy (cCBT) programs. Include in your response the types of cCBT programs available (i.e., depression, anxiety, pain, substance abuse, etc.) and book of business utilization.	
2.24	Describe any work/life concierge/convenience services included in your proposal to the State (i.e., planning vacations, wedding planning, finding pet sitters, etc.). Explain how these services can be beneficial to employers.	
2.25	Describe the Work/Life services included in your proposal to the State under each category below.	
	a. Child care and Eldercare (standard and enhanced programs)	
	b. Special needs (Autism, ADD/ADHD)	
	c. Workplace safety and productivity	
	d. Cancer and chronic illness support	
	e. Benefit coordination and advocacy	
	f. Identity theft	
	g. Pet care	
	h. Relocation	
i. Others not listed above		

#	Question	Response
2.26	Provide a listing of work/life services that would include qualified referrals (e.g., eldercare). Will your organization agree to a 48- to 72-hour turn-around time for receiving qualified referrals? If not, please provide alternative time frames for members seeking qualified work/life services.	
2.27	Please provide information on how your legal and financial counseling services work. Please be sure to indicate the number of telephone and in-person counseling sessions available for both legal and financial counseling sessions, as well as the length of each session. Are there any instances where additional costs would apply? If so, please include those fees in your response to Appendix B, <i>Fee Quote</i> .	
2.28	Please provide a copy of your standard management reporting package. Please describe how you track utilization, how you define a case and what clinical medium was used (telephone, internet, face-to-face)? Please be specific on how this is reported and what specifically is defined as a case for EAP and work/life services.	
2.29	What are your <i>ad hoc</i> reporting capabilities? For customized reports, what is the typical turnaround time? If there is a programming charge, please list it on Appendix B, <i>Fee Quote</i> .	
2.30	Describe the process you will use to measure the success of the EAP. Provide sample materials to demonstrate how you will evaluate the effectiveness of the EAP.	

3.0 Clinical Processes and Quality Assurance

#	Question	Response
3.01	Please detail the criteria used in an initial case assessment and referral, including level of care criteria.	
3.02	What is the process used in selecting providers for a referral?	
3.03	What are the objective measures/criteria and auditing systems used in assessing quality of care provided to employees/dependents by intake team and providers?	
3.04	Please describe your in-house peer review, supervision, and quality control activities.	
3.05	What are the professional qualifications and training requirements of intake team and providers? How often are provider credentials reviewed?	

#	Question	Response
3.06	Please provide descriptions of the specialty mix of your provider referral panel in all areas (psych, chemical dependency (CD), legal, financial, etc.).	
3.07	What is your organization's philosophy as it relates to managing employee/dependent psychiatric and chemical dependency problems and ancillary issues which affect employee productivity and well-being?	
3.08	If you have to refer outside of your formal panel of providers, describe your financial arrangement for compensating the provider and any employer liability.	
3.09	What is the availability and background of the medical director or a medical consultant? Indicate what role they play and the number of hours/week of on-site service provided.	
3.10	For your in-service training programs, please list the content, frequency and materials for the intake staff (i.e., personnel who answer 800 telephone lines), assessors, and providers.	
3.11	What are the procedures, including written documentation requirements, for diagnosis establishment, treatment planning, and case closure for the intake team?	
3.12	What is your philosophy and practice relative to family involvement in assessment and treatment?	
3.13	What is your philosophy and practice relative to special situations such as AIDS, grief counseling, marital, miscarriage/stillbirth and work trauma counseling?	
3.14	How often do you survey member satisfaction with the provider organization's services? One week after a case is closed? Two weeks? Monthly? Quarterly? What is the rate of return? Do you use a paper form with return postage or an on-line survey emailed to the client?	
3.15	<p><u>Crisis Incident Management of Services</u> –</p> <p>In an exhibit, please describe how you would handle the following situations, including a) logistics for on-site personnel, b) details on the nature of any off-site and on-site assistance that would be offered to State employees, c) post-event services, and d) general timetable for all components encompassing your response to each critical incident (i.e., from initial call to arrival of on-site personnel is typically between <i>x</i> to <i>y</i> hours). Provide a summary of the critical incident management services satisfaction data from 2018 and 2019. Is there a fee for on-site personnel time and travel costs? If so, include on Appendix B.</p> <p>a. Crisis situations such as the prison riot. https://www.washingtonpost.com/news/morning-mix/wp/2017/02/02/inmates-demanding-education-protesting-trump-take-hostages-at-delaware-prison/</p> <p>b. New Castle County Courthouse shooting.</p>	

