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**Amendment #6 to Request for Proposals (RFP)
NO. F10B6400005R
Department of Budget & Management
Pharmacy Benefit Management Services and Pharmacy Benefits
Purchasing Pool Management
June 6, 2016**

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 the Key Information Summary Sheet as follows:

Proposal Due (Closing) Date and Time: ~~May 1226 June 714~~ **June 23, 2016, at 2:00 p.m. Local Time**

2. AMEND Provision 6 “Exclusive Use” of the State Contract, Attachment A, as follows:

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor **specifically** in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor **specifically** relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by

Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

3. AMEND Paragraph 9 of the State's Non-Disclosure Agreement, Attachment J, as follows:

9. Contractor and each of the Contractor's ~~Personnel~~ subcontractors who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

4. AMEND Sections C of the Permitted Uses and Disclosures of PHI by Business Associate section of Attachment K as follows:

C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except that Business Associate may use and disclose PHI to provide Data Aggregation services to Plan (see RFP Section 1.2 for definition) as permitted by 45 CFR 164.504(e)(2)(i)(B).

5. AMEND Sections E of the Permitted Uses and Disclosures of PHI by Business Associate section of Attachment K as follows:

E. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration, or legal responsibilities of the Business Associate, and may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

6. ADD Sections H to the Permitted Uses and Disclosures of PHI by Business Associate section of Attachment K as follows:

H. Business Associate may use and disclose PHI to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c), and in accordance with all other applicable HIPAA provisions.

7. AMEND Sections D to the Duties of Business Associate Relative to PHI section of Attachment K to correct a typographical error as follows:

- D. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay, and in no case later than fifteen calendar days after the use or disclosure. For purposes of reporting under this Agreement, in order to determine whether a particular situation is a reportable “Security Incident,” the Business Associate may rely upon HIPAA and its related laws for guidance to render that determination;

8. AMEND the FA1 Technical Proposal Attachment P for Functional Areas 1 and 2 to modify Compliance Checklist (CC) Item 46 as indicated in the separately attached document “FA1 Attachment P Pharmacy Technical Proposal Amendment 3.” Offerors are to submit their FA1 Attachment P responses using the aforementioned amended file.

Issued and authorized by

<signed>
Rachel Hershey
Procurement Officer