State of Delaware
Department of Human Resources
Statewide Benefits Office

STATE EMPLOYEE BENEFITS COMMITTEE

Request for Proposal for Professional Services for the State of Delaware's Pharmacy Benefit Management Services DHR25006-PBM

RFP Release Date
Tuesday, July 15, 2025

Intent to Submit Proposal Deadline **–**
Friday, August 22, 2025, 11:00 a.m. ET (Local Time)

Mandatory Pre-Bid Conference Call –
Monday, August 25, 2025, 11:00 a.m. ET

Proposals Due – Friday, September 12, 2025, by 1:00 PM ET

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

I. Overview

The State of Delaware, Department of Human Resources ("DHR"), on behalf of the State Employee Benefits Committee ("SEBC"), seeks professional services to enter for the purpose of administering its Pharmacy Benefit Management Services. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

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

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

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

Event	Target (Local ET Time)
RFP Released	Tuesday, July 15, 2025
Intent to Submit Proposal Deadline	Friday, August 22, 2025, 11:00 a.m.
Mandatory Pre-Proposal Meeting (Conference Call)	Monday, August 25, 2025, 11:00 a.m.
Questions due to SBO from Confirmed Vendors	Wednesday, August 27, 2025, 9:00 a.m.
Responses to Questions to Confirmed Vendors	Wednesday, September 3, 2025
Deadline for Receipt of Proposal	Friday, September 12, 2025, 1:00 p.m.
Notification of Finalists – Invitation to Interview	Tuesday, October 7, 2025
Finalist Interviews	Friday, October 24, 2025
Recommendation of Finalist(s) to SEBC	January 2026

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

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

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

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting has been scheduled for Monday, August 25, 2025, at 11:00 a.m. ET (local time) via Microsoft Teams. Meeting information will be distributed after receipt of the Intent to Submit Proposal information.

Proposals will not be accepted if the interested vendor does not participate in the mandatory pre-proposal meeting. Topics will include general information and administrative requirements for proposal preparation. The primary contact for the RFP should attend along with anyone who is primarily responsible for entering responses in ProposalTech as described in Section IV.B. Only one person acting as the representative from the interested vendor is required to attend, but anyone on the team is welcome to participate. A roll call will be taken to confirm attendance.

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

II. Scope of Services

A. Background and History

1. Overview of the SEBC

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

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

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

2. Program Information

Currently, Highmark Delaware and Aetna administer the medical portion of the GHIP and CVS Caremark administers prescription drug services. The State will be marketing the medical plan (excluding pharmacy) during the spring of calendar year 2026. The State reserves the right to change its medical Third-Party Administrators (TPAs) and/or Pharmacy Benefit Management (PBM) at any point during the term of its contract.

The Delaware General Assembly has introduced numerous bills related to PBMs and prescription drugs over the last decade, many of which have been signed into law. Attachment 23 contains a current listing of relevant bills, including those that have been introduced during the 153rd General Assembly (January 2025 – June 2026). Bidders shall comply with all federal, state, and local laws,

regulations, and guidance impacting pharmacy benefit activities. Further details on these bills can be located at https://legis.delaware.gov/.

	Current Membership
Commercial[1]	105,521
EGWP[2]	29,200
Grand Total	**134,721**

B. Scope of Services

The SEBC desires to contract with an independent organization(s) specializing in providing commercial (non-Medicare) and Employer Group Waiver Plan (EGWP) Medicare Pharmacy Benefit Management Services for large municipalities and State governments or with similar experience in depth and scope of services in the private sector. The organization(s) must have prior experience directly related to the services requested in this RFP and must be able to clearly demonstrate their ability to meet the general evaluation requirements in Section III.

*****IMPORTANT***** The SEBC seeks a pharmacy benefit management partner for prescription drug benefit services effective July 1, 2026, with minimal disruption in member experience and clinical oversight. The State of Delaware is not interested in contracting for any arrangement that would force the State to give up any decision-making control over the administrative or clinical management of its pharmacy benefits program. Today, the State has decision-making authority to determine which programs and services are provided to its population by the incumbent PBM. The State also has the ability to make exceptions to plan coverage determinations with the exception of the standard Medicare Part D EGWP benefit.

A general overview of the Scope of Services is as follows:

The organization must have prior experience directly related to the services requested in this RFP and be able to demonstrate clearly its ability to:

- Offer state of the art prescription drug benefit management services;
- Provide clinically and financially appropriate management programs;

[1] Commercial (Non-Medicare lives)
[2] EGWP (Employer Group Waiver Plan) is a group Medicare Part D prescription drug plan offered to retirees.

- Provide transparency in contracting terms with drug manufacturers, drug distributors, including wholesalers, Pharmacy Services Administrative Organizations, and pharmacy networks for both traditional and specialty drugs;
- Provide competitive financial terms;
- Provide excellent customer service to participants;
- Provide excellent account management services to the State, including timely reporting;
- Meet or exceed performance guarantees; and
- Be responsive to requests of the SEBC.

The selected organization is required to provide the following Scope of Services, at a minimum[3]:

a. Prescription claim adjudication.

b. Participant enrollment maintenance including the capability to accept and process enrollment files from the medical benefit partners' (currently Highmark and Aetna) designated format.

c. Comprehensive management of the Medicare Part D EGWP including the ability to maintain benefits for Medicare retirees who are awaiting their EGWP enrollment approval by the Centers for Medicare and Medicaid Services (CMS).

d. Secure transmission of enrollment and claims data to the Delaware Health Information Network (DHIN) and the State of Delaware's data warehouse vendor as well as detailed rebate data to the data warehouse vendor.

e. Patient and provider education.

f. Network pharmacy management, including a 90-day retail network.

g. Formulary management and rebate administration.

h. Systematic prospective, concurrent, and retrospective drug utilization review.

i. Clinical management programs including prior authorization and appeals processing.

j. Fraud, waste, and abuse detection and prevention programs.

k. Mail order and specialty pharmacy services.

l. Dedicated, knowledgeable, and accessible member support services.

m. Secure and multifunctional member website that allows convenient access to enrollment and plan information.

[3] This is a general list of services. Details are set forth in the minimum qualifications and questionnaire sections.

n. Meaningful and timely management reporting.

o. Integration with the State's medical and wellness programs and providers for utilization/care/disease management, medical health savings account (HSA), as applicable.

p. Dedicated, expert, and accessible account management staff.

q. Support for all program related member communications including open enrollment, direct mailings, and other types of media.

r. Superior program implementation support.

s. Provide rebate reporting by individual drug and drug class can be shared on all drugs and drug classes

t. Actively and proactively engage in cost savings conversations and programs to lower prescription pricing

For a more detailed Scope of Services, please refer to the Response to Scope of Services Questionnaire ("Questionnaire") contained at Attachment 22.

III. Required Information

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

A. MINIMUM REQUIREMENTS

#	Minimum Requirement
1	Clarify whether you are bidding on commercial or EGWP or both.
2	Confirm your ability to process prescription claims on July 1, 2026, for the non-Medicare population and on January 1, 2027, for the Medicare Part D EGWP population.
3	Confirm your agreement to accept the data elements in the file feeds from Highmark and Aetna along with claims data to be sent to DHIN and the State's data warehouse vendor – see Attachment 32 for all file layouts. **Changes, either of a data type or addition of a data type, may not be accepted. Be sure to detail any potential expectations for changes.**
4	Confirm that your proposed PBM services will allow the State to retain decision-making authority over the pharmacy benefits provided under the State Group Health Plan; specifically, the State will retain the authority to determine which programs and services are provided to its population and make exceptions to plan coverage determinations.

#	Minimum Requirement
5	Confirm that the State will maintain the ability to carve-out specialty dispensing and management to an outside best practice entity of its choice should the State decide to take an alternative specialty approach
6	Confirm your organization will provide a pricing offer that will be separate for Commercial and EGWP populations (i.e., the Commercial offer will not assume the EGWP population is implemented, and vice versa)
7	Confirm your organization has reviewed the applicable legislation requirements in Attachment 23 and confirm your organization will comply with all applicable current state and federal pharmacy laws and regulations effective on or before the effective date of the contract(s) to be awarded from this RFP. As part of your response, provide a concise explanation of the impact pending legislation may have, if passed, on your ability to meet the minimum requirements.
8	Confirm your organization will comply with all state and federal Pharmacy laws, regulations, and guidance, including all CMS-mandated requirements if bidding on EGWP.
9	For the purposes of data sharing, including eligibility and claims information, confirm that you will agree to enter third party agreements with Highmark, Aetna, DHIN and Merative (data warehouse services), and future vendors, as applicable.
10	Confirm your organization is a registered PBM in Delaware or will become registered by October 1, 2025.
11	Confirm your organization has at minimum, 3 consecutive years of experience providing the Scope of Services requested in this RFP (e.g., commercial and EGWP).
12	Confirm your organization complies with all provisions of Delaware law regarding licensing of a PBM as detailed in Title 18 of Delaware Code and is up to date with all relevant registration and renewal fees.
13	Confirm your organization has experience managing pharmacy benefit services for at least 3 clients with similar scopes of services as requested in this RFP, which cannot include health plans.
14	Confirm your organization will assign an Account Executive and Account Manager if awarded the State business, each with a minimum of 5 years' experience in the healthcare industry and having worked with clients of similar size and complexity. In addition, confirm that the proposed Account Executive and Account Manager will have worked for your organization a minimum of 3 years in their current role.
15	Confirm your organization will agree to pass through 100% of all rebates received from pharmaceutical manufacturers as a result of the State utilization, including manufacturer administration fees. " Rebate" means a discount or other price concession, or a payment that is: (i) based on utilization of a prescription drug; and (ii) that is paid by a manufacturer or third party, directly or indirectly, to a pharmacy benefits manager, pharmacy services administrative organization, pharmacy, or Group Purchasing

#	**Minimum Requirement**
	Organization (GPO), rebate aggregator, vendor, TPA or any affiliate of the PBM on or after a claim has been processed and paid. "Rebate" includes without limitation incentives, disbursements, and reasonable estimates of a volume-based discount.
16	Confirm that your organization will provide an acquisition cost/cost plus pricing proposal to the State. An acquisition cost pricing proposal should include those medications dispensed at Mail Order and Specialty and the full pass-through of all pricing components, with minimum guarantees. Confirm your organization will provide an acquisition cost/cost plus pricing proposal to the State that includes the elimination of spread pricing as defined as any difference between the amount paid by the State and the amount reimbursed to the pharmacy for all prescription claims. An acquisition cost pricing proposal should include those medications dispensed at Mail Order and Specialty and all pricing components must be fully passed through to the State with minimum guarantees. Failure to submit pricing proposal as described above may result in disqualification of bidder.
17	Confirm that your organization will provide a transparent cost pricing proposal to the State. A transparent pricing proposal should include the full pass-through of all retail and should also include rebate components from all channels including retail, mail order, and specialty, with minimum guarantees
18	Confirm your organization will allow the State the right to audit all aspects of the State's pharmacy program managed by you with an auditor of the State's choosing including, but not limited to, financial terms, claims payments, the specialty program, service agreements, administration, guarantees, ability to view contracts and all transparent and pass-through components including rebates as defined above in 15 and acquisition cost pricing, as applicable.
19	Confirm your organization will provide reporting on the acquisition cost of all claims dispensed under the plan, even if the State does not implement an acquisition cost arrangement.
20	Confirm your organization's understanding that rebate guarantee modifications of the contract will not be allowed unless the State changes to the formulary result in a 10% or greater loss in total rebates. Any changes to the rebate guarantee, based on the State's changes to the formulary, will be based on the actual reductions in rebate revenues related to that decision and will be fully supported by documentation made available to the State and its consultant by the PBM on a prospective basis only.
21	Confirm your organization's understanding that the State may audit all components of the plan at any time after the effective date of the contract including up to 3 years following the termination of the prescription benefit agreement at no cost to the State. The review of all aspects of the pharmacy program may include, but will not be limited to: paid claims, the claim processing system, rebate agreements, performance guarantees, retail network, acquisition pricing, Medicare Part D reconciliations, transparency, pricing benchmarks (e.g., AWP source), onsite assessments and customer service call monitoring.
22	Confirm your organization will provide NDC-9 rebate reporting in accordance with the definition of rebates as defined above in 15.

#	Minimum Requirement
23	Confirm your organization will provide responses to the RFP scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
24	Confirm your organization will complete all appropriate attachments and forms as identified within the RFP.
25	Confirm your organization will provide proof of insurance and amount of insurance prior to the start of the contract period and that coverage will be no less than as identified in the bid solicitation, Section V, Item G, subsection 7 (insurance) and Attachment 21, Cyber Responsibilities, Liability and Insurance.

B. GENERAL EVALUATION REQUIREMENTS

1. Responsiveness
2. Financial Terms
3. Network and Formulary
4. Administrative Services
5. Audit Rights, Transparency/Net Cost, and Flexibility
6. Ability and Capacity to Provide Requested Services

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

2. Obtaining Copies of the RFP

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

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contacts

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

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

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Respond

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

8. Exclusions

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

a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:

b. Has been convicted under State or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State vendor:

c. Has been convicted or has had a civil judgment entered for a violation under State or federal antitrust statutes:

d. Has violated contract provisions such as;

1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

e. Has violated ethical standards set out in law or regulation; and

f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State of Delaware reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted electronically using the Proposal Technologies Network, Inc. (ProposalTech) application, no later than 1:00 p.m. ET on Friday September 12, 2025. Any proposal received after this date and time shall not be considered. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process. Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument, or document shall in no way relieve vendors from any obligation in respect to this RFP.

a. General Directions for Electronic Submission

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

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

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

b. Accessing the electronic Questionnaire

In order to register for the Questionnaire (Attachment 22), go to http://www.proposaltech.com/home/app.php/register.

Enter your email address into the field provided. No registration code is necessary. Click "Begin Registration." If you already have an account with ProposalTech, it will

be listed on the registration page. If you do not, you will be asked to provide company information. Once your account has been confirmed, check the appropriate box for the "SOD PBMRFP" and click the "Register" button. An invitation will be emailed to you within fifteen minutes. If you have any questions regarding the registration process, contact ProposalTech Support at (877) 211-8316 x84.

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

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

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

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

d. Directions for the Redacted Electronic Copy, <u>if applicable</u>

i. Electronic submissions must include a separate copy of the proposal containing redactions of information designated as confidential business information as defined herein– together with a letter from legal counsel – pursuant to and as set forth more fully in Section IV.B.2, if applicable. The State is not responsible for incorrect redactions or reviewing your submission to determine whether or not the information asserted as confidential business information is redacted. Mistakes in redactions are the sole responsibility of the interested vendor.

ii. <u>PDF</u> – A *complete* electronic copy of your entire redacted RFP response is needed in a PDF format; please do not submit only the pages that contain redactions. ProposalTech has functionality that allows you to download a PDF copy of your entire proposal so you can redact any information you as assert to be confidential business information. If you have any questions regarding how to download a copy of your entire proposal, please contact ProposalTech Support at (877) 211-8316 x84. You must include all the documents as directed above in the *General Directions for Electronic Submission* above. For large sections or appendices, please include a sheet that identifies the material and the basis for the redaction, not pages of black redactions.

e. Follow-Up Responses and Finalist Presentations

i. The same format requirements apply to follow-up responses and presentation materials. **If information in any of the follow-ups and presentation matches the type that was requested for a confidential business information determination, you must upload an updated redacted electronic version of the document(s), together with a letter from your legal counsel containing the information required in Section IV.B.2.**

ii. Finalist Presentation – You will be asked for a non-redacted electronic copy that includes PDFs of any supplemental materials or handouts.

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the vendor at least through 6/30/26 for Commercial Plan and 12/31/26 for the EGWP plan. The State reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals. Pursuant to 29 *Del. C.* § 6981(k)(4), proposals may not be made available to competing entities or the public until after a contract has been executed.

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act 29 *Del. C.* § 10001, et seq. ("FOIA")[4]. FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. All proposals are subject to FOIA's public disclosure obligations.

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

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

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate pdf containing "Confidential Business Information" in the document

[4] Additional information on the State of Delaware Freedom of Information Act is available at Delaware Code Online.

title and include the specific RFP number. The submission must include a letter from the vendor's legal counsel describing the information designated as confidential business information representing in good faith that the information is not "public record" as defined by 29 *Del. C.* § 10002, and briefly stating the reasons that each document or portion thereof meets the said definitions.

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

12. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

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

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

b. Sub-Contracting

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

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

c. Multiple Proposals

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

13. Sub-Contracting

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

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

14. Discrepancies and Omissions

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

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

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

a. RFP Question and Answer Process

The State will allow written requests for clarification of the RFP. All questions shall be received no later than **Wednesday, August 27, 2025, at 9:00 am** through the messaging feature in Proposal Tech. All questions will be consolidated into a single set of responses and posted in ProposalTech and on the State's website at bids.delaware.gov by **Wednesday, September 3, 2025**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

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

15. State's Right to Reject Proposals

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

16. State's Right to Cancel Solicitation

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

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

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* § 6986, the State may award a contract for a particular professional service to two or more vendors if the State makes a determination that such an award is in the best interest of the State of Delaware.

18. Potential Contract Overlap

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

on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

19. Supplemental Solicitation

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

20. Notification of Withdrawal of Proposal

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

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

21. Revisions to the RFP

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

22. Exceptions to the RFP

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

23. Business References

Provide three (3) business references consisting of two (2) current and one (1) terminated and/or expired customers of similar scope using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered. State of Delaware personnel may not be used as references.

24. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

25. Cooperatives

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

26. Non-Collusion Statement

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

C. RFP Evaluation Process

- The State shall make an initial determination regarding which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. Professional services for this solicitation are considered under 29 *Del. C.* § 6982(b). The State may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors.

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

1. Proposal Review Committee

The Proposal Review Committee ("PRC") may be comprised of individuals and agency representatives as follows[5] or a designee selected by the member serving by virtue of position:

- Lieutenant Governor's Office
- State Insurance Commissioner's Office
- Chief Justice of the Supreme Court
- State Treasurer's Office
- Office of Management and Budget

[5] Delaware Code reference for committee members https://delcode.delaware.gov/title29/c096/index.html

- Department of Human Resources
- Department of Health and Social Services
- Two residents of the State who are eligible pensioners under 29 *Del. C.* § 5201
- Two members, from among the following persons:
  - President of the Delaware State Education Association
  - Executive Director of the American Federation of State, County and Municipal Employees
  - President of the Correctional Officers Association of Delaware
  - President of the Delaware State Trooper Association
- Controller General's Office *(non-voting member)*

The PRC will evaluate proposals that meet the minimum requirements on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The PRC shall make a recommendation regarding the award to the SEBC, which shall have final authority, subject to the provisions of this RFP and 29 *Del. C*. § 6982(b), to award a contract to the PBM in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

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

The PRC reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP. The State makes no commitments, expressed or implied, that this process will result in a business transaction with any vendor.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification of proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time. This includes discussions and negotiations regarding price,

performance guarantees, and other matters may be conducted with vendors who submit proposals determined to be 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 vendors following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by the State of Delaware. ***If any portion of a proposal does not receive a clarifying question or any other response from the State of Delaware, the non-response does not infer acceptance of that portion of the proposal by the State of Delaware.*** The State also reserves the right to move to other vendors if negotiations do not lead to a final contract with the initially selected vendor. The PRC reserves the right to negotiate or recommend negotiations with the proposing firm(s) on any matter submitted.

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

Criteria Weight

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

Because a vendor may submit a proposal for either Commercial, EGWP or both programs, each program's proposals will be evaluated by the PRC and scored separately.

Topic	Points	Description/Examples
Responsiveness	5	• 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.
Financial Terms	40	• Competitive discounts, rebate guarantees, and administrative fees. Cost considerations will include both commercial and EGWP competitive pricing. • Offer comparable performance guarantees and fees at risk for vendor's performance in administering the program.
Network and Formulary	15	• Convenient retail and specialty pharmacy network, including a 90-day supply retail network, and formulary that balances comprehensive coverage and cost management.

Topic	Points	Description/Examples
Administrative Services	5	• Accomplished and experienced account management personnel with the ability to be responsive and solve problems for the Statewide Benefits Office staff. • Qualifications and experience of the organization's personnel to provide excellent customer service to the participants.
Audit Rights, Transparency/ Net Cost[6] and Flexibility	15	• Ability to go above and beyond requested audit rights and transparency terms as stated in the Minimum Bid Requirements. • Flexibility to implement desired plan components - formulary, network, plan design, utilization management and clinical programs.
Ability and Capacity to Provide Requested Services	20	• Prior experience in providing Scope of Services, managing clients of similar size and complexity to the State • Ability to duplicate existing plan designs and match existing clinical programs. • Proven ability to implement the program with minimal disruption to participants. • Outstanding references that demonstrate an ability to meet the State's needs • Ability to maintain compliance with all Delaware Pharmacy legislation

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

3. Proposal Clarification

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

4. References

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

[6] Net Price, defined as: Ingredient Cost minus all discounts plus dispensary fees minus rebates plus administrative fees.

5. Oral Presentations/Interviews

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

The selected vendors will have their oral presentations/interviews scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service and respond to questions about the solution capabilities.

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

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

The primary contact and/or lead personnel assigned to the pharmacy benefits management services implementation and/or account management teams will attend the vendor interviews, if you are invited to participate. 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

V. Contract Terms and Conditions

A. Contract Use by Other Agencies (if applicable)

REF: **29 *Del. C.* § 6904(e)**. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

B. Cooperative Use of Award (if applicable)

As a publicly competed contract awarded in compliance with **29 *Del. C.* ch. 69**, the resulting contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in the contract resides

with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

C. General Information

1. The term of the contract between the PBM and DHR shall be for two years beginning July 1, 2026, and ending June 30, 2028, for the commercial (non-Medicare) plan and beginning January 1, 2027, and ending December 31, 2028, for the Medicare Part D EGWP with three optional extensions for a period of one (1) year for each extension.

2. It is imperative that the contract drafting and finalization process be timely and accurately reflect the minimum requirements and other applicable contractual terms in the RFP. The vendor is expected to use the State of Delaware's professional agreement contract template (Appendix B) and incorporate all the terms of the RFP, vendor's proposal and follow-up responses so that wholesale changes are not required. The vendor's failure to meet this requirement may result in a fee as set forth in the Performance Guarantees (Attachment 15).

3. The selected vendor will be required to enter into a written agreement with DHR on behalf of the SEBC. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State. Vendors will be required to sign the contract for all services and may be required to sign additional agreements. SEBC members and their designees are entitled to access the full agreement and any subsequent amendments.

4. The selected vendor or vendors will be expected to enter negotiations with DHR on behalf of the SEBC, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.

5. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

6. The PBM shall promptly execute a contract incorporating the terms of this RFP prior to the start date of the contract. No vendor is to begin any service prior to receipt of a signed State of Delaware purchase order, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the proposal specifications and the special instructions, once it is received by the PBM.

7. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

8. The State reserves the right to extend the contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

9. Vendors are not restricted from offering lower pricing at any time during the contract term.

D. Collusion or Fraud

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

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

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

E. Lobbying and Gratuities

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

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

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

F. Solicitation of State Employees

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

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

G. General Contract Terms

1. Independent Contractors

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

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

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

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

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this RFP, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the vendor's obligation to hold harmless, indemnify, and

defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. The vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

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

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

4. ACA Safe Harbor (if applicable)

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

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the vendor but does not state the required amount of the fee. The State of Delaware requires that all vendors shall identify the Additional Fee to obtain health coverage from the vendor and delineate the Additional Fee from all other charges and fees. The vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State of Delaware will consider the Additional Fee and prior to award reserve the right to negotiate any fees offered by the vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged, nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

5. Licenses and Permits

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

By October 1, 2025, the PBM shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or authorization obtained through the Delaware Department of Insurance, or both as applicable.

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

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

6. Notice

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

State of Delaware
Department of Human Resources
Statewide Benefits Office
841 Silver Lake Boulevard, Suite 100
Dover, DE 19904
CONTACT: Stephanie Hartos

7. Indemnification

a) General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance of work or services in connection with the contract.

b) Proprietary Rights Indemnification

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

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

(1) Procure the right for the State of Delaware to continue using the Product(s);

(2) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

(3) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

8. Insurance

a) The vendor shall recognize that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under the resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under the contract.

b) The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under the contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

c) As a part of the contract requirements, the vendor must obtain at its own cost and expense and keep in force and effect during the term of the contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All vendors must carry the following coverage.

(1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

(2) Commercial General Liability - $1,000,000 per occurrence/$3,000,000 per aggregate.

d) The PBM must carry at least one of the following depending on the scope of work being performed.

(1) Medical/Professional Liability - $5,000,000 aggregate

(2) Miscellaneous Errors and Omissions - $35,000,000 aggregate

e) Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

f) Before any work is done pursuant to the contract, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Human Resources, SBO
Contract No: DHR25006-PBM
State of Delaware
841 Silver Lake Boulevard, Suite 200
Dover, DE 19904

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

h) To the extent that vendor has complied with the terms of the contract and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of the contract, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

i) In no event shall the State of Delaware be named as an additional insured on any policy required under the contract.

j) The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s). Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

9. Performance Requirements

The selected vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work in the contract in compliance with any and all federal and State laws, and County and local ordinances, regulations and codes.

10. Bid Bond

There is no Bid Bond Requirement.

11. Performance Bond

There is no Performance Bond requirement**.**

12. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where

there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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

13. Warranty

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

14. Costs and Payment Schedules

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

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

15. Liquidated Damages

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

16. Dispute Resolution

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

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth

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

17. Remedies

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

18. Termination of Contract

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

a) Termination for Cause

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

On receipt of the contract cancellation notice from the State of Delaware, the vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect or prevent the contract cancellation unless the State of Delaware provides a written acceptance of the vendor response. If the State of Delaware does accept the vendor's method and/or action plan to correct the identified deficiencies, the State of Delaware will define the time by which the vendor must fulfill its corrective obligations. Final retraction of the State of Delaware's termination for cause will only occur after the vendor successfully rectifies the original violation(s). At its discretion, the State of Delaware may reject in writing the vendor's proposed action plan and proceed with the original contract cancellation timeline.

b) Termination for Convenience

The State of Delaware may terminate the contract any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days

before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State of Delaware, become its property and the vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State of Delaware.

c) Termination for Non-Appropriations

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

d) Data and Participant Records

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

19. Non-discrimination

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

20. Covenant against Contingent Fees

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

21. Vendor Activity

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

22. Vendor Responsibility

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

23. Personnel, Equipment and Services

a) Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under the contract.

b) All of the equipment and services required hereunder shall be provided by or performed by the vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c) None of the equipment and/or services covered by the contract shall be subcontracted without the prior written approval of the State of Delaware. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State of Delaware.

24. Fair Background Check Practices

Pursuant to 29 *Del. C*. § 6909B, the State of Delaware does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State of Delaware are encouraged to adopt fair background check practices. Vendors can refer to *19 Del. C*. § 711(g) for applicable established provisions.

25. Vendor Background Check Requirements

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

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

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

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

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

26. Reserved

27. Work Product

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

28. Contract Documents

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

29. Applicable Law

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

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

a) The laws of the State of Delaware;

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

c) The Equal Employment Opportunity Act and the regulations issued there under by the federal government;

d) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;

e) That programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

f) The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (45 C.F.R. Parts 160, 162 and 164, as may thereafter be amended); Electronic Data Interchange (EDI) Rule (45 C.F.R. Parts 160, 162 and 164, as may thereafter be amended); and Privacy laws that are relevant to the scope of services covered by the resulting contract.

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

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

30. Severability

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

31. Assignment of Antitrust Claims

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

32. Scope of Agreement

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

33. Affirmation

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

34. Audit Access to Records

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

35. IRS 1075 Publication (If Applicable)

1. Performance

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

(1) All work will be performed under the supervision of the contractor.

(2) The contractor and contractor’s officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor’s officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and 202 obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

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

2. Criminal/Civil Sanctions

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency’s security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency’s security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency’s security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting

unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security

3. Inspection

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

36. Other General Conditions

a) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.

b) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered, and corrective action taken, until final system acceptance.

c) **Regulations** – All equipment, software and services must meet all applicable local, State and federal regulations in effect on the date of the contract.

d) **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the State of Delaware.

e) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

f) **Payment** – The State of Delaware reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each administrative invoice within thirty (30) days after the date of receipt of a correct invoice. The agencies will authorize and process for payment of each claim invoice within 24 hours. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.

g) **W-9** – The State of Delaware requires registration and completion of a W-9 through the Supplier Public Portal available at https://esupplier.erp.delaware.gov to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.

h) **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DHR25006-PBM on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

i) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

A. No Press Releases or Public Disclosure

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

B. Definitions of Requirements

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

C. Production Environment Requirements

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

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

You must indicate your Intent to Submit Proposal via email to Pamela Barr (pamela.barr@delaware.gov) by Friday, August 22nd, 2025, no later than 11:00 a.m. ET (local time).

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

a. The subject line of the email must include
   i. RFP DHR25006-PBM Intent to Submit
   ii. Company Name
b. The body of your email should include
   i. Company name
   ii. Mailing and physical address
   iii. Primary contact name, title, email address and phone number
   iv. Secondary contact name, title, email address and phone number

v. Company website

E. Non-Disclosure Agreement

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

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

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

F. No Proposal

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

G. Definitions

a. The following terms are used interchangeably throughout this RFP:

i. member, participant

ii. retiree, pensioner

iii. non-payroll group, participating group, non-State group

iv. shall, will, and/or must

v. Scope of Services, Scope of Work

vi. fees, rates

vii. rates, premiums

b. Customer Service – Services to the members/participants, not the State, SEBC or SBO personnel.

c. Account Management – Services provided to your client - the State, SEBC and SBO personnel.

H. Best and Final Offer (BAFO)

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

I. Performance Guarantees

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

VII. Attachments

The following attachments shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Responses Exceptions Tracking
- Attachment 4 – Confidential Information Form
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Subcontracting (2nd Tier) Quarterly Report
- Attachment 8 – Office of Supplier Diversity Application
- Attachment 9 – Non-Disclosure Agreement
- Attachment 10 – RFP Discrepancies, Revisions and Omissions Tracking Chart
- Attachment 11 – Data Confidentiality Agreement
- Attachment 12 – Officer Certification Form
- Attachment 13 – Financial Ratings
- Attachment 14 – Business Associate Agreement
- Attachment 15 – Performance Guarantees
- Attachment 16 – Master Report List
- Attachment 17 – Account Management Survey
- Attachment 18 - Payroll Deduction Coverage Schedule
- Attachment 19 – Network Diagram Template
- Attachment 20 – State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement
- Attachment 21 – Cyber Responsibilities, Liability and Insurance
- Attachment 22 – Response to Scope of Services Questionnaire
- Attachment 23 – State of Delaware Pharmacy Legislation
- Attachment 24 – Commercial Account Structure
- Attachment 25 – EGWP Account Structure
- Attachment 26 – Pharmacy Plan Design and UM Programs- Commercial
    - Confidential, NDA required
- Attachment 27 – Pharmacy Plan Design and UM Programs- EGWP

  - Confidential, NDA required
- Attachment 28 – QB7 Report
  - Confidential, NDA required
- Attachment 29 – State of Delaware Claim File Summary for Commercial and EGWP
- Attachment 30 – Office of Value Based Health Care Delivery (OVBHCD) PBM Template
- Attachment 31 – Fee Quote
  - Confidential, NDA required
- Attachment 32 – Data File Descriptions and Layouts
  - Confidential, NDA required
- Attachment 33 – Census
  - Confidential, NDA required
- Attachment 34 – Claims Data
  - Confidential, NDA required
- Attachment 35 – Commercial Top 50 Specialty and Non-Specialty Drug Pricing

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IMPORTANT – PLEASE NOTE

- Attachment 1 must be completed and submitted and returned to the State if you decide not to bid.
- Attachments 2-5 and 10-15, 19, 20, 31, and 35 must be included in your proposal.
- Attachment 6 must be included in your proposal if subcontractors will be involved.
- Attachments 26, 27, 28, 31, 32, 33, and 34 are released in ProposalTech after receipt of a signed NDA (Attachment 9).
- Attachment 7 represents required reporting, which the State will submit on your behalf.
- Attachment 9 must be completed and submitted via email to Pamela Barr (pamela.barr@delaware.gov) after submittal of Intent to Submit Proposal.
- Attachment 22 must be completed in ProposalTech.

REQUIRED REPORTING

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

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The PBM will be required to accurately report on the participation by subcontractors who are Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to: name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov).

