



State of Delaware
Department of Human Resources
Statewide Benefits Office

STATE EMPLOYEE BENEFITS COMMITTEE

Request for Proposal for Group Vision Insurance

Release Date: April 20, 2020

Intent to Bid Deadline –
Friday, April 24, 2020, 1:00 p.m. ET (Local Time)

Mandatory Pre-Bid Meeting (Conference Call) –
Tuesday, April 28, 2020, 11:00 a.m. ET (Local Time)

Proposals Due –
Friday, May 15, 2020 by 1:00 p.m. ET (Local Time)

DHR21001–Vision_Ins

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¹ The file layouts, census and claims information will be provided after receipt of a signed Non-Disclosure Agreement. All other attachments will be provided after receipt of an Intent to Bid.

8. Vision coverage examples

Active Employees, Early (Non-Medicare) Retirees and Medicare Retirees

9. File Layouts - Data file descriptions and layouts. **Under no circumstances will Social Security Numbers be transmitted.**

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10. Census - Eligible Census as of 07/01/2019 – Age banded and gender only. **DOB will not be provided.**

- a. Active Employees and Pensioners (both Early Retirees and Medicare Retirees) (combined)

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I. Introduction

On behalf of the State of Delaware, the State Employee Benefits Committee (SEBC) is seeking proposals for a vision insurance benefit (hereafter “vision insurance”) for the Group Health Insurance Program (GHIP). Enrolled in the GHIP are approximately 129,000 active and retired employees of the State of Delaware and their dependents, including approximately 16,000 employees, retirees and their dependents from non-State groups that are allowed to participate in the GHIP according to Delaware Code (e.g., municipalities, local fire departments). With some exceptions, a vision insurance benefit is offered to active State of Delaware employees and non-Medicare and Medicare retirees and their dependents. School district, charter schools, Delaware Technical Community College, Delaware State University and their dependents are also eligible. However, seven school districts are not eligible because they offer their own vision plan. Non-payroll participating groups are also not eligible but the SEBC is interested in exploring the option of allowing them to participate.

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, 2021
RFP Release Date	Monday, April 20, 2020
Intent to Bid Due²	Friday, April 24, 2020 by 1:00 p.m. ET (Local Time)
Mandatory Pre-Bid Meeting (Conference Call)³	Tuesday, April 28, 2020 at 11:00 a.m. ET (Local Time)
Questions Due from Vendors	Friday, May 1, 2020 by 1:00 p.m. ET (Local Time)
Proposal Submissions Due	Friday, May 15, 2020 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

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.5 for details.

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

The SBO administers the Group Health Insurance Program (GHIP).⁴ 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. By statute, employee unions cannot negotiate for benefits. 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

Current vision insurance coverage offered by the State of Delaware

The State of Delaware has offered standalone vision insurance coverage to active State employees and retirees since July 1, 2011; prior to that date, vision coverage was offered as part of the voluntary benefits offered by the supplemental benefits insurance carrier. The incumbent vision insurance carrier has been in place since July 1, 2011. Details about the current group vision plan, including details on the current design, is posted on the SBO's public website and is available at the following URL: <https://dhr.delaware.gov/benefits/vision/index.shtml>. For an initial comparison to help determine the selection of finalists, interested bidders are asked to match the current vision plan design as closely as possible.

⁴ Not all groups are eligible for the vision insurance benefit. This is a general description of the GHIP. See the first paragraph on the first page for a description of eligible groups.

High level enrollment information about the current group vision plan has been provided in Attachment 11. Enrollment in the vision plan has continued to increase over the last three plan years (average annual increase of 6.1% for subscribers, 5.3% for all members).

The State is interested in exploring alternatives to offering only one plan design to eligible employees/retirees, and as a result, interested bidders will be asked to quote on an optional “High / Low” dual plan offering. Further details about the proposed High / Low plan offerings has been included in the Questionnaire section of this RFP.

Potential for expanded eligibility for vision insurance

While participating groups such as municipalities and local fire departments are not currently eligible for vision insurance, the SEBC is interested in exploring the option of allowing these groups to participate. Historically, standalone vision insurance as a supplemental (i.e., employee-pay-all) benefit had only been approved for active State of Delaware employees and retirees, not participating groups, consistent with other supplemental benefits offered by the State; this was reaffirmed by the SEBC effective July 1, 2011. Since then, the SBO and the Office of Pensions have received numerous inquiries from employees and retirees of participating groups expressing interest in obtaining vision coverage. Some participating groups, such as the University of Delaware, offer their own vision coverage and would not be included in the potential group of newly eligible plan participants.

Any expansion of the population eligible for vision insurance is subject to approval by the SEBC.

This topic will be considered by the PRC, which will determine whether to recommend expanding vision insurance eligibility to the SEBC; if the PRC decides to make this recommendation, then it will be presented to the SEBC for consideration at the same time that the contract award for this RFP is presented to the Committee (by November 2020, based on the current timeline). To aid both the PRC and SEBC in this determination, this RFP will ask interested bidders to provide proposed group rates for the participating group employees and retirees to enroll in the same vision plan offered to State of Delaware employees and retirees. Bidders should consider the following while developing proposed group rates for the participating groups:

- As of December 2019, there are approximately 7,400 participating group members (includes spouses and other dependents) who aren’t currently offered any other vision coverage and would be included in the potential group of newly eligible plan participants.
- State participants receive vision benefits on a pre-tax basis; however, not all participating groups have the capability to administer benefit deductions on a pre-tax basis. Any benefits offered to participating groups will be subject to the terms and conditions of IRS Section 125, for participating groups with the administrative ability to do so; otherwise, benefits would be paid on a post-tax basis.

- Participating group employees and retirees enroll in benefits by completing a paper enrollment form and submitting it to their HR/Benefits Representative, who submits the enrollment elections to the vision insurance carrier manually.
- Due to administrative limitations, participating groups that wish to offer vision benefits to their benefit-eligible population will need to set up direct-pay arrangements (one monthly invoice per participating group). This process exists within the participating groups today with the State's dental insurance administrator. Lag payroll terms do not apply.
- The State makes no guarantees as to the level of expected enrollment by participating group employees and retirees. While there appears to be a high level of interest in vision coverage from the participating groups, there is no vision insurance offering in place today so anticipated enrollment is unknown.
- The proposed premium rates for the participating groups must match the group rates offered to State of Delaware employees and retirees. Further, State of Delaware employees and retirees cannot absorb any of the cost associated with expanding eligibility to participating groups. Therefore, to the extent there are any additional administrative costs associated with expanding eligibility to participating groups, interested bidders will be asked to either consider absorbing that cost or itemizing it as a separate cost that participating groups would need to pay separately from the group insurance premiums.

Other considerations

Interested bidders should note the following considerations when responding to this RFP:

- The State will provide enrollment files for State of Delaware (PHRST) and retirees (Office of Pensions) on a weekly basis. Bidders will be asked to confirm acceptance of the State's file layouts without changes (collectively referred to as Attachment 9).
- Currently, the incumbent vendor must manually adjust termination dates for members on the Office of Pensions file feed. The incumbent vendor requires the file be populated with the last day of coverage (for example, 3/31/2020), whereas the Office of Pensions sends the coverage termination date (for example, 4/1/2020). This can result in members being covered longer than they should be, particularly those whose coverage should terminate on the last day of the month. To address this issue, the incumbent vendor must manually change the termination dates for members on the Office of Pensions enrollment file.
- The State will remit payment for vision insurance premiums to the vision insurance administrator on behalf of active State employees, pensioners, and long-term disability participants (excluding any non-State participating groups). Payments for active State employees will be submitted to the vendor on a monthly basis from PHRST; payments for pensioners and long-term disability participants will be paid to the vendor on a monthly basis from the Office of Pensions. The payment for the premiums from long-term disability participants will be in a separate remittance.

- Employees may call the vision insurance administrator – such as customer service agents – at any time. The vision insurance administrator cannot solicit individual meetings with eligible employees outside of the one-on-one contact at Open Enrollment events such as Health Fairs. The State cannot provide mailing or telephone numbers to any benefit vendor to directly contact employees individually for the purpose of directly marketing other products and/or services to eligible employees.
- If the SEBC does not award this contract to the incumbent vendor, the first open enrollment period with the new vendor in May 2021, would be an “active” enrollment process. If an employee is enrolled in vision insurance, coverage will continue through the next benefits plan year only if they actively choose the new vendor. This is because the rates and plan design coverage would have changed.
- Thereafter, the State’s Open Enrollment is “passive” in that eligible employees are not required to take action by either enrolling, waiving or modifying their benefits. Should an employee choose to take no action during Open Enrollment, their benefit elections with the same vendors will continue in the same manner when the new plan year begins.
- Open Enrollment is self-service for State employees. For the vision insurance program, self-service is via a Single Sign On link in the State’s PeopleSoft system (called “PHRST”) to the vendor’s secure online portal.
- Outside of Open Enrollment, new hires and newly eligible employees contact their agency’s or school district’s HR/Benefits Office for assistance with enrolling in the benefit programs in accordance with the initial enrollment period described in Section 10.01(b) of the Eligibility and Enrollment Rules (Attachment 3). Once the initial enrollment period ends, eligible employees must wait to enroll until the next Open Enrollment period for a benefit effective date of July 1. Newly hired employees cannot submit paper enrollment forms under any circumstances.
- Retirees make enrollment elections by completing a paper enrollment form and submitting that form to the Office of Pensions, which manually enters enrollment elections/changes into a PeopleSoft system (called “CRIS”) and submits them to the vision insurance carrier via a separate file feed. The Office of Pensions also deducts premiums from retirees’ pension payments and remits payment for retiree premiums to the vision insurance carrier. Any retiree whose monthly premium is greater than the amount of their pension payment is responsible for remitting any remaining premium payment directly to the vision insurance carrier.
- Existing (not newly hired) active employees, and retirees, cannot make changes to their benefits during the plan year unless they have a qualifying event.
- This is an employee-pay-all benefit. Therefore, the State will not pay for any services or costs whatsoever. All costs for administration of the program must be paid by the vendor. Examples may include technology support (such as establishing a single sign on link to the vendor’s enrollment website), communication materials and travel.

- The State values the importance of taking a holistic view of population health and appreciates the role that vision insurance plays in supporting overall wellness. To that end, the State is interested in exploring the feasibility of its vision insurance administrator sending claims data to IBM Watson Health, the State’s health care data warehouse. Currently, the data warehouse contains medical and prescription drug claims for both State and non-State groups. Since this is an employee-pay-all benefit, there is no budget for the State to pay for any administrative costs associated with this process (e.g., file transfer fees to IBM), so interested bidders will be asked to consider offering a credit to the State to offset the administrative cost of loading claims data into the State’s health care data warehouse.

B. Proposal Objectives and Scope of Services

The SEBC desires to contract with an organization specializing in providing vision insurance. 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 minimum⁵:

- have a strong reputation and historical experience in the vision insurance market;
- provide competitive premium rates and plan designs;
- possess an extensive network of providers in Delaware;
- process and pay claims in a timely manner;
- provide excellent customer service to participants;
- possess the capability to accept electronic transfer of enrollment and payroll files according to the State’s existing schedule;
- provide ease of access to a member-facing secure web portal for enrollment and account information;
- offer state of the art administrative services including a web portal for program management;
- support the State with communication to all eligible employees about the vision insurance program;
- provide excellent account management services to the Statewide Benefits Office (SBO), including timely reporting and superior implementation support;

⁵ This is a general list of services. Details are set forth in the Minimum Qualifications and Questionnaire sections. See also the list of requirements in the legislation.

- agree to guarantee the vendor’s own performance (i.e., role in supporting benefit administration, account management services); and
- be responsive to changes in the program 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, April 20, 2020
Intent to Bid Deadline ⁶	Friday, April 24, 2020 1:00 p.m.
Mandatory Pre-Bid Meeting (Conference Call) ⁷	Tuesday, April 28, 2020, 11:00 a.m.
Questions due to SBO from Confirmed Bidders	Friday, May 1, 2020, 1:00 p.m.
Responses to Questions to Confirmed Vendors	By Friday, May 8, 2020
Deadline for Bids	Friday, May 15, 2020, 1:00 p.m.
Notification of Finalists - Invitation to Interview	Mid-June, 2020
Finalist Interviews ⁸	Mid-August, 2020
Contract Award	September – November, 2020
Implementation for May, 2021, Open Enrollment	November, 2020 – April, 2021
Contract Effective Date	July 1, 2021

⁶ 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.

⁷ IMPORTANT: Your bid will not be accepted if your organization does not participate in the Mandatory Pre-Bid Meeting. See Section II.B.5 for details.

