

STATE OF DELAWARE
Department of Human Resources



State of Delaware
Department of Human Resources
Statewide Benefits Office

May 13, 2026

TO: ALL OFFERORS

FROM: Pamela Barr
RFP and Contract Manager

SUBJECT: ADDENDUM 1 TO REQUEST FOR PROPOSAL
DHR26009-MED_TPA Medical Third-Party Administration (TPA) Services

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

Attachment 9 – Non-Disclosure Agreement

All other terms and conditions remain the same.

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

Signature: _____

Printed Name: _____

Company: _____

Date: _____

NON-DISCLOSURE AGREEMENT WITH CERTIFICATE OF DESTRUCTION

Request for Proposal for Professional Services for the State of Delaware's Medical TPA Services

This Non-Disclosure Agreement ("NDA") is entered into as of May 13, 2026, by and between _____ ("Vendor") and the State of Delaware Department of Human Resources ("State").

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

"Purpose of the Disclosure" means a review of Attachment 23: Provider Disruption, Attachment 31: GeoAccess PPO Network, Attachment 32: GeoAccess HMO Network, Attachment 33: Medicfill Rx Claims, Attachment 34: Data File Descriptions and Layouts, Attachment 35: Census, Attachment 36: Claims and Enrollment Summary, and Attachment 37: Administrative Service (ASO) Fees for the purpose of responding to a proposal for Medical TPA Services.

The parties hereby agree as follows:

1. **Property of State.** All right, title and interest in and to the Proprietary Information shall be and remain vested in the State. Nothing in this NDA shall grant the Vendor any license or right of any kind with respect to the Proprietary Information, other than to review and evaluate such information solely for the Purpose of the Disclosure set forth above. All Proprietary Information is provided on an "AS IS" basis; and all representations and warranties, express or implied, are hereby disclaimed.
2. **Vendor's Obligations.** Vendor agree that it will:
 - (a) use commercially reasonable efforts to safeguard the Proprietary Information, and to prevent any unauthorized access, reproduction, disclosure, or use of any of the Proprietary Information other than for the Purpose of the Disclosure and then only in strict compliance with the provisions hereof and subject to any applicable laws;

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(b) disclose the Proprietary Information only to those officers, directors, employees, consultants and advisors of the Vendor who need to know such information in order to carry out the Purpose of the Disclosure and, in the event the employment or engagement of any such person is terminated, the Vendor agrees to use commercially reasonable efforts to recover any Proprietary Information in such person's custody or control;

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

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

(e) On or before July 1, 2027, or within 30 days of notification by the State that Vendor's proposal has not been accepted, 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

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inadequate. Therefore, in addition to any other rights it may have at law, the State shall be entitled to seek equitable relief.

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

VENDOR

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Address: _____

STATE OF DELAWARE

Authorized Signature: _____

Leighann N. Hinkle
Acting Director of Statewide Benefits and
Insurance Coverage Office

Date: _____

Department of Human Resources
Statewide Benefits Office
841 Silver Lake Boulevard, Suite 200
Dover, DE 19904