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

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DHR25006-PBM
Contract Title: Pharmacy Benefit Management Services

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

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

_____ 1. We do not wish to participate in the proposal process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

_____

_____

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are:

_____

_____

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

_____ 7. Other: _____

_____

_____ _____
FIRM NAME SIGNATURE

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

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

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

STATE OF DELAWARE
Department of Human Resources

Attachment 2

NON-COLLUSION STATEMENT

Contract No. DHR25006-PBM

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

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

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

COMPANY NAME _____ (Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

	Certification type(s)	Circle all that apply
COMPANY CLASSIFICATIONS:	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
CERT. NO.:	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No
_____	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Attachment 3

RESPONSES EXCEPTION TRACKING

Contract No. DHR25006-PBM
Contract Title: Pharmacy Benefit Management Services

Responses must include all exceptions to the requirements, specifications, terms or conditions in the RFP. These are exceptions to the requirement relative to your offering, not an objection to the requirement itself. For example, if the requirement is to provide a certain report within thirty days and you would provide the report within sixty days, that is your offering or response - not an objection to the request or requirement.

☐ By checking this box, the vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in the RFP.

Name of Section, Page # and ? #	(Copied) Term	Detailed Exception	Proposed Alternative, if different

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

Attachment 4

CONFIDENTIAL INFORMATION FORM

Contract No. DHR25006-PBM
Contract Title: Pharmacy Benefit Management Services

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

☐ By checking this box, the Vendor acknowledges that they are following Section IV.B.11. Confidentiality of Documents of the RFP and will comply with redaction instructions in Section IV.B.2.:

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

_____

Authorized Representative's Signature

_____

Date Signed

Attachment 5

BUSINESS REFERENCES

Contract No. DHR25006
Contract Title: Pharmacy Benefit Management Services

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

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
Department of Human Resources

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. DHR25006-PBM	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number:	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING 6b. TITLE OF PERSON SIGNING	7. BY (*Signature)*	8. DATE SIGNED
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING 9b. TITLE OF PERSON SIGNING	10. BY (*Signature*)	11. DATE SIGNED

*** Use a separate form for each subcontractor.**

Attachment 7

STATE OF DELAWARE

SUBCONTRACTING (2nd tier)_QUARTERLY REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

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

Attachment 8

The Office of Supplier Diversity (OSD) has moved to the Division of Small Business (DSB)

Supplier Diversity Certification Applications can be found here:
Certifications - Division of Small Business - State of Delaware

Completed Applications can be emailed to: OSD@Delaware.gov

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

Subscribe to the OSD Mailing List

New address for OSD:
Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915
Email: OSD@Delaware.gov
Website: https://business.delaware.gov/osd/

Dover address:
(Local applicants may drop off applications here)

99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

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

Attachment 9

NON-DISCLOSURE AGREEMENT WITH CERTIFICATE OF DESTRUCTION

Request for Proposal for Professional Services for the State of Delaware's Pharmacy Benefit Management Services

This Non-Disclosure Agreement ("NDA") is entered into as of July 15, 2025, by and between ___ _____ ("Vendor") and the State of Delaware Department of Human Resources ("State").

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

"Purpose of the Disclosure" means a review of Fee Quote, Data File Descriptions and Layouts, Census, and Claims Data (Attachments 31-34) for the purpose of responding to a proposal for Pharmacy Benefit Management Services.

The parties hereby agree as follows:

1. **Property of State.** All right, title and interest in and to the Proprietary Information shall be and remain vested in the State. Nothing in this NDA shall grant the Vendor any license or right of any kind with respect to the Proprietary Information, other than to review and evaluate such information solely for the Purpose of the Disclosure set forth above. All Proprietary Information is provided on an "AS IS" basis; and all representations and warranties, express or implied, are hereby disclaimed.

2. **Vendor's Obligations.** Vendor agree that it will:

   (a) use commercially reasonable efforts to safeguard the Proprietary Information, and to prevent any unauthorized access, reproduction, disclosure, or use of any of the Proprietary Information other than for the Purpose of the Disclosure and then only in strict compliance with the provisions hereof and subject to any applicable laws;

(b) disclose the Proprietary Information only to those officers, directors, employees, consultants and advisors of the Vendor who need to know such information in order to carry out the Purpose of the Disclosure and, in 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 shall provide the State with reasonable cooperation and assistance in obtaining a suitable protective order, and in taking any other steps reasonably necessary, to preserve the confidentiality of any such Proprietary Information; and

(e) **On or before July 1, 2026, or within 30 days of notification by the State that Vendor's proposal has not been accepted, the Vendor shall dispose of all Proprietary Information in its systems or otherwise in its possession or under its control and in all of its forms, for example: disk, CD/DVD, backup tapes, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and the attached certificate of destruction form shall be provided to the State of Delaware.**

3. **Exceptions.** Notwithstanding the provisions of Section 2 above, Vendor has no obligation to maintain the confidentiality of any Proprietary Information which: (a) Vendor can demonstrate was known by Vendor without violation of any contractual, fiduciary or other obligation of confidentiality prior to the disclosure thereof by the State; (b) properly came into the possession of Vendor from a third party which was not under any obligation to maintain the confidentiality of such information; (c) has become available to members of the public through no act or fault on the part of Vendor in breach of this NDA; or (d) was independently developed by or for it without the use of Proprietary Information.

4. **Term.** Vendor's obligations hereunder with respect to Proprietary Information disclosed by the State shall apply to all Proprietary Information provided to Vendor by State with respect to the Purpose of Disclosure terminate upon the Vendor's certification to the State that Vendor has returned or destroyed all Proprietary Information and have not retained any copies thereof.

5. **Equitable Relief.** Vendor agrees that any unauthorized use of the Proprietary Information by Vendor shall cause the State irreparable harm for which its remedies at law would be inadequate. Therefore, in addition to any other rights it may have at law, the State shall be entitled to seek equitable relief.

6. **General.** This NDA constitutes the entire agreement and understanding between the parties with respect to the Proprietary Information listed above, and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral. No waiver or modification of any of the provisions of this NDA shall be valid unless in writing and signed by both of the parties. Vendor's rights under this NDA 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 NDA be determined to be void, invalid or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining provisions hereof, which shall remain in full force and effect.

VENDOR	**STATE OF DELAWARE**
_____	_____
Authorized Signature	Stephanie Hartos Director of Statewide Benefits and Insurance Coverage Office
Name: _____	
Title: _____	
Date: _____	Date: _____
Address:	Address: Department of Human Resources Statewide Benefits Office 841 Silver Lake Boulevard, Suite 100 Dover, DE 19904

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

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

- The Delaware Information Security Policy:
  http://dti.delaware.gov/pdfs/pp/StateOfDelawareInformationSecurityPolicy.pdf

- Data Classification Policy:
  http://dti.delaware.gov/pdfs/pp/DataClassificationPolicy.pdf

- Disposal of Electronic/Storage Media Policy:
  http://dti.delaware.gov/pdfs/pp/DisposalOfElectronicEquipmentAndStorageMedia.pdf

- **Request for Proposal (RFP) for Pharmacy Benefit Management Services, July 15, 2025**:
  On or before July 1, 2026, or within 30 days of notification by the State that Vendor's proposal has not been accepted, the Company will destroy all data files received for the purposes of preparing a bid in response to the RFP including, but not necessarily limited to, Fee Quote, Data File Descriptions and Layouts, Census, and Claims Data (Attachments 31-34). Company will destroy all data files received for the purposes of preparing a bid response. Company will email the completed form along with any documentation produced from the data destruction/data wipe software such as a certificate or certification log to: Delaware Department of Technology and Information, Office of the Chief Security Officer, 801 Silver Lake Blvd., Dover, DE 19904 (302-739-9500), esecurity@delaware.gov. Additionally, send a copy via email to: State of Delaware DHR, Statewide Benefits Office, Attn: Pamela Barr, 841 Silver Lake Boulevard, Suite 100, Dover, DE 19904 (302-760-7060), pamela.barr@delaware.gov.

Company Name and Address:	
Date of Destruction:	Authorized By:
Description of Information Disposed of/Destroyed: Fee Quote, Data File Descriptions and Layouts, Census, and Claims Data (Attachments 31-34)	
Inclusive Dates Covered: 2024-2026	
METHOD OF DESTRUCTION: ☐ Burning ☐ Overwriting ☐ Pulping ☐ Other: ☐ Pulverizing ☐ Reformatting ☐ Shredding	
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.*

Attachment 10

RFP DISCREPANCIES, REVISIONS AND OMISSIONS TRACKING CHART

Contract No. DHR25006-PBM
Contract Title: Pharmacy Benefit Management Services

Please see *Discrepancies and Omissions*, paragraph 14 in Section IV.B, for directions on the use of this form. This Attachment is **only** for the purpose of submitting an objection, if any, to a requirement or terms a vendor feels are not appropriate to the services requested. This form must be submitted by September 3, 2025

☐ By checking this box, the vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in the *Scope of Services*, *Contract Terms and Conditions, and Minimum Mandatory Submission Requirements* sections.

Page and ? #s	(Copied) Term	Detailed Exception	Proposed Alternative, if different

STATE OF DELAWARE
Department of Human Resources

Attachment 11

DATA CONFIDENTIALITY AGREEMENT

Data Exchange for Pharmacy Benefit Management Services

This Data Confidentiality 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 ("Agreement") effective July 1, 2026 by and between the State of Delaware ("State") by and through the Department of Human Resources ("DHR") on its own behalf and on behalf of the group health plan it sponsors for employees and other covered persons, collectively referred to hereafter as "Covered Persons", and_____ ("Vendor") with offices at _____ _____ _____, ("Parties").

WHEREAS, the State issued a Request for Proposal for the State of Delaware's Pharmacy Benefit Management Services, DHR25006-PBM on July 15, 2025;

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

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

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

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

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

1. The RFP provides for a data extract by and through Payroll Human Resources Statewide Technology (PHRST) to be provided to Vendor to be used for implementation testing and enrollment.

2. The enrollment files generated by the State will be placed in a sub-folder on the State's SFTP server. The Vendor is responsible to obtain the files from the server.

3. The RFP requires that the Vendor accept eligibility and enrollment files in specified formats.

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 Vendor's test environment; and

   b. To populate the Vendor's system so that eligible members may receive Pharmacy Benefit Management Services.

5. No clause of the 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 Vendor. The terms of the document entitled *State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement*, which is part of the RFP and a copy of which is attached hereto for reference, shall apply to the test and enrollment files to be provided by the State prior to the effective date of the Agreement .

This Data Confidentiality 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 Data Confidentiality Agreement to be in effect as of the latest date and year below written.

STATE OF DELAWARE **DEPARTMENT OF HUMAN RESOURCES**	**VENDOR**
_____	_____
Signature	Signature
Stephanie Hartos	Printed Name:_____
Director, Statewide Benefits and Insurance Coverage	Title: _____
_____	_____
Date	Date

STATE OF DELAWARE
Department of Human Resources

Attachment 12

OFFICER CERTIFICATION FORM

Contract No. DHR25006 - PBM
Contract Title: Pharmacy Benefit Management Services

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

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

I certify that our response to the Request for Proposal for the State of Delaware's Pharmacy Benefit Management Services, DHR25006-PBM, 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

STATE OF DELAWARE
Department of Human Resources

Attachment 13

FINANCIAL RATINGS

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

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

1. Has there been any change in your organization's ratings in the last two years? If yes, please explain the nature and reason(s) for the change.

2. Are there any outstanding legal actions pending against your organization? If so, please explain the nature and current status of the action(s).

3. What fidelity and surety insurance or bond coverage does your organization carry to protect your clients? Specifically describe the type and amount of the fidelity bond insuring your employees, which would protect this plan in the event of a loss.

4. Does your organization agree to furnish a copy of all such policies for review by legal counsel if requested?

5. Do you anticipate any mergers, transfer of company ownership, sales management reorganizations, or departure of key personnel within the next three (3) years that might affect your ability to carry out your proposal if it results in a contract with the State of Delaware? If yes, please explain.

6. Is your Company affiliated with another company? If yes, please describe the relationship.

Attachment 14

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is undertaken pursuant to the parties' performance of a certain contract ("Agreement") effective , by and between the State of Delaware by and through the State Employee Benefits Committee ("Plan Sponsor"), on its own behalf and on behalf of the group health plan it sponsors for employees or other covered persons (the "Plan"), and
("Vendor").
In the performance of services on behalf of the Plan pursuant to the Agreement, and in order for Vendor to use, disclose or create certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below), Vendor is a Business Associate of the Plan as that term is defined by the Health Insurance Portability and Accountability Act of 1996, including the modifications required under the American Recovery and Reinvestment Act of 2009 ("ARRA"), and its implementing Administrative Simplification regulations (45 C.F.R. §§142, 160, 162 and 164) ("HIPAA"). Accordingly, Vendor, the Plan, and Plan Sponsor mutually agree to modify the Agreement to incorporate the terms of this BAA to comply with the requirements of HIPAA, and to include additional provisions that Plan Sponsor, the Plan, and Vendor desire to have as part of the Agreement.

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

I. Definitions

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

A. **Specific Definitions**

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR §160.103, and in reference to the party to the Agreement, shall mean Vendor.

2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR §160.103, and in reference to the party to the Agreement, shall mean the Plan.

3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Permitted Uses and Disclosures by VENDOR

A. During the continuance of the Agreement, Vendor will perform services necessary in connection with the Plan as outlined in the Agreement. These services may include Payment activities, Health Care Operations, and Data Aggregation as these terms are defined in 45 CFR §164.501. In connection with the services to be performed pursuant to the Agreement, Vendor is permitted or required to use or disclose PHI it creates or receives for or from the Plan or to request PHI on the Plan's behalf as provided below.

B. Functions and Activities on the Plan's Behalf. Unless otherwise limited in this BAA, Vendor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Plan as specified in the Agreement. Vendor may decide in its own reasonable discretion what uses and disclosures of PHI are required for it to perform administrative services for the Plan as outlined in this BAA and in the Agreement as well as in accordance with the law.

1. Use for Vendor's Operations. Vendor may use PHI it creates or receives for or from the Plan for Vendor's proper management and administration or to carry out Vendor's legal responsibilities in connection with services to be provided under the Agreement.

2. Disclosures for Vendor's Operations. Vendor may disclose the minimum necessary of such PHI for Vendor's proper management and administration or to carry out Vendor's legal responsibilities, but only if the following conditions are met:

a. The disclosure is required by law; or

b. Vendor obtains reasonable assurance, evidenced by written contract, from any person or organization to which Vendor will disclose such PHI that the person or organization will:

i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Vendor disclosed it to the person or organization or as required by law; and

ii) Promptly notify Vendor (who will in turn promptly notify the Plan) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

3. Minimum Necessary Standard. In performing functions and activities in connection with the Agreement, Vendor agrees to make reasonable efforts to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.

C. Data Aggregation Services. The Plan agrees and recognizes that Vendor performs Data Aggregation services for the Plan, as defined by the HIPAA Rules. In the course of performing normal and customary services under the Agreement, this data aggregation is an essential part of Vendor's work on behalf of the Plan under the Agreement. Accordingly, Vendor can perform these data aggregation services in its own discretion, subject to any limitations imposed by the

Agreement. The term "Data Aggregation" is defined under the HIPAA Rules to mean, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a covered entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

D. Prohibition on Unauthorized Use or Disclosure

1. Non-permitted Use and Disclosure of PHI. Vendor will neither use nor disclose PHI it creates or receives for or from the Plan or from another Business Associate of the Plan, except as permitted or required by the Agreement and this BAA, as required by law, as otherwise permitted in writing by the Plan, or as authorized by a Covered Person.

2. Disclosure to the Plan and the Plan Business Associates. To the extent permitted or required by the Agreement and this BAA, Vendor will disclose PHI to other Business Associates of the Plan which the Plan has identified in a writing provided to Vendor. Vendor shall only disclose such PHI to such Business Associates, in their capacity as Business Associates of the Plan. Other than disclosures permitted by this Section II or as otherwise specifically identified in the Agreement, Vendor will not disclose Covered Persons' PHI to the Plan or to a Business Associate of the Plan except as directed by the Plan in writing.

3. No Disclosure to Plan Sponsor. Vendor will not disclose any Covered Persons' PHI to Plan Sponsor, except as permitted by and in accordance with Section VII or as otherwise specifically identified in the Agreement.

III. Obligations and Activities of VENDOR

A. Vendor will develop, document, implement, maintain and use appropriate administrative, technical and physical safeguards to preserve the integrity and confidentiality of, and to prevent non-permitted use or disclosure of, PHI created or received for or from the Plan.

B. Vendor agrees to mitigate, to the extent practicable, any harmful effect that is known to Vendor of a use or disclosure of PHI by Vendor in violation of the requirements of this BAA.

C. Vendor agrees to report to Covered Entity, without unreasonable delay and in any event within thirty (30) days, any use or disclosure of the PHI not provided for by this BAA or otherwise in writing by the Plan. Vendor shall maintain a written log recording the date, name of Covered Person and description of PHI for all such unauthorized use or disclosure and shall submit such log to the Plan Sponsor semiannually and by request. Vendor agrees to directly provide notice to any effected participants in the event of a Breach and to send a written log each such Breach and notice to participants to the Covered Entity within thirty (30) days of notification. Vendor agrees to notify participants in accordance with the guidelines and standards set forth by the Department of Health and Human Services under the American Reinvestment & Recovery Act and the HITECH Act. Upon termination of this BAA, Vendor agrees to transfer all logs that contain the accounting of PHI Disclosure to the Plan or a designee.

D. Vendor will require that any agent, including a subcontractor, to whom it provides PHI as permitted by this BAA (or as otherwise permitted with the Plan's prior written approval), agrees to the same restrictions and conditions that apply through this BAA to Vendor with respect to such information.

E. Vendor agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Vendor on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

F. Vendor agrees to implement administrative, physical, and technical safeguards (as set forth in the Security Rule) that reasonably and appropriately protect the confidentiality and integrity (as set forth in the Security Rule), and the availability of Electronic PHI, if any, that Vendor creates, receives, maintains, or transmits electronically on behalf of Covered Entity. Vendor agrees to establish and maintain security measures sufficient to meet the safe harbor requirements established pursuant to ARRA by making data unreadable, indecipherable, and unusable upon receipt by an unauthorized person. Vendor agrees to provide adequate training to its staff concerning HIPAA and Vendor's responsibilities under HIPAA.

G. Vendor agrees to report to Covered Entity any Security Incident of which Vendor becomes aware.

H. Vendor agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such information.

IV. individual rights obligations

A. **Access**. Vendor and the Plan agree that, wherever feasible, and to the extent that responsive information is in the possession of Vendor, Vendor will provide access to PHI as required by 45 CFR §164.524 on the Plan's behalf. Vendor will provide such access according to its own procedures for such access. Vendor represents that its procedures for such access comply with the requirements of 45 CFR §164.524. Such provision of access will not relieve the Plan of any additional and independent obligations to provide access where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Vendor will make available for inspection and obtaining copies by the Plan, or at the Plan's direction by the Covered Person (or the Covered Person's personal representative), any PHI about the Covered Person created or received for or from the Plan in Vendor's custody or control contained in a Designated Record Set, so that the Plan may meet its access obligations under 45 CFR §164.524. All fees related to this access, as determined by Vendor, shall be borne by Covered Persons seeking access to PHI.

B. **Amendment**. Vendor and the Plan agree that, wherever feasible, and to the extent that responsive information is in the possession of Vendor, Vendor will amend PHI as required by 45

CFR §164.526 on the Plan's behalf. Vendor will amend such PHI according to its own procedures for such amendment. Vendor represents that its procedures for such amendment comply with the requirements of 45 CFR §164.526. Such amendment will not relieve the Plan of any additional and independent obligations to amend PHI where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Vendor will amend such PHI contained in a Designated Record Set, in accordance with the requirements of 45 CFR §164.526. Upon receipt of written or electronic notice from the Plan, Vendor will amend or permit the Plan access to amend any portion of the PHI created or received for or from the Plan in Vendor's custody or control, so that the Plan may meet its amendment obligations under 45 CFR §164.526.

C. Disclosure Accounting. So that the Plan may meet its disclosure accounting obligations under 45 CFR §164.528, Vendor and the Plan agree that, wherever feasible and to the extent that disclosures have been made by Vendor, Vendor will provide the accounting that is required under 45 CFR §164.528 on the Plan's behalf. Vendor will provide such accounting according to its own procedures for such accounting. Vendor represents that its procedures for such accounting comply with the requirements of 45 CFR §164.528. Such provision of disclosure accounting will not relieve the Plan of any additional and independent obligations to provide disclosure accounting where requested by an individual. Accordingly, upon the Plan's written or electronic request or the direct request of a Covered Person or the Covered Person's Personal Representative, Vendor will provide an accounting as set forth below.

1. Disclosure Tracking

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

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

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

2. Exceptions from Disclosure Tracking

Vendor is not required to record disclosure information or otherwise account for disclosures of PHI that this BAA or the Plan in writing permits or requires: (i) for the purpose of the Plan's payment activities or health care operations, (ii) to the individual who is the subject of the PHI disclosed, or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional

institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented; (x) for disclosures prior to April 14, 2003; or (xi) as otherwise excepted under 45 CFR §164.528.

3. Disclosure Tracking Time Periods

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

D. Right to Request Restrictions and Confidential Communications

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

V. Obligations of The COVERED ENTITY

A. Covered Entity shall provide Vendor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Vendor's permitted or required uses and disclosures.

B. Covered Entity shall notify Vendor of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522.

C. Covered Entity shall not request Vendor to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity except as provided in this BAA. In no event shall Covered Entity request Vendor to disclose to Covered Entity or agents of Covered Entity any PHI unless such disclosure is the minimum necessary disclosure that satisfies the request and that such disclosure is solely for the purpose of treatment, payment or plan operations.

VI. Breach of privacy obligations

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

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

A. Effect of Termination.

1. Return or Destruction upon Agreement End

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

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

2. Disposition When Return or Destruction Not Feasible

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

VII. Plan sponsor's performance of plan administration functions

A. **Communication of PHI**. Except as specifically agreed upon by Vendor, the Plan and Plan Sponsor, and in compliance with any requirements imposed by this Section VII, all disclosures of PHI from Vendor pursuant to the Agreement shall be made to the Plan, except for disclosures related to enrollment or disenrollment in the Plan.

B. **Summary Health Information**. Upon Plan Sponsor's written request for the purpose either to, (a) obtain premium proposals for providing health insurance coverage for the Plan, or (b) modify, amend or terminate the Plan, Vendor is authorized to provide Summary Health Information regarding the Covered Persons in the Plan to Plan Sponsor.

C. **Plan Sponsor Representation**. Plan Sponsor represents and warrants (A) that the Plan has been established and is maintained pursuant to law, (B) that the Plan provides for the allocation and delegation of responsibilities for the Plan, including the responsibilities assigned to Vendor under the Agreement, (C) that the Plan includes or incorporates by reference the appropriate terms of the Agreement and this BAA, and (D) that the Plan incorporates the provisions required by 45 CFR §164.504.

D. **Plan Sponsor's Certification**. Vendor will not disclose Covered Persons' PHI to Plan Sponsor, unless and until the Plan authorizes Vendor in writing to disclose the minimum necessary Covered Persons' PHI to Plan Sponsor for the plan administration functions to be performed by Plan Sponsor as specified in the Plan.

E. **Vendor Reliance**. Vendor may rely on Plan Sponsor's certification and the Plan's written authorization, and will have no obligation to verify that the Plan complies with the requirements of 45 CFR §164.504 or this BAA or that Plan Sponsor is complying with the Plan.

F. **The Plan Amendment**. Before the Plan will furnish Plan Sponsor's certification described above to Vendor, the Plan will ensure (1) that its Plan establishes the uses and disclosures of Covered Persons' PHI consistent with the requirements of 45 CFR §164 that Plan Sponsor will be permitted and required to make for the plan administration functions Plan Sponsor will perform for the Plan, and (2) that Plan Sponsor agrees to all the applicable conditions imposed by §164.504 on the use or disclosure of PHI.

VIII. Miscellaneous

A. **Regulatory References**. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.

B. **Survival**. The respective rights and obligations of Vendor under Section IV of this BAA shall survive the termination of this BAA.

C. **Interpretation**. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules. Except to the extent specified by this BAA, all of the terms and conditions of the Agreement shall be and remain in full force and effect. In the event of any inconsistency or conflict between this BAA and the Agreement, the terms and provisions and conditions of this BAA shall govern and control. Nothing express or implied in this BAA and/or in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever. This BAA shall be governed by and construed in accordance with the same internal laws that are applicable to the Agreement.

D. **Duration**. This BAA will continue in full force and effect for as long as the Agreement remains in full force and effect and for three years following the termination of the agreement.

E. **Term**. The Term of this BAA shall be effective as of the date appearing on the signature page, and shall terminate when all of the PHI provided by Covered Entity to Vendor, or created or received by Vendor on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this BAA.

F. **Amendment**. Upon the effective date of any final regulation or amendment to final regulations with respect to the HIPAA Rules, this BAA will automatically amend such that the obligations imposed on Plan Sponsor, the Plan, and Vendor remain in compliance with such regulations, unless (1) Vendor elects to terminate the Agreement by providing Plan Sponsor and the Plan notice of termination in accordance with the Agreement at least thirty (30) days before the effective date of such final regulation or amendment to final regulations; or (2) Vendor notifies the Plan of its objections to any such amendment. In the event of such an objection, the parties will negotiate in good faith in connection with such changes or amendment to the relevant final regulation.

G. **Conflicts**. The provisions of this BAA will override and control any conflicting provision of the Agreement. All nonconflicting provisions of the Agreement will remain in full force and effect.

H. **Independent Relationship**. None of the provisions of this BAA are intended to create, nor will they be deemed to create, any relationship between the parties other than that of independent parties contracting with each other as independent parties solely for the purposes of effecting the provisions of this BAA and the Agreement.

I. **Rights of Third Parties**. This BAA is between Vendor and the Plan and the Plan Sponsor and shall not be construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.

J. **Notices**. All notices and notifications under this BAA shall be sent in writing by traceable carrier to the listed persons on behalf of Vendor, the Plan, and Plan Sponsor at the addresses indicated on the signature page hereof, or such other address as a party may indicate by at least ten (10) days' prior written notice to the other parties. Notices will be effective upon receipt.

K. **Expenses**. Unless otherwise stated in this BAA or the Agreement, each party shall bear its own costs and expenses related to compliance with the above provisions. Any additional expenses incurred by Vendor in connection with services to be provided pursuant to this BAA shall be included in the Agreement.

L. **Documentation**. All documentation that is required by this BAA or by the HIPAA Rules must be retained by Vendor for six (6) years from the date of creation or when it was last in effect, whichever is longer.

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

STATE OF DELAWARE
DEPARTMENT OF HUMAN RESOURCES

_____
Signature
Stephanie Hartos
Director, Statewide Benefits and Insurance Coverage

_____
Date

VENDOR

_____
Signature
Printed Name:_____
Title: _____

_____
Date

Attachment 15

PERFORMANCE GUARANTEES

Contract No. DHR25006-PBM
Contract Title: Pharmacy Benefit Management Services

Instructions: **The State of Delaware requires interested vendors to agree to place a percentage of premium/fees per contract year at risk for performance guarantees.** If you propose alternative guarantees, performance results, or definitions, please use a strikeout font and insertion. **You are encouraged to provide additional fees at risk; vendors that do so will be viewed favorably by the State.** The State of Delaware reserves the right to negotiate both financial and non-financial performance guarantees with the selected vendor.

Terms: The performance guarantees will be measured when stated, as applicable, and at the end of the project. Penalties will be assessed and paid within thirty (30) days.

Commercial Implementation

Performance Guarantee	Standard/Performance Measure	% of Fees at Risk
Future Contract Development	PBM will prepare the first draft of the Agreement and will incorporate all minimum requirements from both phases of the RFP. Any variance identified in the bid response accepted by The State for performance commitments may be adjusted in the first draft of the Agreement. PBM cannot propose changes that are not included in the terms of the RFP or bid offering necessitating an excessive number of drafts.	*CARRIER to propose*
Implementation and Account Management	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.	*CARRIER to propose*

Performance Guarantee	Standard/Performance Measure	% of Fees at Risk
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.	*CARRIER to propose*
Adherence to Key Deadlines	All key dates will be met to the extent PBM has control and/or has notified The State of risks of failure in advance of due date. The State and PBM will agree at the beginning of implementation on which deadlines are critical to program success.	*CARRIER to propose*
	Total Implementation	*CARRIER to propose*

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. (CARRIER) cannot propose changes that are not included in the terms of the RFP or their bid, unless the contract provided by the State, or the parties to the contract are different than requested and outlined in the RFP.	$5,000

Terms: (CARRIER) will perform a review of its records to determine whether each standard was met for the time period of the quarter immediately preceding the 45th day of the month following the end of a quarter (for example, November 15 for the first quarter of the plan year - July 1 to 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.