⁸ 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 term or criterion 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 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
Financial Proposal	20 points	<ul style="list-style-type: none"> • Competitive premium rates relative to the comprehensiveness of the coverage/plan design that closely matches the State’s current plan design. • Ability to provide competitive premium rates for dual plan options (i.e., High / Low plans). • Ability to provide competitive premium rates for participating group employees and retirees. • Willingness to offer credits to offset the costs associated with establishing single sign on to bidder’s enrollment portal and providing vision claims data to the State’s health care data warehouse.
Plan Design	20 points	<ul style="list-style-type: none"> • Comprehensive coverage/plan design that closely matches the State’s current plan design. • Ability to provide competitive plan designs for dual plan options (i.e., High / Low plans). • Ability to provide competitive plan designs for participating group employees and retirees.
Network	15 points	<ul style="list-style-type: none"> • Extensive vision provider (optometrist, optician and ophthalmologist) and retail vendor network provided.
Experience and Qualifications	15 points	<ul style="list-style-type: none"> • Extensive experience administering the requested scope of services with clients of similar size and complexity. • Has outstanding references that demonstrate an ability to meet the State’s needs.
Customer Service	15 points	<ul style="list-style-type: none"> • Proven ability to provide excellent service by being responsive to the members’ needs; such as, ease of enrollment, first call resolution, timely delivery of certificates of insurance, etc. • Excellent member-facing on-line tools.

Topic	Points Awarded	Description/Examples
Account Management	10 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. • Demonstrated ability by account management personnel for responsiveness and problem solving along with services such as timely reporting and open enrollment support. • Availability and superior functionality of plan sponsor-facing online self-service account management tools.
Responsiveness	5 points	<ul style="list-style-type: none"> • Compliance with the submission requirements of the bid including format, clarity, conformity, realistic responses, and completeness, as well as responsiveness to requests during the evaluation process.
Subtotal	100 points	
Value Added Services	10 points	<ul style="list-style-type: none"> • Approach to sending preventive vision care reminders to chronically ill members (as identified from diagnosis codes in vision claims data) • Breadth of discount and other ancillary program offerings (e.g., hearing aids, non-prescription sunglasses)
Grand Total	110 points	

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

The 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 vendors will be notified in writing of their selection status.

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

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

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

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

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information. Premiums are only considered confidential and proprietary during the bid evaluation process.

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

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

A vendor's determination as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

II. Terms and Conditions

A. Proposal Response Requirements

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

respond to any request for information may result in rejection of the proposal at the sole discretion of the SEBC.

B. General Terms and Conditions

1. **Intent to Bid – !!!IMPORTANT!!!**
 - a. You must indicate your Intent to Bid via email to Ms. Laurene Eheman at laurene.eheman@delaware.gov by Friday, April 24, 2020, no later than 1:00 p.m. ET (local time).
 - b. Your bid will not be accepted if the State of Delaware does not receive an email or written confirmation of an Intent to Bid. Include the following information: company name, mailing and physical address, and the name, title, and email address of the primary contact along with the same information for a secondary contact.
 - c. Upon receipt, a Word version of this document will be provided along with the attachments listed in the Table of Contents except for the census, claims data and file formats.
2. **Non-Disclosure Agreement** - A signed non-disclosure agreement is required in order to receive the census files, claims data and file format attachments noted in the Table of Contents. After indicating the data destruction term and signing, scan all the pages of the NDA and e-mail it to Ms. Laurene Eheman at laurene.eheman@delaware.gov. The attachments will be sent via secured email.
3. **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.
4. **Definitions –**
 - a. The following terms are used interchangeably throughout this RFP:
 - i. bidder, vendor, contractor, organization, service provider
 - ii. member, participant
 - iii. retiree, pensioner
 - iv. SEBC, State of Delaware

- v. proposal, bid, vendor's submission
 - vi. non-payroll group, participating group
 - vii. shall, will, and/or must
 - viii. Scope of Services, Scope of Work
 - ix. premiums, rates
- b. Customer Service – Services to the members/participants, not the State, SEBC or SBO personnel.
 - c. Account Management – Services provided to your client - the State, SEBC and SBO personnel.
 - d. Appendix – Form provided in the RFP that needs to be completed by the bidder.
 - e. Attachment – Informational document provided in the RFP.
 - f. Exhibit – Attachment requested to the vendor's bid response. Examples would be a copy of the bidder's business license, a resume, or sample mailings.
5. **Mandatory Pre-Bid Meeting – A conference call will take place on Tuesday, April 28, 2020, at 11:00 a.m. ET (local time).** The purpose is to discuss the bid submission requirements, requirements for a claim of confidential and proprietary information, along with the formatting of hard copies and electronic copies. We will also discuss the technology requirements and the SEBC's expectation for the proposing firm to honor all representations made in its proposal. If additional topics will be discussed and/or additional personnel are required to attend, vendors that submitted an Intent to Bid will be notified.

The following participants are required to attend:

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

Your bid will not be accepted if your organization does not participate in the conference call. Meeting minutes may be taken. If new or additional information is provided, an addendum may be released to address information provided during the mandatory pre-bid conference call. Questions regarding

other topics will not be entertained and must be submitted in the Questions and Answers process as described in Section II.B.7.

6. **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 Requirements⁹** 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. EST, Friday, May 1, 2020, by submitting the *RFP Terms and Conditions Exception Tracking*, Appendix D. 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, May 1, 2020, 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.

7. **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, May 1, 2020, by 1:00 p.m. ET (local time).**

⁹ Examples include (1) if there is conflicting information about the nature of the vision insurance plan designs or about the nature of the covered population between in the Scope of Services and the Minimum Requirements.

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.

8. **Consistency of Bid Response with Finalist Interview** – A summary of each vendor finalist’s bid response will be provided to the PRC in advance of the finalist interviews. In the event that you are selected as a finalist, it is imperative that you notify the State of any material differences between your bid response and your finalist presentation no later than five (5) business days before the finalist meeting to ensure adequate time to notify the PRC of those changes.
9. **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, 2021 and ending June 30, 2024. The State will have the option to renew the contract for two (2) additional one-year periods. The vendor must guarantee financial terms for five (5) years, either through a) June 30, 2024, and for the two optional one-year renewal periods with a “not to exceed” cap on premium rates each year, or, b) guaranteed rates for all five years.

Contract Termination

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

Performance Guarantees

The State expects exceptional client account management and participant customer service from their vendors and is interested in evaluating financial and non-financial performance guarantees. The State reserves the right to negotiate both financial and

non-financial performance guarantees. *If your offer does not receive a clarifying question or any other response from the State, it does not infer acceptance.* Please refer to Appendix I.

Future Contract Development

It is imperative that the contract drafting and finalization process be timely and accurately reflect the minimum requirements and other applicable contractual terms in the RFP. A fee will be at risk as set forth in the Performance Guarantees if this requirement is not met. Please refer to Appendix I.

Use of Subcontractors

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

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 hard copies of the responses to follow-up questions to your bid response binder.
 - d. Please use multiple smaller binders instead of one large binder (6# for example). A very large and heavy binder is hard to manage. A suggestion might be to have the appendices and exhibits in their own binder.
 - 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 **two (2) complete hard copies** of your proposal. *Complete* means that it includes all information you may deem proprietary and confidential. In other words, the information deemed proprietary and confidential must not be redacted because then we cannot read it. Send to the following address:

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

2. **General Directions for Electronic Copies –**

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

3. **Confidential Information, Generally –**

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

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

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

5. **Directions for the Redacted Electronic Copy¹⁰, if applicable –**

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

6. **Questions and Summary –**

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

¹⁰ A redacted hard copy is not required.

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

7. Follow-Up Responses and Finalist Presentations

- a. Follow-Ups - Via email, you will be asked for a non-redacted electronic follow-up responses. 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). The same format requirements apply to follow-up responses and presentation materials.
- b. Finalist Presentation – You will be asked for a non-redacted electronic copy that includes PDFs of any supplemental materials or handouts.
- c. Redactions - **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.
- d. If there is a new type of information that was not included in your original bid and you deem it confidential and proprietary, you must include the required attorney’s letter.

8. Proposal Submission Date – Both hard and electronic copies of your complete proposal must be received at the above address no later than 1:00

p.m. ET (local time) on Friday, May 15, 2020. Electronic copies cannot be transmitted via email by the deadline with hard copies to arrive before, on, or after the due date. If the office is closed on the bid due date due to weather or other emergency, the due date and time cannot be pushed forward one day. Any proposal received after this date and time shall not be considered and will be returned to the proposing firm unopened. The proposing firm bears the risk of delays in delivery. 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 Title 29, Delaware Code, Chapter 100, Freedom of Information Act, the contents of any proposal that are not part of the public record will not be disclosed. Proposals become the property of the State of Delaware at the proposal submission deadline. The contents of any proposal shall not be disclosed or made available to competing entities during the negotiation process.
10. **Officer Certification** – All vendors participating in this RFP will be required to have a company officer attest to compliance with RFP specifications and the accuracy of all responses provided. Please fill out the *Officer Certification Form*, Appendix C, 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 Ehemann **prior** to the proposal due date and time. Pages for substitution will not be accepted or allowed. The proposal may be re-submitted in accordance with

the proposal due date in order to be considered. For example, the box is received on the Wednesday before the Friday deadline. Since the box remains unopened it can be removed by the bidder up until the deadline and substituted with a sealed box containing the revised proposal.

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. Please note that the consulting firm Willis Towers Watson will be contacting references provided by bidders in response to this RFP on the SEBC’s behalf. (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 premium rates submitted in response to the RFP have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other proposing firm or competitor relating to those premium rates, the intention to submit a proposal, or the methods or factors used to calculate the premium rates proposed. Please fill out the *State of Delaware Non-Collusion Statement*, Appendix B, and include it in your bid package.

20. **Improper Consideration** – Bidder shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees, retirees or agent of the SEBC in an attempt to secure favorable treatment or consideration regarding the award of this proposal.
21. **Representation Regarding Contingent Fees** – If it is your business practice to engage services from any person or agency to secure or execute any of the services outlined in this RFP, any commissions and percentage, contingent, brokerage, service, or finder’s fees must be included in your proposed rates. The SEBC will not pay any separate brokerage fees for securing or executing any of the services outlined in this RFP. **Therefore, all proposed fees must be net of commissions and percentage, contingent, brokerage, service or finders’ fees.**
22. **Confidentiality** – All information you receive pursuant to this RFP is confidential and you may not use it for any other purpose other than preparation of your proposal.
23. **Solicitation of State Employees** – Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State’s employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with the vendor, without prior written approval of the State’s contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor’s proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.
24. **Consultants and Legal Counsel** – The SEBC may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors’ responses. Bidders shall not contact the consultant or legal counsel on any matter related to this RFP unless written permission and direction is provided.
25. **Contact with State Employees** – Unless expressly requested to contact another State employee or SBO’s consulting firm, direct contact with State of Delaware employees regarding this RFP other than the designated contact, Ms. Laurene Eheman, is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations

currently doing business with the State who require contact in the normal course of doing that business.

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

27. **Exclusions** – The PRC reserves the right to refuse to consider any proposal from a vendor who:
 - a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
 - b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
 - c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
 - d. Has violated contract provisions such as:
 - i. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
 - iii. Has violated ethical standards set out in law or regulation; and
 - iv. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

III. Minimum Requirements

The minimum requirements are mandatory.

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

Instructions:

!!! IMPORTANT !!!

- A. **Clear and Succinct** – Whenever applicable, you must clearly and succinctly indicate how your standard procedures would be modified in order to accommodate any specific requirements of the State that deviate from your standard procedures.
- B. **Responsiveness** –
- Generic responses or stock answers that do not address State-specific requirements will be deemed unresponsive.
 - “Will discuss” and “will consider” are not appropriate answers.
 - All questions are important to the State and therefore you may not answer that a topic is not applicable unless you specifically state why it is a service that does not apply for the plans or programs you are proposing.
- C. **Respond to Each Question** –
- If a question is repeated in multiple sections and your answer is the same, please do not refer to your answer in another section but copy it under each question.
 - **DO NOT LEAVE A RESPONSE BLANK!** You must acknowledge that you believe the item does not apply and provide a reason why! Otherwise, we will need to ask you to reply in a follow-up question.
- D. **Incumbents** – If your organization is a current vendor, you must reply with a full explanation to every question since the review committee may not be familiar with the current contract or your services.
- E. **Fees or Costs** – Because this is an employee-pay-all benefit, administrative fees and costs cannot be paid by the State for any type of cost under any circumstances.

- F. **Best and Final Offer** - Best and final premium rates may not be requested after your bid submission. Please provide your best and final rates or offer with your initial proposal.
- G. **Numbering** – Please do not change the numbering of a question, even if there is an error in the sequence or a duplication.
- H. **Checkboxes and Long Responses** – 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.

