

## AGREEMENT FOR SERVICES #804-PHD1108

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**THIS AGREEMENT** made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Health Net of California, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 11971 Foundation Place, Rancho Cordova, Ca 95670, and whose Agent for Service of Process is *C T Corporation System, 818 West Seventh Street, Los Angeles, CA 90017*, (hereinafter referred to as "Health Net");

### WITNESSETH

**WHEREAS**, the Health Net mission is to help people be healthy, secure and comfortable; and

**WHEREAS**, one of the goals of the El Dorado County Health Services Department – Public Health Division is to increase access to dental services for children and adolescents in the unincorporated rural areas of El Dorado County; and

**WHEREAS**, Health Net has obtained a grant through Managed Risk Medical Insurance Board (MRMIB) for the Rural Health Demonstration Project (RHDP), the purpose of which is to implement a comprehensive plan to provide children and adolescents with improved access to dental services; and

**WHEREAS**, Health Net has determined that it is necessary to obtain a contractor for the purposes of implementing said project; and

**WHEREAS**, County has represented to Health Net that it is specially trained, experienced, expert and competent to perform the special services required hereunder and Health Net has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws;

**NOW, THEREFORE**, County and Health Net mutually agree as follows:

**Article I. Scope of Services**

Section 1.01 The purpose of the RHPD Geographic Access Strategy project is to fund collaborative health care networks participating in the Healthy Families Program to alleviate unique access problems to health, dental and vision care for Healthy Families Program (HFP) members living in rural communities. The RHDP is designed to meet two goals: (1) To increase access to health care for HFP-enrolled children, and (2) to provide short-term funding for projects that have the potential to be self-sustaining in the future.

**(a) Responsibilities of County:**

- (i) Increase access to dental services for children and adolescents in the unincorporated rural areas of El Dorado County by performing the following tasks:
  - 1) *Create an oral health program that includes health promotion, education, screening and treatment as follows:*
    - a) Provide a Program Assistant/Health Education Coordinator to enroll approximately 400 new children into Healthy Families with face-to-face oral health education that emphasizes how to be a good consumer of oral health care.
    - b) Coordinate oral assessments on school campuses. Health Education Coordinator will:
      - i) Identify school districts to target and work with administrators to schedule assessment events;
      - ii) Identify school nurses to select up to 300 children in need of oral health care and obtain parental permission to provide services;
      - iii) Secure school locations, dates and times;
      - iv) Schedule local volunteer dentists and hygienists to provide oral exams; Assist with coordination of varnishing services for 200-300 children determined as having healthy teeth and gums; and
      - v) Refer children identified in need of follow-up to a dentist for treatment.
  - 2) *Facilitate linkages to dental homes, provide tracking and follow-up for children who frequently miss appointments and provide resource referrals for families eligible for services.*
    - a) Children who do not have immediate dental treatment needs will be given resources by the Program Assistant/Health Education Coordinator regarding how to access a “dental home” for ongoing and preventive oral health care.

- b) Children who miss appointments and/or do not follow through with dental treatment plans will be contacted by the Program Assistant/Health Education Coordinator to aid families with reducing their personal barriers to accessing care.
- (ii) A child identified with health needs other than dental will be referred to providers that accept the child's health insurance plan.
- (iii) Provide, to the satisfaction of Health Net:
- 1) *The services described in this Agreement*
  - 2) *Quarterly project performance reports according to the schedule below (see Attachment B, Quarterly Activity Report)*
- (iv) Establish any necessary policies and procedures for the provision of services under this grant.
- (v) Provide families without health insurance information about the Healthy Families, Medi-Cal and any available Healthy Kids programs, including how to enroll their children and/or the phone number of certified application assistors (CAAs).
- (vi) Provide proper attribution to the RHDP and Health Net (e.g., use of MRMIB-approved statement on all forms/materials and other items paid for with RHDP grant program funds) and as it relates to any public awareness of the activities funded with this grant.
- (vii) Work closely with the assigned grant manager to monitor progress and assure project milestones are achieved.
- 1) *Submit six quarterly progress reports to the Health Net grant manager on the Quarterly Activity Report form (see Exhibit B attached hereto and made by reference a part hereof).*
  - 2) *Quarterly progress reports shall be due to the grant manager by email by noon on the dates below:*

