



State of Delaware
Department of Human Resources
Statewide Benefits Office

STATE EMPLOYEE BENEFITS COMMITTEE

**Request for Proposal
for a Fertility Benefits Third-Party Administrator**

Release Date: August 12, 2019

***Intent to Bid Deadline –
Friday, August 16, 2019, 1:00 p.m. ET (Local Time)***

***Mandatory Pre-Bid Meeting (Conference Call) –
Tuesday, August 20, 2019, 11:00 a.m. ET (Local Time)***

***Proposals Due –
Friday, September 6, 2019 by 1:00 p.m. ET (Local Time)***

DHR2001–Fertility

Table of Contents

I. Introduction	5
A. Background and Overview	5
1.0 Organization Description.....	5
2.0 Background Information	6
B. Proposal Objectives and Scope of Services	14
C. Timetable/Deadlines.....	16
D. Evaluation Process	17
1.0 Proposal Review Committee	17
2.0 Evaluation Criteria.....	18
3.0 RFP Award Notification.....	20
4.0 Award of Contract	20
E. Confidentiality of Documents	20
II. Terms and Conditions	22
A. Proposal Response Requirements	22
B. General Terms and Conditions.....	23
C. Submission of Proposal	28
III. Minimum Requirements	36
1.0 Core Capabilities and Experience	37
2.0 Benefit Administration	43
3.0 Implementation.....	45
4.0 Financial	46
5.0 Legal	47
IV. Questionnaire.....	56
1.0 Bidder Profile.....	57
2.0 Fertility Benefits Administration	59
2.1 Fertility Benefits Management	59
2.2 Provider Selection, Quality and Cost.....	64
2.3 Steerage Mechanisms	Error! Bookmark not defined.

2.4	Coordination with Third Parties	66
2.5	Access	68
3.0	Member Management	69
3.1	Patient Workflow	69
3.2	Case Review and Oversight	69
3.3	Member Services, Outreach and Follow-up	70
3.4	Online Experience.....	71
4.0	Marketing and Communications.....	72
5.0	Reporting	73
6.0	Implementation	74
7.0	Customized Offering.....	74
V.	Financial Proposal.....	76
1.0	Fee Requirements	76
2.0	Estimated Savings and Return-on-Investment	78
3.0	ROI and Performance Guarantees	79
VI.	Technical Standards and Security Requirements	80
<u>Appendices</u>		
Appendix A:	State of Delaware Non-Collusion Statement	85
Appendix B:	Historical GHIP Coverage Limits on Infertility Treatment.....	86
Appendix C:	Performance Guarantees	87
Appendix D:	Officer Certification Form	91
Appendix E:	RFP Terms and Conditions Exception Tracking	92
Appendix F:	Subcontractor Information Form	93
Appendix G:	Employing Delawareans Report.....	94
Appendix H:	Financial Ratings Form.....	95
Appendix I:	Software Inventory.....	96
Appendix J:	Non-Public Data – State of Delaware Cloud and Data Usage Terms and Conditions	99
Appendix K:	RESERVED.....	105
Appendix L:	Fertility Benefits Administration Fees.....	129
Appendix M:	Business Associate Agreement.....	105

Attachments¹

1. File layouts for enrollment data from Highmark and Aetna
2. RESERVED
3. RESERVED
4. Census of members of the GHIP (eligible - ages 18 to 49) (To be provided upon receipt of a signed NDA, Attachment 6.)
5. Fertility utilization data from Highmark and Aetna
6. Non-Disclosure Agreement with Certificate of Destruction
7. Account Management Survey

¹ All the attachments except the census will be provided with receipt of an Intent to Bid. The census will be provided with a receipt of the Non-Disclosure Agreement, Attachment 6.

I. Introduction

On behalf of the State of Delaware, the State Employee Benefits Committee (SEBC) is seeking proposals for a fertility benefits third-party administrator (hereafter “fertility benefits administrator”) for the Group Health Insurance Program (GHIP). Fertility benefits will be available to State of Delaware active and non-Medicare GHIP participants and their dependents, which consist of approximately 86,000 members, including approximately 13,500 members from groups that also participate in the GHIP as permitted through Delaware Code.

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, August 12, 2019
Intent to Bid Due²	Friday, August 16, 2019 by 1:00 p.m. ET (Local Time)
Mandatory Pre-Bid Meeting (Conference Call)³	Tuesday, August 20, 2019 at 11:00 a.m. ET (Local Time)
Questions Due from Vendors	Friday, August 23, 2019 by 1:00 p.m. ET (Local Time)
Proposal Submissions Due	Friday, September 6, 2019 by 1:00 p.m. ET (Local Time)

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

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.

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, third party network of surgeons of excellence, pre-tax commuter benefits, and supplemental benefits. Visit <https://dhr.delaware.gov/benefits/> 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. 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. Fertility benefits will be available to State of Delaware active and non-Medicare GHIP participants and their dependents, which consist of approximately 86,000 members, including approximately 13,500 members from groups that also participate in the GHIP as permitted through Delaware Code⁴. 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 programs, 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 and vision benefit plans are 100% employee pay-all and are not included with the health plan.

2.0 Background Information

Introduction. The State provides limited coverage for medical and prescription drug expenses related to the treatment of infertility under the GHIP; plan participants have access to health care providers via their medical plan network under Highmark Delaware or Aetna and prescription drugs via their pharmacy benefit through ESI. Recent developments within Delaware over the last 12-18 months have prompted the SEBC to adopt expanded coverage of fertility care services effective August 1, 2019. The SEBC is aware of the importance of offering a competitive benefits package to attract and retain

⁴ The percentage of employee and employer share of the premium rates is established in Delaware Code as are the actual plan offerings available to employees and retirees. Delaware Code, Title 29, Chapter 52 Web Address: <http://delcode.delaware.gov/title29/c052/index.shtml>

talent, and as a result, is interested in hearing proposals from bidders to modify the existing plan offering to be better aligned with market trends and best practices.

The GHIP's history of plan design changes associated with infertility coverage are outlined in Appendix B. Prior to July 1, 2010, limits placed on infertility treatments beyond the plan's standard cost sharing provisions were for in vitro fertilization⁵ (IVF) procedures, which were subject to a \$30,000 lifetime maximum per member for medical and prescription drugs. Pre-authorization of IVF was also required, and other infertility treatment methods such as artificial insemination⁶ (AI) must have been attempted first. New coverage limits went into effect for the State's Fiscal Year 2011 (July 1, 2010 – June 30, 2011); specifically, coverage for all infertility treatments (including IVF) would be limited to a \$10,000 lifetime maximum for all medical treatments and a separate \$15,000 lifetime maximum for prescription drugs. Members were also required to pay a 25% coinsurance for any medical and prescription drugs associated with infertility treatment. At the time, plan participants who were currently approved for IVF as of June 30, 2010 were allowed to continue IVF treatment subject to the original plan limit (\$30,000 lifetime maximum for medical and Rx combined). The SEBC moved to phase out this "grandfathered" program starting on July 1, 2015 due to the diminishing number of eligible participants and the significant level of manual claims administration and reporting required to maintain the program. Currently, there are only a few remaining plan participants who continue to be eligible for the grandfathered program.

The issue of infertility coverage resurfaced in the spring of 2018 when the 149th Delaware General Assembly passed Senate Bill 139, Delaware's Fertility Care and Preservation Law. It was signed into law in June 2018 and required health insurance offered in Delaware to provide more comprehensive coverage of fertility treatment and cryopreservation services. However, the law expressly exempted employers that self-insure their health insurance plans, which includes the State of Delaware. Following passage of this law, the SEBC was petitioned by members of the public and GHIP that advocated for the GHIP to adopt the provisions of Senate Bill 139, which prompted an in-depth evaluation of the implications associated with expanding the GHIP's coverage of infertility treatment in accordance with Senate Bill 139. This evaluation was concluded in June 2019 with the SEBC's vote to adopt a modified version of Senate Bill 139 effective August 1, 2019. The release of an RFP was authorized to evaluate the market of fertility benefits administrators that can provide fertility benefits and related services using a network of high quality providers effective July 1, 2020, and will negotiate a bundled cost for fertility treatment services. The following sections delve into this background in more detail.

2.1 Senate Bill 139: Delaware's Fertility Care and Preservation Law

Delaware's Fertility Care and Preservation Law (Senate Bill 139) was passed by the 149th Delaware General Assembly and was signed into law on June 30, 2018. This law requires health insurance offered in Delaware provide coverage for fertility care services including

⁵ In vitro fertilization (IVF) is a procedure in which eggs (ova) from a woman's ovary are removed. They are fertilized with sperm in a laboratory procedure, and then the fertilized egg (embryo) is returned to the woman's uterus.

⁶ Artificial insemination (AI) is the introduction of semen into the vagina or uterus without sexual contact.

IVF for individuals who suffer from a disease or condition that results in the inability to procreate or carry a pregnancy to live birth. It also provides for fertility preservation for individuals diagnosed with cancer or other diseases where treatment could adversely impact their fertility, such as adolescents and young adults diagnosed with iatrogenic infertility, also extends eligibility to dependent children. Fertility care services (including fertility medications) may not be subject to limits, exclusions or other restrictions that are different from those imposed upon benefits for services not related to infertility.

The law defines infertility by medical diagnoses, allowing individuals to receive treatment that optimizes the chance for success as opposed to requiring that the individual first utilize lower cost interventions. Specifically, it limits the requirement for Limit ovulation induction⁷ (OI) or intrauterine insemination⁸ (IUI) to no more than 3 cycles prior to coverage of IVF.

It is also the first state fertility care and preservation law in the nation to recommend the use of elective single embryo transfer (eSET) and incorporate the latest medical technologies to encourage successful, healthy pregnancies. Other requirements for coverage reflect a focus on quality of care delivered, such as the requirement that an individual's diagnosis of infertility or the risk for iatrogenic infertility must be verified by a board-certified or board-eligible specialist (e.g., obstetrician-gynecologist, subspecialist in reproductive endocrinology) and that covered IVF procedures must be performed by a medical practice that conforms to American Society for Reproductive Medicine and American Congress of Obstetricians and Gynecologists guidelines.

The final version of this law can be accessed via the Delaware General Assembly website at <https://legis.delaware.gov/BillDetail?LegislationId=26219>.

2.2 Current GHIP Infertility Coverage (Effective August 1, 2019)

The current GHIP coverage provisions for the treatment of infertility (effective August 1, 2019) are as follows:

- A medical diagnosis of infertility is necessary.
- Eligible plan participants include the subset of the GHIP employees, spouses and dependent children aged 18 to 49; non-Medicare retirees and their covered dependents are also eligible, subject to the same age criteria.
- \$30,000 lifetime medical limit / \$15,000 lifetime prescription drug limit for all infertility services.

⁷ Ovulation induction (OI) is uses hormonal therapy to stimulate egg development and release, or ovulation.

⁸ Intrauterine insemination (IUI) is the placement of sperm that have been washed of seminal fluid directly into the uterus to bypass the cervix.

- Member cost sharing for *covered medical services* is subject to standard in-network and out-of-network medical benefits as defined by the health plan (Highmark Delaware or Aetna).
- Member cost sharing for *covered prescription drugs* is subject to a 25% coinsurance.
- Covered services include the following components of Senate Bill 139:
 - Coverage for iatrogenic infertility due to surgery, radiation, chemotherapy or other medical treatment.
 - Cryopreservation and thawing of eggs, sperm and embryos; cryopreservation of ovarian tissue and cryopreservation of testicular tissue.
 - Six completed egg retrievals per lifetime with unlimited embryo transfers using elective single embryos transfer⁹ (eSET) when recommended and medically appropriate.
 - Limit ovulation induction (OI) or intrauterine insemination (IUI) to no more than 3 treatment cycles before IVF services are covered.
 - When IVF is medically necessary, no cycles of OI or IUI are required.
 - Increase IVF transfer maximum age from current 44 to 49.
 - Coverage of embryo biopsy.
- Coverage also includes the following, which were not specifically included in Senate Bill 139:
 - Apply all infertility diagnostic testing under the standard medical benefit
 - Coverage of genetic testing or screening of embryos.

Key demographic and utilization statistics related to plan participants who receive infertility benefits are as follows:

	Data as of August 2, 2019
Total number of enrolled employees	126,503

⁹ Elective single-embryo transfer (eSET) is a procedure in which one embryo, selected from a larger number of available embryos, is placed in the uterus or fallopian tube. The embryo selected for eSET might be from a previous IVF cycle (e.g., cryopreserved embryos (frozen)) or from the current fresh IVF cycle that yielded more than one embryo. The remaining embryos may be set aside for future use or cryopreservation.