Commercial Ongoing Administration

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Member of Count on 07/01/21)	Measurements
Financial Accuracy	PBM will guarantee that at least 99.5% of Claim payments will be processed accurately according to Client's benefit Plan design and contractual guarantees. Measurement: Claims payments made without error relative to the total dollars paid.	99.5%	10.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
System Downtime	PBM will guarantee at least 99.5% access to its systems by all the retail pharmacies in PBM's network 24 hours a day, 7 days a week, 365 days a year, excluding systems downtime, telecommunications failure, or other circumstances outside the control of the PBM.	99.5%	1.0%	This guarantee is reported quarterly and measured annually on a Book of Business basis.
Internet Availability Rate	PBM will guarantee that its website will be operational at least 98% of the time. Percentage of hours that PBM's internet site is operational, excluding scheduled maintenance.	98%	1.0%	This guarantee is reported quarterly and measured annually on a Book of Business basis.
Claims Enrollment Data	PBM will guarantee that all enrollment will be uploaded with 100% accuracy not to exceed (1) Business Day provided accurate and complete eligibility files are electronically transmitted by 10:00 am Eastern Time. If for any reason the eligibility file cannot be loaded properly or there are significant issues with the file, PBM will notify Client within this one-day time period.	100% in one (1) Business Day	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Member of Count on 07/01/21)	Measurements
Enrollment Data Error Reporting	PBM will guarantee that enrollment file error reporting on all enrollment file updates will be provided to Client within two (2) Business Days.	100% in two (2) Business Days	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Invoicing Errors	PBM will guarantee that all invoicing errors will be credited back to Client within 30 days of agreement on the amount due or PBM will pay a penalty of $1,000 per day beyond 30 days from the date of the agreement, up to the maximum amount at risk allocated for this standard. Invoicing Errors shall mean administrative or service fee errors.	Within 30 days	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Plan Administration Accuracy	PBM's account team shall document requirements and secure Client sign off on all Plan change requests. PBM will accurately capture Client intent as mutually agreed upon in writing, implement all Plan design and/or other requested changes (e.g., clinical programs, pricing, other programs, etc.) and conduct appropriate testing to confirm accuracy prior to the effective date of the change. PBM must provide Client at least five (5) Business Days prior to any PBM submission deadlines to review the PBM documents required to implement any program/Plan changes. Confirmation of the accurate Plan change set up will be provided by PBM to Client prior to the effective date of the change.		5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Member of Count on 07/01/21)	Measurements
Timely Data Feeds	PBM will guarantee 100% accurate and timely data feeds on a per file and on a "missed" Business Day basis (e.g., inaccurate, missed or late transmissions will be charged a penalty per file plus an additional penalty for each Business Day until such file is successfully delivered.) The definition of timely and accurate will be mutually agreed upon between PBM and Client.	100%	5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Member Communication Mailing Errors	PBM guarantees that 100% of ID cards and welcome booklets shall be accurate. Should an ID card or welcome booklet be sent in error or contain erroneous information regarding any aspect of the Plan's administration, PBM shall pay a penalty per erroneous document not to exceed $1000 per erroneous document up to the total annual penalty. This guarantee excludes errors made by Client only.	100%	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Account Management Satisfaction	Client may assess a penalty per Contract Year and each successive Contract Year, Client's benefits staff do not rate the account team's performance for such Contract Year an average of 3 or better on a scale of 1 to 5 (5 being the best based on a range of performance criteria agreed to between Client and PBM at the beginning of such Contract Year). All members of the account team will be reviewed as part of this guarantee measurement. Final measurement of Client's	3 or better out of 5 rating	15.00%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Member of Count on 07/01/21)	Measurements
	satisfaction with the account team will be subjective and will be based upon the Account Management Survey.			
Account Management Meetings	PBM guarantees that it will attend and actively participate at Client's request in benefit representative meetings, educational sessions and health fairs.	Meeting Attendance	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Account Management Issue Resolution	PBM guarantees that if any issue cannot be resolved within two (2) Business Days, PBM will, within one (1) Business Day of receipt by the account manager, agree to a resolution timeline via electronic or verbal communication with the requestor. PBM's account manager will maintain an issue log to track these items. "Issue" may be a complaint by a Member, an adjudication error, or any other item that is being tracked on the issue log.	Business Days	4.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Mail Order Dispensing Accuracy Rate	PBM guarantees that 99.99% of prescriptions will be dispensed with the correct drug and strength. Measurement: Number of accurately ordered mail order pharmacy prescriptions divided by number of all mail order pharmacy prescriptions dispensed during the year. Measured based on PBM 's book of business. Performance standards for PBM 's mail service pharmacy assume a minimum of 1,000 mail service pharmacy prescriptions submitted annually.	99.99%	5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Mail Turnaround Time Clean	PBM guarantees that 95% of prescriptions are dispensed	95% within an average of two	1.0%	This guarantee is reported quarterly

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Member of Count on 07/01/21)	Measurements
	within an average of two (2) Business Days and 100% within an average of three (3) Business Days. Performance standards for PBM 's mail service pharmacy assume a minimum of 1,000 mail service pharmacy prescriptions submitted annually.	(2) Business Days. 100% within an average of three (3) Business Days.		and measured annually on a client specific basis.
Mail Turnaround Time Non-Clean	PBM guarantees that 95% of prescriptions dispensed within an average of four (4) Business Days and 100% within an average of five (5) Business Days. Performance standards for PBM 's mail service pharmacy assume a minimum of 1,000 mail service pharmacy prescriptions submitted annually.	95% within an average of four (4) Business Days. 100% within an average of five (5) Business Days.	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Telephone Average Speed of Answer	PBM guarantees that 100% of Member calls shall be answered within an average of 30 seconds (excluding IVR).	100% within an average of thirty (30) seconds)	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Telephone Abandonment Rate	PBM guarantees that 100% of Member calls shall be answered with an abandonment rate of 3% of less; excluding IVR and excluding calls abandoned by the member in the first thirty (30) seconds.	3% or less	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Written Inquiry	PBM guarantees that 95% of e-mail or letter inquiries will be responded to within five (5) Business Days - 100% within ten (10) Business Days.	95% within five (5) Business Days. 100% within ten (10) Business Days.	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Direct Member Reimbursement Response Rate	PBM guarantees that 100% of manually submitted Claims	Within 14 Calendar Days.	1.0%	This guarantee is reported quarterly and measured

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Member of Count on 07/01/21)	Measurements
	will be processed within 14 calendar days.			annually on a client specific basis.
Member Satisfaction Survey	PBM agrees to conduct a Member Satisfaction Survey for each Contract Year. The Satisfaction Rate will be 90% or greater. A yearly penalty may be assessed against PBM for failure to meet this standard. "Satisfaction Rate" means (i) the number of eligible persons responding to PBM's annual standard Member Satisfaction Survey as being satisfied with overall performance divided by (ii) the number of eligible persons responding to such annual Member Satisfaction Survey. For the performance standard to be applicable the returned sample must be statistically significant. Measured annually from Client's participants based on the average of quarterly surveys conducted by phone.	90%	3.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Client Approval of Member Communications	PBM guarantees that 100% of all Member communications will be approved by Client - exceptions for drug recalls, urgent patient safety communications, and standard documents of an operational nature.	100%	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Issue Resolution: Client Staff Involvement / Escalation	PBM guarantees that PBM will resolve 98% of Member issues within two (2) Business Days for any case that required the involvement of Client's staff due to incorrect or incomplete information being provided by PBM. If not resolved within 72 hours, a penalty will be applied of $5,000 per case, up	98% within two (2) Business Days.	8.0%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Member of Count on 07/01/21)	Measurements
	to the annual maximum amount at risk allocated by Client. The penalty is based on per case below 98% target.			
First Call Resolution	PBM will resolve at least 95% of issues at the first point of contact. First call resolution is the number of inquiries completely resolved at the time of initial contact divided by the total inquiries.	95%	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Ad-hoc Reports	PBM guarantees that a minimum of 98% of *ad hoc* reports will be accurate and delivered to Client within seven (7) Business Days of the request or by a mutually agreed upon date. *Ad hoc* reports are defined as reports that are not part of PBM 's standard reporting package.	98%	5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Standard Reports	PBM guarantees that a minimum of 100% of standard reports will be accurate and delivered to Client by the target date specified in the Master Report List – Commercial. During the term of the Agreement, Client and PBM can change the reporting requirements by mutual written agreement.	100%	5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Provided Data Extract Requested	PBM guarantees to provide a Claims file in standard format within thirty (30) Business Days of request date or ten (10) Business Days of the executed confidentiality agreement (whichever occurs later)	Within thirty (30) Business Days of request or ten (10) Business Days of executed agreement.	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Provide Complete Response to Data Request	PBM guarantees to provide a complete response to Claims	Within thirty (30) Business Days of request	1.0%	This guarantee is reported quarterly and measured

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Member of Count on 07/01/21)	Measurements
	data request within thirty (30) Business Days of request.			annually on a client specific basis.
Providing Initial Response to Audit Findings	PBM guarantees to provide an initial response to audit findings within forty-five (45) Business Days of receipt of findings.	Within forty-five (45) Business Days.	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
Pharmacy Audit Resolution	PBM guarantees that within six (6) months of identification and notification to PBM by Client or its designee except if a pharmacy grievance or litigation is pending, PBM will resolve all processing errors.	Within six (6) months	1.0%	This guarantee is reported quarterly and measured annually on a Book of Business basis.
Open Enrollment Readiness	PBM will guarantee to provide Client open enrollment readiness support each Contract Year, provided Client has submitted final requirements at least three (3) months prior to open enrollment. Such support shall include training PBM customer service on the changes, implementing Plan design changes, accurate set up of open enrollment website, including pricing, Plan design, network and formulary look up, and any additional Client-specific culture changes as reasonably requested by Client and providing accurate Member communications (printed materials) (as requested by Client). PBM will perform testing of customer service calls to measure accuracy of responses. PBM will perform testing of the open enrollment website to measure accuracy of Plan design and functionality of the website. All test results will be documented, reviewed and	100%	10%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Member of Count on 07/01/21)	Measurements
	sent to Client prior to open enrollment. This support will be set up and functioning accurately by Client's first day of open enrollment. Open enrollment is conducted in May for the Commercial Plan.			
Contract Amendment Turnaround Time and Accuracy	PBM agrees to provide initial and subsequent drafts of contract amendments within ten (10) Business Days following receipt of formal requests/comments from the consultant or Client relating to the contract amendment. PBM also agrees that amendment drafts will accurately reflect agreed upon changes. Measurement will be on a per draft and on a "missed" Business Day basis (e.g., inaccurate, missed or late drafts will be charged a penalty per draft plus an additional penalty for each Business Day until such draft is successfully delivered.)	Within ten (10) Business Days.	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
		Total	**100%**	

EGWP Implementation

Performance Guarantee	Standard/Performance Measure	% of Fees at Risk
Future Contract Development	PBM will prepare the first draft of the Agreement and will incorporate all minimum requirements from both phases of the RFP. Any variance identified in the bid response accepted by The State for performance commitments may be adjusted in the first draft of the Agreement. PBM cannot propose changes that are not included in the terms of the RFP or bid offering necessitating an excessive number of drafts.	*CARRIER to propose*
Implementation and Account Management	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.	*CARRIER to propose*
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.	*CARRIER to propose*
Adherence to Key Deadlines	All key dates will be met to the extent PBM has control and/or has notified The State of risks of failure in advance of due date. The State and PBM will agree at the beginning of implementation on which deadlines are critical to program success.	*CARRIER to propose*
	Total Implementation	***CARRIER to propose***

lncumbent'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. (CARRIER) cannot propose changes that are not included in the terms of the RFP or their bid, unless the contract provided by the State, or the parties to the contract are different than requested and outlined in the RFP.	$5,000

Terms: (CARRIER) will perform a review of its records to determine whether each standard was met for the time period of the quarter immediately preceding the 45th day of the month following the end of a quarter (for example, November 15 for the first quarter of the plan year - July 1 to 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.

EGWP Ongoing Administration

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Client Retiree of Count on 01/01/22)	Measurements
EGWP Financial Accuracy	PBM will guarantee that at least 99.5% of Claim payments will be processed accurately according to Client's benefit Plan design and contractual guarantees. Measurement: Claims payments made without error relative to the total dollars paid.	99.5%	10.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP System Downtime	PBM will guarantee at least 99.5% access to its systems by all the retail pharmacies in PBM's network 24 hours a day, 7 days a week, 365 days a year, excluding systems downtime, telecommunications failure, or other circumstances outside the control of the PBM.	99.5%	1.0%	This guarantee is reported quarterly and measured annually on a Book of Business basis.
EGWP Website Availability Rate	PBM will guarantee that its website will be operational at least 98% of the time.	98%	1.0%	This guarantee is reported quarterly and measured annually on a

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Client Retiree of Count on 01/01/22)	Measurements
				Book of Business basis.
EGWP Claims Enrollment Data	PBM will guarantee that all enrollment will be uploaded with 100% accuracy not to exceed (1) Business Day provided accurate and complete eligibility files are electronically transmitted by 10:00 am Eastern Time. If for any reason the eligibility file cannot be loaded properly or there are significant issues with the file, PBM will notify Client within this one-day time period.	100% in one (1) Business Day	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Enrollment Data Error Reporting	PBM will guarantee that enrollment file error reporting on all enrollment file updates will be provided to Client within two (2) Business Days.	100% in two (2) Business Days	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Invoicing Errors	PBM will guarantee that all invoicing errors will be credited back to Client within 30 days of agreement on the amount due or PBM will pay a penalty of $1,000 per day beyond 30 days from the date of the agreement, up to the maximum amount at risk allocated for this standard. Invoicing Errors shall mean administrative or service fee Errors.	Within 30 days	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Plan Administration Accuracy	PBM's account team shall document requirements and secure Client sign off on all Plan change requests. PBM will accurately capture Client intent as mutually agreed upon in writing, implement all Plan design and/or other requested changes (e.g., clinical programs, pricing, other programs, etc.) and conduct appropriate testing to confirm accuracy prior to the effective date of the change. PBM must provide		5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Client Retiree of Count on 01/01/22)	Measurements
	Client at least five (5) Business Days prior to any PBM submission deadlines to review the PBM documents required to implement any program/Plan changes. Confirmation of the accurate Plan change set up will be provided by PBM to Client prior to the effective date of the change.			
EGWP Timely Data Feeds	PBM will guarantee 100% accurate and timely data feeds to external PBM on a per file and on a "missed" Business Day basis (e.g., inaccurate, missed or late transmissions will be charged a penalty per file plus an additional penalty for each Business Day until such file is successfully delivered.) The definition of timely and accurate will be mutually agreed upon between PBM and Client.	100%	5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Member Communication Mailing Errors	PBM guarantees that 100% of ID cards and welcome booklets shall be accurate. Should an ID card or welcome booklet be sent in error or contain erroneous information regarding any aspect of the Plan's administration, PBM shall pay a penalty per erroneous document not to exceed $1000 per erroneous document up to the total annual penalty. This guarantee excludes errors made by Client only.	100%	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Account Management Meetings	PBM guarantees that it will attend and actively participate at Client's request in benefit representative meetings, educational sessions and health fairs.	Meeting Attendance	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Account Management Issue Resolution	PBM guarantees that if any issue cannot be resolved within two (2) Business Days, PBM will, within one (1) Business Day of receipt by the account manager, agree to a resolution timeline via electronic or	Business Days	4.0%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Client Retiree of Count on 01/01/22)	Measurements
	verbal communication with the requestor. PBM's account manager will maintain an issue log to track these items. "Issue" may be a complaint by a Client Retiree, an adjudication error, or any other item that is being tracked on the issue log.			
EGWP Mail Order Dispensing Accuracy Rate	PBM guarantees that 99.99% of prescriptions will be dispensed with the correct drug and strength. Measurement: Number of accurately ordered mail order pharmacy prescriptions divided by number of all mail order pharmacy prescriptions dispensed during the year. Measured based on PBM's book of business. Performance standards for PBM's mail service pharmacy assume a minimum of 1,000 mail service pharmacy prescriptions submitted annually.	99.99%	5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Mail Turnaround Time Clean	PBM guarantees that 95% of prescriptions dispensed within an average of two (2) Business Days and 100% within an average of three (3) Business Days. Performance standards for PBM's mail service pharmacy assume a minimum of 1,000 mail service pharmacy prescriptions submitted annually.	95% within an average of two (2) Business Days. 100% within an average of three (3) Business Days.	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Mail Turnaround Time Non-Clean	PBM guarantees that 95% of prescriptions dispensed within an average of four (4) Business Days and 100% within an average of five (5) Business Days. Performance standards for PBM's mail service pharmacy assume a minimum of 1,000 mail service pharmacy prescriptions submitted annually.	95% within an average of four (4) Business Days. 100% within an average of five (5) Business Days.	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Client Retiree of Count on 01/01/22)	Measurements
Telephone Average Speed of Answer	PBM guarantees that 100% of Client Retiree calls shall be answered within an average of 30 seconds (excluding IVR).	100% within an average of thirty (30) seconds)	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Telephone Abandonment Rate	PBM guarantees that 100% of Client Retiree calls shall be answered with an abandonment rate of 3% of less; excluding IVR and excluding calls abandoned by the member in the first thirty (30) seconds.	3% or less	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Written Inquiry	PBM guarantees that 95% of e-mail or letter inquiries will be responded to within five (5) Business Days - 100% within ten (10) Business Days.	95% within five (5) Business Days. 100% within ten (10) Business Days.	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Direct Member Reimbursement Response Rate	PBM guarantees that 100% of manually submitted Claims will be processed within 14 calendar days.	Within 14 Calendar Days.	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Member Satisfaction Survey	PBM agrees to conduct a Client Retiree Satisfaction Survey for each Contract Year. The Satisfaction Rate will be 90% or greater. A yearly penalty may be assessed against the PBM for failure to meet this standard. “Satisfaction Rate” means (i) the number of eligible persons responding to PBM’s annual standard Client Retiree Satisfaction Survey as being satisfied with overall performance divided by (ii) the number of eligible persons responding to such annual Client Retiree Satisfaction Survey. For the performance standard to be	90%	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Client Retiree of Count on 01/01/22)	Measurements
	applicable the returned sample must be statistically significant.			
EGWP State Approval of Member Communications	PBM guarantees that 100% of all Client Retiree communications will be approved by Client - exceptions for drug recalls, urgent patient safety communications, and standard documents of an operational nature.	100%	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Issue Resolution: State Staff Involvement / Escalation	PBM guarantees that PBM will resolve 98% of Client Retiree issues within two (2) Business Days for any case that required the involvement of Client's staff due to incorrect or incomplete information being provided by PBM. If not resolved within 72 hours, a penalty will be applied of $5,000 per case, up to the annual maximum amount at risk allocated by Client. The penalty is based on per case below 98% target.	98% within two (2) Business Days.	3.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP First Call Resolution	PBM will resolve at least 95% of issues at the first point of contact. First call resolution is the number of inquiries completely resolved at the time of initial contact divided by the total inquiries.	95%	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Ad-hoc Reports	PBM guarantees that a minimum of 98% of *ad hoc* reports will be accurate and delivered to Client within seven (7) Business Days of the request or by a mutually agreed upon date. *Ad hoc* reports are defined as reports that are not part of PBM's standard reporting package.	98%	5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Standard Reports	PBM guarantees that a minimum of 100% of standard reports will be accurate and delivered to Client by the target date specified in the, Master Report List - EGWP. During the term of the Addendum, Client and PBM can change the	100%	5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Client Retiree of Count on 01/01/22)	Measurements
	reporting requirements by mutual written agreement.			
EGWP Provided Data Extract Requested	PBM guarantees to provide a Claims file in standard format within thirty (30) Business Days of request date or ten (10) Business Days of the executed confidentiality agreement (whichever occurs later).	Within thirty (30) Business Days of request or ten (10) Business Days of executed agreement.	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Provide Complete Response to Data Request	PBM guarantees to provide a complete response to Claims data request within thirty (30) Business Days of request.	Within thirty (30) Business Days of request	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Providing Initial Response to Audit Findings	PBM guarantees to provide an initial response to audit findings within forty-five (45) Business Days of receipt of findings.	Within forty-five (45) Business Days.	1.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Pharmacy Audit Resolution	PBM guarantees that within six (6) months of identification and notification to PBM by Client or its designee except if a pharmacy grievance or litigation is pending, PBM will resolve all processing errors.	Within six (6) months	1.0%	This guarantee is reported quarterly and measured annually on a Book of Business basis.
PDP Member Appeal Resolution Time	PBM guarantees 97% of standard appeals within seven (7) Business Days; 97% of expedited appeals within 72 hours.	97%	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
PDP Initial Coverage Determination Time	PBM guarantees 97% of standard determinations within 72 hours; 97% of determinations in 24 hours.	97%	5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Client Retiree of Count on 01/01/22)	Measurements
PDP Prescription Drug Event (PDE) Submission Time	PBM guarantees 99% of prescription Claims to be reported within ninety (90) days of date of service.	99% within ninety (90) days.	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
PDP Member Explanation of Benefit Mailing	PBM guarantees 98% of PDP Member Explanation of Benefit Mailings will be sent by the end of month subsequent to the reporting month. PBM is not responsible for Client created errors	98%	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
PDP Reporting	PBM guarantees that at no cost to Client, PBM will prepare and provide PDP reports set forth in Attachment 13 of the RFP, Master Report List - EGWP. During the term of the Addendum, Client and PBM may change the reporting requirements by mutual written agreement. The reports set forth in the Attachment 13, Master Report List - EGWP will be available within the time periods set forth in Attachment 13, or as soon as reasonably possible. PBM will make every effort to provide the reports in Attachment 13 within the target time frames. However, in those instances in which PBM must rely on a third party in order to provide the reports, PBM reserves the right to work with Client to identify a mutually agreeable delivery date if the third party has delays in providing the necessary data for the report.	100% within mutually agreed upon time.	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
EGWP Open Enrollment Readiness	PBM will guarantee to provide Client open enrollment readiness support each Contract Year, provided Client has submitted final requirements at least three months prior to open enrollment. Such support shall include training PBM	100%	5.0%	This guarantee is reported quarterly and measured annually on a client specific basis.

Guarantee	Description	Standard	Fees at Risk ($7.00 Per Client Retiree of Count on 01/01/22)	Measurements
	customer service on the changes, implementing Plan design changes, accurate set up of open enrollment website, including pricing, Plan design, network and formulary look up, and any additional Client-specific culture changes as reasonably requested by Client and providing accurate Client Retiree communications (printed materials) (as requested by Client). PBM will perform testing of customer service calls to measure accuracy of responses. PBM will perform testing of the open enrollment website to measure accuracy of Plan design and functionality of the website. All test results will be documented, reviewed and sent to Client prior to open enrollment. This support will be set up and functioning accurately by Client's first day of open enrollment.			
EGWP Contract Amendment Turnaround Time and Accuracy	PBM agrees to provide initial and subsequent drafts of amendments to this Addendum within ten (10) Business Days following receipt of formal requests/comments from the consultant or Client relating to the amendment. PBM also agrees that the contract amendment drafts will accurately reflect agreed upon changes. Measurement will be on a per draft and on a "missed" business day basis (e.g., inaccurate, missed or late drafts will be charged a penalty per draft plus an additional penalty for each business day until such draft is successfully delivered.)	Within ten (10) Business Days.	2.0%	This guarantee is reported quarterly and measured annually on a client specific basis.
		Total	**100%**	

Attachment 16

MASTER REPORT LIST

Commercial Master Report

Financial Reporting and Payments	File Description	Direction	Frequency	Transport Method	Sending Contact	Receiving Contact	Due Date	Penalty Application Date
Eligibility & Enrollment								
Pre-Edit Report (Aetna Load Report)	The PBM will provide each carrier a weekly report of members/dependents loaded records in order to determine whether there are any errors that need to be corrected on the carrier's enrollment file.	PBM to Aetna	Weekly	Electronic Transfer	PBM - Eligibility Analysis	Aetna Eligibility Team	Wednesdays	N/A
Pre-Edit Report (Highmark Load Report)	The PBM will provide each carrier a weekly report of members/dependents loaded records in order to determine whether there are any errors that need to be corrected on the carrier's enrollment file.	PBM to Highmark	Weekly	Electronic Transfer	PBM - Eligibility Analysis	Highmark Eligibility Team	Wednesdays	N/A
Duplicate Dependent Coverage	The PBM will provide SBO a monthly report of dependents loaded records that appear on both carrier's enrollment file. SBO will conduct internal review for proper coordination of coverage.	PBM to SBO	Monthly	Secure Email	PBM - Account Manager	SBO Program Lead/COB Coordinator	First week of every month	N/A
Multiple Active Members	The PBM will provide SBO a monthly report of members that have the same SSN and DOB listed on two different lines of enrollment. The two different lines of enrollment could be due to the member being in enrolled more than once in a different account and/or group attached to one or more Member ID.	PBM to SBO	Monthly	Secure Email	PBM - Eligibility	SBO Program Lead/COB Coordinator	First week of every month	N/A
Claims Detail - CTE								

Claims Detail Report(Universal File) - CET - DHR Financials - *Invoice Backup Documentation*	PAL 4000 D.0 layout	PBM to DHR(SBO)	Bi-Weekly	Secure Email w/ link to document on Client Server	PBM Information Exchange Group	SOD DHR Financial Services contact and mailbox, SBO Program Lead	1 day after the claims invoice date	3 days after the claims invoice date
Claims Detail Report(Universal File) - CET - IBM Watson	TRUEGWP	PBM to IBM Watson	Bi-Weekly	FTP Electronic Transfer	PBM Information Exchange Group	electronic portal	1 day after the claims invoice date	3 days after the claims invoice date
Claims Detail Report(Universal File) - CET - Aetna	PAL 4000 D.0 layout	PBM to Aetna	Daily	FTP Electronic Transfer	PBM Information Exchange Group	electronic portal	1 day after the claims invoice date	3 days after the claims invoice date
Claims Detail Report(Universal File) - CET - Highmark	PAL 4000 D.0 layout	PBM to Highmark	Bi-Weekly	FTP Electronic Transfer	PBM Information Exchange Group	electronic portal	1 day after the claims invoice date	3 days after the claims invoice date
Claims Detail Report(Universal File) - CET - CareVio - *Aetna Data Only, feed must be updated if new groups are added.*	PAL 4000 D.0 layout	PBM to CareVio	Bi-Weekly	FTP Electronic Transfer *business contact Mark Burns	PBM Information Exchange Group	electronic portal *business contact Mark Burns	1 day after the claims invoice date	N/A
DHIN-Delaware Health Information Network/APCD-All Payer Claims Data	State Compliance Extract data feed	CVSH sent PBM claims data to DHIN	Monthly	Electronic Transfer	PBM Information Exchange Group	DHIN	First week of every month	N/A
Financial Reporting and Payments								
QB7 Financial Report		PBM to SBO	Quarterly	Secure Email	PBM - Account Manager	SBO Program Lead /Benefits Manager /Deputy Director	30 days following close of quarter	35 days following the close of the quarter
Rebate Reports	Rebates Distribution Summary Report. Includes invoiced data along with the guarantee payment calculation.	PBM to SBO	Quarterly	Secure Email	PBM - Account Manager	SBO Program Lead /Benefits Manager /Deputy Director	150 days following close of quarter	N/A
Annual Rebate Reconciliation Report - *See contract for details*	Rebates Distribution Summary Report. Includes invoiced data along with the guarantee payment calculation.	PBM to SBO	Annual	Secure Email	PBM - Account Manager	SBO Program Lead /Benefits Manager /Deputy Director	240 days after close of fiscal year	N/A
Annual Rebate Reconciliation Payment - *If applicable, notification should be provided when payment is being processed.*		PBM to SBO	Annually	PBM Billing Invoice	PBM Finance Staff	SOD DHR Financial Services Mailbox/SBO Program Lead	Any amount due to the plan will be credited on the next invoice.	N/A

Annual Discount True-Up Report	Annual report comparing State's financial performance against the financial guarantees described in the contract.	PBM to SBO	Annually	Secure Email	PBM - Account Manager	SBO Program Lead /Benefits Manager /Deputy Director	90 days following close of fiscal year	N/A
Annual Discount Guarantee True-Up Payment -if applicable	Payment , if applicable , due to the State for missed financial guarantees offered under the PBM agreement.	PBM to SBO	Annually	check	PBM Finance Staff	Deputy Director	45 days after the guarantee report has been completed and determined that a payment is due	N/A
Manufacturer Payment Report		PBM to SBO	Quarterly (with an Annual Recap)	Hard Copy Mailed	PBM Corporate	Deputy director	approximately 90 days after quarter end.	N/A
High Dollar Meds Report	Includes claims that adjudicate at $20K or more. No PHI, included in report.	PBM to SBO/WTW	Monthly	Email	PBM AM	SBO Program Lead /Benefits Manager /Deputy Director	TBD	N/A
OVBHCD Template	Enrollment and claims template specific Delaware Department of Insurance Office of Value Based Health Care Delivery reporting requirements	PBM to SBO/WTW and DDI OVBHCD	Annually	Email	PBM Finance Staff	SBO Program Lead /Benefits Manager /Deputy Director	Q1 of each calendar year for the prior fiscal year's data	N/A
Account Management								
Performance Guarantees		PBM to SBO	Quarterly (with an Annual Recap)	secure email	PBM - Account Manager	SBO Program Lead /Benefits Manager /Deputy Director	90 days following close of quarter	N/A
Quarterly Review & Report	Materials and Presentation provided by PBM Account Management Team at the quarterly review meetings. PBM will bring to Sponsor's attention any judgment, settlement, or pending litigation that could impact the Plan.	PBM to SBO	Quarterly	hard copies (6 or as requested) and secure email	PBM - Account Manager	SBO Program Lead /Benefits Manager /Deputy Director	75 days following close of quarter	80 days following close of quarter for meeting materials. Should SBO staff request a delay for the quarterly meeting, the parties will discuss if the 80 days should be expanded

Account Team Survey	CVSH will administer the CRLS bi-annual survey for benchmarking and planning so that individual team members understand opportunities for personal assessments, process improvements, and health of the relationship for the business. State of Delaware to administer their survey quarterly to use for the Performance Guarantee measures.	PBM to SBO	Bi-Annually	secure email	PBM - Account Executive	SBO Program Lead /Benefits Manager /Deputy Director	15 days following close of quarter	N/A
Subcontractor Report	List of PBM's subcontractors. Should include name, contact information, scope of work and their access to PHI.	PBM to SBO	Annual or upon request	Secure Email	PBM - Account Manager	SBO Program Lead /Benefits Manager /Deputy Director	45 days after year end. Include with annual review materials or upon request.	N/A
Brand for Generic Strategy Reporting	Tier 1 Strategy - Name brand medications that are dispensed in place of a generic option due to net cost equivalencies once rebates are taken into account.	PBM to SBO	Quarterly	email	PBM Account Executive	SBO Program Lead /Benefits Manager /Deputy Director	Quarterly	N/A
Weekly Prior Authorizations & Appeals	Request 4892 is a Weekly Report for Level 2 and External Review Appeal Denials only. This reporting will allow SBO to notify members of their level III and level IV appeal rights.	PBM to SBO	Weekly	email	PBM Account Executive	SBO Program Lead /Benefits Manager /Deputy Director	Days 1-7: **Due 8th** Days 8-15: **Due 16th** Days 16-23: **Due 24th** Days 24-EOM: **Due the 1st**	N/A
Quarterly Prior Authorizations & Appeals	Request 4893 is a Quarterly Report for aggregated data. The Quarterly Aggregate reporting is used to support CVS CMK standard Non-Erisa Letters.	PBM to SBO	Quarterly	email	PBM Account Executive	SBO Program Lead /Benefits Manager /Deputy Director	Due by 5th of the Month	N/A
Annual Insurance Certificates		PBM to SBO	Annual or upon request	email	PBM Account Executive	SBO Program lead	5 business days of request from SBO	N/A

EGWP Master Report

File Name	File Description	Direction	Frequency	Transport Method	Sending Contact	Receiving Contact	Target Date	Penalty Application Date
Eligibility & Enrollment								

Pre-Edit Report (**State of Delaware Pensioner** Highmark Summary Load Report)	The Summary Load Report (SLR) is a 100% accounting of the records received on client file, with processing status. It is used to determine whether there are any errors that need to be corrected in the Highmark file before Vendor sends to CMS.	PBM to Highmark	Weekly	Secure Email	PBM - Eligibility Analysis	Highmark Eligibility Team / SBO Program Lead	Wednesdays	N/A
Pre-Edit Report (**Non-State of Delaware Pensioner** Highmark Summary Load Report)	The Summary Load Report (SLR) is a 100% accounting of the records received on client file, with processing status. It is used to determine whether there are any errors that need to be corrected in the Highmark file before Vendor sends to CMS.	PBM to Highmark	Weekly	Secure Email	PBM - Eligibility Analysis	Highmark Eligibility Team / SBO Program Lead	Wednesdays	N/A
PDP Enrollment Summary (**State of Delaware Pensioner** Feedback File)	The Feedback File (FBF) isused to provide the Internal Enrollment Status and CMS Responses for any actions taken. The Feedback File TRC Legend can be used as a crosswalk for taking any actions that may be necessary by Office of Pensions.	PBM to Office of Pensions	Weekly	Secure Email	PBM - Eligibility Analysis	Office of Pensions/SBO Program Lead	Thursdays	N/A
PDP Enrollment Summary (**Non-State of Delaware Pensioner** Feedback File)	The Feedback File (FBF) isused to provide the Internal Enrollment Status and CMS Responses for any actions taken. The Feedback File TRC Legend can be used as a crosswalk for taking any actions that may be necessary by Participating Groups.	PBM to Office of Pensions	Weekly	Secure Email	PBM - Eligibility Analysis	SBO Program Lead	Thursdays	N/A
Claims Detail - CTE								
Claims Detail Report(Universal File) - CET - DHR Financials - *Invoice Backup Documentation*	PAL 4000 D.0 layout	PBM to DHR(SBO)	Bi-Weekly	Secure Email w/ link to document on Client Server	PBM Information Exchange Group	SOD DHR Financial Services contact and mailbox, SBO Program Lead	1 day after the claims invoice date	3 days after the claims invoice date
Claims Detail Report(Universal File) - CET - IBM Watson	PAL 4000 D.0 layout	PBM to IBM Watson	Bi-Weekly	FTP Electronic Transfer	PBM Information Exchange Group	electronic portal	1 day after the claims invoice date	3 days after the claims invoice date
Claims Detail Report(Universal File) - CET - Highmark	PAL 4000 D.0 layout	PBM to Highmark	Bi-Weekly	FTP Electronic Transfer	PBM Information Exchange Group	electronic portal	1 day after the claims invoice date	3 days after the claims invoice date
DHIN- Delaware Health Information Network/APCD- All Payer Claims Data	State Compliance Extract data feed	CVSH sent PBM claims data to DHIN	Monthly	Electronic Transfer	PBM Information Exchange Group	DHIN	First week of every month	N/A
EGWP Subsidy Reporting and Payments								

