



STATE OF TENNESSEE
FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

**REQUEST FOR PROPOSALS # 31786-00156
AMENDMENT # TWO
FOR MEDICARE SUPPLEMENTAL**

DATE: November 18, 2020

RFP # 31786-00156 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		October 14, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	October 19, 2020
3. Pre-response Conference	11:30 a.m.	October 21, 2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	October 22, 2020
5. Written "Questions & Comments" Deadline	2:00 p.m.	October 28, 2020
6. State Response to Written "Questions & Comments"		November 18, 2020
7. Response Deadline	4:30 p.m.	December 3, 2020
8. State Completion of Technical Response Evaluations		January 8, 2021
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	January 11, 2021
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	3:00 p.m.	January 21, 2021
11. End of Open File Period		January 28, 2021
12. State sends contract to Contractor for signature		February 1, 2021
13. Contractor Signature Deadline	2:00 p.m.	February 5, 2021

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
	1.	<p>Are electronic signatures permissible for all documents requiring signature, due to the electronic only nature of this RFP and the fact it is more difficult to be “in person” under the current pandemic environment? Confirming this applies to all required signatures?</p> <p>An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.</p> <p>Other examples: a. bank reference letter (requested in A.3) and the positive credit references from our vendors (requested in A.4) b. Statement of Certifications and Assurances</p>	Yes, electronic signatures are permitted.
	2.	Is it permissible for our reference respondents to CC us on their emailed reference response questionnaire submission to the State so that we may track who has responded?	Yes.
	3.	If our reference respondents are not permitted to CC us on their emailed reference response questionnaire submission to the State OR if they choose not to CC us, will the State provide confirmation/status related to how many references they have received so that we may track any outstanding reference questionnaires?	Yes, the State is willing to confirm which references we have received. The State will not share the content of the questionnaire as it is supposed to be independent of the Respondent.
	4.	Are reference respondents able to use electronic signatures to sign the emailed reference response questionnaire?	Yes. Electronic signatures are permissible.
	5.	Please confirm number total of references required is 5? No more, no less?	<p>Yes. Please see RFP Section B, Question #15. It asks Respondents for:</p> <ul style="list-style-type: none"> • <i>two (2) accounts Respondent currently services that are similar in size to the State; and</i> • <i>three (3) completed projects.</i> <p><i>References from at least three (3) different individuals are required to satisfy the requirements above,</i></p>

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			<p><i>e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account.</i></p> <p>The State is looking for five customer references. At a minimum, three of those should be from different individuals.</p>
	6.	<p>The top of the Reference Questionnaire (6.4) provides instruction for the respondent to mail back a physical copy. We understand we are not to change any of the State's requested forms however is it permissible to remove these instructions and/or replace if our respondents would be emailing their responses instead of sending hardcopies?</p>	<p>The State has updated the language. See Amendment item #4 below.</p>
	7.	<p>Please confirm the contract effective date will be changed to 3/1/21 as stated in the Pre-bidders meeting. If so, will the contract period increase from 84 months to 88 months?</p>	<p>The State has updated the language. See Amendment item #5 below.</p>
	8.	<p>Regarding Attachment C, SLA Scorecard, please confirm if there should be a number 12 item. Our current document shows item 11 and then item 13.</p>	<p>The State has updated the numbering.</p>
A.A.1.9	9.	<p>Medical underwriting is included in the list of administrative services that the Contractor will provide. Would you please provide the average annual volume of late entrant applications?</p>	<p>The State thinks you meant to reference A.9</p> <p>2017 = 346</p> <p>2018 = 329</p> <p>2019 = 299</p> <p>2020 (thru 3rd qtr) = 160</p>
	10.	<p>Who is the current Decision Support System vendor?</p>	<p>The current contractor is IBM Watson.</p>
C.3.e	11.	<p>Subrogation: Please confirm who will be responsible for paying legal expenses. Please confirm the contract language and requirements are changing to the wording, as stated in C.3.e.</p>	<p>Section C.3.d., not C.3.e., of the contract is in reference to "Subrogation". The contractor is responsible for paying legal expenses for subrogation activities. The contract language and requirements as stated in C.3.d. are correct.</p>
A.2.o	12.	<p>A.2.o – First Call Resolution: A Member or other caller's question(s) is answered during their first call...</p> <p>Please confirm methods used for resolution of FCR. Is the following acceptable?</p>	<p>The listed methods are acceptable.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>First Call Resolution of 85% as measured by one or more of the following methods:</p> <ul style="list-style-type: none"> • A member post-call phone or web survey; • An end of call script where the customer service representative asks if the member's issue has been resolved; • A voice menu allowing the member to indicate if this is the first call they've made to resolve their inquiry or problem; or • Another method prior approved by the state. 	
E.8.d(2).i	13.	<p>Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: one (1) hour.</p> <p>Would the State be agreeable to an RPO of 24 hours in lieu of one hour?</p>	The State does not agree.
A.15	14.	<p>Regulatory Requirements</p> <p>a. The Contractor shall immediately notify the State of any pending disciplinary action initiated by the State of Tennessee Department of Commerce and Insurance or other state or federal agency that may materially impact its ability to perform under this Contract.</p> <p>b. The Contractor shall perform, if applicable, the administration of tax calculations, payments, and filing of appropriate federal and/or state tax forms.</p> <p>Please confirm: Does the modifier "materially impact" mean it's within Contractor's discretion to determine if an action triggers this obligation?</p>	Yes, it is the responsibility of the Contractor to determine if any pending action materially impacts its ability to perform under this Contract.
A.17	15.	<p>Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.</p> <p>Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.</p>	How the State calculates the cost of services would be dependent on the nature of the failure to provide services. If the Contractor has a system failure and cannot adjudicate claims for a full month, the State would be able to recover the administrative fees for that month (or any subsequent months). If the Contractor has a system failure and cannot adjudicate claims for only a partial month, the State would calculate a daily rate (total monthly admin fee paid/total # of working days in month) and multiply by the days that the Contractor was out of service.

