

**ATTACHMENT K: DATA USE AGREEMENT (DUA)**

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By signing and returning this document, Vendor (*insert company name* \_\_\_\_\_), **understands and agrees to the following:**

1. Upon the Plan's determination that Vendor has met the Minimum Requirements, Vendor will be provided access to Plan Data (Data).
2. This Data is being provided for the sole purpose of assisting Vendor in preparing a responsive and responsible proposal to the PBM Services RFP (RFP#270-20260216PBMS) and is for the purpose of Plan Operations.
3. Vendor shall not use the Data for any purpose other than to assist in preparing a response to the PBM Services RFP and shall treat the Data as confidential.
4. Vendor shall not attempt to identify or contact the individuals in the Data.
5. Vendor shall implement security measures to protect the Data from unauthorized use or disclosure.
6. Vendor shall report any discovered misuse or unauthorized use of Data to the Plan's HIPAA Compliance Officer as identified in the RFP.
7. Vendor shall not distribute or share the Data with any person or entity not assisting Vendor in preparing a response to the PBM Services RFP. Vendor shall hold any person or entity assisting in preparing the response to the PBM Services RFP to the same terms of this Data Use Agreement (DUA) as Vendor is held.
8. If Vendor does not bid on the PBM Services RFP, Vendor shall, upon making that decision, immediately destroy the Data from Vendor's files or records. Vendor shall not retain or maintain any copies of the Data.
9. If Vendor submits a proposal in response to the PBM Services RFP, Vendor shall immediately destroy the Data from Vendor's files or records upon notification that an award has been made or the PBM Services RFP has been cancelled.
10. Vendor shall destroy and dispose of Plan Data using the guidelines outlined in the National Institute of Standards of Technology (NIST) Special Publication 800-88 Revision 2 located at:  
<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>  
<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r2.pdf>
11. After all Data has been destroyed, an authorized representative of Vendor with knowledge of the Data destruction shall complete, sign, and return the Plan's Certificate of Data Sanitization within 30 days of the event giving rise to Vendor's obligation to destroy the Data. Vendor can obtain a copy of the certificate by e-mailing Lotta Crabtree at [lotta.crabtree@nctreasurer.com](mailto:lotta.crabtree@nctreasurer.com) with a copy to [SHPCContracting@nctreasurer.com](mailto:SHPCContracting@nctreasurer.com).
12. Provide the name, title, and email address of the individual designated to receive Data and Cost Proposal Response workbooks. Do not respond with group/generic names and/or group/generic email addresses as these will not suffice.

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

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

Email: \_\_\_\_\_

Proposal Number: **270-20260216PBMS**

Vendor: \_\_\_\_\_

13. If during the procurement process it becomes necessary for Vendor to replace the individual previously identified in 9. above, Vendor shall immediately provide a signed and updated DUA that includes the replacement individual's name, title, and email address.

Vendor agrees to the above restrictions on the use of the Data:

BY: \_\_\_\_\_  
(Person authorized to bind Vendor)