



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

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***STATE EMPLOYEE BENEFITS COMMITTEE***

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**Request for Proposal for Centers of Excellence Administration  
for the Group Health Insurance Program**

***RFP Release Date: May 1, 2023***

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**Addendum #1  
Monday, May 15, 2023**

**DHR2301–MedicalCOE**

**Revisions to the Published RFP:**

1. Addition of Appendix L – Non-Disclosure Agreement with Certificate of Destruction as attached and available on Proposal Tech.

## APPENDIX L

### NON-DISCLOSURE AGREEMENT WITH CERTIFICATE OF DESTRUCTION

#### State of Delaware Third Party Administration of the Centers of Excellence Program

This Agreement is entered into as of May 1, 2023, by and between \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Vendor”)  
and the State of Delaware (“State”).

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

“Purpose of the Disclosure” means a review of de-identified enrollment, claims and financial information and diagnosis data for enrolled non-Medicare members of the Group Health Insurance Program for the purpose of responding to a proposal for third-party administration of the Centers of Excellence program.

The parties hereby agree as follows:

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

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

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

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

**(e) On or before December 1, 2023, Vendor shall dispose of all Proprietary Information in its systems or otherwise in its possession or under its control and in all of its forms, for example: disk, CD/DVD, backup tapes, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and the attached certificate of destruction form shall be provided to the State of Delaware.**

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

7. **General.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the Proprietary Information listed above, and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties. Vendor's rights under this Agreement may not be assigned to any third party without the State's prior written consent. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions hereof, which shall remain in full force and effect.

**VENDOR**

**STATE OF DELAWARE**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Faith L. Rentz  
Director, Statewide Benefits and Insurance  
Coverage

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

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

Address: \_\_\_\_\_

Address:  
Department of Human Resources  
Statewide Benefits Office  
97 Commerce Way, Suite 201  
Dover, DE 19904

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

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

- The Delaware Information Security Policy, Disposal of Electronic Storage Media:  
<https://dti.delaware.gov/pdfs/pp/DelawareInformationSecurityPolicy.pdf>
- Data Classification Policy:  
<http://dti.delaware.gov/pdfs/pp/DataClassificationPolicy.pdf>
- Disposal of Electronic/Storage Media Policy:  
<http://dti.delaware.gov/pdfs/pp/DisposalOfElectronicEquipmentAndStorageMedia.pdf>
- **Request for Proposal (RFP) for Third Party Administration of the Centers of Excellence Program, May 1, 2023:**  
 On or before December 1, 2023, Company will destroy all data files received for the purposes of preparing a bid in response to this RFP including, but not necessarily limited to, enrollment, claims and diagnosis data, and personally identifiable member data enrolled members of the Group Health Insurance Program for the purpose of responding to a proposal for third-party administration of the Centers of Excellence program. Company will send a certified letter to the DTI Chief Security Officer indicating the date, time and confirmation of the destruction along with this completed form and any documentation produced from the data destruction/data wipe software such as a certificate or certification log. Send via certified mail (or by a delivery service such as UPS or FedEx with a signature receipt required) to: Delaware Department of Technology and Information, Office of the Chief Security Officer, 801 Silver Lake Blvd., Dover, DE 19904 (302-739-9500) with a copy via email or regular mail to: State of Delaware DHR, Statewide Benefits Office, Attn: Pamela Barr, 97 Commerce Way, Suite 201, Dover, DE 19904.

Company Name and Address:									
Date of Destruction:	Authorized By:								
Description of Information Disposed of/Destroyed: De-identified enrollment, claims and financial information and diagnosis data for enrolled non-Medicare members of the Group Health Insurance Program for the purpose of responding to a proposal for third-party administration of the Centers of Excellence program.									
Inclusive Dates Covered: 2022-2023									
METHOD OF DESTRUCTION: <table style="width: 100%; margin-left: 20px;"> <tr> <td><input type="checkbox"/> Burning</td> <td><input type="checkbox"/> Pulverizing</td> </tr> <tr> <td><input type="checkbox"/> Overwriting</td> <td><input type="checkbox"/> Reformatting</td> </tr> <tr> <td><input type="checkbox"/> Pulping</td> <td><input type="checkbox"/> Shredding</td> </tr> <tr> <td><input type="checkbox"/> Other:</td> <td></td> </tr> </table>		<input type="checkbox"/> Burning	<input type="checkbox"/> Pulverizing	<input type="checkbox"/> Overwriting	<input type="checkbox"/> Reformatting	<input type="checkbox"/> Pulping	<input type="checkbox"/> Shredding	<input type="checkbox"/> Other:	
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<input type="checkbox"/> Pulping	<input type="checkbox"/> Shredding								
<input type="checkbox"/> Other:									
Records Destroyed By*:									
If On Site, Witnessed By:									
Department Manager:									

*\*If the records are destroyed by an outside firm, provide the company name and address and confirm that a contract exists.*