INTRODUCTION

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

1.0 Core Capabilities and Experience

#	Minimum Requirement	Response
1.01	The selected vendor must have at least five (5) years’ experience as an organization in providing the type of services to be procured through this competitive RFP process. Please confirm that you have reviewed the Scope of Services included in this RFP and that you have provided these services for other clients. The determination of the length of time an entity has provided these services will be based upon the initial date the entity established a contractual relationship to provide such services. The proposing organization must provide sufficient detail to demonstrate it has experience in working with vision insurance programs similar in size and complexity. Because more detailed questions follow, please provide <u>only a broad outline</u> here of the organization’s years of experience and qualifications listed in the Scope of Services	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
1.02	Your company must have proven ability to perform the services described in this RFP. Of your company's current clients, please list three (3) or more references with an excess of 30,000 eligible employees.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
References		
	<p>Your company must have proven ability to perform the services described in this RFP. Of your company's clients that you have audited within the last three years, please list three (3) references that have an excess of 30,000 eligible lives. If possible, at least one (1) reference should be a public sector client, though this is not a requirement. For each reference, indicate any involvement by staff members who will be servicing the State's account in the event of contract award.</p> <p>Please confirm ALL references provided in your response include valid contact information (i.e., name, phone number, email address, etc.) and are aware that they will be contacted during the RFP evaluation process. Please note that the consulting firm Willis Towers Watson will be contacting references on the SEBC's behalf.</p> <p>Note: At least three references are required in this section.</p> <p>Incumbent: Do not list the State of Delaware as a reference.</p>	<p><i>(Pick one of the following)</i></p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
1.03 (a)	<p>Please provide three (3) references for current customers. The State of Delaware would prefer at least one public sector customer reference of comparable size; however, this is not required.</p> <p>a. Customer Name</p> <p>Customer Principal Location</p> <p>Number of Employees</p> <p>Number of Subscribers</p> <p>Effective Date of Contract</p> <p>Customer Contact Name</p> <p>Job Title</p> <p>Address</p> <p>Telephone Number</p> <p>Email</p> <p>Name of Account Manager</p> <p>b. Customer Name</p> <p>Customer Principal Location</p> <p>Number of Employees</p> <p>Number of Subscribers</p> <p>Effective Date of Contract</p> <p>Customer Contact Name</p> <p>Job Title</p> <p>Address</p> <p>Telephone Number</p> <p>Email</p> <p>Name of Account Manager</p>	

#	Minimum Requirement	Response
	c. Customer Name Customer Principal Location Number of Employees Number of Subscribers Effective Date of Contract Customer Contact Name Job Title Address Telephone Number Email Name of Account Manager	
1.03 (b)	<p data-bbox="370 695 1552 789">Please provide references for three (3) terminated customers. The State of Delaware would prefer 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.</p> a. Terminated Customer Name Terminated Customer Principal Location Number of Employees (during contract period) Number of 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 (during contract period) Number of 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	

#	Minimum Requirement	Response
	c. Terminated Customer Name	
	Terminated Customer Principal Location	
	Number of Employees (during contract period)	
	Number of 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	
1.04	Please provide the contact name, title, phone number, email and brief biography for the following positions who will be assigned to the State of Delaware's account. If available, please provide a resume as an exhibit.	
	<i>Executive Sponsor</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
	<i>Account Executive</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?	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Please confirm that this individual is, at a minimum, a senior level manager with at least five (5) years' experience providing vision insurance administration account management, of which three (3) years' experience must have been in providing these services to clients	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed

#	Minimum Requirement	Response
	of similar size. Please provide a statement detailing such experience and a resume.	
	<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?	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	<i>Implementation Manager</i>	
	Contact name	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Number of years with organization	
	Number of years in current position	
	Total number of accounts	
	Confirm this person would be designated to the State's account. What percentage of their time would be dedicated to the State of Delaware during implementation?	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	Confirm that the implementation manager will have successfully managed at least five (5) prior implementations which included the requested scope of services within this RFP.	(Pick one of the following) <input type="checkbox"/> Confirmed, explain <input type="checkbox"/> Not confirmed
	<i>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	

#	Minimum Requirement	Response
	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	
	Title	
	Phone number	
	Email address	
	Fax number	
	Current client load	
	Percent of time dedicated to the State of Delaware	
1.05	Verify that the primary contact and/or lead personnel assigned to the vision insurance 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) If selected as a finalist, during the finalists' presentation you will be required to provide a demonstration of the on-line tools, portal and resources, as well as any "super user" online self-service tools available to the SBO for account management.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
1.06	At this time, please provide sample user credentials for on-line demonstration sites for both your member-facing and account management functions.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

2.0 Benefit Administration

#	Minimum Requirement	Response
2.01	<i>Applicable to non-incumbent vendors only</i> – Please confirm your understanding and acceptance that current enrollees (FY2021) will <u>not</u> roll-over to a new vendor. Interested employees must actively elect vision benefits during Open Enrollment in May, 2021, for the contract effective date of July 1, 2021.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.02	The State of Delaware (PHRST) and the Office of Pensions will provide full enrollment files on a weekly basis. Each file feed will require a separate plan and plan identification which you will need to accommodate in your system. It should be noted that if the SEBC decides to expand eligibility for vision coverage to non-State participating groups, enrollment information for those groups would not be included in the file feeds noted below, but instead would be submitted to the vision insurance carrier manually.	
	a. Please confirm your agreement to accept full enrollment and termination files on a weekly basis from multiple servers for the same time period.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
	b. Please confirm your agreement determine terminations by comparing files.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
	c. Please confirm that your system will accept the file layouts provided in Attachment 9 and will apply all changes such as address, changes in employment status, etc.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
	d. Please confirm your understanding that changes, either of a data type or addition of a data type, will not be accepted.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
	e. Please confirm that your organization’s enrollment/claims system has the ability to accommodate separate plan and plan identification information for each enrollment file feed from the State of Delaware (PHRST) and the Office of Pensions.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.03	Please confirm you agree to abide by the State’s eligibility rules for new hires, pensioners and their dependents in their entirety as outlined in Attachment 3. Participants may only enroll during Open Enrollment in May for coverage beginning on the following July 1, the start of the State’s fiscal year. The State requires that coverage terminates at the end of the month except: f. Coverage terminates the day after the effective date of a divorce; and g. Coverage for the ex-spouse of a retiree covered by a Medicare supplement plan will termination on the last day of the month in which the divorce is final. Deviations from these rules are not permitted. The State reserves the right to change these rules at the State’s discretion.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed

#	Minimum Requirement	Response
2.04	Please confirm you will accept enrollment adjustments as directed by the State.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.05	Confirm that you can meet the target turnaround time of 24 hours from receipt of enrollment data to processing.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.06	Please confirm that an alternate identification number can 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.07	Please confirm that your organization will perform all premium and plan coverage and tier enrollment reconciliations at no cost to the State. The necessary data to perform these reconciliations will be provided through the payroll deduction files.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.08	Active employees are paid on a bi-weekly basis (26-pay schedule), however some employees are paid on a 22-pay schedule. These are typically school district and higher education employees. Therefore, deductions in June and July may be doubled, tripled, or quadrupled in a specific pay-period. Example pay schedules for active employees (PHRST system) are provided in Attachments 4 and 5. A schedule of the multiple number of deductions during a specific pay period will be finalized with the awarded vendor. Please confirm that you can adjust your system to administer the payroll deduction schedules along with multiple deductions in specific pay periods.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.09	The Contractor agrees to abide by the State's lag payroll billing and payment process, as follows: <ol style="list-style-type: none"> 1. The monthly payroll deductions will be paid to the Contractor within thirty (30) days of the end of that month. 2. The State will present payments to the Contractor based on payroll/pensioner premium deductions calculated by the State following the last check for the benefit payroll month. 3. If an employee or pensioner misses a payment under a non-payroll payment agreement, no payment will be made by the State to the Contractor. 4. Contractor agrees to accept a separate monthly check from the State for premiums paid by Long Term Disability beneficiaries and retirees who are not receiving a pension check. 5. Contractor agrees to provide credit for retroactive terminations for up to ninety (90) days. 	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed

#	Minimum Requirement	Response
2.10	Please confirm your agreement that, for the purpose of the vision benefit design, the frequency of “once every 12 months” is defined as a “plan year”, not a rolling 12-month or calendar year. The State’s plan year is July 1 to June 30.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.11	Please confirm that you will meet with the State on-site at least annually, and if required by the State on a quarterly basis, noting your company performance according to the performance guarantees in place and to review plan participation.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.12	Please confirm your agreement that Open Enrollment support shall be provided at no additional cost to the State. This support shall consist of, but not necessarily be limited to, approximately three days of Health Fairs in late April / early May each year at various locations in all three Delaware counties. The State reserves the right to make adjustments to the Open Enrollment on-site activities that require vendor participation.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.13	Please confirm your understanding of and agreement to the following:	
	a. Open Enrollment is self-service for State employees. For the vision insurance program, self-service is via a Single Sign On link in the State’s PeopleSoft system (called “PHRST”) to the vendor’s secure online portal.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	b. Outside of Open Enrollment, new hires and newly eligible employees contact their agency’s or school district’s HR/Benefits Office for assistance with enrolling in the benefit programs in accordance with the initial enrollment period described in Section 10.01(b) of the Eligibility and Enrollment Rules (Attachment 3). Once the initial enrollment period ends, eligible employees must wait to enroll until the next Open Enrollment period for a benefit effective date of July 1. Newly hired employees cannot submit paper enrollment forms under any circumstances.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	c. Retirees make enrollment elections by completing a paper enrollment form and submitting that form to the Office of Pensions, which manually enters enrollment elections/changes into a PeopleSoft system (called “CRIS”) and submits them to the vision insurance carrier via a separate file feed. The Office of Pensions also deducts premiums from retirees’ pension payments and remits payment for retiree premiums to the vision insurance carrier. Any retiree whose monthly health care premiums are greater than the amount of their pension payment is responsible for remitting any remaining premium payment directly to the vision insurance carrier.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.14	Please confirm that your organization will mail relevant enrollment information, such as Welcome Packets and ID cards, to the homes of all newly enrolled employees or retirees within fourteen (14) calendar days upon receipt of the enrollment file from the State.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.15	Please confirm that your organization will provide relevant member communications, including support for the production and distribution of such materials, at no cost to the State and plan participants. Posters may be requested to be sent to approximately 125 human resource	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed

#	Minimum Requirement	Response
	offices concerning Open Enrollment (or the selection of a new vendor, if applicable). This includes printing and postage.	
2.16	Please include samples of your standard open enrollment communication materials, including those used to describe your plan designs, discount programs, network providers, as an exhibit(s).	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.17	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
2.18	Please confirm that your organization will send, on your time schedule, an annual eye exam reminder to members with chronic conditions (e.g., diabetics), to the extent your organization receives this information via diagnosis codes from vision claims. Currently, quarterly mailers are issued if the member did not have an exam in the previous twelve (12) months.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.19	Please confirm that your organization will provide a customer service toll free line during normal business hours, evenings and weekends.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.20	Please confirm that you will provide a toll-free telephone number for the Statewide Benefits Office account management personnel and HR benefit representatives.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.21	Please confirm that your organization will provide an IVR system and secure online access to a member portal via a website or mobile app that can be accessed nearly 24 hours a day, 7 days a week.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.22	Please confirm that SBO's administrative staff will have on-line access to enrollment information.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.23	Please confirm that neither the premium rates nor the plan design is affected by any minimum enrollment requirements throughout the life of the contract.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.24	Please confirm that employees who are terminated from active status (for example, terminated, retired, or on leave without pay) and elect to continue coverage could be set up on a direct billing basis. The State will not perform any reconciliations related to premium collection or adjustments in plan coverage and tier enrollment related to direct bill members.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.25	Please confirm that your organization's services are available to all Eligible Members nationwide.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.26	Please confirm that an activity central to the Scope of Services cannot take place at a physical location outside of the United States. Only support activities may be performed at satellite facilities such as a foreign office or division. Subcontractors are also subject to this provision.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.27	Please confirm your agreement to the following: Any optometrists and opticians who are employed by your company will be required to carry professional liability insurance. In-network optometrists and ophthalmologists are required to carry professional liability insurance of at least \$2 million aggregate and \$1 million per	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed

