DEPARTMENT OF
BUDGET & MANAGEMENT

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Deputy Secretary

Amendment #6 to Request for Proposals (RFP)
Pharmacy Benefits Plan Management Services and Pharmacy Purchasing Pool Management
Solicitation No. F10B0400006
June 22, 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 strikeout (ex. ~~language deleted~~).

A revised version of "Attachment J - Technical Proposal" is provided with this Amendment, and incorporates all changes from Amendment #1 through Amendment #6.

1. Amend AR-48 of Attachment J-4: Administrative Requirements as follows:

AR-48	The Contractor will ensure that the State data will not be sold or shared with another organization without the prior written authorization of the State and unless compliant with HIPAA as an action by the Plan. **Fees from and disclosures to pharmaceutical manufacturers that are related to certain Specialty Pharmacy medications are permitted solely as provided by RFP §3.4.1.1.B(g) and if consistent with HIPAA and the HI-TECH Act as an action by the Plan. The Contractor shall document and disclose such exempt disclosures and fees and be prepared to identify how the fees/payments are used solely in connection with the identified exemption and do not constitute revenue or other payments similar to rebates.**	**Select one**

2. Amend AR-49 of Attachment J-4: Administrative Requirements as follows:

AR-49	The Contractor will provide at least six (6) months notice of any **significant** planned systems upgrades or changes, including but not limited to claims, customer service, eligibility and corporate operating systems.	**Select one**

3. Amend AR-87 of Attachment J-4: Administrative Requirements as follows:

AR-87	**Drug Substitutions and Therapeutic Interchanges** a.) The Contractor shall comply with INS § 15-1634 **in conducting therapeutic interchanges**. **(**Please see ~~AR-67(h)~~ **AR-66(h)** for reporting requirements related to drug substitutions **generally, including therapeutic interchanges.)** ~~activities.~~	**Select one**

	b) The Contractor shall ~~substitute~~ **conduct a therapeutic interchange (as defined in INS § 15-1601) for** the drug prescribed with another drug only if~~: 1)~~ the ~~substitution~~ **interchange** complies with **all** applicable **state and federal** laws **(**such as**, in Maryland,** INS §**§** 15-1633 **through 15-1639).** ~~and 2) there is a benefit to the health of the individual member or a savings to the State or individual member (such savings must be passed through to the State or the individual participant).~~ (**For the purposes of INS § 15-1633,** in the case of an individual enrolled in a plan sponsored by another Purchasing Pool Participant, savings must accrue to the Purchasing Pool Participant or individual member in that Purchasing Pool Participant's plan.)	**Select one**
	~~c.) The Contractor shall substitute the drug prescribed with another drug only if the prescriber and the member agree to the substitution, unless the substitution is from a brand drug to a generic drug.~~	~~**Select one**~~

4. Amend AR-91(c) of Attachment J-4: Administrative Requirements as follows:

AR-91	c.) For any recoveries as a result of fraud investigations and audits, the Contractor will pay the State ~~via~~ **using one of the following methods:** **1)** a separate check payment and provide documented substantiation**; or** **2) claim reversals/credits for which recoveries flow through to the State in the invoice, and for which the Contractor will provide detailed reports that specifically document such reversals/credits in order to fulfill the State's accounting requirements.** The Contractor will report on activity twice a year, at six month intervals. **The Offeror should identify the preferred method and explain its capability to use that method on Attachment J-14: Deviations.**	**Select one**

5. Amend AR-95 of Attachment J-4: Administrative Requirements as follows:

~~AR-95~~	~~The Contractor agrees to provide necessary legal defense in the event of litigation related to the Plan.~~	~~**Select one**~~

6. Amend AR-98 of Attachment J-4: Administrative Requirements as follows:

~~AR-98~~	~~The Contractor agrees to prepare and file all legal documents necessary to implement and maintain the plan, including policies, amendments, contracts, required state filings, and development of booklet/certificate formats.~~	~~**Select one**~~

7. Amend RFP §3.4.1.1 to add section B(g) as follows:

(g) Specialty Pharmacy Clinical and Utilization Tracking Programs – For the Specialty Pharmacy ONLY, the Contractor may accept and not pass through certain limited fees. These fees exempt from the pass-through requirements are:

i. Fees that are only to offset the costs associated with providing utilization data under manufacturer contracts and/or FDA rules/FDA required programs to track data related to utilization of certain Specialty Pharmacy medications; and

ii. Fees that are only to offset and pay for the cost of clinical programs provided to utilizers of certain Specialty Pharmacy medications in cases where the manufacturer contract for funding such clinical programs specifically prohibits passing the fee to the plan sponsor or plan.

The Contractor must document and disclose such exempt fees and be prepared to identify how the fees/payments are used solely in connection with the identified exemption and do not constitute revenue or other payments similar to rebates or Manufacturer Payments that are subject to pass-through (*see* RFP §3.4.1.1.B(d)). Each Offeror should identify the specialty medications for which these disclosures and/or fees apply. In connection with disclosures of data in connection with these fees, the Contractor shall comply with the following:

i. Disclosures shall be of the minimum necessary data, meaning de-identified data (*see* HIPPA Privacy Standards) in any case where de-identified data is sufficient;
ii. All disclosures and receipt of all fees are permitted by HIPAA and the HI-TECH Act as an action by the Plan (i.e. by a covered entity);
iii. Clinical programs that are the basis of the fee and/or disclosure are validated as clinical appropriate, do not influence product selection, and do not constitute marketing, as that term is defined by the HIPAA Privacy Standards and the HI-TECH Act; and
iv. The manufacturer or FDA limit distribution of the specialty medication to only those pharmacies that provide the utilization data.

8. Amend RFP §3.4.1.1. to add section B(h) as follows:

(h) Interest on Rebates / Payments – In connection with rebate/Manufacturer Payments that are to be passed through and payments to pharmacies for claims, the following applies:

i. So long as the timing requirements of this RFP and Attachment are met as to the payments being remitted to the State or Purchasing Pool Participant (i.e. plan sponsor of a PPP) timely (see Attachment J-4 AR 89(c) for required rebate payment timing), the Contractor may retain any interest or earnings on such funds during the limited period that such funds are held by the Contractor; and
ii. Interest may be retained so long as the funds being held by the Contractor and on which it has earnings are commingled funds in the Contractor's own accounts that are not client-specific holdings (e.g. the Contractor receives a quarterly rebate payment that is based on utilization of all members in all client plans administered by the Contractor and the Contractor has yet to analyze each plan's/client's utilization to properly attribute such rebates to each plan/client so that the funds may be properly treated consistent with the client contract).

Offerors are to acknowledge receipt of this amendment by providing a signed document to the Procurement Officer at the address provided in RFP Section 1.6 by 2:00 PM, July 2, 2010, stating that this Amendment #6 has been received and reviewed by the Offeror.

Failure to acknowledge receipt of an amendment does not relieve the Offeror from complying with all terms of any such amendment.

Issued and authorized by

Gabriel Gnall
Procurement Officer

Attachment:
Attachment J – Technical Proposal (revised – Amendment # 6)