Total number of enrolled adults aged 18 to 49 (i.e., employees, spouses and dependents eligible for this benefit)	44,579
Total number of plan participants with an existing diagnosis of infertility (all ages)	1,083
Total number of those plan participants who have reached the prior lifetime medical maximum of \$10,000 and now have an additional \$20,000 under the new lifetime medical maximum (effective August 1, 2019)	107
Total number of those plan participants who were previously grandfathered into, and met, a higher lifetime medical maximum of \$25,000 and now have an additional \$5,000 under the new lifetime medical maximum (effective August 1, 2019)	0*

*No participants have met the medical lifetime maximum per the medical vendors, but 30 participants have met the Rx lifetime maximum per ESI.

2.3 SEBC Focus on Infertility Coverage

As a result of the exemption in Senate Bill 139 for employers with self-insured health insurance plans, the GHIP is not subject to the requirements for offering expanded fertility coverage. At the time the law was enacted, the GHIP offered less generous coverage for treatment of infertility services relative to current coverage, specifically:

- Eligible plan participants included employees and spouses only; dependent children were excluded.
- Due to differences in clinical policy guidelines, Highmark plans allowed egg transfers associated with IVF up to age 45, whereas Aetna plans allowed this to age 50.
- \$10,000 lifetime medical limit (lower than current) / \$15,000 lifetime prescription drug limit (same as current) for all infertility services (note: any additional diagnostic testing required to confirm initial diagnosis of infertility counted toward these lifetime limits).
- Members paid 25% coinsurance for medical services and prescriptions.

In July 2018, shortly after Delaware’s fertility law was enacted, the SEBC heard from several State employees in the public sessions of SEBC meetings who advocated for the SEBC to consider adopting the provisions of Senate Bill 139 in the GHIP. The employees also presented the SEBC co-chairs with a petition of 200 signatures obtained from State employees that are in favor of adopting the bill along with letters from others sharing their stories on how adoption of Senate Bill 139 would impact them.

Further discussion of the implications associated with expanding the GHIP's coverage of infertility treatment in accordance with Senate Bill 139 was conducted during the next SEBC meeting in August 2018. At that time, the SEBC voiced several concerns including the law's requirement of unlimited embryo transfers, differences in the age limits as defined by the law vs. the limits imposed in Highmark and Aetna's clinical policies, and how adoption of expanded fertility benefits would be funded. There were also questions about what the subject matter experts and clinicians considered were best practices for treatment of infertility. The SEBC decided to delegate continued review and discussion of this topic to the newly created Health Policy & Planning Subcommittee.

The Health Policy & Planning Subcommittee began its review of this topic in February 2019; discussions continued through June 2019, at which time the Subcommittee reached agreement on the following recommendations that were shared with the SEBC at the June 2019 meeting:

- Increase \$10,000 medical only infertility benefit maximum to \$30,000 and remove 25% coinsurance applicable to infertility treatments for medical coverage only, i.e., adopt standard in-network and out-of-network benefit design. (Note: 25% coinsurance and \$15,000 lifetime maximum would continue to apply to covered prescription drugs.)
- Partial adoption of Senate Bill 139 to include:
 - Fertility care services including IVF for members who suffer from a disease or condition resulting in medically necessary treatment causing iatrogenic infertility.
 - Cryopreservation and thawing of eggs, sperm and embryos (not previously covered under the GHIP).
 - Six completed egg retrievals per lifetime with unlimited embryo transfers using elective single embryo transfer (eSET) when recommended and medically appropriate.
 - Limit OI or IUI to no more than 3 cycles before IVF.
 - When IVF is medically necessary, no cycles of OI or IUI are required.
 - Increase IVF transfer maximum age from 44 to 49 (reflects change for Highmark plan members only; Aetna plan members were already subject to a maximum age of 49 for transfers).
- Coverage of embryo biopsy and testing to assess embryo quality to increase the success of a viable transfer (note: not previously covered under the GHIP and not included in Senate Bill 139).

- Monitor and analyze infertility benefit utilization including number of cycles and costs during the FY20 plan year (i.e., July 1, 2019 – June 30, 2020) compared to historical utilization.
- Through competitive bid process, evaluate potential to award contract to a third-party fertility benefits administrator and negotiate a bundled per cycle benefit.
- Explore opportunities to carve out or recontract infertility prescription coverage.
- Apply all infertility diagnostic testing under the standard medical benefit instead of counting those costs toward the medical lifetime maximum.
- Consider further appropriateness and efficacy of infertility benefits for FY21 and beyond.

Funding for these enhanced benefits was confirmed by the SEBC co-chair and OMB Director. At the conclusion of the June 2019 meeting, the SEBC voted to adopt the recommendations of the Health Policy & Planning Subcommittee.

For further details on the State of Delaware’s FY20 health plan designs specific to infertility, please go to <https://dhr.delaware.gov/benefits/agencies/index.shtml>.

2.4 Future GHIP Infertility Coverage (FY21+)

The SEBC is mindful of the importance of offering competitive benefits as an important tool for attracting and retaining employees. In light of the recent focus on fertility benefits in Delaware, the SEBC is interested in hearing proposals from fertility benefits administrators about potential plan design changes for FY21+ based on best practices and market trends. Interested bidders will be asked to provide cost estimates for several plan design alternatives, including the current state of GHIP coverage as described above, an alternative design consisting of a cycle-based limit, and another alternative design of each bidder’s choosing. This later offering should be based on the bidder’s best advice for a plan design for GHIP members.

Processes – If the SEBC decides to adopt a fertility benefits administrator, it will be necessary for that vendor to integrate with a complex set of processes across the State’s other health care vendor partners to effectively administer this benefit on the State’s behalf:

- **Eligibility** – Due to the way the State maintains electronic records on GHIP participant data, Aetna and Highmark would provide the fertility benefits administrator with an enrollment file with all medical plan participants in order for the fertility benefit administrator to determine which participants are eligible for fertility benefits. This process is in place today with ESI. The State does not have a third-party eligibility vendor and will continue to rely on the medical TPAs to send enrollment data to the fertility benefits administrator for the foreseeable future; in the unlikely event that this arrangement should change, then the State

would send, at minimum, three (3) 834 enrollment files to the fertility benefits administrator.

- **Member annual cost-sharing limits** – In order to effectively account for individual members’ payments toward their annual out-of-pocket maximums, a fertility benefits administrator would need to ensure that members’ claim data for visits to that vendor’s network providers is shared with Aetna, Highmark and ESI.
- **Clinical management and care coordination** – Both Aetna and Highmark have responsibility for the clinical management and care coordination of their respective member populations¹⁰, and the State has recently invested in implementing advanced care management solutions with both vendors. Despite some differences across vendors, both TPAs’ solutions involve utilizing enhanced ways to identify and engage with broader segments of the GHIP population than would normally be managed under a “traditional” disease management program. To maximize the effectiveness of these programs, it will be critical for a fertility benefit administrator to be integrated with Aetna and Highmark’s programs¹¹, i.e., be able to share clinical data about individual members receiving treatment from a fertility benefits provider with Aetna and Highmark, be able to accept referrals of members that are candidates for treatment at fertility benefit providers from Aetna and Highmark, and be able to share information about GHIP members’ eligibility for advanced care management programs under Aetna and Highmark with the fertility benefit administrator’s network of providers to facilitate referrals to those advanced care management programs. In addition, the State is interested in understanding fertility benefits administrators’ experience with transitioning the management of members who are currently in the process of receiving treatment for infertility to the fertility benefits administrator.
- **Claims data warehousing** – The State wishes to ensure that any member encounter with a fertility benefits administrator’s provider network are captured within its medical/Rx claim data warehouse maintained by IBM, formerly IBM Watson Health and Truven Health Analytics. This can be accomplished by the fertility benefits administrator either providing member claim data directly to IBM, or by sharing that data with Aetna, Highmark and ESI to indirectly provide to IBM; however, where possible, the State’s preference would be to leverage an existing process that a fertility benefits administrator has already established for working with Aetna, Highmark, ESI and/or IBM to share claim data.
- **Integration with the State’s pharmacy benefits manager** – Today, the State contracts with ESI for pharmacy benefit management (PBM) services. ESI receives medical plan enrollment files from Highmark and Aetna (i.e., not directly from the State) and is the State’s sole provider of prescription drug benefits.

¹⁰ The SEBC is responsible for design of the plans available to the GHIP’s participants and setting premium rates that can support the projected expenses of the GHIP.

¹¹ Because the fertility benefits administrator must be able to provide a consistent member experience regardless of a member’s enrollment in either Highmark or Aetna medical plan options, they cannot bid on this RFP.

However, the SEBC is interested in exploring opportunities to integrate prescription drug coverage through a fertility benefits vendor for medications associated with the treatment of infertility. Interested bidders will be asked to describe the breadth of their experience with facilitating member access to prescriptions either in coordination with the plan sponsor's PBM or through an alternative PBM via a direct relationship between the alternative PBM and the fertility benefits administrator.

- **Credentialing and Network** - In addition to demonstrating their ability to fulfill these integration requirements for the State, bidders must also have robust quality management processes in place to ensure that fertility benefit network providers are selected and monitored for meeting strict quality guidelines. It will be favorable if bidders can provide meaningful guarantees of the quality of fertility benefit vendor's network providers, including avoidance of complications and adherence to best practice clinical protocols such as elective single embryo transfer (eSET).

The SEBC will consider more favorably bidder proposals that promise to deliver significant unit cost reduction via bundled case rates and/or significant reductions in the total cost of care for fertility treatments without sacrificing the quality of care delivered; savings estimates may be prospectively forecasted by bidders, are subject to actuarial review by the SEBC's benefits consultants, and may be evaluated for performance on an annual basis. Bidders must also demonstrate stability within their provider network, with minimal provider disruption on an ongoing basis.

- **Delaware Health Information Network** - The SEBC also expects the selected organization(s) to participate in the Delaware Health Information Network (DHIN), which is a statutorily created not-for-profit instrumentality of the State of Delaware charged with the design, implementation, operation and maintenance of facilities for public and private use of health care information in the State. The DHIN is the state-designated health information exchange ("HIE") and under that statute is charged with operating a statewide integrated health information network to enable communication of clinical and financial health information, to promote the efficient and effective communication among Delaware health care providers and stakeholders including hospitals, physicians, state agencies, payers, employers and laboratories, with the goal of promoting efficiencies in the healthcare delivery system. The selected organization(s) participation may be with the DHIN directly or indirectly by sharing data with the State's medical TPAs, which participate in the DHIN. For further details on the DHIN, please go to <http://dhin.org/>.

B. Proposal Objectives and Scope of Services

The SEBC desires to contract with an organization specializing in providing fertility benefits administration. The organization must have prior experience directly related to the

services requested in this RFP. The selected organization(s) shall be required to provide the following services, at a minimum¹²:

- administer all fertility benefits that are currently covered by the State’s medical plan as of August 1, 2019;
- offer state of the art administration of fertility benefits and related services, including fertility preservation and embryo biopsy and testing, with particular attention to the quality of care delivered;
- provide a consistent member experience across the entire GHIP population regardless of medical plan enrollment;
- build and maintain a stable provider network that is based on those providers’ proven ability to deliver better health outcomes for a variety of fertility procedures;
- evaluate providers for quality and efficiency, including use of public credentialing data sources (e.g., NCQA, Joint Commission), initially and on an ongoing basis;
- articulate how the fertility benefit will overlay with the State’s existing health plans, including how it would be operationalized and communicated to GHIP members both during implementation and on an ongoing basis for members currently receiving treatment as well as new users of this benefit;
- work collaboratively with the State’s medical and pharmacy vendors to support the proper administration of claims accumulators (i.e., tracking of deductibles, where applicable, and out-of-pocket maximums);
- minimize member disruption while maximizing member experience;
- provide GHIP participants with concierge services including support with locating a provider, handling all medical data collection, appointment setting, travel arrangements, and follow-up care coordination;
- provide excellent customer service to participants;
- provide excellent account management services to the State, including timely reporting;
- provide competitive financial terms including bundled and/or discounted pricing for medical services and prescription drugs associated with these fertility benefits;
- agree to guarantee the vendor’s own performance (i.e., role in supporting benefit administration, account management services), as well as provide clinical and financial guarantees for the performance of the vendor’s network (i.e., improved procedural

¹² This is a general list of services. Details are set forth in the Minimum Qualifications and Questionnaire sections.

outcomes, access to high quality facilities, lower rates of complications, bundled case rates and/or discounted pricing reflecting savings relative to medical carrier/PBM pricing, ROI); and

- be responsive to changes in the programs and requests of the SEBC and the SBO.