Low Income Subsidy Detail Report	These CMS payments are paid to State of De and the State of De reimburses the members - premuim assistance	PBM MedD Billing to SBO	Monthly		PBMMedDBilling@cvshealth.com (or jeffrey.liebenderfer@cvshealth.com for questions or issues))	SBO Program Lead	6th Business Day of the Month	
Low Income Subsidy Payment	The Low Income Premium Subsidy is provided by CMS to economically disadvantaged members to help with monthly prescription benefit premiums. The SSA sends the approved members to CMS and CMS sends a subsidy monthly to the Plan Sponsor for the members. Members may gain or lose LIPS retrospectively for up to several years.	PBM MedD Billing to SBO	Monthly	ACH	Originating Bank	DHR Financials	6th Business Day of the Current Month	N/A
Direct Subsidy Detail Report	The Direct Subsidy is provided by CMS to all Medicare Part D members. CMS utilizes a complex formula based on the member medical history and other demographics to calculate a risk score. This score determines the amount of the monthly subsidy ceded to the Plan Sponsor to cover some of the expected drug costs of the member.	PBM MedD Billing to SBO	Monthly		PBMMedDBilling@cvshealth.com (or jeffrey.liebenderfer@cvshealth.com for questions or issues))	SBO Program Lead	6th Business Day of the Current Month	N/A
Direct Subsidy Payment	Advance monthly payments equal to the Part D plans' standardized bid, risk adjusted for health status of each member, minus monthly beneficiary premium	PBM MedD Billing to SBO	Monthly	ACH	Originating Bank	DHR Financials		
Prospective Catastrophic Reinsurance Detail Report		PBM MedD Billing to SBO	Monthly	Secure Mail	PBMMedDBilling@cvshealth.com (or jeffrey.liebenderfer@cvshealth.com for questions or issues))	SBO Program Lead	6th Business Day of the Current Month	
Prospective Catastrophic Reinsurance Payment	CMS will pay a prospective reinsurance payments on a PMPM (per member per month) basis to each Part D Calendar Year Self- Insured EGWP.	PBM MedD Billing to SBO	Monthly	ACH	Originating Bank	SOD DHR Financial Services	6th Business Day of the Current Month	

Prospective Catastrophic Reinsurance Amount Notification	Initial prospective reinsurance amount notification - December alert applying starting January of each year Mid-year prospective reinsurance amount adjustment notification - July alert applying starting August for the remainder of the year	PBM to SBO	December notice July notice	Standard email	PBM - SSI Sales Account Executive (Randall Bryniarski)	SBO Program Lead	Beginning of year and mid-year	
Financial Reporting and Payments								
Financial Summary Report (EGWP) (aka EGWP Subsidy Summary Report)	EGWP - Plan Performance Summary(PPS) Report	SSI to SBO	Monthly	Secure Email	SSI Account Management Team	SBO Program Lead/Deputy Director/GHIP Consultant	30 days following month end.	N/A
QB7 Financial Report		PBM to SBO	Quarterly	Secure Email	PBM - SSI Sales Account Executive (Randall Bryniarski)	SBO Program Lead /Benefits Manager /Deputy Director	30 days following close of quarter	35 days following the close of the quarter
Reinsurance ***Report*** (EGWP)	Final Settlement Report (2022 LICS Reins settlement state of DE). ETA 11/2023; from CMS.	SSI to SBO	Annual (Monthly Reinsurance available on the SSI Subsidy Statement)	Standard Email	PBMMedDBilling@cvshealth.com (or jeffrey.liebenderfer@cvshealth.com for questions or issues)	SBO Project Lead	180 min days close of plan year for CMS to calculate the payment.	NA
Reinsurance ***Payment*** (EGWP)	Window for reinsurance is 6months (180 days) after the plan year ends, but is subject to change based on any delays CMS may impose	SSI to SOD DHR Financial Services	Annual (Monthly Reinsurance available on the SSI Subsidy Statement)	ACH	SSI to State of DE	SOD DHR Financial Services	Payment is release 15 days after receipt from CMS .	N/A
Coverage Gap Discount ***Report*** (EGWP)	Two separate Reports: Cumulative PDF current report of the most current issuance and payment and past activity. Excel report is a summary report of the total about of discounts to date, broken out by Carrier Account Group.	SSI to SBO	Quarterly	standard email	PBMMedDBilling@cvshealth.com (or jeffrey.liebenderfer@cvshealth.com for questions or issues)	SBO Program Lead/Deputy Director/GHIP Consultant	90 days after quarter ends, 3rd qtr is released-120 days after the qtr end.	NA

Coverage Gap Discount ***Payment*** (EGWP)	Coverage Gap Discount is a program where drug manufacturers give a 50% rebate for claims that are filled while the member is in the "GAP" between the initial coverage phase and the catastrophic phase during the plan year. Claims are submitted to the third party administrator for CMS. On a quarterly basis, the drug manufacturers remit payments back to the Plan Sponsor via the third party administrator. Payments begin the third quarter of a calendar year for the first quarter discounts and continue quarterly thereafter. This rebate is not applied to members with LICS.	SSI to SOD DHR Financial Services	Quarterly	ACH	Originating Bank	SOD DHR Financial Services	1st, 2nd & 4th QTR: 90 days following close of QTR. 3rd QTR: 120 days following close of quarter.	N/A
Rebate Reports	*Rebates Distribution Summary Report. Includes invoiced data along with the guarantee payment calculation.*	PBM to SBO	Quarterly	Secure Email	PBM - Sales Account Executive (Randall Bryniarski)	SBO Program Lead /Benefits Manager /Deputy Director	60 days following close of quarter	N/A
Rebate ***Payment***		SSI to SOD Finanical Ops	Quarterly	ACH	Originating Bank	SOD OMB Financial Ops	estimated 60 days after the end of the quarter	
Manufacturer Payment Report		SSI to SOD	Quarterly and Annually	Hard Copy Mailed	PBM Corporate	Deputy director	approximately 90 days after quarter end.	NA
FWA		SSI to SOD	per occurrence	Secure Email	Per occurrence	SOD project lead	per occurrence	N/A
EGWP Performance Standards Reports	EGWP PPS Report, automatic monthly excel file	SSI to SOD	Monthly	Secure Email from Rx Navigator distribution services @ caremark.com	SSI Sales Account Executive for questions.	SBO Project Lead/Deputy Director	12th of each month	N/A
Annual Rebate Reconciliation Report		SSI to SOD	Annually	Secure Email	PBM - SSI Sales Account Executive (Randall Bryniarski)	SBO Project Lead/Deputy Director	240 days after the calendar year end	N/A
Annual Rebate Reconciliation payment **if applicable**		SSI to SOD	Annually	invoice credit	SSI Finance Staff	SOD OMB Financial Ops	if applicable the next invoice will be credited.	N/A

Discount Guarantee True-Up Report		SSI to SOD	Annually	Secure Email	PBM - SSI Sales Account Executive (Randall Bryniarski)	SBO Project Lead/Deputy Director/GHIP Consultant	No specific due date noted in contract	N/A
Discount Guarantee True-Up Payment **-if applicable**		SSI to SOD	Annually	check	SSI Finance Staff	Deputy Director	No specific due date noted in contract	N/A
Cashflow Projection Report	Historical/projected view of cashflows from revenue streams from CVS/CMS. Includes a "walkdown" projected PMPM cost for future years.	SSI to SOD	Bi-Annually	Secure Email	PBM - Sales Account Executive (Randall Bryniarski)	SBO Program Lead /Benefits Manager /Deputy Director/WTW	End of January and end of July	N/A
Account Management								
Performance Guarantees		PBM to SBO	Quarterly (with an Annual Recap)	secure email	PBM - SSI Sales Account Executive (Randall Bryniarski)	SBO Program Lead /Benefits Manager /Deputy Director	90 days following close of quarter	N/A
Quarterly Review & Report	Materials and Presentation provided by PBM Account Management Team at the quarterly review meetings. PBM will bring to Sponsor's attention any judgment, settlement, or pending litigation that could impact the Plan.	PBM to SBO	Quarterly	hard copies (6 or as requested) and secure email	PBM - SSI Sales Account Executive (Randall Bryniarski)	SBO Program Lead /Benefits Manager /Deputy Director	75 days following close of quarter	80 days following close of quarter for meeting materials. Should SBO staff request a delay for the quarterly meeting, the parties will discuss if the 80 days should be expanded
Account Team Survey	CVSH will administer the CRLS bi-annual survey for benchmarking and planning so that individual team members understand opportunities for personal assessments, process improvements, and health of the relationship for the business. State of Delaware to administer their survey quarterly to use for the Performance Guarantee measures.	PBM to SBO	Bi-Annually	secure email	PBM - SSI Sales Account Executive (Randall Bryniarski)	SBO Program Lead /Benefits Manager /Deputy Director	Spring Survey Fall Survey	N/A
Subcontractor Report	List of PBM's subcontractors. Should include name, contact information, scope of work and their access to PHI.	PBM to SBO	Annual or upon request	Secure Email	PBM - SSI Sales Account Executive (Randall Bryniarski)	SBO Program Lead /Benefits Manager /Deputy Director	45 days after year end. Include with annual review materials or upon request.	N/A

Attachment 17

ACCOUNT MANAGEMENT SURVEY

Account Management Team Survey

CARRIER NAME

FYXX - XXXX Quarter

Account Management Team Survey – Pharmacy Benefit Manager

For Reporting Period:

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 the Pharmacy Benefit Manager in serving as a provider of prescription drug 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 Agree 5	Agree 4	Somewhat Agree 3	Disagree 2	Strongly Disagree 1	For any "1" or "2" responses, please provide specific comments in the area below
1. Understands your benefits plan	❒	❒	❒	❒	❒	
2. Understands your business needs. Meets with you to establish needs and service expectations.	❒	❒	❒	❒	❒	
3. Understands your service expectations. Develops a business plan that incorporates the agreed upon needs and expectations.	❒	❒	❒	❒	❒	
4. Displays knowledge regarding prescription benefit products and services	❒	❒	❒	❒	❒	
5. Clearly explains your report results	❒	❒	❒	❒	❒	

Average Rating _____

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

	Strongly Agree 5	Agree 4	Somewhat Agree 3	Disagree 2	Strongly Disagree 1	For any "1" or "2" responses, please provide specific comments in the area below
6. Actively listens to and acknowledges your issues and concerns	❒	❒	❒	❒	❒	
7. Provides appropriate verbal communication	❒	❒	❒	❒	❒	
8. Provides appropriate written communication	❒	❒	❒	❒	❒	
9. Works with you to develop a positive working relationship	❒	❒	❒	❒	❒	

Average Rating _____

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

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

Average Rating _____

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

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

Average Rating _____

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

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

Average Rating _____

Overall Average Rating _____

Please include any other comments or suggested action steps:

Attachment 18

PAYROLL DEDUCTION COVERAGE SCHEDULE

2025 Schedule of Benefit Deductions by Pay Period

Paycheck Date	Pay Period Dates	Benefit Deduction For…
12/27/2024	12/01/24 – 12/14/24	First half of December
01/10/2025	12/15/24 – 12/28/24	Second half of December
01/24/2025	12/29/24 – 01/11/25	First half of January
02/07/2025	01/12/25 – 01/25/25	Second half of January
02/21/2025	01/26/25 – 02/08/25	First half of February
03/07/2025	02/09/25 – 02/22/25	Second half of February
03/21/2025	02/23/25 – 03/08/25	First half of March
04/04/2025	03/09/25 – 03/22/25	Second half of March
04/17/2025	03/23/25 – 04/05/25	First half of April
05/02/2025	04/06/25 – 04/19/25	Second half of April
05/16/2025	04/20/25 – 05/03/25	First half of May
05/30/2025	05/04/25 – 05/17/25	No Health or Commuter Deductions*
06/13/2025	05/18/25 – 05/31/25	Second half of May
06/27/2025	06/01/25 – 06/14/25	First half of June
07/11/2025	06/15/25 – 06/28/25	Second half of June
07/25/2025	06/29/25 – 07/12/25	First half of July
08/08/2025	07/13/25 – 07/26/25	Second half of July
08/22/2025	07/27/25 – 08/09/25	First half of August
09/05/2025	08/10/25 – 08/23/25	Second half of August
09/19/2025	08/24/25 – 09/06/25	First half of September
10/03/2025	09/07/25 – 09/20/25	Second half of September
10/17/2025	09/21/25 – 10/04/25	First half of October
10/31/2025	10/05/25 – 10/18/25	No Health or Commuter Deductions*
11/14/2025	10/19/25 – 11/01/25	Second half of October
11/26/2025	11/02/25 – 11/15/25	First half of November
12/12/2025	11/16/25 – 11/29/25	Second half of November
12/26/2025	11/30/25 – 12/13/25	First half of December

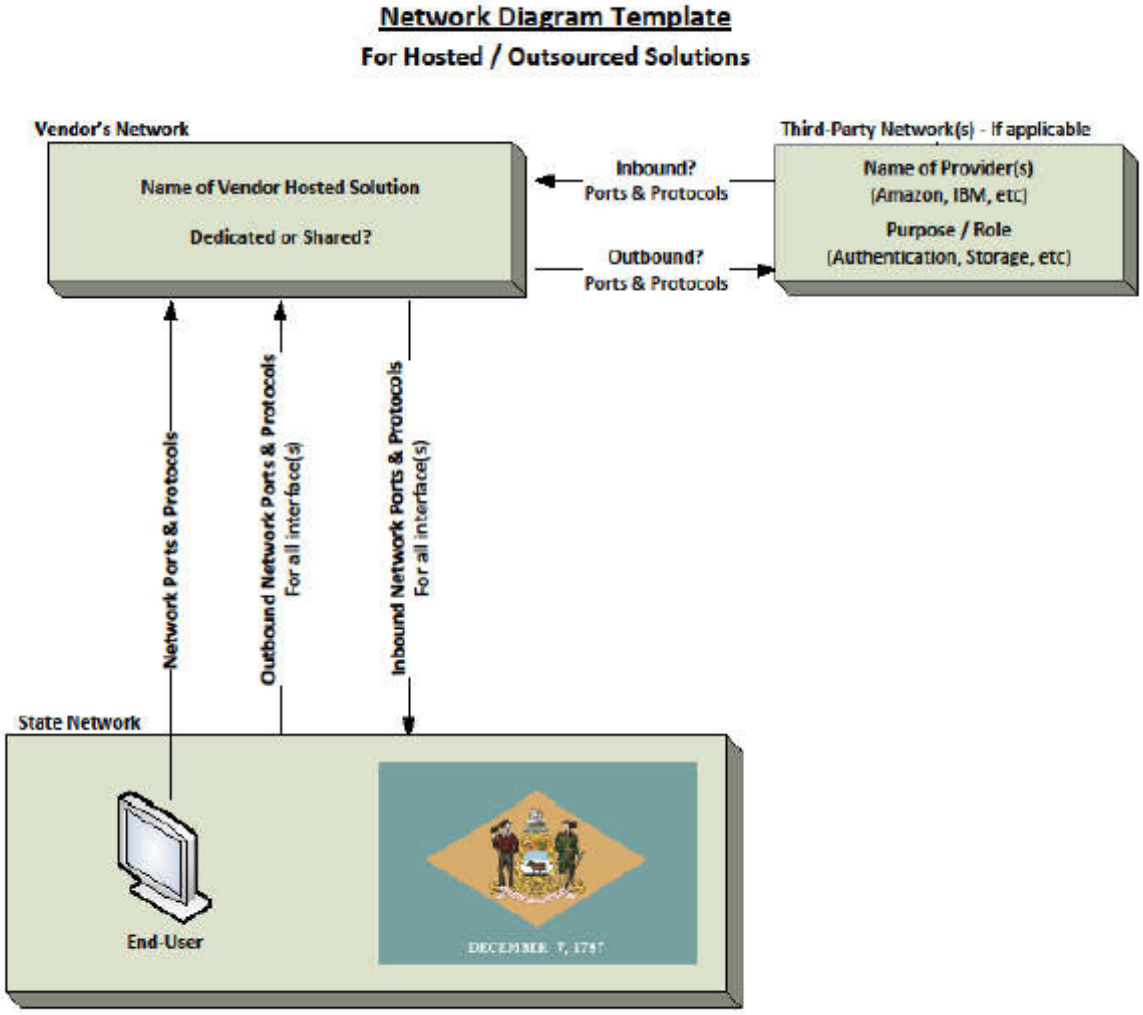
***Third Pay of the Month** - Medical, Dental, Vision, Pre-Tax Commuter, Supplemental benefits, and local school benefit deductions **will not** be taken on these dates. Benefit Refunds and Adjustments **will** be processed. Flexible Spending Account (FSA), State Life, Deferred Compensation (457(b)),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

Revised 10.18.2024

Attachment to PHRST Alert #63-24 – 2025 Schedule of Benefit Deductions by Pay Period

Attachment 19

Network Diagram Template



STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

Attachment 20

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

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

Contract/Agreement # _____, Appendix _____

between State of Delaware and _____dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data	
1	✔	✔	**Data Ownership:** The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.
2	✔	✔	**Data Usage:** The PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State's *Terms and Conditions Governing Cloud Services and Data Usage Policy*), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information. No party related to the PROVIDER or contracted by the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.
3	✔	✔	**Termination and Suspension of Service:** In the event of termination of the contract, PROVIDER shall implement an orderly return of State of Delaware data in CSV, XML, or another mutually agreeable format. The PROVIDER shall guarantee the subsequent secure disposal of State of Delaware data. a) Suspension of services: During any period of suspension, contract negotiation, or disputes, the PROVIDER shall not take any action to intentionally erase any State of Delaware data. b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally erase any State of Delaware data for a period of ninety (90) days after the effective date of the termination. All obligations for protection of State data remain in place and enforceable during this 90-day period. After such 90- day period has expired, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally or contractually prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession. Within this 90-day timeframe, the PROVIDER will continue to secure and back up State of Delaware data covered under the contract. c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement. Secure Data Disposal: When non-public data is provided by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods after ninety (90) days of the contract termination. The PROVIDER shall provide written certificates of destruction to the State of Delaware.

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

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

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

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

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between State of Delaware and _____dated _____
This document shall become part of the final contract.

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

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

STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

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

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

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

This document shall become part of the final contract.

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

FOR OFFICIAL USE ONLY
☐ **1-3 (Public**
☐ **1-11 (Non-Public**

Provider Name/Address (print):

_____

_____

Provider Authorizing Official Name (print):

_____

Provider Authorizing Official Signature:

_____

Date: _____

Form Revision Date: 8/21/23

Attachment 21

Cyber Responsibilities, Liability and Insurance

A. Vendor Protection of Customer Data

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

B. Definitions

Data Breach

1. In general the term "data breach" means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the State of Delaware that results in, or there is a reasonable basis to conclude has resulted in:

    1. 1 The unauthorized acquisition of personally identifiable information (PII); or

    1. 2 Access to PII that is for an unauthorized purpose, or in excess of authorization,

2. Exclusion

    2.1 The term "data breach" does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

Personally Identifiable Information (PII)

1. Information or data, alone or in combination that identifies or authenticates a particular individual.

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

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

Customer Data

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

Security Incident

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

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

1. Vendor shall notify State of Delaware, Department of Technology and Information (DTI) and State Benefits Office (SBO) without unreasonable delay when the vendor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.

1. 1 Should the State of Delaware or the awarded vendor determine that a data breach has actually occurred; the awarded vendor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by VENDOR, DTI, and SBO.

1. 2 Should any corrective action resultant from Section B.1.1. above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with DTI.

1. 3 In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by DTI.

1. 4 For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 *Del. C.* § 12B-101 the awarded vendor shall:

1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 *Del. C*. § 12B-101 of the Delaware Code.

1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.

1.4.3. Meet and confer with representatives of DTI and SBO regarding required remedial action in relation to any such data breach without unreasonable delay.

1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll-free telephone call center services.

D. No Limitation of Liability for Certain Data Breaches

1. Covered Data Loss

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

2. Covered Disclosure

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

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

E. Cyber Liability Insurance

1. An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, ***prior to execution of a contract***, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s).

2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount.

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

6	1,000,001 – 10,000,000	$100,000,000 per occurrence

F. Compliance

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

G. Media Notice

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

H. Points of Contact – Data Breach

1. State of Delaware

   Department of Technology and Information
   Solomon Adote, Chief Security Officer
   Solomon.adote@delaware.gov; 302.739.9631

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

Attachment 22

RESPONSE TO SCOPE OF SERVICES QUESTIONNAIRE

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

A. **Responsiveness** –

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

B. **Respond to Each Question** –

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

C. **Fees or Costs –** Fees or costs that are not included in your proposal and stated on the appropriate appendices (forms) will not be considered by the State. A fee only stated in a response to a question, whether or not we remind you to include a fee on the appropriate appendix or form, will not be considered! You must document ALL fees and costs in Attachment 31, Fee Quote.

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

1. Pharmacy Questionnaire - General

1. Please confirm each of the below listed State of Delaware Plan Design Details and provide any deviations within the "Notes" column. Each listed item is a feature of State of Delaware's current and proposed Plan Design/Benefit Design and it is imperative that PBM provides a full and accurate quote which aligns with each of the specific items listed in the table below. Additional details (as necessary) for each item are outlined within the "Additional Details" column. Please note that State of Delaware will not accept any deviations from the table below.
   a. Commercial

State of Delaware's Current and Proposed Plan Design	Response
Broad Retail Network	
Broad Retail 90 Network	
PBM's Standard Formulary with exclusions	
Pharmacy Benefit exclusions include: Non-Federal Legend Drugs (OTC) excepted where mandated by ACA, Investigational drugs, Prescription drugs that have OTC equivalents, Ostomy supplies, Blood Glucose Monitors not issued by the Health Plan Diabetes Care Management Program, Mifeprex, Cosmetic and hypopigmentation drugs, Dental fluoride products except where mandated by ACA, Allergy Sera and blood products, Erectile dysfunction agents, Hypoactive Sexual Desire Disorder (HSDD) Agents, Continuous Blood Glucose Monitoring Systems (e.g., monitor, transmitter, receiver, sensor), Insulin Pumps and Supplies, Peak Flow Meters and Nebulizers, Nutritional Supplements, Select Vitamins requiring a prescription, Periodontal Subgingival Implants, Medical Benefit Only Drugs (drugs designated to be covered under the health plan)	
Exclusive Specialty (including Biotek Remedys specialty pharmacy)	
Zero Specialty Grace Fill	
Prior Authorizations	
Step Therapies	
Quantity Limits	

b. EGWP

State of Delaware's Current and Proposed Plan Design	Response
Broad Retail Network	
Broad Retail 90 Network	
PBM's Standard Formulary with exclusions	
Pharmacy Benefit exclusions include: : Non-Federal Legend Drugs (OTC) excepted where mandated by ACA, Investigational drugs, Prescription drugs that have OTC equivalents, Ostomy supplies, Blood Glucose Monitors not issued by the Health Plan Diabetes Care Management Program, Mifeprex, Cosmetic and hypopigmentation drugs, Plan B One Step, Anti-Obesity Preparations, Weight Loss Medications, Dental fluoride products except where mandated by ACA, Allergy Sera and blood products, Erectile dysfunction agents, Hypoactive Sexual Desire Disorder (HSDD) Agents, Continuous Blood Glucose Monitoring Systems (e.g., monitor, transmitter, receiver, sensor), Insulin Pumps and Supplies, Peak Flow Meters and Nebulizers, Nutritional Supplements, Select Vitamins requiring a prescription, Periodontal Subgingival Implants, Medical Benefit Only Drugs (drugs designated to be covered under the health plan), Addyi	
Open Specialty	
Prior Authorizations	
Step Therapies	
Quantity Limits	

2. Attached is a description of the pharmacy benefit plan designs for State of Delaware, as well as the clinical programs in place today for Commercial and EGWP, Attachment #24 (Commercial Account Structure) and Attachment #25 (EGWP Account Structure) . Please provide your financial quote assuming no change in designs and clinical programs. Your offer should assume your most closely matched standard formulary and network to what State of Delaware currently has in place and all pharmacy lives provided in the data set. Additionally, please refer to, Attachment #24 (Commercial Account Structure) and Attachment #25 (EGWP Account Structure) that summarize the current account structure for Commercial and EGWP.

3. Confirm any "exceptions" that contradict or provide additional detail to questions and responses within this Questionnaire will not be accepted as part of your proposal. All details on your proposal must be included within your response to each applicable question as needed. Please review all Questionnaire responses, Financial Worksheets submission and any other documentation for accuracy and consistency across all responses. Caveat/Additional Clarification documents that conflict or provide additional information or language as compared to submitted Questionnaire and Financial Worksheets responses (outside of the specialty drug list) will not be accepted as a part of your proposal.

4. Review and sign the attached State of Delaware standard contractual documents.

5. Confirm that your organization agrees to assume full responsibility for accurately administering all of State of Delaware's plans in accordance with the plan design and terms.

6. Confirm you commit to a maximum ten (10) business day turnaround for contract reviews during negotiations.

7. Acknowledge that State of Delaware reserves the right to withhold identifying the PBM until the contract is signed by both parties.

8. Confirm that State of Delaware has the sole decision-making responsibility as it relates to benefit design and determining which medication categories are covered or excluded.

9. The State anticipates that the effective date of the contract awarded under this RFP will be July 1, 2026. It is anticipated that the award will be made in late 2025/early 2026. Please confirm that if you are selected for negotiation of a contract no later than December 31, 2025, you would be able to successfully implement Commercial pharmacy benefit management services for a May 2026 Open Enrollment period and a July 1, 2026, effective date, and EGWP pharmacy benefit management services for a January 1, 2027, effective date.

10. Assuming a vendor is selected for negotiation of a contract by December 31, 2025 and an anticipated Commercial effective date of July 1, 2026, as an exhibit provide a detailed implementation schedule and include steps required to implement the program, role played by the plan sponsor/vendor, testing of enrollment file feed(s), production and distribution of enrollment materials, contacts and personnel assigned to each step of the implementation process, establishment of online plan information, and online Open Enrollment in mid-May.

11. Please confirm that your organization will lead the implementation process taking direction from the State of Delaware. Describe what involvement would typically be expected from the SBO to support the implementation process.

12. 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 no later than 15 calendar days prior to effective date of the contract, contingent on plan benefit intent documents being completed and signed in a timely manner.

2. Contractual Provisions and Other Legal Requirements

1. Your organization agrees, upon termination of the relationship (regardless of which party terminates), to process run-out claims, at no cost, for a predetermined time of State of Delaware's choosing.

2. Your organization agrees, upon termination of the relationship (regardless of which party terminates), to provide transition files (open refill, prior authorization, claims history) at no additional cost for a period of at least one year.

3. Your organization agrees, upon implementation of the relationship, to accept transition files (open refill, prior authorization, claims history) at no additional cost.

4. Confirm the ability and flexibility to support State of Delaware, or an intra-state compact if the State chooses to join other states, with a strategy for direct contracting of select drugs with select manufacturers (e.g., direct negotiations with a pharmaceutical manufacturer for the pricing of one of their products, conducted by State of Delaware or its representative) at any time during the term of this agreement.

5. Confirm State of Delaware has the flexibility to focus on a specific therapy class or drug entity for contracting with Pharmaceutical Manufacturers, wholesalers, or others in determining channel or site of care, etc.

6. Please indicate if the PBM receives compensation from manufacturers, wholesalers, or others for providing the following programs/services to clients and their members and, if so, specify amounts or fee schedule for each program/ service:

Programs/Services	**Bidder receives compensation from manufacturers (Yes/No)**
Formulary compliance initiatives	
Clinical services	
Therapy management services	
Education services	
Inflation protection programs	
Medical benefit management services	
Cost containment programs	
Discount programs	

The sale of non-patient identifiable claim information	

7. Your organization will agree to disclose and pass through to State of Delaware all current sources of revenue attributable to their Rx Benefit including any monies or other payments from manufacturers or third parties. State of Delaware will not need to request this reporting and it will be provided, at a minimum, on a yearly basis.

8. Confirm you will remit to the client all rebates received from pharmaceutical companies on a quarterly basis within 90 days after the submitted quarter.

9. Confirm if you use "effective rate pharmacies," and if so, which pharmacies and what are the contractual terms, if not prohibited by reference to Title 18 of Delaware Code.

10. Describe your repackaging practices and pricing methodologies.

11. Please confirm if auto-refill option is at the State's discretion during implementation, and if so, what are standard thresholds?

3. Audit

1. Your organization will allow State of Delaware the right to audit all aspects of the pharmacy program managed by the your organization including financial terms, the specialty program, service agreements, administration, guarantees and all transparent and pass through components up to three years after termination of the contract at no cost to State of Delaware. The review of all aspects of the pharmacy program may include but will not be limited to: paid claims, the claim processing system, benefit set up accuracy, rebate agreements including point-of-sale rebates, performance guarantees, pricing guarantees, retail networks, retail network contracts, mail order services, specialty networks, acquisition pricing, Medicare Part D reconciliations, transparency, pricing benchmarks (e.g., AWP source), onsite assessments, operational assessments, clinical assessments, clinical programs including clinical utilization management criteria/evaluation process, eligibility, accumulator coordination and any financial amounts processed between the organization and/or pharmaceutical manufacturer copay coupons and/or third parties administering copay coupon maximization programs and customer service call monitoring for both the commercial plan and EGWP plan, if applicable.

2. All documentation needed to complete the audit will be provided by your organization, including documentation related to previously identified errors which occurred during the audit time frame.

3. Audits will be conducted by a firm selected by State of Delaware.

4. Confirm the PBM cannot charge State of Delaware or audit firm for plan set-up documentation or to pull claims or related data for audit.

5. Confirm that audit recovery overpayments will not be offset by any potential underpayments identified by the audit.

6. Confirm that your organization will agree to pass through to State of Delaware 100% recovery of retail pharmacy audit recoveries and overpayments.

7. Confirm that your organization will confirm that each contract year 5% of retail, mail and specialty pharmacies that submit at least 500 claims will be audited and will include claims paid under the State of Delaware plan. A report of State of Delaware's recoveries shall be provided at least annually and upon request by State of Delaware.

8. Confirm that your organization will conduct a daily review of claims over $999 for accuracy.

9. Confirm that your organization will conduct a daily review of claims over $999 will be provided to State of Delaware at a minimum on a quarterly basis.

10. The PBM must agree to have full liability for claim processing accuracy upon written confirmation of State of Delaware's intent for plan design and other program set up.

11. Confirm your organization agrees to provide a detailed explanation of any issues identified in an onsite or virtual rebate audit. Simply stating the claim was not eligible for rebates without furnishing additional explanation as to why the claims were ineligible for rebates, will not be acceptable.

12. Confirm that if a rebate aggregator is used, that rebate audits will include four (4) quarters of claims with no less than 20 pharmaceutical manufacturers and/or 60% of rebate spend and will include any contracts and data between the GPO/aggregator and the manufacturer.

13. Confirm your organization owns its rebate contracts directly with pharmaceutical manufacturer companies and does not use a rebate aggregator. If an aggregator is utilized, rebate contracts will be fully auditable with up to 20 pharmaceutical manufacturers or at highest level of access as allowed by vendor agreement with rebate aggregator.

14. Confirm your organization must agree to pass through to State of Delaware 100% of all error recoveries and overpayments, both plan and member, (even if recovery is not made), regardless if the error or overpayment was discovered through an internal audit, a State of Delaware audit, or through other means, and regardless of the point in time the error(s) is/are found.

15. Confirm your organization will allow State of Delaware, or State of Delaware's consultant, the right to review the internal testing completed for State of Delaware's Commercial Plan and EGWP Plan for any plan design or clinical changes, including any significant design changes (e.g., change in formulary, new plan option, significant plan design changes), if applicable, prior to the effective date of the plan on an annual basis.

16. Confirm your organization will allow State of Delaware, or State of Delaware's consultant, the right to create and submit up to 200 test claims for State of Delaware's Commercial Plan and EGWP Plan as part of a pre or post implementation audit.

17. Please provide the number of claims that would be typically tested in advance of a new client's effective date, to ensure the plan is set up accurately. This is for internal PBM testing.

18. Confirm PBM will be responsible for reimbursing shortfalls regardless of whether a plan or member impact occurred due to coding errors made by the PBM.

19. Confirm your proposal assumes no additional charges for claims files or other necessary documents to State of Delaware for audits of any population, including, but not limited to, pre-implementation audit, annual claims audit and annual benefit audit, rebate audit, etc.

20. Confirm your proposal allows State of Delaware to conduct multiple ongoing audits of the pharmacy benefit for any population and will not charge State of Delaware for claims files or other necessary documentation in order to implement these audits.

21. Confirm for smaller scale, streamlined focus audits (for example, eligibility, accumulator coordination, customer service, implementation audits, etc.) the turnaround times will be shortened accordingly due to low or no claim samples for review.

22. Confirm your organization will not request a member to fund any processing errors, which resulted in a Plan overpayment, for any reason.

23. Confirm PBM will honor rebates to the guarantees if the contract or amendment language is silent on any rebate classification within the client's claims experience. On any silent or unclear definitions, the guarantee that is most favorable to State of Delaware will apply.

24. Confirm any specialty copay assistance/coupon programs are fully transparent and auditable including verification of appropriate fees paid in alignment with the contract terms.

25. Confirm any point solution or clinical program administrative charges are fully transparent and auditable regardless of PBM owned or third party agreements.

26. Confirm that the audit sample claim size will be at least 500 claims per population per year. This sample claim size may increase should State of Delaware include any additional components to audit, such as any clinical or accumulator reviews.