<b>Quarter</b>	<b>Activities performed during:</b>	<b>Report Due:</b>
1	1/1/09 to 3/30/09	5/14/09
2	4/1/09 to 6/30/09	8/14/09
3	7/1/09 to 9/30/09	11/14/09
4	10/1/09 to 12/31/09	2/14/10
5	1/1/10 to 3/30/10	5/14/10
6	4/1/10 to 6/30/10	8/14/10

- 3) *Submit an invoice with the amounts expended for each line item of the budget (see Article III - Compensation, below) with each quarterly report.*

**(b) Responsibilities of Health Net:**

- (i) Develop an Agreement with County.
- (ii) Communicate updates and/or plan changes with County program administration staff in a timely manner.
- (iii) Conduct an on-site orientation meeting with County.
- (iv) Conduct at least one site visit (or contact) each quarter.
- (v) Provide feedback to County on Quarterly Activity Reports.
- (vi) Provide an end-of-year summary report for the Health Net Executive Committee.

**Article II. Term**

This Agreement shall become effective upon final execution by both parties hereto and shall expire June 30, 2010, unless earlier terminated by either party per the stipulations of Article V herein.

**Article III. Compensation for Services**

For services provided herein, Health Net agrees to pay County quarterly in arrears and within thirty (30) days following Health Net's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with the budget described in Exhibit A, attached hereto and made by reference a part hereof.

Invoices shall be prepared by County and submitted to Health Net on the applicable Itemized Expenditure Statement provided by MRMIB, Exhibits C-1 and C-2, attached hereto and made by reference a part hereof. Each invoice shall be accompanied by financial documentation supporting the invoice. Financial documentation may include:

1. Justification and description of the services provided including the number of hours, hourly wage, name and title of person providing the service, and the date the service was provided.
2. Identification and justification of all direct program costs including applicable receipts. If allowable travel reimbursement is claimed, identify the date and time of travel, destination, employee name, reason travel was necessary, mileage, vehicle license and receipts for lodging, meals, etc. Travel shall be reimbursed in accordance with the rates established by the California Department of Personnel Administration.
3. Identification and justification of employee fringe benefits as identified in Exhibit A.

- Only fringe benefits that are not excessive in relation to market value shall be allowed.
4. Receipts for all reimbursable supplies and equipment. Each receipt must be legible and include a description of the item and justification for the purchase.

Funding is subject to all limitations contained in the Healthy Families Program RHDP FY 2007-08 and FY 2008-09 Proposal Solicitation, a copy of which is attached hereto as Exhibit E for reference only.

Each invoice shall represent the proportionate value of the services, supplies and equipment actually provided as described in the invoice compared with the total budget for the applicable project proposal as approved by the State.

Health Net shall maintain all the financial documentation for no less than four (4) years after the end of the project. The State shall have access to the financial documentation for the project at any time upon request.

Total amount of this Agreement shall not exceed \$92,911.00 for the term of this agreement.

Health Net will not provide funds to sustain the project past June 30, 2010, and/or in excess of the not-to-exceed amount.

#### **Article IV. Changes to Agreement**

This Agreement, including adjustment to budget line items, may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **Article V. HIPAA**

As a condition of County performing services for the Health Net, Inc., both parties shall execute that Business Associate Agreement which is attached hereto as Exhibit D, which is incorporated herein for all intents and purposes.

#### **Article VI. Default, Termination, and Cancellation**

Section 6.01 Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice.

Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement

unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, Health Net reserves the right to take over and complete the work by contract or by any other means.

**Section 6.02 Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Health Net.

**Section 6.03 Ceasing Performance:** County may terminate this Agreement in the event Health Net ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

**Section 6.04 Termination or Cancellation without Cause:** Either party may terminate this Agreement in whole or in part upon seven (7) calendar days written notice without cause. If such prior termination is effected, Health Net will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to County, and for such other services, which Health Net may agree to in writing as necessary for contract resolution. In no event, however, shall Health Net be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, County shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

**Article VII. Notice to Parties:**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, with postage prepaid. Notices to County shall be addressed as follows:

**COUNTY OF EL DORADO  
HEALTH SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION  
931 SPRING STREET  
PLACERVILLE, CA 95667  
ATTN: NEDA WEST, DIRECTOR**

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

**HEALTH NET OF CALIFORNIA, INC.  
11971 FOUNDATION PLACE  
RANCHO CORDOVA, CA 95670  
ATTN: ELLEN BROWN, SR. PUBLIC HEALTH ADMINISTRATOR**

or to such other location as the Contractor directs.