#	Question	Response
	https://www.cbsnews.com/news/gunfight-in-delaware-courthouse-kills-3/	
	c. A school shooting incident.	
	d. An agency or school district contacts your office to ask you to provide services to co-workers after the sudden death of their co-worker.	
Evaluation of Bidder Capabilities –		
“Yes” or “No” responses are elicited in the remaining questions in this section. For “No” answers, explain your reasons and detail what you offer instead.		
<i>Program Structure</i>		
3.16	Your organization has a written Quality Improvement (QI) program that outlines the program structure and content.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.17	The program description specifies the role, structure, function, and frequency of meetings of the QI Committee and other relevant committees.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.18	The annual QI work plan, or schedule of activities, includes the following: a. Objectives, scope, and planned projects or activities for the year; b. Planned monitoring of previously identified issues, including tracking of issues over time; and c. Planned evaluation of the QI program.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
<i>Program Operations</i>		
3.19	The quality improvement program is fully operational.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.20	Contemporaneous (i.e., created at the time the activity is conducted), dated, and signed minutes reflect all QI Committee decisions and actions.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering

#	Question	Response
3.21	The QI program coordinates with utilization management credentialing, monitoring and resolution of member complaints and appeals, assessment of member satisfaction, and clinical records review.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
<i>Effectiveness of the Quality Improvement (QI) Program</i>		
3.22	Each year there is a written evaluation of the QI program which includes a description of completed and in-process QI activities.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.23	Documentation verifies that QI activities have contributed to meaningful improvement in clinical care, including preventive behavioral healthcare services and member services.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
<i>Delegation of QI Activity</i>		
3.24	If your firm delegates any QI activities, it has written documentation of the responsibilities of each entity, the delegated activities, frequency of reporting to your organization, and corrective remedies for poor performance.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
<i>Accessibility of Services</i>		
3.25	You have established standards for timeliness of routine and urgent care, behavioral healthcare appointments, and access to after-hours care.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.26	The organization monitors responsiveness of member services or appointment telephone lines.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
<i>Member Satisfaction</i>		

#	Question	Response
3.27	<p>You assess member satisfaction at least bi-annually by:</p> <p>a. Evaluating patient complaints and appeals.</p> <p>b. Evaluating requests to change practitioners and/or facilities.</p> <p>You assess member satisfaction by distributing training evaluation surveys at all on-site trainings and provide a summary of the responses</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>
<i>Practice Guidelines</i>		
3.28	<p>The organization adopts and disseminates practice guidelines, practice parameters, consensus statements, or specific criteria for providing acute and chronic behavioral healthcare services.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>
<i>Continuity and Coordination of Care</i>		
3.29	<p>Your organization updates primary care physicians (PCPs) on diagnosis, treatment, and referral of behavioral healthcare disorders commonly seen in primary care.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>
3.30	<p>You have guidelines and procedures to ensure timely access to appointments, referrals, consultations, and medical care.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>
3.31	<p>Your organization participates with medical care practitioners to reduce inappropriate use of psychopharmacological medications and adverse drug reactions.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>
<i>Access to Care and Services</i>		
3.32	<p>Telephone callers reach a live voice within 20 seconds 24 hours per day/7 days per week.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>

#	Question	Response
3.33	Telephone abandonment rates (the percentage of callers who terminate a call before reaching a representative) do not exceed five percent, at any time.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.34	Emergent patient visits are available immediately or within one hour of a referral call.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.35	Urgent problem visits are available same day or within 24 hours.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.36	Non-urgent office visits are offered within 3-5 days.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.37	Telemedicine therapy appointments are available in the existing network.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reason(s) and if you expect to expand the network for this service
3.38	Triage clinicians are trained in one of the core behavioral healthcare disciplines at the Master's level or above (or have equivalent licensure).	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.39	Triage clinicians are supervised by an experienced behavioral healthcare clinician with a minimum of a Master's degree and five years or more post-Master's clinical experience.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering

#	Question	Response
3.40	The triage function is reviewed and supervised by a board-certified psychiatrist with an active unrestricted license and a minimum of five years or more clinical experience.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
<i>Credentialing Process</i>		
3.41	<u>Written policies and procedures</u> address the types of practitioners accepted to participate in the network; including, psychiatrists and/or physicians who are certified in addiction medicine, doctoral and/or master’s level psychologists who are state-certified or state-licensed, master’s level clinical social workers who are state-certified or state-licensed, and master’s level clinical nurse specialists who are nationally- and/or state-licensed to practice independently.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.42	<p>At the time of credentialing, your firm verifies at least the following information from primary sources:</p> <ul style="list-style-type: none"> a. A current valid license to practice as an independent behavioral healthcare practitioner at the highest level certified or approved by the state. b. Graduation from an accredited professional school and/or highest training program applicable to the academic degree, discipline, and licensure of the behavioral healthcare practitioner. c. Board certification if the practitioner states that he/she is board-certified on the application. d. Work history for the past five years. e. Current, adequate malpractice insurance according to the organization’s policy. <p>History of professional liability claims which resulted in settlements or judgments paid by or on behalf of the practitioner.</p>	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.43	<p>The applicant completes a credentialing application that includes a statement by the applicant regarding:</p> <ul style="list-style-type: none"> a. Lack of present illegal drug use. b. History of loss of license and/or felony convictions. <p>History of loss or limitation of privileges or disciplinary activity.</p>	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.44	<p>Prior to making a credentialing decision, your organization receives information appropriate to the practitioner’s discipline, including information from the State Board of Licensure or Certification and/or the National Practitioner Data Bank.</p> <p>Information about sanctions or limitations on licensure from the appropriate state agency of the Federation of State Medical Boards.</p>	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering

#	Question	Response
3.45	Licensed behavioral health care professional staff conducts an initial visit to the offices of all potential behavioral healthcare practitioners prior to their acceptance for network inclusion.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.46	Your firm formally re-credentials its practitioners at least every two years, during which it verifies at least the following information from primary sources: <ul style="list-style-type: none"> a. A valid state license to practice. b. Board certification (only if the practitioner was due to be recertified). c. Current, adequate malpractice insurance. <p>History of professional liability claims resulting in settlements or judgments paid by or on behalf of the practitioner.</p>	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.47	The organization incorporates data from the following sources in its re-credentialing/ decision-making process: <ul style="list-style-type: none"> a. Member complaints. b. Information from quality improvement activities. c. Utilization management. d. Member satisfaction. e. Clinical record reviews. <p>On-site visits conducted by qualified behavioral health professionals.</p>	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.48	Your organization confirms that the EAP provider is in good standing with state and federal regulatory bodies.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
<i>Members' Rights and Responsibilities</i>		
3.49	<u>Written members' rights</u> policy that states: <ul style="list-style-type: none"> a. Members have a right to receive information about the organization's services, practitioners, clinical guidelines, UM and clinical necessity protocols, and members' rights and responsibilities. b. Members have a right to be treated with respect and recognition of their dignity and need for privacy. c. Members have a right to participate with practitioners in decision making regarding their treatment planning. d. Members have a right to voice complaints or appeals about the organization or the care provided. 	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering

#	Question	Response
	<ul style="list-style-type: none"> e. Members and their families/guardians may have input into the members’ rights and responsibilities policies. f. Members have a responsibility to follow the plans and instructions for care that they have agreed upon with their practitioners. 	
3.50	Distribution of policy on members’ right and responsibilities to all participating providers and participants or their guardians.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.51	<p>Procedures for registering and responding to oral and written <u>complaints</u> include the following:</p> <ul style="list-style-type: none"> a. Documentation of the substance of complaint and the actions taken. b. Investigation of the substance of the complaint, including any aspects of clinical care involved. c. Notification to the member of the disposition of the complaint and the right to appeal, as appropriate. <p>Standards for timeliness in responding to complaints that accommodate the clinical urgency of the situation</p>	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.52	Would the State be notified of complaints and, if so, how would that process work?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering
3.53	<p>Procedures for registering and responding to oral and written <u>appeals</u> include the following:</p> <ul style="list-style-type: none"> a. Full compliance with the required claims review procedures. b. Documentation of the substance of the appeal and the actions taken. c. Full investigation of the substance of the appeal, including any aspects of clinical care involved. d. At least one level of review by a panel of individuals who were not involved in the original decision. e. The right of the member (or family member/guardian, if a minor) to appear before the panel. f. Written notifications to the member of the disposition of the appeal and the right to appeal further, if any. g. Standards for timeliness in responding to appeals which accommodate the clinical urgency of the situation. 	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain reasons and describe your offering

#	Question	Response
3.54	<p>Your organization provides written information about benefits and charges applicable to the subscriber, including:</p> <ul style="list-style-type: none"> a. The benefits and services that are included and excluded from coverage. b. Co-payments and other charges for which the member is responsible. c. Any restrictions on benefits that apply to services obtained outside the firm's system or outside the service area. d. How to submit a claim for covered services, if applicable. 	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>
3.55	<p>Your organization provides written information about:</p> <ul style="list-style-type: none"> a. How to voice a complaint. b. How to appeal a decision that adversely affects the member's coverage, benefits, or relationship to the organization. c. How the organization evaluates new technology for inclusion as a covered benefit. 	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>
3.56	<p>Information is written in language that is readable, easily understood, and consumer-focused.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>
3.57	<p>Information is available, as needed, in Spanish.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>
3.58	<p>Patients have the opportunity to approve or refuse the release of individually identifiable information by the organization, except when such release is required by law. Please explain the process for this service.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>
3.59	<p>Written policies and procedures address the care and treatment of minors as well as adult patients who are unable to exercise rational judgment or give informed consent. In such cases, please detail who would give consent.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, explain reasons and describe your offering</p>