#	Minimum Requirement	Response
	occurrence. In-network opticians are required to carry professional liability insurance \$1 million aggregate and \$1 million per occurrence.	
2.28	Please confirm your agreement to run a GeoAccess analysis and provider disruption analysis on an annual basis to compare the prior year's information with the current year's census. If the results of the GeoAccess analysis and provider disruption analysis indicate a negative 10% net change, the State reserves the right to renegotiate the rates.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.29	<i>Applicable to non-incumbent vendors only</i> – Please confirm that your organization will run a provider termination report, on a monthly basis for the first six (6) months of your contract with the State, and if a provider or retail location that has generated 20 or more claims in the previous 12 months for the State’s members drops out of your network, you will send a mailer to members who had previously seen such provider during the previous year.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.30	Please attach as an exhibit a flow diagram for claims processing.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.31	Please confirm your organization has the capability to do the following: On a monthly basis after implementation, your organization has the capability to provide the State's disease management vendor and/or data mining vendor (IBM Watson Health) with claims data. At the direction of the State, you would also be able to provide claims data to other parties and/or business partners of the State, including, but not limited to, the State's healthcare consultant, actuary, and data mining vendor, as determined necessary for the administration of the State's Group Health Insurance Program. To the extent that your proposal includes financial credits that would offset the cost of these activities, the State would have the option to use those credits. The State acknowledges that the release of claims data must be done in compliance with HIPAA Privacy rules and regulations. Note: At this point in time, bidders are not being asked to do the above activities; rather, you are being asked to confirm that your organization has the capability to perform these activities. Any requirement to conduct these services would be discussed and mutually agreed upon by the winning bidder and the State.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed
2.32	Please confirm your organization will conduct customer service surveys and report results on a semi-annual basis. If you have a sample of a customer service survey, please provide a copy as an exhibit.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
2.33	<u>Reporting – Please confirm that at no cost to the State:</u>	
	a. Your organization can provide the reports listed in the Master Report List, see Appendix I, <i>Performance Guarantees</i> . Which reports are available on-line? As an exhibit, please provide a sample of your standard management reports.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain
	b. Your organization can provide <i>ad hoc</i> reports as requested. As an exhibit, please provide a sample of a type of <i>ad hoc</i> report that was produced for a client.	<i>(Pick one of the following)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No, explain

#	Minimum Requirement	Response
2.34	<p>Do you agree to provide year-end financial accounting showing at a minimum: premiums received, incurred claims (preferred) or paid claims, and enrollment counts? How soon after the close of the plan year will the financial accounting be provided? Please provide samples of these reports.</p> <p>The delivery of the financial reporting must be consistent with the frequency listed in the Master Report List, see Appendix I, <i>Performance Guarantees</i>.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>

3.0 Implementation – Non-Incumbents Only. For Incumbent, as it relates to the offering of an additional plan design (High / Low dual plan option)

#	Minimum Requirement	Response
3.01	The effective date of the contract awarded under this RFP will be July 1, 2021. It is anticipated that the award will be made in the Fall of 2020. Please confirm that if you are awarded the contract no later than November 30, 2020, you would be able to successfully implement the vision insurance program for a May 2021 Open Enrollment period and a July 1, 2021, effective date.	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>
3.02	Assuming a contract award by November 2020 and an effective date of July 1, 2021 for membership engagement, as an exhibit provide a detailed implementation schedule and include:	
	a. Steps required to implement the program	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed</p>
	b. Role played by the plan sponsor/vendor	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed</p>
	c. Testing of enrollment file feed(s) and payroll deduction files	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed</p>
	d. Production and distribution of enrollment materials	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed</p>
	e. Contacts and personnel assigned to each step of the implementation process	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed</p>
	f. Establishment of on-line plan information	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed</p>
	g. On-line Open Enrollment in mid-May	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed</p>
3.03	Please confirm that your organization will lead the implementation process taking direction from the State of Delaware	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed</p> <p><input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	Describe what involvement would typically be expected from the SBO to support the implementation process.	
3.04	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
4.01	Please confirm that all rates or costs to administer the program are included in your pricing terms quoted in Appendix A, <i>Rate Proposal</i> .	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.02	Since this is an employee-pay-all benefit, please confirm your acceptance that the State will not pay any premiums, fees or costs of any type or under any circumstance (e.g., to communicate or administer the program, for the performance of any services required, for technology support (such as establishing a single sign on link to the vendor's enrollment website), for communication materials, for vendor travel) for this employee-pay-all benefit.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.03	If you are selected as the winning bidder, please confirm that you would not require payment of any start-up costs from the State prior to the effective date of the program.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.04	Please confirm your quote is for Guaranteed Issue benefits with rates that will be paid on a pre-tax basis for active State employees and on a post-tax basis for pensioners and long-term disability participants.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.05	If a plan design is changed in the future by the SEBC, please confirm that there will be no cost to the State to communicate all plan and premium changes to plan participants.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.06	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
4.07	Each bidder must guarantee financial terms for five (5) years, either through a) June 30, 2024, and for the two optional one-year renewal periods with a "not to exceed" cap on premium rates each year, or, b) guaranteed rates for all five years. (Note: The "not to exceed" rate cap cannot be cumulative. For example, if you quote 3% each year and raise the rates 1% in Year 4, you cannot raise the rates 5% in Year 5.)	
	d. Please confirm that your proposed rates are guaranteed for five (5) years regardless of how your organization decides to quote (i.e., either (a) or (b) above).	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
	e. In either case, please confirm your understanding that the State has the right to renew the contract for optional Years 4 and 5.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed

#	Minimum Requirement	Response
	You must include one of the two pricing options in your response to Appendix A, <i>Rate Proposal</i> .	<input type="checkbox"/> Not confirmed, explain
4.08	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.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.09	Please confirm the quoted premiums do not include broker fees. The State recognizes that the premiums quoted may have a “cost-of-doing-business fee” that is paid to a broker; however, the State will not pay broker fees directly.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.10	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.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
4.11	Please confirm your guaranteed rates include processing claim run-out after termination. If yes, how long will you process claims after contract termination in a run-out situation?	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

5.0 Legal

#	Minimum Requirement	Response
5.01	<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.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.02	<u>Insurance Coverage:</u> If the contractual service requires the transportation of State employees, the vendor shall secure at its own expense the following coverage; i. Automotive Liability (Bodily Injury) \$100,000/\$300,000. ii. Automotive Property Damage (to others) \$25,000. Additionally, the successful vendor must carry the following coverage: 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. If you believe that a type of coverage would not apply to your service, please explain.	(Pick one of the following) <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
	<p>If awarded the contract:</p> <ul style="list-style-type: none"> a. Vendor shall provide 45 days written notice of cancellation or material change of any policies. b. Vendor shall provide a copy of the insurance certificate renewals within 30 days of renewal. c. the State of Delaware shall NOT be named as an additional insured. <p>As an exhibit, please provide a copy of your certificate of insurance with the appropriate types and coverage levels. If you do not have the coverage and are awarded the contract, please confirm your understanding that you must provide a copy of your certificate of insurance before any work is done pursuant to the terms in the RFP and resulting contract.</p>	
5.03	<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>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.04	<p><u>Confidential and Proprietary Information, If Any:</u> State whether or not you are providing any information you declare to be confidential or proprietary for the purpose of exclusion from the public record under 29 Del. C. ch. 100, Delaware Freedom of Information Act. If so, you must follow the directions for submission in the <i>Confidentiality of Documents</i> and <i>Submission of Proposal</i> sections.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.05	<p><u>Responsibility for Redaction:</u> Please confirm your understanding and acceptance that the State is not responsible for incorrect redactions or reviewing your submission to determine whether or not any information asserted as confidential and proprietary is redacted. Mistakes in redactions are the sole responsibility of the bidder.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.06	<p><u>Non-Collusion Statement:</u> Please confirm that you have filled out Appendix B, <i>State of Delaware Non-Collusion Statement</i>, and include it in your bid package.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.07	<p><u>Officer Certification Form:</u> Please confirm you have filled out the <i>Officer Certification Form</i>, Appendix C, and included it in your bid package.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>
5.08	<p><u>Subcontractors – Subject to all Contract Terms:</u> The State requires your organization to confirm that all services identified in your proposal are provided solely by your organization and identify any services that may be provided by a subcontractor – including technology platforms. Other examples are graphics, mailing, and printing services. A subcontractor is any company that is under direct contract to perform services for the State’s account.</p>	<p>(Pick one of the following)</p> <p><input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain</p>

#	Minimum Requirement	Response
	Consequently, an example of a business that would provide services on the State’s account but is not a subcontractor is the United States Postal Service. Subcontractors are subject to all the terms and conditions of the RFP and the SEBC reserves the right to approve any and all subcontractors. If a subcontractor(s) is involved, note in your response to this question and complete Appendix E, <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.	
5.09	<u>Employing Delawareans Report:</u> Please confirm you have filled out the <i>Employing Delawareans Report</i> , Appendix F, 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.10	<u>Financial Ratings Form:</u> Please confirm you have filled out the <i>Financial Ratings Form</i> , Appendix G, and included it in your bid package.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.11	<u>Software Inventory Form:</u> Please confirm you have filled out the <i>Software Inventory Form</i> , Appendix H, and included it in your bid package.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.12	<u>Performance Guarantees:</u> If awarded the contract, please confirm your organization’s willingness to enter into performance guarantees. Please follow the instructions in Appendix I and include the completed <i>Performance 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.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.13	<u>Data Confidentiality Agreement:</u> <i>Non-Incumbents Only</i> - Please confirm you have filled out the <i>Data Confidentiality Agreement</i> , Appendix J, and included it in your bid package.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.14	<u>Business Associate Agreement:</u> <i>Non-Incumbents Only</i> - Please confirm you will enter into the agreement, Appendix K. If you have suggested changes, please provide the document with redlines. However, please be advised that the State will not consider major changes. If you assert that a BAA does not apply to the service or product you would be providing, please provide the reason and the regulation or citation.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
5.15	<u>Professional Services Agreement Template:</u> Please confirm that Appendix M, a template contract with the terms applicable to the services in this engagement, has been reviewed by an attorney. Use a redline tracking format for any suggested changes and you must use a comment balloon to state the reason why. The State cannot “pre-negotiate” a contract with each bidder, therefore if	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain

#	Minimum Requirement	Response
	there are suggested changes and the State does not respond that does not infer acceptance by the State. The proposal the SEBC selects will be a binding document. As such, the SEBC will expect the proposing firm to honor all representations made in its proposal. There would be an addition of a Statement of Work to the contract.	

IV. Questionnaire

Instructions

!!! IMPORTANT !!!

A. Responsiveness –

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

B. Respond to Each Question –

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

C. **Fees or Costs** – Because this is an employee-pay-all benefit, administrative fees and costs cannot be paid by the State for any type of cost or under any circumstances.

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
1.01	Please complete the items below showing your organization's vision benefit enrollment as of January 1, 2020:	
	a. Number of employees covered	
	b. Number of employer plans inforce	
	c. Number and list of State Government Plans inforce	
	d. Number of Public Sector Plans inforce other than State Government	
1.02	In the past twelve (12) months, has your organization closed any network services areas? If yes, please list the areas.	
1.03	Is your firm anticipating expansion, restructuring or reorganization in the near future? If so, please explain.	
1.04	Has your organization acquired, been acquired by, or merged with another organization in the past 24 months? If so, please explain.	

2.0 Vision Insurance Administration

#	Question	Response
2.01	What is the location of the claim office that would service this group? If there is more than one location, please list all locations. Will locations vary by network and non-network claim submission?	
2.02	Will dedicated or designated member service representatives be assigned to the State? Are member service representatives separated from the claim-processing unit or do claim processors have member service responsibilities? Do member service reps have on-line access to up-to-date claim processing information? Do member service reps have authority to approve claims?	
2.03	In the last calendar year:	
	a. How many claims has your organization processed?	
	b. What percentage of your claims were for in-network services?	
	c. What percentage of your in-network claims were automatically adjudicated?	

#	Question	Response
2.04	What is your average in-network claims backlog in days? Out-of network?	
2.05	What is your in-network claims processing turn-around time? Out-of network?	
2.06	What are all the ways that members can submit a claim (i.e., electronically, on paper)?	
2.07	Please submit a sample of all forms that would be used in the administration of the vision plans (e.g., claim form, completed EOB, ID cards).	
2.08	If the State were to move forward with a dual-plan offering with High / Low options, what information would your organization need on the enrollment files sent by the State in order for you to administer two plan options?	
2.09	Will your organization allow the State to use your logo on the State’s public benefits website? See the following link as an example: https://dhr.delaware.gov/benefits/agencies/index.shtml .	
2.10	Please describe your organization’s experience with tracking plan participants who have been diagnosed with a chronic condition (e.g., diabetes) and what have you done to engage those plan participants in condition-specific preventive care.	
2.11	Do you coordinate vision benefits with other insurance plans?	
2.12	Do you allow retroactive terminations for deceased members (i.e., cases where members fail to submit a timely request to remove deceased family members)? If so, how far back are you willing to retroactively terminate a member?	
2.13	If the State deems it necessary to update any of the file layouts provided in Attachment 9 at some point in the future, would you be willing to accept changes without any cost to the State?	

