



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

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**STATE EMPLOYEE BENEFITS COMMITTEE**

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**Request for Proposal for Professional Services  
for the State of Delaware's  
Group Vision Insurance  
DHR25007-VISION**

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***RFP Release Date***  
**Friday, August 8, 2025**

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

***Mandatory Pre-Proposal Meeting (Virtual) –***  
**Tuesday, August 26, 2025, 11:00 a.m. ET (Local Time)**

***Proposals Due –***  
**Friday, September 19, 2025, 1:00 p.m. ET (Local Time)**

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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 vision insurance benefit (hereafter “vision insurance”). 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:

Event	Target (Local ET Time)
RFP Released	Friday, August 8, 2025
Intent to Submit Proposal Deadline	Friday, August 22, 2025, 11:00 a.m.
Mandatory Pre-Proposal Meeting (Conference Call)	Tuesday, August 26, 2025, 11:00 a.m.
Questions due to SBO from Confirmed Vendors	Thursday, August 28, 2025, 9:00 a.m.

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<sup>1</sup> 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.

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Event	Target (Local ET Time)
Responses to Questions to Confirmed Vendors	By Friday, September 5, 2025
Deadline for Receipt of Proposals	Friday, September 19, 2025, 1:00 p.m.
Notification of Finalists – Invitation to Interview	October 2025
Finalist Interviews	November 2025
Recommendation of Finalist(s) to SEBC	January 2026

<sup>1</sup> 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.

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 Tuesday, August 26, 2025, at 11:00 a.m. ET (local time) via Microsoft Teams.**

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. 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 benefit coverage.

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 group” 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

##### **Current vision insurance coverage offered by the State of Delaware**

The State of Delaware has offered standalone vision insurance coverage to active State employees and retirees since July 1, 2011; prior to that date, vision coverage was offered as part of the voluntary benefits offered by the supplemental benefits insurance carrier. The vision coverage is 100% employee pay all. The incumbent vision insurance carrier has been in place since July 1, 2011. Details about the current group vision plan, including details on the current design, is posted on the SBO’s public website and is available at the following URL: <https://dhr.delaware.gov/benefits/agencies/eyemed.shtml>. For an initial comparison to help determine the selection of finalists, interested vendors are asked to match the current vision plan design as closely as possible.

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High level enrollment information about the current group vision plan has been provided in Attachment 29. Enrollment in the vision plans, now split between the Low Plan and High Plan following the 2020 RFP, has continued to increase over the last four years (average annual increase of 2.2% for subscribers).

During the last vision insurance RFP conducted in 2020, the State explored alternatives to offering only one plan design to eligible employees/retirees, and as a result, expanded their offering to an optional “High / Low” dual plan offering. Additionally, the population eligible for vision insurance was expanded to all participating groups at that time. Some have opted out of participating in the State's coverage.

**Possible integration with new Enterprise Resource Planning system:** The State is conducting a separate RFP for a new Enterprise Resource Planning system, and it is possible that this will result in a change to the current system. There would likely be a multi-year implementation process following the announcement of a change to the current system. This could create a potential opportunity to change the enrollment process depending on the capabilities available within the new benefit administration system.

## **B. Scope of Services**

The SEBC desires to contract with an independent organization(s) specializing in providing vision insurance programs 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 an ability to meet the general evaluation requirements in Section III.B.

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

- Have a strong reputation and historical experience in the vision insurance market;
- Provide competitive premium rates and plan designs to be no more expensive than the current published FY25 premium rates for the current low plan / high plan designs in place today
- Provide competitive premium rates for a modified version of the low plan / high plan designs as an available option;
- The State of Delaware reserves the right to disqualify or not advance a vendor in the RFP process if the submitted vision insurance rates proposed are not equivalent to or better than the rates offered under the current Vision Insurance plan in effect for the plan year that begins July 1, 2025. The plan rates can be found here:  
<https://dhr.delaware.gov/benefits/vision/documents/plan-fy26.pdf?ver=0423>
- Possess an extensive network of providers in Delaware;
- Process and pay claims in a timely manner;
- Provide excellent customer service to participants;

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- Possess the capability to accept electronic transfer of enrollment and payroll files according to the State’s existing schedule and consistent with the current file layouts, see Attachment 28;
- Provide ease of access to a member-facing secure web portal for enrollment and account information;
- Offer state of the art administrative services including a web portal for program management;
- Support the State with communication to all eligible employees about the vision insurance program identifying ways to improve the understanding of all available benefits;
- Provide excellent account management services to the SBO, including timely reporting and superior implementation support;
- Agree to guarantee the vendor’s own performance (i.e., role in supporting benefit administration, account management services); and
- Be responsive to changes in the program and requests of the SEBC and the SBO.

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**

1. Vendor shall specialize in providing Health Data Warehouse services programs for large municipalities and State governments or with similar experience in depth and scope of services in the private sector.
2. Vendor shall provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful vendor shall either furnish the State with proof of State of Delaware Business Licensure or initiate the process of application where required.

3. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
4. Vendor shall complete all appropriate attachments and forms as identified within the RFP.

#### **B. General Evaluation Requirements**

1. Financial Terms
2. Plan Design
3. Network

4. Implementation and Communication
5. Experience and Qualifications
6. Customer Service
7. Account Management
8. Responsiveness

## **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](mailto: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

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Technologies Network, Inc. (ProposalTech) application, no later than 1:00 p.m. ET on Friday, September 19, 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](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 VISION RFP" 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.

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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](mailto: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](mailto:pamela.barr@delaware.gov)).

**d. Directions for the Redacted Electronic Copy, if applicable**

- 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. PDF – 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

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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 June 30, 2026. 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

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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")<sup>2</sup>. 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 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 **Thursday, August 28, 2025, at 9:00 am**. 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](https://bids.delaware.gov) by **Friday, September 5, 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

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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](http://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 at least six (6) business references consisting of three (3) current and three (3) previous customers of similar scope and value 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.

**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 successful vendor(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**

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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<sup>2</sup>, 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
- 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 successful vendor in the best interests of the State of Delaware.

### **2. Proposal Selection Criteria**

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<sup>2</sup> Delaware Code reference for committee members <https://delcode.delaware.gov/title29/c096/index.html>

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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:

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Topic	Points Awarded	Description
<b>Financial Proposal</b>	20 points	<ul style="list-style-type: none"> <li>• Competitive premium rates relative to the comprehensiveness of the coverage/plan design that matches or is less expensive than the State’s current plan design inclusive of the dual plan options (i.e., High / Low plans).</li> <li>• Competitive premium rates for modified coverage/plan design inclusive of the dual plan options (i.e., High / Low plans) where the High plan and/or Low plan has reduced premiums.</li> <li>• Willingness to offer credits to offset the costs associated with establishing single sign on to bidder’s enrollment portal and providing vision claims data to the State’s health care data warehouse.</li> <li>• Offer comparable performance guarantees and fees at risk to current as outlined in Attachment 16, for vendor’s performance in administering the program.</li> </ul>
<b>Plan Design</b>	20 points	<ul style="list-style-type: none"> <li>• Comprehensive coverage/plan design that matches the State’s current inclusive of the dual plan options (i.e., High / Low plans).</li> <li>• Comprehensive coverage/plan design for a modified version of the State’s current inclusive of the dual plan options (i.e., High / Low plans) where the High and/or Low plan matches the current, but the High and/or Low plan has reduced premiums.</li> </ul>
<b>Network</b>	15 points	<ul style="list-style-type: none"> <li>• Extensive vision provider (optometrist, optician and ophthalmologist) and retail vendor network provided.</li> </ul>
<b>Implementation and Communication</b>	10 points	<ul style="list-style-type: none"> <li>• Demonstrated ability to implement vision insurance benefits for a seamless transition to a new vision insurance benefits administrator.</li> <li>• Willingness and proven ability by the vendor’s team to develop and launch a comprehensive communication plan to eligible employees and retirees before and during Open Enrollment.</li> </ul>

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<b>Topic</b>	<b>Points Awarded</b>	<b>Description</b>
<b>Experience and Qualifications</b>	10 points	<ul style="list-style-type: none"> <li>• Extensive experience providing the requested scope of services.</li> <li>• Extensive experience administering the requested scope of services with public sector clients.</li> <li>• Demonstrated ability to use the same operational procedures, similar in size and administrative process (e.g., eligibility file processing, claims adjudication) that are currently in place with the State today and therefore require minimal customization.</li> <li>• Has outstanding references that demonstrate an ability to meet the State's needs.</li> </ul>
<b>Customer Service</b>	10 points	<ul style="list-style-type: none"> <li>• Proven ability to provide excellent service by being responsive to the members' needs; such as, ease of enrollment, first call resolution, timely delivery of certificates of insurance, etc.</li> <li>• Excellent member-facing on-line tools.</li> </ul>
<b>Account Management</b>	10 points	<ul style="list-style-type: none"> <li>• Experienced designated resources (e.g., account manager, implementation manager, customer support staff) to the State's account for implementation, contract development and ongoing account management.</li> <li>• Demonstrated ability by account management personnel for responsiveness, attention to detail, and problem solving along with services such as timely reporting, file feed concerns and open enrollment support.</li> <li>• Availability and superior functionality of plan sponsor-facing online self-service account management tools.</li> </ul>
<b>Responsiveness</b>	5 points	<ul style="list-style-type: none"> <li>• Compliance with the submission requirements of the proposal including format, clarity, conformity, realistic responses, and completeness, as well as responsiveness to requests during the evaluation process.</li> </ul>
<b>Grand Total</b>	<b>100 points</b>	

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.

**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.

## **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

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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 successful vendor and DHR shall be for three years beginning July 1, 2026, and ending June 30, 2029, with two 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, their 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 16).
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.
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 successful vendor 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 successful vendor.
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

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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

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(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 successful vendor. 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 successful vendor 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

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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);

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(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 successful vendor must carry at least one of the following depending on the scope of work being performed.
  - (1) Medical/Professional Liability - \$5,000,000 per aggregate
  - (2) Miscellaneous Errors and Omissions - \$5,000,000 per 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.

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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: DHR25007-VISION  
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

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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

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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

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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 successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**20. Covenant against Contingent Fees**

The successful vendor 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 successful vendor(s). The successful vendor(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.

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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 successful vendor may constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, 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 successful vendor 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;

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- 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 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.

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(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 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**

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(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

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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

**36.** The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this 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. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements. 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 DHR25007-VISION on all Purchase Orders

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(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 at 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](mailto:pamela.barr@delaware.gov)) by Friday, August 22, 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 DHR25007-VISION 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](mailto: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 (2<sup>nd</sup> 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 – Rate Quote
- Attachment 16 – Performance Guarantees
- Attachment 17 – Master Report List
- Attachment 18 – Account Management Survey
- 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 – In-network Top 20 Geo Access
  - Providers, Group Practices, Retail Locations
- Attachment 24 – Network Provider Disruption
- Attachment 25 – Eligibility and Enrollment Rules
- Attachment 26 – Vision Insurance Plan Design – Current Plan
- Attachment 27 – Payroll Deduction Coverage Schedule
- Attachment 28 – Data File Descriptions and Layouts
  - Confidential, NDA required
- Attachment 29 – Census
  - Confidential, NDA required

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- Attachment 30 – Claims Data
  - Confidential, NDA required

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**IMPORTANT – PLEASE NOTE**

- Attachment 1 must be completed and returned to the State if you decide not to bid.
- Attachments 2-5,10-16, 20, 22- 24, and 26 must be included in your proposal.
- Attachment 6 must be included in your proposal if subcontractors will be involved.
- 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](mailto: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 successful Vendor 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.

**NO PROPOSAL REPLY FORM**

**Contract No.** DHR25007-VISION  
**Contract Title:** Group Vision Insurance

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](mailto:Pamela.barr@delaware.gov).**

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**Attachment 2**

**NON-COLLUSION STATEMENT**

**Contract No.** DHR25007-VISION

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)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	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 \_\_\_\_\_

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

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

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL 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 \_\_\_\_\_



**CONFIDENTIAL INFORMATION FORM**

**Contract No.** DHR25007-VISION

**Contract Title:** Group Vision Insurance

- 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

**BUSINESS REFERENCES**

**Contract No.** DHR25007-VISION  
**Contract Title:** Group Vision Insurance

Please provide a minimum of six business references.

<b>Current Customer #1</b>	
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	
<b>Current Customer #2</b>	
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	
<b>Current Customer #3</b>	
Customer Name	
Customer Principal Location	
Number of Eligible Employees (during contract period)	
Number of Subscribers (during contract period)	
Effective Date of Contract	

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Date of Termination (if applicable)	
Customer Contact Name	
Job Title	
Address	
Telephone Number	
Email	
Name of Account Manager	
<b>Previous Customer #1</b>	
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	
<b>Previous Customer #2</b>	
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	
<b>Previous Customer #3</b>	
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	

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Telephone Number	
Email	
Name of Account Manager	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

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**Attachment 6**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. DHR25007-VISION	2. Proposing Vendor Name:	3. Mailing Address
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OSD Classification:  Certification Number:	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

\* Use a separate form for each subcontractor.





**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](mailto:OSD@Delaware.gov)

For more information, please send an email to OSD:  
[OSD@Delaware.gov](mailto: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, 10<sup>th</sup> Floor  
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: [OSD@Delaware.gov](mailto: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.

**NON-DISCLOSURE AGREEMENT WITH CERTIFICATE OF DESTRUCTION**

**Request for Proposal for Professional Services for the State of Delaware’s Group Vision Insurance**

This Non-Disclosure Agreement (“NDA”) is entered into as of August 8, 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 Attachment 28: Data File Descriptions and Layouts, Attachment 29: Census, and Attachment 30: Claims Data for the purpose of responding to a proposal for Group Vision Insurance.

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

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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 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

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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.

**VENDOR**

**STATE OF DELAWARE**

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

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

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

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

Address:

\_\_\_\_\_  
Stephanie Hartos

Director of Statewide Benefits and  
Insurance Coverage Office

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

Address:

Department of Human Resources  
Statewide Benefits Office  
841 Silver Lake Boulevard, Suite 100  
Dover, DE 19904

STATE OF DELAWARE  
Department of Human Resources

**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 Group Vision Insurance, August 8, 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, Attachment 28: Data File Descriptions and Layouts, Attachment 29: Census, and Attachment 30: Claims Data 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](mailto: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](mailto:pamela.barr@delaware.gov).

Company Name and Address:	
Date of Destruction:	Authorized By:
Description of Information Disposed of/Destroyed: Attachment 28: Data File Descriptions and Layouts, Attachment 29: Census, and Attachment 30: Claims Data	
Inclusive Dates Covered: 2024-2025	
METHOD OF DESTRUCTION:	
<input type="checkbox"/> Burning	<input type="checkbox"/> Pulverizing
<input type="checkbox"/> Overwriting	<input type="checkbox"/> Reformatting
<input type="checkbox"/> Pulping	<input type="checkbox"/> Shredding
<input type="checkbox"/> Other:	
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 Group Vision Insurance**

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 August 8, 2025 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 Group Vision Insurance, DHR25007-VISION on August 8, 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 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.

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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 Group Vision Insurance.
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

**OFFICER CERTIFICATION FORM**

**Contract No.** DHR25007-VISION  
**Contract Title:** Group Vision Insurance

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 Group Vision Insurance, DHR25007-VISION, 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

**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.

**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

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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

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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

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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.

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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**

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- 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 Contractor 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. This BAA will terminate upon the cancellation, termination, expiration or other conclusion 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

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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**

**VENDOR**

**DEPARTMENT OF HUMAN RESOURCES**

\_\_\_\_\_  
Signature  
Stephanie Hartos  
Director,  
Statewide Benefits and Insurance Coverage

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**RATE QUOTE**

**See separate Excel attachment, available in ProposalTech and through GSS site.**

**PERFORMANCE GUARANTEES**

**Contract No.** DHR25007-VISION  
**Contract Title:** Group Vision Insurance

**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.

**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, the State will determine whether an overall rating of satisfactory was met. Penalty payments, if any, will be made by December 31, 2026.