4.0 Network Breadth and Access

#	Question	Response
4.01	What is your business model for providing a network of clinicians and licensed professional counselors to provide one-on-one counseling sessions? Please include the following information:	
	a. What does your organization consider to be reasonable access standards for urban and rural participants (e.g., 1 psychiatrist within X miles for an urban area)? Does this differ from the GeoAccess standards noted in Appendix K? Please give examples of how areas in Delaware are classified such as City of Wilmington, Town of Milford, and Sussex County.	
	b. The geographic location of your existing provider network using the table below. Feel free to add additional information or classifications.	
	c. The geographic parameters in your network of all the classifications of providers, such as social workers, psychiatrists, certified addiction counselors, and psychologists.	
	d. Do your providers offer telephonic or virtual (e.g., Skype) sessions if their office is not within a reasonable driving distance for the participant? If so, how many providers within your network are available for telephonic and/or video consults in addition to face-to-face sessions?	
	e. Describe how you monitor the following information of your provider network: license and certification, evidence of appropriate skills in provision of EAP services for EAP providers, sufficient liability insurance, provider contracts that remain in force. Do you follow NCQA standards?	
	f. Will you notify the State in advance of any changes in credentialing and re-credentialing protocols?	
	g. Are patient satisfaction results are incorporated into the monitoring of provider quality?	
h. Do your contracts with network providers incorporate any requirements to participate in quality review activities directed by your organization?		

	Newark, DE	Wilmington, DE	New Castle County – Other	Dover, DE	Kent County, DE – Other	Sussex County, DE	Salisbury, MD*
Certified Employee Assistance Professional							
Master’s Degree - Social Work							
Master’s Degree - Psychology							
Certified Addiction Counselor							
Nurse Practitioners							
Licensed Professional Counselors							
Marriage and Family Therapists							
Psychiatrist							

* The Salisbury area is a resource to members living and working in southern Sussex County.

5.0 Value-Added Services

#	Question	Response
5.01	Based on the description of the State’s goals and objectives provided in Section I, are there any additional considerations related to plan design and/or program offerings that you would recommend related to the State’s EAP and related services?	

#	Question	Response
5.02	Provide information on any other programs or service offerings you provide that might be of interest to the State and whether each are an internally built solution or whether you partner with a third-party vendor for the solution.	
5.03	Please describe any additional value-added services your company offers for these products and list the corresponding fee on Appendix B, <i>Fee Quote</i> . Please attach promotional or communication materials, if available.	

APPENDICES

APPENDIX A

NETWORK PROVIDER ANALYSIS

Instructions: Please refer to the separate Excel file titled “Attachment 5. Appendix A – Network Provider Analysis” for detailed instructions for completing this appendix.

APPENDIX B

FEE QUOTE

Plan feature services as set forth in the Scope of Services and Minimum Requirements: Provide a per employee per month (PEPM) rate assuming there are approximately 44,500 eligible employees in the plan. *Employee* is defined as an eligible active employee, non-State participating group employee and non-Medicare eligible pensioner and does not include dependents. The services provided and time spent on the “Coordination Project” described in Section I should be in your quoted PEPM rates.

			Optional Years - Rate Cap %	
Year 1	Year 2	Year 3	Year 4	Year 5
(7/1/20 – 6/30/21)	(7/1/21 – 6/30/22)	(7/1/22 – 6/30/23)	(7/1/23 – 6/30/24)	(7/1/24 – 6/30/25)
\$0.00	\$0.00	\$0.00	0.00%	0.00%

#	Question	Response
1	Please indicate the point at which a change in headcount from that contained in the census data would affect your EAP fees.	
2	Provide the assumptions for covered lives, staffing, operating units and special requirements used in determining your administrative fees. Please specify the number of hours included for management consultations and critical incident stress management, if different from the on-site service hours.	
3	Are there any limitations to the quote you provided?	
4	If you were to provide unlimited training hours to the State, how would this change your proposed PEPM fees?	
5	Are there any other variables that would impact your fees in the pricing model? Are there any additional services you expect to be required to support the framework that will produce additional costs for the State?	

Optional / Value-Added Services: In addition to the services listed below, list any optional or value-added services not included in the plan features in the Scope of Services, Minimum Requirements, or your quoted PEPM fees above. Indicate whether or not there is a cost, and if so, whether the pricing for each optional service is based on a PEPM fee, hourly rate, or flat fee.