3.0 Vision Insurance Plan Design

#	Question	Response
3.01	Please populate Attachment 6 with the plan design provisions included in your proposed vision plan offering for the State, noting any exclusions, exceptions or other comments as necessary, and confirm it is included in your bid package. As a reminder, bidders are asked to match the current design provisions noted in the chart below as closely as possible. If there is an item that is not included, please add the row and bold the text. As a reminder, bidders' ability to match the State's current plan design as closely as possible with competitive premium rates will be a significant factor in determining vendor finalists.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.02	If your organization is providing a quote for an optional High / Low dual plan option, please populate Attachment 7 with the plan design provisions included in your proposed High / Low vision plan offerings for the State, noting any exclusions, exceptions or other comments as necessary, and confirm it is included in your bid package. Please note that the High / Low dual plan option should utilize the same vision provider network as your proposed vision plan offering outlined in Question 3.1 above. Please consider the sample design provisions noted in the chart below to be guidelines for establishing meaningful differentials between the High and Low plan options, but you should be as creative as possible in your proposed plan options. If there is an item that is not included, please add the row and bold the text.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.03	Please complete the vision services coverage examples outlined in Attachment 8, and confirm it is included in your bid package.	<i>(Pick one of the following)</i> <input type="checkbox"/> Confirmed <input type="checkbox"/> Not confirmed, explain
3.04	Do members pay up-front and submit claims for reimbursement or are members responsible for only plan co-pays?	
3.05	Do providers accept a Visa card as payment through a Flexible Spending Account (FSA)?	
3.06	If a paper claim submission is required, what is the turn-around time for a member's claim to be processed (date of receipt to date check is issued)?	
3.07	Are there any time limits for submitting claims?	
3.08	Do you (or any of your providers) require a benefit differential between in-network and out-of-network benefits?	

#	Question	Response
3.09	Check which services are covered in an exam and list any additional services that are included:	
	a. Case history	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	b. Recording corrected and uncorrected visual	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	c. Internal exam	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	d. External exam	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	e. Pupillary reflexes	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	f. Binocular vision	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	g. Objective refraction	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	h. Subjective refraction	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	i. Test for glaucoma	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	j. Slit lamp exam (Biomicroscopy)	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	k. Dilation	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included

#	Question	Response
	l. Dilated fundus examination	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	m. Color vision	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	n. Depth perception	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
	o. Other	<i>(Pick one of the following)</i> <input type="checkbox"/> Included <input type="checkbox"/> Not included
3.10	Provide information on discount arrangements you can offer members (professional fees, materials, value-added features). What value-add services that can be extended without cost to the State?	
3.11	Does your organization offer any discounts on eye care solutions such as saline, lubricants, drops, etc.?	
3.12	Do network discounts still apply to claims after a State employee has exhausted the State's vision benefits?	

4.0 Network Structure and Access

#	Question	Response
4.01	Please indicate the name of the vision provider network included in your proposed vision plan design that:	
	a. Most closely matches the State's current vision plan design (i.e., outlined in your response to Question 3.1)	
	b. Reflects the High / Low dual plan option (i.e., outlined in your response to Question 3.2)	
4.02	Do you own retail vision service locations? If so, please provide a list of all your owned retail locations in the State of Delaware.	

#	Question	Response
4.03	Please complete disruption analysis for the vision providers (optometrists, opticians, physicians, etc.) <u>and</u> retail locations as instructed in Attachment 2. In addition, please provide a list of your network vision providers and retail locations not noted in the disruption report.	
4.04	Describe how participants select network providers. Do you provide member support services for selecting and/or locating network providers and for answering provider credential questions that members may have?	
4.05	Please describe your vision care network in areas where there are State employees, see the reports in Attachment 1. In your response, please describe the type of vision care network (i.e., chain opticians only, independent opticians only, mixed chain opticians/independents, other (specify)). Provide number and percentages by type.	
4.06	What are the standard hours of your network providers including night and weekend hours, if applicable?	
4.07	Are there any vision services or specialties that are not available in your network in any of the areas in which there are State employees? If so, what are they? What provisions are made for patients requiring these services?	
4.08	How do your providers recognize a patient as a participant in your vision program (e.g. voucher, ID card, electronic connection to your enrollment database, etc.)? Please explain.	
4.09	Do members need to present an ID card to either in-network or out-of-network providers or both?	
4.10	Can members access an ID card on-line?	
4.11	Are EOBs available on-line or mailed? Can the member choose which method they prefer?	
4.12	Describe the general credentialing process and minimum criteria necessary to be selected as a network provider. If the process differs by type of provider, please indicate and describe separately.	
4.13	How does your organization measure the quality of care provided by the providers in your network?	
4.14	Please describe in detail your company's quality assurance programs.	

#	Question	Response																							
4.15	<p>Based on eligible employee/pensioner zip codes found in Attachment 10, please run a GeoAccess report based on the following access standards <i>which vary by 3-digit zip code</i>:</p> <table border="1"> <thead> <tr> <th rowspan="2">Access Standard (# providers within xx miles)</th> <th colspan="3">3-Digit Zip Code</th> </tr> <tr> <th>197</th> <th>198</th> <th>199</th> </tr> </thead> <tbody> <tr> <td>All vision providers</td> <td>2 in 14</td> <td>2 in 12</td> <td>2 in 20</td> </tr> <tr> <td>Optometrists</td> <td>2 in 18</td> <td>2 in 14</td> <td>2 in 25</td> </tr> <tr> <td>Ophthalmologists</td> <td>2 in 22</td> <td>2 in 18</td> <td>2 in 30</td> </tr> <tr> <td>Opticians</td> <td>2 in 18</td> <td>2 in 14</td> <td>2 in 25</td> </tr> </tbody> </table>	Access Standard (# providers within xx miles)	3-Digit Zip Code			197	198	199	All vision providers	2 in 14	2 in 12	2 in 20	Optometrists	2 in 18	2 in 14	2 in 25	Ophthalmologists	2 in 22	2 in 18	2 in 30	Opticians	2 in 18	2 in 14	2 in 25	
Access Standard (# providers within xx miles)	3-Digit Zip Code																								
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Ophthalmologists	2 in 22	2 in 18	2 in 30																						
Opticians	2 in 18	2 in 14	2 in 25																						

5.0 Owned Retail Location Services

#	Question	Response
5.01	Please specify the names of any in-network retail locations that are owned by your organization.	
5.02	What services are covered with respect to the dispensing of frames and lenses?	
5.03	Are frames and lenses ordered or fitted on site? If frames and lenses are ordered, what is the average waiting period between placement of order and delivery of frames and lenses?	
5.04	What assurances exist that a wide frame selection exists at your retail locations?	
5.05	What is your replacement policy for frames and lenses?	
5.06	How long are frames and lenses guaranteed?	
5.07	What services are covered with respect to dispensing contact lenses?	
5.08	Are contact lenses ordered or fitted on site? If contact lenses are ordered, what is the average waiting period between placement of order and delivery of lenses?	
5.09	What is your replacement policy for contact lenses?	
5.10	How long are contact lenses guaranteed?	
5.11	Are the labs that manufacture the materials owned by your organization? If not, list the labs and manufacturers that will be providing materials.	

#	Question	Response
5.12	What mail order services are available/provided? Please describe.	

6.0 Member Services

#	Question	Response
6.01	Are bilingual services available; either on the website or customer service telephone line?	
6.02	Please describe in detail your company's procedures for handling complaints by providers and complaints and grievances by members.	
6.03	Please indicate the location and hours of operation for the call center(s) that will be handling calls for the State.	
	a. What is the average turnover rate of customer service representatives for this location(s)?	
	b. How many other customers will be handled by each customer service representative supporting the State?	

7.0 Online Experience

#	Question	Response
7.01	Which of the following member functions do you provide online either via a secure member portal or a mobile app?	
	a. Enrollment Status/Changes	<i>(Pick one of the following)</i> <input type="checkbox"/> Provided <input type="checkbox"/> Not provided
	b. Provider Directory	<i>(Pick one of the following)</i> <input type="checkbox"/> Provided <input type="checkbox"/> Not provided
	c. Provider Profiles	<i>(Pick one of the following)</i> <input type="checkbox"/> Provided <input type="checkbox"/> Not provided
	d. Plan Design Details	<i>(Pick one of the following)</i>

#	Question	Response
		<input type="checkbox"/> Provided <input type="checkbox"/> Not provided
	e. Claims Status	<i>(Pick one of the following)</i> <input type="checkbox"/> Provided <input type="checkbox"/> Not provided
	f. Other	<i>(Pick one of the following)</i> <input type="checkbox"/> Provided <input type="checkbox"/> Not provided
7.02	Please describe all web-based and mobile app tools available to members.	
7.03	Would your organization be willing to offer a credit to the State of Delaware to fully offset the cost associated with establishing a single sign on link for active State employees from the State's PeopleSoft system (PHRST) to your enrollment website? If so, what is the credit amount (in dollars)?	

8.0 Integration with the State's Data Warehouse

#	Question	Response
8.01	Would your organization be willing to send vision claims data on a monthly basis to State's health care data warehouse, IBM Watson Health? If so, please discuss any limitations associated with sending claim data on a monthly basis.	
8.02	Would your organization be willing to offer a credit to the State of Delaware in the amount of at least \$20,000 to fully offset the cost associated with sending vision claims data to the State's health care data warehouse, IBM Watson Health? If so, what is the credit amount (in dollars)?	

9.0 Customized Offering

#	Question	Response
9.01	Would your organization be willing to absorb any incremental administrative cost associated with expanding vision insurance eligibility to participating groups? If your organization is not willing	

#	Question	Response
	to absorb the incremental administrative cost associated with expanding vision insurance eligibility to participating groups, please indicate the additional administrative cost for expanding eligibility to this population within your response to Appendix A, <i>Rate Proposal</i> .	
9.02	Can materials be customized with minor changes, for example – adding the State’s logo and public benefits website, at no cost? If so, which materials included in your standard open enrollment communications can be customized?	
9.03	Would you be willing to provide the State with vision-related images, or a credit/refund for the purchase of such images, that the State of Delaware can use on the SBO vision benefits website?	
9.04	Please describe your capabilities to offer pop-up vision clinics at specified locations and times (e.g., during a Health Fair). Do you have this capability throughout the State of Delaware (all 3 counties)?	
9.05	What other value-added services would you be willing to offer to the State?	
9.06	What positions your organization as the best qualified service provider for the State’s vision insurance coverage?	

V. Technical Standards and Security Requirements

1. Subcontractors – Subject to all Contract Terms - 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**. 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 E, *Subcontractor Information Form*, 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.

Response:

2. 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 confirm that you comply or would by the effective date of the contract if awarded.

Response:

3. Software Inventory - Please use the form at Appendix H, *Software Inventory*, for a list of any software that the Statewide Benefits 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:

4. 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.

Response:

5. Threats - The SANS Institute and the FBI have released a document describing the *Top 20 Internet Security Threats*. The document is available at <https://www.cisecurity.org/controls/cis-controls-list/> for your review. The contractor confirms that any systems or software provided by the contractor are free of the vulnerabilities listed in that document. (A response that security threats are always changing is not acceptable.) Simply reply that you meet the conditions in the policy and do not explain how.

Response:

6. Appendix L, *Delaware Data Usage Terms and Conditions Agreement* and *Delaware Cloud Services Terms and Conditions* - All the terms apply because the data is non-public data. If awarded the contract, your organization must sign the document as required by the Department of Technology and Information (DTI) and it will be an appendix to the contract. If there are terms that you assert do not apply to this engagement, please provide a reason and explanation here.

Response:

7. Please state whether or not Delaware data will be transmitted via email or accessible on a mobile device. If so, the following requirements apply. Simply reply whether or not the requirement applies and that you meet the conditions in the policy, or will by the effective date of the contract, and do not explain how.

