

STATE OF DELAWARE
Department of Human Resources



State of Delaware
Department of Human Resources
Statewide Benefits Office

March 27, 2026

TO: ALL OFFERORS

FROM: Pamela Barr
RFP and Contract Manager

SUBJECT: ADDENDUM 1 TO REQUEST FOR PROPOSAL
DHR25006A-PBM Pharmacy Benefit Management Services

Please note the following changes, revisions and additions to Attachments for this RFP.

Attachment 9 – Non-Disclosure Agreement

Attachment 11 – Data Confidentiality

All other terms and conditions remain the same.

All vendors must return a signed copy of Addendum with their proposal as acknowledgement of receipt.

Signature: _____

Printed Name: _____

Company: _____

Date: _____

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 March 25, 2026, 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 Pharmacy Plan Design for Commercial and EGWP, QB7 report, Fee Quote, Data File Descriptions and Layouts, Census, and Claims Data (Attachments 26-28 and 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 agrees that it will:
 - (a) use commercially reasonable efforts to safeguard the Proprietary Information, and to prevent any unauthorized access, reproduction, disclosure, or use of any of the Proprietary

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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, 2027 or within 30 days of notification by the State that Vendor's proposal has not been accepted, whichever is sooner, 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

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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 NDA 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.

**STATE OF DELAWARE
DEPARTMENT OF HUMAN RESOURCES**

VENDOR

Signature
Stephanie Hartos
Director, Statewide Benefits and Insurance
Coverage

Date

Signature
Printed Name: _____
Title: _____

Date

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, March 25, 2026:**
On or before July 1, 2027 or within 30 days of notification by the State that Vendor's proposal has not been accepted, whichever is sooner, 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, data file layouts. 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: <u>data</u> file layouts	
Inclusive Dates Covered: <u>2025-2026</u>	
METHOD OF DESTRUCTION:	
☐ Burning	☐ Pulverizing
☐ Overwriting	☐ Reformatting
☐ Pulping	☐ Shredding
☐ Other:	
Records Destroyed By*:	
If On Site, Witnessed By:	
Department Manager:	

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

DATA CONFIDENTIALITY AGREEMENT

Data Exchange for Pharmacy Benefit Management Services

This Data Confidentiality Agreement (“Agreement”) is undertaken and effective on the date of the State Employee Benefit Committee (“SEBC”) award on _____ pursuant to the parties’ performance of a certain contract (“Contract”) effective July 1, 2027 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, DHR25006A-PBM (REBID) on March 25, 2026;

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 Contract;

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 Contract;

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 Contract 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 Contract.

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

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

STATE OF DELAWARE
DEPARTMENT OF HUMAN RESOURCES

VENDOR

Signature
Stephanie Hartos
Director, Statewide Benefits and Insurance
Coverage

Signature
Printed Name: _____
Title: _____

Date

Date