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		<p>Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.</p> <p>If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.</p> <p>Please confirm: How will the fees be calculated if this should happen (see yellow highlighted clause).</p>	
C.3.c.2	16.	<p>The State reserves the right to review documentation either before or after the transfer of funding for Claims payments and, as the State may deem appropriate, to adjust the funding amount to be transferred or withhold the amount of any overpaid funding from another funding transfer.</p> <p>Contractor would prefer clarifying language that states cause is required to adjust funding requests.</p>	The State maintains the language as written in the contract.
D.2	17.	<p>Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be In Writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided In Writing by a Party.</p> <p>The Contractor:</p> <p>Contractor Contact Name & Title Contractor Name Address Email Address Telephone # Number FAX # Number</p> <p>Please confirm: Is it acceptable to include in the notice provision a requirement that a copy – not</p>	Once the contract has been awarded, the State will work with the new Contractor on what contact information they would like listed in the contract. A copy to the Contractor's general counsel's office is acceptable.

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	constituting notice – is provided to the Contractor’s General Counsel?	
D.6	<p>18. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract (“Breach Condition”), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.</p> <p>Please Confirm: May we suggest language be added to include a cure period.</p>	The State has updated the language. See Amendment item #7 below.
D.24	<p>19. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease</p>	No, the State is not willing to list pandemics as part of this term.

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		<p>payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) State of Tennessee RFP # 31786-00156 Page 6 of 9 [redacted] immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.</p> <p>Please Confirm: May we recommend addition of pandemics and similar public health emergencies language to the listed examples.</p>	<p>The State is not willing to accept the language by the Contractor under subsection b.</p>
E.4	20.	<p>Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.</p> <p>Please Confirm: Is it acceptable if the Contractor is required to disclose certain information for accreditation purposes?</p>	<p>Yes, this prohibition does not include accreditation purposes.</p>
E.7	21.	<p>Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent</p>	<p>The State does not agree.</p> <p>The 24-hour requirement for notification of an incident is a preliminary report. The State understands that an investigation and a final report will take time. We do not expect the Contractor to have all the information. The initial report allows the State to start monitoring the investigation process and to hold the Contractor accountable for additional improper disclosures.</p>

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	<p>unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.</p> <p>The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.</p> <p>Please Confirm: Is the State agreeable to revise the timeline to 72 hours. Sometimes it is difficult to obtain enough information to know what to report. We can commit to ongoing updates as additional detail become available.</p>	
Attachment A	22. Attachment A Item 7: Privacy and Security of Protected Health Information Impacting 1 to 499 Members	The State assumes that the question is regarding Attachment B instead of A.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>Item 8: Privacy and Security of Protected Health Information Impacting 500+ Members</p> <p>Please Confirm: Intent to pay is only if member notification is required.</p>	<p>Attachment B, items 7 and 8 are the liquidated damages (LDs) associated with a HIPAA breach event. The LDs require that all Members who are impacted by a breach shall be notified. If it is more than 500 impacted individuals, there are additional reporting requirements. If the Contractor provides a risk assessment demonstrating a low probability that the protected health information has been compromised by the impermissible use or disclosure, then notification is not required. The State makes the final determination about notification due to low risk/low probability of impermissible use.</p>
E.8.a.3	23.	<p>E.8.a.3 Contractor Hosted Services Confidential Data, Audit, and Other Requirements</p> <p>a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:</p> <ol style="list-style-type: none"> 3. The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment. 	<p>The State has modified the language. See Amendment item #8 below.</p>