Optional Service	PEPM Fee, Hourly Rate, Flat Fee, or No Cost
On-Site Service Hours: In the event all 450 service hours are utilized in any contract year, the following contract year's hours can be accessed. Is there an hourly rate or other cost to service hours in excess of 1,350 in a 36-month period?	
Additional cost <i>per program or services</i> listed in the Scope of Services, not included in the plan feature services PEPM above. List the program or service and cost.	
Coordination Project – any activities and fees not included in the PEPM fee	
<i>Ad Hoc</i> Reports	
Producing a customized EAP video	
EAP affiliate programs – Is there a fee in addition to the pass-through cost?	
Travel Time/Costs, if any – For on-site critical incident events, please describe fully the types of costs and when they would apply. (Travel time and costs for all on-site training, health fairs, and administrative meetings must be included in your PEPM quote.)	
Any other optional services – list	
Any other optional services – list	

APPENDIX C

STATE OF DELAWARE NON-COLLUSION STATEMENT

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 subcontractor 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 bid represents 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 _____

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

(Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

STATE OF DELAWARE
LICENSE NUMBER or CONFIRM WILL
APPLY IF AWARDED A CONTRACT

FEDERAL E.I. NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	_____	Minority Business Enterprise (MBE)	Yes
	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 BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of County of State of _____

APPENDIX D

OFFICER CERTIFICATION FORM

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	
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 an Employee Assistance Program, DHR2003-EAP, 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

APPENDIX F

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR/CONTRACTOR		
Name of PROPOSING VENDOR/CONTRACTOR:		
Name and Address of SUBCONTRACTOR:		
Company OSD Classification, if any: Certification Number: Check all that apply: Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No		
DETAILED DESCRIPTION OF WORK BY SUBCONTRACTOR		
PROPOSING VENDOR/CONTRACTOR:		
NAME:	BY (<i>Signature</i>)	DATE SIGNED
TITLE:		
ACKNOWLEDGEMENT BY SUBCONTRACTOR		
NAME	BY (<i>Signature</i>)	DATE SIGNED
TITLE		

APPENDIX G

EMPLOYING DELAWAREANS REPORT¹⁵
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As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, no bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1.	Number of employees that would reasonably be anticipated to be employed on this account.	
2.	Percentage of such employees who are <i>bona fide</i> legal residents of Delaware.	
3.	Total number of employees of the bidder.	
4.	Total percentage of employees who are <i>bona fide</i> residents of Delaware.	

If subcontractors are to be used:

1.	Number of employees who are residents of Delaware.	
2.	Percentage of employees who are residents of Delaware.	

¹⁵ The number of Delawareans employed by your organization are not taken into consideration during the evaluation or scoring of your bid.

APPENDIX H

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: 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.

APPENDIX I

PERFORMANCE GUARANTEES

Instructions: The State requires bidders to agree to place a percentage of fees per contract year at risk for performance guarantees. If you propose alternative guarantees, performance results, or definitions, please use a strikeout font and insertion. You are encouraged to provide additional fees at risk; bidders that do so will be viewed favorably by the State.

If your offer does not receive a clarifying question or any other response from the State, it does not infer acceptance. The State reserves the right to negotiate both financial and non-financial performance guarantees with the selected vendor.

Implementation: While some implementation activities occur each year, such as reviewing plan design features and issuing employee communications, the bulk of the implementation activities will take place in Year 1. Since a successful program depends on a flawlessly executed implementation, a separate guarantee for implementation activities is required. This does apply to the incumbent for the performance guarantee of future contract development. An overall rating of satisfactory at the end of the implementation period is required. It will be based on ongoing feedback provided by the SBO on the status of the implementation and by September 1, 2020, the State will determine whether an overall rating of satisfactory was met. Penalty payments, if any, will be made by December 31, 2020.

Terms: For ongoing administration, the vendor will perform a review of its records to determine whether each standard was met for the time period of the quarter immediately preceding the 45th day of the month following the end of a quarter (for example, November 15 for the first quarter of the plan year – July 1 to September 30). Quarterly results will be averaged on an annual basis and penalty payments, if any, will be made annually within six (6) months of the end of the plan year. In no instance will a measurement or penalties apply to any period less than a full quarter.

Non-Incumbent’s Implementation

Performance Guarantee	Standard/Performance Measure	Fee at Risk (\$ or % of Total Year 1 Fees)
Future Contract Development	The State will incorporate all of the minimum requirements in the RFP and any variance identified in the bid response accepted by the State for performance commitments in the first draft of the contract. The vendor cannot propose changes that are not included in the terms of the RFP or their bid offering necessitating an excessive number of drafts.	<i>Vendor to propose</i>