**Article VIII. Independent Liability**

County is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. County exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

County shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees during the course and scope of their employment while performing services under this Agreement. Health Net shall have no right of control over the manner in which the work is to be done and shall therefore, not be charged with responsibility of preventing risk to County or its employees.

**Article IX. Indemnity**

County shall indemnify, defend and hold harmless Health Net, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, to the extent caused by any negligent or willful act or omission of County, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

Health Net shall indemnify, defend and hold harmless County, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorneys fees, arising out of or resulting from the performance of this Agreement, to the extent caused by any negligent or willful act or omission of Health Net, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

**Article X. Insurance**

County is self-insured. Health Net acknowledges and accepts County's insurance status.

**Article XI. Conflict of Interest**

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".





IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_  
Ron Briggs, Chairman  
Board of Supervisors  
"County"

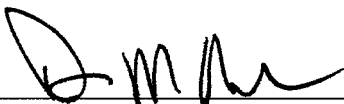
Date: \_\_\_\_\_

**ATTEST:**  
*Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors*

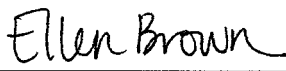
By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

-- CONTRACTOR --

By:  \_\_\_\_\_  
Dave Meadows  
Vice President, State Health Programs  
Health Net of California, Inc.

Dated: 3/10/09

By:  \_\_\_\_\_  
Ellen Brown  
Sr. Public Health Administrator, State Health Programs  
Health Net of California Inc.

Dated: March 10, 2009

By: \_\_\_\_\_  
Corporate Secretary

Dated: \_\_\_\_\_

Exhibit A  
804-PHD1108

**IV. Project Budget:**

**Ending 06/30/09 (FY 2008-09) 6 months**

<b>Personnel Salaries:</b>	
Health Education Coord. (.9 FTE)	26,883.00
	<u>\$26,883.00</u>
<b>Benefits:</b>	
Health %: 10%	\$2,675.20
Unemployment %: 2.75%	735.68
Retirement %: 12.25%	3,277.12
	<u>\$6,688.00</u>
<b>Supplies and Collateral Materials:</b>	
<u>Dental varnish, health education materials</u>	\$2,000.00
Total for period	<u>\$35,571.00</u>

**7/1/09 - 6/30/10 (FY 2009-10) 12 months**

<b>Personnel Salaries:</b>	
Health Education Coord. (.70 FTE)	43,472.00
	<u>\$43,472.00</u>
<b>Benefits:</b>	
Health %: 10%	\$4,347.20
Unemployment %: 2.75%	1,195.48
Retirement %: 12.25%	5,325.32
	<u>\$10,868.00</u>
<b>Supplies and Collateral Materials:</b>	
<u>Dental varnish, health education materials</u>	\$3,000.00
Total for period	<u>\$57,340.00</u>
<b>TOTAL BUDGET REQUEST</b>	<b><u>\$92,911.00</u></b>

EXHIBIT B  
QUARTERLY ACTIVITY REPORT

REPORT PERIOD: _____	HEALTH/DENTAL PLAN: _____	PROJECT #: _____
FACILITY NAME: _____	ADDRESS: _____	
CONTACT PERSON: _____	PHONE #: _____	EMAIL: _____

1. SUMMARIZE PROJECT DESCRIPTION AND GOALS:

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2. ARE PROJECT OBJECTIVES BEING MET? EXPLAIN:

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3. IF APPLICABLE, HAVE PROJECT STAFF BEEN HIRED? IF YES, INDICATE START DATE: \_\_\_/\_\_\_/\_\_\_ IF NO, EXPLAIN:

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4. ISSUES/CONCERNS AND PROPOSED SOLUTIONS:

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5. NUMBER OF SERVICES PROVIDED FOR THE FOLLOWING:

I). DENTAL SERVICES: Screening/Hygiene Instruction: \_\_\_ Fluoride: \_\_\_ Varnish: \_\_\_ Sealants: \_\_\_ Filings: \_\_\_  
Extractions: \_\_\_ Root Canals: \_\_\_ Other: \_\_\_