**Non-Incumbent’s Implementation**

<b>Performance Guarantee</b>	<b>Standard/Performance Measure</b>	<b>Fee at Risk (\$ or % of Total Year 1 Premiums)</b>
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. <b>(CARRIER)</b> 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.	<i>CARRIER to propose</i>

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Implementation and Account Manager Performance	Implementation manager and account executive /manager will participate in every implementation call and will be prepared to lead the calls, based on detailed agenda sent to the team in advance.	<i>CARRIER to propose</i>
Maintenance of Detailed Project Plan	Project plan must delineate due dates, responsible parties and critical linkages between tasks, as appropriate. Project plan will be updated and distributed in advance of each implementation weekly call.	<i>CARRIER to propose</i>
Adherence to Key Deadlines	All key dates will be met to the extent Vendor has control and/or has notified State of risks of failure in advance of due date. State and Vendor will agree at the beginning of implementation on which deadlines are critical to program success.	<i>CARRIER to propose</i>
	<b><i>Total Implementation</i></b>	<b><i>CARRIER to propose</i></b>

**Incumbent's Implementation**

<b>Performance Guarantee</b>	<b>Standard/Performance Measure</b>	<b>Fee at Risk (\$ or % of Total Year 1 Premiums)</b>
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. <b>(CARRIER)</b> 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 45<sup>th</sup> day of the month following the end of a quarter (for example, November 15 for the first quarter of the plan year - July 1 to June 30). Quarterly results will be averaged on an annual basis and penalty payments, if any, will be made annually within six (6) months of the end of the DHR25007-VISION

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plan year. In no instance will a measurement or penalties apply to any period less than a full quarter. Fees at risk represent administrative funds equivalent to the percent of premium noted.

Guarantee	Performance Results	Definition/Calculation	%of Premiums at Risk
<b>On-Going Administration</b>			
Open Enrollment Communications	<p>100% of enrollment materials will be shipped in time to be received by event date.</p> <p>Attendance at all Health Fairs and Benefit Representative meetings.</p> <p>Based on mutually agreeable timeline and event date approvals, received by client at least seven (7) business days prior to event.</p>	Self-Explanatory	0.25%
Member ID Cards	100% of Member ID cards will be mailed within 10 business days of receipt of clean membership data (excludes cards requiring translation).	Measured from the date the membership file is received by <b>(CARRIER)</b> to the date ID Cards delivered to USPS. (Membership files after 4:00pm ET will count as the next business day.)	0.25%
Enrollment Updating	97% of electronic enrollment files will be processed within two (2) business days of receipt of clean data delivered via SFTP. (Paper, email delivery, other= 3 days.)	<p>Measured from the date the enrollment file is received by <b>(CARRIER)</b> to the date enrollment files are loaded to <b>(CARRIER)</b>'s system (Files after 4:00pm ET will count as the next business day.)</p> <p><b>**Measured based on (CARRIER)'s Book of Business.</b></p>	0.25%

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Guarantee	Performance Results	Definition/Calculation	%of Premiums at Risk
Enrollment Updating	97% of electronic enrollment files will be processed within two (2) business days of receipt of clean data delivered via SFTP. (Paper, email delivery, other= 3 days.)	Measured from the date the enrollment file is received by (CARRIER) to the date enrollment files are loaded to (CARRIER)'s system (Files after 4:00pm ET will count as the next business day.)  **Measured based on (CARRIER)'s Book of Business.	0.25%
Enrollment Reporting	98% of membership post-processing reports will be forwarded within two (2) business days of processing of enrollment files.	Measured from the date membership files are processed to the date post-processing reports are forwarded to client.  **Measured based on (CARRIER)'s Book of Business.	0.25%
Enrollment Accuracy	(CARRIER) will load clean enrollment data with at least 99% accuracy.	Based on quality audit of 5% of all loaded EDI files each month.  **Measured based on (CARRIER)'s Book of Business.	0.25%
<b>Claim Processing</b>			
Financial Accuracy	(CARRIER) will pay the correct amount on clean and valid claims with at least 99.5% accuracy.	Based on a statistically significant sample of the specific client claims population. Calculation: (Total \$ correctly paid in sample/ Total\$ in sample)	0.25%

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<b>Guarantee</b>	<b>Performance Results</b>	<b>Definition/Calculation</b>	<b>%of Premiums at Risk</b>
Claim Turnaround Time - Processing	97% of Clean and Valid Claims processed within five (5) business days.	Measurement: Claim Received Date to date claim processed and ready for payment. (This includes both In-Network and Out-of-Network claims.)	0.25%
Claim Turnaround Time - Processing	99.5% of Clean and Valid Claims processed within fifteen (15) business days.	Measurement: Claim Received Date to date claim processed and ready for payment. (This includes both In-Network and Out-of-Network claims.)	0.25%
Processing Accuracy	97% of claims processed accurately without payment or non-payment errors.	Self-Explanatory	0.25%
<b>Member Services</b>			
Call Abandonment Rate	No more than 2.5% of calls received.	The Abandonment Rate represents the % of all callers who hang up prior to being answered (calls abandoned within eight (8) seconds or less are excluded from calculation). Calculation equals all abandoned calls divided by the total numbers of calls received.	0.25%
Provider Locator System Availability	Available 99% of the time during normal hours of operation.	Self-Explanatory **Measured based on (CARRIER) Book of Business	0.25%
Call Center - Email Responsiveness	Responding to 95% of emails within 24 hours, excluding holidays.	Self-Explanatory **Measured based on (CARRIER) Book of Business	0.25%

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Guarantee	Performance Results	Definition/Calculation	%of Premiums at Risk
First Call Resolution	98.5% First Call Resolution	Calculation: Total calls with issues resolved on the first call divided by total calls received.  **Measured based on (CARRIER) Book of Business	0.25%
Telephone Response Time	Will not exceed 25 seconds.	The Average Speed of Answer equals the average length of time a caller waits in queue prior to being answered. Calculation equals total calls and their average time on hold - inclusive of all calls.	0.25%
<b>Provider Relations</b>			
Complaints / Appeals/ Grievance Resolution	98% resolved within thirty (30) calendar days after receipt by Provider Relations.	Self-Explanatory	0.125%
Complaints / Appeals/ Grievance Resolution	98% of all written complaints will be acknowledged in writing within three (3) business days of mail/fax receipt by the (CARRIER) Provider Relations Department.	Self-Explanatory	0.125%
<b>Reporting</b>			
Reporting Package	Produce timely reports per the <i>Master Report List for all Groups</i> , attached.  During the term of this Agreement, (CARRIER) and State may change the reporting requirements by mutual written agreement.	Self-Explanatory	0.25%

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Guarantee	Performance Results	Definition/Calculation	%of Premiums at Risk
<b>Information Technology</b>			
Web Site Availability	Web site accessible to plan participants a minimum of 98% of the time during the hours of 7:00 a.m. to 1:00 a.m. Monday through Saturday and 11 a.m. through 9:00 p.m. on Sundays.	Self-Explanatory	0.25%
<b>Account Management</b>			
Account Mgt Meeting	Quarterly account management meetings with the State of Delaware with at least one (1) on-site annually.	Self-Explanatory	0.25%
Overall Satisfaction	Overall Average Rating of Strongly Agree (5), Agree (4), or Somewhat Agree (3) of SBO's quarterly account management team based upon the <i>Account Management Survey</i> , attached.	Self-Explanatory	0.25%
<b>Surveys</b>			
Member Survey	95% member satisfaction (top 3 box)	Measured quarterly from Delaware's participants with a frequency to be mutually determined.	0.25%
		<b>Total</b>	<b>5.00% and \$5,000</b>

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**Attachment 17**

**MASTER REPORT LIST**

<b>Groups</b>	<b>File Description</b>	<b>Direction</b>	<b>Frequency</b>	<b>Transport Method (Ensure HIPAA Compliance)</b>
<b>Actives Group</b>	Electronic enrollment file "dbn114" & as of 4/25/14 -combined Term/Enrollment.	PHRST to Carrier	Weekly	State Secure Site (SFTP Server)
<b>Actives Group</b>	Payroll file * dbn119.er & dbn119.dat	PHRST to SBO	Monthly	State Secure Site (SFTP Server)
<b>Actives Group</b>	Age 26 - "Aging Out"	PHRST to SBO	Monthly	State Secure Email
<b>Actives Group</b>	SOD Reports: Exceptions, Summary, Termination, Group Summary and Valid Mapping reports	Carrier to SBO	Weekly	Email
<b>All Groups</b>	Utilization report by subscriber & procedure class; Membership, Network, Materials & Exams	Carrier to SBO	Quarterly	Email (and hard copy at face to face meetings)
<b>All Groups</b>	Performance Guarantee (PG), Loss Ratio, Call Summary Reporting, Judgement/Settlement, Wellness, Complaint Appeal Report, Subcontractor and Timeline	Carrier to SBO	Quarterly	Email (and hard copy at face to face meetings)
<b>All Groups</b>	Enrollment Reporting	Carrier to SBO	Monthly	Email
<b>All Groups</b>	Dually Covered Member Report	Carrier to SBO	Semi-annually	Email
<b>All Groups</b>	Professional Liability Insurance Certificates	Carrier to SBO	Prior to expiration of prior policy	Email

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<b>Groups</b>	<b>File Description</b>	<b>Direction</b>	<b>Frequency</b>	<b>Transport Method (Ensure HIPAA Compliance)</b>
<b>All Groups</b>	Cyber Insurance	Carrier to SBO	Prior to expiration of prior policy	Email
<b>All Groups</b>	Census	Carrier to SBO	As Requested	Email
<b>All Groups</b>	IBM Wellness Feed - Vision claim data	Carrier to IBM	Monthly	SFTP
<b>All Groups</b>	Mass Communication Reports & Reports on all trainings or webinars for the State.	Carrier to SBO	Quarterly	Email
<b>All Groups</b>	Client Portal User Report	Carrier to SBO	Quarterly	Email
<b>All Groups</b>	GeoAccess Results	Carrier to SBO	Annually	Annual Review
<b>Pension Groups</b>	Electronic enrollment file	Pension/CRIS to Carrier	Weekly	State Secure Site (SFTP Server)
<b>Pension Groups</b>	Payroll file	Pension/CRIS to Carrier	Monthly	State Secure Site (SFTP Server)
<b>Pension Groups</b>	Age 26 - "Aging Out"	CRIS to Pension Office	Monthly	State Secure Email
<b>Pension Groups</b>	SOD Reports: Exceptions, Summary, Termination, Group Summary and Valid Mapping reports	Carrier to Pension Office	Weekly	Email

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<b>Groups</b>	<b>File Description</b>	<b>Direction</b>	<b>Frequency</b>	<b>Transport Method (Ensure HIPAA Compliance)</b>
<b>COBRA Groups</b>	Cobra Vision Enrollments	ASI currently manually enrolling enrollment changes via client portal. File feed process not yet implemented.	Daily/varies	ASI currently manually enrolling enrollment changes via client portal. File feed process not yet implemented.
<b>COBRA Groups</b>	COBRA Administrative Fees & Premium Remittance Invoices	ASI emails invoices Fin Ops and SBO Program Lead	Monthly	Secure Email
<b>COBRA Groups</b>	Dep Age 26 - "Aging Out"	Carrier to ASI COBRA	Monthly	Secure Email to ASI
<b>COBRA Groups</b>	Census	Carrier to SBO	As Requested	Email
<b>Participating Groups</b>	Par Grps use EyeMed's client portal for enrollment entrys or emails/fax request to EyeMed for inputting.	N/A	Varies	Fax or secure email
<b>Participating Groups</b>	Dep Age 26 - "Aging Out" (all groups)	Carrier to assigned Participating Group Contact	Monthly	Secure Email

**Account Management Survey – Vision Insurance**

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*Account Management Team Survey*

***CARRIER NAME***

***FYXX - XXXX Quarter***

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STATE OF DELAWARE  
Department of Human Resources

**Account Management Team Survey – Carrier Name**

For Reporting Period: FYXX Quarter : XXX (Month, Day, Year to Month, Day, Year)

Completed by: SBO Team

The Vendor Management Team of the Statewide Benefits Office is using this tool to evaluate the Account Management Team of **CARRIER NAME** in serving as a provider of vision 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Understands your business needs. Meets with you to establish needs and service expectations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Understands your service expectations. Develops a business plan that incorporates the agreed upon needs and expectations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Displays knowledge regarding vision benefit products and services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. Clearly explains your report results	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

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

STATE OF DELAWARE  
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**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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Provides appropriate verbal communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Provides appropriate written communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Works with you to develop a positive working relationship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

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

	Strongly 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Communicates potential problems/issues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Provides viable alternative solutions that meet your business needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Manages and understands system requirements and their effect on your business	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Sets realistic expectations regarding turn-around time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

STATE OF DELAWARE  
Department of Human Resources

**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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
16. Allocates appropriate time when meeting with you	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
17. Demonstrates flexibility with regard to schedule changes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
18. Provides/communicates alternate contacts in the event of their absence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
19. Advises you of schedule limitations upon contact for meetings, conference calls, projects etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Average Rating						_____

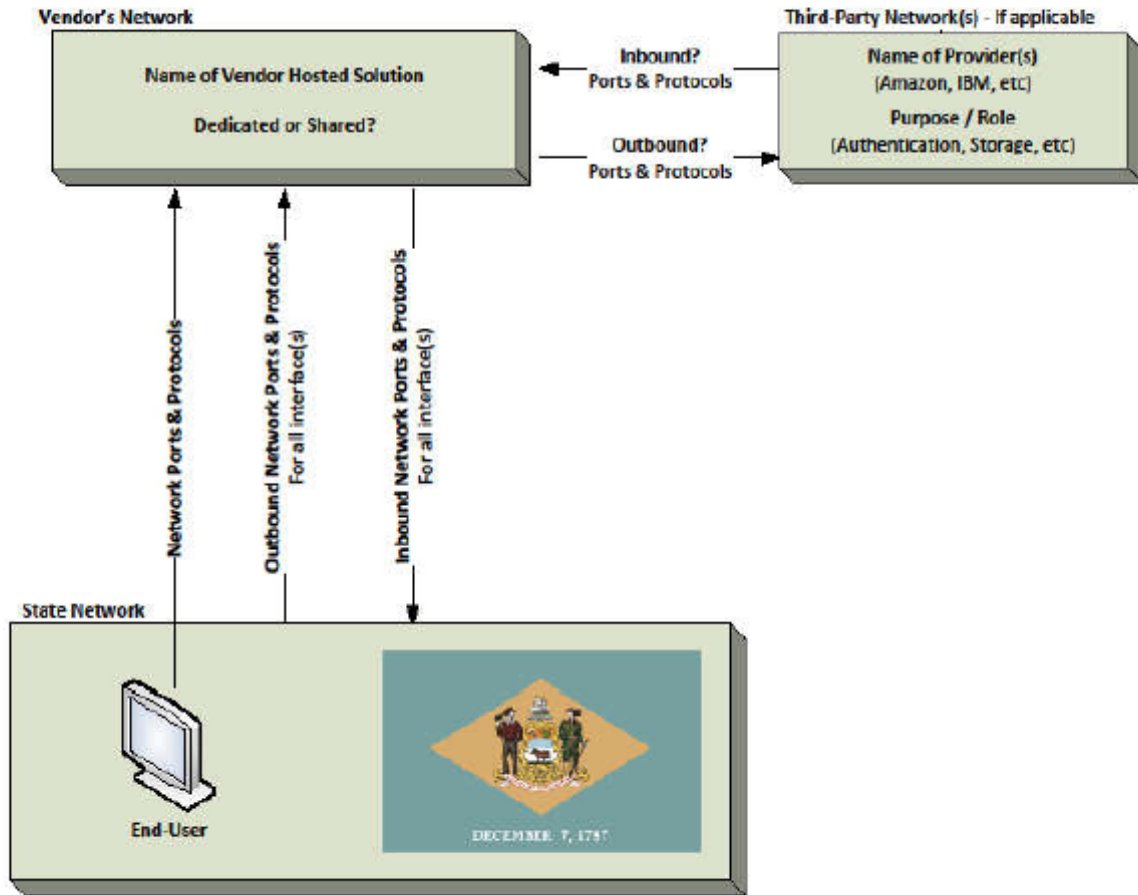
**Responsiveness:** Indicate the extent to which you agree that your Account Management Team:

	Strongly 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
21. Provides thorough responses to your inquiries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
22. Follows-through regarding outstanding problems/issues/items	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
23. Solicits the assistance of product experts when needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Average Rating						_____

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

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

**Network Diagram Template  
For Hosted / Outsourced Solutions**





## 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	
<b>1</b>	✓	✓	<p><b>Data Ownership:</b> 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.</p>
<b>2</b>	✓	✓	<p><b>Data Usage:</b> 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 <a href="#">Terms and Conditions Governing Cloud Services and Data Usage Policy</a>), 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.</p>
<b>3</b>	✓	✓	<p><b>Termination and Suspension of Service:</b> 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 <a href="#">certificates of destruction</a> to the State of Delaware.</p>



## 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	
4		✓	<b>Data Location:</b> 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		✓	<b>Encryption:</b> The PROVIDER shall encrypt all non-public <b>data in transit</b> regardless of the transit mechanism. For engagements where the PROVIDER stores sensitive personally identifiable or otherwise confidential information, this data shall be <b>encrypted at rest</b> . The PROVIDER's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology <a href="#">FIPS140-2</a> , 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 <a href="#">Terms and Conditions Governing Cloud Services and Data Usage Policy</a> .
6		✓	<b>Breach Notification and Recovery:</b> The PROVIDER must notify the State of Delaware at <a href="mailto:eSecurity@delaware.gov">eSecurity@delaware.gov</a> 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 <a href="#">Terms and Conditions Governing Cloud Services and Data Usage Policy</a> ) 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		✓	<b>Background Checks:</b> 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,



## 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																						
			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		✓	<b>Security Logs and Reports:</b> 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		✓	<b>Sub-contractor Flowdown:</b> The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.																					
10		✓	<b>Contract Audit:</b> 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		✓	<p><b>Cyber Liability Insurance:</b> An awarded vendor unable to meet the <a href="#">Terms and Conditions Governing Cloud Services and Data Usage Policy</a> 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.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Level</th> <th>Number of PII records</th> <th>Level of cyber liability insurance required (occurrence = data breach)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1-10,000</td> <td>\$2,000,000 per occurrence</td> </tr> <tr> <td>2</td> <td>10,001 – 50,000</td> <td>\$3,000,000 per occurrence</td> </tr> <tr> <td>3</td> <td>50,001 – 100,000</td> <td>\$4,000,000 per occurrence</td> </tr> <tr> <td>4</td> <td>100,001 – 500,000</td> <td>\$15,000,000 per occurrence</td> </tr> <tr> <td>5</td> <td>500,001 – 1,000,000</td> <td>\$30,000,000 per occurrence</td> </tr> <tr> <td>6</td> <td>1,000,001 – 10,000,000</td> <td>\$100,000,000 per occurrence</td> </tr> </tbody> </table>	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
Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)																						
1	1-10,000	\$2,000,000 per occurrence																						
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5	500,001 – 1,000,000	\$30,000,000 per occurrence																						
6	1,000,001 – 10,000,000	\$100,000,000 per occurrence																						



**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  **1-3 (Public**  
USE ONLY  **1-11 (Non-Public**

**Provider Name/Address (print):**

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**Provider Authorizing Official Name (print):**

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**Provider Authorizing Official Signature:**

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

**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.

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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.

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- 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

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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.

<b>Level</b>	<b>Number of PII records</b>	<b>Level of cyber liability insurance required</b> (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](mailto:Solomon.adote@delaware.gov); 302.739.9631

Statewide Benefits Office  
Pamela Barr, RFP and Contract Manager  
[Pamela.barr@delaware.gov](mailto:Pamela.barr@delaware.gov)

**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 15, Rate 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. Bidder Profile**

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

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information for the primary contact, including phone number and email address, for responding to this RFP. Include your company's website.

	Response
Full company name (used for financial filing)	
Home office address	
Home office telephone number	
Address and phone number of additional offices (if any)	
Name of primary contact	
Title of primary contact	
Address of primary contact	
Phone Number of primary contact	
Email address of primary contact	
Company website	

2. Provide information about your overall organization (for the most recent completed fiscal year) in the chart below.

	Response
a. Fiscal Year dates	
b. Revenue	
c. Operating Profit	
d. Debt	
e. Number of Employees	
f. Ownership Structure <i>Response options:</i>	

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1: Not for profit, 2: Privately owned (for profit), 3: Publicly traded, 4: Other, describe in "Response" column	
g. Parent Company Name (if applicable)	

3. Please provide a brief history of your company. Include a summary of your status with respect to any past (within the last five (5) years), current, or prospective mergers and acquisitions and/or organizational restructuring.

For current mergers, acquisitions or reorganization planned for your organization, please include:

- a. The process and timing to complete that integration or reorganization.
  - b. Confirm if projected events are reflected in your proposal.
  - c. Confirm if and how would the State of Delaware be impacted by such events.
4. State if your company currently provides any services, directly or indirectly, to any of the following vendors. If so, provide a full description of services provided and whether or not you feel believe they represent a conflict of interest or potential conflict of interest.
- a. Highmark Delaware (Blue Cross Blue Shield of Delaware)
  - b. Aetna
  - c. CVS Health
  - d. Lantern (formerly known as Employer Direct Healthcare)
  - e. Dominion National (dental benefits)
  - f. Delta Dental
  - g. Merative
5. How many public sector clients do you serve in total? Additionally, provide the size of the public sectors you serve.
6. How many state government clients have you provided vision insurance services to in the past five (5) years? How many government clients have you lost in the past five (5) years?
7. What discounts do you offer for non-covered vision services as well as non-vision services (i.e. hearing aid discounts)?

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8. Why should the State of Delaware procure vision insurance through your company? What sets your company apart from others offering similar services?
9. Do you offer other optional, value-added services that support your vision insurance program? If so, please describe these services and the associated costs (and add these optional fees to your response to Attachment 15, Rate Quote). Please note any services/products you offer in support of annual open enrollment activities.

**2. Account Management**

1. Please provide the contact name, title, phone number, email and 2024 client load for the following positions that will be responsible for the State's account, including whether they will be assigned to the medical and/or prescription insurance audit. If available, please provide a resume as an exhibit.

Position Title	Contact Name	Title	Phone number	Email Address	2024 Client Load	Percent of Time Dedicated to the State of Delaware
Executive Sponsor						
Account Executive						
Account Manager						
Implementation Manager						
Eligibility / Enrollment						
Claims Supervisor						
Member Services Supervisor						
Operations Manager						

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Position Title	Contact Name	Title	Phone number	Email Address	2024 Client Load	Percent of Time Dedicated to the State of Delaware
Other Important Roles						

2. For the account contacts below, if not already provided in the references section, please provide the following:

	Number of years with organization	Number of years in current position	Total number of accounts	Name of two similar accounts for which this person served in a similar capacity (including company name, size of company, city and state, contact name and phone number and/or e-mail address)
Account Executive				
Account Manager				
Implementation Manager				

**3. Vision Insurance Administration**

1. What is the location of the claim office that would service this group? If there is more than one location, please list all locations. Will locations vary by network and non-network claim submission?
2. Will dedicated or designated member service representatives be assigned to the State? Are member service representatives separated from the claim-processing unit or do claim processors have member service responsibilities? Do member service reps have on-line access to up-to-date claim processing information? Do member service reps have authority to approve claims?
3. Please confirm what information and access is available in the client portals? For example, will the State have the ability to customize the client portal access (including but not limited to, limiting access to certain groups and/or subgroups) for each user?

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4. Can you please provide a copy of your annual review template?
5. In the last calendar year:
  - a. How many claims has your organization processed?
  - b. What percentage of your claims were for in-network services?
  - c. What percentage of your in-network claims were automatically adjudicated?
6. What is your average in-network claims backlog in days? Out-of-network?
7. What is your in-network claims processing turn-around time? Out-of-network?
8. What are all the ways that members can submit a claim (i.e., electronically, on paper)?
9. Please submit a sample of all forms that would be used in the administration of the vision plans (e.g., claim form, completed EOB, ID cards).
10. With the dual-plan offering from the State including High / Low options, please confirm your organization can use the current enrollment file layouts without modification sent by the State in order for you to administer these two plan options?
11. Will your organization allow the State to use your logo on the State's public benefits website? See the following link as an example: <https://dhr.delaware.gov/benefits/agencies/index.shtml>.
12. Do you coordinate vision benefits with other insurance plans?
13. Do you allow retroactive terminations for deceased and/or ineligible members (i.e., cases where members fail to submit a timely request to remove deceased family members or as the result of a divorce)? If so, how far back are you willing to retroactively terminate a member?
14. Do you have a timeframe for retroactive credits? If so, please provide further details.
15. Please provide any additional reports that are available and are not listed within the Master Report List (Attachment 17).
16. If the State deems it necessary to update any of the file layouts provided in Attachment 28 at some point in the future, would you be willing to accept changes without any cost to the State?

#### **4. Vision Insurance Plan Design**

1. Please populate Attachment 26 with the plan design provisions included in your proposed vision plan offering for the State, noting any exclusions, exceptions or other comments as necessary, and confirm it is included in your bid package. As a reminder, bidders are asked to match the current design provisions noted in the chart below as closely as possible. If there is an item that is not included, please add the row and bold the text. As a reminder, bidders' ability to match

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the State's current plan design as closely as possible with matching or less expensive premium rates will be a significant factor in determining vendor finalists.

2. Please populate Attachment 26 with the plan design provisions included in your proposed vision plan offering for the State, noting any exclusions, exceptions or other comments as necessary, and confirm it is included in your bid package. As a reminder, bidders are asked to provide a modified version to the current design provisions noted in the chart below where the Low plan can provide for reduced premiums and the High plan can provide the same plan coverage. If there is an item that is not included, please add the row and bold the text.
3. Do members pay up-front and submit claims for reimbursement or are members responsible for only plan co-pays?
4. Do providers accept a Visa card as payment through a Flexible Spending Account (FSA)?
5. If a paper claim submission is required, what is the turn-around time for a member's claim to be processed (date of receipt to date check is issued)?
6. Are there any time limits for submitting claims?
7. Do you (or any of your providers) require a benefit differential between in-network and out-of-network benefits?
8. Please confirm services are covered in an exam and list any additional services that are included:
  - a. Case history
  - b. Recording corrected and uncorrected visual
  - c. Internal Exam
  - d. External Exam
  - e. Pupillary reflexes
  - f. Binocular vision
  - g. Objective refraction
  - h. Subjective refraction
  - i. Test for glaucoma
  - j. Slit lamp exam (Biomicroscopy)
  - k. Dilation
  - l. Dilated fundus examination

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- m. Color vision
  - n. Depth perception
  - o. Other
9. Provide information on discount arrangements you can offer members (professional fees, materials, value-added features). What value-add services that can be extended without cost to the State?
  10. Does your organization offer any discounts on eye care solutions such as saline, lubricants, drops, etc.?
  11. Do network discounts still apply to claims after a State employee has exhausted the State's vision benefits?
  12. Are there any discounts or services specific for those who travel abroad?

## **5. Network Structure and Access**

1. Please indicate the name of the vision provider network included in your proposed vision plan design that most closely matches the State's current vision plan design (i.e., outlined in your response to Question 4.1)
2. Please indicate the name of the vision provider network included in your proposed vision plan design that most closely matches the modified version of the State's current vision plan design (i.e., outlined in your response to Question 4.2)
3. Do you own retail vision service locations? If so, please provide a list of all your owned retail locations in the State of Delaware.
4. Please complete disruption analysis for the vision providers (optometrists, opticians, physicians, etc.) and retail locations as instructed in Attachment 24. In addition, please provide a list of your network vision providers and retail locations not noted in the disruption report.
5. Describe how participants select network providers. Do you provide member support services for selecting and/or locating network providers and for answering provider credential questions that members may have?
6. Please describe your vision care network in areas where there are State employees, see the reports in Attachment 29. In your response, please describe the type of vision care network (i.e., chain opticians only, independent opticians only, mixed chain opticians/independents, other (specify)). Provide number and percentages by type.
7. What are the standard hours of your network providers including night and weekend hours, if applicable?

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8. Are there any vision services or specialties that are not available in your network in any of the areas in which there are State members? If so, what are they? What provisions are made for patients requiring these services?
9. How do your providers recognize a patient as a participant in your vision program (e.g. voucher, ID card, electronic connection to your enrollment database, etc.)? Please explain.
10. Do members need to present an ID card to either in-network or out-of-network providers or both?
11. Can members access an ID card on-line? If yes, please confirm if this is through a Mobile App and/or web site?
12. Are EOBs available on-line or mailed? Can the member choose which method they prefer?
13. Describe the general credentialing process and minimum criteria necessary to be selected as a network provider. If the process differs by type of provider, please indicate and describe separately.
14. How does your organization measure the quality of care provided by the providers in your network?
15. Please describe in detail your company's quality assurance programs.
16. Based on eligible employee/pensioner zip codes found in Attachment29, please run a GeoAccess report based on the following access standards *which vary by 3-digit zip code*:

Access Standard (# providers within xx miles)	3-Digit Zip Code		
	197	198	199
All vision providers	2 in 14	2 in 12	2 in 20
Optometrists	2 in 18	2 in 14	2 in 25
Ophthalmologists	2 in 22	2 in 18	2 in 30
Opticians	2 in 18	2 in 14	2 in 25

**6. Owned Retail Location Services**

1. Please specify the names of any in-network retail locations that are owned by your organization.
2. What services are covered with respect to the dispensing of frames and lenses?
3. Are frames and lenses ordered or fitted on site? If frames and lenses are ordered, what is the average waiting period between placement of order and delivery of frames and lenses?
4. What assurances exist that a wide frame selection exists at your retail locations?
5. What is your replacement policy for frames and lenses?
6. How long are frames and lenses guaranteed?
7. What services are covered with respect to dispensing contact lenses?

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8. Are contact lenses ordered or fitted on site? If contact lenses are ordered, what is the average waiting period between placement of order and delivery of lenses?
9. What is your replacement policy for contact lenses?
10. How long are contact lenses guaranteed?
11. Are the labs that manufacture the materials owned by your organization? If not, list the labs and manufacturers that will be providing materials.
12. What mail order services are available/provided? Please describe.

**7. Member Services**

1. Are bilingual services available; either on the website or customer service telephone line?
2. Please describe in detail your company's procedures for handling complaints by providers and complaints and grievances by members.
3. Please indicate the location and hours of operation for the call center(s) that will be handling calls for the State.
  - a. What is the average turnover rate of customer service representatives for this location(s)?
  - b. How many other customers will be handled by each customer service representative supporting the State?
  - c. What is the average hold time per call?
  - d. What is the percentage of abandoned calls?