C. Timetable/Deadlines

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

Event	Target (Local ET Time)
RFP Released	Monday, August 12, 2019
Intent to Bid Deadline ¹³	Friday, August 16, 2019, 1:00 p.m.
Mandatory Pre-Bid Meeting (Conference Call) ¹⁴	Tuesday, August 20, 2019, 11:00 a.m.
Questions due to SBO from Confirmed Bidders	Friday, August 23, 2019, 1:00 p.m.
Responses to Questions to Confirmed Vendors	By Friday, August 30, 2019
Deadline for Bids	Friday, September 6, 2019, 1:00 p.m.
Notification of Finalists - Invitation to Interview	Late September, 2019
Finalist Interviews ¹⁵	Mid-October, 2019
Contract Award	December, 2019 or January, 2020
Contract Effective Date	July 1, 2020

¹³ 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.

¹⁴ 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. The Mandatory Pre-Bid Meeting will be a conference call to discuss bid submission requirements, a claim of confidential and proprietary information, along with formatting requirements for the hard copies and electronic copies. Additionally, we will review the technology requirements. All other topics will be addressed in the written Question and Answer process.

¹⁵ The SEBC will require each of the finalists to make a presentation in Dover, Delaware, at the expense of the proposing firm. In addition to communicating your organization’s capabilities to fulfill the requirements in the RFP, the presentation will require a demonstration regarding member-facing online tools and resources, as well as any plan sponsor-facing online self-service tools available to the SBO for account management.

D. 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 outlined 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 proposing firm's ability to meet the Technical Standards and Data Requirements in Section V are also considered a minimum requirement.

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
Member Experience	20 points	<ul style="list-style-type: none"> • Demonstrated excellent customer service to members with a robust concierge model. • Able to seamlessly deliver services to members in conjunction with the medical and pharmacy vendors. • Member-facing online information, tools and website/app capabilities.
Provider Network	15 points	<ul style="list-style-type: none"> • Management of provider network of high quality facilities and professionals that have demonstrated their ability to achieve better health outcomes for fertility care. • Ability to provide adequate access to provider network within and adjacent to the State of Delaware.
Provider Quality	15 points	<ul style="list-style-type: none"> • Use of public credentialing data sources to evaluate providers for quality and efficiency (e.g., NCQA, Joint Commission, etc.) initially and on an ongoing basis. • Ongoing monitoring and evaluation of health outcomes achieved by network providers.
Account Management	15 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.
Experience and Qualifications	15 points	<ul style="list-style-type: none"> • Extensive experience administering the requested scope of services and offered best practice solutions for meeting the State's needs. • Has outstanding references that demonstrate an ability to meet the State's needs.

Topic	Points Awarded	Description/Examples
Implementation and Communication	10 points	<ul style="list-style-type: none"> • Demonstrated ability to implement benefit program for coordination and/or a seamless transition of claims and member services from Highmark, Aetna and ESI. • Willingness and proven ability to develop and launch a comprehensive communication plan to eligible plan participants before and during Open Enrollment.
Financial Terms	5 points	<ul style="list-style-type: none"> • Competitive administrative fees and bundled/discounted pricing for medical services and prescription drugs related to fertility benefits. • Ability to provide bundled case rates and/or discounted pricing reflecting savings relative to medical carrier/PBM pricing. • Willingness to offer financial guarantees based on achievement of specific metrics associated with the quality of care delivered by network providers.
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.
Total Points	100 points	

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 negotiations. The proposal the SEBC selects will be a working document. As such, the SEBC will expect the proposing firm to honor all representations made in its proposal.

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 proposals shall contain the essential information for which the award will be made. The information required to be submitted 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 including the Technical Standards and Security Requirements by the Department of Technology and Information (DTI). After a final selection is made, the winning vendor will be invited to negotiate 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.

E. 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 are subject to FOIA’s public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State 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. Administrative fees of a successful bidder that are

not part of a bundled pricing structure will be posted on the contract award page of the www.bids.delaware.gov website.

Vendor(s) may submit portions of a proposal deemed to be confidential business information. It 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 documents 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. 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, August 16, 2019, 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 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, the Non-Disclosure Agreement form, and all the attachments except the census.
- d. A signed non-disclosure agreement is required in order to receive the census. **NOTE:** Brokers cannot execute the non-disclosure agreement on behalf of their client. Additionally, subcontractors cannot obtain the data directly from the State - it must be obtained through the contractor they are working with.
- e. After signature, scan all the pages of the NDA and e-mail to Ms. Laurene Eheman at laurene.eheman@delaware.gov. The documents will be sent via UPS overnight mail and instructions to access any password protected documents will be included in the reply email confirmation.
- f. Certificate of Destruction - After the RFP process is completed and the contract award is made, the Non-Disclosure Agreement requires that the census data be destroyed in a secure manner.

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 may be 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. scope of services, scope of work
 - vii. shall, will, and/or must
- 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 the bidder’s business license, a resume, or sample mailings.
4. **Mandatory Pre-Bid Meeting – A conference call will take place on Tuesday, August 20, 2019, 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. 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 will not be taken. However, 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 Requirements¹⁶ 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, August 23, 2019, 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 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, no later than Friday, August 16, 2019, 1:00 p.m. ET (Local Time), prior to the time set for opening of the proposals.

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, August 23, 2019, 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.

¹⁶ Examples include missing or blank information about the State's fertility transaction volume or conflicting data on the number of fertility benefit participants noted in different places within this RFP document.

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. The vendor must guarantee financial terms through June 30, 2023. The State will have the option to renew the contract for two (2) one-year periods.

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 C.

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 C.

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. 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 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 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** –
 - a. 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.
 - b. Please use double-sided copies where it is logical to do so; for example, a section of ten or more pages.
 - c. Please use locking binders so the rings don’t separate in shipping. Do not use spiral binding because we have to add the responses to follow-up questions to your bid response binder.

- d. Please use multiple smaller binders instead of one large 6” binder, 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.
- e. 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.
- f. Please submit **three (3) 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 can’t 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 format:
 - i. Minimum Requirements
 - ii. Questionnaire
 - iii. Appendix L, *Fertility Benefits Administration Fees* (Word or Excel as provided.)
- e. Please label the CD or flash drive with your company name and carefully package it for shipping.

3. **Confidential Information, Generally -**

- a. 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.
- b. Administrative fees that can be identified as separate from any bundled pricing are not considered confidential and proprietary after the bidder has an executed contract with the State. Please refer to the section entitled *Required Reporting of Fees and 2nd Tier Spend* in Section B, *General Terms and Conditions*.

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 Copy¹⁷, 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

¹⁷ A redacted hard copy is not required.

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.

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	3	PDFs of the entire bid and Word and Excel versions of the sections and appendix 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.
- 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 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). For example, if you asked for your client references to be deemed confidential and in a follow-up we ask for additional references or an alternate contact name and number, we

would need an electronic copy with that information redacted. Similarly, if you have a list of clients in your presentation materials, we would also need a redacted copy of your presentation.

- e. 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, September 6, 2019**. 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. The contents of any proposal shall not be disclosed or made available to competing entities during the negotiation process.
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. In accordance with Executive Order #31 and Title 29, Delaware Code, Chapter 100, the contents of any proposal will not be disclosed to competing vendors prior to contract execution. Proposals become the property of the State of Delaware at the proposal submission deadline.
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 or withdraw submitted proposals after the applicable deadline.
12. **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.

13. **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.
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 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 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 fees, the intention to submit a proposal, or the methods or factors used to calculate the fees proposed. Please fill out the *State of Delaware Non-Collusion Statement*, Appendix A, 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 fee. 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

Failure to meet the minimum requirements may result in disqualification of the proposal submitted by your organization. Additionally, the Technical Standards and Data Requirements in Section V are considered minimum requirements.

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. **Fees or Costs** – Fees or costs that are not included in your bid and stated on the appropriate appendices (forms) will not be considered by the State. A fee only stated in a response to a question, whether or not we remind you to include a fee on the appropriate appendix or form, will not be considered! You must document ALL fees and costs within Appendix L, *Fertility Benefits Administration Fees*. Best and Final Rates or Offers may not be requested after your bid submission. Please provide your best and final rates or offer with your initial proposal.

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

INTRODUCTION

1.0 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 address.

1.0 Core Capabilities and Experience

#	Minimum Requirement	Response
1.1	The selected vendor must have at least three (3) 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 fertility benefits programs similar in size and complexity. Because more detailed questions follow, please provide only a broad outline here of the organization’s years of experience and qualifications for the services listed in the Scope of Services.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
1.2	Your company must have proven ability to perform the services described in this RFP. Of your company's current clients, please list below three (3) or more references with a level of fertility benefits	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
	utilization that is similar to what would be reasonably expected from the State of Delaware. Please include at least one reference for a current customer that has experienced a significant reduction in prescription drug costs resulting from implementing your fertility benefits administration services. The inclusion of at least one reference that represents a public sector organization and at least one reference of a size comparable to the State of Delaware is preferred, but not required.	
References		
	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. Note: At least three current and three terminated references are required in this section.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
1.3 (a)	Please provide three (3) references for current customers, including at least one reference for a current customer that has experienced a significant reduction in prescription drug costs resulting from implementing your fertility benefits administration services. The State of Delaware would prefer at least one public sector customer reference of comparable size; however, this is not required.	
	a. Customer Name	
	Customer Principal Location	
	Number of Employees (Total)	
	Number of Medical Plan Participants (Subscribers)	
	Effective Date of Contract	
	Has this customer experienced significant reduction in prescription drug costs?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
	b. Customer Name	
	Customer Principal Location	
	Number of Employees (Total)	
	Number of Medical Plan Participants (Subscribers)	
	Effective Date of Contract	
	Has this customer experienced significant reduction in prescription drug costs?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
	Customer Contact Name	

#	Minimum Requirement	Response
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
	c. Customer Name	
	Customer Principal Location	
	Number of Employees (Total)	
	Number of Medical Plan Participants (Subscribers)	
	Effective Date of Contract	
	Has this customer experienced significant reduction in prescription drug costs?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
1.3 (b)	Please provide references for three (3) terminated customers. The State of Delaware would prefer public sector customer references of comparable size; however, this is not required. 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	
	Number of Employees (Total during contract period)	
	Number of Medical Plan Participants (Subscribers 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	
	Number of Employees (Total during contract period)	

#	Minimum Requirement	Response
	Number of Medical Plan Participants (Subscribers during contract period)	
	Contract Period	
	Date of Termination	
	Reason for Termination	
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
	c. Terminated Customer Name	
	Terminated Customer Principal Location	
	Number of Employees (Total during contract period)	
	Number of Medical Plan Participants (Subscribers during contract period)	
	Contract Period	
	Date of Termination	
	Reason for Termination	
	Customer Contact Name	
	Job Title	
	Address	
	Telephone Number	
	Email	
	Name of Account Manager	
1.4	<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. Please provide a resume as an exhibit.</p> <p style="text-align: center;"><i>Executive Sponsor</i></p> <p>Contact name</p> <p>Title</p> <p>Phone number</p> <p>Email address</p> <p>Fax number</p> <p>Current client load</p> <p>Percent of time dedicated to the State of Delaware</p> <p style="text-align: center;"><i>Account Executive</i></p> <p>Contact name</p> <p>Title</p> <p>Phone number</p> <p>Email address</p>	

#	Minimum Requirement	Response
	Fax number	
	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?	
	Please confirm that this individual is, at a minimum, a senior level manager with at least five (5) years’ experience providing Fertility Benefit services administration account management, 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 <input type="checkbox"/> Not confirmed, explain
	<i>Account Manager</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	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? If dedicated, would there be an additional cost to the State? If so, please identify additional charge to do so in your response to Appendix L, <i>Fertility Benefits Administration Fees</i> .	
	<i>Implementation Manager</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Number of years with organization	
	Number of years in current position	
	Total number of accounts	

#	Minimum Requirement	Response
	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?	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	<i>Eligibility/Enrollment</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
	<i>Claims Supervisor</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
	<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>Operations Manager</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	

#	Minimum Requirement	Response
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
1.5	Confirm that the primary contact and/or lead personnel assigned to the fertility services administration transition/ implementation teams and account management teams will attend the vendor interviews, if you are invited to participate (see Section I.C. Timeline/Deadlines for additional details).	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not Confirmed