Performance Guarantee	Standard/Performance Measure	Fee at Risk (\$ or % of Total Year 1 Fees)
Maintenance of Detailed Project Plan	Project plan must delineate due dates, responsible parties and critical linkages between tasks, as appropriate. Project plan will be updated and distributed in advance of each implementation weekly call. Implementation manager and account executive /manager will participate in every implementation call and will be prepared to lead the calls.	<i>Vendor to propose</i>
Adherence to Key Deadlines	All key dates will be met to the extent Vendor has control and/or has notified State of risks of failure in advance of due date. State and Vendor will agree at the beginning of implementation on which deadlines are critical to program success.	<i>Vendor to propose</i>
<i>Total Implementation</i>		<i>Vendor to propose</i>

Incumbent's Implementation

Performance Guarantee	Standard/Performance Measure	Fee at Risk (\$ or % of Total Year 1 Fees)
Future Contract Development	The State will incorporate all of the minimum requirements in the RFP and any variance identified in the bid response accepted by the State for performance commitments in the first draft of the contract. The vendor cannot propose changes that are not included in the terms of the RFP or their bid offering necessitating an excessive number of drafts.	<i>Vendor to propose</i>

Ongoing Administration

Guarantee	Description	Standard	Fees at Risk	Measurements
Network Maintenance	Maintenance of satisfactory number of practitioners & facility providers for all locations.	Affiliate Providers Statewide	2%	On a quarterly basis, maintain the number of affiliate providers as outlined in this RFP and as mutually agreed upon.
Member Service	Satisfactory results on any on-site services provided by vendor.	98%	2%	Training Evaluations will be presented at all on-site trainings. A quarterly summary will be provided to the designated State DHR Representative.
Data Reporting and Analysis	Complete reporting per the categories on the Master Report List.	Quarterly	6%	Impact report submitted at an on-site meeting within 45 days at the end of each quarter.
EAP Program Management	99% of uncomplicated (routine) EAP referrals will be offered an appointment within 3-5 business days.	99%	3%	Impact report will identify percentage of callers offered a routine appointment.
	99% of urgent EAP referrals will be offered same day or within 24 hours.	99%	3%	Impact report will identify percentage of callers offered an emergency appointment.
	99% of emergencies are responded to within 1 hour.	99%	3%	Impact report will identify percentage of callers offered an emergency appointment.
	Time to answer the phone will be less than 30 seconds, 24/7.	Less than 30 seconds	2%	Available through telephonic software upon request.
	Abandonment rate will be less than 5%.	Less than 5%	2%	Available through telephonic software upon request.

Promotion and Visibility	Partner with SBO at quarterly meetings and identify different groups within the State to review EAP and Work/Life Services and encourage scheduling on site and web based orientations/ trainings. This visibility is designed to promote awareness which should lead to an increase in overall utilization of services.	Quarterly	2%	Vendor will review with State SBO within 45 days at the end of each quarter "targeted" State Agencies for site outreach and visitation.
	Utilization of direct client services will meet or exceed 2.5% of eligible employees or covered lives during a fiscal year.	Quarterly	3%	Impact Report The guarantee will be measured based on any employee or covered life that calls for an EAP or Work/Life request; utilizes Online Chat; or engages into the EAP program either through, initiation or their one to five visits or referral to outside care after an initial intake and assessment has been completed. This percentage is contingent on 70% of "targeted" State Agencies allowing vendor to provide on-site visitation.
	Utilization of Online Work/Life Services will meet or exceed 2.5% of eligible employees or covered lives during a fiscal year.	Quarterly	1%	Impact Report The guarantee will be measured based on any employee or covered life that accesses on line Work/Life Services.

EAP Account management	Account Management Team Survey (see Attachments section) with a satisfactory score of 3.0 on a scale of 1 to 5.	Annual	1%	SBO staff evaluations of vendor
	Follow-up: 100% of all cases that agree to be contacted	Annual	2%	Impact Report Will identify percentage of cases for which follow-up took place.
EAP Program Utilization	5% in year one, 8% in subsequent years	Annual	2%	Impact Report Will identify utilization of the program as a percent of total eligible members.
Network Access	95% for RFP standards. See Appendix K for standards	Annual	1%	Annual GeoAccess report.
		Total	35%	

APPENDIX J

NON-INCUMBENT ONLY

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BA Agreement”) is undertaken pursuant to the parties’ performance of a certain contract (“Contract”) 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 (“Contractor”).

In the performance of services on behalf of the Plan pursuant to the Contract, and in order for Contractor to use, disclose or create certain information pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below), Contractor 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 D.F.R. §§142, 160, 162 and 164) (“HIPAA”). Accordingly, Contractor, the Plan and Plan Sponsor mutually agree to modify the Contract to incorporate the terms of this BA Agreement to comply with the requirements of HIPAA, and to include additional provisions that Plan Sponsor, the Plan and Contractor desire to have as part of the Contract.

