



MARTIN O'MALLEY
Governor

ANTHONY BROWN
Lieutenant Governor

T. ELOISE FOSTER
Secretary

DAVID C. ROMANS
Deputy Secretary

**Amendment #1 to Request for Proposals (RFP)
Pharmacy Benefits Plan Management Services and Pharmacy Purchasing Pool
Management
Solicitation No. F10B0400006
January 8, 2010**

This Amendment is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (ex. **new language**) and language deleted has been marked with a strikethrough (ex. ~~language deleted~~).

1. Amend RFP §1.37 as follows:

1.37 Prompt Payment to Subcontractors

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §27~~6~~ (see Attachment A). Additional information is available on the GOMA website at http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

2. Amend RFP Attachment I: Non-Disclosure Agreement (NDA) as provided in Attachment 1 to this Amendment. The amendment removes the provision for personal liability for individual employees or agents of the Offeror among other things. Prospective offerors who have not yet submitted a completed copy of the NDA are instructed to use the version supplied as Attachment 2 to this Amendment (the version without language marked in **bold** or ~~strikethroughs~~). Prospective offerors who have already completed and submitted a copy of the original version of the NDA are asked to submit a new completed and signed NDA, using the version supplied as Attachment 2 to this Amendment. The original copies of the NDA already submitted by those

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prospective offerors will be destroyed upon receipt of the signed and completed revised version.

3. Amend Attachment J-4: Administrative Requirements as follows:

AR-52	a.) File transfers between the Contractor and the State shall be exchanged using a point to point VPN connection or another method approved by the State of Maryland, Department of Budget and Management , Office of Information Technology.	Select one
	b.) File transfers with other entities shall be exchanged in a secure, encrypted and mutually agreed upon format.	Select one

4. Amend Attachment J-5: Questionnaire as follows:

IX. MEDICARE PART D OPTIONS		
Q-101	Since the inception of Medicare Part D, the State has elected the Retiree Drug Subsidy. The State is interested in examining the effect, both administratively and financially, of adopting an alternate approach, outsourcing as much of the administration as possible.	
	a.) Discuss your experience and ability to assist in the administration of the RDS Subsidy approach, including the associated cost(s).	Label as " Response Attachment J-5: Medicare Part D - RDS Subsidy Approach " <u>(do not include associated costs in this Response Attachment)</u> . <u>The associated cost(s) for a RDS Subsidy approach are to be included as a PMPM fee in line 2 of Attachment K-4: Financial Proposal.</u>
	b.) Discuss your experience and ability to assist in the administration of a direct contract approach, including the associated cost(s).	Label as " Response Attachment J-5: Medicare Part D - Direct Contract Approach " <u>(do not include associated costs in this Response Attachment)</u> . <u>The associated cost(s) for a direct contract approach are to be included as a response attachment included in the Financial Proposal and labeled as "Response Attachment K-6: Medicare Part D – Direct Contract Approach."</u>
	c.) Discuss your experience and ability to assist in the administration of an indirect contract approach, including the associated cost(s).	Label as " Response Attachment J-5: Medicare Part D - Indirect Contract Approach " <u>(do not include associated costs in this Response Attachment)</u> . <u>The associated cost(s) for an indirect contract approach are to be included as a response attachment included in the Financial Proposal and labeled as "Response Attachment K-6: Medicare Part D – Indirect Contract Approach."</u>
	d.) Discuss your experience and ability to assist in the administration of a Medicare Advantage plan, including the associated cost(s).	Label as " Response Attachment J-5: Medicare Part D - Medicare Advantage Plan " <u>(do not include associated costs in this Response Attachment)</u> . <u>The associated cost(s) for a Medicare Advantage plan are to be included as a response attachment included in the Financial Proposal and labeled as "Response Attachment K-6: Medicare Part D – Medicare Advantage Plan."</u>

Issued and authorized by

Gabriel Gnall
Procurement Officer

Attachments

1. Attachment I - Non-Disclosure Agreement (original version with emphasized revisions)
2. Attachment I - Non Disclosure Agreement (revised version)

Attachment I – Non-Disclosure Agreement (Offeror)