**8. Online Experience**

1. Which of the following member functions do you provide online either via a secure member portal or a mobile app?
  - a. Enrollment Status/Changes
  - b. Provider Directory
  - c. Provider Profiles
  - d. Plan Design Details
  - e. Claims Status
  - f. Other

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2. Please describe all web-based and mobile app tools available to members.
3. Would your organization be willing to offer a credit to the State of Delaware to fully offset the cost associated with establishing a single sign on link for active State employees from the State's PeopleSoft system (PHRST) to your enrollment website? If so, what is the credit amount (in dollars)?

**9. Integration with the State's Data Warehouse**

1. Would your organization be willing to send vision claims data on a monthly basis to State's health care data warehouse, currently Merative? If so, please discuss any limitations associated with sending claim data on a monthly basis.
2. Would your organization be willing to offer a credit to the State of Delaware to fully offset the cost associated with sending vision claims data to the State's health care data warehouse, currently Merative? If so, what is the credit amount (in dollars)?

**10. Customized Offering**

1. Can materials be customized with minor changes, for example – adding the State's logo and public benefits website, at no cost? If so, which materials included in your standard open enrollment communications can be customized?
2. Would you be willing to provide the State with vision-related images, or a credit/refund for the purchase of such images, that the State of Delaware can use on the SBO vision benefits website?
3. Please describe your capabilities to offer pop-up vision clinics at specified locations and times (e.g., during a Health Fair). Do you have this capability throughout the State of Delaware (all 3 counties)?
4. What other value-added services would you be willing to offer to the State?
5. What positions your organization as the best qualified service provider for the State's vision insurance coverage?

**11. Financial**

1. Please confirm that on Attachment 15, Rate Quote, you provided rates and fees for a three (3) year contract period beginning effective July 1, 2026. The vendor must guarantee the contract period rates and fees through June 30, 2029, with a rate cap for two (2) additional optional one-year periods that may be exercised at the discretion of the State. The rate caps must be expressed as a percentage increase from the prior year's rates.
2. Please confirm the amount of any allowance/credit for implementation-related activities, such as communications, audits and offset any third-party vendor fees associated with implementing single sign-on and enrollment automation is included in your response to Attachment 15, Rate Quote.

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3. Please confirm that all charges are stated on Attachment 15, Rate Quote, including any optional services you provide that were not requested by the State of Delaware. If you include a fee in your response to any question, or state there is no fee, that information must be noted on the Fee Quote form. If a fee is not included on the form, it will be assumed there is no fee for that service, whether or not a question reminds you to include a fee on the Fee Quote form.
4. Please confirm that the rates or fees quoted in your organization's proposal are firm and will not be recalculated based on actual enrollment as of the effective date of the contract.
5. Please confirm that, if you are selected as the winning vendor, you would not require payment of any start-up costs from the State prior to the effective date of the program. Payment of costs or services prior to the effective date of the contract is prohibited by State statute.
6. Please confirm that your organization agrees that if in the normal course of business, it, or any other organization with which your organization has a working arrangement, chooses to advance any funds that are due to any provider, subsidiary or subcontractor, the cost of such advance must not be charged back to the State except the State must reimburse your organization within the confines of the provisions of a contract.
7. Please confirm that you agree not to appoint any agent, general agent, or broker, nor authorize payment of any kind to a party not approved in writing by the State of Delaware. In addition, please confirm that commission percentages, brokerage or contingent fees are not payable to any agent or broker by the State of Delaware.
8. Please confirm that your organization will permit the state to continue its current practice to self-invoice for monthly premiums for active employees and non-Medicare and Medicare retirees and any covered dependents. Currently, the State sends the vision vendor a monthly payment that matches the premiums collected for enrollments. For non-State groups, the vision vendor invoices for monthly payments. .
9. Please confirm any overpayments to the participants as a result of processing errors will be your responsibility and any resulting charges will be at your expense.
10. Please confirm your organization is willing to accept the State's performance guarantees and fees at risk, at minimum, as listed in Attachment 16. If you propose higher penalties than the minimums, please indicate those by using a strikeout font and insertion.
11. Please confirm your organization's willingness to negotiate financial and non-financial performance guarantees.

## **12. 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

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accessing reports with personally identifiable information. It is not a requirement for the vendor's internal data access system.

The requirement for a strong password is ten (10) characters. The policy document is located at: <https://webfiles.dti.delaware.gov/pdfs/pp/Identity%20and%20Access%20Management%20Guidelines.pdf>

Please confirm that and explain how 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 18 Internet Security Threats. For your review, the document is available at <https://www.cisecurity.org/controls/cis-controls-list/>. The contract or confirms that any systems or software provided by the contract or 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 requirement applies. <https://webfiles.dti.delaware.gov/pdfs/pp/EncryptionKeyManagementPolicy.pdf>
5. 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 19, Network Diagram Template.
6. All the terms apply in Attachment 20, State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement, because the data is non-public data. If awarded the contract, your organization must sign the documents as required by the Department of Technology and Information (DTI) and they will be an appendix to the contract. Please review the terms carefully and confirm that you agree with the terms contained therein. If there are terms that you assert do not apply to this engagement, you may provide a reason and explanation in this response. Substantive changes or wordsmithing will not be considered.

### **13. Miscellaneous**

1. Please confirm that your organization will not use the names, home addresses, or any other information obtained about participants of the program for offering for sale any property or services that are not directly related to services negotiated in the RFP without the express written consent of the State.
2. Please confirm that your company will maintain the confidentiality of all shared employee data in accordance with applicable federal, state and local regulations.

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3. Please confirm that you will not use any State of Delaware data as part of larger data gathering or reporting without first obtaining written permission from the State of Delaware.
4. As an exhibit, please provide a copy of your certificate of insurance with the appropriate types and coverage levels. If you do not have the coverage and are awarded the contract, please confirm your understanding that you must provide a copy of your certificate of insurance before any work is done pursuant to the terms in the RFP and resulting contract. See Section V.G.8.f.
5. Please confirm your understanding that the State requires your organization to confirm that all services identified in your proposal are provided solely by your organization and identify any services that may be provided by a subcontractor – **including technology platforms and data processing services**. Other examples are graphics, mailing, and printing services. A subcontractor is any company that is under direct contract to perform services for the State's account. Consequently, an example of a business that would provide services on the State's account but is not a subcontractor is the United States Postal Service. Subcontractors are subject to all the terms and conditions of the RFP and the SEBC reserves the right to approve any and all subcontractors. If a subcontractor(s) is involved, note in your response to this question and complete a separate Attachment 6, Subcontractor Information Form, included herein for each subcontractor.
6. Please confirm your organization's acceptance that the payment of an invoice by the State shall not prejudice the State's right to object or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Vendor's invoice or payment shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, based on audits, to not constitute allowable costs. Any payment shall be reduced for overpayment or increased for underpayment on subsequent invoices.
7. Please confirm that your organization will not use the State's name, logo or seal, either express or implied, in any of its advertising or sales materials without the State's express written consent.
8. The State acknowledges that a vendor has the right to exercise full control over the employment direction, compensation and discharge of all persons employed by the contract or in the performance of services for their clients. However, please confirm that, if awarded the contract, your organization will attempt to honor the State's request for specific individuals to be assigned to managerial roles in all areas of account management.
9. Please confirm your full HIPAA, EDI, and Privacy compliance and that all State member data will be maintained in accordance with applicable federal, state, and local regulations to ensure protection and confidentiality.
10. Please confirm the existence of strict policies and procedures for the protection of client and member Personal Health Information (PHI) and avoidance of security breaches under HIPAA and HITECH. Confirm the existence of breach notification procedures in the event of a release of PHI.
11. Please confirm your acceptance that, if awarded the contract, you will permit the state to continue its current practice to self-invoice for monthly premiums for active employees and non-Medicare

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and Medicare retirees and any covered dependents. Currently, the State sends the vision vendor a monthly payment that matches the premiums collected for enrollments. For non-State groups, the vision vendor invoices for monthly payments. The State will not pre-pay for services. Non-State groups agree to pay invoices within thirty (30) days of receipt. In the event the non-State group disputes a portion of an invoice, the non-State group agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide the vendor a detailed statement of the non-State group's position on the disputed portion of the invoice within thirty (30) days of receipt. The non-State group'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 the vendor to charge interest on the overdue portion at the rate of 0.5% per month.

12. Please confirm your acceptance that, if awarded the contract, unless provided otherwise in the contract, all expenses incurred in the performance of the services, including communications and administration, are to be paid by the vendor.
13. Please confirm your understanding and acceptance that the State is a sovereign entity and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of the contract.

**IN-NETWORK TOP 20 PROVIDERS**

**See separate Excel attachment, available in ProposalTech and through GSS site.**

**NETWORK PROVIDER DISRUPTION**

**See separate Excel attachment, available in ProposalTech and through GSS site.**

**ELIGIBILITY AND ENROLLMENT RULES**

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DELAWARE ADMINISTRATIVE CODE**

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**2000 EMPLOYEE BENEFITS  
State Employee Benefits Committee  
2001 Group Health Insurance Plan Eligibility and Enrollment Rules  
(Effective January 1, 2024)**

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**1.0 Authority**

- 1.1 Pursuant to the authority vested in the State Employee Benefits Committee (SEBC) by 29 **Del.C.** §§5210(4), 9602(b)(4), the SEBC adopts these Eligibility and Enrollment Rules for the State of Delaware Group Health Insurance Plan ("State Plan"). In the event of a conflict between these rules and the Delaware Code, the Delaware Code takes precedence over these rules.
- 1.2 An Employee, Long Term Disability (LTD) beneficiary, COBRA beneficiary, or pensioner must meet one of the following definitions to be eligible for enrollment or continued enrollment in the State Plan:
  - 1.2.1 A permanent full-time employee (regularly scheduled 30 or more hours per week or 130 or more hours per month);
  - 1.2.2 An elected or appointed official as defined by 29 **Del.C.** §5201;
  - 1.2.3 A permanent part-time employee (regularly scheduled to work less than 130 hours per month);
  - 1.2.4 A limited term employee (as defined by 19 **DE Admin. Code** 3001, subsection 11.1);
  - 1.2.5 A pensioner receiving or eligible to receive a pension from the State;
  - 1.2.6 A per diem or contractual employee of the Delaware General Assembly who has been continuously employed for 5 years.

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- 1.2.7 A temporary employee (regularly scheduled 30 or more hours per week or 130 or more hours per month) as defined by 29 **Del.C.** §5207;
- 1.2.8 A current or former employee approved for LTD benefits by the Disability Insurance Program Insurance Carrier or the Administrator in response to 29 **Del.C.** §5253(c)(1);
- 1.2.9 COBRA beneficiaries eligible for continued enrollment in the State Plan as defined by federal law.
- 1.3 Those employees who meet the definition outlined in subsections 1.2.1, 1.2.2, 1.2.4, 1.2.5, 1.2.6, and 1.2.8 are considered "regular officers and employees" or "eligible pensioners" as provided by 29 **Del.C.** §5202 and are to receive State Share contributions. State Share coverage starts on the first of the month following the date of hire.
- 1.4 Employees receiving Short Term Disability (STD) under 29 **Del.C.** §5253(b), Workers' Compensation (WC) under 19 **Del.C.** Chapter 23 or automobile Personal Injury Protection (PIP) benefits under 21 **Del.C.** §2118 will be treated as "regular officers and employees" under these rules. Long Term Disability beneficiaries receiving benefits under 29 **Del.C.** §5253(c) will be treated as "eligible pensioners" under these rules. If any time after Long Term Disability benefits begin, the beneficiary returns to work for the State and meets any of the definitions outlined in subsections 1.2.1, 1.2.2, or 1.2.4, they will be treated as "regular officers and employees" in these regulations.
- 1.5 Casual and seasonal, board members, students, and substitute teachers are not eligible for the State Plan.
- 1.6 Newly employed teachers become eligible employees when they start employment not when they sign their contract. Temporary teachers who have completed the prior year's contract period and are re-hired in September are eligible for coverage, including State Share on the first of the month following the rehire date.
- 1.7 Pensioners who are enrolled in a Medicare Advantage plan with prescription or a Medicare Part D prescription plan which is not administered by the State of Delaware cannot be enrolled in the State of Delaware's Special Medicifill Plan and Medicare Part D prescription plan for Medicare eligible retirees, per the Centers for Medicare and Medicaid Services (CMS).
- 1.8 Enrollment in State plan is not indicative of eligibility to receive State Share contributions.  
**6 DE Reg. 690 (11/01/02)**  
**12 DE Reg. 986 (01/01/09)**  
**15 DE Reg. 225 (08/01/11)**  
**16 DE Reg. 1003 (03/01/13)**  
**18 DE Reg. 79 (07/01/14)**  
**24 DE Reg. 601 (12/01/20)**  
**27 DE Reg. 532 (01/01/24)**

**2.0 Dependents Eligible to Participate**

- 2.1 Dependents must meet one of the following definitions to be eligible for enrollment in the State Plan:
  - 2.1.1 A regular officer's or employee's or eligible pensioner's:
    - 2.1.1.1 Legal spouse or civil union partner (Delaware law does not recognize common law marriage). Ex-spouses, ex-civil union partners, and ex-

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step-children may not be enrolled in the State Plan even if a divorce decree, dissolution decree, settlement agreement or other document requires an employee or pensioner to provide coverage for an ex-spouse, ex-civil union partner, or ex-step-children;

- 2.1.1.2 **IMPORTANT NOTE:** Spousal Coordination of Benefits Policy has been in effect since January 1, 1993 and revised January 1, 2023. The policy applies to a spouse who is eligible for health coverage through their own employer or former employer (when spouse is retired). Spouses who work full-time or who are retired and are eligible for health coverage through their current or former employer, but do not enroll under that employer's health plan, may have a reduction in benefits under the State Plan. A new Spousal Coordination of Benefits form must be filled out upon the spouse's initial enrollment, each year during open enrollment, upon the employee's enrollment in a State Plan administered by the Pension Office as a result of retirement or employment termination due to LTD, or anytime throughout the year the spouse's employment or health insurance status changes. Information on the Spousal Coordination of Benefits Policy, Chart, online form and a Summary Plan Description (SPD) for each health care plan is available on the Statewide Benefit Office's website at [de.gov/statewidebenefits](http://de.gov/statewidebenefits).
- 2.1.1.3 A child or children under age 26 born to or legally adopted or lawfully placed for adoption by a regular officer's, or employee or eligible pensioner or a regular officer or employee's or pensioner's legal spouse;
- 2.1.1.4 A child or children who do not meet the requirements of subsection 2.1.1.3 of this regulation, who is unmarried, under age 19 (age 24 if a full-time student), residing with a regular officer or employee or eligible pensioner in a regular parent child relationship, and who is dependent upon the regular officer or employee or eligible pensioner for at least 50% support, and who would be considered the regular officer's or employee's or pensioner's "dependent" under Section 105(b) of the Internal Revenue Code. A statement of support form must be filled out by the regular officer or employee or eligible pensioner and forwarded to the employee's Benefit Representative or Human Resources Office with the request for coverage together with a copy of the legal guardianship, permanent guardianship or custody order for the dependent child. If the guardianship or custody order has ended due to the child reaching legal adult age, a statement of support will be required. If a natural parent resides in the same household as the insured regular officer or employee or eligible pensioner, it will be deemed that a regular parent-child relationship does not exist unless the regular officer or employee or eligible pensioner has legal guardianship documents or has legally adopted the dependent child.
- 2.1.1.5 An unmarried dependent child or children who meet the criteria of subsection 2.1.1.3 of this regulation, but who is age 26 or older and incapable of self-support because of a mental or physical disability which existed before the child reached age 26. The child or children must have been covered under employee's contract immediately preceding age 26.
- 2.1.1.6 An unmarried dependent child or children who meet the criteria of subsection 2.1.1.4 of this regulation, but who is age 19 (age 24 if full-time student) or older and incapable of self-support because of a mental or physical disability which existed before the child reached age 19 (age 24 if full-time

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student). The child or children must have been covered under employee's contract immediately preceding age 19 (age 24 if full-time student).