27. Confirm PBM will provide written confirmation acknowledging PBM's approval of the audit timeline, within five days after the claims audit planning meeting.

28. Confirm that PBM will provide full claims file to auditors, upon request, of claims cost with and without the impact of POS rebates (if applicable).

29. Confirm PBM will provide complete responses to any audit follow-up questions pertaining to PBM's responses within 10 business days.

30. Confirm PBM will provide complete responses to all issues presented within the audit Executive Summary report which include:

    i. System programming correction date or training measures in the case of manual errors

ii. Final financial impact of the error, including pre-audit and post-audit time period
iii. Date and method of payment for monies owed to State of Delaware and its members

31. Confirm that, in the event the audit Executive Summary report findings are not contested by PBM within the thirty (30) day time period following their presentation to State of Delaware (i.e., with clear documentation and all evidence to the contrary), PBM will assume full financial impact of all unaddressed findings.

32. Confirm PBM will provide separate information upon request including ingredient cost, discounts and rebates per claim to allow for complete auditing of POS rebate plan design.

33. Confirm significant confirmed error recoveries will be paid prior to closure of all audit items, and will not be delayed to wait for all errors to be researched and resolved.

34. Confirm all reimbursements will be made no later than 30 calendar days after all parties have agreed to the final error and impact amounts.

35. Confirm the PBM will partner with State of Delaware's auditor prior to audit programming to confirm the inclusion/exclusion rules for all financial guarantee measurement, including but not limited to: discounts, dispensing fees, rebates and admin fees.

36. The PBM agrees to share its own reconciliation report claim file used to measure its self-reported performance relative to the contract guarantees.

37. What root cause correction plan is in place to ensure errors discovered in audits are appropriately corrected, tested and do not occur again?

38. Confirm the PBM will allow for quarterly audits instead of annual audits for claims only.

39. Provide requirements for real time, ongoing audits of claim processing and the ability to provide real time data to an audit company by January 1, 2027.

4. PBM Performance Guarantees

Instructions: The State requires bidders to agree to place a percentage of fees per contract year at risk for performance guarantees. Please confirm your organization agrees to the performance guarantees proposed. Please also provide fees or dollars at risk for ongoing and implementation performance guarantees. If you are providing both a commercial and EGWP offer, please note these amounts separately. If you propose alternative guarantees, performance results, or definitions, please reflect in the comments specific to the performance guarantee. You are encouraged to provide additional amounts 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.

Terms: The performance guarantees will be measured when stated, as applicable, and at the end of the project. Penalties will be assessed and paid within thirty (30) days.

Commercial Implementation Performance Guarantees

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, 2026 for Commercial (March 1, 2027 for EGWP), the State will determine whether an overall rating of satisfactory was met. Penalty payments, if any, will be made by December 31, 2026 for Commercial (June 30, 2027 for EGWP).

1. **Non-Incumbent's Implementation:**
   a. Confirm your organization agrees to the terms of the implementation performance guarantees outlined in Attachment 15 – Performance Guarantees of this RFP.

   b. **Future Contract Development** - The PBM will prepare the first draft of the contract and will incorporate all of the Minimum Requirements and Contract Terms and Conditions from both Phases of this RFP. 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. Confirm agreement to meet and propose the Fee at Risk ($ or % of Total Annual Fee At Risk).

   c. **Implementation and Account Management** - 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. Confirm agreement to meet and propose the Fee at Risk ($ or % of Total Annual Fee At Risk).

   d. **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. Confirm agreement to meet and propose the Fee at Risk ($ or % of Total Annual Fee At Risk).

   e. **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. Confirm agreement to meet and propose the Fee at Risk ($ or % of Total Annual Fee At Risk).

2. Incumbent's Implementation

a. Confirm your organization agrees to the terms of the implementation performance guarantees outlined in Section 2.4.1 of this RFP and on Attachment 15 – Performance Guarantees.

b. **Future Contract Development** - The PBM will prepare the first draft of the contract and will incorporate all of the Minimum Requirements and Contract Terms and Conditions

c. from both Phases of this RFP. 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. Confirm agreement to meet and propose the Fee at Risk ($ or % of Total Annual Fee at Risk) on Attachment 15 - Performance Guarantees.

d. **Terms:** (CARRIER) will perform a review of its records to determine whether each standard was met for the time period of the quarter immediately preceding the 45th day of the month following the end of a quarter (for example, November 15 for the first quarter of the plan year - July 1 to 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.

3. Commercial Ongoing Performance Guarantees

Payment Accuracy and System Performance

a. **Financial Accuracy.** PBM will guarantee that at least 99.5% of Claim payments will be processed accurately according to Client's benefit Plan design and contractual guarantees. Measurement: Claims payments made without error relative to the total dollars paid. This is measured on a client specific basis.

b. **System Downtime.** Your organization will guarantee at least 99.5% access to its systems by all the retail pharmacies in PBM's network 24 hours a day, 7 days a week, 365 days a year, excluding systems downtime, telecommunications failure, or other circumstances outside the control of the PBM.

c. **Internet Availability Rate.** Your organization will guarantee that your website will be operational at least 98% of the time. Measurement: Percentage of hours that PBM's internet site is operational, excluding scheduled maintenance.

d. **Claims Enrollment Data.** Your organization will guarantee that all enrollment will be uploaded with 100% accuracy not to exceed (1) business day provided accurate and complete eligibility files are electronically transmitted by 10:00 am Eastern Time. If for any reason the eligibility file cannot be loaded properly or there are significant issues with the file, PBM will notify client within this one-day time period. This is measured on a client specific basis.

e. **Enrollment Data Error Reporting.** Your organization will guarantee that enrollment file error reporting on all enrollment file updates will be provided to the State of Delaware within two (2) business days.

f. **Invoicing Errors.** PBM will guarantee that all invoicing errors will be credited back to Client within 30 days of agreement on the amount due or PBM will pay a penalty of $1,000 per day beyond 30 days from the date of the agreement, up to the maximum amount at risk allocated for this standard. Invoicing Errors shall mean administrative or service fee errors.

g. **Plan Administration Accuracy:** PBM's account team shall document requirements and secure Client sign off on all Plan change requests. PBM will accurately capture Client intent as mutually agreed upon in writing, implement all Plan design and/or other requested changes (e.g., clinical programs, pricing, other programs, etc.) and conduct appropriate testing to confirm accuracy prior to the effective date of the change. PBM must provide Client at least five (5) Business Days prior to any PBM submission deadlines to review the PBM documents required to implement any program/Plan changes. Confirmation of the accurate Plan change set up will be provided by PBM to Client prior to the effective date of the change.

h. **Timely Data Feeds** PBM will guarantee 100% accurate and timely data feeds on a per file and on a "missed" Business Day basis (e.g., inaccurate, missed or late transmissions will be charged a penalty per file plus an additional penalty for each Business Day until such file is successfully delivered.) The definition of timely and accurate will be mutually agreed upon between PBM and Client.

4. Account Management

a. **Member Communication Mailing Errors.** PBM guarantees that 100% of ID cards and welcome booklets shall be accurate. Should an ID card or welcome booklet be sent in error or contain erroneous information regarding any aspect of the Plan's administration, PBM shall pay a penalty per erroneous document not to exceed $1000 per erroneous document up to the total annual penalty. This guarantee excludes errors made by Client only.

b. **Account Management Satisfaction.** Client may assess a penalty per Contract Year and each successive Contract Year, Client's benefits staff do not rate the account team's performance for such Contract Year an average of 3 or better on a scale of 1 to 5 (5 being the best based on a range of performance criteria agreed to between Client and PBM at the beginning of such Contract Year). All members of the account team will be reviewed as part of this guarantee measurement. Final measurement of Client's satisfaction with the account team will be subjective and will be based upon Attachment 17 to the RFP, Account Management Survey.

c. **Account Management Meetings.** PBM guarantees that your company will attend and actively participate at Statewide Benefits Office's request in Benefit Representative meetings, educational sessions and health fairs at no cost to the State.

d. **Account Management Issue Resolution:** PBM guarantees that if any issue cannot be resolved within two (2) Business Days, PBM will, within one (1) Business Day of receipt by the account manager, agree to a resolution timeline via electronic or verbal communication with the requestor. PBM account manager will maintain an issue log to track these items. “Issue” may be a complaint by a member, an adjudication error, or any other item that is being tracked on the issue log.

5. Member Services

a. **Mail Order Dispensing Accuracy Rate.** PBM guarantees that 99.99% of prescriptions will be dispensed with the correct drug and strength. Measurement: Number of accurately ordered mail order pharmacy prescriptions divided by number of all mail order pharmacy prescriptions dispensed during the year. Measured based on PBM's book of business. Performance standards for PBM's Mail Service Pharmacy assume a minimum of 1,000 Mail Service Pharmacy prescriptions submitted annually.

b. **Mail Turnaround - Prescriptions Not Requiring Intervention.** PBM guarantees that 95% of prescriptions dispensed within an average of two (2) business days and 100% within an average of three (3) business days. Performance standards for PBM's Mail Service Pharmacy assume a minimum of 1,000 Mail Service Pharmacy prescriptions submitted annually.

c. **Mail Turnaround - Prescriptions Requiring Intervention.** PBM guarantees that 95% of prescriptions dispensed within an average of four (4) business days and 100% within an average of five (5) business days. Performance standards for PBM's Mail Service Pharmacy assume a minimum of 1,000 Mail Service Pharmacy prescriptions submitted annually.

d. **Phone Average Speed of Answer.** PBM guarantees that 100% of member calls shall be answered within an average of 30 seconds (excluding IVR).

e. **Phone Abandonment Rate.** PBM guarantees that 100% of Member calls shall be answered with an abandonment rate of 3% of less; excluding IVR and excluding calls abandoned by the member in the first thirty (30) seconds.

f. **Written Inquiry Answer Time.** PBM guarantees that 95% of e-mail or letter inquiries responded to within five (5) business days - 100% within ten (10) business days.

g. **Direct Member Reimbursement Response Rate.** PBM guarantees that 100% of manually submitted claims will be processed within 14 calendar days.

h. **Member Satisfaction Survey.** The PBM agrees to conduct a Member Satisfaction Survey for each contract year. The Satisfaction Rate will be 90% or greater. A yearly penalty may be assessed against the PBM for failure to meet this standard. "Member Satisfaction Rate" means (i) the number of Eligible Persons responding to PBM annual standard Patient Satisfaction Survey as being satisfied with the overall performance under the Integrated Program divided by (ii) the number of Eligible Persons responding to such annual Patient Satisfaction Survey. For the Performance standard to be applicable the response rate must be statistically significant. Measured annually from the State of Delaware's participants based on the average of quarterly surveys conducted by phone.

i. **State Approval of Member Communications.** PBM guarantees that 100% of all member communications will be approved by the State of Delaware - exceptions for drug recalls, urgent patient safety communications, and standard documents of an operational nature.

j. **Issue Resolution: State Staff Involvement / Escalation.** PBM guarantees that PBM will resolve 98% of Member issues within two (2) Business Days for any case that required the involvement of Client's staff due to incorrect or incomplete information being provided by PBM. If not resolved within 72 hours, a penalty will be applied of $5,000 per case, up to the annual maximum amount at risk allocated by Client. The penalty is based on per case below 98% target.

k. **First Call Resolution.** PBM will resolve at least 95% of issues at the first point of contact. First call resolution is the number of inquiries completely resolved at the time of initial contact divided by the total inquiries.

6. Reports

a. **Ad-hoc Reports.** PBM guarantees that a minimum of 98% of *ad hoc* reports will be accurate and delivered to the State of Delaware within seven (7) business days of the request. *Ad hoc* reports are defined as reports that are not part of PBM's standard reporting package. This is measured on a client specific basis.

b. **Standard Reports.** PBM guarantees that a minimum of 100% of standard reports will be accurate and delivered to Client by the target date specified in Attachment #16 to the RFP, Master Report List – Commercial. During the term of the Agreement, Client and PBM can change the reporting requirements by mutual written agreement.

7. Audits

a. **Provide Data Extract Requested.** PBM guarantees to provide a claims file in standard format within 30 days of request date or 10 days of the executed confidentiality agreement (whichever occurs later).

b. **Provide Complete Response to Data Request.** PBM guarantees to provide a complete response to Claims data request within thirty (30) Business Days of request.

c. **Providing Initial Response to Audit Findings.** PBM guarantees to provide an initial response to audit findings within 45 business days of receipt of findings.

d. **Pharmacy Audit Resolution.** PBM guarantees that within six (6) months of identification and notification to PBM by Client or its designee except if a pharmacy grievance or litigation is pending, PBM will resolve all processing errors.

8. Open Enrollment

a. **Open Enrollment Readiness:** PBM will guarantee to provide the State of Delaware open enrollment readiness support each contract year, provided the State of Delaware has submitted final requirements at least three months prior to open enrollment. Such support shall include training PBM customer service on the changes, implementing plan design changes, accurate set up of open enrollment website, including pricing, plan design, network and formulary look up, and any additional the State of Delaware-specific culture changes as reasonably requested by the State of Delaware and providing accurate member communications (printed materials) (as requested by the State of Delaware). PBM will perform testing of customer service calls to measure accuracy of responses. PBM will perform testing of the open enrollment website to measure accuracy of plan design and functionality of the website. All test results will be documented, reviewed and sent to the State of Delaware prior to open enrollment.

b. This support will be set up and functioning accurately by the State of Delaware's first day of open enrollment. Open enrollment is conducted in May for the Commercial plan. This is measured on a client specific basis.

9. Other Guarantees

a. **Innovative Guarantees.** Please outline any unique and innovative guarantees that you are offering as part of your proposal, or are willing to provide to the State of Delaware. For example, PBM guarantees the customer care representatives will provide accurate information to all members. This may also include guarantees such as integration, improved outcomes, trend, etc. Please outline the guarantee, amount at risk and measurement. If needed, this guarantee outline can be included in your pricing supplement documentation.

10. Contract Amendment Turnaround Time and Accuracy Performance Guarantees

a. **Contract Amendment Turnaround Time and Accuracy:** PBM agrees to provide initial and subsequent drafts of the contract amendments within ten (10) Business Days following receipt of formal requests/comments from the consultant or the State of Delaware relating to the contract amendment. PBM also agrees that the contract amendment drafts will accurately reflect agreed upon changes. Measurement will be on a per draft and on a “missed” business day basis (e.g., inaccurate, missed or late drafts will be charged a penalty per draft plus an additional penalty for each business day until such draft is successfully delivered.)

b. **EGWP Implementation Performance Guarantees**

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, 2026, for Commercial (March 1, 2027, for EGWP), the State will determine whether an overall rating of satisfactory was met. Penalty payments, if any, will be made by December 31, 2026, for Commercial (June 30, 2027, for EGWP).

11. Non-Incumbent's Implementation:

a. Confirm your organization agrees to the terms of the implementation performance guarantees outlined in Attachment 15 – Performance Guarantees of this RFP.

b. **Future Contract Development** - The PBM will prepare the first draft of the contract and will incorporate all of the Minimum Requirements from both Phases of this RFP. 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. Confirm agreement to meet and propose the Fee at Risk ($ or % of Total Annual Fee At Risk).

c. **Implementation and Account Management** - 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. Confirm agreement to meet and propose the Fee at Risk ($ or % of Total Annual Fee At Risk).

d. **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. Confirm agreement to meet and propose the Fee at Risk ($ or % of Total Annual Fee At Risk).

e. **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. Confirm agreement to meet and propose the Fee at Risk ($ or % of Total Annual Fee At Risk).

12. Incumbent's Implementation

a. Confirm your organization agrees to the terms of the implementation performance guarantees outlined in Section 2.4.1 of this RFP and on Attachment 15 – Performance Guarantees.

b. **Future Contract Development** - The PBM will prepare the first draft of the contract and will incorporate all of the Minimum Requirements and Contract Terms and Conditions from both Phases of this RFP. 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. Confirm agreement to meet and propose the Fee at Risk ($ or % of Total Annual Fee at Risk) on Attachment 15 - Performance Guarantees.

c. **Terms:** (CARRIER) will perform a review of its records to determine whether each standard was met for the time period of the quarter immediately preceding the 45th day of the month following the end of a quarter (for example, November 15 for the first quarter of the plan year - July 1 to 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

13. EGWP Ongoing Administration

a. Payment Accuracy & System Performance

1. **EGWP Financial Accuracy.** PBM will guarantee that at least 99.5% of Claim payments will be processed accurately according to The State's benefit Plan design and contractual guarantees. Measurement: Claims payments made without error relative to the total dollars paid.

2. **EGWP System Downtime.** Your organization will guarantee at least 99.5% access to its systems by all the retail pharmacies in PBM's network 24 hours a day, 7 days a week, 365 days a year, excluding systems downtime, telecommunications failure, or other circumstances outside the control of the PBM.

3. **EGWP Internet Availability Rate.** Your organization will guarantee that your website will be operational at least 98% of the time. Measurement: Percentage of hours that PBM's internet site is operational, excluding scheduled maintenance.

4. **EGWP Claims Enrollment Data.** Your organization will guarantee that all enrollment will be uploaded with 100% accuracy not to exceed (1) business day provided accurate and complete eligibility files are electronically transmitted by 10:00 am Eastern. If for any reason the eligibility file cannot be loaded properly or there are significant issues with the file, PBM will notify client within this one-day time period. This is measured on a client specific basis.

5. **EGWP Enrollment Data Error Reporting.** Your organization will guarantee that enrollment file error reporting on all enrollment file updates will be provided to State of Delaware within two (2) business days.

6. **EGWP Invoicing Errors.** PBM will guarantee that all invoicing errors will be credited back to The State within 30 days of agreement on the amount due or PBM will pay a penalty of $1,000 per day beyond 30 days from the date of the agreement, up to the maximum amount at risk allocated for this standard. Invoicing Errors shall mean administrative or service fee errors

7. **EGWP Plan Administration Accuracy:** PBM's account team shall document requirements and secure The State sign off on all Plan change requests. PBM will accurately capture The State intent as mutually agreed upon in writing, implement all Plan design and/or other requested changes (e.g., clinical programs, pricing, other programs, etc.) and conduct appropriate testing to confirm accuracy prior to the effective date of the change. PBM must provide The State at least five (5) Business Days prior to any PBM submission deadlines to review the PBM documents required to implement any program/Plan changes. Confirmation of the accurate Plan change set up will be provided by PBM to The State prior to the effective date of the change.

8. **EGWP Timely Data Feeds.** PBM will guarantee 100% accurate and timely data feeds on a per file and on a "missed" Business Day basis (e.g., inaccurate, missed or late transmissions will be charged a penalty per file plus an additional penalty for each Business Day until such file is successfully delivered.) The definition of timely and accurate will be mutually agreed upon between PBM and The State.

14. Account Management

a. **EGWP Member Communication Mailing Errors.** PBM guarantees that 100% of ID cards and welcome booklets shall be accurate. Should an ID card or welcome booklet be sent in error or contain erroneous information regarding any aspect of the Plan's administration, PBM shall pay a penalty per erroneous document not to exceed $1000 per erroneous document up to the total annual penalty. This guarantee excludes errors made by The State only.

b. **EGWP PBM Account Team's Performance.** The State of Delaware may assess a penalty per Contract Year and each successive Contract Year, the State of Delaware's benefits staff do not rate the account team's performance for such Contract Year an average of 3 or better on a scale of 1 to 5 (5 being the best based on a range of performance criteria agreed to between the State of Delaware and the PBM at the beginning of such Contract Year). All members of the State of Delaware's account team will be reviewed as part of this guarantee measurement. Final measurement of client's satisfaction with their account team will be subjective and will be based upon Attachment 17, Account Management Survey.

c. **EGWP Meeting Attendance.** PBM guarantees that your company will attend (in person if required) and actively participate at Statewide Benefits Office's request in Benefit Representative meetings, educational sessions and health fairs at no cost to the State.

d. **EGWP Account Management Issue Resolution.** PBM guarantees that if any issue cannot be resolved within two (2) Business Days, PBM will, within one (1) Business Day of receipt by the account manager, agree to a resolution timeline via electronic or verbal communication with the requestor. PBM account manager will maintain an issue log to track these items. “Issue” may be a complaint by a member, an adjudication error, or any other item that is being tracked on the issue log.

15. Member Services

a. **EGWP Mail Order Dispensing Accuracy Rate.** PBM guarantees that 99.99% of prescriptions will be dispensed with the correct drug and strength. Measurement: Number of accurately ordered mail order pharmacy prescriptions divided by number of all mail order pharmacy prescriptions dispensed during the year. Measured based on PBM's book of business. Performance standards for PBM's Mail Service Pharmacy assume a minimum of 1,000 Mail Service Pharmacy prescriptions submitted annually.

b. **EGWP Mail Turnaround - Prescriptions Not Requiring Intervention.** PBM guarantees that 95% of prescriptions dispensed within an average of two (2) business days and 100% within an average of three (3) business days. Performance standards for PBM's Mail Service Pharmacy assume a minimum of 1,000 Mail Service Pharmacy prescriptions submitted annually.

c. **EGWP Mail Turnaround - Prescriptions Requiring Intervention.** PBM guarantees that 95% of prescriptions dispensed within an average of four (4) business days and 100% within an average of five (5) business days. Performance standards for PBM's Mail Service Pharmacy assume a minimum of 1,000 Mail Service Pharmacy prescriptions submitted annually.

d. **EGWP Phone Average Speed of Answer.** PBM guarantees that 100% of member calls shall be answered within an average of 30 seconds (excluding IVR).

e. **EGWP Phone Abandonment Rate.** PBM guarantees that 100% of Member calls shall be answered with an abandonment rate of 3% of less; excluding IVR and excluding calls abandoned by the member in the first thirty (30) seconds.

f. **EGWP Written Inquiry Answer Time.** PBM guarantees that 95% of e-mail or letter inquiries responded to within five (5) business days - 100% within ten (10) business days.

g. **EGWP Direct Member Reimbursement Response Rate.** PBM guarantees that 100% of manually submitted claims will be processed within 14 calendar days.

h. **EGWP Member Satisfaction Survey.** The PBM agrees to conduct a Member Satisfaction Survey for each contract year. The Satisfaction Rate will be 90% or greater. A yearly penalty may be assessed against the PBM for failure to meet this standard. "Member Satisfaction Rate" means (i) the number of Eligible Persons responding to PBM annual standard Patient Satisfaction Survey as being satisfied with the overall performance under the Integrated Program divided by (ii) the number of Eligible Persons responding to such annual Patient Satisfaction Survey. For the Performance standard to be applicable the response rate must be statistically significant. Measured annually from the State of Delaware's participants based on the average of quarterly surveys conducted by phone.

i. **EGWP State Approval of Member Communications.** PBM guarantees that 100% of all member communications will be approved by the State of Delaware - exceptions for drug recalls, urgent patient safety communications, and standard documents of an operational nature.

j. **Issue Resolution: State Staff Involvement / Escalation.** PBM guarantees that PBM will resolve 98% of Member issues within two (2) Business Days for any case that required the involvement of The State's staff due to incorrect or incomplete information being provided by PBM. If not resolved within 72 hours, a penalty will be applied of $5,000 per case, up to the annual maximum amount at risk allocated by The State. The penalty is based on per case below 98% target.

k. **First Call Resolution.** PBM will resolve at least 95% of issues at the first point of contact. First call resolution is the number of inquiries completely resolved at the time of initial contact divided by the total inquiries.

16. Reports

a. **EGWP Ad-hoc Reports.** PBM guarantees that a minimum of 98% of *ad hoc* reports will be accurate and delivered to The State within seven (7) Business Days of the request or by a mutually agreed upon date. *Ad hoc* reports are defined as reports that are not part of PBM 's standard reporting package.

b. **EGWP Standard Reports.** PBM guarantees that a minimum of 100% of standard reports will be accurate and delivered to the State of Delaware by the target date specified in Attachment 16 , Master Report List - EGWP. If you are the selected bidder, you agree that during the term of the Agreement, the State of Delaware and PBM can change the reporting requirements by mutual written agreement. This is measured on a client specific basis.

17. Audits

a. **EGWP Provide Data Extract Requested.** PBM guarantees to provide a claims file in standard format within 30 days of request date or 10 days of the executed confidentiality agreement (whichever occurs later).

b. **EGWP Provide Complete Response to Data Request.** PBM guarantees to provide a complete response to claims date request within thirty (30) days of request.

c. **EGWP Providing Initial Response to Audit Findings.** PBM guarantees to provide an initial response to audit findings within 45 business days of receipt of findings.

d. **EGWP Pharmacy Audit Resolution.** PBM guarantees that within six (6) months of identification and notification to PBM by the State of Delaware or its designee, except if a pharmacy grievance or litigation is pending, PBM will resolve all processing errors.

18. PDP Standards

a. PDP Member Appeal Resolution Time. PBM guarantees 97% of standard appeals within seven (7) business days; 97% of expedited appeals within 72 hours.

b. **PDP Initial Coverage Determination Time.** PBM guarantees 97% of standard determinations within 72 hours; 97% of determinations in 24 hours.

c. **PDP Prescription Drug Event (PDE) Submission Time.** PBM guarantees 99% of prescription claims to be reported within ninety (90)days of date of service.

d. **PDP Member Explanation of Benefit Mailing.** PBM guarantees 98% of PDP Member Explanation of Benefit Mailings will be sent by the end of month subsequent to the reporting month.

e. **PDP Reporting.** PBM guarantees that at no cost to the State of Delaware, PBM will prepare and provide reports set forth in Attachment 16, Master Report List - EGWP. During the term of the Agreement, the State of Delaware and PBM may change the reporting requirements by mutual written agreement. The reports set forth in the Attachment #16, Master Report List - EGWP will be available within the time periods set forth in Attachment 16 , Master Report List , or as soon as reasonably possible. This Standard is measured and calculated on a Client-specific basis. PBM will make every effort to provide the reports in Attachment 16, Master Report List, within the target time frames. However, in those instances in which PBM must rely on a third party in order to provide the reports, PBM reserves the right to work with the State of Delaware to identify a mutually agreeable delivery date if the third party has delays in providing the necessary data for the report.

19. Open Enrollment

a. **EGWP Open Enrollment Readiness:** PBM will guarantee to provide the State of Delaware open enrollment readiness support each contract year, provided the State of Delaware has submitted final requirements at least three months prior to open enrollment. Such support shall include training PBM customer service on the changes, implementing

plan design changes, accurate set up of open enrollment website, including pricing, plan design, network and formulary look up, and any additional the State of Delaware-specific culture changes as reasonably requested by the State of Delaware and providing accurate member communications (printed materials) (as requested by the State of Delaware). PBM will perform testing of customer service calls to measure accuracy of responses. PBM will perform testing of the open enrollment website to measure accuracy of plan design and functionality of the website. All test results will be documented, reviewed and sent to the State of Delaware prior to open enrollment. This support will be set up and functioning accurately by the State of Delaware's first day of open enrollment. Open enrollment is conducted in March for the EGWP plan. This is measured on a client specific basis.

20. Other Guarantees

a. **EGWP Innovative Guarantees.** Please outline any unique and innovative guarantees that you are offering as part of your proposal, or are willing to provide to the State of Delaware. For example, PBM guarantees the customer care representatives will provide accurate information to all members. This may also include guarantees such as integration, improved outcomes, trend, etc. Please outline the guarantee, amount at risk and measurement. If needed, this guarantee outline can be included in your pricing supplement documentation.

21. Contract Turnaround Time and Accuracy Performance Guarantees

a. **EGWP Contract Turnaround Time and Accuracy:** PBM agrees to provide initial and subsequent drafts of the contract or contract amendments within ten (10) Business Days following receipt of formal requests/comments from consultant or the State of Delaware relating to the contract or contract amendment. PBM also agrees that contract or contract amendment drafts will accurately reflect agreed upon changes. Measurement will be on a per draft and on a “missed” business day basis (e.g., inaccurate, missed or late drafts will be charged a penalty per draft plus an additional penalty for each business day until such draft is successfully delivered.)

5. Pharmacy Strategy

1. Provide two examples of innovative strategies through the PBM, implemented by clients in peer industries to State of Delaware in the last 1 to 2 years. Please include innovative strategies focused on mental health, specialty drugs and/or weight management.

2. How is your organization currently using artificial intelligence and machine learning to analyze data to improve delivery of care? Please define what bias testing and other human-related review standards exist when using AI/automation. If you are not using AI today, please outline your roadmap for incorporating into your future programs or service delivery including areas where AI must be used.

3. Confirm if PBM has partnerships with any third party vendors (i.e. digital formulary, point solutions, etc.).If yes, please complete the table below:

Vendor	Condition Addressed	PBM discounted fee and/or ROI guarantee	Advantages to PBM relationship versus direct	PBM Reporting provided to client	PBM wraparound service offered

4. What programs or initiatives are you doing to address social determinants of health?

5. What programs or initiatives are you launching that incorporate digital therapeutics? Please indicate if those programs are in-house or a partnership with an outside vendor. Include details about targeted conditions and offerings.

6. How is your organization planning on managing psychedelics?

6. PBM Company Profile and History

1. Do you have a parent organization? If yes, please provide the full legal name.

2. Do you fully own and operate each of the following:

	Yes/No	If No, Explain and provide subcontractor(s)	If No, can the subcontractor and its associated contracts/arrangements be directly audited by State of Delaware. If a subcontractor(s) is involved, note in your response to this question and complete Appendix 6, *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.
a. Mail order pharmacies			
b. Specialty pharmacies			
c. Rebate contracting and administration			
d. Retail pharmacy network contracting and administration			
e. Clinical program administration			
f. Customer service centers			

g. 340b Administration Capabilities			
h. Communications			
i. Other (please explain any other subcontracting relationships)			

3. Please provide the following general information on your clients and volume for the prior year and current year to date.

	Prior Year	Current Year to Date
a. Number of employed clients		
b. Number of clients in State of Delaware's peer industry (public sector)?		
c. Number of PBM covered members at retail and mail.		
d. Number of mail order pharmacies		
e. Percent capacity at which the mail order service centers are functioning (5% must be entered as 5.00)		
f. Number of annual prescriptions filled through your mail order facility		
g. Number of specialty mail order pharmacies		
h. Number of years doing business as a PBM		
i. Annual company revenue attributable to the PBM business		
j. Company Credit Ratings		
k. Net Promoter Score		

4. Does your organization (including any parent or sister organizations) have any relationships (financial investment, or other financial relationship) with any third party consultancies, actuarial firms, or other firm that provides marketplace advice, analysis, or information? If so, please describe.

5. Do you, on behalf of the clients in your book of business, file, collect and redistribute any class action lawsuit settlements at no charge?

6. During the current year or any of the preceding six calendar years, is there or was there any litigation or any government action against your company, or has any such litigation or government action been proposed or threatened in writing? If yes, please provide all details within the space provided for this question.

7. Have you had any "security incidents" relating to PHI/PII, or other breaches of data, and explain protocols for notification in the last 24 months? Security incidents refer to attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or

interference with system operations in information systems such as hardware, software, information, data, applications, communications, and people. If yes, how long did it take for you to notify impacted participants and their employer or health plan and was any credit monitoring offered to the impacted participants, their employer, or health plan after the incident?

8. Confirm that your organization has not experienced a significant data/security breach involving other personally-identifiable information within the last five years. Briefly explain any breach.

9. Please provide details of any warning letters/citations from the FDA or any other regulatory body within the last 5 years.

10. Confirm if bidding on the Commercial contract, that your organization has at least 200,000 members across your full book of business for which you are providing similar Commercial PBM member services as outlined in this RFP.

11. Confirm if bidding on the EGWP contract, that your organization has at least 60,000 members across your full book of business for which you are providing similar EGWP PBM member services as outlined in this RFP.

12. Please provide details of the large and complex clients you currently service, including experience managing pharmacy benefits for clients in the public sector.

7. PBM Account Management and Implementation

1. Please provide the following information for the Implementation Manager, Account Manager (the day to day contact), Account Executive, Clinical pharmacist, and Financial Analyst that will be servicing this client:
    a. Name
    b. Location
    c. Description of qualifications and experience
    d. Years of service at the company
    e. Number of other clients responsible for, including State of Delaware

2. State of Delaware requires that there be a day-to-day client service team that State of Delaware can contact for escalated member issues outside of the account team. Please confirm.

3. Describe your quality assurance procedures and how you guarantee accuracy.

4. State of Delaware has the right to review, meet with and approve changes to the account team assigned by PBM to service State of Delaware. PBM agrees not to change the assigned account team without prior consent from State of Delaware. PBM will provide a transition plan for any changes to the account team and will provide at least 30 days notice to State of Delaware of the proposed change. The State of Delaware reserves the right to request changes to the assigned account team at the State's discretion.