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 this 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 this agreement, shall mean Contractor.
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 this 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 CONTRACTOR

- A. During the continuance of the Contract, Contractor will perform services necessary in connection with the Plan as outlined in the Contract. 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 Contract, Contractor 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 BA Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Plan as specified in the Contract. Contractor 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 BA Agreement and in the Contract as well as in accordance with the law.

1. Use for Contractor's Operations. Contractor may use PHI it creates or receives for or from the Plan for Contractor's proper management and administration or to carry out Contractor's legal responsibilities in connection with services to be provided under the Contract.
2. Disclosures for Contractor's Operations. Contractor may disclose the minimum necessary of such PHI for Contractor's proper management and administration or to carry out Contractor's legal responsibilities, but only if the following conditions are met:
 - a. The disclosure is required by law; or
 - b. Contractor obtains reasonable assurance, evidenced by written contract, from any person or organization to which Contractor 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 Contractor disclosed it to the person or organization or as required by law; and
 - ii) Promptly notify Contractor (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 Contract, Contractor 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.

D. Data Aggregation Services. The Plan agrees and recognizes that Contractor performs Data Aggregation services for the Plan, as defined by the HIPAA Rules. In the course of performing normal and customary services under the Contract, this data aggregation is an essential part of Contractor's work on behalf of the Plan under the Contract. Accordingly, Contractor can perform these data aggregation services in its own discretion, subject to any limitations imposed by the Contract. 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. Contractor 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 Contract and this BA Agreement, 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 Contract and this BA Agreement, Contractor will disclose PHI to other Business Associates of the Plan which the Plan has identified in a writing provided to Contractor. Contractor 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 Contract, Contractor 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. Contractor 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 Contract.

III. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR

- A. Contractor 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. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this BA Agreement.
- D. Contractor 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 BA Agreement or otherwise in writing by the Plan. Contractor 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. Contractor 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 (30) days of notification. Contractor 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.
- D. Contractor will require that any agent, including a subcontractor, to whom it provides PHI as permitted by this BA Agreement (or as otherwise permitted with the Plan's prior written approval), agrees to the same restrictions and conditions that apply through this BA Agreement to Contractor with respect to such information.
- E. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor 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. Contractor 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 Contractor creates, receives, maintains, or transmits electronically on behalf of Covered Entity. Contractor 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. Contractor agrees to provide adequate training to its staff concerning HIPAA and Contractors responsibilities under HIPAA.
- G. Contractor agrees to report to Covered Entity any Security Incident of which Contractor becomes aware.
- H. Contractor 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.** Contractor and the Plan agree that, wherever feasible, and to the extent that responsive information is in the possession of Contractor, Contractor will provide access to PHI as required by 45 CFR §164.524 on the Plan's behalf. Contractor will provide such access according to its own procedures for such access. Contractor 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, Contractor 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 representative), any PHI about the Covered Person created or received for or from the Plan in Contractor'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 Contractor, shall be borne by Covered Persons seeking access to PHI.
- B. Amendment.** Contractor and the Plan agree that, wherever feasible, and to the extent that responsive information is in the possession of Contractor, Contractor will amend PHI as required by 45 CFR §164.526 on the Plan's behalf. Contractor will amend such PHI according to its own procedures for such amendment. Contractor 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, Contractor 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, Contractor will amend or permit the Plan access to amend any portion of the PHI created or received for or from the Plan in Contractor's custody or control, so that the Plan may meet its amendment obligations under 45 CFR §164.526.
- D. Disclosure Accounting.** So that the Plan may meet its disclosure accounting obligations under 45 CFR §164.528, Contractor and the Plan agree that, wherever feasible and to the extent that disclosures have been made by Contractor, Contractor will provide the accounting that is required under 45 CFR §164.528 on the Plan's behalf. Contractor will provide such accounting according to its own procedures for such accounting. Contractor 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, Contractor will provide an accounting as set forth below.

1. Disclosure Tracking

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

The information about each disclosure that Contractor must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Contractor 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 Contractor makes for a single purpose to the same person or entity (including the Plan), Contractor 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

Contractor is not required to record disclosure information or otherwise account for disclosures of PHI that this BA Agreement 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

Contractor 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).

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, Contractor and the Plan agree that, wherever feasible and to the extent that communications are within the control of Contractor, Contractor will perform these evaluations on behalf of the Plan. Contractor 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. Contractor 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, Contractor will evaluate requests for restrictions and requests for confidential communications, and will respond to these requests as appropriate under Contractor's procedures.