2.1.1.7 **IMPORTANT NOTE:** A Dependent Coordination of Benefits form must be filled out for each enrolled dependent regardless of age, upon enrollment in other health coverage, any time other health coverage changes, or upon request by the Statewide Benefits Office or the State Plan administrator.

2.2 An eligible dependent child or children covered under the health insurance plans of both parents (one of whom must be employed by a group not participating in the State Plan) will be primary to the parent's plan whose birthday is the first to occur during the calendar year or in response to applicable Court Order. In the event the parents' birth dates are the same, the dependent child will be primary to the parent with the plan that has covered that parent longest. In the event birth dates and length of service are the same, the dependent child will be primary to the mutual choice of the parents.

2.3 An eligible dependent child or children whose parents are divorced or not living together and not married will be primary to the plan of the parent with custody or primary to the plan of the spouse of the parent with custody unless a Court or Administrative Order defines one parent as responsible for the child's or children's health care expenses or health care coverage and if so, that parent's plan will be primary. If a Court or Administrative Order states that both parents are responsible for the child's or children's health care expenses or health care coverage or that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child or children the provisions in subsection 2.2 of this regulation shall apply. If there is no Court or Administrative Order allocating custody or responsibility for the child's or children's health care expenses or health care coverage the provisions of subsection 2.2 of this regulation shall apply. Also see subsection 4.9 of this regulation.

2.4 Employing agencies and the Office of Pensions shall maintain files that include such documents as SEBC determines appropriate to administer the State Plan; files shall be subject to audit by the SEBC.

2.5 In accordance with 29 **DeI.C.** §5202(h) any spouse receiving a survivor's pension benefit from the State Employee Pension Plan, the State Police Pension Plans or the Judiciary Pension Plan may not include a new spouse in the State's pension group health insurance plan effective June 1, 2012.

2.6 Enrollment of a dependent as defined in subsection 2.1 of this regulation is contingent upon enrollment of a regular officer, employee, or eligible pensioner.

- 6 DE Reg. 690 (11/01/02)
- 12 DE Reg. 986 (01/01/09)
- 15 DE Reg. 225 (08/01/11)
- 15 DE Reg. 1071 (01/01/12)
- 16 DE Reg. 1003 (03/01/13)
- 17 DE Reg. 91 (07/01/13)
- 18 DE Reg. 79 (07/01/14)
- 24 DE Reg. 601 (12/01/20)
- 27 DE Reg. 532 (01/01/24)

**3.0 Coverage**

3.1 Health Plan Coverage of an eligible regular officer or employee (eligible for State Share) and their eligible dependents will become effective on the first of the month following the date

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of hire provided the employee submits a signed application within 30 days of their hire date. Also see subsection 10.1 of this regulation regarding dental and vision plan coverage.

- 3.1.1 State Troopers who retire from the State of Delaware and return to active State employment in a position covered by the Delaware State Employees' Pension Plan, must enroll in coverage through their State employer.
- 3.1.2 Pensioners who return to active State employment in a position covered by the Delaware State Employees' Pensions Plan must enroll in coverage through their State employer. Coverage will be effective on the first of the month following the date of rehire.
- 3.1.3 Participating Organizations pursuant to 29 Del C. §5209, have flexibility in determining the coverage start date for their eligible regular officers or employees and eligible dependents, if different from subsection 3.1 of this regulation, given that Participating Organizations are not subject to the State of Delaware Section 125 Cafeteria Plan.
- 3.1.4 Premiums are not pro-rated for employees whose coverage effective date is not the first day of the calendar month. Examples include family status changes and return from leave (without benefits).
- 3.1.5 Health Plan coverage for LTD beneficiaries who are totally disabled will be administered by the Office of Pensions and will become effective on the first of the month following the effective date of LTD. Health care coverage for LTD beneficiaries who are working part-time in a benefit eligible position for the State of Delaware in accordance with subsection 1.2.8 of this regulation will have their benefits administered by the employing organization.
- 3.1.6 **IMPORTANT NOTES:** Spousal Coordination of Benefits Policy became effective January 1, 1993 and revised January 1, 2023 for a spouse who is eligible for health coverage through their own employer or former employer (when spouse is retired). Spouses who work full time or who are retired and are eligible for health coverage through their current employer or former employer and are not required to pay more than 50% of the premium for the lowest individual only health plan option but do not enroll under their current or former employer's health plan, will have a reduction in benefits under the State Plan. Information on the Spousal Coordination of Benefits Policy, Chart, online form and a Summary Plan Description (SPD) for each health care plan is available on the Statewide Benefit Office's website at [de.gov/statewidebenefits](http://de.gov/statewidebenefits)
- 3.1.7 A Dependent Coordination of Benefits form must be filled out for each enrolled dependent regardless of age, upon enrollment in other health coverage, any time other health coverage changes, or upon request by the Statewide Benefits Office or the State Plan administrator.
- 3.2 Health Plan coverage for a permanent, part-time employee (not eligible for State Share) will become effective on the first of the month following date of hire.
- 3.3 Employees of the State of Delaware who are enrolled in a health insurance benefit plan must re-enroll in a plan of their choice during the open enrollment period as determined by the SEBC. Should the employees neglect to re-enroll in the allotted time, the employee's or employees' and any spouse's or eligible dependents' coverage shall be determined by the SEBC.
- 3.4 Employees, LTD beneficiaries, or pensioners who cover their spouse on a State health plan must fill out a Spousal Coordination of Benefits Policy form upon the spouse's initial enrollment, each year during open enrollment upon the employee's enrollment in a State Plan

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administered by the Office of Pensions as a result of retirement or employment termination due to LTD, or anytime throughout the year that the spouse's employment or health insurance status changes. Failure to supply the Spousal Coordination of Benefits form shall result in the spouse's medical claims being sanctioned, which reduces health care claims to be processed at 20% of the in-network allowable charges for services covered under the State health care plan with the remainder becoming the responsibility of the employee, LTD beneficiary, or pensioner; prescriptions must be paid in full at the pharmacy and a claim submitted to the State's pharmacy benefit manager to be reimbursed at the allowable charge (20% minus the applicable copay).

- 3.5 Any employee, LTD beneficiary, or pensioner who chooses not to enroll in the State Plan must fill out and sign an application/enrollment form acknowledging the desire not to enroll by noting "waive" on the appropriate form. A pensioner who becomes Medicare eligible due to age and who chooses not to enroll in the Medicare Supplement Plan must submit a waive form to the Office of Pensions.
- 3.6 Eligible employees or pensioners who fail to submit a completed and signed application/enrollment form within 30 days of their date of hire, LTD benefit effective date or their date of retirement may not join the State Plan until the next open enrollment period (usually May), unless the employee or pensioner meets the requirements of subsections 3.7 and 3.8 of this regulation. Also see subsection 10.1 of this regulation regarding dental and vision plan coverage.
- 3.7 Pursuant to a federal law, Health Insurance Portability and Accountability Act (HIPAA), if an employee declines enrollment for themselves, their spouse, or their dependents because of other health insurance coverage and later involuntarily loses the coverage, the State employee, spouse, or dependents may be eligible to join the State Plan, without waiting for the next open enrollment period, as long as the request to enroll is made within 30 days of the loss of coverage. Necessary forms must be filled out within 30 days of the request to enroll. If such a change is not made in the time period specified, the eligible employee, spouse, and dependents must wait until the next open enrollment period.
- 3.7.1 The following list includes examples of loss of coverage or loss of eligibility for coverage rules under which an employee may request enrollment for themselves, their spouse, and for their dependents:
- Loss of eligibility for coverage as a result of legal separation, divorce, death, termination of employment or reduction in the hours of employment;
  - Involuntary loss of eligibility for a dependent child (under the age of 26) under the dependent's spouse's employer health plan coverage due to legal separation, divorce, death or employment termination;
  - Loss of Medicaid eligibility/CHIP eligibility;
  - Loss of eligibility for coverage provided through a Health Maintenance Organization (HMO) because the individual no longer resides, lives, or works in an HMO service area (regardless of whether the choice of the individual) and no other benefit package is available to the individual;
  - Loss of eligibility for coverage due to the cessation of dependent status;
  - Loss of coverage because an individual incurs a claim that meets or exceeds a lifetime limit on all benefits under the plan;
  - A plan discontinues a benefit package option and no other option is offered;
  - If the employer ceases making contributions toward the employee's or dependent's coverage, the employee or dependent will be deemed

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- to have lost coverage and does not need to drop coverage to have special enrollment rights;
- Exhaustion of Consolidated Omnibus Budget Reconciliation Act (COBRA) coverage, except that an employee/dependent losing coverage under another plan is not required to choose COBRA under that plan before using their special enrollment rights to enroll with the State; or
  - Loss of individual market health insurance coverage, including coverage purchased through a Marketplace. This rule does not apply if the individual lost eligibility for the coverage due to a failure to pay premiums or on a timely basis or termination of coverage for cause, such as making a fraudulent claim or an intentional misrepresentation of a material fact.
- 3.7.2 An increase in employee or pensioner contribution, change of benefits or change of carrier of the spouse's plan shall not constitute loss of coverage, except where the other plan terminates employer contributions. Employees should contact their Benefit Representative or Human Resources Office and pensioners and LTD beneficiaries should contact the Office of Pensions to ask specific questions about eligibility.
- 3.7.3 See subsections 3.8, 3.9, and 4.6 of this regulation for other instances when changes in coverage are permissible outside of annual open enrollment.
- 3.8 If an employee declines enrollment for themselves, their spouse, or their dependents and later has a new dependent as a result of marriage, civil union partnerships, birth, adoption, or placement for adoption, the employee may be able to enroll themselves, their spouse, and any eligible dependents in the State Plan provided that they request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption. Necessary forms must be filled out within 30 days of the request to enroll. The enrollment of the spouse or dependent must be tied to the qualifying event. Please see subsection 2.5 of this regulation for exception for new spouses of surviving pensioners.
- 3.9 The eligible employee who is currently enrolled in a group health plan, may change their benefit plan upon the dependent's involuntary loss of coverage, in response to subsection 3.7 of this regulation, and addition to the State Plan, provided the request for enrollment is made within 30 days of the loss of dependent's coverage and necessary form must be filled out within 30 days of the request. The enrollment of the dependent must be tied to the qualifying event. In addition, if the employee has a new dependent as a result of marriage, civil union partnership, birth, adoption, or placement for adoption, the employee may change their benefit plan upon the addition of the dependent to the State Plan provided the request for enrollment is made within 30 days after the marriage, birth, adoption, or placement for adoption and the necessary paperwork is filled out within 30 days of the request. For loss of Medicaid/CHIP coverage, the employee or pensioner should request enrollment in the State Plan within 60 days of loss of coverage.
- 3.10 When 2 active eligible regular officers, employees, LTD beneficiaries, or pensioners and their eligible spouse and dependents choose to be covered under "employee and spouse" or 1 "family" contract then the spouse whose birthday occurs earlier in the calendar year shall sign an application for coverage form requesting coverage. Exceptions are permitted upon mutual agreement by both the State agency or organization and the Office of Pensions. (In the event the birth dates are the same, length of service, and mutual choice of parents will be applied as described in subsection 2.2 of this regulation). State Share contributions for all new enrollment will be charged to the agency or organization whose employee enrolls for employee, employee and spouse, employee and children or family coverage.

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3.10.1 An eligible employee of a State Plan Participating Group (with the exception of the University of Delaware, Delaware Transit Corporation, Delaware Solid Waste Authority and the Delaware State Housing Authority) married into a civil union partnership to a State of Delaware employee enrolled in the State Plan must choose health coverage through the Participating Group. Each employee must enroll under a separate contract with their own employer. Eligible dependents may not be enrolled more than once under the State Plan and can be enrolled under either parent unless the parents cannot agree in which case enrollment shall meet the requirements of subsections 2.2 and 2.3 of this regulation.

3.10.2 Each eligible regular officer, employee, LTD beneficiary, or pensioner may choose to enroll under a separate contract, but no regular officer or employee, LTD beneficiary, or eligible pensioner may be enrolled more than once under the State Plan. Eligible dependents may not be enrolled more than once under the State Plan and can be enrolled under either parent unless the parents cannot agree in which case enrollment shall meet the requirements of subsections 2.2 and 2.3 of this regulation.

3.11 When the spouse of an eligible regular officer or employee is a retired State of Delaware employee receiving a pension, or LTD benefits, and enrolled under separate State Plan health contracts, the employing agency and the Office of Pensions will carry the coverage for their respective employee, pensioner, or LTD beneficiary. If an employee and spouse, or a family contract is chosen, the health coverage will continue to be carried through the active employee's agency until such time that the Pensioner or LTD beneficiary becomes eligible for Medicare by reason of age. The spouse may continue to have the State Plan as primary payor of benefits with the contract to continue under the active employee's agency, or the spouse may choose Medicare as the primary payor and enroll in the Medicare Supplement Plan through the Office of Pensions. Also see subsections 4.7 and 4.11 of this regulation.

- 6 DE Reg. 690 (11/01/02)
- 12 DE Reg. 986 (01/01/09)
- 13 DE Reg. 126 (07/01/09)
- 15 DE Reg. 225 (08/01/11)
- 15 DE Reg. 1071 (01/01/12)
- 16 DE Reg. 1003 (03/01/13)
- 17 DE Reg. 656 (12/01/13)
- 18 DE Reg. 79 (07/01/14)
- 24 DE Reg. 601 (12/01/20)
- 27 DE Reg. 532 (01/01/24)

**4.0 Changes in Coverage**

4.1 When a covered regular officer or employee, LTD beneficiary or eligible pensioner marries or enters into a legally recognized civil union, coverage for the non-Medicare spouse or civil union partner will become effective on the date of marriage or civil union, provided the regular officer, employee, or eligible pensioner requests enrollment of the new spouse or civil union partner within 30 days of the date of the marriage or civil union and provides the necessary paperwork within 30 days of the request to enroll. A copy of a valid marriage or civil union certificate must be provided (Delaware law does not recognize common law marriage). A pensioner's Medicare eligible spouse or civil union partner will become eligible for coverage on the first of the month following the date of marriage or civil union provided the pensioner requests enrollment of the Medicare eligible spouse or civil union partner within 30

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days of the date of marriage or civil union and provides necessary paperwork within 30 days of the request to enroll. Coverage effective date must be prospective and be sent a minimum of 30 days in advance of the effective date as required by CMS. A Spousal Coordination of Benefits form must be filled out when adding a spouse or civil union partner to coverage. The Spousal Coordination of Benefits form must be filled out during initial enrollment each year, during annual open enrollment and anytime the spouse's employment or insurance status changes. A Dependent Coordination of Benefits form must be filled out for each enrolled dependent regardless of age upon enrollment in other health coverage, any time other health coverage changes, or upon request by the Statewide Benefits Office or the State Plan Administrator.