5. Confirm your organization can facilitate warm transfers of members to other resources, that is, live transfer from PBM customer service representative to another live representative. Such transfer can include third party vendors like the medical vendor, wellness vendors, etc. as reasonably requested by State of Delaware.

6. Upload, as an attachment, a copy of your implementation timeline assuming State of Delaware's effective date.

7. State of Delaware requires that a designated implementation manager and support team (not part of the regular account management team) be assigned to lead and coordinate the implementation activities with State of Delaware. Please confirm you agree to this requirement. The implementation manager shall not be managing more than 3 implementations at the same time.

8. In the table below, list the medical carrier(s) with whom you have the capability to support the integration of pharmacy claims data with a consumer-driven health plan, for the frequencies noted. Please also indicate whether or not you are integrated with the listed medical carrier(s) to administer the following: shared deductible, out-of-pocket maximum, lifetime maximum, bi-directional data transfers.

Data Integration Method	Current Vendor Connections	Comments
a. Real-time sharing of information by two parties		
b. Multiple times per day, but not real-time		
c. Daily (e.g., overnight batch process)		
d. Other, specify		

9. Are you able to coordinate with other health plan vendors to issue a single ID card at no additional cost? If so, with which vendors have you successfully integrated?

10. When eligibility data is coming from the medical vendor, please describe the member ID transfer process.

11. Are you able to administer a real-time integrated fertility coverage maximum (annual or lifetime) with the medical vendor?

8. PBM Member Service

1. Confirm that State of Delaware will have designated member service representatives during their open enrollment periods. If not, what provisions will be in place to ensure a smooth transition? Describe the other support you will provide, including, access to an open enrollment web site and/or a link on State of Delaware's web site.

2. Provide the following information for the primary member service center office being proposed for State of Delaware. This information should be provided as an average and be

related to normal business hours for the most recently available 12-month period. Include any available SLAs/performance guarantees offered for the applicable metrics.

	Member Service Center
a. Location	
b. Hours of operation (including timezone)	
c. Answering time to a live person (# of seconds)	
d. Length of call (# of minutes)	
e. Abandonment rate	
f. # Calls received per day	
g. % First-time calls successfully resolved	
h. % Calls referred for management resolution	
i. What % of your call center associates are certified pharmacy technicians?	
j. What is your call center turnover rate excluding employees during their first 90 days working for your organization?	
k. What percentage of the call center conversations are recorded?	

3. Describe the number of individuals and composition (role and years of experience) of the member service team members, including supervisors. What are the team's hours of availability? What are the backup resources?

4. Describe the percent of member service staff with healthcare credentials/certification, defining the frequency by type of credentials/certification.

5. Describe hiring criteria for member service staff and the internal training process once hired.

6. Describe ongoing training provided or required for member service staff. Describe how PBM account team ensures that member service staff are notified of unique plan requirements.

7. What type of specialized client specific training would take place for member service representatives when a plan design change is implemented?

8. Confirm that PBM may allow for State of Delaware to provide culture training, if needed/desired.
9. What online and mobile device capabilities are available to PBM members? Provide the URL, app name, and temporary login ID. Are these services available and functional to members via a mobile-enabled website and/or a smartphone application? For Smartphone Application, please specify if this functionality is native to the application or mobile web interface.

	Website	Mobile App	Fee	Comments
a. URL/Mobile App Name and temporary login ID				
b. Interactive health management tools				
c. Health information				
d. Submit inquiries to customer services				
e. Mail Service order status check				
f. Medication profile				
g. Pricing: Retail				
h. Pricing: Mail				
i. Pricing: Specialty				
j. Alternative drugs within a therapeutic class				
k. Pharmacy locator				
l. EOB				
m. Specialty Drug services				
n. Summary Cost Statement (e.g., FSA)				
o. Drug pricing information at different retailers within the Rx network				
p. Drug pricing information at the same retailers within the Rx network (e.g., different locations of the same chain)				
q. Pricing information for the cost of injectable products				
r. Two way text messaging capabilities				
s. Email messaging capabilities				
t. Print temporary ID card online				
u. Single Sign-on (SSO)				
v. Refill medications				
w. Video conferencing (e.g., injection training, teleconference, etc.)				
x. Scanning capabilities				

10. Confirm all customer service calls will be recorded, including those for vendors you leverage for programs (I.e. specialty copay card programs) and both telephone recordings and call logs will be kept accessible to clients. Recordings and call logs will be furnished upon request within ten (10) days. Confirm ability for clients to request call reviews with the Account team.

11. How long are recorded customer service calls maintained and accessible to clients?

12. Provide samples of PBM reporting available on member engagement including any issue resolution/feedback, survey responses, or email, web or chat transcripts. Specify whether reporting is available at the client level for each type of member interaction including phone, website, email and chat.

13. Confirm that there are no additional fees associated with participation in onsite open enrollment / health fair employee meetings required by clients as part of the implementation process and on an ongoing basis. Also confirm that there is no minimum enrollment requirement for this service.

14. Please describe the following processes to ensure superior member customer service, including standard timelines:

Item/Name:	Average Turnaround Time	Comments
New Prior Authorization Approval		
Prior Authorization expiration notification		
Renewal of Prior Authorization		
Appeal of a denied claim, prior authorization, or approval of a medication for a tier change (e.g., waive brand penalty)		
Primary Appeal		
Secondary (Tertiary) Appeal		
Member requesting escalation for customer service or fill issue		
Member calling standard #, but has both routine questions and questions on specialty		

15. Please briefly describe your Business Continuity Plan and testing approach for member and provider phone calls, member website, and claims processing.

16. Confirm member support phone line and client-specific open enrollment website will be set up with member benefit information programmed ahead of State of Delaware's pre-open enrollment (if applicable) as well as their open enrollment in May for the Commercial plan and March for the EGWP plan. This includes the ability to price individual prescriptions, determine drug coverage, formulary status, alternatives and pharmacy locator.

17. Do your member/customer services representatives have on-line access to mail, retail, specialty, paper, clinical program communications and DUR information on a single system?

18. Describe your ability to accommodate ex-patriate (global benefits) members transitioning to the US Benefits.

19. Is any component of member services subcontracted to a vendor (i.e. customer service rep who is not a PBM employee)?

9. PBM Communication

1. Confirm that your organization would allow State of Delaware the opportunity to review and edit any communications before being released to members.

2. Confirm that you are willing to customize all communication materials and that State of Delaware will have final sign-off on the documents and messaging on the website at no additional cost to the State.

3. Confirm that no communications related to contracted services will be delivered to State of Delaware employees without prior notification to and approval by State of Delaware.

4. Confirm that customized communications and postage will be provided to State of Delaware at no additional cost.

5. Describe your ability to support electronic communications to and from State of Delaware's members. Will email addresses and phone numbers provided by State of Delaware via eligibility files be stored and referenced? Please briefly outline any plans or key initiatives for future enhancements.

6. Please confirm that your organization will use claims data from the incumbent to create targeted, consolidated member communications prior to go-live for any members that will be disrupted due to formulary or clinical edit (PA, Step, QL) change.

7. Do you send targeted member letters, digital or telephonic messages (e.g., email/text) that identify areas of savings opportunities? Include which programs targeted letters are sent for, as applicable.

	Comments
a. Targeted mailings/digital messages	
b. Frequency	
c. Savings threshold	
d. Additional fees	
e. Ability to opt out	
f. Telephonic messages	
g. Frequency	
h. Savings threshold	
i. Additional fees	
j. Ability to opt out	

8. Does your website or e-prescribing platform:

Provider Function	Your current capabilities
a. Have the capability to allow physicians to submit and complete prior authorization requests on-line	
b. Have the capability to allow physicians to submit initial prescription	
c. Have the capability to allow physicians to submit refill prescriptions	
d. Promote a formulary with preferred alternatives and expected copay to the physician's	
e. Promote both expected copay and total drug cost	
f. Promote lower cost alternatives	
g. Show lower cost generics for higher cost generics	
h. Show lower cost alternatives to members that may be available outside of the plan coverage.	
i. Promote alternatives less preferred by the plan, but at a lower cost to the member after incorporating manufacturer assistance/coupon value applicable	
j. Include the value of the rebate when showing physicians the total cost of the drug	
k. Show the physician an alternative that would be a higher cost to the member even though the net cost (value of the rebate) is lower for the plan	
l. Have the capability to allow physicians to notify of quantity limit restrictions	
m. Have the capability to allow physicians to alert for drug utilization review issues	
n. Other	

9. Describe your approach and any member, patient or prescriber outreach that occurs for each of the following entities when the manufacturer or the FDA issues a Class I Recall, Class II Recall, Class III Recall, Market Withdrawal, and Medical Device Safety Alert:

	Class I Recall	Class II Recall	Class III Recall	Market Withdrawal	Medical Device Safety Alert
Mail Pharmacy					
Specialty Pharmacy					
PBM Services					

10. Confirm that there will be no cost to the client or member for any outreach (telephonic, mail, email, text, etc.) that occurs as a result of a Recall Notice, Market Withdrawal or Medical Device Safety Alert.

11. As a condition of participation, does PBM require your participating retail network pharmacy(s) to issue Recall Notice, Market Withdrawal or Medical Device Safety Alerts to their patients? If yes, is notification required for Class I, Class II, Class III, Market Withdrawal and Medical Device Safety Alerts?

12. Regarding PBM's website or e-prescribing platform's capabilities, confirm whether these functionalities can be turned on or off by State of Delaware at any time for no additional charge.

13. 10.13 Indicate what is required by PBM in order to send pre-eligibility communications for formulary, prior authorization, specialty and preventive drug list comparisons prior to implementation start date.

14. Confirm your organization will send transition letters or other communications related to the formulary, preventive drug list, and utilization management disruption based on received vendor transition files.

15. Indicate earliest date PBM can send member communications for formulary and other transition areas.

16. Confirm you have the ability to display the amount the member's out of pocket cost has been reduced due to point of sale rebates and/or copay cards or discounts on the member portal (website), mobile app, and receipt/invoice from home delivery, if the State of Delaware were to decide to implement this model.

17. Confirm your organization agrees to provide communications to members regarding UM or network changes. Confirm that the communications will go out at a minimum of 60 days in advance of the change.

10. PBM Plan Administration

1. Confirm your capability to administer the following benefit types. Describe the percentage of National Employers in your book of business that have implemented these types of approaches. Are there added costs for custom benefits? If so, please specify.
    a. Reference Based Pricing
    b. Value Based Design
    c. Custom Utilization Management Programs
    d. Custom Preventive Drug Lists (ACA)
    e. Custom Preventive Drug Lists (non-ACA for HDHP), if the State of Delaware were to implement this plan design
    f. Custom Maintenance Drug Lists for mandatory mail order programs

g. Rebates adjudicated at the point of sale
h. Member cost share based on engagement with an external vendor(s)

2. Confirm PBM is willing to provide a review and make recommendations on pharmacy plan design in Summary Plan Description (SPD) and Summary of Benefit Coverage (SBC) documents.

3. Please provide a copy of your standard preventive drug list(s) for HDHPs (not the ACA preventive drug list) in Excel format. Include the NDC, Drug Name, Therapeutic Category, and Condition Treated. Confirm the number of preventive drug lists that the PBM maintains.

4. Please confirm that you will accept full liability for all the medications that are placed on your standard preventive drug list should State of Delaware be audited or be questioned for violations against a qualified HDHP.

5. Please conduct a Preventive Drug List (ACA and non-ACA) Impact Analysis for all Preventive Drug Categories and populate the summary table in the following format. Please provide the summary and the detailed analysis at drug level in Excel format. Provide clear footnotes on how the analysis was calculated.

6. Confirm that your organization will provide State of Delaware with a disruption analysis of the maintenance drug list as compared to State of Delaware's current maintenance drug list.

7. Confirm that your organization will provide general communications regarding your maintenance drug list along with targeted communications to any members that will be disrupted due to changes in the maintenance drug list at no cost to State of Delaware.

8. Confirm the ability and flexibility to support State of Delaware with a strategy for contracting with a vendor that can compare member out-of-pocket costs through the plan versus discount card programs.

9. Explain how you address the use of manufacture couponing at each channel (mail, retail, and specialty), and how do you structure your offering to ensure clients are not negatively impacted by the use of couponing.

10. Confirm that you are proactively identifying members who may be eligible for manufacturer patient assistance programs (leveraging the Medicare Reform Act of 1993).

11. Confirm PBM also offers any needs-based patient assistance alongside traditional patient assistance programs. Provide BOB use of needs-based patient assistance programs.

12. Do you have a program that will vary copay/benefit designs based on manufacturer assistance programs? If so, please describe all options available to commercial clients including limitations (e.g., HDHP, non-HDHP), client considerations, and fees. If a

subcontractor(s) is involved, note in your response to this question and complete Appendix 6, *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 all of their subcontractors.

13. If you do not have this program, please confirm that you will allow clients to contract with an external vendor that provides this support without impacting any financial guarantees.

14. Please verify that you have the ability to administer rebates adjudicated at the point of sale if the State were to consider this type of arrangement. Please describe your process, and outline any costs associated with administering the program.

15. Please verify that utilizing point of sale rebates is optional.

16. Confirm whether your POS rebate offer includes PBM pre-funding of rebates at the time of adjudication.

17. Confirm whether you have the ability to apply POS rebates only to specific drug classes/categories/benefit phases at State of Delaware's discretion.

18. Confirm that POS rebates will be applied to manual/paper claims.

19. Confirm frequency of updates to estimated POS rebates applied at the point of sale.

11. PBM Claims Processing

1. Indicate the number of claims processing platforms that your organization maintains, including the name of each platform, for both commercial and EGWP.

2. If you have more than one platform, indicate the platform on which State of Delaware would be placed. Why have you proposed this platform? For incumbent PBMs, is this the platform that State of Delaware is on with you today?

3. If you have more than one claims processing platform, do you plan to consolidate them to a single platform? If so when?

4. Are you planning any major upgrades to your claim processing platform(s) that will be used to process claims within the next 36 months?

5. How often do you back up claims system data?

6. Confirm whether all claims processing, clinical management and customer service systems are processing on the same platform for retail, mail and specialty claims. If not, is this a planned system upgrade? When?

7. Confirm members can submit out of network claims online.

8. Confirm the PBM can process out of network claims through the member's accumulators and clinical programs.

9. Do you offer a Compound network? Describe how this network is developed and maintained as well as expected value vs. allowance of compounds via your broad network options.

10. Confirm if your organization allows for members to receive medications imported from outside of the USA and describe how these claims are captured by your organization.

12. PBM Retail Network

1. We provided a claim transaction file with this RFP. Please see the included Retail Network Disruption Tab within the Financial Worksheets included with this RFP to be completed and uploaded with your response to the Financial Worksheets.

2. What percent of your network retail pharmacies do you perform on-site audits annually? (# audited network pharmacies / # of total network pharmacies) Do not include desk top audits or any other form of electronic audit in this calculation.

3. Do you have network pricing to provide a 90-day prescription fill at retail? If yes, please provide details of your offerings.

4. Confirm that your organization complies with the Consolidated Appropriations Act prohibition regarding gag clauses, which would prohibit a pharmacy from telling a patient if the cost of their prescription would cost less if they were to pay cash rather than use their prescription drug card. If you have any contracts with this language in place, please list out the retail chains.

5. What type of communications would take place for participating pharmacy providers when a significant client specific plan design change is implemented (e.g. mandatory 90 day program for maintenance medications)? Are these targeted to the pharmacies utilized by client members or are they limited to communication to the chain's corporate office?

6. How does your Fraud, Waste and Abuse (FWA) program identify pharmacies as “at risk” and what actions are taken? Outline specific medications/categories that are subject to higher scrutiny as part of your FWA program that would flag for network action.

13. PBM Mail Order Operations

1. Please complete the table below.

	Mail Service Facility #1	Mail Service Facility #2	Mail Service Facility #3	Mail Service Facility #4

a. Location				
b. Operating Hours (including time zone)				
c. Capacity (# of claims paid per day/maximum capacity of claims paid per day)				
d. Fill accuracy				
e. Turn Around Time				
f. Percent of mail service claims defined as clean claims as opposed to claims requiring intervention				
g. Disaster preparedness plan for mail order facilities				

2. If multiple mail order service providers, how do you select a provider(s) for State of Delaware. In addition, what is the rationale and describe the customer service experience

3. Is the mail order service affiliated with or owned by your company?

4. If the mail order service is not owned by your company, identify the name of the vendor and explain why this vendor was selected and how long the relationship has been in place.

5. Will your organization facilitate the transfer of a retail script to mail order on the member's behalf?

6. If there is a change to the prescription as written, is it your policy to make an outbound phone call to the member prior to the prescription being dispensed? If no, please explain including other modes of communication that may be used to contact the member.

7. Confirm that you take action (e.g. notify patient and/or physician) if a patient attempts to reorder a prescription with no refills remaining. If yes, please include the types of communication used.

8. Confirm a telephonic outreach will occur to the member when prescriptions are unable to be filled.

9. What is the amount of floor credit offered to a mail order patient? Is this amount adjustable per client?

10. What is your policy regarding prescription orders received without full payment once the floor credit has been exceeded?

11. Do you proactively notify the member by phone to advise them of a delay if a prescription is in-house for more than 5 days? If not, describe your practices.

12. Do you have the ability to partial bill a member for a 90-day mail order prescription? If so, are there any additional charges to the plan or member?

13. Please describe your dispensing and collection process for non-specialty claims that are not submitted with a member payment or current/valid credit card on file.

14. How are member accumulators (deductible and out of pocket) impacted when a non-specialty claim is mailed to a member but goes unpaid and is then charged back to the client or PBM?

15. Do you have a contingency/disaster preparedness plan for mail order facilities to ensure deliveries are not interrupted?

16. Does your organization have the ability to mail medications in multi-dose packaging, such that the member receives a packet containing all the medications they should take at morning, lunch or dinner?

17. Does your organization have a program that allows pharmacies to sync medication refill timing for a member? If so, please explain how the process works and confirm all pharmacies have the ability to administer this offering.

18. Do you contract with multiple mail providers? If so, do you have the ability to direct the claim to provider with the most aggressive contract price?

19. How does your Fraud, Waste and Abuse (FWA) program identify mail order claims “at risk” and what actions are taken? Outline specific medications/categories that are subject to higher scrutiny as part of your FWA program that would flag for further action.

14. PBM Formulary Management

1. We provided a claim transaction file with this RFP. Please populate the ‘Formulary Detail' tab within the provided Financial Worksheets. We are asking that all bidders (including incumbents) include a detailed breakout by NDC and drug name while also providing whether the particular claim is a maintenance medication, the number of unique members utilizing the drug, number of claims, and the formulary tier. Do not exclude generics, multisource brands, multisource generics, diabetic supplies, vaccines, expected generic launches, new to market blocks, or any other claim from your tiering analysis. Also, do not assume that drugs losing patent protection before State of Delaware’s effective date will be converted to generic and therefore will process on a lower tier. Please provide the tier on which each claim would process today, using your most up-to-date formulary listing. Confirm you have completed the ‘Formulary Detail' tab within Financial Worksheets based on the provided Claims Data and included with your response.

2. How will you handle communication to prescribers, pharmacists, and members of your formulary list/updates or any formulary disruption changes? Confirm that you will not assess charges for these communications. Please also indicate whether or not communication methods are different for prescribers, pharmacists, or members.
    a. Communicate formulary changes
    b. Timing
    c. Confirmation of no added cost

3. Describe the frequency for reviewing drugs for addition/deletion to the proposed formulary.
    a. Frequency of positive formulary updates
    b. Frequency of negative formulary updates
    c. Process for determining drug coverage on formulary

4. Confirm that the above noted frequency and process pertain to PBM's web-based formulary as well.

5. How quickly are new drugs added to the formulary?

6. Do you have a new to market block to ensure P&T review before formulary addition? Is the New to Market block available for all formulary types? If not available for all, list which do or do not have New to Market blocks available.

7. Formulary design for substance use and opioid use disorder treatment: is medication-assisted treatment (MAT) a covered benefit for members (including but not limited to buprenorphine, methadone, naltrexone) at rates equal to coverage for medications used to treat other forms of chronic illness?

8. Describe the formulary options that are available to State of Delaware (e.g., formularies with drug exclusions, those that maximize generics and exclusive specialty formularies). What are the savings ranges associated with each option compared with your standard? Please provide in table format. If an EGWP population exists for State of Delaware please provide chart for EGWP population separately.

9. List any drug classes that are grandfathered so that the formulary changes do not impact existing utilizers.

10. Describe how your organization uses health technology assessments (i.e. ICER) to negotiate discounts for medication pricing aligned with published value assessments.

11. Describe how your organization uses information developed by ICER to determine formulary placement.

12. Describe how your organization will actually promote biosimilar utilization outside of formulary coverage.

13. Describe how your organization helps educate members on OTC options for drugs (i.e. OPill, Narcan, etc.) even if a client does NOT cover OTCs on-benefit.

14. Describe the role of clinical guidelines in the development and maintenance for formularies and utilization management criteria.

15. Can you support custom changes to the formulary at the request of the client including the formation and support of a fully custom formulary.

16. Confirm that for any formulary exclusions, that the State will have to option to opt-out of the change and continue to cover.

17. Describe your willingness to allow the administration and fulfillment of specific drug classes, including GLP-1s, to be carved out to another vendor.

18. For your Commercial bid: Please complete Attachment 35 "Commercial Top 50 Specialty and Non-Specialty Drug Pricing." With 30-day supply acquisition cost, markup, admin fee, actual rebate, and corresponding net cost. Provide these actual cost and rebate metrics as of August 1, 2025. Assuming dispensing through your mail order and specialty channel proposed in your offer. Describe any assumptions and caveats associated with your completion of this pricing grid. If your organization is now preferring a low cost biosimilar instead of the originator brand from historic utilization below, please note that drug in the chart provided and provide the cost information for that biosimilar.

19. Does your organization offer coverage of Continuous Glucose Monitors and Insulin Pumps on pharmacy and if so, what is your pricing structure?

20. Please confirm that your organization will support an organization such as a Pharmacy and Therapeutics Committee (P&T Committee) working solely on behalf of the SEBC to develop a formulary designed to provide an ongoing review of all the medications contracted by the SEBC

21. Given that low-cost providers and pharmacies (e.g., Civica, Mark Cuban Cost-Plus Drugs, GoodRx) continue to come to market, confirm how you will allow members to access drugs through these more affordable suppliers and pharmacies, especially in situations where the member can determine your price is significantly higher.

22. Please describe your process and timeline of preferring a generic or biosimilar when available for a brand name drug.

15. PBM Clinical Management

1. Based on the current State of Delaware plan design and clinical programs, provide your organization's top 3 recommendations for program changes over the next three years to improve the management and desired outcomes of State of Delaware plans going forward.

Please also consider the State of Delaware population, focus on member experience and communications, and unique role within the industry in your response.

2. Are your utilization management programs offered to State of Delaware as individual edits or as a bundle or package? Or are both options available to State of Delaware? Describe the pros/cons of the available options.

3. Describe how you integrate medical data with pharmacy data to provide clinical services to State of Delaware. Please outline any cost and ROI for this program. Please note this question is referring to data integration for clinical programs and not related to integrated accumulation tracking.

4. Confirm that no pre-certification or prior authorization apply for medication-assisted treatment (MAT)?

5. Confirm how your organization is compliant with MHPAEA requirements.

6. Provide sample reporting that supports what you are currently doing for clients including examples of POS edits (PA/step/QL), clinical programs focused on improving adherence, FWA programming, any program that utilizes and integrates medical data.

7. Do you have a process in place to assist client access to the external review services of independent review organizations to perform external appeals? Please describe the approach you recommend with clients and any associated fees.

8. Pertaining to external review services of independent review organizations that perform external appeals, please name the organizations with whom you are contracted and indicate whether they are accredited or not.

9. Explain how your organization microsegments the population to identify members that are non-adherent. Discuss how you optimize the data to improve medication adherence for targeted patients including how you interface with the patient and provider. How are these efforts integrated or reported through your clinical programs?

10. Which disease states/conditions are you able to offer clinical performance guarantees (medication possession ratio, gaps in care closures, etc.) for State of Delaware without enrolling in a disease state management program offered by your organization? Please describe how you would achieve an improvement in population health for these disease states/conditions, and which metrics you would include in the guarantees (i.e. improved adherence, product selection, A1C improvement, etc.) and the methodology to measure the guarantees.

Disease/Condition	Guarantee offered	Metrics included in the guarantees	Guarantee measurement methodology

a. Diabetes			
b. Hypertension			
c. Congestive Heart Failure			
d. Dyslipidemia			
e. Asthma/COPD			
f. Depression			
g. Auto-immune			
h. Oncology			
i. Hemophilia			
j. Gastrointestinal			
k. Psoriasis			

11. Please describe medication possession ratio (MPR) and/or proportion of days covered (PDC) and how it's integrated or reported through your clinical programs.

12. Explain how your organization helps to improve MPR and/or PDC for patients.
    Many pharmacies, including some mail facilities, perform auto filling of prescriptions. This could lead to stockpiling and a falsely elevated MPR. What steps would your organization undertake to make sure these types of services don't falsely elevate ratios by claims not being reversed when not picked up or other reasons?

13. Please describe your refill-too-soon logic for retail and mail claims. Is State of Delaware able to adjust thresholds? What are your book of business thresholds for on-hand and look-back criteria?

14. Describe any clinical programs you offer that feature a de-prescribing component, whereby members are encouraged to discontinue therapy when it is no longer clinically necessary.

15. Please provide your clinical cost savings methodology? For example, if patient switches from Drug A to Drug B, how is the savings calculated? How do you prevent double counting, if savings are seen across multiple programs?

16. Describe your organization's holistic management approach to managing diabetes. Include details around weight management and de-prescribing of medication(s). Add details about any solutions your organization provides in-house as well as any solutions for which your organization partners with a third party vendor.

17. Describe your organization's holistic management approach to weight management. Include details around prescribing or de-prescribing of medication(s). Add details about any solutions your organization provides in-house as well as any solutions for which your organization partners with a third party vendor.

18. How does your organization address increasing costs for certain generic medications beyond the MAC list? Describe any price inflation programs you may have in place and provide details on drugs currently included.

19. Provide the percentage of manufacturer administration fees your organization received in the prior year for administering qualifying clinical programs.

20. Describe your Fraud, Waste and Abuse program(s), solutions to manage concerning behavior and any associated costs.

21. Describe any opioid management programs, enhancements, or strategies that would be available to State of Delaware. Include in your description relevant timing for implementation/sign off, member impact and communication strategy, ability to discontinue or opt out of future enhancements, proven outcomes and how they are measured/guaranteed, and auditability. For programs consisting of a multipart strategy, please specify if program components can be individually implemented, should State of Delaware not wish to implement entire program.

22. Please describe any programs you currently offer to address behavioral health programs other than opioid management. Include drug classes associated with each program, member outreach programs, and provide any published outcomes associated with each program.

23. How does PBM identify new market trends for potential misuse of medications which require Utilization Management? How quickly are programs put in place to manage these trends?

24. Your organization will guarantee a minimum of a 3 to 1 ROI on utilization management fees. This ROI guarantee should not include savings associated with ANY CDUR edits (clinical or administrative).

25. Describe the benefits to carve-in vs. carve-out PBM services, and the expected requirements for clients who change from one arrangement to the other with your organization.

26. Describe your organization's ability to manage specialty conditions - i.e. cancer, auto-immune, etc. - respective of drug utilization across benefit channel (medical vs. pharmacy).

27. Does your organization offer a high touch wrap around clinical program? Describe the program as well as any savings methodology and ROI, if offered.

28. How does you organization use pharmacogenomic testing to make sure that members are receiving the most appropriate medication for their genetic profile?

29. Does pharmacogenomic test coverage vary based on disease state and/or test panel? If so, please provide additional information about what panels are covered and, if applicable, for what diagnoses.

30. Please describe any care coordination activities your organization provides under medical and/or pharmacy programs as it pertains to medication genetic/genomic testing.

31. How does your organization intake any external pharmacogenomic test results as part of your standard DUR program?

32. How does your organization incorporate digital health point solution vendors (i.e. apps, wearables) into your existing suite of clinical programs?

33. How does your organization ensure that clinically-related activities from your staff or third-party partners is accessible via EMR's or at the point of sale in pharmacies?

34. Does your organization have capabilities to automatically approve prior authorization requests based on pharmacy, medical, or lab data already captured in your system?

16. PBM Specialty Pharmacy Management

1. Is the specialty service owned by your company?

2. If the specialty service is not owned by your company, identify the name of the vendor and explain why this vendor was selected and how long the relationship has been in place.

3. Specialty Pharmacy Staffing
   a. What types of clinicians are staffed within your specialty pharmacy program (include specialist backgrounds)?
   b. How many specialty clinicians are on staff?
   c. How many non-clinicians are on staff?
   d. Please differentiate the responsibilities of clinicians versus non-clinicians from both an administrative as well as a member-facing perspective.

4. Please provide your specialty pharmacy statistics for the last calendar year and the specialty pharmacy location proposed for State of Delaware.

	Specialty Pharmacy
a. Location	
b. Operating Hours (including time zone)	
c. Capacity (# of claims paid per day/maximum capacity of claims paid per day)	
d. Fill accuracy	
e. Turn Around Time	

f. Percent of claims defined as clean claims as opposed to claims requiring intervention	*Percent.*
g. Number of calls received	
h. Number of outbound calls made	
i. Number of calls with a nurse or pharmacist	
j. Average length of calls with a nurse or pharmacist	

5. Please describe your dispensing and collection process for specialty claims that are not submitted with a member payment or current/valid credit card on file.

6. How are member accumulators (deductible and out of pocket) impacted when a specialty claim is mailed to a member but goes unpaid and is then charged back to the client or PBM?

7. Please provide a list of which Specialty products are eligible for clinical management, such as step therapy, quantity limits, prior authorization, or other management programs available.

8. Provide your organization's approach to managing specialty medication use across the pharmacy and medical benefits to deliver a coordinated and consistent approach, and provide two examples of employers for which you are managing drugs that are adjudicated through both the medical and pharmacy benefits in this regard today (e.g., optimizing site of care, managing Prior Authorization).

9. Do utilization management edits apply to drugs filled through buy and bill?

10. Are you able to integrate medical claim data, pharmacy data and lab values to create a comprehensive data set for your clients? If so, please explain how the data is reported.

11. Please describe any program you have directing site of care management, fees for the program, ROI, and member experience.

12. Would PBM support a customized medical carve-out list (as opposed to your standard or suggested list for drugs directed from the medical benefit to the PBM for fulfillment)? Is there any fee associated with this?

13. With the growing specialty pipeline, specifically around Rare Conditions, how is your organization managing and/or coordinating overall coverage of this category/medications with the other vendors of State of Delaware?

14. Describe your organization's approach to managing the newest pipeline specialty agents, including gene therapies and biosimilars.

15. Describe your network and cost management approach for gene therapies. How do you treat current gene therapy and what is your strategy for future gene therapy? Include current and

prospective innovations in contracting, client payment schedule, and/or value add services associated with potential therapy.

Confirm what management strategies are available for cell and gene therapies when they are covered through the pharmacy benefit.

16. How can a member receiving a one-time, potentially curative gene therapy be tracked over time to ensure the product is resulting in certain clinical outcomes; including if the member changes insurance or employer?

17. Please describe your infusion services capabilities including home care capabilities and availability of infusion suites. In addition, please describe your process to promote cost effective infusion sites of care and ability to integrate/partner with vendors to accomplish this goal.

18. Does your organization provide or contract with Centers of Excellence for the management of patients with targeted specialty disease states (e.g. Hemophilia, Rheumatoid Arthritis)? If applicable, please provide details of additional targeted disease states.

19. Describe how your organization is developing and implementing tighter utilization management edits to limit use of specialty drugs to a targeted, defined population that will yield the most health care value. In addition, please comment on the utilization of smart edits for long term specialty patients.

20. Do new specialty drugs go through your new to market block process? Also, comment on the develop of utilization management for new specialty medications once they are removed from new to market block.

21. Provide your organization's approach to requiring supporting documentation for approval of specialty prior authorizations. If only physical attestation is required instead of chart documentation, what is your organization's approach to auditing prescribers to ensure diagnosis and trial/failure requirements were truly met?

22. What is your organization's approach to managing days of supply for specialty drugs (e.g., do you allow, require or encourage 90 day fills of specialty medications in lieu of lower supply options)? How does this impact rebates?