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

Response:

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

Response:

8. Appendix J – Data Confidentiality Agreement ****For Non-Incumbent Only****
Please confirm that, if awarded the contract, your organization will accept the terms in the *Data Confidentiality Agreement* for the exchange of eligibility data for testing purposes before the contract effective date. If you do not accept the terms as written, you must provide a redline of suggested changes. **Be advised that the State cannot agree to major changes.**

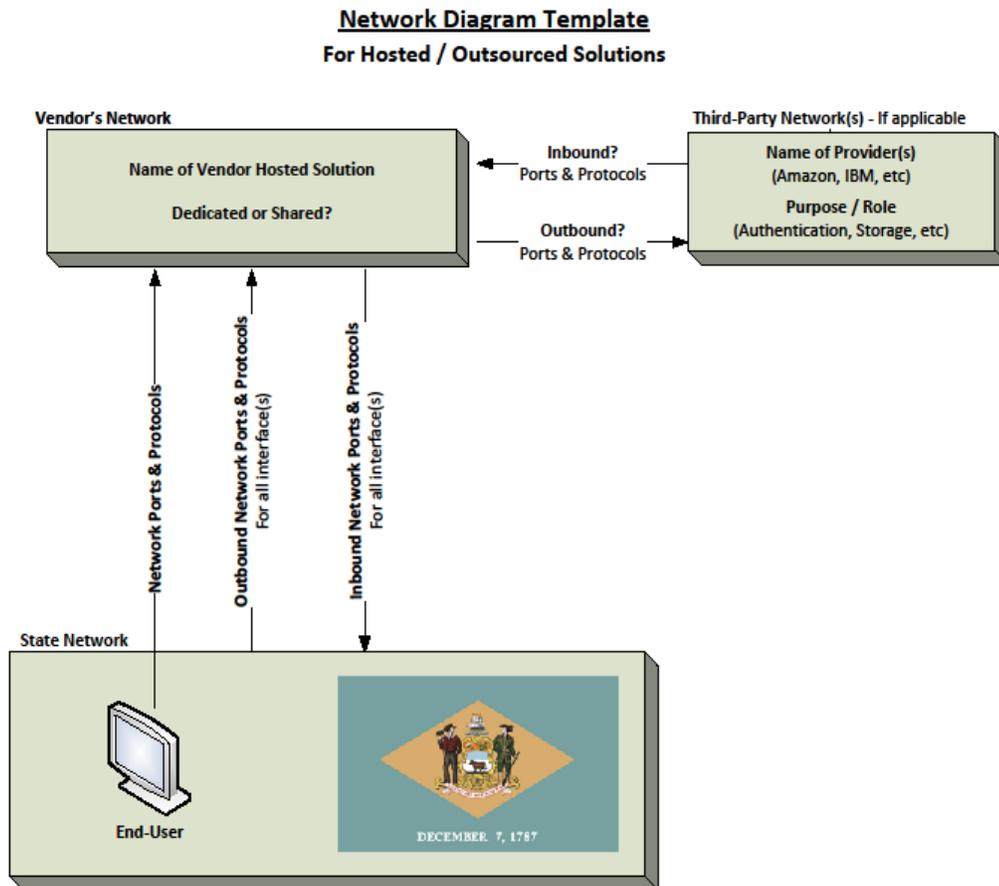
Confirmed Attached:

9. Link to Enrollment Website ****For Non-Incumbent Only****
During the Open Enrollment period, employees have the ability to access their benefit choices through a single portal to enroll in some benefits and be linked to other benefit websites. Please

confirm that your organization has the capability to link your enrollment website from the State's single sign-on site, a PeopleSoft based program.

Response:

10. 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:



Confirm Attached:

APPENDICES

APPENDIX A

RATE PROPOSAL

See separate document.

APPENDIX B

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 _____

(Check one)

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

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 C

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 Group Vision Insurance, DHR21001-Vision_Ins 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 E

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 F

EMPLOYING DELAWAREANS REPORT¹¹

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.	

¹¹ The number of Delawareans employed by your organization are not taken into consideration during the evaluation or scoring of your bid.

APPENDIX G

FINANCIAL RATINGS

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

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

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

APPENDIX I

PERFORMANCE GUARANTEES

with Account Management Survey and Master Report List

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

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

Implementation: While some implementation activities occur each year, such as reviewing plan design features and issuing employee communications, the bulk of the implementation activities will take place in Year 1. Since a successful program depends on a flawlessly executed implementation, a separate guarantee for implementation activities is required. An overall rating of satisfactory at the end of the implementation period is required. It will be based on ongoing feedback provided by the SBO on the status of the implementation and by September 1, 2021, the State will determine whether an overall rating of satisfactory was met. Penalty payments, if any, will be made by December 31, 2021.

Non-Incumbent's Implementation

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

Performance Guarantee	Standard/Performance Measure	Fee at Risk (\$ or % of Total Year 1 Premiums)
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>