- 4.2 Coverage for a child or children born to a regular officer or employee, LTD beneficiary or eligible pensioner or legal spouse or civil union partner who is covered under the State Plan will begin on the date of birth provided a request to enroll the child is made within 30 days of the date of birth and provided the necessary paperwork is received within 30 days of the request to enroll. A copy of an official birth certificate must be provided (and include the regular officer or employee, LTD beneficiary or eligible pensioner's name or legal spouse or civil union partner's name who is covered under the State Plan). Premiums are paid on a monthly basis and not prorated. If such a change is not made in the time period specified, a covered regular officer or employee, LTD beneficiary or eligible pensioner must wait until the next open enrollment period to add the child or children.
- 4.3 Coverage for a child or children legally adopted or placed for adoption with a regular officer or employee, LTD beneficiary or eligible pensioner or legal spouse or civil union partner who is covered under the State Plan will begin on the date of adoption or placement for adoption provided a request to enroll for the child or children is made within 30 days of the date of adoption or placement for adoption and provides the necessary paperwork within 30 days of the request to enroll. A copy of a valid legal document attesting to the adoption or placement for adoption must be provided. Premiums are paid on a monthly basis and not prorated. If such a change is not made in the time period specified, a covered regular officer or employee, LTD beneficiary or eligible pensioner must wait until the next open enrollment period to add the child or children.
- 4.4 Coverage for an eligible dependent, other than a newborn child or children, who becomes an eligible dependent after the regular officer or employee, LTD beneficiary or eligible pensioner has been enrolled, becomes effective the date of eligibility provided the regular officer or employee or eligible pensioner requests enrollment within 30 days of eligible status. The necessary paperwork must be filled out within 30 days of the request for enrollment.
  - 4.4.1 Coverage for an eligible Medicare dependent, who becomes an eligible dependent of an eligible pensioner after the eligible pensioner has been enrolled, becomes effective the first day of the month following eligibility provided the eligible pensioner requests enrollment within 30 days of eligible status. The necessary paperwork must be filled out within 30 days of the request for enrollment.
  - 4.4.2 A copy of valid documentation of dependent status must be provided, e.g. legal guardianship, permanent guardianship, custody order. Applicable premiums must be paid.
- 4.5 A regular officer or employee who transfers to another agency, school district or charter school may change their plan and coverage without waiting until the next open enrollment period. If the cost charged for health coverage significantly increases or significantly decreases, the regular officer or employee may make a corresponding change in election under the plan, including commencing participation in an option with a decrease in cost, or, in

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days of the date of marriage or civil union and provides necessary paperwork within 30 days of the request to enroll. Coverage effective date must be prospective and be sent a minimum of 30 days in advance of the effective date as required by CMS. A Spousal Coordination of Benefits form must be filled out when adding a spouse or civil union partner to coverage. The Spousal Coordination of Benefits form must be filled out during initial enrollment each year, during annual open enrollment and anytime the spouse's employment or insurance status changes. A Dependent Coordination of Benefits form must be filled out for each enrolled dependent regardless of age upon enrollment in other health coverage, any time other health coverage changes, or upon request by the Statewide Benefits Office or the State Plan Administrator.

- 4.2 Coverage for a child or children born to a regular officer or employee, LTD beneficiary or eligible pensioner or legal spouse or civil union partner who is covered under the State Plan will begin on the date of birth provided a request to enroll the child is made within 30 days of the date of birth and provided the necessary paperwork is received within 30 days of the request to enroll. A copy of an official birth certificate must be provided (and include the regular officer or employee, LTD beneficiary or eligible pensioner's name or legal spouse or civil union partner's name who is covered under the State Plan). Premiums are paid on a monthly basis and not prorated. If such a change is not made in the time period specified, a covered regular officer or employee, LTD beneficiary or eligible pensioner must wait until the next open enrollment period to add the child or children.
- 4.3 Coverage for a child or children legally adopted or placed for adoption with a regular officer or employee, LTD beneficiary or eligible pensioner or legal spouse or civil union partner who is covered under the State Plan will begin on the date of adoption or placement for adoption provided a request to enroll for the child or children is made within 30 days of the date of adoption or placement for adoption and provides the necessary paperwork within 30 days of the request to enroll. A copy of a valid legal document attesting to the adoption or placement for adoption must be provided. Premiums are paid on a monthly basis and not prorated. If such a change is not made in the time period specified, a covered regular officer or employee, LTD beneficiary or eligible pensioner must wait until the next open enrollment period to add the child or children.
- 4.4 Coverage for an eligible dependent, other than a newborn child or children, who becomes an eligible dependent after the regular officer or employee, LTD beneficiary or eligible pensioner has been enrolled, becomes effective the date of eligibility provided the regular officer or employee or eligible pensioner requests enrollment within 30 days of eligible status. The necessary paperwork must be filled out within 30 days of the request for enrollment.
- 4.4.1 Coverage for an eligible Medicare dependent, who becomes an eligible dependent of an eligible pensioner after the eligible pensioner has been enrolled, becomes effective the first day of the month following eligibility provided the eligible pensioner requests enrollment within 30 days of eligible status. The necessary paperwork must be filled out within 30 days of the request for enrollment.
- 4.4.2 A copy of valid documentation of dependent status must be provided, e.g. legal guardianship, permanent guardianship, custody order. Applicable premiums must be paid.
- 4.5 A regular officer or employee who transfers to another agency, school district or charter school may change their plan and coverage without waiting until the next open enrollment period. If the cost charged for health coverage significantly increases or significantly decreases, the regular officer or employee may make a corresponding change in election under the plan, including commencing participation in an option with a decrease in cost, or, in

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the case of an increase in cost, revoking an election for that coverage and, in lieu thereof, either receiving on a prospective basis coverage under another benefit package option providing similar coverage or dropping coverage if no other health plan option providing similar coverage is available. The regular officer or employee must make the required change within 30 days of the transfer. Coverage will be effective the first of the month following the date of transfer.

- 4.6 Changes in coverage can only be made during the annual open enrollment period, except in the following situations and if a request is made within 30 days of the event and appropriate documentation is filled out and provided within 30 days of the request:
- 4.6.1 A regular officer or employee, LTD beneficiary or eligible pensioner is making a change due to a qualifying event or Special Enrollment Right as previously outlined in subsections 3.7 through 3.9 of this regulation. Under special enrollment rights, employees and dependents who decline coverage due to other health coverage and then lost eligibility or lose employer contributions have special enrollment rights. Employees, spouses, civil union partners and dependents are permitted to special enroll because of marriage, civil union partnership, birth, adoption or placement for adoption, legal guardianship, permanent guardianship, or custody order;
- 4.6.2 In the case of divorce or dissolution of civil union partnership, if there is a "qualifying event" under subsections 3.7 through 3.9 of this regulation, the regular officer or employee, LTD beneficiary or eligible pensioner's coverage status may change, but the plan cannot unless the provisions of 29 **Del.C.** §5202(d) apply. Also, see subsection 5.4 of this regulation;
- 4.6.3 The spouse or civil union partner of a regular officer or employee, LTD beneficiary or eligible pensioner has become a State of Delaware employee entitled to State Share in which case the plan may be changed in accordance with subsection 3.10 of this regulation;
- 4.6.4 A regular officer or employee, LTD beneficiary or eligible pensioner may change coverage or plan if the provisions of 29 **Del.C.** §5202(d) no longer apply, provided application is made within 30 calendar days of the qualifying event. Also, see subsection 5.4 of this regulation;
- 4.6.5 A regular officer or employee, LTD beneficiary or eligible pensioner choosing to enroll or drop health coverage or enroll or drop one or more dependents (including the spouse of such regular officer, employee, LTD beneficiary or eligible pensioner) from health coverage may enroll or drop coverage of employee, LTD beneficiary or pensioner or dependents, under the following limited circumstances as per Section 125 of the Internal Revenue Service Code and, for pensioners and LTD beneficiaries who make contributions on a post-tax basis, as allowed under the State Plan by the SEBC:
- 4.6.5.1 Change in status.
- 4.6.5.1.1 Due to death of spouse. An eligible employee or pensioner is permitted to enroll themselves if coverage is lost under the deceased spouse's plan or to enroll their dependents who lost coverage under the deceased spouse's plan. An eligible employee or pensioner can only drop coverage for the deceased spouse and any dependents who lost eligibility as a result of the spouse's death.
- 4.6.5.1.2 Due to changes in employment status of the employee or pensioner, the employee's or pensioner's spouse or the employee's or pensioner's dependent (e.g., beginning of employment,

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change of worksite or return from an unpaid leave of absence). An eligible employee or pensioner is permitted to enroll themselves due to beginning of employment (or other change in employment status) that creates eligibility under the Plan. An employee or pensioner whose spouse or dependent begins employment (or has another change in employment status) that creates eligibility under the spouse's or dependent's plan, can drop coverage for the spouse or any dependents who enroll under the spouse's or dependent's plan or may revoke all coverage if the employee or pensioner becomes eligible under the spouse's plan.

- 4.6.5.1.3 Change in the eligibility conditions for coverage under the spouse's or dependent's employer plan. If the employee's or pensioner's spouse or dependent becomes eligible under the spouse's or dependent's employer plan as a result of a change in the eligibility conditions, the employee or pensioner may drop coverage for the spouse or dependent or may revoke all coverage if the employee or pensioner becomes enrolled under the spouse's plan. If the employee's or pensioner's spouse or dependent loses eligibility under the spouse's or dependent's employer plan as a result of a change in the eligibility conditions, the employee or pensioner may enroll the spouse or dependent in the Plan. If a spouse's or dependent's eligibility changed because they satisfied the benefit waiting period, the employee can drop spouse or dependent from plan within 30 days of spouse's or dependent's enrollment.
- 4.6.5.1.4 Events that cause the employee's or pensioner's dependent to cease to satisfy the plan's eligibility requirements. (e.g. age, student status or similar circumstance). The employee or pensioner does not have to make an election change in order to terminate coverage for the dependent, but COBRA notice to the employee is required.
- 4.6.5.1.5 Change in the place of residence of the employee, spouse or dependent provided that in each of the circumstances described in subsections 4.6.5.1.1 through 4.6.5.1.5 of this regulation, inclusive, the cessation of coverage for the dependent is on account of and corresponds with a change in status that affects eligibility for coverage under the plan. If employee's spouse or dependent gains eligibility under the spouse's or dependent's employer plan as a result of a change in residence, the employee may drop coverage for those who become covered under the spouse's or dependent's plan or may revoke all coverage if the employee becomes covered under the spouse's employer plan. If the employee's spouse loses eligibility under the spouse's employer plan as a result of a change in residence, the employee may enroll the spouse or any dependents who lost coverage under the spouse's plan.
- 4.6.5.2 Judicial Order, Decree, or Judgment. Health coverage for 1 or more of dependent children may be dropped if a judicial order, decree, or judgment permits the cancellation of dependent child coverage, provided that the spouse, former spouse or another individual is required to cover such child and such coverage is in fact provided. Employee may drop coverage of affected dependent children.
- 4.6.5.3 Medicare or Medicaid Eligibility. If an employee, spouse, or dependent who is enrolled in an accident or health plan of the employer becomes entitled to coverage (i.e., becomes enrolled) under Part A or Part B of Title XVII

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of the Social Security Act (Medicare) (Public Law 89-97 (79 Stat. 291) or Title XIX of the Social Security Act (Medicaid) (Public Law 89-97 (79 Stat. 343)), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines), the regular officer, employee or eligible pensioner may for themselves or for their dependents make a prospective election change to cancel or reduce coverage of that employee or dependent under the health plan.

4.6.5.4 Change in Costs or Coverage. If the cost charged to an employee for health coverage significantly increases or significantly decreases during a period of coverage, the regular officer, employee or eligible pensioner may make a corresponding change in election under the plan, including commencing participation in an option with a decrease in cost, or, in the case of an increase in cost, revoking an election for that coverage and, in lieu thereof, either receiving on a prospective basis coverage under another benefit package option providing similar coverage or dropping coverage if no other health plan option providing similar coverage is available. For purposes of this paragraph, a cost increase or decrease refers to a change in the amount of the elective contributions under the cafeteria plan, whether that increase or decrease results from an action taken by the employee (such as switching between full-time and part-time status or going out on an unpaid leave of absence, which results in paying the full premium rate for health plan coverage) or from an action taken by an employer (such as reducing the amount of employer contributions for a class of employees).

4.6.6 If an employee's spouse's or dependent's employer drops health care coverage entirely for its employees, the spouse or dependent is eligible to be enrolled in the State's Group Health Insurance Plan, provided the request for enrollment is made within 30 days of the loss of coverage. A Spousal Coordination of Benefits form must be filled out upon enrolling the spouse in the State Plan. If the spouse was previously covered under the State Plan as secondary, a Spousal Coordination of Benefits form must be filled out indicating the date of the loss of coverage. The form will be reviewed to determine the appropriate level of coverage for the spouse.

4.6.7 If an employee's spouse's employer is offering coverage to its employees through the Small Business Health Options Program (SHOP), the spouse is required to enroll in the SHOP coverage unless the share of the premium for the lowest priced plan offered is more than 50% of the total cost of the coverage. An employee can cover their spouse through the State Plan, however the State Plan will pay as secondary. If the employee's spouse is required to pay more than 50% of the total cost of the lowest plan offered, their spouse can choose not to enroll in the SHOP coverage and enroll in coverage through the employee and the spouse will be covered as primary. Enrollment must be completed within 30 days of the spouse's loss of employer coverage. Coverage in SHOP constitutes employer coverage and requires completion of a current Spousal Coordination of Benefits form.

4.6.8 Enrollment in the Health Insurance Marketplace. An employee can drop coverage for themselves, their spouse or their dependents to enroll in coverage through the Marketplace. The request to disenroll from the State Plan must be in writing, noting the effective date of the Marketplace coverage and provided to the employee's Benefits Representative within 30 days of the effective date of the Marketplace coverage.

4.6.9 If an eligible employee or pensioner loses coverage under another employer group health plan other than during the State Plan annual open enrollment period, the

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- State Plan permits such eligible employee or pensioner to make a prospective election change that is on account of and corresponds with a change made under the other employer group health plan.
- 4.7 An eligible regular officer, employee, and their legal spouse or civil union partner (eligible to receive State Share) who becomes eligible for Medicare by reason of age or disability shall continue to be covered under the State Plan as the primary payor of benefits.
- 4.7.1 Regular officers or employees, spouses, civil union partners and dependents eligible for Medicare, by reason of age or disability, must apply for Medicare Part A when first eligible regardless of their coverage under the State Plan. Also see subsection 3.11 of this regulation.
- 4.7.2 If an employee or dependent covered under the State Plan becomes eligible for Medicare Parts A and B due to End Stage Renal Disease (ESRD) or Amyotrophic Lateral Sclerosis (ALS) the covered individual must enroll in Medicare Parts A and B and these plans will be primary after the first 30 months to the non-Medicare State Plan for the period of time as outlined in the Medicare guidelines. Employees with ESRD or ALS should contact their Human Resources Office to discuss coverage options.
- 4.7.3 A pensioner, pensioner's spouse, or dependent, or LTD beneficiary who becomes eligible for Medicare by reason of disability shall choose to either continue to be covered under the non-Medicare State Plan as the primary payor of benefits or enroll in the Medicare Supplement Plan. Contact the Office of Pensions to discuss options.
- 4.8 An employee who becomes eligible for pension or Long Term Disability (LTD) may change their plan at the onset of receiving pension or LTD and must enroll in Medicare Parts A and B upon eligibility. LTD beneficiaries who are not actively working in a benefit eligible position will have State Plan coverage through the Office of Pensions. and must enroll in Medicare Parts A and B upon eligibility by reason of age or disability.
- 4.9 A regular officer or employee or eligible pensioner who is required by Court or Administrative Order to provide health insurance coverage for a child or children shall be permitted to enroll under family or employee and child or children coverage, any child or children who is eligible for such coverage (without regard to any open enrollment restriction). If the employee is enrolled but fails to make application to obtain coverage of the child or children, the child or children shall be enrolled under such family or employee and child or children coverage upon application by the Division of Child Support Enforcement or Division of Social Services. The employee shall not be permitted to disenroll (or eliminate coverage of) any child or children, including during the annual open enrollment period, unless the employer is provided satisfactory written evidence that:
- 4.9.1 The Court or Administrative Order is no longer in effect, or
- 4.9.2 The child or children is or will be enrolled in comparable health coverage, which will take effect no later than the effective date of such disenrollment.
- 4.9.3 See subsections 2.2 and 2.3 of this regulation for Dependent Coordination of Benefits determination.
- 4.10 When a covered regular officer or employee, LTD beneficiary or eligible pensioner divorces or dissolves a civil union, coverage for the non-Medicare ex-spouse or non-Medicare ex-civil union partner and any ex-step-children will terminate on the day following the date of divorce. Premiums are paid on a monthly basis and not prorated. The regular officer or employee, LTD beneficiary or eligible pensioner must remit the employee contribution for the plan, which included the spouse and dependents for the entire month. The regular officer or employee, LTD beneficiary or eligible pensioner must submit a signed

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application within 30 days following the date of divorce or civil union dissolution. If the provisions of subsection 5.3 of this regulation no longer apply as a result of the divorce, the regular officer or employee or eligible pensioner must pay the employee contribution for the entire month that the divorce occurred. Coverage for the Medicare ex-spouse or Medicare ex-civil union partner and any ex-step-children will terminate on the first of the month following the date of divorce or civil union dissolution, provided the pensioner submits a signed application within 30 days of the date of divorce or civil union dissolution. Termination of coverage must be prospective as required by CMS.