REVISED AMENDMENT #1

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 2010, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a Technical Proposal in response to RFP # F10B0400006, the Request for Proposals for ~~Pharmacy Benefits Purchasing Pool Management and Pharmacy Benefits Plan Administration~~ **Management Services and Pharmacy Purchasing Pool Management**. In order for the OFFEROR to submit a Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to demographic and identifying information on eligible individuals and plan utilization data. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information.” As a condition for its receipt and access to the Confidential Information described in Section 1.32 of the RFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.32, except in connection with the preparation of its Proposal. **All Confidential Information and copies thereof shall be protected from disclosure by commercially reasonable means, including without limitation encryption, password protection, and secure transmission where appropriate.**
2. Each employee or agent (including without limitation subcontractors) of the OFFEROR who receives or has access to the Confidential Information shall **be notified of the confidentiality and nondisclosure requirements of this Agreement and the confidential nature of the Confidential Information.** ~~execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State.~~ Each employee or agent of the OFFEROR **who is provided access to or a copy of the Confidential Information shall be bound by confidentiality and nondisclosure obligations that are no less restrictive than the obligations set forth herein.** ~~who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR and the~~ **The OFFEROR shall be liable for any violations by any employees or agents who are provided or given access to Confidential Information. The OFFEROR shall provide a list of all individuals, employees, and agents of the OFFEROR who have or have had access to the Confidential Information, along with the certification required in section 3 of this Agreement.**
3. OFFEROR shall return to the State the original and destroy **(in a manner designed to prohibit reading of or reconstruction of the data)** any copies of the Confidential Information remaining in its possession within five business days of the State’s notice of a recommended award in connection with this procurement. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to the Procurement Officer identified in the RFP, Section 1.6, on or before the due date for Proposals. The OFFEROR shall certify, in writing **and signed by an individual with authority to bind the OFFEROR,** to the Procurement Officer **that any and all Confidential Information (in whatever format or media) has been destroyed or returned to the Procurement Officer** ~~the destruction of any electronic or paper copies of the Confidential Information within the five business days referenced above~~ **of the notice of recommended award or the notice that the OFFEROR will not submit a proposal, whichever is earlier. Such certification may be in the form provided below or in another form.**

4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that he or she is fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. ~~If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.~~

OFFEROR: _____
 BY: _____ [signature]
 NAME: _____ [print name]
 TITLE: _____
 ADDRESS: _____

OFFEROR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date
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CERTIFICATION

I CERTIFY, on behalf of _____ (“OFFEROR”) that the original and any and all copies of the Confidential Information provide by the State in connection with RFP # F10B0400006 have been returned to the Procurement Officer or destroyed in a manner designed to prevent reconstruction of or reading of the data. Below is a list of the individuals, employees and/or agents to whom copies of or access to the Confidential Information have been provided.

I warrant and represent that I am fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement.

OFFEROR: _____

BY: _____ [signature]

NAME: _____ [print name]

TITLE: _____

ADDRESS: _____

DATE: _____

WITNESS: _____

OFFEROR’S EMPLOYEES AND AGENTS WHO WERE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

<u>Printed Name and</u>	<u>Employee (E)</u>
<u>Address of Individual/Agent</u>	<u>or Agent (A)</u>

Attachment I – Non-Disclosure Agreement (Offeror)

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2. Each employee or agent (including without limitation subcontractors) of the OFFEROR who receives or has access to the Confidential Information shall be notified of the confidentiality and nondisclosure requirements of this Agreement and the confidential nature of the Confidential Information. Each employee or agent of the OFFEROR who is provided access to or a copy of the Confidential Information shall be bound by confidentiality and nondisclosure obligations that are no less restrictive than the obligations set forth herein. The OFFEROR shall be liable for any violations by any employees or agents who are provided or given access to Confidential Information. The OFFEROR shall provide a list of all individuals, employees, and agents of the OFFEROR who have or have had access to the Confidential Information, along with the certification required in section 3 of this Agreement.
3. OFFEROR shall return to the State the original and destroy (in a manner designed to prohibit reading of or reconstruction of the data) any copies of the Confidential Information remaining in its possession within five business days of the State’s notice of a recommended award in connection with this procurement. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to the Procurement Officer identified in the RFP, Section 1.6, on or before the due date for Proposals. The OFFEROR shall certify, in writing and signed by an individual with authority to bind the OFFEROR, to the Procurement Officer that any and all Confidential Information (in whatever format or media) has been destroyed or returned to the Procurement Officer within five business days of the notice of recommended award or the notice that the OFFEROR will not submit a proposal, whichever is earlier. Such certification may be in the form provided below or in another form.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s

rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

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8. The individual signing below warrants and represents that he or she is fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement.

OFFEROR: _____
BY: _____ [signature]
NAME: _____ [print name]
TITLE: _____
ADDRESS: _____

OFFEROR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL
INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)
_____	_____
_____	_____
_____	_____
_____	_____

CERTIFICATION

I CERTIFY, on behalf of _____ (“OFFEROR”) that the original and any and all copies of the Confidential Information provide by the State in connection with RFP # F10B0400006 have been returned to the Procurement Officer or destroyed in a manner designed to prevent reconstruction of or reading of the data. Below is a list of the individuals, employees and/or agents to whom copies of or access to the Confidential Information have been provided.

I warrant and represent that I am fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement.

OFFEROR: _____
BY: _____ [signature]
NAME: _____ [print name]
TITLE: _____
ADDRESS: _____
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WITNESS: _____

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_____	_____
_____	_____
_____	_____
_____	_____