23. Does your organization have the ability to guarantee trend or an inflation caps on specialty drugs? If so describe your approach to capping inflation for these products, and what happens should inflation exceed the cap.

24. Are partial fill programs available for new starts? Do they target certain drugs? If yes, please provide the drugs that are targeted.

25. Describe and provide examples of any aggressive dose optimization initiatives and waste management programs (such as weight-based dosing or vial management) currently available to manage the utilization of specialty drugs that differentiates your organization from the marketplace. In addition, please address any new initiatives in development to address this issue.

26. Please confirm your willingness to support carving-out all specialty drugs to another benefit and/or vendor, if this method is determined to be cost effective to State of Delaware and its participants.

27. Describe your willingness to allow the fulfillment of specific specialty drug classes to be carved out to another vendor (i.e. fertility drugs for a fertility management vendor, hemophilia etc.) without negatively impacting State of Delaware's specialty drug pricing.

28. With the growing number of Oncology drugs, how do you assist guiding prescribers to the most cost and clinically effective treatment outside of confirming diagnoses, including pharmacogenomic testing results. What additional support services are available? How are members educated about home care options for infusion?

29. Describe any innovative contracting approaches (e.g. specialty rebates, outcomes, clinical management, etc.) your organization has with providers, pharmaceutical manufacturers or other parties for specific drugs or therapy classes.

30. With the further release of biosimilars and verified generic specialty products, how does your organization address these products and ensure that they are priced competitively currently, and how does your organization anticipate this practice changing as the biosimilar landscape expands and evolves?

31. Please describe if your organization prefers low or high WAC biosimilars and how this approach benefits State of Delaware.

32. Describe how you plan to promote the utilization of biosimilar agents to lower costs for plans and members and confirm if all biosimilars will be subject to the same strategies to increase utilization. Provide examples of drug classes and/or originator products and corresponding biosimilars and solutions available to ensure cost effective utilization.

33. If a specialty drug is shipped and then lost (e.g., not received by the member, kept in the heat during delivery, etc.), and a replacement is sent to the member, how is the old claim handled? Would this entail a reversal? What is the financial impact to the member and plan?

34. Please provide overall book of business PA approval rates and turnaround times. Please also provide PA approval rates for the following categories: oncology, autoimmune conditions (provide data for specific conditions, such as RA, psoriasis, Crohn's disease, etc., separately if available), gene therapies, hemophilia, pulmonary conditions (including CF and pulmonary arterial hypertension), IVIG products and other rare conditions.

35. Describe any pay for performance or other incentives for providers to prescribe lowest net cost specialty agents.

36. Please describe any partnerships with specialty-specific vendors/point solutions that have not already been discussed.

37. In addition to those previously provided, please list the conditions for which treatment pathways are utilized. Include requirements or incentives are in place for prescribers to follow these pathways and describe any outcomes.

17. PBM Data, Reporting and Analysis

1. What peer group would you recommend for State of Delaware? Please indicate how many clients and estimated members would be included in the peer benchmark for quarterly reports.

2. Please provide a listing of all peer groups that clients can select from.

3. Please provide State of Delaware with sample utilization, cost and performance summary reporting utilizing State of Delaware-specific claims data provided as part of this RFP.

4. Beyond traditional utilization reports, confirm your ability to provide reports that include the following data elements: Total number of approved or denied claims inclusive of reject codes and reject code descriptions
    a. Total number of prior authorization requests by origin (e.g. rejected claim vs. prior authorization request without rejected claim) with approvals vs. denied vs. walkaway/abandonment
    b. Total number of denied requests on appeal, broken out by first appeal and second appeal
    c. Member Service Metrics and Performance Guarantees
    d. ACA and non-ACA preventive reporting for the specific list that State of Delaware is using
    e. Compliance Metrics such as Medication Possession Ratio (MPR) or Proportion of Days Covered (PDC)
    f. Point of Sale Rebates, including total amount of Point-of-Sale Rebates in aggregate, by channel, by drug tier, by therapeutic class, and split between member/plan share.
    g. Point of Sale Rebate reporting showing the rebates applied at the point of sale compared to the actual rebates invoiced to the manufacturers (% of invoiced rebates applied at PoS)
    h. Cost and Performance Summary with rebates factored in
    i. Cost and Performance Summary without rebates factored in
    j. Rebate reporting including break-outs of actual rebates by type (specialty vs. non-specialty, formulary rebates, manufacturer administrative fees, payments due to inflationary caps or other unique contracting arrangements, etc.) and by plan/group
    k. Rebate reporting by drug class and individual drug
    l. Rebate reporting showing actual rebates invoiced vs. collected vs. minimum guaranteed
    m. Reporting showing actual Manufacturer Administrative Fees collected vs. paid to State of Delaware

n. Specialty pharmacy reporting including site of care
o. Report on non-rebate pharmaceutical manufacturer funds kept/retained/billed for administering clinical programs

5. Confirm that rebate reporting by individual drug and drug class can be shared on all drugs and drug classes.

6. Confirm that bidder has the ability to provide NDC-11 level rebate reporting.

7. What type of reports are included in your standard reporting package and indicate what data/reports will be shared directly with the client or their representative?

8. What is the frequency and timing of the standard reporting package and confirm these reports be provided proactively by your organization?
9. Confirm peer groups for reports can be customized to provide a CDHP only cut, including plan design elements such as CDHP preventive drug list used, and percentage of groups that are full replacement CDHP.

10. Confirm peer groups for reports can be customized, for example, to provide pre-65/active or post-65/retiree only cuts, union or non-union only, etc.

11. Confirm that PBM will provide first fill reporting on a monthly basis at no additional cost. The confirmed report will include disease states, medication, quantity, pricing, and number of utilizers as deemed important to alert Case Managers, and other clinical staff of the need for participant outreach.

12. Describe your organization's ability to report utilization by diagnosis for drugs with multiple indications (e.g. Humira - rheumatoid arthritis, psoriasis, etc.). Additionally, if this is available but requires certain prerequisites, please define these prerequisites.

13. Confirm there are no additional fees for ad-hoc reports requested by State of Delaware.

14. Describe your standard process and turnaround time for ad hoc reporting requests

15. Confirm your organization will provide your methodology when providing any ad hoc reporting or modeling requests.

16. Confirm your organization will provide access to data technicians to facilitate ad hoc reports and data requests at no additional charge, if awarded the business.

17. Confirm your ability to provide reporting on high cost claimants with custom thresholds and data points.

18. Describe how your organization uses medical and lab data, if provided for the client.

19. Provide book of business overall approval/denial rates for medical necessity exceptions.

20. Confirm that approval / denial rates for medical necessity exceptions can be provided for specific medication and therapeutic categories.

21. Confirm that State of Delaware will be provided with at least 15 licenses to access your organization's online reporting tool.

22. Describe your organization's first fill reporting to other vendors to use in targeting for disease or condition management. At what frequency and which disease states does your standard reporting support. Please include any associated fees to support this reporting.

23. Confirm you will provide accurate and timely Medicare Part D reporting support for any retiree population for whom State of Delaware receives a subsidy. Please outline the timing for all EGWP and/or RDS subsidy reporting.

24. Is Medicare Part D reporting included in the base admin fee? If not, outline any additional charges.

25. Your organization agrees to provide access to a secure online data management tool for State of Delaware's staff and/or their third party representatives that is user friendly and links to the claims adjudication system and contains prescription drug information, medical and pharmacy paid claims, including but not limited to plan administration components such as eligibility, PAs, pharmacy locator, pharmacy and direct claims history, and drug coverage, subject to Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards and other legal limitations. Your organization agrees to provide training and ongoing, unlimited support services to State of Delaware's staff and their third party representatives. It is expected that the download of detailed reports must be quick and not time out.

26. For the secure online data management tool described above, please outline if there are additional "buy-up" or enhanced options available for referral management (e.g. to/from condition management vendor), the ability to view to alert case managers to gaps in care identified by or intervened on by the PBM, and enhanced care coordination. Provide screen shots or demo logon to view functionality. If additional fees apply, please describe.

27. Your organization agrees to guarantee that Case Managers, and other clinical staff from Client's vendor partners interacting with members, will have direct access to real-time or near real-time patient-level pharmacy information to support clinical intervention efforts. The online, real-time information access must include at a minimum, prescription drug history, eligibility information, financial opportunities for lower cost options and/or lower cost site of care, alerts on medication adherence and gaps in care issues, and PA information including any provider submitted information.

28. Your organization agrees to send data to the client's [proprietary] data warehouse.

29. Please confirm your organization's ability to provide the State with access to all pricing data necessary to derive net cost of State prescription claims, in real-time.

18. PBM Integration with Other Vendors

1. Do you share client data with data warehouse(s)? If so, how many clients and which data warehouses?

2. Do you share data with third party data warehouse vendor(s)? If so, please provide any applicable fees in order to provide data to these vendor(s).

3. Are there any limitations placed on client data shared with data warehouse(s) or other entities? If so, please describe.

4. Please describe how you would work with State of Delaware's current vendors in the following areas. State proposed fees at risk for optimal coordination and accuracy.
   - Data transfer
   - Condition management
   - Health Risk Appraisal
   - Wellness Programs
   - Compliance Monitoring
   - Gaps in care programs
   - Data warehouse
   - HDHP administration
   - Data to/from medical carriers for broader integration
   - Internal benefit plan audits
   - RDS files to CMS and administrator
   - Drug Cost Management (e.g., Rx Savings Solutions)
   - Expert Medical Opinion
   - Navigation Services
   - Other ad hoc requests as needed

5. Describe how your organization would coordinate with State of Delaware's medical, wellness, behavioral health and other vendors. Please include specific processes and frequency outlining how first fill, lab, specialty, claims data and other information is shared and used to improve patient care, coordination and outcomes.

6. Describe your current or future strategy to partner with other health care providers including pharmacies and clinics (i.e. onsite/nearsite) inclusive of clinical information and drug fulfillment.

19. Legislation and Transparency Requirements

1. Confirm your organization will not charge State of Delaware for any program related to compliance with legislative updates, including but not limited to: preventive care services or

shared accumulators (deductibles and/or out of pocket maximums), as well as providing data to government entities on State of Delaware's behalf (such as RxDC reporting).

2. Describe how your organization will provide guidance to State of Delaware on changes needed to plan design and/or program design due to legislative updates. Please provide a response for both federal laws as well as state laws.

3. How will your organization accept responsibility if the guidance provided to State of Delaware around changes needed for compliance with legislative updates is not accurate?

4. Please describe your position on medications noted in the Patient Protection and Affordable Care Act (PPACA) relative to coverage of preventive care services. Please explain which drugs are included at no cost-share (e.g., OTC, Rx, brands, generics, single entity, combination products, etc.) and outline any restrictions that apply (such as age, gender, written prescription, quantity limitations). Please note if your proposed restrictions vary from the CDC's Advisory Committee on Immunization Practices (ACIP), HRSA-supported Women's Preventive Services Guidelines and the USPSTF recommendations and why.

5. Confirm how your organization demonstrates compliance with regulations that impact the PBM industry including: administration of ACA and IRS preventative drug lists where required, MHPAEA requirements, anti-steerage legislation and state laws as they exist impacting an employer conducting business in that state.

6. Confirm how PBM monitors, prepares for and communicates with clients about pending and confirmed federal and state regulations impacting the pharmacy benefit for the plan and/or for members?

7. Describe your organization's ability to customize State of Delaware's ACA Preventive Drug List; including your ability to maintain updates subsequent to State of Delaware's customization requests, as needed.

8. Confirm if your organization currently has an internet based, self-service tool that is compliant with the regulations in the Transparency in Coverage (TiC) and Consolidated Appropriations Act, 2021 (CAA) effective 1/1/2024.

9. Confirm the tool will incorporate any impact of rebates, as required.

10. Provide your organization's procedures for assisting clients with the prescription drug data collection (RxDC) requirements for applicable annual requirements, including specifically which reports/data you will provide on State of Delaware's behalf. Please confirm what data points you would need from State of Delaware in order to complete your obligations to provide data. Please confirm that medical and pharmacy data points will be included for relevant reporting requirements.

11. Provide details regarding HIPAA compliance including current programs, employee training, internal organizational charts, handling of violations, etc. Applicable HIPAA process-related documentation should be attached as part of your RFP response.

12. Please confirm that you have reviewed and can support the State of Delaware's current Commercial appeals process at the below link which includes Level I through IV appeals.

20. Retiree Solutions - Pharmacy Benefits

1. Provide the following information for the primary member service center office being proposed for State of Delaware Retirees. This information should be provided as an average and be related to normal business hours for the most recently available 12-month period.]
   a. Location
   b. Hours of Operation (including timezone)
   c. Answering time to a live person (# of seconds)
   d. Length of call (# of minutes)
   e. Abandonment rate
   f. # Calls received per day
   g. % First-time calls successfully resolved
   h. . % Calls referred for management resolution
   i. What % of your call center associates are certified pharmacy technicians?
   j. What is your call center turnover rate excluding employees during their first 90 days working for your organization?
   k. What percentage of the call center conversations are recorded?

	Member Service Center
a. Location	
b. Hours of operation (including timezone)	
c. Answering time to a live person (# of seconds)	
d. Length of call (# of minutes)	
e. Abandonment rate	
f. # Calls received per day	
g. % First-time calls successfully resolved	
h. % Calls referred for management resolution	
i. What % of your call center associates are certified pharmacy technicians?	
j. What is your call center turnover rate excluding employees during their first 90 days working for your organization?	
k. What percentage of the call center conversations are recorded?	

1. Please provide the following information for the Implementation Manager, Account Manager (the day to day contact), Account Executive, Clinical pharmacist, and Financial Analyst that will be servicing State of Delaware's Retiree Population:

a. Name
b. Title
c. Location
d. Phone Number
e. Description of qualifications and experience
f. Backup Contract
g. Years of Service at the company
h. Number of other clients responsible for including State of Delaware

	Implementation Manager	Account Manager (the day to day contact)	Account Executive	Clinical pharmacist	Financial Analyst	Customer Service Manager	Executive Sponsor
Name							
Title							
Location							
Phone Number							
Description of qualifications and experience							
Backup contact							
Years of service at the company							
Number of other clients responsible for, including State of Delaware							

2. What online and mobile device capabilities are available to PBM retirees? Provide the URL, app name, and temporary login ID. Are these services available and functional to members via a mobile-enabled website and/or a smartphone application? For Smartphone Application, please specify if this functionality is native to the application or mobile web interface.

	Website	Mobile App	Comments
a. URL/Mobile App Name and temporary login ID			
b. Interactive health management tools			
c. Health information			
d. Submit inquiries to customer services			
e. Mail Service order status check			
f. Medication profile			
g. Pricing: Retail			

h. Pricing: Mail			
i. Pricing: Specialty			
j. Alternative drugs within a therapeutic class			
k. Pharmacy locator			
l. EOB			
m. Specialty Drug services			
n. Summary Cost Statement (e.g., FSA)			
o. Drug pricing information at different retailers within the Rx network			
p. Drug pricing information at the same retailers within the Rx network (e.g., different locations of the same chain)			
q. Pricing information for the cost of injectable products			
r. Text messaging capabilities			
s. Email messaging capabilities			
t. Print temporary ID card online			
u. Single Sign-on (SSO)			

3. Do you offer assistance to clients with RDS financial reconciliation cost reporting to CMS on the client's behalf?

4. Confirm your ability to administer an Employer Group Waiver Plan (EGWP) PDP.

5. Please complete the table below listing the number of EGWP lives covered by your plan as of the listed dates.

	Jan 2022	Jan 2023	Jan 2024
# of Lives			

6. Provide a general description of your self-insured EGWP capabilities including market share (number of plans and members covered) and how EGWPs fit into your overall retiree health care benefit portfolio.

7. Indicate your organization's total Part D membership for non-EGWP plans.

8. Are both fully-insured and self-funded options available? Are there any member size restrictions?

9. Confirm that you have filed a plan design with CMS that mirrors the current plan design for State of Delaware.

10. Confirm that you are able to match the current State of Delaware EGWP plan provisions precisely; describe any required variations in plan design.

11. Explain how your P&T Committee meets CMS' PDP requirements for objectivity and validity.

12. What are the formulary options and how is utilization management included (or not) in each option?

13. Explain the differences between your standard formulary and the formulary used with the EGWP.

14. Can you support custom changes to the formulary at the request of the client including the formation and support of a fully custom formulary?

15. Describe your fraud, waste and abuse program and confirm that you will provide all CMS required filings related to certification of compliance to the waste fraud and abuse requirements.

16. Describe your member appeals process and confirm that it meets all CMS requirements.

17. Provide your book-of-business prescription drug event (PDE) error rate for 2021 and 2022.

18. Confirm that you can administer the EGWP on a self-insured basis, with pass-back to State of Delaware of all third-party funding sources including CMS direct subsidies, pharma coverage gap discounts, CMS catastrophic reinsurance, DIR payments and CMS low income subsidies.

19. Describe your arrangements for EGWP implementation and account management, including the coordination between your EGWP teams and your commercial pharmacy benefit teams in the event you are awarded contracts for both the commercial pharmacy benefit plan and the EGWP. Provide an EGWP implementation plan and a summary of the key EGWP implementation and account management team members you would assign to State of Delaware.

20. Indicate whether you have implemented a self-insured EGWP that has moved from another PBM to your organization. What special steps are required to effect a smooth EGWP-to-EGWP conversion?

21. Describe your arrangement for EGWP claim and member services including structure, locations, staffing, hours and related support services. Are your EGWP service functions separate from your commercial account service functions?

22. Please describe any differences between Commercial and EGWP Account Management requirements.

23. Confirm the EGWP implementation manager will not manage more than 5 EGWP clients at a time.

24. State of Delaware would prefer a single service center to handle both Commercial & EGWP plans. Confirm your Customer Service Representatives will be dedicated and thoroughly cross-trained on all aspects of the various plan designs. Will the same dedicated customer service team handle both EGWP and Commercial member calls?

25. Your member services support (call center) will be the same for retirees in the EGWP PDP and active membership.

26. Confirm that all CMS required communications are included in the proposed base administrative fees.

27. Provide a communication timeline that aligns with CMS requirements.

28. EGWP member communications can be customized based upon State of Delaware's requirements at no cost the State.

29. Please confirm that PBM has transferred from a HICN-based identification method to the MBI identification method, and that the correct MBIs have been secured for members enrolled in State of Delaware's EGWP.

30. Your organization can manage low-income subsidies with an EGWP.

31. For your EGWP book of business, what is the average risk factor developed by the Federal Government that is applied to their direct payment? What is the range of risk factors for your book of business?

32. Provide a description of your process for coordinating Part B/D overlap drugs to ensure primary payment from Part B when appropriate.

33. Provide a description of your process on how your organization determines a Medicare Part D versus non-Medicare Part D medication.

34. Please confirm that all solutions mentioned in this section will be available on July 1, 2026 for Commercial and January 1, 2027 for EGWP.

35. Confirm that all claims, including any wrap, reversals, $0 ingredient cost claims, and supplemental coverage claims are included in all guarantee true-ups at year end.

36. Please confirm that all EGWP generics are included in the generic pricing guarantees, including generics in the EGWP wrap/supplemental coverage?

37. Confirm that PBM will provide examples of all standard and required CMS communications for EGWP members and indicate which materials can be customized by State of Delaware.

38. Describe options available to State of Delaware in regards to clinical programs available and required by CMS (for example, Prior Authorization programs, Medication Therapy Management programs, etc.).
39. List any clinical programs that are not available to EGWP clients.

21. Technical Standards and Security Requirements

1. Strong Password Requirement - A strong password requirement is applicable to your member facing secure website if members/participants can access any personally-identifiable information. This would typically be for their personal account with claim or claim-type data. It also applies for "super-users", Statewide Benefits Office personnel, for activities such as accessing reports with personally-identifiable information. It is not a requirement for the vendor's internal data access system.
   Requirements of a strong password are available here Identity and Access Management Guidelines Please confirm that you comply or would by the effective date of the contract if awarded.
2. 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.
3. Threats - The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. For your review, the document is available at https://www.cisecurity.org/controls/cis-controls-list/. 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.)
4. Please state whether or not Delaware data will be transmitted via email or accessible on a mobile device. If so, the following requirements apply. Delaware Information Security Policy
5. Link to Enrollment Website
   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 website from the State's single sign-on site, a PeopleSoft based program.
6. 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 example in Attachment 2, Network Diagram Template.

23. Reference Documents

1. Reference documentation is located on the Manage Documents page, within Proposal Tech. A link has been provided in the left-hand side menu.

Attachment 23

State of Delaware Pharmacy Legislation

All vendors submitting bids in response to the State of Delaware's 2025 Pharmacy Benefit Management (PBM) Request for Proposals (RFP) must maintain compliance with all applicable State and Federal Laws. This document provides details on compliance related to:

- **Delaware Code – Title 18, Chapter 33A and Chapter 73 – Pharmacy Benefit Managers and the Pharmacy Access Act**
- **Delaware Code – Title 24, Chapter 25 – Professions and Occupations – Pharmacy**
- **Delaware Code – Title 29, Chapter 52 – Requirements of the Group Health Insurance Plan**

The awarded vendor will be responsible for monitoring ongoing legislation and ensuring compliance with new State and Federal Laws when enacted.

Section 1– State of Delaware Code Related to Pharmacy Benefit Management, Coverage Requirements, and General Oversight

Title 18– Insurance Code

Chapter 33A.– Pharmacy Benefits Managers

Subchapter I. Pharmacy Audit Integrity Program [For application of this subchapter, see 80 Del. Laws, c. 245, § 2]

Subchapter II. Maximum Allowable Cost Pricing for Prescription Drugs and Reimbursement for and Provision of Pharmacy Goods or Services [For application of this subchapter, see 80 Del. Laws, c. 245, § 2; and 83 Del. Laws, c. 256, § 15]

Subchapter III. Permitted Disclosures Related to Prescription Drugs [For application of this subchapter, see 81 Del. Laws, c. 378, § 2].

Subchapter IV. Prior Authorization of Emergency Prescriptions and Prescriptions for Chronic or Long-Term Conditions

Subchapter V. Registration of Pharmacy Benefits Managers

Subchapter VI. Pharmacy Benefits Manager Network Requirements [For application of this subchapter, see 83 Del. Laws, c. 256, §? 15]

Subchapter VII. Prohibited Practices; Penalties; Enforcement [For application of this subchapter, see 83 Del. Laws, c. 256, §? 15]

Subchapter VIII. Fairness in Cost-Sharing for Pharmacy Benefits Managers [For application of this subchapter, see 83 Del. Laws, c. 522, § 4]

Title 24– Professions and Occupations

Chapter 25– Pharmacy

Subchapter I. Objectives; Definitions; Board of Pharmacy

Subchapter II. Licensure

Subchapter III. Miscellaneous provisions

Subchapter IV. Pharmacies

Subchapter V. Pharmaceutical Establishments Other Than Pharmacies

Subchapter VI. Prohibited Acts; Penalties Generally; Enforcement

Subchapter VII. Pharmacy Peer Review

Title 18– Insurance Code

Chapter 73– Pharmacy Access Act

§ 7302. Purpose and applicability.

(a) The General Assembly finds that pharmaceutical services and prescription drugs are an essential service to the people of this State and that the broadest possible access to such services should be mandated and therefore finds that this chapter shall apply to all health benefit plans providing pharmaceutical service benefits, including prescription drugs, to any resident of Delaware. This chapter shall also apply to insurance companies and health maintenance organizations that provide or administer coverage and benefits for prescription drugs.

(b) This chapter shall not apply to any entity that has its own facility, employs or contracts with physicians, pharmacists, nurses and other health-care personnel, and that dispenses prescription drugs from its own pharmacy to its employees and to enrollees of its health benefit plan; provided, however, this chapter shall apply to an entity otherwise excluded that contracts with an outside pharmacy or group of pharmacies to provide prescription drugs and services. This chapter shall not apply to any federal program, clinical trial program, hospital or other health-care facility when dispensing prescription drugs to its patients.

69 Del. Laws, c. 227, § 1;

§ 7303. Access and prohibitions.

(a) Any person in the State may select the pharmacy of the person's choice as long as the pharmacy has agreed to participate in the plan according to the terms offered by the insurer.

(b) Any pharmacy or pharmacist has the right to participate as a contract provider under a plan or policy if the pharmacy or pharmacist agrees to accept the terms and reimbursement set forth by the insurer.

(c) No insurer shall impose on a beneficiary any co-payment or condition that is not equally imposed with all contracting pharmacy providers the beneficiary may utilize.

(d) No insurer shall require a beneficiary, as a condition of payment or reimbursement, to purchase pharmacy services, including prescription drugs, exclusively through a mail-order pharmacy.

(e) A pharmacist or pharmacy shall not interfere with the control of over-utilization of a plan's covered services and may not waive, discount, rebate or distort in any way the designated co-payment of any insurer plan or patient's co-insurance portion of a prescription drug coverage plan.

(f) At least 60 days prior to the effective date of any health benefit plan or renewal of any pharmacy contract network which provides for coverage of pharmacy services, including prescription drug coverage, to Delaware residents, and restricts pharmacy participation, the entity providing the health benefit plan shall provide notice to all pharmacies within the State and shall offer to the pharmacies the opportunity to participate in the health benefit plan. Such notice and offer shall be considered given upon delivery of written notice to the Delaware Pharmaceutical Society, Inc. or its successor, and upon publication of such notice in a newspaper of general circulation throughout the State. All pharmacies within the State shall be eligible to participate under identical reimbursement terms for providing pharmacy services, including prescription drugs. The health benefit insurer shall inform the plan beneficiaries of the names and locations of pharmacies that are participating in the plan as providers of pharmacy services.

(g) Any provision in a health benefit plan which is executed, delivered or renewed, or otherwise contracted for in this State that is contrary to any provision of this section shall, to the extent of the conflict, be void.

(h) It shall be a violation of this section for any insurer of any person to provide any health benefit plan that provides for pharmaceutical services to residents of this State that does not conform to the provisions of this section.

69 Del. Laws, c. 227, § 1; 70 Del. Laws, c. 186, § 1;

Title 29– State Government

Chapter 52– Health Care Insurance

§ 5220. Pharmacist services reimbursement.

(a) The plan must provide reimbursement to a pharmacist for a service or procedure at a rate not less than that provided to other nonphysician practitioners if the service or procedure is all of the following:

(1) Within the scope of practice of a pharmacist.

(2) Would otherwise be covered under the policy, plan, or contract if the service or procedure is provided by any health-care service provider or practitioner, including a physician, advance practice registered nurse, or physician assistant.

(b) Whenever a service is performed by a licensed pharmacist and reimbursed by the plan, the licensed pharmacist must be granted such rights of participation, plan admission, and registration as may be granted by the plan to any health-care service provider or practitioner, including a physician, advance practice registered nurse, or physician assistant performing such a service.

84 Del. Laws, c. 421, § 4;

Section 2– Pending Legislation

Senate Substitute 1 for Senate Bill 12

Long Title: AN ACT TO AMEND TITLE 18 OF THE DELAWARE CODE RELATING TO THE DELAWARE
PRE-AUTHORIZATION ACT OF 2025.

Original Synopsis: This Legislation is the Delaware Pre-Authorization Reform Act of 2025. Section 1 of the Act applies to health Insurance Contracts regulated under Chapter 33 of Title 18. Section 1 provides that changes in utilization review terms for a health-care service, such as the clinical criteria used to conduct utilization reviews for a health-care service, will apply only upon re- authorization of the health-care service. Covered persons must be notified at least 6 months before any changes to utilization review terms, except in certain circumstances such as changes in clinical guideline status In addition, Section 1 sets qualifications for who may make determinations with regard to requests for pre- authorization of health-care services and appeals of adverse determinations; a timeline and required contents for the notification of an outcome of appeal of an adverse determination or a notification that additional information is necessary to make the determination of appeal; and requirements for any utilization review entity used to perform utilization review by an insurer, health-benefit plan, or health-service corporation. Section 1 also shortens the timelines for the determination of pre-authorization requests and notification to the health-care provider of the determination.

For requests for pre-authorization of non-urgent health-care services not submitted electronically, the utilization review entity must notify the health-care provider within 5 business days of receipt of the request; for requests submitted electronically, notification must be given within 3 business days of receipt. For requests for pre-authorization for urgent health-care services submitted electronically, notification must be given within 24 hours of receipt.

By January 1, 2027, insurers, health-benefit plans, health-service corporations, and utilization review entities must accept and respond to electronic pre-authorization requests through the same platform as the electronic request was submitted. In addition, Section 1 extends the time period that a pre-authorization is valid for from 60 days to 90 days. Finally, Section 1 provides that no more than 1 pre-authorization may be required for a single episode of care, and that if pre-authorization is granted as to a health-care service that is part of a group of services for which a bundled payment is

charged, pre-authorization for the other health-care services included in the group is deemed to be approved as well.

Section 2 of the Act applies to Group and Blanket Health Insurance under Chapter 35 of Title 18 and makes the same changes to pre-authorization standards and procedures that Section 1 of the Act makes to Health Insurance Contracts regulated under Chapter 33 of Title 18.

Section 3 of the Act provides that the State Employee Benefits Committee established under § 9602 of the Title 29 of the Delaware Code must ensure that carriers administering plans for group health insurance comply with the requirements and provisions for pre-authorization set forth in Chapter 33, Subchapter II and Chapter 35, Subchapter V of Title 18.

Section 4 of the Act provides that the Act will apply to health insurance policies, contracts, or certificates issued, modified, or renewed after December 31, 2026.

Section 5 of the Act provides that the Department of Health and Social Services must, to the extent feasible, assure that contracts awarded to carriers providing health insurance relating to Medicaid assistance comply with the requirements and provisions for pre-authorization set forth in Chapter 33, Subchapter II and Chapter 35, Subchapter V of Title 18.

Section 6 provides that this Act is known as the "Delaware Pre-Authorization Reform Act of 2025."