Incumbent’s Implementation

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

~~~~~

**Terms:** 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 45<sup>th</sup> day of the month following the end of a quarter (for example, November 15 for the first quarter of the plan year – July 1 to 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.

| <b>Guarantee</b>               | <b>Performance Results</b>                                                                                                                                                                                                              | <b>Definition/Calculation</b>                                                                                                                                                                                                                  | <b>% of Premiums at Risk</b> |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b>On-Going Administration</b> |                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                |                              |
| Open Enrollment Communications | 100% of enrollment materials will be provided within three (3) days of need-by date for all requests received at least ten (10) days prior to need-by dates.<br><br>Attendance at all Health Fairs and Benefit Representative meetings. | Self-Explanatory                                                                                                                                                                                                                               | 0.25%                        |
| Member ID Cards                | 100% of Member ID cards will be mailed within 10 business days of receipt of clean membership data (excludes cards requiring translation).                                                                                              | Measured from the date the membership file is received by Vendor to the date ID Cards delivered to USPS. (Membership files after 4:00pm ET will count as the next business day.)                                                               | 0.25%                        |
| Enrollment Updating            | 97% of electronic enrollment files will be processed within two (2) business days of receipt of clean data delivered via SFTP. (Paper, email delivery, other = 3 days.)                                                                 | Measured from the date the enrollment file is received by Vendor to the date enrollment files are loaded to Vendor's system (Files after 4:00pm ET will count as the next business day.)<br><br>**Measured based on Vendor's Book of Business. | 0.25%                        |
| Enrollment Reporting           | 98% of membership post-processing reports will be forwarded within two (2) business days of processing of enrollment files.                                                                                                             | Measured from the date membership files are processed to the date post-processing reports are forwarded to client.<br><br>**Measured based on Vendor's Book of Business.                                                                       | 0.25%                        |

| <b>Guarantee</b>                   | <b>Performance Results</b>                                                                 | <b>Definition/Calculation</b>                                                                                                                                | <b>% of Premiums at Risk</b> |
|------------------------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Enrollment Accuracy                | Vendor will load clean enrollment data with at least 99% accuracy.                         | Based on quality audit of 5% of all electronic file loads each month.<br><br>**Measured based on Vendor's Book of Business.                                  | 0.25%                        |
| <b>Claim Processing</b>            |                                                                                            |                                                                                                                                                              |                              |
| Financial Accuracy                 | Vendor will pay the correct amount on clean and valid claims with at least 99.5% accuracy. | Based on a statistically significant sample of the specific client claims population. Calculation: Total \$ correctly paid in sample / Total \$ in sample    | 0.25%                        |
| Claim Turnaround Time - Processing | 97% of Clean and Valid Claims processed within five (5) business days.                     | Measurement: Claim Received Date to date claim processed and ready for payment. (This includes both In-Network and Out-of-Network claims.)                   | 0.25%                        |
| Claim Turnaround Time - Processing | 99.5% of Clean and Valid Claims processed within fifteen (15) business days.               | Measurement: Claim Received Date to date claim processed and ready for payment. (This includes both In-Network and Out-of-Network claims.)                   | 0.25%                        |
| Processing Accuracy                | 97% of claims processed accurately without payment or non-payment errors.                  | Self-Explanatory                                                                                                                                             | 0.25%                        |
| <b>Member Services</b>             |                                                                                            |                                                                                                                                                              |                              |
| Call Abandonment Rate              | No more than 2.5% of calls received.                                                       | The Abandonment Rate represents the % of all callers who hang up prior to being answered (calls abandoned within eight (8) seconds or less are excluded from | 0.25%                        |

| <b>Guarantee</b>                            | <b>Performance Results</b>                                                                                              | <b>Definition/Calculation</b>                                                                                                                                                     | <b>% of Premiums at Risk</b> |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
|                                             |                                                                                                                         | calculation). Calculation equals all abandoned calls divided by the total numbers of calls received.<br><br>**Measured based on Vendor's Book of Business.                        |                              |
| Provider Locator System Availability        | Available 99% of the time during normal hours of operation.                                                             | Self-Explanatory<br><br>**Measured based on Vendor Book of Business.                                                                                                              | 0.25%                        |
| Call Center - Email Responsiveness          | Responding to 95% of emails within 24 hours, excluding holidays.                                                        | Self-Explanatory<br><br>**Measured based on Vendor's Book of Business.                                                                                                            | 0.25%                        |
| First Call Resolution                       | 98.5% First Call Resolution                                                                                             | Calculation: Total calls with issues resolved on the first call divided by total calls received.<br><br>**Measured based on Vendor Book of Business.                              | 0.25%                        |
| Telephone Response Time                     | Average speed of answer will not exceed 25 seconds.                                                                     | Answer equals the average length of time a caller waits in queue prior to being answered. Calculation equals total calls and their average time on hold – inclusive of all calls. | 0.25%                        |
| <b>Provider Relations</b>                   |                                                                                                                         |                                                                                                                                                                                   |                              |
| Complaints / Appeals / Grievance Resolution | 98% of written complaints will be acknowledged in writing within three (3) business days of mail/fax/email receipt. 98% | Self-Explanatory                                                                                                                                                                  | 0.25%                        |

| <b>Guarantee</b>              | <b>Performance Results</b>                                                                                                                                                                   | <b>Definition/Calculation</b>                                      | <b>% of Premiums at Risk</b> |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------------------------|
|                               | complaint resolution in thirty (30) days.                                                                                                                                                    |                                                                    |                              |
| <b>Reporting</b>              |                                                                                                                                                                                              |                                                                    |                              |
| Reporting Package             | Produce timely reports per the <i>Master List</i> , attached. During the term of this Agreement, the Contractor and State may change the reporting requirements by mutual written agreement. | Self-Explanatory                                                   | 0.25%                        |
| <b>Information Technology</b> |                                                                                                                                                                                              |                                                                    |                              |
| Web Site Maintenance          | Web site accessible to plan participants a minimum of 98% of the time during the hours of 7:00 a.m. to 1:00 a.m. Monday through Saturday and 11 a.m. through 9:00 p.m. on Sundays.           | Self-Explanatory<br>**Measured based on Vendor's Book of Business. | 0.25%                        |
| <b>Account Management</b>     |                                                                                                                                                                                              |                                                                    |                              |
| Account Mgt Meeting           | Quarterly account management meetings with the State of Delaware with at least one (1) on-site annually.                                                                                     | Self-Explanatory                                                   | 0.25%                        |
| Overall Satisfaction          | Overall Average Rating of Strongly Agree (5), Agree (4), or Somewhat Agree (3) of SBO's quarterly account management team based upon the <i>Account Management Survey</i> , attached.        | Self-Explanatory                                                   | 0.25%                        |

| <b>Surveys</b> |                         |                                                                                             |              |
|----------------|-------------------------|---------------------------------------------------------------------------------------------|--------------|
| Member Survey  | 95% member satisfaction | Measured quarterly from Delaware's participants with a frequency to be mutually determined. | 0.25%        |
|                |                         | <b>Total</b>                                                                                | <b>5.00%</b> |

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*Account Management Team Survey*  
*(Vendor)*

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**Account Management Team Survey**

For Reporting Period: FY \_\_\_\_ Quarter : \_\_\_\_\_  
 Completed by: SBO Vendor Management Team

The Vendor Management Team of the Statewide Benefits Office is using this tool to evaluate the Account Management Team of (Vendor) in serving as a provider of vision insurance benefit services to the employees and pensioners of the State of Delaware.

**Knowledge:** Indicate the extent to which you agree that your Account Management Team:

|                                                                                                                              | Strongly<br>Agree<br>5   | Agree<br>4               | Somewh<br>at<br>Agree<br>3 | Disagree<br>2            | Strongly<br>Disagree<br>1 | For any "1" or "2"<br>responses, please provide<br>specific comments in the<br>area below |
|------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|----------------------------|--------------------------|---------------------------|-------------------------------------------------------------------------------------------|
| 1. Understands your benefits plan.                                                                                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                     |
| 2. Understands your business needs. Meets with you to establish needs and service expectations.                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                     |
| 3. Understands your service expectations. Develops a business plan that incorporates the agreed upon needs and expectations. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                     |
| 4. Displays knowledge regarding vision insurance benefit products and services.                                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                     |
| 5. Clearly explains your report results.                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                     |

Average Rating \_\_\_\_

**Professionalism:** Indicate the extent to which you agree that your Account Management Team:

|                                                                   | Strongly<br>Agree<br>5   | Agree<br>4               | Somewh<br>at<br>Agree<br>3 | Disagree<br>2            | Strongly<br>Disagree<br>1 | For any "1" or "2"<br>responses, please provide<br>specific comments in the<br>area below |
|-------------------------------------------------------------------|--------------------------|--------------------------|----------------------------|--------------------------|---------------------------|-------------------------------------------------------------------------------------------|
| 6. Actively listens to and acknowledges your issues and concerns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  |                                                                                           |
| 7. Provides appropriate verbal communication.                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  |                                                                                           |
| 8. Provides appropriate written communication.                    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  |                                                                                           |
| 9. Works with you to develop a positive working relationship.     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  |                                                                                           |
| Average Rating                                                    |                          |                          |                            |                          |                           | __                                                                                        |

**Proactive Management:** Indicate the extent to which you agree that your Account Management Team:

|                                                                                                 | Strongly<br>Agree<br>5   | Agree<br>4               | Somewh<br>at<br>Agree<br>3 | Disagree<br>2            | Strongly<br>Disagree<br>1 | For any "1" or "2"<br>responses, please provide<br>specific comments in the<br>area below |
|-------------------------------------------------------------------------------------------------|--------------------------|--------------------------|----------------------------|--------------------------|---------------------------|-------------------------------------------------------------------------------------------|
| 10. Actively monitors your account and interacts with you in a frequency that meets your needs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  |                                                                                           |
| 11. Communicates potential problems/issues.                                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  |                                                                                           |
| 12. Provides viable alternative solutions that meet your business needs.                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  |                                                                                           |
| 13. Manages and understands system requirements and their effect on your business.              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  |                                                                                           |
| 14. Sets realistic expectations regarding turn-around time.                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  |                                                                                           |
| Average Rating                                                                                  |                          |                          |                            |                          |                           | __                                                                                        |

**Accessibility:** Indicate the extent to which you agree that your Account Management Team:

|                                                                                                    | Strongly<br>Agree<br>5   | Agree<br>4               | Somewh<br>at<br>Agree<br>3 | Disagree<br>2            | Strongly<br>Disagree<br>1 | For any "1" or "2"<br>responses, please provide<br>specific comments in the<br>area below |
|----------------------------------------------------------------------------------------------------|--------------------------|--------------------------|----------------------------|--------------------------|---------------------------|-------------------------------------------------------------------------------------------|
| 15. Available to you on a timely basis.                                                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                     |
| 16. Allocates appropriate time when meeting with you.                                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                     |
| 17. Demonstrates flexibility with regard to schedule changes.                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                     |
| 18. Provides/communicates alternate contacts in the event of their absence.                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                     |
| 19. Advises you of schedule limitations upon contact for meetings, conference calls, projects etc. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                     |
| Average Rating _____                                                                               |                          |                          |                            |                          |                           |                                                                                           |

**Responsiveness:** Indicate the extent to which you agree that your Account Management Team:

|                                                                  | Strongly<br>Agree<br>5   | Agree<br>4               | Somewh<br>at<br>Agree<br>3 | Disagree<br>2            | Strongly<br>Disagree<br>1 | For any "1" or "2"<br>responses, please<br>provide specific<br>comments in the area<br>below |
|------------------------------------------------------------------|--------------------------|--------------------------|----------------------------|--------------------------|---------------------------|----------------------------------------------------------------------------------------------|
| 20. Responds to your inquiries in a timely manner.               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                        |
| 21. Provides thorough responses to your inquiries.               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                        |
| 22. Follows-through regarding outstanding problems/issues/items. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                        |
| 23. Solicits the assistance of product experts when needed.      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>  | _____                                                                                        |

Average Rating \_\_\_\_\_

Overall Average Rating \_\_\_\_\_

**Please include any other comments or suggested action steps:**

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**CONTINUATION OF APPENDIX I –  
MASTER REPORT LIST**

| <b><i>Pensions</i></b><br>File Description                                                                                                                      | Direction                | Frequency                           | Transport Method                           | Target Date                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|--------------------------------------------|-------------------------------------------------|
| Electronic enrollment file                                                                                                                                      | Pension/CRIS to Vendor   | Weekly                              | State Secure Site (SFTP Server)            | Every Saturday                                  |
| Payroll file                                                                                                                                                    | Pension/CRIS to Vendor   | Monthly                             | State Secure Site (SFTP Server)            | 1st of each month                               |
| Reconciliation                                                                                                                                                  | Vendor to Pension Office | Monthly                             | State Secure Site (SFTP Server)            | 10 business days                                |
| Age 26 - "Aging Out"                                                                                                                                            | CRIS to Pension Office   | Monthly                             | State Secure Email                         | Monthly                                         |
| SOD Reports: Exceptions, Summary, Termination and Valid Mapping reports                                                                                         | Vendor to Pension Office | Weekly                              | Email                                      | every Tuesday                                   |
| Utilization report by subscriber & procedure class; Membership, Network, Materials & Exams (all groups)                                                         | Vendor to SBO            | Quarterly                           | Email (hard copy at face to face meetings) | 45 days after end of quarter                    |
| Performance Guarantee (PG).Loss Ratio, Call Summary Reporting, Judgement/Settlement, Wellness, Complaint Appeal Report, Subcontractor and Timeline (all groups) | Vendor to SBO            | Quarterly                           | Email (hard copy at face to face meetings) | 45 days after end of quarter                    |
| Enrollment reporting (all groups)                                                                                                                               | Vendor to SBO            | Monthly                             | Email                                      | 15th of each month following end of prior month |
| Dually Covered Member report (all groups)                                                                                                                       | Vendor to SBO            | Annually                            | Email                                      | Annually - September                            |
| Professional Liability Insurance Certificates (all groups)                                                                                                      | Vendor to SBO            | Prior to expiration of prior policy | Email                                      | Prior to expiration of prior policy             |
| Cyber Insurance (all groups)                                                                                                                                    | Vendor to SBO            | Prior to expiration of prior policy | Email                                      | Prior to expiration of prior policy             |

| <b>Actives –<br/>File Description</b>                                                                                                                           | <b>Direction</b> | <b>Frequency</b>                    | <b>Transport Method</b>                    | <b>Target Date</b>                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------|--------------------------------------------|-------------------------------------------------|
| Electronic enrollment file "dbn114" & as of 4/25/14 -combined Term/Enrollment.                                                                                  | PHRST to Vendor  | Weekly                              | State Secure Site (SFTP Server)            | every Saturday                                  |
| Payroll file * dbn119.er & dbn119.dat                                                                                                                           | PHRST to SBO     | Monthly                             | State Secure Site (SFTP Server)            | After the pay period of the month               |
| Age 26 - "Aging Out"                                                                                                                                            | PHRST to SBO     | Monthly                             | State Secure Email                         | Monthly                                         |
| Utilization report by subscriber & procedure class; Membership, Network, Materials & Exams (all groups)                                                         | Vendor to SBO    | Quarterly                           | Email (hard copy at face to face meetings) | 45 days after end of quarter                    |
| Performance Guarantee (PG).Loss Ratio, Call Summary Reporting, Judgement/Settlement, Wellness, Complaint Appeal Report, Subcontractor and Timeline (all groups) | Vendor to SBO    | Quarterly                           | Email (hard copy at face to face meetings) | 45 days after end of quarter                    |
| Enrollment reporting (all groups)                                                                                                                               | Vendor to SBO    | Monthly                             | Email                                      | 15th of each month following end of prior month |
| SOD Reports: Exceptions, Summary, Termination and Valid Mapping reports                                                                                         | Vendor to SBO    | Weekly                              | Email                                      | every Tuesday                                   |