2.0 Benefit Administration

#	Minimum Requirement	Response
2.1	Please confirm that you can administer all fertility benefits that are currently covered by the State's medical plan as of August 1, 2019.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.2	Please confirm that you can administer all fertility benefits as they are outlined within Senate Bill 139.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.3	Please confirm that services will extend nationwide to all eligible employees, non-Medicare retirees and adult dependents.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.4	Please confirm that you can administer a travel and lodging benefit in its entirety, including collecting/reviewing receipts from members who are claiming the benefit, paying members' travel allowance when warranted, and issuing 1099s to members who have received the benefit.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.5	Please confirm that you will provide member concierge services for all of the following activities: selecting and locating network providers, facilitating provider-to-provider discussions with the member's PCP, coordinating medical data collection (e.g., lab testing), facilitating member access to prescription drugs (either via the plan sponsor's PBM or through an alternative PBM with a directly relationship with your organization), arranging provider appointments and travel, and coordinating follow-up care.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.6	Please confirm that you will connect members with their health plan's member services for assistance with locating a PCP, if needed.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.7	Please confirm that you can support referrals to/from the State's other health care resources (e.g., medical vendors' disease management programs, maternity care programs, parental leave, employee assistance program (EAP), disability, etc.), when warranted.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
2.8	Please confirm that the State will receive a 90-day notice, when possible, of any event or negotiation that may cause a disruption to the provider network.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.9	Please confirm that your organization will provide relevant member communications materials, including support for the production and distribution of such materials, at no cost to the State and plan participants. This includes printing and postage. Please include samples of your standard open enrollment communication materials as an Exhibit.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.10	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
2.11	Please confirm your organization will conduct customer service surveys and report results on a semi-annual basis. (This is a requirement in the Performance Guarantees.) 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
2.12	Please confirm that you will provide a toll-free member services number.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.13	Please confirm that you can accept eligibility files in the industry standard 834 file format.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.14	Please confirm that you can accept and process enrollment files from multiple sources (Highmark and Aetna) for the same time period; see Attachment 1 for the layout requirements.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.15	Please confirm that you can coordinate with the State's medical and prescription drug TPAs (e.g., through shared deductible and out-of-pocket accumulators) to accept, process and pay claims from providers within your network.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.16	Please confirm that you have the proven ability to reduce prescription drug costs through discounted pricing relative to PBM pricing and/or through improved management of members utilizing those prescriptions?	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.17	Please provide a flow diagram for how claims are processed, including both medical and prescription drug claims.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.18	Please confirm that your organization can coordinate with the State's medical and prescription drug third-party administrators to ensure that any member cost-sharing associated with using the providers in your network is coordinated with the medical/Rx plan's annual deductible and out-of-pocket maximum.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.19	Please confirm that your organization can mirror the age and diagnosis criteria specified in the State's current (FY20) benefit design; see Attachment 5.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
2.20	Please confirm that your organization has experience with transitioning the clinical management of members who are currently receiving infertility treatment under a medical TPA to your fertility benefits program.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.21	On a monthly basis and at no cost to the State, please confirm that you agree to provide the State's data warehouse vendor, currently IBM (formerly known as IBM Watson Health and Truven Health Analytics), with claims data either directly to IBM or indirectly via the State's medical and pharmacy TPAs (i.e., through claims data submission to Highmark, Aetna and ESI). The selected organization may, at the direction of the State, be required to provide claims data to other parties and/or business partners of the State, including, but not necessarily limited to, the Delaware Health Insurance Network (DHIN) and the State's healthcare consultant as determined necessary for the administration of the GHIP. Such requests shall be fulfilled at no cost to the State. The State acknowledges that the release of claims data must be done in compliance with HIPAA Privacy rules and regulations.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.22	<u>Reporting – Please confirm that at no cost to the State:</u>	
	a. Your organization can provide ongoing management reports on a quarterly basis that include, but are not limited to, the following: member utilization of your network providers, members' clinical outcomes and financial savings to members and the State. Which reports are available on-line? As an exhibit, please provide a sample of your standard management reports.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	b. Your organization can provide <i>ad hoc</i> reports as requested. Is there a fee for such reports? If so, please indicate in Appendix L, <i>Fertility Benefits Administration Fees</i> . As an exhibit, please provide a sample of a type of <i>ad hoc</i> report that was produced for a client.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	c. Please confirm that your organization must provide financial reporting 45 days (under no circumstances to exceed 60 days) following the end of each quarter.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

3.0 Implementation

#	Minimum Requirement	Response
3.1	Assuming a contract award by mid-January, 2020 and an effective date of July 1, 2020 for membership engagement, as an exhibit provide a detailed implementation schedule including dates/tasks/roles (for both State and vendor resources) with a kick-off meeting with the State on February 3, 2020.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.2	Please confirm that your organization will lead the implementation process taking direction from the State of Delaware.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
3.3	Confirm that you will conduct a pre-implementation testing process to ensure accuracy of plan administration prior to the effective date and that you will share the results of the testing process with the State.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

4.0 Financial

#	Minimum Requirement	Response
4.1	Please confirm that all fees or costs to administer the program are included on Appendix L, <i>Fertility Benefits Administration Fees</i> . Fees or costs that are not included on this form will not be considered by the State.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.2	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
4.3	Please confirm that the State or its designee will have the right to audit on an annual basis with an auditor of its choice and with full cooperation of your organization, the services and pricing provided in order to verify compliance with all program requirements and contractual guarantees. The State's right to audit shall survive the termination of the agreement between the parties for a period of three (3) years.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.4	At minimum, guarantee proposed administrative fees for three (3) contract years (12 months per year) with two (2) one-year extensions, each at the discretion of the SEBC and with rate caps not to exceed 3% per year. Please include this in your response to Appendix L, <i>Fertility Benefits Administration Fees</i> .	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.5	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 except the State must reimburse Bidder within the confines of the provisions of a contract.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.6	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
4.7	Please confirm that your organization must submit to the State on its invoice an itemization of the charges and fees, and credit for services provided in the administration of the services.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.8	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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.9	Please confirm that your organization must provide the State with an estimate of administrative fees and amounts of outstanding checks no later than 45 days following the close of each fiscal quarter.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

5.0 Legal¹⁸

#	Minimum Requirement	Response
5.1	<p><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 programs 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.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.2	<p><u>Contract Termination:</u> Please confirm your organization agrees that upon termination of an insurance contract with your company, your company would remain liable for all pending and unreported claims incurred prior to the termination date.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.3	<p><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.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.4	<p><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.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.5	<p><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 process of an application. Confirm your understanding that work cannot begin until your organization has a valid State of Delaware business license.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.6	<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</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>

¹⁸ 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
	omission on the part of the vendor in their negligent performance under this contract.	
5.7	<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> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.8	<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> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.9	<p><u>Insurance Coverage:</u> A. 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>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 <u>NOT</u> be named as an additional insured. <p>At this time, you may or may not provide a copy of your certificate of insurance as an exhibit with the appropriate types and coverage levels,</p>	<p><i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	but, if 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.	
5.10	<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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.11	<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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.12	<u>Indemnification:</u> 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. 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. 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: 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
	<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>	<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>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>
5.14	<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 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.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
5.15	<p><u>Entire Agreement</u>:</p> <p>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</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
	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.	
5.16	<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><i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.17	<p><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, either express or implied, in any of its advertising or sales materials without the State’s express written consent.</p>	<p><i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.18	<p><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.</p>	<p><i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.19	<p><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.</p>	<p><i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.20	<p><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.</p>	<p><i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.21	<p><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</p>	<p><i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed</p>

#	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
5.22	Please confirm that, if awarded the contract, your organization (“vendor”) will provide on an annual basis a Service Organization Control (“SOC”) Report that address the internal control over financial reporting of vendor’s services (SOC1). A SOC 1 report may include multiple reports to reflect all processes and locations utilized by vendor in performing the Services. SOC reports are prepared under the American Institute of Certified Public Accountants (AICPA) Statements on Standards for Attestation Engagements (SSAE) 16 and must be prepared by external auditors selected by the vendor with appropriate credentials. Upon the State’s request in July each year, the vendor will promptly provide the report(s) and a Bridge Letter(s) to encompass the preceding fiscal year (July 1 to June 30) for the State’s auditors. Additionally, the State may request a copy at any time of the SOC1 report that includes the time period covered in a previous Bridge Letter.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.23	<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
5.24	<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: i. the laws of the State of Delaware; ii. the applicable portion of the Federal Civil Rights Act of 1964; iii. the Equal Employment Opportunity Act and the regulations issued there under by the federal government; iv. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and v. 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. vi. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). vii. Electronic Data Interchange (EDI) Rule viii. Privacy laws	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
	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.	
5.25	<u>Monthly Invoicing for Administrative Fees:</u> Please confirm your acceptance that, if awarded the contract, Contractor shall submit monthly invoices to the State in sufficient detail to support the services provided during the previous month. The State will not pre-pay for services (regardless of whether these are administrative fees or services). 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.26	<u>Payment of Expenses:</u> Please confirm your acceptance that, if awarded the contract, unless provided otherwise in an Appendix, 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
5.27	<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
5.28	<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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.29	<u>Non-Collusion Statement:</u> Please confirm you have filled out the <i>State of Delaware Non-Collusion Statement Form</i> , Appendix A, and included it in your bid package.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.30	<u>Performance Guarantees:</u> If awarded the contract, please confirm your organization’s willingness to enter into performance guarantees. Please follow the	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
	instructions in Appendix C and include the completed <i>Performance Guarantees</i> form in your bid package. <i>If your offer does not receive a clarifying question or any other response from the State, it does not infer acceptance.</i> The State reserves the right to negotiate both financial and non-financial performance guarantees with the selected vendor: Implementation, Claim Administration, Customer Services, Program Outcomes, and Account Management Satisfaction.	
5.31	<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.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.32	<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. 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.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.33	<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.)	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.34	<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.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.35	<u>Software Inventory Form:</u> Please confirm you have filled out the <i>Software Inventory Form</i> , Appendix I, and included it in your bid package.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.36	<u>Business Associate Agreement:</u> Please confirm you will enter into the agreement, Appendix M. If you have suggested changes, please provide the document with redlines. However, please be advised that the State will not consider major changes.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.37	<u>Changes/Modifications to the Agreement:</u>	
	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.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
b. Willingness to supply the State with renewal information and/or contract amendments at least 150 days prior to renewal.	(Pick one of the following) <input type="checkbox"/> Confirmed	

#	Minimum Requirement	Response
	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.	<input type="checkbox"/> Not confirmed, explain <i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.38	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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.39	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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

IV. Questionnaire

Instruction

!!! IMPORTANT !!!

A. **Responsiveness** –

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

B. **Respond to Each Question** –

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

C. **Fees or Costs** – Fees or costs that are not included in your bid and stated on the appropriate appendices (forms) will not be considered by the State. A fee only stated in a response to a question, whether or not we remind you to include a fee on the appropriate appendix or form, will not be considered! You must document ALL fees and costs in Appendix L, *Fertility Benefits Administration Fees*.

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

E. **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.

.....

1.0 Bidder Profile

#	Question	Response
1.0.1	Please provide a brief history of your company. 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 expansion both nationally and in the State of Delaware's markets (if applicable).	
1.0.2	Have you or any of your subsidiary or affiliated corporations ever been indicted or otherwise accused of any criminal misconduct within the past 10 years? If so, please explain and indicate the outcome as well as any actions and preventive measures now in place to prevent any repetition in the future.	
1.0.3	Describe any legal issues, conflicts of interest, or constraints that could conceivably affect with the services provided to the State.	
1.0.4	What is the size of your current book of business (by number of covered lives)?	
1.0.5	What percent of your book of business (by number of covered lives) would the State of Delaware represent among your other customers?	
1.0.6	Please describe your organization's experience, including the number of years of experience, with providing the scope of services outlined in Section I.B. Proposal Objectives and 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). Also, indicate number of clients in total.	
1.0.7	Describe how the account manager works within your company to support your clients.	
1.0.8	Describe how the account manager will conduct one-to-one meetings with the State, e.g., frequency, calls vs. visits, topics covered, etc.	
1.0.9	Based on your experience with similar clients/programs, describe the resources that will be needed from the State of Delaware on an ongoing basis to manage the program. What level and frequency of interaction with the State of Delaware would you prefer to ensure program success?	
1.0.10	Provide the following information about your overall organization, not just the segment providing services outlined in Section I.B. Proposal Objectives and Scope of Services, for the most recent completed fiscal year:	
	Fiscal year dates	
	Revenue	
	Operating profit	
	Debt	
	Number of employees	

#	Question	Response
	Ownership structure	<i>(Pick one of the following)</i> <input type="checkbox"/> Not for profit <input type="checkbox"/> Privately owned (for profit) <input type="checkbox"/> Publicly traded <input type="checkbox"/> Other (describe below)
1.0.11	Did ownership change within the past 24 months, or is a change being considered in the next four (4) years? If yes, please describe.	
1.0.12	What is the state of domicile for your company (state with regulatory control)?	
1.0.13	Do you have a parent organization? If yes, please provide their name, address, etc.	
1.0.14	Please describe any recent or pending mergers, acquisitions, or partnerships that have impacted or may impact the services you can offer.	
1.0.15	Summarize, in one paragraph, the key points of differentiation from your competitors, and why you are the best company to provide fertility benefits administration to the State.	
1.0.16	Provide information on any other 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.	
1.0.17	Provide a description of your product expansion roadmap. What other services and/or capabilities are planned in the next 3 years?	
1.0.18	How many new accounts did you win in the last 19 months (from January 1, 2018 to July 31, 2019) relative to the services asked for in this RFP?	
1.0.19	What is the average tenure (in years) of your client base?	
1.0.20	Provide your persistency/retention rate for your client relationships for the most recent calendar year (2018).	Persistency/retention: ____ %
1.0.21	Indicate the number and percentage of employer clients your organization contracts with (as of January 1 of the current year) for your fertility management products, within the tiers defined below.	
	Less than 2,500 employees	# of Employers: % of Employer Base: Total # of Subscribers:
	2,501 – 5,000 employees	# of Employers: % of Employer Base: Total # of Subscribers:
	5,001 to 10,000 employees	# of Employers: % of Employer Base: Total # of Subscribers:

#	Question	Response
	10,001 to 25,000 employees	# of Employers: % of Employer Base: Total # of Subscribers:
	25,001 to 50,000 employees	# of Employers: % of Employer Base: Total # of Subscribers:
	More than 50,000 employees	# of Employers: % of Employer Base: Total # of Subscribers:
1.0.22	Do you have any restrictions or pending reviews by local/municipal, State, or Federal authorities for noncompliance with local/municipal, State or Federal regulations? If yes, please describe.	
1.0.23	Do you have any significant litigation and/or government action pending, or has there been any taken or proposed against your company during the most recent 5 years? If yes, please describe.	
1.0.24	Has your company filed for bankruptcy in the past 10 years? If yes, please explain.	
1.0.25	Identify your planned investment in systems and technology for the next 2 years. Briefly describe the details of this planned investment.	
1.0.26	Are there any plans for other major capital investments, divestments, or system conversions during the next 12 months? If yes, please describe.	
1.0.27	Is your organization, your parent company, or any of your parent company's operating companies currently receiving Federal or other governmental assistance (either domestic or foreign) due to insufficient assets, insufficient reserves, or other financial concerns? If yes, please explain.	
1.0.28	How many accounts did you lose from all causes (e.g., normal contract termination, migration to in-sourcing, migration to another provider, M&A activity, etc.) over the past 12 months?	