II). MEDICAL SERVICES: Well Baby Check: \_\_\_ Vaccinations: \_\_\_ Periodic Exam: \_\_\_ Other: \_\_\_

A). MENTAL HEALTH SERVICES: \_\_\_ B). NUTRITION EDUCATION/OBESITY PREVENTION SERVICES: \_\_\_

C). CHRONIC DISEASE EDUCATION & SERVICES (asthma, etc.): \_\_\_ D). SPECIALTY SERVICES: \_\_\_ E). OTHER: \_\_\_

III). TYPE OF INSURANCE: HFP: \_\_\_ Medi-Cal: \_\_\_ None: \_\_\_ Other: \_\_\_

IV). CHILDREN SERVED THIS QUARTER: \_\_\_

V). TOTAL CHILDREN SERVED SINCE START OF PROJECT: \_\_\_ VI). ENCOUNTERS FOR THIS QUARTER: \_\_\_

VII). TOTAL ENCOUNTERS SINCE START OF PROJECT: \_\_\_

VI. NAME & TITLE OF PREPARER: \_\_\_\_\_ DATE: \_\_\_\_\_

**HEALTHY FAMILIES PROGRAM - RURAL HEALTH DEMO PROJECT**  
 Itemized Expenditure Statement  
 EXHIBIT C-2

Contractor Name: El Dorado County  
 Project Name:  
 Agreement Number: 804-PHD1108  
 Agreement Period: 11/1/08 - 6/30/10  
 Reporting Period/Inclusive Months:  
 Assigned Program Manager:

**PERSONNEL**

Employee Name	Title	Hrs. Worked	Hourly Wage Rate	Amount Claimed
				0
				0
				0
				0
				0
<b>Subtotal Personnel:</b>				<b>\$0.00</b>

**BENEFITS**

Description of Benefit	Benefit Period	Benefit %	Amount Claimed
<b>Subtotal Benefits</b>			<b>\$0.00</b>

**TRAVEL**

Employee Name	Reason for Travel	Vehicle Lic.	Total Amt. for Mileage	Total Receipts for Lodging & Meals	Amount Claimed
<b>Subtotal Travel</b>					<b>\$0.00</b>

**HEALTHY FAMILIES PROGRAM - RURAL HEALTH DEMO PROJECT**  
Itemized Expenditure Statement  
EXHIBIT C-2

**DIRECT COSTS**

Description	Date Purchased	Quantity	Item Price	Amount Claimed
				0
				0
				0
				0
				0
<b>Subtotal Direct Costs</b>				<b>\$0.00</b>

**SUBTOTAL OF PROJECT COSTS** **\$0.00**

ADMIN. COSTS:	Period	% Billed	Subtotal Project Costs	Amount Claimed
<b>TOTAL PROJECT COSTS</b>			0	<b>\$0.00</b>

\* NOTE: Administrative costs cannot exceed 10% of the total RHDP project budget.

Name of Plan Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_

Signature: Plan Authorized Representative \_\_\_\_\_ DATE \_\_\_\_\_

Name of Project Director \_\_\_\_\_

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State of California-Managed Risk Medical Insurance Board

Healthy Families Program Rural Health Demonstration Project Grant Report and Invoice

MRF-15 (03/04) (Contract Period 07/05-06/08)

(This form is confidential in accordance with Government Code Section 6254)

Contract Number		Report Month	Billing Month	Invoice Number		Invoice Date	
Organization Name						Fax Number	
Contact Person			E-Mail Address			Phone Number	
Grant Number	Grant Recipient (Provider or Clinic Name)	Budget Line Item	Approved Budget Amount	Payment Amount/Current Expenses	Year to Date Paid	Project Balance	Percent Project Balance Available
		Personnel				0.00	#DIV/0!
		Benefits				0.00	#DIV/0!
		Direct Costs				0.00	#DIV/0!
		Admin Costs				0.00	#DIV/0!