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	Please Confirm: The Contractor shall commission a security risk assessment annually and share those results. Would this meet the above requirement in lieu of allowing the State direct ability to perform Penetration Tests and Vulnerability Assessments.	
E.8.e	<p>24. The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) 2 Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide the State with the Contractor’s and Subcontractor’s annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor and in addition to periodic bridge reports as requested by the State, see #10 Contract Attachment D. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.</p> <p>Is the State agreeable to revise the yellow highlighted sentence? The Contractor will share the audit control objectives with the State but would not have the ability to approve the Contractor’s SOC audit control objectives. The SOC2 is already prescriptive in nature, with predefined criteria that must be met and should cover any objectives that the State would want to consider</p>	The State does not agree to change the SOC audit control objective language. Each of the five audit control objectives are important to hosting and maintaining our member’s PHI. Accordingly, the State has modified the language. See Amendment #9 below.

3. Delete RFP section 3.2.2 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified in one of the two formats below.

4. Delete reference questionnaire heading in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The “reference subject” specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);

sign and date the completed questionnaire; and follow either process outlined below:

Physical

- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

E-Mail

- email the completed Questionnaire to the Solicitation Coordinator, Heather Pease, at heather.pease@tn.gov.
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5. Delete pro forma contract section B. Term of Contract in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

B. TERM OF CONTRACT:

This Contract shall be effective on **March 1, 2021** (“Effective Date”) and extend for a period of **eighty-seven (87)** months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

The Term shall include eighteen (18) months (January 1, 2027-June 30, 2028) for a runout period to adjudicate claims with expenses incurred during the benefit period (January 1, 2022 through December 31, 2026).

6. Delete pro forma contract section C.12 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

C.12. Unclaimed Property. The Contractor is holder as defined by Tenn. Code Ann. § 66-29-102 for purposes of unclaimed property arising from the performance of this Contract. The Contractor shall comply with all applicable escheat state laws and regulations including but not limited to **the Uniform Unclaimed Property Act, Tenn. Code Ann. § 66-29-101 et. seq.** The Contractor shall be responsible for compiling reports which meet National Association of Unclaimed Property Administrators (NAUPA) specifications and filing any required reports with the State through the ReportItTN.gov online portal.

- 1) The Contractor shall provide notice In Writing to Benefits Administration when a report has been filed through the ReportItTN.gov online portal.
- 2) Upon request In Writing by the State, the Contractor shall provide copies of all escheat reports and supporting documentation to Benefits Administration.

7. Delete pro forma contract section D.6 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

D.6. Termination for Cause. **If the Contractor fails to properly perform its obligations under this Contract, or if the Contractor materially violates any terms of this Contract (“Breach Condition”), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor and the State may seek other remedies allowed at law or in equity for breach of this Contract.**

8. Delete pro forma contract section E.8.a.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

(3) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment or the Contractor shall commission an independent third party to perform the risk assessment which must include penetration testing and vulnerability assessments. The Contractor shall provide the results of the third party testing to the State.

9. Delete pro forma contract section E.8.e. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") 2 Type II audit. The SOC audit control objectives shall include all five trust-services principles. The State shall approve the SOC audit control objectives. The Contractor shall provide the State with the Contractor's and Subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor and in addition to periodic bridge reports as requested by the State, see #10 Contract Attachment D. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.

10. Delete Contract Attachment E, 7.1 Term in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

10.1 Term. The Term of this Agreement shall be effective as of March 1, 2021 and shall terminate on December 31, 2032 as referenced in Contract Sections A.12.b and D.11 or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

11. Delete Contract Attachment E, 7.3 Effect of Termination in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

7.3 Effect of Termination.

7.3.1 Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
 2. Return to covered entity [or, if agreed to by covered entity, destroy and provide a Certificate of Destruction] the remaining protected health information that the business associate still maintains in any form;
 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
 4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at [Insert section number related to paragraphs under "Permitted Uses and Disclosures By Business Associate"] which applied prior to termination; and
 5. Return to covered entity [or, if agreed to by covered entity, destroy and provide Certificate of Destruction] the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
12. **Delete RFP #31786-00156 in its entirety, and replace with RFP #31786-00156, Release #2.** Revisions of the original RFP document are emphasized within the new release. Any sentence or paragraph containing revised or new text is highlighted.
13. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.