V. OBLIGATIONS OF THE COVERED ENTITY

- A. Covered Entity shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.
- B. Covered Entity shall notify Contractor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522.
- D. Covered Entity shall not request Contractor 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 BA Agreement. In no event shall Covered Entity request Contractor 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 Contract, the Plan will have the right to terminate the Contract if Contractor has engaged in a pattern of activity or practice that constitutes a material breach or violation of Contractor's obligations regarding PHI under this BA Agreement 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 Contractor fails to cure the material breach or end the violation after the Plan's notice, the Plan may terminate the Contract by providing Contractor 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 Contract End

Upon cancellation, termination, expiration or other conclusion of the Contract, Contractor will if feasible return to the Plan or destroy all PHI, in whatever form or medium (including in any electronic medium under Contractor's custody or control), that Contractor 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. Contractor will complete such return or destruction as promptly as practical after the effective date of the cancellation, termination, expiration or other conclusion of the Contract.

Following notice, Contractor shall pay the costs incurred in returning or destroying such PHI unless Plan Sponsor agrees to reimburse Contractor for reasonable costs following good faith negotiation between Contractor and Plan Sponsor subject to the requisite appropriation by the Delaware General Assembly as required by Title 29 Delaware Code Chapter 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 Contractor for the Plan and others, that it will be infeasible for Contractor to return or destroy PHI. Accordingly, where in Contractor's discretion such return or destruction is infeasible, for any such PHI, upon cancellation, termination, expiration or other conclusion of the Contract, Contractor 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 Contractor, the Plan and Plan Sponsor, and in compliance with any requirements imposed by this Section VII, all disclosures of PHI from Contractor pursuant to the Contract 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 bids for providing health insurance coverage for the Plan, or (b) modify, amend or terminate the Plan, Contractor is authorized to provide Summary Health Information regarding the Covered Persons in the Plan to Plan Sponsor.

D. 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 Contract, (C) that the Plan includes or incorporates by reference the appropriate terms

of the Contract and this BA Agreement, and (D) that the Plan incorporates the provisions required by 45 CFR §164.504.

- D. **Plan Sponsor's Certification**. Contractor will not disclose Covered Persons' PHI to Plan Sponsor, unless and until the Plan authorizes Contractor 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. **Contractor Reliance**. Contractor 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 BA Agreement 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 Contractor, 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**

- A. **Regulatory References**. A reference in this BA Agreement 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 Contractor under Section IV of this BA Agreement shall survive the termination of this BA Agreement.
- D. **Interpretation**. Any ambiguity in this BA Agreement 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 BA Agreement, all of the terms and conditions of the Contract shall be and remain in full force and effect. In the event of any inconsistency or conflict between this BA Agreement and the Contract, the terms and provisions and conditions of this BA Agreement shall govern and control. Nothing express or implied in this BA Agreement and/or in the Contract 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 BA Agreement shall be governed by and construed in accordance with the same internal laws that are applicable to the Contract.
- D. **Duration**. This BA Agreement will continue in full force and effect for as long as the Contract remains in full force and effect. This BA Agreement will terminate upon the cancellation, termination, expiration or other conclusion of the Contract.
- E. **Term**. The Term of this BA Agreement 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 Contractor, or created or received by Contractor 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 BA Agreement.
- F. **Amendment**. Upon the effective date of any final regulation or amendment to final regulations with respect to the HIPAA Rules, this BA Agreement will automatically amend such that the obligations imposed on Plan Sponsor, the Plan and Contractor remain in compliance with such regulations, unless (1) Contractor elects to terminate the Contract by providing Plan Sponsor and the Plan notice of termination in accordance with the Contract at least thirty (30) days before the effective date of such final regulation or amendment to final regulations; or (2) Contractor 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 BA Agreement will override and control any conflicting provision of the Contract. All nonconflicting provisions of the Contract will remain in full force and effect.
- H. **Independent Relationship.** None of the provisions of this BA Agreement 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 BA Agreement and the Contract.
- I. **Rights of Third Parties.** This BA Agreement is between Contractor 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 BA Agreement shall be sent in writing by traceable carrier to the listed persons on behalf of Contractor, 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 BA Agreement or the Contract, each party shall bear its own costs and expenses related to compliance with the above provisions. Any additional expenses incurred by Contractor in connection with services to be provided pursuant to this BA Agreement shall be included in the Contract.
- L. **Documentation.** All documentation that is required by this BA Agreement or by the HIPAA Rules must be retained by Contractor 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__.

For State of Delaware:

For Contractor:

By: _____
 Faith L. Rentz
 Director, Statewide Benefits Office

By: _____
 Printed Name: _____
 Title: _____

Address for Notices:

Address for Notices:

Statewide Benefits Office, DHR
 Attention: Ms. Faith L. Rentz, Director
 Enterprise Business Park
 97 Commerce Way, Suite 201
 Dover, DE 19904

APPENDIX K

GEOACCESS ANALYSIS

Instructions: Please refer to the separate Excel file titled “Attachment 6. Appendix K – GeoAccess Analysis” for detailed instructions for completing this appendix.