| Dually Covered Member report (all groups)                                                                                                                       | Vendor to SBO    | Annually                            | Email                                      | Annually - September                            |
| Professional Liability Insurance Certificates (all groups)                                                                                                      | Vendor to SBO    | Prior to expiration of prior policy | Email                                      | Prior to expiration of prior policy             |
| Cyber Insurance (all groups)                                                                                                                                    | Vendor to SBO    | Prior to expiration of prior policy | Email                                      | Prior to expiration of prior policy             |
| GeoAccess Results                                                                                                                                               | Vendor to SBO    | Annually                            | Annual Review                              | Annual Report                                   |

| <b>COBRA</b><br>File Description                                                                                                                                | Direction                                                                                                    | Frequency                           | Transport Method                                                                                             | Target Date                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Cobra Vision Enrollments                                                                                                                                        | ASI currently manually enrolling enrollment changes via client portal. File feed process not yet implemented | Daily/varies                        | ASI currently manually enrolling enrollment changes via client portal. File feed process not yet implemented | daily/varies                                    |
| COBRA Administrative Fees & Premium Remittance Invoices                                                                                                         | ASI emails invoices Fin Ops                                                                                  | Monthly                             | Email                                                                                                        | Monthly                                         |
| COBRA Participation Carrier Reconciliation                                                                                                                      | Vendor to SBO                                                                                                | Monthly                             | Email (or when necessary access via client portal)                                                           | Monthly                                         |
| Age 26 - "Aging Out"                                                                                                                                            | PHRST to SBO                                                                                                 | Monthly                             | State Secure Email                                                                                           | Monthly                                         |
| Utilization report by subscriber & procedure class; Membership, Network, Materials & Exams (all groups)                                                         | Vendor to SBO                                                                                                | Quarterly                           | Email (hard copy at face to face meetings)                                                                   | 45 days after end of quarter                    |
| Performance Guarantee (PG).Loss Ratio, Call Summary Reporting, Judgement/Settlement, Wellness, Complaint Appeal Report, Subcontractor and Timeline (all groups) | Vendor to SBO                                                                                                | Quarterly                           | Email (hard copy at face to face meetings)                                                                   | 45 days after end of quarter                    |
| Enrollment reporting (all groups)                                                                                                                               | Vendor to SBO                                                                                                | Monthly                             | Email                                                                                                        | 15th of each month following end of prior month |
| Dually Covered Member report (all groups)                                                                                                                       | Vendor to SBO                                                                                                | Annually                            | Email                                                                                                        | Annually - September                            |
| Professional Liability Insurance Certificates (all groups)                                                                                                      | Vendor to SBO                                                                                                | Prior to expiration of prior policy | Email                                                                                                        | Prior to expiration of prior policy             |
| Cyber Insurance (all groups)                                                                                                                                    | Vendor to SBO                                                                                                | Prior to expiration of prior policy | Email                                                                                                        | Prior to expiration of prior policy             |

## APPENDIX J

### DATA CONFIDENTIALITY AGREEMENT

**\*\*FOR A NON-INCUMBENT ONLY\*\***

#### **Data Exchange for the Vision Insurance Program**

This Data Confidentiality Agreement (“Agreement”) is undertaken and effective on the date of the State Employee Benefit Committee (SEBC) award on \_\_\_\_\_ pursuant to the parties’ performance of a certain contract (“Contract”) effective July 1, 2021, by and between the State of Delaware (“State”) by and through the Department of Human Resources (“DHR”) on its own behalf and on behalf of the group health plan it sponsors for employees and other covered persons, collectively referred to hereafter as “Covered Persons”, and \_\_\_\_\_ (“Contractor”) with offices at \_\_\_\_\_, (“Parties”).

WHEREAS, the State issued a Request for Proposal (“RFP”) for the Vision Insurance program on \_\_\_\_\_;

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

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

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

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

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

1. The RFP provides for a data extract by and through Payroll Human Resources Statewide Technology (“PHRST”) to be provided to the Contractor to be used for implementation testing and enrollment.
2. The eligibility files generated by the State will be encrypted using the previously exchanged encryption key prior to being placed in a pre-defined sub-folder on the State’s SFTP server. The Contractor is responsible to obtain the files from the server and decrypt them.
3. The RFP requires that the Contractor accept enrollment files in specified formats and on a weekly basis.

4. The data is to be used for the following purposes and is not to be used for any other purpose.
  - a. To populate the Contractor’s test environment; and
  - b. To populate the Contractor’s system so that eligible members may enroll in the Vision Insurance program.
5. Contractor will securely destroy/delete the eligibility file(s) received before July 1, 2021, keeping only the data from the eligible members that enrolled during Open Enrollment in May, 2021.
6. Notwithstanding any other provision of this agreement, PHRST shall be considered the custodian of the data it provides to Contractor for the purposes of the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. All requests pursuant to FOIA for data subject to this agreement in the possession of Contractor must be referred to PHRST. To the extent that Contractor modifies the form or content of data disclosed by PHRST, Contractor shall be considered the custodian of such information for the purposes of the Delaware Freedom of Information Act, 29 Del. C. Ch. 100, to the extent the data is still subject to the Delaware Freedom of Information Act.
7. No clause of this Agreement shall be considered a waiver of any portion of the terms set forth in the RFP for which a Contract has been awarded to the Contractor.

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

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

**STATE OF DELAWARE  
DEPARTMENT OF HUMAN RESOURCES**

**CONTRACTOR**

\_\_\_\_\_  
Signature  
Faith L. Rentz  
Director of Statewide Benefits

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX K

### 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

## **APPENDIX L**

**Delaware Cloud Services Terms and Conditions Agreement  
Delaware Data Usage Terms and Conditions Agreement**

**See separate documents.**

## APPENDIX M

### PROFESSIONAL SERVICES AGREEMENT

**Instructions:** Use the “redline” feature for strikethroughs and insertions. If you make suggested changes, you **must** include a comment explaining the reason. The blanks for your company’s name do not need to be filled in at this time.

**Items to note:**

1. Section 1.1.1, Appendix A – Scope of Work: The Scope of Work will be added later for the specific services agreed upon in your bid response.
2. Section 1.2 – The phrase “not the Contractor’s bid response” is non-negotiable. This term applies to a conflict or inconsistency between provisions in the documents.
3. Section 9, Indemnification – **For both terms, be advised that the State cannot agree to major changes and will not, under any circumstances, accept the term of gross negligence.**

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### PROFESSIONAL SERVICES AGREEMENT

This Agreement (“Agreement”) is entered into as of July 1, 2021 (“Effective Date”) by and between the State of Delaware (the “State”), Department of Human Resources (“DHR”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, with offices at \_\_\_\_\_ (“Contractor”).

WHEREAS, the State desires to obtain certain services for active employees and pensioners and their dependents; and

WHEREAS, Contractor desires to provide such services to the State on the terms set forth below;

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

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

**1. Services.**

1.1 Contractor shall perform for the State the services specified in the Appendices to this Agreement, attached hereto and made a part hereof:

1.1.1 Appendix A – Scope of Work

1.1.2 Appendix B – Delaware Data Usage Terms and Conditions Agreement and Delaware Cloud Services Terms and Conditions Agreement

1.1.3 Appendix C - Performance Guarantees with Account Management Survey and Master Report List

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); and (b) the State's Request for Proposal, dated \_\_\_\_\_, 20\_\_ ("RFP"). Only the RFP is specifically incorporated into this Agreement, not the Contractor's bid response, and made a part hereof. Notwithstanding the foregoing, in the event of any contradiction or inconsistency between the contract or the State's RFP and the terms of any insurance policy issued by the Contractor to the State, the terms of the insurance policy shall control.

1.3 Subject to such approval as may be required by the Delaware Department of Insurance, the State may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Contractor shall be furnished without the written authorization of the State. When the State desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Contractor, who shall then submit to the State a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Contractor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

**2. Payment for Services and Expenses.**

2.1 The term of the initial contract shall be from July 1, 2021 through June 30, 2024 with the State having the option for up to two (2) one-year extensions (FY25, July 1, 2024 through June 30, 2025 and FY26, July 1, 2025 to June 30, 2026).

2.2 All implementation services - including but not necessarily limited to, test file exchanges, communications, eligibility file processing, and on-site meetings - for Open Enrollment in May, 2021, will be at no cost to the State.

2.3 The State shall have no obligation to pay premiums or any fees or costs to the Contractor to communicate or administer the program and for the performance of any services required of this employee-pay-all benefit. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Contractor and it shall be Contractor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed.

2.4 The Contractor agrees to abide by the State's lag payroll billing and payment process, as follows:

2.4.1 The monthly payroll deductions will be paid to the Contractor within thirty (30) days of the end of that month.

2.4.2 The State will present payments to the Contractor based on payroll/pensioner premium deductions calculated by the State following the last check for the benefit payroll month.

2.4.3 If an employee or pensioner misses a payment under a non-payroll payment agreement, no payment will be made by the State to the Contractor.

2.4.4 Contractor agrees to accept a separate monthly check from the State for premiums paid by Long Term Disability beneficiaries and retirees who are not receiving a pension check.

2.4.5 Contractor agrees to provide credit for retroactive terminations for up to ninety (90) days.

2.4.6 To accommodate payroll schedules of 22-pay schedule employees such as school district and higher education employees, for example, the Contractor shall accept payroll deductions of multiple deductions of specific pay periods with no benefit deductions in the summer months.

2.5 The State shall have no obligation to pay premiums or fees to the Contractor for the performance of services of this employee-pay-all benefit. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Contractor and it shall be Contractor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed.

2.6 All expenses incurred in the performance of the services, including, but not necessarily limited to, ad hoc reports, printing of certificates of insurance, mailings, postage, plan design changes, attendance at on-site meetings, health fairs and education sessions.

2.7 Any payments made by the State of Delaware will be by Automated Clearing House (ACH) as per its ACH processing procedures.

2.8 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.

2.8 For this employee-pay-all benefit, the State shall produce its own monthly invoice. Contractor will perform all premium and plan coverage and tier enrollment reconciliations at no cost to the State via enrollment feeds provided by the State. Invoices shall be submitted to:

State of Delaware  
Department of Human Resources  
Financial Operations, Suite 101  
122 Martin Luther King, Jr., Blvd., South  
Dover, DE 19901

### **3. Responsibilities of Contractor.**

3.1 Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Contractor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Contractor shall follow practices consistent with generally accepted professional and technical standards. Contractor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the requirements of the RFP and the standards of the DHR. Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by Contractor's failure to ensure compliance with RFP requirements and DHR standards.

3.2 It shall be the duty of the Contractor to assure that all products and services are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Contractor will not produce a work product that violates or infringes on any copyright or patent rights. Contractor shall, without additional compensation, correct or revise any errors or omissions in its work products and services.

3.3 Permitted or required approval by the State of any products or services furnished by Contractor shall not in any way relieve Contractor of responsibility for the professional and technical

accuracy and adequacy of its work. The State's review, approval, acceptance, or payment for any of Contractor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to the State caused by Contractor's performance or failure to perform under this Agreement.

3.4 Contractor shall furnish to the State's designated representative copies of all correspondence to regulatory agencies that apply to services or products subject of this contract.

3.5 Contractor agrees that its officers and employees will cooperate with the State in the performance of services under this Agreement and will be available for consultation with the State at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.6 Contractor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State or any other political subdivision of the State.

3.7 Contractor will not use the State's name, logo or seal either express or implied, in any of its advertising or sales materials without the State's express written consent.

3.8 Contractor will not use the names, home addresses or any other information obtained about the participants for offering for sale any property or services that are not directly related to the services contracted herein without express written consent of the State.

3.9 The State 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 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.

3.10 The rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.

3.11 Contractor shall 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, you may provide the website of the SEC 10-Q and 10-K filing.

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

3.13 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.

#### **4. Time Schedule.**

4.1 Any delay of services or change in sequence of tasks must be approved in writing by the State.

4.2 In the event that Contractor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by the State,

or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, the State may suspend the premiums scheduled herein.

4.3 Contractor will provide the State with renewal information and/or proposed contract amendments at least 180 days prior to the renewal anniversary. 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 Benefit Office.

## **5. State Responsibilities.**

5.1 In connection with Contractor's provision of the Services, the State shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 The State agrees that its officers and employees will cooperate with Contractor in the performance of services under this Agreement and will be available for consultation with Contractor at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by Contractor under this Agreement shall be subject to review for compliance with the terms of this Agreement by the State's designated representatives. The State representatives may delegate any or all responsibilities under the Agreement to appropriate staff members. The review comments of the State's designated representatives may be reported in writing as needed to Contractor. It is understood that the State's representatives' review comments do not relieve Contractor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

## **6. Work Product.**

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Contractor for the State relating to the services to be performed hereunder shall become the property of the State and shall be delivered to the State's designated representative upon completion or termination of this Agreement, whichever comes first. Contractor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by the State. The State shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

## **7. Confidential Information.**

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

## **8. Warranty.**

8.1 Contractor warrants that its services will be performed in a good and workmanlike manner. Contractor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed.

With respect to all third-party products and services purchased by Contractor for the State in connection with the provision of the Services, Contractor shall pass through or assign to the State the rights Contractor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

**9. Indemnification. (For both terms, be advised that the State cannot agree to major changes and will not, under any circumstances, accept the term of gross negligence.)**

9.1 Contractor 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 Contractor, its agents or employees, or (B) Contractor'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) Contractor shall have been notified in writing by the State of any notice of such claim; and (ii) Contractor 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.

9.2 Contractor 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 any data security breaches/ or incidents (A) the negligence or other wrongful conduct of the Contractor, its agents or employees, or (B) Contractor'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) Contractor shall have been notified in writing by the State of any notice of such claim; and (ii) Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

**10. Employees.**

10.1 Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor the State's request for specific individuals that are assigned to managerial roles in all areas of account management.

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

**11. Independent Contractor.**

11.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of the State and shall furnish such services in its own manner and method except as required by this Agreement. Contractor

shall be solely responsible for, and shall indemnify, defend and save the State harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor 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.

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

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

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

**12. RESERVED.**

**13. Termination.**

13.1 This Agreement may be terminated in whole or in part by the State for convenience or in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given notice as follows:

- a. Not less than 180 days written notice by the State for convenience.
- b. Not less than 180 days written notice by the Contractor for cause.
- c. Not less than 30 days written notice by the State for cause.

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

13.4 The rights and remedies of the State and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

**13.5 Gratuities.**

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

13.5.2 In the event this Agreement is terminated as provided in Section 13.5.1 hereof, the State shall be entitled to pursue the same remedies against Contractor it could pursue in the event of a breach of this Agreement by Contractor.

13.5.3 The rights and remedies of the State provided in Section 13.5 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**14. Severability.**

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

**15. Assignment; Subcontracts.**

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

15.2 Services specified by this Agreement shall not be subcontracted by Contractor without prior written approval of the State.

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

15.4 Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under this Agreement by Contractor, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by the State's approval of the Contractor's request to subcontract.

**16. Force Majeure.**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

**17. RESERVED.**

**18. State of Delaware Business License.**

Contractor and all subcontractors represent that they are properly licensed and authorized to transact business in the State as provided in 30 *Del. C.* §2502.

**19. Complete Agreement.**

19.1 This Agreement and its Appendices shall constitute the entire agreement between the State and Contractor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3 Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

## **20. Miscellaneous Provisions.**

20.1 In performance of this Agreement, Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Contractor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

20.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4 Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 Contractor acknowledges that the State has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the State may declare Contractor in breach of the Agreement, terminate the Agreement, and designate Contractor as non-responsible.

20.6 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

20.8 Contractor shall maintain all public records, as defined by 29 *Del. C.* §10002(1), relating to this Agreement and its deliverables for the time and in the manner specified by the State Division of Archives, pursuant to the State Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of the State may inspect or audit Contractor' performance and records pertaining to this Agreement at the Contractor business office during normal business hours.

20.9 Contractor will not use the names, home addresses or any other information obtained about participants for the purpose of offering for sale any property, products or services that are not directly related to services subject of this Agreement without the express written consent of the State.

## **21. Insurance.**

21.1 Contractor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law; and
- b. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; and
- c. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; and/or
- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

21.2. Contractor shall provide forty-five (45) days written notice of cancellation or material change of any policies.

21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State.

21.4. Within thirty (30) days of renewal, Contractor will provide the State a copy of renewal certificates throughout the term of the Agreement.

21.5. In **NO** event shall the State be named as an additional insured on any policy required under this Agreement.

21.6. Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

## **22. Assignment of Antitrust Claims.**

As consideration for the award and execution of this contract by the State, Contractor hereby grants, conveys, sells, assigns, and transfers to the State all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

## **23. Applicable Law**

23.1 The laws of the State of Delaware shall apply, except where Federal Law has precedence. Contractor consents to jurisdiction and venue in the State of Delaware.

23.2 Contractor certifies that it complies with all federal, state and local laws applicable to its activities and obligations including:

- a. the laws of the State of Delaware;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- e. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

23.3 If Contractor 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.

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

**24. Notices.**

Any notice required pursuant to this Agreement shall be in writing and shall be effectively served: (a) if delivered personally, upon receipt by the other Party; (b) if sent by prepaid courier service, certified or registered mail, upon date indicated on the return receipt requested; or (c) if sent by facsimile or electronic mail (with confirmed receipt), upon receipt of transmission notice by the sender. All notices shall be sent to the following addresses:

TO **State** at:  
 State of Delaware, DHR  
 Statewide Benefits Office  
 ATTN: Contract Manager or Director  
 97 Commerce Way, Suite 201  
 Dover, DE 19904

TO **Contractor** at:  
 (insert)

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**STATE OF DELAWARE  
 DEPARTMENT OF HUMAN RESOURCES**

By: \_\_\_\_\_  
 Faith L. Rentz, Director  
 Statewide Benefits Office

Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_