**GRAND TOTAL**

\_\_\_\_\_ Date  
 Plan Authorized Signature (Title)

<b>FOR STATE USE ONLY</b>		<b>Allocation</b>		<b>Mail Remittance to:</b>	
CONTROLLER PAY THIS AMOUNT	\$	Amount	PCA	INDEX	
REVIEWED/BENEFITS	Date				
REVIEWED/FINANCIAL OPERATIONS	Date				
REVIEWED/FINANCIAL OPERATIONS	Date				
APPROVED/FINANCIAL OPERATIONS	Date				

## EXHIBIT "D"

### HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

#### RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("E PHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or E PHI be in compliance with the Privacy and Security Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
  - A. Contractor shall be permitted to use PHI disclosed to it by the County:
    - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
    - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
    - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    - (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI as

necessary for Contractor's operations only if:

- (a) The disclosure is Required by Law; or
- (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
  - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
  - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
- (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
- (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.

3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:
- A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
  - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
  - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
  - D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
  - E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
  - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
  - G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the



electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.

- H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or “pings”.
- I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
- J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).

4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:

- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
- B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
- C. To assist the County in meeting its disclosure accounting under HIPAA:
  - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
  - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
  - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County’s request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor’s internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor’s compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor’s possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it make it's best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the Contractor, the County shall either:
  - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the Contractor does not cure the breach or end the violation within the time specified by the County.
  - (2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
  - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor. Contractor shall retain no copies of the PHI.
  - (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction

infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

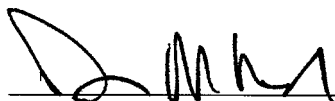
In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues

included within this Business Associate Agreement.

- 8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- 9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- 10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- 11. Conflicts - any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

Dated: 3/10/09

Dated: \_\_\_\_\_

Signed:   
 Dave Meadows  
 Vice President  
 Health Net, Inc.

Signed: \_\_\_\_\_  
 Ron Briggs, Chairman  
 El Dorado County  
 Board of Supervisors

**The California Managed Risk Medical Insurance Board**

1000 G Street, Suite 450  
Sacramento, CA 95814  
(916) 324-4695 FAX: (916) 327-9661

**Board Members**

Clifford Allenby, Chair  
Areta Crowell, Ph.D.  
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Sophia Chang, M.D., MPH

**Ex Officio Members**

Jack Campana  
Kimberly Belshé  
Dale E. Bonner

**Healthy Families Program  
Rural Health Demonstration Projects  
FY 2007-08 and FY 2008-09 Proposal Solicitation**

This notice provides important information regarding the Managed Risk Medical Insurance Board's (MRMIB) intention to address unique access problems in rural areas and for special populations in the Healthy Families Program (HFP). **Entities eligible to respond to this solicitation are those health, dental, and vision plans that provide services to HFP subscribers for the period of July 1, 2005 through June 30, 2008.**

The Rural Health Demonstration Project (RHDP) solicitation is seeking proposals for two fiscal years, November 1, 2007 through June 30, 2008 and July 1, 2008 through June 30, 2009. Projects will be funded for the two fiscal years. The second year funding will be contingent on the plans' continuing participation in the Healthy Families Program in the 2008/2009 contract year.

This packet contains the necessary information to submit a proposal to participate in the RHDP for the November 1, 2007 through June 30, 2008 contract period and is being made available to all health, dental and vision plans currently participating in the HFP. Plans interested in participating in the RHDP should contact Renee Mota-Jackson, Demonstration Projects and Appeals Processing Unit Manager, at (916) 445-1906 to discuss their interests.

**A bidder's conference on this solicitation was held on Thursday, May 31, 2007, from 1:00 to 3:00 p.m., at the MRMIB office, fourth floor, back conference room, 1000 G St., Sacramento, California, 95814.** MRMIB staff reviewed the RHDP Contract Exhibit and Solicitation Package and answered questions from participating plans during the bidder's conference. Information on prior projects funded under the RHDP is available on the MRMIB website, [www.mrmib.ca.gov](http://www.mrmib.ca.gov).  
<http://www.mrmib.ca.gov/MRMIB/Fact%20Book2007%204th%20Draft%2004-11-07.pdf>

**The final submission date for proposals is July 18, 2007. Proposals must be submitted as follows:**

1. All proposals must contain the required proposal content as described on pages 5-9. Proposals must also include Attachment I and any plan proposed changes to Attachment III, if applicable.
2. An electronic(e-file) copy of the proposal must be sent to [BQMmail@mrmib.ca.gov](mailto:BQMmail@mrmib.ca.gov), and received by MRMIB no later than 5:00 p.m., Wednesday, July 18, 2007, and
3. A signed original copy must be mailed and postmarked by July 18, 2007. The signed original copy should be mailed to:

Managed Risk Medical Insurance Board  
c/o Alba Quiroz-Garcia  
1000 G St., Suite 450  
Sacramento, CA 95814

**Late submissions will not be accepted.**

Note: All RHDP proposal documents received by MRMIB are public information and may be made available for public review.