Attachment 24

Commercial Account Structure

Super Client Name	Carrier ID	Carrier Name	Account ID	Account Name	Group ID	Group Name	Client Coverage Effective Date	Client Coverage Expiration Date	EIN	Issuer Name1	State
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11001	ALL MERIT AGCY NO SCH AHF	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11002	BRANDYWINE SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11003	APPOQUINIMINK SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11004	RED CLAY SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11005	CHRISTINA SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11006	COLONIAL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11007	NEW CASTLE COUNTY VO TECH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11008	STATE BOARD OF EDUCATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11009	SMYRNA SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11010	LAKE FOREST SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11011	CAESAR RODNEY SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH	DE

										INSURANCE PLAN	
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11012	CAPITAL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11013	POLYTECH SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11014	DEL TECH COMM COLLEGE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11015	DEL STATE UNIVERSITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11016	WOODBRIDGE SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11017	DELMAR SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11018	CAPE HENLOPEN SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11019	MILFORD SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11020	SEAFORD SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11021	INDIAN RIVER SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11022	LAUREL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11023	SUSSEX VO TECH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11024	CHARTER SCHOOL OF WILM	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11025	POSITIVE OUTCOMES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11026	EAST SIDE CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11027	CAMPUS COMMUNITY SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11028	THOMAS A. EDISON CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11029	SUSSEX ACADEMY OF ARTS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11031	KUUMBA ACADEMY CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11032	MOT CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11033	PVD CREEK ACAD CHTR SCH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11034	DELAWARE MILITARY ACADEMY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11035	ACADEMY OF DOVER CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11036	CHTR SCH OF NEW CASTLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11038	ODYSSEY CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11039	NEWARK CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11045	LAS AMERICAS ASPIRA ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11046	GATEWAY LAB CHTR SCH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11047	EARLY COLLEGE HIGH SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11048	ACADEMIA ANTONIA ALONSO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11049	FIRST STE MONTESSORI ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11052	FIRST STATE MILITARY ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11055	GREAT OAKS CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11056	FREIRE CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11058	SUSSEX MONTESSORI SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	11059	BRYAN ALLEN STEVENSON SCH	07/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	12001	SOD PENS NOMED SPC MDFIL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	12003	CITY OF DOVER PENSIONERS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	12004	TOWN OF SMYRNA PENSIONERS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	12005	DE STE HOUS AUTH PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	12006	CITY OF REHOBOTH PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	13002	U OF DE ACT FUTR SOD RETD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	13003	U O DE PENS SPC MDFILW RX	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	14001	DE TRANSIT CORP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	14002	DE TRANSIT CORP PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15001	DE SOLID WASTE AUTHORITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15002	REHAB & LIQUIDATION, DOI	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15003	PUBLIC EMPLOYEE CNCL 81	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15004	DE STATE HOUSING AUTH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15005	DE STADIUM CORPORATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15006	RIVERFRONT DEV CORP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15007	CITY OF REHOBOTH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15008	TOWN OF DEWEY BEACH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15009	TOWN OF SOUTH BETHANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15010	TOWN OF ELSMERE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15011	CITY OF DOVER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15012	TOWN OF SMYRNA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15014	NC CONSERVATION DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15015	CITY OF DELAWARE CITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15016	DE STATE ED ASSOC (DSEA)	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15017	TOWN OF FENWICK ISLAND	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15018	TOWN OF MILLSBORO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15019	SUSSEX CTY CONSERVATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15020	TOWN OF HENLOPEN ACRES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15021	KENT CONSERVATION DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15022	CITY OF NEW CASTLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15023	TOWN OF FELTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15024	TOWN OF CLAYTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15025	BRANDYWINE HUNDRED FIRECO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15026	TOWN OF TOWNSEND	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15027	WILMINGTON PARKING AUTHOR	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15028	TOWN OF BRIDGEVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15029	MUNICIPAL SERVICE COMM	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15030	TOWN OF CHESWOLD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15031	TOWN OF SELBYVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15032	BRIDGEVILLE VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15033	CAMDEN-WYOMING FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15034	CHESWOLD FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15035	CHRISTIANA FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15036	CRANSTON HEIGHTS FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15037	DELAWARE CITY FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15038	ELLENDALE VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15039	ELSMERE FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15040	GREENWOOD FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15041	HOCKESSIN FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15043	LEWES FIRE DEPARTMENT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15044	MINQUAS FIRE CO. NO 1	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15045	PORT PENN FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15046	TOWNSEND FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15047	HARTLY FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15048	GOOD-WILL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15049	TOWN OF MILLVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15050	TOWN OF OCEAN VIEW	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15051	TOWN OF MILTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15052	REHOBOTH BEACH FIRE DEPT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15053	CITY OF HARRINGTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15054	TOWN OF DAGSBORO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15055	MILTON FIRE DEPARTMENT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15056	TOWN OF WYOMING	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15057	CITY OF LEWES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15059	MARYDEL VOLUNTEER FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15060	TOWN OF BETHANY BEACH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15061	TOWN OF FREDERICA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15062	TOWN OF NEWPORT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15063	FT DUPONT RDVLPMT N PRSVN	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15064	CARLISLE FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15065	DE PROSPERITY PARTNERSHIP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15066	MILLSBORO FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15067	ATN HOSE HOOK N LADDER CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15068	ROXANA VOLUNTEER FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15070	ODESSA FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15071	BETHANY BEACH VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15072	HOUSTON FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15073	TOWN OF FRANKFORD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15074	TOWN OF CAMDEN	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15075	FELTON VOLUNTEER FIRE CO	03/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15076	FRANKFORD VOL FIRE CO	03/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15077	CLAYMONT FIRE COMPANY	04/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15079	MINQUADALE FIRE COMPANY	03/01/2023	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	15500	COBRA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	863728	AETNA GOLD PLAN	16001	HB 158 DEPENDENTS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11001	ALL MERIT AGCY NO SCH AHF	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11002	BRANDYWINE SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11003	APPOQUINIMINK SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11004	RED CLAY SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11005	CHRISTINA SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11006	COLONIAL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11007	NEW CASTLE COUNTY VO TECH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11008	STATE BOARD OF EDUCATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11009	SMYRNA SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11010	LAKE FOREST SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11011	CAESAR RODNEY SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11012	CAPITAL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11013	POLYTECH SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11014	DEL TECH COMM COLLEGE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11015	DEL STATE UNIVERSITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11016	WOODBRIDGE SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11017	DELMAR SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11018	CAPE HENLOPEN SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11019	MILFORD SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11020	SEAFORD SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11021	INDIAN RIVER SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11022	LAUREL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11023	SUSSEX VO TECH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11024	CHARTER SCHOOL OF WILM	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11025	POSITIVE OUTCOMES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11026	EAST SIDE CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11027	CAMPUS COMMUNITY SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11028	THOMAS A. EDISON CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11029	SUSSEX ACADEMY OF ARTS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11031	KUUMBA ACADEMY CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11032	MOT CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11033	PVD CREEK ACAD CHTR SCH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11034	DELAWARE MILITARY ACADEMY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11035	ACADEMY OF DOVER CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11036	CHTR SCH OF NEW CASTLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11038	ODYSSEY CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11039	NEWARK CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11045	LAS AMERICAS ASPIRA ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11046	GATEWAY LAB CHTR SCH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11047	EARLY COLLEGE HIGH SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11048	ACADEMIA ANTONIA ALONSO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11049	FIRST STE MONTESSORI ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11052	FIRST STATE MILITARY ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11055	GREAT OAKS CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11056	FREIRE CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11058	SUSSEX MONTESSORI SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	11059	BRYAN ALLEN STEVENSON SCH	07/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	12001	SOD PENS NOMED SPC MDFIL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	12003	CITY OF DOVER PENSIONERS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	12004	TOWN OF SMYRNA PENSIONERS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	12005	DE STE HOUS AUTH PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	12006	CITY OF REHOBOTH PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	13002	U OF DE ACT FUTR SOD RETD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	13003	U O DE PENS SPC MDFILW RX	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	14001	DE TRANSIT CORP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	14002	DE TRANSIT CORP PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15001	DE SOLID WASTE AUTHORITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15002	REHAB & LIQUIDATION, DOI	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15003	PUBLIC EMPLOYEE CNCL 81	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15004	DE STATE HOUSING AUTH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15005	DE STADIUM CORPORATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15006	RIVERFRONT DEV CORP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15007	CITY OF REHOBOTH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15008	TOWN OF DEWEY BEACH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15009	TOWN OF SOUTH BETHANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15010	TOWN OF ELSMERE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15011	CITY OF DOVER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15012	TOWN OF SMYRNA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15014	NC CONSERVATION DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15015	CITY OF DELAWARE CITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15016	DE STATE ED ASSOC (DSEA)	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15017	TOWN OF FENWICK ISLAND	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15018	TOWN OF MILLSBORO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15019	SUSSEX CTY CONSERVATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15020	TOWN OF HENLOPEN ACRES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15021	KENT CONSERVATION DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15022	CITY OF NEW CASTLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15023	TOWN OF FELTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15024	TOWN OF CLAYTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15025	BRANDYWINE HUNDRED FIRECO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15026	TOWN OF TOWNSEND	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15027	WILMINGTON PARKING AUTHOR	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15028	TOWN OF BRIDGEVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15029	MUNICIPAL SERVICE COMM	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15030	TOWN OF CHESWOLD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15031	TOWN OF SELBYVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15032	BRIDGEVILLE VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15033	CAMDEN-WYOMING FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15034	CHESWOLD FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15035	CHRISTIANA FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15036	CRANSTON HEIGHTS FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15037	DELAWARE CITY FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15038	ELLENDALE VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15039	ELSMERE FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15040	GREENWOOD FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15041	HOCKESSIN FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15043	LEWES FIRE DEPARTMENT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15044	MINQUAS FIRE CO. NO 1	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15045	PORT PENN FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15046	TOWNSEND FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15047	HARTLY FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15048	GOOD-WILL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15049	TOWN OF MILLVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15050	TOWN OF OCEAN VIEW	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15051	TOWN OF MILTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15052	REHOBOTH BEACH FIRE DEPT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15053	CITY OF HARRINGTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15054	TOWN OF DAGSBORO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15055	MILTON FIRE DEPARTMENT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15056	TOWN OF WYOMING	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15057	CITY OF LEWES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15059	MARYDEL VOLUNTEER FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15060	TOWN OF BETHANY BEACH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15061	TOWN OF FREDERICA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15062	TOWN OF NEWPORT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15063	FT DUPONT RDVLPMT N PRSVN	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15064	CARLISLE FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15065	DE PROSPERITY PARTNERSHIP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15066	MILLSBORO FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15067	ATN HOSE HOOK N LADDER CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15068	ROXANA VOLUNTEER FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15070	ODESSA FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15071	BETHANY BEACH VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15072	HOUSTON FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15073	TOWN OF FRANKFORD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15074	TOWN OF CAMDEN	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15075	FELTON VOLUNTEER FIRE CO	03/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15076	FRANKFORD VOL FIRE CO	03/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15077	CLAYMONT FIRE COMPANY	04/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15079	MINQUADALE FIRE COMPANY	03/01/2023	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	15500	COBRA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	866150	AETNA HMO	16001	HB 158 DEPENDENTS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006452	SOD PENS NOMED SPC MDFIL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006459	CITY OF DOVER PENSIONERS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006463	CITY OF DOVER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006469	CITY OF REHOBOTH PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006473	CITY OF REHOBOTH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006479	DE TRANSIT CORP PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006483	DE TRANSIT CORP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006488	DE STE HOUS AUTH PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006492	DE STATE HOUSING AUTH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006503	U O DE PENS SPC MDFILW RX	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006507	U OF DE ACT FUTR SOD RETD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006518	COBRA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006524	TOWN OF SMYRNA PENSIONERS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006528	HOCKESSIN FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006532	CRANSTON HEIGHTS FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006536	TOWNSEND FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006540	DELAWARE CITY FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006544	PORT PENN FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006548	HARTLY FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006552	MINQUAS FIRE CO. NO 1	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006556	CHESWOLD FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006560	CHRISTIANA FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006564	ALL MERIT AGCY NO SCH AHF	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006568	ACADEMY OF DOVER CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006572	DELAWARE MILITARY ACADEMY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006576	TOWN OF CLAYTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006580	BRANDYWINE HUNDRED FIRECO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006592	CHTR SCH OF NEW CASTLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006596	ODYSSEY CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006600	BRANDYWINE SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006604	APPOQUINIMINK SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006608	RED CLAY SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006612	CHRISTINA SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006616	COLONIAL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006620	NEW CASTLE COUNTY VO TECH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006624	MOT CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006644	LAS AMERICAS ASPIRA ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006648	GATEWAY LAB CHTR SCH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006651	STATE BOARD OF EDUCATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006655	SMYRNA SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006659	LAKE FOREST SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006662	CAESAR RODNEY SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006666	CAPITAL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006670	POLYTECH SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006674	DEL TECH COMM COLLEGE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006678	DEL STATE UNIVERSITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006682	WOODBRIDGE SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006686	BRIDGEVILLE VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006690	DELMAR SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006694	KUUMBA ACADEMY CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006698	CAPE HENLOPEN SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006702	MILFORD SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006706	SEAFORD SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006710	INDIAN RIVER SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006714	LAUREL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006718	SUSSEX VO TECH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006726	SUSSEX ACADEMY OF ARTS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006730	CHARTER SCHOOL OF WILM	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006734	POSITIVE OUTCOMES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006738	EAST SIDE CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006742	CAMPUS COMMUNITY SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006746	RIVERFRONT DEV CORP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006750	PUBLIC EMPLOYEE CNCL 81	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006754	PVD CREEK ACAD CHTR SCH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006762	NEWARK CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006766	REHAB & LIQUIDATION, DOI	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006770	DE SOLID WASTE AUTHORITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006774	THOMAS A. EDISON CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006778	CITY OF DELAWARE CITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006782	CITY OF NEW CASTLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006790	DE STATE ED ASSOC (DSEA)	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006794	KENT CONSERVATION DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006798	MUNICIPAL SERVICE COMM	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006802	NC CONSERVATION DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006806	SUSSEX CTY CONSERVATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006810	TOWN OF BRIDGEVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006814	TOWN OF DEWEY BEACH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006818	TOWN OF ELSMERE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006822	TOWN OF FELTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006826	TOWN OF FENWICK ISLAND	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006830	TOWN OF HENLOPEN ACRES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006834	TOWN OF MILLSBORO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006838	TOWN OF SELBYVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006842	TOWN OF SMYRNA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006846	TOWN OF SOUTH BETHANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006850	TOWN OF TOWNSEND	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006854	WILMINGTON PARKING AUTHOR	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006858	TOWN OF CHESWOLD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006866	ELSMERE FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006870	CAMDEN-WYOMING FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006874	LEWES FIRE DEPARTMENT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006878	ELLENDALE VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006881	GREENWOOD FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006885	DE STADIUM CORPORATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10006889	GOOD-WILL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10055144	EARLY COLLEGE HIGH SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10055147	ACADEMIA ANTONIA ALONSO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10055151	FIRST STE MONTESSORI ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10055193	FIRST STATE MILITARY ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10057589	HB 158 DEPENDENTS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10057616	GREAT OAKS CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10057621	FREIRE CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10119364	TOWN OF OCEAN VIEW	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10119368	TOWN OF MILLVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10119372	TOWN OF MILTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10119376	CITY OF HARRINGTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10119936	TOWN OF DAGSBORO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10119940	MILTON FIRE DEPARTMENT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10119944	TOWN OF WYOMING	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10119948	CITY OF LEWES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10120002	MARYDEL VOLUNTEER FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10120239	TOWN OF FREDERICA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10120783	TOWN OF NEWPORT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10161795	FT DUPONT RDVLPMT N PRSVN	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10162261	CARLISLE FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10162364	DE PROSPERITY PARTNERSHIP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10430397	MILLSBORO FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10430399	ATN HOSE HOOK N LADDER CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10488398	ROXANA VOLUNTEER FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10494726	ODESSA FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10496710	BETHANY BEACH VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10510217	SUSSEX MONTESSORI SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10512214	HOUSTON FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10512447	TOWN OF BETHANY BEACH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10540956	REHOBOTH BEACH FIRE DEPT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10540960	FELTON VOLUNTEER FIRE CO	03/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10540962	FRANKFORD VOL FIRE CO	03/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10568720	TOWN OF FRANKFORD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10568722	TOWN OF CAMDEN	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10692454	CLAYMONT FIRE COMPANY	04/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10703500	BRYAN ALLEN STEVENSON SCH	07/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	COMP PPO	HMK COMP PPO	10703506	MINQUADALE FIRE COMPANY	03/01/2023	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006453	SOD PENS NOMED SPC MDFIL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006460	CITY OF DOVER PENSIONERS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006464	CITY OF DOVER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006470	CITY OF REHOBOTH PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006474	CITY OF REHOBOTH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006480	DE TRANSIT CORP PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006484	DE TRANSIT CORP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006489	DE STE HOUS AUTH PENS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006493	DE STATE HOUSING AUTH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006504	U O DE PENS SPC MDFILW RX	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006508	U OF DE ACT FUTR SOD RETD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006519	COBRA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006525	TOWN OF SMYRNA PENSIONERS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006529	HOCKESSIN FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006533	CRANSTON HEIGHTS FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006537	TOWNSEND FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006541	DELAWARE CITY FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006545	PORT PENN FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006549	HARTLY FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006553	MINQUAS FIRE CO. NO 1	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006557	CHESWOLD FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006561	CHRISTIANA FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006565	ALL MERIT AGCY NO SCH AHF	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006569	ACADEMY OF DOVER CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006573	DELAWARE MILITARY ACADEMY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006577	TOWN OF CLAYTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006581	BRANDYWINE HUNDRED FIRECO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006593	CHTR SCH OF NEW CASTLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006597	ODYSSEY CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006601	BRANDYWINE SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006605	APPOQUINIMINK SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006609	RED CLAY SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006613	CHRISTINA SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006617	COLONIAL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006621	NEW CASTLE COUNTY VO TECH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006625	MOT CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006645	LAS AMERICAS ASPIRA ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006652	STATE BOARD OF EDUCATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006656	SMYRNA SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006660	LAKE FOREST SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006663	CAESAR RODNEY SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006667	CAPITAL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006671	POLYTECH SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006675	DEL TECH COMM COLLEGE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006679	DEL STATE UNIVERSITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006683	WOODBRIDGE SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006687	BRIDGEVILLE VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006691	DELMAR SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006695	KUUMBA ACADEMY CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006699	CAPE HENLOPEN SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006703	MILFORD SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006707	SEAFORD SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006711	INDIAN RIVER SCHOOL DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006715	LAUREL SCHOOL DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006719	SUSSEX VO TECH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006727	SUSSEX ACADEMY OF ARTS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006731	CHARTER SCHOOL OF WILM	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006735	POSITIVE OUTCOMES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006739	EAST SIDE CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006743	CAMPUS COMMUNITY SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006747	RIVERFRONT DEV CORP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006751	PUBLIC EMPLOYEE CNCL 81	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006755	PVD CREEK ACAD CHTR SCH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006763	NEWARK CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006767	REHAB & LIQUIDATION, DOI	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006771	DE SOLID WASTE AUTHORITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006775	THOMAS A. EDISON CHARTER	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006779	CITY OF DELAWARE CITY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006783	CITY OF NEW CASTLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006791	DE STATE ED ASSOC (DSEA)	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006795	KENT CONSERVATION DIST	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006799	MUNICIPAL SERVICE COMM	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006803	NC CONSERVATION DISTRICT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006807	SUSSEX CTY CONSERVATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006811	TOWN OF BRIDGEVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006815	TOWN OF DEWEY BEACH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006819	TOWN OF ELSMERE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006823	TOWN OF FELTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006827	TOWN OF FENWICK ISLAND	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006831	TOWN OF HENLOPEN ACRES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006835	TOWN OF MILLSBORO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006839	TOWN OF SELBYVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006843	TOWN OF SMYRNA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006847	TOWN OF SOUTH BETHANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006851	TOWN OF TOWNSEND	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006855	WILMINGTON PARKING AUTHOR	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006859	TOWN OF CHESWOLD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006867	ELSMERE FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006871	CAMDEN-WYOMING FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006875	LEWES FIRE DEPARTMENT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006879	ELLENDALE VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006882	GREENWOOD FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006886	DE STADIUM CORPORATION	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10006890	GOOD-WILL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10008256	GATEWAY LAB CHTR SCH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10055143	EARLY COLLEGE HIGH SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10055148	ACADEMIA ANTONIA ALONSO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10055152	FIRST STE MONTESSORI ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10055192	FIRST STATE MILITARY ACAD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10057588	HB 158 DEPENDENTS	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10057615	GREAT OAKS CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10057620	FREIRE CHARTER SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10119365	TOWN OF OCEAN VIEW	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10119369	TOWN OF MILLVILLE	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10119373	TOWN OF MILTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10119377	CITY OF HARRINGTON	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10119935	TOWN OF DAGSBORO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10119939	MILTON FIRE DEPARTMENT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10119943	TOWN OF WYOMING	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10119947	CITY OF LEWES	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10120005	MARYDEL VOLUNTEER FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10120240	TOWN OF FREDERICA	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10120784	TOWN OF NEWPORT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10161796	FT DUPONT RDVLPMT N PRSVN	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10162262	CARLISLE FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10162365	DE PROSPERITY PARTNERSHIP	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10430396	MILLSBORO FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10430398	ATN HOSE HOOK N LADDER CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10488397	ROXANA VOLUNTEER FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10494725	ODESSA FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10496709	BETHANY BEACH VOL FIRE CO	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10510218	SUSSEX MONTESSORI SCHOOL	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10512213	HOUSTON FIRE COMPANY	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10512446	TOWN OF BETHANY BEACH	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10540955	REHOBOTH BEACH FIRE DEPT	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10540959	FELTON VOLUNTEER FIRE CO	03/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10540961	FRANKFORD VOL FIRE CO.	03/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10568721	TOWN OF FRANKFORD	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10568723	TOWN OF CAMDEN	07/01/2021	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10692453	CLAYMONT FIRE COMPANY	04/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10703499	BRYAN ALLEN STEVENSON SCH	07/01/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	21AD	STATE OF DELAWARE	FIRST STATE	HMK FIRST STATE BASIC	10703505	MINQUADALE FIRE COMPANY	03/01/2023	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

Attachment 25

EGWP Account Structure

Super Client Name	Carrier ID	Carrier Name	Account ID	Account Name (Highmark Group ID)	Group ID (Highmark Group ID)	Group Name	Group Description	Client Coverage Effective Date	Client Coverage Expiration Date	EIN	Issuer Name1	State
STATE OF DELAWARE	9585	State of Delaware EGWP		Medicfill with Rx	10006515	STDECOBRASTD	State of Delaware COBRA	1/1/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	9585	State of Delaware EGWP		Medicfill with Rx	10006450	STPENSIONERSTD	State of Delaware Pensioners	1/1/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	9585	State of Delaware EGWP		Medicfill with Rx	10006456	CTYDOVERSTD	City of Dover	1/1/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	9585	State of Delaware EGWP		Medicfill with Rx	10006466	CTYREHOBOTHSTD	City of Rehoboth	1/1/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	9585	State of Delaware EGWP		Medicfill with Rx	10006522	TNSMYRNASTD	Town of Smyrna	1/1/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	9585	State of Delaware EGWP		Medicfill with Rx	10006476	DELREGTRANSTSTD	Delaware Regional Transit	1/1/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE
STATE OF DELAWARE	9585	State of Delaware EGWP		Medicfill with Rx	10006400	DELHOUSAUTHSTD	Delaware Housing Authority	1/1/2022	12/31/2039	516000279	STATE OF DELAWARE GROUP HEALTH INSURANCE PLAN	DE

Attachment 26

Pharmacy Plan Design and UM Programs – Commercial

- Confidential, NDA required
- Released in ProposalTech

Attachment 27

Pharmacy Plan Design and UM Programs – EGWP

- Confidential, NDA required
- Released in ProposalTech

Attachment 28

QB7 Report

- Confidential, NDA required
- Released in ProposalTech

Attachment 29

State of Delaware Claim File Summary for Commercial and EGWP

Refer to Attached Excel

Attachment 30

Office of Value Based Health Care Delivery (OVBHCD) PBM Template

Refer to Attached Excel

Attachment 31

FEE QUOTE

- Confidential, NDA required
- Released in ProposalTech

Attachment 32

Data File Descriptions and Layouts

- Confidential, NDA required
- Released in ProposalTech

Attachment 33

Census

- Confidential, NDA required
- Released in ProposalTech

Attachment 34

Claims Data

- Confidential, NDA required
- Released in ProposalTech

Attachment 35

Commercial Top By Cost 50 Specialty and Non-Specialty Drug Pricing

Top 50 Non-Specialty Drugs

Product Name	NDC Number Code	Preferred Biosimilar Alternative	Actual Acquisition Cost	Markup	Admin Fee/Dispensing Fee	Actual Rebate	Net Cost
WEGOVY	169452414						
WEGOVY	169451714						
ZEPBOUND PEN	2249580						
WEGOVY	169450114						
WEGOVY	169450514						
OZEMPIC 1 MG DOSES	169413013						
OZEMPIC 2 MG DOSES	169477212						
WEGOVY	169452514						
OZEMPIC 0.25 MG OR 0.5 MG DOSES	169418113						
ZEPBOUND PEN	2250680						
JARDIANCE	597015330						
NURTEC ODT	72618300002						
ZEPBOUND PEN	2248480						
MOUNJARO	2149580						
FARXIGA	310621030						
MOUNJARO	2148480						
ZEPBOUND PEN	2247180						
JARDIANCE	597015230						
ELIQUIS	3089421						
XARELTO	50458057930						
MOUNJARO	2147180						
MOUNJARO	2150680						
PAXLOVID 300MG;100MG DOSE PACK	69532130						
ZEPBOUND PEN	2246080						
ZEPBOUND PEN	2245780						
LO LOESTRIN FE	430042014						
TRULICITY	2143480						
QULIPTA	74709430						
COMIRNATY PFS 2024-2025 AGE 12 AND OLDER	69243210						

OMNIPOD 5 DEXG7G6 PODS (GEN5)	8508300021						
RYBELSUS	169431430						
MOUNJARO	2145780						
MOUNJARO	2146080						
TRELEGY ELLIPTA	173088710						
TRULICITY	2223680						
UBRELVY	23650110						
BREO ELLIPTA	173085910						
TRELEGY ELLIPTA	173089310						
VYVANSE	59417010410						
RYBELSUS	169430730						
VRAYLAR	61874011530						
XIFAXAN	65649030302						
JANUVIA	6027731						
VYVANSE	59417010310						
TRULICITY	2143380						
FARXIGA	310620530						
VRAYLAR	61874013030						
SPIKEVAX 2024-2025 FORMULA AGES 12 AND UP	80777011096						
ENTRESTO	78065920						
BREO ELLIPTA	173088210						

Top 50 Specialty Drugs

Product Name	NDC Number Code	Preferred Biosimilar Alternative	Actual Acquisition Cost	Markup	Admin Fee/Dispensing Fee	Actual Rebate	Net Cost
STELARA	57894006103						
DUPIXENT PEN	24591502						
TREMFYA	57894064011						
SKYRIZI	74210001						
ENBREL	58406003204						
BIKTARVY	61958250101						
OTEZLA	55513013760						
HYRIMOZ	83457010001						
RINVOQ	74230630						
DUPIXENT PFS	24591401						
TRIKAFTA	51167033101						
TALTZ	2144511						

KESIMPTA SENSOREADY PEN	78100768						
VIJOICE	78102184						
DESCOVY	61958200201						
KISQALI-600MG DAILY DOSE	78087463						
EMGALITY	2143611						
CIMZIA	50474071079						
XYWAV	68727015001						
SKYRIZI 360MG/2.4ML	74107001						
AJOVY	51759020210						
REPATHA SURECLICK	72511076002						
COSENTYX	78063941						
XELJANZ XR	69050130						
COSENTYX	78063968						
TAKHZYRO	47783064601						
STELARA	57894006003						
DAYBUE	63090066001						
ORENCIA CLICKJECT AUTOINJECTOR	3218851						
TREMFYA	57894064001						
COSENTYX UNOREADY PEN 300MG/2ML	78107068						
TASIGNA	78059287						
HUMIRA PEN	83457055402						
VERZENIO	2481554						
HEMLIBRA	50242092101						
SKYRIZI	74105001						
XELJANZ	69100101						
BIMZELX AUTOINJECTOR	50474078185						
XOLAIR PFS	50242021501						
RINVOQ	74231030						
SOGROYA	169203011						
OPSUMIT	66215050130						
FOLLISTIM AQ	78206013101						
TRIKAFTA	51167010602						
OFEV	597014360						
EPCLUSA	61958220101						
SOGROYA	169203711						
JYNARQUE 45/15	59148008728						
VYNDAMAX	69873030						
KISQALI-400MG DAILY DOSE	78086742						

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

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

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

   The total of three (3) references requested should include at least one (2) active and one (1) terminated and/or expired client to be procured through this competitive RFP process. If possible, at least one current reference should be a public sector client, though this is not a requirement. For each reference, indicate any involvement by staff members who will be servicing the State's account in the event of contract award. For references from clients with expired contracts, there are no timing restrictions on how recently the reference and your company terminated the contractual relationship. Please ensure ALL references provided in

your response include valid contact information (e.g., name, phone number, email address, etc.) and are aware that they will be contacted during the RFP evaluation process.

7. One (1) completed and signed copy of the Non-Disclosure Agreement (See Attachment 9).
8. One (1) completed and signed copy of the Data Confidentiality Agreement (See Attachment 11).
9. One (1) completed and signed copy of the Officer Certification Form (See Attachment 12).
10. One (1) completed copy of the Financial Ratings Form (See Attachment 13).
11. One (1) completed and signed copy of the Business Associate Agreement (See Attachment 14).
12. One (1) completed Fee Quote (Attachment 31)
13. One (1) completed and signed copy of the State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement (See Attachment 20).
14. One (1) completed and signed copy of the Questionnaire (See Attachment 22). This is done in ProposalTech.
15. All of the other Exhibits requested in the RFP.

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

STATE OF DELAWARE
Department of Human Resources

Appendix B - FOR ILLUSTRATION PURPOSES ONLY
PROFESSIONAL SERVICES AGREEMENT
for
[ENTER CONTRACT NAME]
Contract No. [Enter Contract Number]

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

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

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

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

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

1. **Services.**

1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, attached hereto as Appendix ___; and (c) Vendor's response to the request for proposals, attached hereto as Exhibit ___. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

Vendor is required to submit exceptions to Appendix B; these terms are included in the RFP. Any RFP exceptions should be noted in Attachment 3

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

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

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

2.1. The term of the initial contract shall be from _____, 20__ through _____, 20____. The Contract may be renewed for two (2) one (1) year periods through negotiation between the Vendor and Delaware.

2.2. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

2.3. Delaware will pay Vendor for the performance of services described in Appendix ___, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix ___.

2.4. Delaware's obligation to pay Vendor for the performance of services described in Appendix ___, Statement of Work will not exceed the fixed fee amount of $_____. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.

2.5. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are

required to identify the contract number ENTER CONTRACT NUMBER on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

2.6. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.

2.7. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.

2.8. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.9. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers and tractors. More detail is included in IRS Publication 510 Excise Taxes located at https://www.irs.gov/publications/p510. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.

2.10. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.11. Invoices shall be submitted to:

3. **Responsibilities of Vendor.**

3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at https://dti.delaware.gov/technology-services/standards-and-policies/, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

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

3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.

3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project Team	Title	% of Project Involvement

3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable

circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

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

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

3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.

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

4. **Time Schedule.**

4.1. A project schedule is included in Appendix A.

4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.

4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix A.

5. **State Responsibilities.**

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

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

5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members and shall so inform Vendor by written notice before the effective date of each such delegation.

5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

a. Copies of reports, surveys, records, and other pertinent documents;

b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. **Work Product.**

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

6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. **Confidential Information.**

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

8. **Warranty.**

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

8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. **Indemnification; Limitation of Liability.**

9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:

a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or

b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.

9.2. If Delaware promptly notifies Vendor in writing of a third-party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:

a. Delaware's misuse or modification of the Deliverable;

b. Delaware's failure to use corrections or enhancements made available by Vendor;

c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;

d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or

e. Information, direction, specification, or materials provided by Vendor or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either

i. Procure the right for Delaware to continue using it,

ii. Replace it with a non-infringing equivalent,

iii. Modify it to make it non-infringing.

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

10. **Employees.**

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

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

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

11. **Independent Contractor.**

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

11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term

disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

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

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

12. Dispute Resolution.

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

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

13. **Remedies**

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

14. **Suspension**

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

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

15. **Termination.**

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

a. Not less than 20 calendar days written notice of intent to terminate; and

b. An opportunity for consultation with the terminating party prior to termination.

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

a. Not less than 30 calendar days written notice of intent to terminate; and

b. An opportunity for consultation with Delaware prior to termination.

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

a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and

b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor’s default.

c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

15.6. Gratuities.

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

b. In the event this Agreement is terminated as provided in 15.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

c. The rights and remedies of Delaware provided in Section 15.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

16. **Severability.**

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

17. **Assignment; Subcontracts.**

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

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

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

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

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

18. **Force Majeure; Applicability.**

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

a. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

b. Diseases, plagues, quarantine, epidemics or pandemics;

c. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

d. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk.

19. **Non-Appropriation of Funds.**

19.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

19.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

20. **State of Delaware Business License.**

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

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

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

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

21. **Complete Agreement.**

21.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not

be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

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

21.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

22. **Miscellaneous Provisions.**

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

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

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

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

22.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity,

disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

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

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

22.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

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

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

23. **Insurance.**

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

b. Commercial General Liability - $1,000,000 per occurrence/$3,000,000 per aggregate.

c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:

    1. $1,000,000 combined single limit each accident, for bodily injury;

    2. $250,000 for property damage to others;

    3. $25,000 per person per accident Uninsured/Underinsured Motorists coverage;

    4. $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and

    5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The PBM must carry at least one of the following depending on the scope of work being performed.

a. Medical/Professional Liability - $1,000,000 per occurrence/$3,000,000 per aggregate

b. Miscellaneous Errors and Omissions - $1,000,000 per occurrence/$3,000,000 per aggregate

c. Product Liability - $1,000,000 per occurrence/$3,000,000 aggregate

Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

ENTER AGENCY NAME
Contract No: ENTER CONTRACT NUMBER
State of Delaware
ADDRESS
ADDRESS

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this

Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

24. **Performance Requirements**

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

25. **Performance Bond**

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

OR

There is no Performance Bond requirement.

26. **Assignment of Antitrust Claims.**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

27. **Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

28. **Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:
(Agency contact address) _____

VENDOR:
(Vendor contact address) _____

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

STATE OF DELAWARE
DEPARTMENT OF
_____

_____
Witness

_____
Name

_____
Title

_____
Date

VENDOR

_____

_____
Witness

_____
Name

_____
Title