4.11 LTD beneficiaries and pensioners or their spouses and dependents eligible for Medicare, by reason of age or disability, must enroll in Medicare Part A and B when first eligible and may enroll in the Medicare Supplement Plan provided by the State Group Health Plan through the Office of Pensions.

4.11.1 If a LTD beneficiary or pensioner or their spouse or their dependent eligible for Medicare by reason of age does not enroll, or remain enrolled, in Medicare Part A and B, they will not be eligible to enroll in the Medicare Supplement Plan. In this instance, they must remain enrolled in a non-Medicare plan until the next available opportunity to enroll in Medicare Part A and B. Coverage in the non-Medicare plan may be reduced and paid as if secondary coverage at 20% of allowable charges which reduces health care claims to be processed at 20% of the allowable charges for services covered under the State health care plan with the remainder becoming the responsibility of the employee, LTD beneficiary, or pensioner; prescriptions must be paid in full at the pharmacy and a claim submitted to the State's pharmacy benefit manager to be reimbursed at the allowable charge (20% minus the applicable copay).

4.11.2 If a LTD beneficiary or pensioner or their spouse or dependent loses Medicare Part B coverage due to non-payment of Part B premiums, they will not be eligible to enroll in a non-Medicare plan and will not be eligible for enrollment in the Medicare Supplement Plan until the next open enrollment period and only if re-enrolled in Medicare Part B coverage. Also, see subsection 3.11 of this regulation.

- 6 DE Reg. 690 (11/01/02)
- 12 DE Reg. 986 (01/01/09)
- 13 DE Reg. 126 (07/01/09)
- 15 DE Reg. 225 (08/01/11)
- 15 DE Reg. 1071 (01/01/12)
- 16 DE Reg. 1003 (03/01/13)
- 17 DE Reg. 656 (12/01/13)
- 18 DE Reg. 79 (07/01/14)
- 24 DE Reg. 601 (12/01/20)
- 27 DE Reg. 532 (01/01/24)

**5.0 Cost of Coverage**

5.1 Regular officers and employees become eligible for State Share contributions on the first of the month following the date of hire. State Share contributions are limited to State regular officers, employees, LTD beneficiaries and pensioners.

5.2 Permanent part-time (regularly scheduled to work less than 130 hours per month), temporary per diem and contractual employees of the General Assembly as described in subsection 1.1 of this regulation are eligible to participate in the State Plan, but are not eligible for State Share. Therefore, any such employee joining the State Plan must pay the

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full cost of the health plan selected. Payment must be collected by the organization and forwarded to the Department of Human Resources/Financial & Administrative Services by the first day of the month for which the employee's coverage becomes effective.

- 5.2.1 If an existing full-time State employee takes a limited term position, State Share shall continue.
- 5.2.2 Casual and seasonal employees and substitutes are not eligible to participate in the State Plan, nor are they eligible for State Share.
- 5.3 Pursuant to 29 **Del.C.** §5202(d), eligible employees who were both each first employed as a regular officer or employee by the State on or before December 31, 2011 and a husband and wife legally married on or before December 31, 2011, may each qualify as a regular officer, employee or eligible pensioner of the State. In the case where 2 members of a family qualify, the following options are set forth:
  - 5.3.1 The 2 employees, or an eligible pensioner, and all eligible dependents may choose to enroll under 1 family contract.
  - 5.3.2 Each employee, or an eligible pensioner, may choose to enroll under a separate contract. Eligible dependents may be enrolled under either contract, but no dependent shall be enrolled more than once under the state health insurance program.
  - 5.3.3 The provisions of this paragraph shall continue to apply to a surviving spouse for employee only or employee and children contracts after the death of 1 of the spouses covered in response to this paragraph has occurred, as long as the surviving spouse is entitled to a survivor's pension in response to 29 **Del.C.** §5528.
  - 5.3.4 If employee and spouse are eligible pensioners where 1 or both retire on or after July 1, 2012, and before July 1, 2017, only 1 \$25 per month charge shall apply when separate contracts are required for a Medicare Supplement plan.
  - 5.3.5 Effective January 1, 2018, if the 2 employees or non-Medicare pensioners enroll under an employee and spouse or family contract, the employee or non-Medicare pensioner who enrolls for the coverage shall be charged 50% of the employee or non-Medicare pensioner cost share premium per month, or \$25 per month, whichever is greater. If the employees or non-Medicare pensioners choose to enroll in separate plans, employee only and employee and children contracts, each employee or non-Medicare pensioner shall be charged 50% of the employee or non-Medicare cost share premium per month, or \$25 per month, whichever is greater for the plans chosen.
    - 5.3.5.1 If both spouses are eligible pensioners and 1 is not yet Medicare eligible, the non-Medicare pensioner will enroll under a pensioner only or pensioner and children contract and the Medicare pensioner will enroll in the Medicare Supplement plan. The non-Medicare pensioner shall be charged 50% of the cost share premium, or \$25 per month, whichever is greater.
    - 5.3.5.2 If 1 spouse is a regular officer or employee and 1 spouse is a Medicare eligible pensioner, the regular officer or employee who enrolls for employee and spouse or family coverage shall be charged 50% of the employee cost share premium. If the employee and Medicare eligible spouse choose to enroll in separate plans, employee and Medicare eligible pensioner shall be charged 50% of the employee and Medicare supplement cost share premium per month, or \$25 per month, whichever is greater for the plans chosen.
    - 5.3.5.3 If both spouses are Medicare eligible and 1 or both retired on or after July 1, 2017, only one 50% pensioner only, or \$25 per month premium,

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whichever is greater, shall apply when separate contracts are required for a Medicare Supplement Plan.

5.3.5.4 If both spouses are Medicare eligible and both retired after July 1, 2012, and before July 1, 2017, each Medicare eligible pensioner shall be charged \$25 per month premium when separate contracts are required for a Medicare Supplement plan.

5.3.6 In no case shall there be a monetary credit or return to the spouse for that spouse's basic credits.

5.4 If a husband and wife are both permanent full-time active employees or pensioners and married to each other on or before December 31, 2011, and leave State Service, on authorized unpaid leave of absence (no longer eligible for State Share), or stop collecting a pension, on or after January 1, 2012, they will be eligible to earn State Share as indicated in subsection 5.3 of this regulation if they return or are permanent full-time active employees or pensioners at a future date as long as they are married to the same spouse who is also a regular officer or employee or pensioner.

5.5 If a regular officer or employee, LTD beneficiary or eligible pensioner, or beneficiary selects coverage under any plan, the employee or pensioner is responsible for paying the monthly employee premium cost for the selected plan and coverage class (employee, employee and child, employee and spouse, or family).

5.6 A regular officer or employee, LTD beneficiary or eligible pensioner who is eligible for the State Share contribution may not receive the cash equivalent in lieu of the coverage itself.

5.7 Health coverage premiums for State of Delaware regular officers and employees are collected on a lag basis. (Example: January coverage is paid by deduction in the second pay of January plus deduction in the first pay of February).

5.7.1 Each agency/school district/sub group is responsible for reconciling premiums to ensure that proper payment has been remitted. Payments, other than those made through OMB/PHRST's automated payroll system, and all adjustments must be submitted in accordance with Statewide Benefits Office procedures. The State Plan will not be responsible for payment of premiums or claims if a signed enrollment form/confirmation statement/waiver is not in the employee file.

5.7.2 When a regular officer or employee of the State transfers from one State agency, school district, or charter school to another mid-month, the State agency, school district, or charter school where the employee left is responsible for the health plan premium payment for the entire month.

5.8 An eligible employee who returns from an authorized unpaid leave of absence is entitled to State Share payments upon return. The employee must request enrollment by contacting their Human Resources Office within 30 days of return from leave of absence. State Share and coverage (if it has lapsed) begin on the date of return from leave of absence.

5.9 Any regular officer or employee, LTD beneficiary or eligible pensioner who fails to make payment for their share of the cost of health coverage when they are eligible to continue coverage and does not have sufficient salary, disability or pension from which payment can be deducted will have coverage canceled on the first day of the following month that a regular officer or employee, LTD beneficiary or eligible pensioner fails to pay the required share for the coverage selected.

5.9.1 Family and Medical Leave Act (FMLA) regulations provide that employees have a 30-day grace period for late premium payments. The employer's obligation to

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maintain health coverage ceases if an employee's premium payment is more than 30 days late.

- 5.9.2 Benefit Representative or Human Resources Offices should continue the employee's health coverage for the 30-day period provided under FMLA. The Benefit Representative or Human Resources Offices can then do a retroactive cancellation if the required employee contribution was not paid by the end of the 30-day grace period. (See subsection 5.21 of this regulation for additional FMLA considerations.)
- 5.10 An employee who has a break in active employment due to authorized leave of absence, suspension, termination or unauthorized leave of absence without pay for a full calendar month, shall not be eligible for State Share for that calendar month and any subsequent calendar month that the employee is in a non-pay status for the entire calendar month. In the case of an authorized leave of absence, an intermittent return to work or use of paid leave of less than five full days in one month, the employee shall not be entitled to State Share contributions. Full payment must be made to the organization by the first of each month in order to retain coverage and the organization shall remit payment to the Department of Human Resources/Financial & Administrative Services. Upon return, the employee is eligible for State Share, provided the break was the result of any of the following:
- 5.10.1 An authorized leave of absence;
- 5.10.2 A suspension without pay; or
- 5.10.3 Termination or unauthorized leave of absence for a period less than 30 calendar days.
- 5.11 State Share will be paid for employees drawing Workers' Compensation and State Personal Injury Protection (PIP), provided the employee is not eligible for coverage from a subsequent employer. Such an employee must submit payment for the share of the coverage that would normally be deducted from their salary.
- 5.12 State Share will be paid for employees who are approved for Short Term or Long Term Disability or both through the State's DIP.
- 5.12.1 Employee's share of premium shall be deducted by OMB from employee's salary or by the DIP Plan Administrator from the beneficiary's monthly LTD check.
- 5.12.2 Employees whose STD claims are in a pending status are entitled to receive State Share for the period the STD claim is in a pending status. If STD claim is denied, the employee is responsible for the State Share paid on their behalf while the claim was in a pending status.
- 5.12.3 Employees who are appealing a STD termination or benefit denial or both are eligible to receive State Share for the period the employee is appealing or requesting STD benefits. If the appeal results in a denial, the employee is responsible for the State Share paid on their behalf during the period the claim was in a pending appeal status.
- 5.13 Any refund of State Share or employee or pensioner share for health plan coverage is subject to the following requirements:
- 5.13.1 A regular officer, employee, LTD beneficiary or eligible pensioner who has paid the State Share in order to ensure continuation of health coverage and then later is found to have been eligible for receipt of State Share, is to be refunded the amount that was not paid by the State. The employee or pensioner must make application for the refund within 1 calendar year of the date the employee first paid the State Share to be refunded as required under 10 Del.C. §8111.

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- 5.13.2 A regular officer, employee, LTD beneficiary or eligible pensioner who has paid the employee or pensioner share then later is found to have been eligible for State Share in accordance with 29 **Del.C.** §5202(d) is to be refunded the amount paid for employee or pensioner share for a period not to exceed one calendar year. The employee or pensioner seeking a refund must make application for the refund within ~~one~~ 1 year of the date the employee or pensioner first paid the employee or pensioner share to be refunded as required under 10 **Del.C.** §8111.
- 5.13.3 A regular officer, employee, LTD beneficiary or pensioner who has paid the employee or pensioner share for an ineligible dependent (for example following divorce, death, or exceeding the dependent age limits) is to be refunded the amount paid for employee or pensioner share for a period not to exceed 60 days, provided that the State Plan has not paid claims for the dependent during the period of ineligibility. The employee or pensioner seeking a refund must make application for the refund within 60 days of the date the employee or pensioner paid the employee or pensioner share to be refunded. The employee or pensioner shall be liable for any amounts paid by the State Plan on behalf of the ineligible dependent and which exceed employee or pensioner share paid and attributable to the dependent for the period of ineligibility. A regular officer, employee, LTD beneficiary or pensioner who fails to make notification of a divorce or civil union dissolution within 30 days shall not be eligible for a refund.
- 5.13.4 A regular officer, employee, LTD beneficiary, or pensioner who has paid the employee or pensioner share for themselves or a covered dependent and later found to be dual covered under another health plan contract through the GHIP shall be refunded the amount paid for the employee or pensioner share for a period not to exceed 60 days, assuming the dual coverage has been resolved.
- 5.13.5 If an employee is terminated from employment and does not pay the employee share for the second half of the month in which terminated, coverage under the Plan is terminated as of the first day of the month. A refund will be given, if the employee makes request for a refund within 60 days and upon determination that the State Plan did not pay claims for any enrolled members during the month of employment termination.
- 5.13.6 Refunds of less than \$1.00 will not be made.
- 5.13.7 The refund is limited to the amount paid by the regular officer, employee, or eligible pensioner during the 1 employee or pensioner share for which the State should have paid the State Share or employee or pensioner share as established in accordance with 10 **Del.C.** §8111.
- 5.14 Teachers who are granted a sabbatical leave of absence are eligible for State Share while they are on such leave. Also see subsection 6.3 of this regulation.
- 5.15 All employees whose positions are involuntarily terminated after they have been employed for a full calendar year (or full school year) who return to full-time State employment within 24 months of their termination or rehired shall be eligible for coverage and State Share on the first of the month following the date of rehire.
- 5.16 A temporary, casual, seasonal employee, or substitute teacher of the State who becomes a "Regular Officer or Employee" will be eligible for coverage and State Share on the first of the month following the date they become a "Regular Officer or Employee".
- 5.17 State Share shall continue for a "Regular Officer or Employee" who is temporarily appointed to a position that results in a dual incumbency.
- 5.18 Any regular officer, employee or pensioner who is also receiving a survivor's pension through the State of Delaware shall also be entitled to State Share for the survivor's pension.

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The increment of cost of the contract selected by the regular officer or employee or eligible pensioner who is also receiving a survivor's pension, shall be deducted by the Director of the Office of Management and Budget (OMB) from salary, pension, or disability payment or checks. Also see subsection 5.3.3 of this regulation.