2.0 Fertility Benefits Administration

2.1 Fertility Benefits Management

#	Question	Response
2.1.1	Are there any medical conditions or other disqualifying characteristics that are not eligible for your services? If yes, please specify (e.g., higher risk, excessive BMI such as >40, female members aged > 49, etc.).	

#	Question	Response
2.1.2	Do you have a preference for whether your provider network is offered as a replacement for (i.e., in lieu of) the <u>medical</u> TPAs' participating fertility providers, or, alternatively, your provider network is offered in conjunction with (i.e., alongside of) the medical TPAs' fertility providers? In your response, please explain why you prefer this approach. How has your preferred approach been operationalized by your other customers, and how has it been communicated to members?	
2.1.3	<p>If you prefer that your provider network be offered as a replacement for (i.e. in lieu of) the medical TPAs' participating fertility providers, please respond to the following:</p> <p>a. Would eligible individuals receiving fertility treatment on or before June 6, 2020 be eligible for services under your network?</p> <p>b. If so, how would you handle cases in which the individuals' providers delivering treatment are not part of your network?</p> <p>c. Must a member have a medical diagnosis of infertility through the medical TPA and then a formal referral for access to fertility services through your network?</p> <p>d. Is a formal referral required without a medical diagnosis of infertility? For example, a referral from a PCP or OB/GYN without testing for actual infertility. If so, would this be a requirement for all plans or the HMO plan only?</p> <p>e. Can the eligible individual access fertility services without a referral?</p>	
2.1.4	<p>If your provider network would be offered in conjunction with (i.e., alongside of) the medical TPAs' fertility providers, please respond to the following:</p> <p>d. Would you require eligible individuals to seek for infertility treatment first through your network?</p> <p>e. Must a member have a medical diagnosis of infertility through the medical TPA and then a formal referral for access to fertility services through your network?</p> <p>f. Is a formal referral required without a medical diagnosis of infertility? For example, a referral from a PCP or OB/GYN without testing for actual infertility. If so, would this be a requirement for all plans or the HMO plan only?</p> <p>g. Can the eligible individual access fertility services without a referral?</p>	
2.1.3	If any of your other customers have decided to carve out <u>medical</u> coverage of fertility benefits exclusively to your provider network, how did they address plan participants who were currently utilizing their fertility benefits on the effective date of the carve-out? How would you suggest these plan participants be addressed to optimize the member's experience and outcomes?	

#	Question	Response
2.1.4	Do you have a preference for whether your organization’s preferred PBM is utilized as the sole provider of prescription drug (i.e., in lieu of) your customer’s <u>pharmacy benefits manager</u> , or whether your preferred PBM is offered in conjunction with (i.e., alongside of) your customer’s PBM? In your response, please explain why you prefer this approach. How has your preferred approach been operationalized by your other customers, and how has it been communicated to members?	
2.1.5	If any of your other customers have decided to carve out <u>prescription drug</u> coverage of fertility benefits exclusively to your preferred PBM, how did they address plan participants who were currently utilizing their fertility benefits on the effective date of the carve-out? How would you suggest these plan participants be addressed to optimize the member’s experience and outcomes?	
2.1.6	Describe any specialized case management programs for fertility benefits, i.e., fertility nurses. Indicate if these programs require a buy-up to provide members with access.	
2.1.7	Describe your claims denial procedures, including coordination with the State’s medical TPAs, Aetna and Highmark, and its PBM, ESI.	
2.1.8	Can you administer a dollar-based fertility benefit?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, provide details for the product design that you recommend <input type="checkbox"/> No, explain
2.1.9	Can you administer a cycle-based fertility benefit?	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes, provide details for the product design that you recommend, including how you define a cycle and what services are included <input type="checkbox"/> No, explain
2.1.10	Please complete the table below and provide any applicable details or clarifications further below:	
	a. Pre-term and/or low birth weight births	Rate: ___ %
	b. C-section rate	Rate: ___ %
	c. Elective inductions prior to 39 weeks of gestation	Rate: ___ %
	d. Multiple births	Rate: ___ %
	Details:	
2.1.11	Complete the following table with information regarding current support for plan members. If there are any separate administrative fees for providing any of these services, please note those fees within your response to Appendix L, Fertility Benefits Administration Fees.	

#	Question	Response
	a. Support for women and families considering conception.	<i>(Pick all that apply and provide details)</i> <input type="checkbox"/> Telephonic support <input type="checkbox"/> Website support <input type="checkbox"/> Mobile application <input type="checkbox"/> No <i>Describe:</i>
	b. Support for women and families with fertility issues (whether or not fertility benefits are covered). Specifically address availability of clinical “navigation” support.	<i>(Pick all that apply and provide details)</i> <input type="checkbox"/> Telephonic support <input type="checkbox"/> Website support <input type="checkbox"/> Mobile application <input type="checkbox"/> No <i>Describe:</i>
	c. Steerage to selected fertility centers based on use of eSET and rate of multiple births. Specifically discuss your threshold criteria for eSET and multiple birthrates and the actual outcomes within your selected fertility centers.	<i>(Pick all that apply and provide details)</i> <input type="checkbox"/> Telephonic support <input type="checkbox"/> Website support <input type="checkbox"/> Mobile application <input type="checkbox"/> No <i>Describe:</i>
	d. Steerage to selected fertility centers based on pricing/network discounts. Specifically address use of bundled payments by cycle.	<i>(Pick all that apply and provide details)</i> <input type="checkbox"/> Telephonic support <input type="checkbox"/> Website support <input type="checkbox"/> Mobile application <input type="checkbox"/> No <i>Describe:</i>
	e. Support for women and families once they are pregnant.	<i>(Pick all that apply and provide details)</i> <input type="checkbox"/> Telephonic support <input type="checkbox"/> Website support <input type="checkbox"/> Mobile application <input type="checkbox"/> No <i>Describe:</i>
	f. Support for women and families if after the treatment cycles they are not pregnant.	<i>(Pick all that apply and provide details)</i> <input type="checkbox"/> Telephonic support <input type="checkbox"/> Website support <input type="checkbox"/> Mobile application <input type="checkbox"/> No <i>Describe:</i>
	g. Delivery of member-specific benefit coverage and network information.	<i>(Pick all that apply and provide details)</i> <input type="checkbox"/> Telephonic support <input type="checkbox"/> Website support <input type="checkbox"/> Mobile application <input type="checkbox"/> No <i>Describe:</i>

#	Question	Response
	h. Promotion of relevant client-specific programs and resources (e.g., EAP work/life benefits, telemedicine, wellness programs).	<i>(Pick all that apply and provide details)</i> <input type="checkbox"/> Telephonic support <input type="checkbox"/> Website support <input type="checkbox"/> Mobile application <input type="checkbox"/> No <i>Describe:</i>
2.1.12	Provide your book of business engagement rates for the below resources (if available) and provide 2 examples of clients with market-leading engagement rates, how they were achieved, as well as the clinical/financial outcomes achieved.	
	a. Pre-conception support.	
	b. Fertility support.	
	c. Pregnancy support (non-high risk).	
	d. High risk pregnancy support.	
	e. Post-delivery support.	
Maternal Morbidity and Mortality		
2.1.13	In the table below, confirm that you report on the following metrics on at least an annual basis.	
	a. Cesarean Section (CS) rate.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed. Rate __% <input type="checkbox"/> Not confirmed
	b. NTSV CS rate (nulliparous, term, singleton, vertex – i.e. low risk moms).	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed. Rate __% <input type="checkbox"/> Not confirmed
	c. Vaginal birth after CS (VBAC) rate.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed. Rate __% <input type="checkbox"/> Not confirmed
	d. Early elective delivery rate (deliveries before 39 weeks with no medical indication for early delivery).	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed. Rate __% <input type="checkbox"/> Not confirmed
	e. Portion of births by midwife.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed. Rate __% <input type="checkbox"/> Not confirmed
2.1.14	What programs, if any, do you have in place to decrease CS rates, and how do you measure their success?	
2.1.15	What do you recommend as a proposed plan design for fertility services that enables members to make the best choices to maximize treatment outcomes given their unique needs? Please attach the description as an exhibit.	
2.1.16	Would eligible individuals undergoing fertility treatment before June 30, 2020 have access to your network? Or would they be ineligible for services through your network?	

2.2 Provider Selection, Quality and Cost

#	Question	Response
2.2.1	What types of fertility care providers/specialties are included in your network?	
2.2.2	How do you select physicians for your provider network?	
2.2.3	How do you select facilities for your provider network?	
2.2.4	How often is your network of health care providers updated?	
2.2.5	Once a provider is credentialed and participating in your network, is there a minimum amount of time that they will remain designated as a network provider before that designation is revisited?	
2.2.6	As an exhibit, confirm you have attached a list of your network providers available nationwide with notation of the city and state where each provider is located and National Provider ID, if possible.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.2.7	Please comment on any historical changes in your network, including reasons for any providers dropping out of your network over time.	
2.2.8	What happens when a member elects to utilize one of your network providers that is not a participating provider in the member's health plan network?	
2.2.9	Describe your quality criteria for provider credentialing (including all data sources evaluated). Include in your description how you evaluate provider practices related to eSET for the purpose of evaluating the quality of care delivered by those providers.	
2.2.10	Are patient reviews part of the quality determination? If so, how much weight are patient reviews given when measuring quality? How are patient reviews obtained? Identify whether the patient reviews can be from the State's members or must be from a broader base.	
2.2.11	Do you utilize any independent, third parties to evaluate provider quality? If so, identify the company(s) and how they perform the evaluations.	
2.2.12	Confirm the frequency for ongoing provider evaluation and quality assessment.	
2.2.13	Are factors such as visit volume, quality and frequency of follow-up evaluations taken into account when selecting hospitals, facilities (including ambulatory surgery centers) and/or physicians for your provider network?	
2.2.14	How often is the cost of a particular health care service determined or updated?	
2.2.15	Is the cost of health care services determined per county or other geographic region?	
2.2.16	How do you and/or your providers handle collection of member cost-sharing (i.e., copays, coinsurance, etc.)? How is this coordinated with the medical TPA?	

#	Question	Response
2.2.17	Confirm you have written policies in place for treatment protocols, infection control, and quality assurance. Do these policies vary by type of Fertility Benefit procedure? If so, how?	<i>Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

2.3 Steerage Mechanisms

#	Question	Response
2.3.1	Describe the plan design steerage mechanisms listed below as follows: able to support (yes/no), % of book of business with mechanism in place, and other necessary information including any special issues, adjudication process, administration fees, exceptions, etc.	
	Deductible/coinsurance waived for using one of your network providers (as opposed to the medical TPA's network)	<i>Able to support (Y/N):</i> <i>% of BOB with mechanism in place:</i> <i>Additional information:</i>
	Pre-certification requirement prior to obtaining a procedure from one of your network providers	<i>Able to support (Y/N):</i> <i>% of BOB with mechanism in place:</i> <i>Additional information:</i>
	Cash incentives	<i>Able to support (Y/N):</i> <i>% of BOB with mechanism in place:</i> <i>Additional information:</i>
	Travel/Lodging benefit	<i>Able to support (Y/N):</i> <i>% of BOB with mechanism in place:</i> <i>Additional information:</i>
	Other	
2.3.2	How successful have you been for clients in shifting usage toward your network providers and away from other facilities? Share case studies and/or testimonials as appropriate.	
2.3.3	Based on the location of providers in your network relative to where the majority of the State's enrolled population reside, would you recommend providing a travel and lodging allowance to plan participants who want to access fertility benefits? If so, do you have an existing travel and lodging allowance/policy you typically prefer to use, or would you match the provisions of the State's existing travel and lodging allowance? Would the cost of this travel benefit be included in your fees (including if your business model consists of bundled pricing for fertility services), or would the State need to pay for this every time a member uses the benefit?	

#	Question	Response
2.3.4	For the administration of travel and lodging benefits, do you require approval of all travel plan designs not consistent with the standard policy? For example, members choosing not to use the nearest provider.	

2.4 Coordination with Third Parties

#	Question	Response
2.4.1	What is the target turnaround time from your receipt of enrollment data to when the data is processed and “live” in your IT system (for the purpose of confirming member eligibility for this benefit)?	
2.4.2	Describe your ability to coordinate with the State’s medical TPAs to accept, process and pay claims from medical providers within your provider network. Please describe the data you typically provide to the medical TPAs in order to do this. Please be specific and include all relevant operational details such as file layouts, timing and frequency of file feeds, details on any Aetna- or Highmark-specific nuances that the State should be aware of, etc.	
2.4.3	Describe your ability to integrate with the State’s medical TPAs to share information regarding members’ treatment, cost-sharing (e.g., deductible, copays, out-of-pocket maximum), etc. Please describe the data you typically provide to the medical TPAs in order to do this. Please be specific and include all relevant operational details such as file layouts, timing and frequency of file feeds, details on any Aetna- or Highmark-specific nuances that the State should be aware of, etc.	
2.4.4	Describe how you would work with the State and any third-party vendor to coordinate benefits for a member with dual medical coverage.	
2.4.5	Describe your experience integrating with Aetna. Do you currently work with Aetna on behalf of clients? If so, how many mutual clients do you have?	
2.4.6	Please specify those items for which you are integrated with Aetna.	<i>(Pick all that apply)</i> <input type="checkbox"/> Claim accumulator sharing <input type="checkbox"/> Pre-certification coordination <input type="checkbox"/> Referrals <input type="checkbox"/> Pre-op coordination <input type="checkbox"/> Post-op coordination <input type="checkbox"/> No integration

#	Question	Response
2.4.7	Describe your experience integrating with Highmark Delaware. Do you currently work with Highmark Delaware on behalf of clients? If so, how many mutual clients do you have? Given the intricacies of the Blue Cross organization, please explain how your organization coordinates with Blue Cross on behalf of local Blue plan sponsors.	
2.4.8	Please specify those items for which you are integrated with Highmark Delaware.	<i>(Pick all that apply)</i> <input type="checkbox"/> Claim accumulator sharing <input type="checkbox"/> Pre-certification coordination <input type="checkbox"/> Referrals <input type="checkbox"/> Pre-op coordination <input type="checkbox"/> Post-op coordination <input type="checkbox"/> No integration
2.4.9	Describe your experience integrating with ESI Do you currently work with ESI on behalf of clients? If so, how many mutual clients do you have?	
2.4.10	Please specify those items for which you are integrated with ESI.	<i>(Pick all that apply)</i> <input type="checkbox"/> Claim accumulator sharing <input type="checkbox"/> Pre-certification coordination <input type="checkbox"/> Referrals <input type="checkbox"/> Pre-op coordination <input type="checkbox"/> Post-op coordination <input type="checkbox"/> No integration
2.4.11	Please confirm your ability to integrate with the following programs and describe the corresponding process. If your integration process for Aetna, Highmark or ESI differ in any of these areas from your standard approach that you previously described in response to the questions above, please identify and explain how your process for Aetna, Highmark or ESI differs from your standard.	
	Medical plan customer service	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Medical plan claims processing	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Medical plan case/utilization managers	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Medical plan disease management nurses	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Telemedicine	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed

#	Question	Response
	Plan sponsor's data warehouse	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	On-site or near-site health center	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	ACO	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Pharmacy Benefit Manager (with carved in specialty pharmacy vendor)	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	EAP	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Disability/ FMLA Vendor	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Transparency Vendors (note – not in place for the State today, though may be in the future)	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Other (please describe)	
2.4.12	What frequency of data exchange with the State's medical TPAs would be necessary to ensure that the member's out-of-pocket cost share accumulations (deductible, OOPM, etc.) would always be current?	

2.5 Access

#	Question	Response
2.5.1	Please provide GeoAccess reporting based on the census provided. Please indicate what percent of eligible employees reside within 50 miles of a network provider. In the results you're reporting, please indicate whether multi-physician practices are notated as 1 provider or as multiple providers.	

3.0 Member Management

3.1 Patient Workflow

#	Question	Response
3.1.1	Provide a high-level workflow diagram that explains your member service processes, including the type of clinician available at each stage of the process (pre-procedure assessments, facility and physician treatments, access to prescription drugs, communication with the member's PCP, caregiver hand-offs to the member's PCP and other ancillary providers). Confirm the workflow diagram is included within your response.	
3.1.2	Describe your ability to limit travel costs (i.e., employee time off and expenses) by leveraging the member's PCP in pre-procedure testing and follow-up care.	
3.1.3	Describe your ability to work with an employer and an employee to limit time off and return an employee to work (e.g., through improved pre-procedure counseling and follow-up care, support for identifying modified work accommodations, coordination with the disability program vendor).	
3.1.4	If one of your network providers were to drop out of your network, how would you address transition of care for any GHIP members that were currently receiving treatment from that provider, either in preparation for a procedure or as post-procedure care? Do you provide a grace period or appeal process in these situations?	
3.1.5	Is a member required to have already received a diagnosis of infertility by a provider participating in either Highmark or Aetna's provider network before they can access a fertility specialist within your network, or can a member who has unsuccessfully been trying to get pregnant go directly to a fertility specialist within your network?	
3.1.6	Do your other customers offer fertility benefits to plan participants with no male partner or no medical diagnosis of infertility? (i.e., to same-sex female couples, to single females) How common is it for plan sponsors to offer fertility benefits in both situations? What do you recommend?	

3.2 Case Review and Oversight

#	Question	Response
3.2.1	Respond to the following questions based on your organization's staffing resources that oversee and support the clinical services delivered by your provider network:	
	How many physicians, in total, support your book of business by providing clinical oversight of your provider network and of member cases?	

#	Question	Response
	What is the percentage of turnover (2018) for the physicians providing clinical oversight that support your book of business?	
	How many non-clinical member-facing support staff support your book of business?	
	What is the percentage of turnover (2018) for non-clinical member-facing support staff?	
	What percentage of your physicians providing clinical oversight are in-house, W-2 employees vs. contract employees?	
3.2.2	Describe the credentials of the individuals who interact with members (educators, nurses, etc.). How is their performance reviewed, and against what criteria?	
3.2.3	Please address the following questions related to your medical directors:	
	How many medical directors are on staff at your company?	
	What are their areas of expertise?	

3.3 Member Services, Outreach and Follow-up

#	Question	Response
3.3.1	Complete each of the following items relative to your member services function.	
	Office location	
	Hours of Operation M-F (specify time zone)	
	Hours of Operation Sat/Sun/after hours (specify time zone)	
	Types of staff available during working hours and after hours (MD, nurse, the surgeon who performed the surgery)	
	Processes for how members can access member services function during working hours and after hours (e.g., by phone, by secure website, etc.)	
	Provide call center stats (time to answer, % abandonment, time on hold, etc.)	
3.3.2	Please complete the following information for your fertility care management program:	
	Name of model	
	Staffing model (e.g. primary nurse, call center, etc.)	
	Please briefly describe the hiring, training and ongoing performance review process for your case managers / health coaches.	
	Hours of operation & time zone	
	Days of the week	
	After hours coverage model	
	Staff Ratio: Staff to Members	

#	Question	Response
	System integration with Member / Customer Services platform (Describe what information is viewable by non-member services personnel)	
	Engagement model with members (inbound, outbound, or inbound and outbound? telephonic, app-based, web-based?)	
	# of other clients Case Manager / coach is responsible for	
3.3.3	Describe your escalation and resolution process for member issues and electronic systems problems (including portals and websites). Include steps, responsibilities, communications, follow-up measures and process to minimize/prevent future occurrences. Include any currently documented process flow/narratives as attachments.	
3.3.4	Provide details about your teams who may interact with members. Include location(s), number of staff, roles/responsibilities, and your service model. Describe the interactions between these teams, and types of interactions with plan members. What is the expected percentage of time attributed to the State?	
3.3.5	Are calls recorded and call notes documented? If yes, are the notes available for the State to review if there is a concern?	
3.3.6	What are your service standards for returning calls to your customers' staff and members? Describe how you monitor and report on this standard.	
3.3.7	Do you have an automated logging/tracking system that escalates unresolved issues? If yes, please describe.	
3.3.8	Do you utilize claims data to conduct predictive modeling and targeted outreach to members who may be preparing for a fertility procedure? If so, please describe your data requirements from the medical and prescription drug TPAs in order to do this. Please be specific and include all relevant operational details such as any requested file layouts, timing and frequency of file feeds, etc.	
3.3.9	How would you handle a situation in which a member refuses to work with you (e.g., won't answer the phone, refuses to engage)? Would you notify the member's health plan care management program so that program might be able to engage the member?	

3.4 Online Experience

#	Question	Response
3.4.1	What online access is available to plan members as well as to your network providers?	
3.4.2	To what extent is your solution mobile enabled? Is it available on both Android and iOS? What has been your pattern of mobile app updates?	
3.4.3	What other technical interactions can a participant have with your program? (e.g., texting, virtual visit, live chat, etc.)?	

#	Question	Response
3.4.4	Can you support single sign-on capabilities between Aetna, Highmark and ESI's member portals and your member portal? Can you support single sign-on from the SBO's employee benefits portal to your member portal? Please confirm any additional fees for establishing single sign-on in Appendix L, <i>Fertility Benefits Administration Fees</i> .	
3.4.5	Do you provide online education and information to members? If so, do you include member-specific cost-share information such as deductibles, copays, and out-of-pocket expenses? How is this information generated in your system? How often is this information updated?	
3.4.6	Can your online member education steer members toward wellness programs or other initiatives sponsored by the State?	

4.0 Marketing and Communications

#	Question	Response
4.0.1	Describe your recommended communications and engagement campaign for a typical client. If you have experience with a public-sector client, do you use a different approach?	
4.0.2	Please describe the ongoing communications support, personnel, and resources that will be provided to support the awareness of your programs. For all responses, please indicate what communications are included in quoted admin fees and what would be at an additional cost.	
4.0.3	Do you use demographic targeting strategies in tailoring your member communications to specific groups of employees (educators, shift workers with irregular schedules, spouses)?	
4.0.4	Outline the degree to which program communications can be customized to meet the State's specifications. Include any additional fees that would apply for these customizations on Appendix L, <i>Fertility Benefits Administration Fees</i> .	
4.0.5	Explain the timeframe you find most effective for distributing communications on an ongoing basis.	
4.0.6	Explain the process and timing for responding to members' inquiries/requests for additional information.	
4.0.7	Explain the communication channels (i.e., paper mail, email, phone, online, text) you utilize to reach members. (Direct email communications are only possible with members who have provided their email address directly to you, i.e., as part of the registration process to use your online member portal.)	
4.0.8	Does your company have an in-house communications team to create and execute the communication strategy? If yes, provide details about the team. If no, what type of external resources do you use?	

#	Question	Response
4.0.9	How does your company track and document items mailed to participants?	
4.0.10	How does your company support the need for multiple languages, the visually impaired, and the hearing impaired?	

5.0 Reporting

#	Question	Response
5.0.1	What is the frequency for delivery of your standard operational reports?	<i>(Pick one of the following)</i> <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annually <input type="checkbox"/> Annually <input type="checkbox"/> Other (specify)
5.0.2	What is the average member utilization during years one, two, and three of the initial contract period?	
5.0.3	What data is provided to the member? Include the source of this data, how frequently it is refreshed, and the process for validation of the data.	
5.0.4	Can the State access de-identified aggregate member data via a secure online portal? If yes, please describe your security processes and protocols required for access by the State. How frequently is the data updated?	
5.0.5	Can an alternate identification number be used in lieu of a Social Security Number as the primary identifier for a member's record? If so, and if you have any current or former customers that use an alternative ID in lieu of member Social Security Number, please describe an example including what alternative ID was used, whether you were required to share member-level data with a third-party on behalf of that customer (i.e., medical TPA, claims data warehouse), and how the process worked.	
5.0.6	What online services are available to the State's staff? Are reports or queries available "real-time" or batched and processed later? How much flexibility exists for your online reporting services? Do you offer an online administration manual for clients?	
5.0.7	What is your process for measuring member/patient satisfaction (CAHPS, Press Ganey)? Describe your process for obtaining member satisfaction information. Please attach a copy of your standard member and client satisfaction surveys.	
5.0.8	Will the State's own member satisfaction survey results be available, or are they aggregated with your other customers?	