- 5.19 A regular officer or employee called to active duty with the National Guard or Reserve for other than training purposes shall continue to receive State Share toward health insurance coverage for a period of up to 2 years. Employee's share must be remitted to Benefit Representative or Human Resources Office for further processing.
- 5.20 In the event that the State Plan has paid the employee or pensioner share or any copays, coinsurance, deductibles or other amounts that the Statewide Benefits Office determines should have been paid by the regular officer, employee, LTD beneficiary or pensioner or covered spouse or dependent of the regular officer, employee, LTD beneficiary or pensioner after deducting premiums paid during the applicable period and upon prior written notice to such regular officer, employee, LTD beneficiary or pensioner (which shall not be less than 60, the State Plan, to the extent permissible under applicable law, may recover such amounts from such regular officer, employee, LTD beneficiary or pensioner by deducting the amount paid by the State Plan from the after tax pay due to the regular officer or employee, LTD beneficiary or by invoicing the regular officer, employee, LTD beneficiary or pensioner.
- 5.20.1 The regular officer, employee or pensioner shall be provided an opportunity to dispute such amounts owed to the State Plan to the Statewide Benefits Office; and
- 5.20.2 If the amount owed by the regular officer, employee, LTD beneficiary or pensioner exceeds \$500 then the regular officer, employee, LTD beneficiary or pensioner shall be provided an opportunity to have the amount owed deducted or invoiced in monthly installments over a period of time not less than 12 months. In accordance with 10 Del.C. §8106(a), payment which the State Plan has made for the employee, LTD beneficiary or pensioner share or any copays, coinsurance, deductible or other amounts that the Statewide Benefits Office determines should have been paid by the regular officer, employee, LTD beneficiary or pensioners or covered spouse or dependent of the regular officer, employee, LTD beneficiary or pensioner for a period of up to ~~one~~ 1 year may be collected from the regular officer, employee, LTD beneficiary or pensioner after deducting premiums paid during the applicable period and provided the State Plan shall provide such regular officer, employee, LTD beneficiary or pensioner an opportunity to repay the amount due in a period of time not less than the total number of months being collected by the State Plan or not less than 12 months if the amount owed exceeds \$500.
- 5.21 Family and Medical Leave Act (FMLA) regulations provide that employees who fail to return to work after their FMLA leave entitlement has been exhausted shall be responsible for repayment of the State Share under the group health plan unless they fail to return to work due to their own or eligible family member's serious health condition, or for some other reason beyond their control, including STD leave.
- 5.22 Pensioner State Share eligibility is set forth in 29 Del.C. §5202(b).
- 5.23 A pensioner who returns to active State employment as a "Regular Officer or Employee" is entitled to coverage and State Share on the first of the month following the date of hire.

**6 DE Reg. 690 (11/01/02)**  
**12 DE Reg. 986 (01/01/09)**  
**13 DE Reg. 126 (07/01/09)**  
**13 DE Reg. 683 (11/01/09)**

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15 DE Reg. 225 (08/01/11)  
15 DE Reg. 1071 (01/01/12)  
16 DE Reg. 1003 (03/01/13)  
16 DE Reg. 1090 (04/01/13)  
24 DE Reg. 601 (12/01/20)  
27 DE Reg. 532 (01/01/24)

**6.0 Continuation of Coverage**

- 6.1 To continue coverage, a covered regular officer, employee, LTD beneficiary or pensioner must pay the difference between the State Share contribution and the cost of the coverage selected. Coverage will end on the first day of the month the employee did not make the required payment.
- 6.2 An employee granted an unpaid authorized leave of absence can maintain membership in the group health plan by paying the full cost of coverage (State Share plus employee share) during the period of the leave as long as that leave of absence does not exceed 2 years. An employee who returns from an authorized leave of absence, whether they maintain coverage or not while on leave of absence, is authorized to receive State Share immediately upon return. An employee on FMLA leave is entitled to have health insurance benefits (including the State Share) maintained while on an FMLA leave. If an employee was paying State Share or employee share or both of the premium payments before leave, the employee would continue to pay the same share during the leave period. Premium payments are due by the first day of the month following the effective date of coverage. Failure to make such payment within 30 days of the due date will result in termination of coverage. Also see subsection 5.9 of this regulation.
- 6.3 Coverage continues for teachers who are granted sabbatical leave provided they make the required payments for their share of the cost of their coverage; otherwise, their coverage ends effective the last day of the month in which the employee share of the premium was received. State Share continues while employee is on sabbatical leave provided that the teacher on sabbatical leave makes the required payments for their share of the cost of coverage. Also see subsection 5.14 of this regulation.
- 6.4 Employees leaving State employment, except for termination due to gross misconduct or whose application for LTD benefits under the DIP has been approved, are eligible for continuation under COBRA. Employees should contact their Benefits Representative or Human Resources Office for details of this continuation option.
- 6.5 An eligible employee or eligible dependent that loses coverage under the State Plan may continue coverage under COBRA. If a COBRA qualifying event occurs, the employee or the employee's dependent or dependents must notify the employee's Benefit Representative or Human Resources Office or the State's COBRA Administrator to provide notice of the qualifying event within 60 days of its occurrence.
- 6.6 Upon expiration of the covered individual's COBRA eligibility, the individual may apply directly to the insurance company for a direct billed health insurance contract.

12 DE Reg. 986 (01/01/09)  
16 DE Reg. 1003 (03/01/13)  
24 DE Reg. 601 (12/01/20)  
27 DE Reg. 532 (01/01/24)

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**7.0 Termination of Coverage**

- 7.1 Coverage ends on the last day of the month in which the employee terminates employment. A public school or higher education employee (less than 12-month employee) whose employment during a school year continues through the last scheduled work day of that school year shall retain coverage through August 31 of the same year so long as the required employee share has been paid. If an employee work 1 day in the month in which they are terminated, they shall earn State Share for the entire month. In the event an employee fails to make the required payment for any coverage selected, coverage will be terminated effective the first of the month in which the employee terminated coverage.
- 7.2 Coverage (and dependent coverage, if applicable) ends as of the end of the month in which the employee ceases to be an eligible employee for coverage (due to some change such as a reduction in the number of hours the employee works).
- 7.3 Coverage of dependents, except for dependents of pensioners and dependents eligible for a survivor's pension and dependent children for covered persons who died in the line of duty after January 1, 2004 in accordance with 18 **Del.C.** §6602(a)(5), ends as of the last day of the month of the employee's death. Dependents who lose coverage as a result of the employee's death are eligible for continuation under COBRA. Contact the State's COBRA administrator for details of this continuation option.
- 7.4 Ex-spouses or ex-civil union partners who are not employed by the State of Delaware are not eligible for coverage under the State Plan even if a divorce decree, civil union dissolution, settlement agreement or other document requires an employee to provide coverage for an ex-spouse or ex-civil union partner.
- 7.4.1 Coverage for the ex-spouse or ex-civil union partner of an active employee, LTD beneficiary or pensioner covered by a non-Medicare plan will end on the day after the date of divorce.
- 7.4.2 Coverage for the ex-spouse, ex-civil union partner, or ex-step-children of a pensioner covered in the Medicare supplement plan will terminate on the last day of the month following the date of divorce or civil union dissolution provided the pensioner submits a signed application within 30 days of the date of divorce or civil union dissolution. Termination of coverage must be prospective as required by CMS.
- 7.4.3 Premiums are paid on a monthly basis and not prorated. The regular officer or employee, LTD beneficiary or eligible pensioner must remit the employee or pensioner share for the plan which included the spouse for the entire month. The regular officer or employee, LTD beneficiary or eligible pensioner must submit a signed application within 30 days before the date of divorce. If the provisions of 29 **Del.C.** §5202(d) no longer apply as a result of the divorce, each regular officer, employee, LTD beneficiary or eligible pensioner must pay the employee contribution for the entire month that the divorce occurred. The State Plan will not be responsible for payment of claims when a dependent is no longer eligible for coverage. Also see subsections 5.13 and 5.20 of this regulation.
- 7.5 Coverage for a dependent child or children will end the earlier of the following:
- 7.5.1 The end of the month in which the dependent child or children as defined in subsection 2.1.1.3 of this regulation attains age 26; or

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7.5.2 The end of the month in which the dependent child or children as defined in subsection 2.1.1.4 of this regulation marries, or attains age 19 (or age 24 if full-time student); or

7.5.3 The date the child or children ceases to be dependent on the regular officer or employee or eligible pensioner for at least 50% support per subsections 2.1.1.4, 2.1.1.5, and 2.1.1.6 of this regulation.

7.6 Coverage for a LTD beneficiary will end as of the end of the month in which their LTD benefits end.

- 6 DE Reg. 690 (11/01/02)
- 6 DE Reg. 1515 (05/01/03)
- 12 DE Reg. 986 (01/01/09)
- 15 DE Reg. 225 (08/01/11)
- 15 DE Reg. 1071 (01/01/12)
- 16 DE Reg. 1003 (03/01/13)
- 24 DE Reg. 601 (12/01/20)
- 27 DE Reg. 532 (01/01/24)

**8.0 Reinstatement of Coverage**

8.1 Once a regular officer or employee, LTD beneficiary or eligible pensioner has requested that their coverage be canceled, they cannot rejoin the State Plan until the next annual open enrollment period unless such regular officer or employee or eligible pensioner qualifies for re-enrollment under the applicable exceptions to these Rules.

8.2 An employee who returns from an authorized leave of absence not exceeding 24 months in duration who does not maintain coverage while on leave of absence, is permitted to enroll the first of the month following date of hire, provided the employee requests enrollment within 30 days of return and fills out the necessary paperwork required to enroll within 30 days of the request for enrollment. Coverage will begin as of the date the employee returns from leave following completion of the necessary paperwork and payment of any required employee share. Premiums are paid on a monthly basis and are not prorated. Also see subsection 5.8 of this regulation.

8.3 A pensioner who returns to active State employment will be eligible for State Share on the first of the month following the date of hire.

- 6 DE Reg. 690 (11/01/02)
- 12 DE Reg. 986 (01/01/09)
- 24 DE Reg. 601 (12/01/20)
- 27 DE Reg. 532 (01/01/24)

**9.0 Employee and Employing Agency Responsibilities**

9.1 It is the responsibility of the regular officer, employee or eligible pensioner to keep their Benefit Representative or Human Resources Office informed of any change of address or change in status which results in the adding or dropping of dependents (marriage, divorce, birth, death, adoption, etc.) that affects their health care coverage. The request for enrollment/changes to enrollment must be made within 30 days of the qualifying event and the necessary paperwork must be filled out within 30 days of the request. In turn, it is the responsibility of the Benefit Representative or Human Resources Office to make the necessary changes in the appropriate payroll system, or to notify the Statewide Benefits

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Office of these changes. Failure to do so may affect eligibility of coverage or extent of coverage for any participant and could impose an extreme hardship on a regular officer or employee or eligible pensioner. The State Plan will not be responsible for payment of premiums or claims in the event of ineligibility or the absence of a signed enrollment form/confirmation statement in the regular officer or employee or eligible pensioner's file. Also see subsections 5.13 and 5.20 of this regulation.

- 9.2 The State Plan shall not be responsible for payment of premiums or claims in the event of ineligibility or the absence of a signed enrollment form or confirmation statement in the regular officer or employee or eligible pensioner's file. Also see subsections 5.13 and 5.20 of this regulation.

**6 DE Reg. 690 (11/01/02)**  
**12 DE Reg. 986 (01/01/09)**  
**13 DE Reg. 126 (07/01/09)**  
**24 DE Reg. 601 (12/01/20)**  
**27 DE Reg. 532 (01/01/24)**

**10.0 Dental and Vision Plans**

- 10.1 Any rules related to the dental and vision plans not contained herein are subject to the applicable guidelines within Section 1.0 through subsection 9.2 of this regulation.
- 10.2 Employees or pensioners choosing to pay for and receive coverage under one of the Dental or Vision Plans should be aware of the following terms:
- 10.2.1 Dental and Vision Plans are not affected by the provisions of 29 **Del.C.** §5202(d). Employees and Pensioners are required to pay the full premium;
- 10.2.2 Employees may enroll in a Dental or Vision plan on the first of the month following the date of hire;
- 10.2.3 The Dental and Vision Plans' effective date is always the first of the month following the date of hire and not on date of hire (even if the date of hire is the first day of the month)
- 10.2.4 Dental and Vision Plans' refund rules are limited to 60 days or less because the Dental and Vision Plans are fully insured provided that no claims were paid during the period of the refund requested. Refunds are not made if notification is not provided within 60 days of the qualifying event;
- 10.2.5 Dental and Vision Plans' term dates are limited to 60 days or less from the date of the notification by the employee;
- 10.2.6 Dental or Vision Plan or both will be terminated in the event that employee is 30 days delinquent in payment of Dental or Vision Plans' premium and any paid claims in the same period may be reversed;
- 10.2.7 If an employee is terminated from employment and does not pay the Dental or Vision Plans' premium for the second half of the month in which terminated, coverage under the Dental or Vision Plans will be terminated as of the first of the month, any claims paid for that month may be reversed and a refund may be given, if employee makes request for refund within 60 days of the termination date;
- 10.2.8 School district, charter and higher education employees (except those of Delaware Technical Community College) who are offered school district or employer

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dental and vision coverage are not eligible for coverage under the State Dental or Vision Plans;

10.2.9 The employee or pensioner's selection of a Dental or Vision plan is binding for the plan year and the employee or pensioner may not change such coverage until the next open enrollment period unless the employee meets the requirements of subsections 3.7 through 3.9 of this regulation.

10.2.10 An employee on approved leave of absence without pay may waive participation in the Dental or Vision Plan. Employee must notify their Benefit Representative or Human Resources Office of request as their waive of coverage must be designated in the appropriate enrollment System and notification made to the dental or vision plan. When employee returns to work and upon submission of a signed enrollment form, participation will be reinstated in the appropriate enrollment system to be effective as of the date of the employee's return to work.

10.2.11 An employee on approved leave of absence without pay may continue to participate in the Dental or Vision Plan by making full payment of premium by the first of each month or coverage will be terminated. Employee must make payment to Benefit Representative or Human Resources Office for further processing.

**12 DE Reg. 986 (01/01/09)**

**15 DE Reg. 225 (08/01/11)**

**15 DE Reg. 1071 (01/01/12)**

**16 DE Reg. 1003 (03/01/13)**

**16 DE Reg. 1090 (04/01/13)**

**18 DE Reg. 79 (07/01/14)**

**24 DE Reg. 601 (12/01/20)**

**27 DE Reg. 532 (01/01/24)**



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

**Attachment 26**

**VISION INSURANCE PLAN DESIGN**

**See separate Excel attachment, available in ProposalTech and through GSS site.**

**PAYROLL DEDUCTION COVERAGE SCHEDULE**

**2025 Schedule of Benefit Deductions by Pay Period**

<b>Paycheck Date</b>	<b>Pay Period Dates</b>	<b>Benefit Deduction For...</b>
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

**DATA FILE DESCRIPTIONS AND LAYOUTS**

- Confidential, NDA required
- Released in ProposalTech

**CENSUS**

- Confidential, NDA required
- Released in ProposalTech

**CLAIMS DATA**

- Confidential, NDA required
- Released in ProposalTech

## **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 Group Vision Insurance 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 three (3) or more references with an excess of 40,000 eligible employees. Additionally, please provide references for three (3) terminated and/or expired clients and note the date of termination and/or expiration with the reason.

The total of six (6) references requested should include at least one (1) active and one (1) terminated reference 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

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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 Rate Quote (Attachment 15)
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. One (1) completed In-network Top 20 Geo Access (Attachment 23)
16. One (1) completed Network Provider Disruption (Attachment 24)
17. One (1) completed Vision Insurance Plan Design (Attachment 26)
18. 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.

**Appendix B – PROFESSIONAL SERVICES AGREEMENT**  
**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.
- 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.

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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 [REDACTED], 20[REDACTED] through [REDACTED], 20[REDACTED]. 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 [REDACTED], Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix [REDACTED].

2.4. Delaware's obligation to pay Vendor for the performance of services described in Appendix [REDACTED], Statement of Work will not exceed the fixed fee amount of \$[REDACTED]. 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.

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- 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

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("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.

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- 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

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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.

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- 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

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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.

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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.

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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.

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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

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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 successful vendor. 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 successful vendor 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

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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

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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;

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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 successful vendor 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.

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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:

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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