6.0 Implementation

#	Question	Response
6.0.1	Please describe the State's role in the implementation process.	
6.0.2	What resources will be available to the State during each phase of the implementation?	
6.0.3	Will the implementation team be dedicated? If no, how many other clients will the team implement during the same time period? To what extent is the ongoing team involved in the process?	
6.0.4	What data will be needed to ensure a smooth implementation and ongoing identification of participants? What is the expected source of the data?	
6.0.5	What historical information do you request for implementation?	
6.0.6	List three of the largest or most complex client implementations you have performed within the last two years. Describe issues, timing and team assignments.	
6.0.7	Based on your experience with similar clients/programs, describe the resources that will be needed from the State of Delaware on an ongoing basis to manage the program. What level and frequency of interaction with the State of Delaware would you prefer to ensure program success?	

7.0 Customized Offering

#	Question	Response
7.0.1	Do you provide any assistance with administering adoption assistance benefits to complement the fertility benefits offered? If so, please describe your adoption assistance administration services, including what a typical plan design looks like, along with your fees for administering. Please note – adoption assistance benefits are not part of the requested scope of services captured in Section I.B. Scope of Services and Proposal Objectives; this is for the State's informational purposes only.	
7.0.2	Do you provide any assistance with administering surrogacy benefits to complement the fertility benefits offered? If so, please describe your surrogacy administration services, including what a typical plan design looks like, along with your fees for administering. Please note – surrogacy benefits are not part of the requested scope of services captured in Section I.B. Scope of Services and Proposal Objectives; this is for the State's informational purposes only.	
7.0.3	Based on your book of business, please describe the prevalence of your customers providing fertility benefits to plan participants who do not have a diagnosis of infertility (examples: single women or same-sex couples). Please describe the benefits provided, whether they differ from benefits provided to participants with a medical	

#	Question	Response
	diagnosis of infertility, and how common this is within your book of business.	
7.0.4	Based on the description of the State's goals and objectives provided in Section I, are there any additional considerations that you would recommend related to the State's coverage of fertility benefits and related services?	

V. Financial Proposal

1.0 Fee Requirements

#	Question	Response
1.1	<p>Confirm that you have completed Appendix L, <i>Fertility Benefits Administration Fees</i> with details on your fees, as requested.</p> <p>Note: You may also attach additional documentation about your financial proposal in your own preferred format, but at minimum, you must complete Appendix L, <i>Fertility Benefits Administration Fees</i>.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
1.2	<p>Please describe how your administrative fees are captured in your financial proposal to the State. Are these fees reflected as a flat fee per-employee-per-month (PEPM), as a percentage of your bundled case rates, as a percentage of savings, or as some combination of all of these? If a portion of your administrative fees are captured as a load (percentage) of your case rates and/or savings, please comment on the amount (\$) or percent (%) load included for administrative fees.</p> <p>Would these fees change if the State required exclusive use of your provider network for members seeking fertility benefits? (i.e., carving out coverage for fertility benefits under your network only, not the medical TPAs)</p>	
1.3	<p>What did you assume as the percentage of eligible plan participants that chose to use your provider network (assuming it is offered as a choice alongside the providers within the State's medical TPA networks)?</p>	
1.4	<p>Under what conditions do you reserve the right to change your administrative fees (i.e., subscriber count changes by x% within y months)? Specify the percentage limits you apply and the resulting change in fees.</p>	

#	Question	Response
1.5	Do you charge additional administrative fees as a result of the requirement to accept and process two (2) enrollment files (one from Aetna, one from Highmark) for the same time period on an ongoing basis? If your fee varies based on the number of sources for an enrollment file, please comment on how your fee varies. Please confirm that these fees are captured in your response to Appendix L, <i>Fertility Benefits Administration Fees</i> .	
1.6	Does your financial proposal captured in Appendix L include any savings associated with your ability to redirect members to lower cost treatment options where clinically appropriate to do so? If so, please describe the assumptions that factored into those savings estimates.	
1.7	Does your financial proposal captured in Appendix L include any savings associated with improved outcome/successful pregnancy rates as a result of members using higher quality providers? If so, please describe the assumptions that factored into those savings estimates.	
1.8	Does your financial proposal captured in Appendix L include any other savings estimates not already noted above? If so, please describe the assumptions that factored into those savings estimates.	
1.9	Do your contracts with your network providers include additional discounts on your negotiated pricing if certain providers within your network receive additional volume of patients? If so, please describe. Is this reflected in your financial proposal captured in Appendix L?	
1.10	How do you invoice self-funded plan sponsors for the case rates and/or other pricing (including prescription drugs) associated with your providers? What are your payment terms associated with claim costs associated with fertility benefits services provided by your network providers?	
1.11	Would your company offer its services on a contingency basis (i.e., the State would pay for your services based on a percentage of savings or cost avoidance)?	

2.0 Estimated Savings and Return-on-Investment

#	Question	Response
2.1	What are the anticipated savings, return-on-investment (ROI) and associated assumptions stemming from your fertility benefits administration services? Specify savings for years one, two, and three of an initial contract period.	
2.2	What methodology do you use to determine savings? How are complications factored into the rate of savings?	
2.3	Do you include potential savings from avoided surgeries in your ROI calculation?	
2.4	What is the average member utilization typically experienced during years one, two, and three of the initial contract period?	
2.5	As an incentive, do you offer the ability to share savings with members? If so, please answer the following:	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes (answer sub-questions below) <input type="checkbox"/> No
	a. What is the methodology used in order to determine the amount to be shared?	
	b. How are savings shared with enrollees (i.e., waived cost-sharing, FSA/HRA/HSA contributions, gift cards, etc.)?	
	c. If your organization interfaces with FSA/HRA/HSA administrators, please list two (2) savings account administrators with whom you have worked to share savings with members. Have you previously worked with ASIFlex, the State's FSA administrator?	
2.6	Please describe how you have successfully reduced plan sponsor prescription drug costs through discounted pricing relative to PBM pricing and/or through improved management of members utilizing those prescriptions. Please provide examples or case studies citing experience from your other customers.	

3.0 ROI and Performance Guarantees

#	Question	Response
3.1	Please outline any caveats to your guaranteed return on investment (ROI) associated with your pricing – excluding any savings associated with improvements in quality or avoidance of unnecessary procedures – will be at least as great as the administrative cost of your program), including any requirements in terms of plan design, member communications, etc. Please discuss your methodology for calculating ROI. What assumptions have you made regarding utilization of your Fertility Benefits network to achieve this guarantee?	
3.2	Would you be willing to offer any other savings guarantees as part of your financial proposal to the State? (e.g., savings due to improved quality of care delivered, savings due to avoided unnecessary procedures) If so, please discuss your methodology for guaranteeing savings, what percent of your fees would you be willing to place at risk for this guarantee, along with any other conditions or caveats included in this guarantee.	
3.3	Please confirm and describe your willingness to provide warranties/guarantees for the fertility benefits delivered by your network providers.	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed – please describe</p> <p><input type="checkbox"/> Not confirmed</p>
3.4	Appendix C outlines other performance categories that the State typically requires of its vendor partners. Please indicate your willingness to accept these guarantees, including your proposed percentage of fees at risk for each performance category.	
3.5	Describe any other performance guarantees that you would be willing to offer to the State.	

VI. Technical Standards and Security Requirements

Computer, network, and information security is of paramount concern for the State and the Department of Technology and Information. Please carefully read each term and requirement. **The following minimum requirements are mandatory.** Failure to meet any of these proposal criteria may result in disqualification of the proposal submitted by your organization.

Reminder - If a subcontractor will be performing IT functions for your organization, be sure to fill out Appendix F, *Subcontractor Information Form*.

1. Security and Encryption:

For benefit programs, references to “the State’s data” refers to any data about the GHIP and it’s members.

- a. Threats - The Center for Internet Security has published a document entitled The 20 CIS Controls and Resources at: <http://www.cisecurity.org/controls/cis-controls-list>. Confirm that any systems or software provided by the contractor or your subcontractor are free of the vulnerabilities listed in that document. (A response that security threats are always changing is not acceptable.)

Confirm:

- b. Policies - Please refer to the following policies and respond:

- i. Strong Password Requirement - A strong password requirement is applicable to your member facing secure website if members/participants can access any personally-identifiable information. This would typically be for their personal account with claim or claim-type data. It also applies for “super-users”, Statewide Benefits Office personnel, for activities such as accessing reports with personally-identifiable information. It is not a requirement for the vendor’s internal data access system.

The requirement for a strong password is eight (8) characters and a password of ten (10) characters is strongly preferred. The policy document is located at: <http://webfiles.dti.gov/pdfs/pp/StrongPasswordStandard.pdf>. Please state the length of your password and it’s formatting requirements.

Confirm:

- ii. Email - Vendors that transmit confidential Delaware data via email must use a secure encryption system. Please confirm your organization has this capability and

state the system (software-type program) you use. The following requirements apply:

<http://webfiles.dti.delaware.gov/pdfs/pp/SecureEmail.pdf>

Confirm:

- iii. Mobile Devices - It is the State's preference that confidential Delaware data will not be accessible on a mobile devices, but if so, the following requirements apply:

<http://webfiles.dti.delaware.gov/pdfs/pp/MobileDeviceEncryptionStandard.pdf>

Please state whether or not Delaware's confidential data could be, or will be, accessible on mobile devices and state the encryption method (software-type program) that is used.

Confirm:

2. Software Inventory:

Please use the form at Appendix I, *Software Inventory*, for a list of any software that the Statewide Benefit Office's account management personnel may need. For example, Adobe or Visio. Also list the web browsers (IE) or web service that participants or members would need to access the customer service interface.

Confirm Attached:

3. Additional Data Requests:

Please confirm your agreement that if you are awarded the contract and then request additional data, whether or not on a file feed or in a report, the State shall determine the cost of supplying the data and may deny the request.

Confirm:

4. Enrollment File Feed to Determine Eligibility:

Highmark Delaware and Aetna will require the State to execute a third-party agreement to send the Fertility Benefit vendor a weekly enrollment file. Please confirm that you can accept the data elements without changes; see Attachment 1.

Confirm:

5. Cyber Liability Insurance Coverage:

If you have cyber liability insurance coverage (even if you have encryption-at-rest), please provide a copy as an exhibit.

Confirm:

6. Appendix J - Non-Public Data - State of Delaware Cloud Services and Data Usage Terms and Conditions (“Terms and Conditions”)

Your organization must meet all of the data security requirements in Appendix J in order to be able to accept and send confidential information regarding the members of the GHIP. For self-funded programs the ownership of the data remains with the State. Do not provide a detailed explanation of your capabilities at this time; additional information may be requested at a later date.

- a. Please state that you have read and understand the requirements in Appendix J and that you meet and accept the conditions.

Confirm:

- b. For your subcontractor(s), as applicable: Please confirm your acceptance that as the contractor you are responsible for ensuring that your subcontractor complies with all the requirements, Paragraph CS1-C. You must complete Appendix F for each subcontractor that provides IT services and describe those services as required on the form. (For example, accepting file feeds and processing the data on their platform for your business needs.)

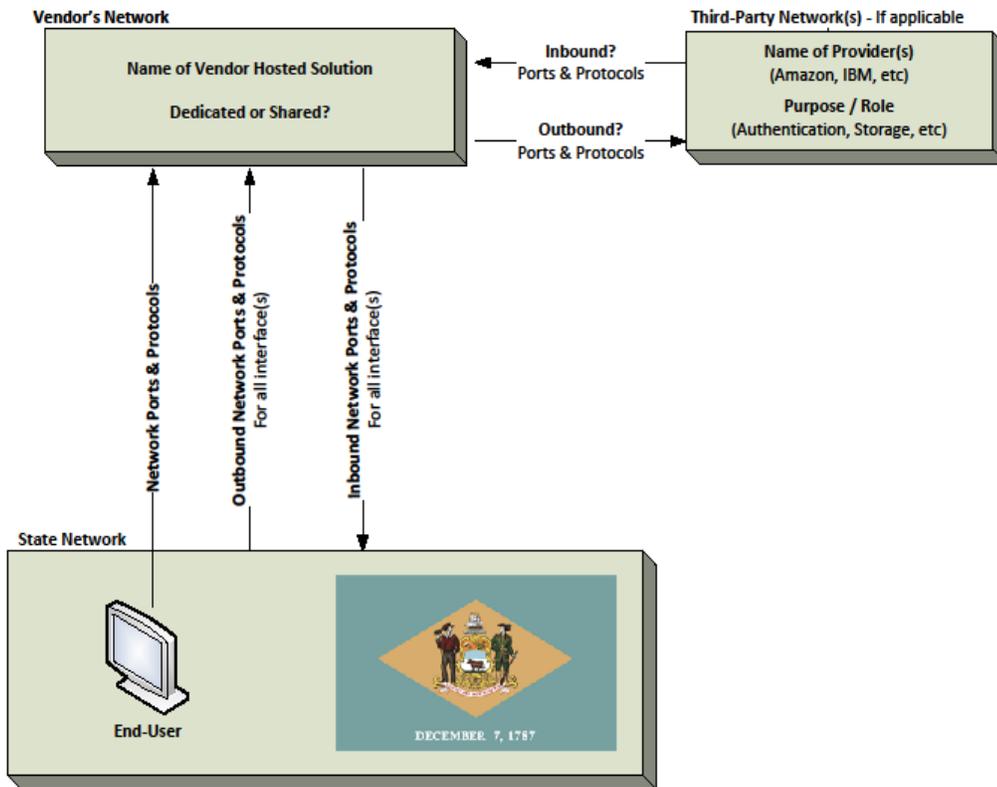
Confirm:

7. Network Diagram:

As an exhibit, please provide a diagram with ports that clearly documents the user’s interaction with your organization’s website and the State. The network diagram should follow the following example:

(continued)

Network Diagram Template
For Hosted / Outsourced Solutions



Confirm Attached:

APPENDICES

APPENDIX A

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:	Certification type(s)	Circle all that apply	
	CERT. NO.:	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 B

HISTORICAL GHIP COVERAGE LIMITS ON INFERTILITY TREATMENT

The chart below outlines the history of GHIP coverage limits on infertility treatment.

Fiscal Year	Pre-FY2011	FY2011	FY2016	FY2020
Effective Date	Before July 1, 2010	July 1, 2010	July 1, 2015	August 1, 2019
Member cost share				
IVF	Standard medical/Rx plan design provisions apply Must try other methods first (AI) before pre-authorization granted	25% coinsurance (medical and Rx) Must try other methods first (AI) before pre-authorization granted	No changes	Standard plan design provisions apply (medical only) 25% coinsurance (Rx only)
All other infertility treatments	Standard medical/Rx plan design provisions apply	25% coinsurance (medical and Rx)	No changes	Standard plan design provisions apply (medical only) 25% coinsurance (Rx only)
Plan cost share				
IVF	\$30,000 lifetime maximum (medical & Rx combined)	Combined lifetime maximum for IVF and all other infertility treatments	No changes	Combined lifetime maximum for IVF and all other infertility treatments
All other infertility treatments	Unlimited	\$10,000 lifetime maximum (medical only) \$15,000 lifetime maximum (Rx only)		\$30,000 lifetime maximum (medical only) \$15,000 lifetime maximum (Rx only)
Grandfathered members	None	Must be approved for IVF as of 6/30/10 May continue IVF treatments subject to pre-FY2011 plan cost sharing (\$30,000 lifetime max for medical & Rx combined) Standard medical/Rx plan design provisions apply	Began phase-out of grandfathered benefit for IVF. Must have had IVF activity within the last 3 years or will lose grandfathered status then standard plan cost share limits (as of FY2016) would apply.	No changes

APPENDIX C

PERFORMANCE GUARANTEES

Instructions: The State requires bidders to agree to place either a percentage of fees or a flat fee at risk per contract year for performance guarantees. Provided below is a list of performance categories related to the services included in this RFP. Based on your pricing model, please propose specific performance guarantees, standards, performance measures, frequency of reporting and fees at risk (amount or percentage) for each of the categories below. The State reserves the right to negotiate both financial and non-financial performance guarantees with the selected vendor. The lack of a response by the State during the bid process does not infer acceptance.

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. .

Terms:

Quarterly - 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 (July 1 – September 30) of the plan year (July 1 to June 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.

Annually – By August 15th each year, vendor will perform a review of its records to determine whether each standard of the preceding plan year was met. Penalty payments, if any, will be made annually within six (6) months of the end of the plan year.

Implementation - Based on ongoing feedback provided by the SBO throughout the implementation process, 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.

Implementation

Performance Guarantee	Standard/Performance Measure	Fee at Risk (\$ or %)
Future Contract Development	The State will 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>
Implementation and Account Manager Performance	Implementation manager and account executive /manager will participate in every implementation call and will be prepared to lead the calls, based on detailed agenda sent to the team in advance.	<i>Vendor to propose</i>
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.	<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>
Total Implementation		<i>Vendor to propose</i>

Ongoing Performance

Performance Category: Claim Administration / Customer Service

Examples of performance guarantees include:

- *Network adequacy*
- *Quality monitoring of network providers*
- *Customer service operational metrics (average speed to answer, call abandonment rate, etc.)*
- *Timeliness and accuracy of claim submission (for payment by the State, data warehouse vendor, to Delaware Health Information Network, etc.)*
- *Timeliness and completeness of reporting delivered to the State*
- *Patient satisfaction*
- *Communication support for the State which would include Open Enrollment activities each year*
- *Coordination with the medical/pharmacy TPAs where necessary*

Performance Guarantee	Standard	Performance Measure	Frequency of Reporting	Fee at Risk (\$ or %)
Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose
Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose
Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose
Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose

Performance Category: Program Outcomes

Examples of performance guarantees include:

- *Rate of program participants who successfully achieve a pregnancy (singleton)*
- *Rate of program participants who successfully achieve a pregnancy with multiples*
- *Rate of program participants who experience a miscarriage following successful pregnancy*
- *Rate of program participants who experience an unplanned preterm delivery*
- *Rate of program participants whose newborns are admitted to the NICU*

Performance Guarantee	Standard	Performance Measure	Frequency of Reporting	Fee at Risk (\$ or %)
Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose
Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose	Vendor to propose

Performance Category: Account Management Satisfaction Survey

The following performance guarantee is required by the State. If you propose alternative language, please use a strikeout font and insertion.

Performance Guarantee	Standard	Performance Measure	Frequency of Reporting	Fee at Risk (\$ or %)
Account Management Satisfaction	Score of 3.0 or higher on the State’s Account Management Survey Form. The annual performance determination will be based on the arithmetic mean of the quarterly measurements.	2.9 - 2.5 = 50% of fee at risk 2.4 - 2.0 = 75% of fee at risk < 2.0 = 100% of fee at risk	Quarterly	Vendor to propose

Total for Ongoing Performance				\$ or %
--------------------------------------	--	--	--	----------------

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 a Fertility Benefit Third Party Administrator, DHR2001-Fertility, 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 REPORT¹⁹
--

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.	

¹⁹ 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 J

NON-PUBLIC DATA - STATE OF DELAWARE CLOUD SERVICES AND DATA USAGE TERMS AND CONDITIONS

DATA USAGE (DU) TERMS		
DU1	Data Ownership	<p>The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware’s written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.</p>
DU2	Data Usage	<p>PROVIDER will protect against any inappropriate use of State of Delaware information at all times. To this end, PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. PROVIDER may not use any personal information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State’s <i>Terms & Conditions Governing Cloud Services</i> policy), privacy, and sensitive data²⁰ shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information.</p> <p>Only duly authorized PROVIDER staff will have access to the State of Delaware data and may be required to obtain security clearance from the State. No party related to the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.</p>

²⁰ This includes Personal Health Information (PHI). See the data classification guide at <https://webfiles.dti.gov/pdfs/pp/dataclassificationguideline.pdf>

DATA USAGE (DU) TERMS

DU3	Termination and Suspension of Service	<p>In the event of termination of the contract, the PROVIDER shall implement an orderly return (in CSV or XML or another mutually agreeable format), or shall guarantee secure disposal of State of Delaware data.</p> <p><i>Suspension of services:</i> During any period of suspension or contract negotiation or disputes, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data.</p> <p><i>Termination of any services or agreement in entirety</i>²¹: In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data for a period of 90 days after the effective date of the termination. Within this 90-day timeframe, vendor will continue to secure and back up State of Delaware data covered under the contract. After such 90-day period, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data. Thereafter, unless legally prohibited, the PROVIDER shall dispose securely of all State of Delaware data in its systems or otherwise in its possession or control, as specified herein.</p> <p><i>Post-Termination Assistance:</i> The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement²².</p>
------------	--	--

²¹ The State acknowledges that the ninety (90) day requirement is not applicable to insurance products. That timeframe is replaced with the following: Service Provider will retain the data for business processing reasons, such as claims run-out for twelve (12) months or until federal regulatory or Delaware Insurance Code requirements have been satisfied. The State of Delaware acknowledges that, pursuant to 42 CFR 423.505, the Center for Medicare Services (“CMS”) requires retention for the current year plus ten (10) years. Additionally, there is an audit period requirement by the State’s Department of Insurance that may apply if a retention period for CMS doesn’t apply to this engagement.

²² A Service Level Agreement is defined as a contract.

DATA USAGE (DU) TERMS		
DU4	Data Disposition	<p>At the end of this engagement, PROVIDER will account for and return all State data in all of its forms, disk, CD / DVD, tape, paper, for example. At no time shall any data or processes that either belong to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the PROVIDER.</p> <p>When required by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology approved methods. The PROVIDER shall provide written certificates of destruction to the State of Delaware.</p>
DU5	Data Location	<p>The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER may permit its personnel and subcontractors offshore access to the data, as long as the data remains onshore²³.</p>

(Internal Note: DU6, Breach Notification and Recovery, and DU7, Data Encryption, are duplicative of CS2 and CS3, respectively.)

Cloud Services (CS) Terms	
CS1-A (or CS1-B and CS1-C below)	<p>Security Standard Compliance Certifications: The PROVIDER shall meet, and provide proof of, one or more of the following Security Certifications.</p> <ul style="list-style-type: none"> • CSA STAR – Cloud Security Alliance – Security, Trust & Assurance Registry (Level Two or above) • FedRAMP - Federal Risk and Authorization Management Program²⁴

²³ If a call center or claims processing office, for example, is located offshore, the transmission of data via secured means is acceptable if the secure transit mechanism that you are asked to describe is approved by the State. Describe your organization’s relationship with any offshore staff, either as employees of your company or that of any subcontractor. State the scope (number and location) of the personnel, their role, and the process of data exchange, including a description of the data security measures. The policy can be found at: <https://webfiles.dti.gov/pdfs/pp/offshoreITstaffingpolicy.pdf>

²⁴ (Only applicable to federal agencies.)

Cloud Services (CS) Terms	
CS1-B (or CS1-A, above)	Background Checks: The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a state-approved criminal background checks. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crime of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of one year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.
CS1-C (or CS1-A, above)	Sub-contractor Flowdown: The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.
CS2	Breach Notification and Recovery: The PROVIDER must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (<i>see</i> CS 3, below), Delaware Code (6 Del. D. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's <i>Terms and Conditions Governing Cloud Services</i> policy ²⁵) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years ²⁶ , mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.

²⁵ This includes Personal Health Information (PHI). See the data classification guide at <https://webfiles.dti.gov/pdfs/pp/dataclassificationguideline.pdf>

²⁶ **A minimum of three years is non-negotiable.**

Cloud Services (CS) Terms	
CS3	<p>Data Encryption: The PROVIDER shall encrypt all non-public data in transit, regardless of transit mechanism. For engagements where the PROVIDER stores Personally Identifiable Information (PII) or other sensitive, confidential information, it shall encrypt this non-public data at rest. The PROVIDER’s encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. The PROVIDER and State of Delaware will negotiate mutually acceptable key location and key management details. Should the PROVIDER not be able to provide encryption at rest, it must maintain cyber security liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware’s standard in accordance with the <i>Terms and Conditions Governing Cloud Services</i> policy.²⁷</p>
CS4	<p>Notification of Legal Requests: The PROVIDER shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. With regard to State of Delaware data and processes, the PROVIDER shall not respond to subpoenas, service of process, and other legal requests without first notifying the State unless prohibited by law from providing such notice.²⁸</p>

²⁷ Should the PROVIDER not be able to provide encryption at rest, the level of coverage is determined by the number of contracts (employees) which, for this engagement, the required level of coverage would be \$3,000,000. Depending on the contract and plan design(s) awarded, proof of insurance is required at the time of award.

²⁸ This includes Freedom of Information Act (FOIA) requests.

APPENDIX K

(reserved)

APPENDIX L

FERTILITY BENEFITS ADMINISTRATION FEES

See separate document in Excel

APPENDIX M

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 Contractor's 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

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