**A. Background**

The HFP is a state and federally funded health, dental and vision coverage program for children in families whose incomes are above the income limit for no-cost Medi-Cal and are at or below 250% of the federal poverty level. The program began coverage for children on July 1, 1998. The MRMIB administers the HFP.

The California Insurance Code, Section 12693.91, authorizes the Rural Health Demonstration Projects (RHDPs). Since their inception in FY 1998-99, the RHDPs have increased access to health, dental, and vision care through the implementation of two strategies: (1) Geographic Access Strategy and (2) Special Populations Strategy. Each strategy is described below.

**Geographic Access Strategy**

The Geographic Access Strategy funds projects that address the lack of adequate health care services in rural and frontier communities. Plans submitting proposals under the Geographic Access Strategy must propose projects addressing access issues within the boundaries of Rural Medical Service Study Areas (MSSAs). Under this strategy, MRMIB provides funding to participating HFP plans to develop services in isolated rural areas where such services are severely limited or do not exist. A rural MSSA is designated by the state as an area with:

- A population density of less than 250 persons per square mile, and
- No incorporated community with a population greater than 50,000 within the area.

The Rural Health website, [www.ruralhealth.ca.gov](http://www.ruralhealth.ca.gov), provides an overview of rural areas of California to assist plans in identifying rural MSSAs. Information about rural MSSAs can also be obtained by calling Renee Mota-Jackson Demonstration Projects and Appeals Processing Unit Manager at (916) 445-1906.

### **Special Populations Strategy**

The Special Populations Strategy funds projects in communities with underserved populations of:

- Migrant or seasonal farm workers;
- Fishing and forestry workers; and
- American Indians.

Under this strategy, MRMIB provides funding to HFP participating plans to expand services to one or more of the designated special populations.

Special populations are defined in the HFP regulations [Title 10, CCR Section 2699.6500 (kk)]. Proposals for special populations projects are not limited to rural areas of the State, but can be developed in any area where there is a need to address unique access problems of the special populations.

### **B. Funding for Geographic Access and Special Populations**

The MRMIB will make available an estimated \$5,800,000 for Fiscal Years (FYs) 2007-08 and 2008-09 MRMIB will provide funding in arrear payments for specified services and/or deliverables.

**MRMIB encourages proposals in which plans work collaboratively with providers who have historically provided health care services to the special populations or to subscribers in rural geographic areas. MRMIB believes the knowledge and experience of these providers may help plans identify the most effective strategies to address the unique access problems of special populations or subscribers residing in rural geographic areas.**

## RHDP Projects

### Current and past projects

The following are examples of projects that have been funded under the RHDP:

- Extended provider hours
- Mobile dental and health vans
- Medical personnel
- Mental health and substance abuse prevention services
- Telemedicine
- Asthma intervention
- Nutrition and obesity prevention services.

### Projects for FY 2007-08 and FY 2008-09 solicitations

MRMIB is requesting creative proposals under either the Geographic Access or Special Populations strategies, or both. MRMIB is asking that plans consider the following types of projects for this solicitation:

- a) Increase hours of clinic operations (e.g., evenings and weekends).
- b) Increase the number of providers available to subscribers at remote facilities (e.g., mental health clinicians, family practitioners, pediatricians, nurses, dentists, pedodontists, dental hygienists, dental assistants, ophthalmologists, optometrists).
- c) Mental health and/or substance abuse services, including , but not limited to:
  - Mental health prevention and early intervention programs, such as selected questions and guidance at each visit, education and support groups, counseling, and individual and small group therapeutic relationship intervention;
  - Child and child/family mental health programs; and
  - Universal comprehensive screening of HFP children using standardized tools.
- d) Health education in the areas of oral health care, diabetes and obesity, including nutrition and preventive counseling programs.
- e) Community-based preventive care and health promotion programs, such as:
  - Education on constructive parenting.
  - Health and development guidance delivered through in-home visitation programs for infants, toddlers and school age children.
- f) Adolescent health services with a special emphasis on:
  - Encouraging adolescents to participate in well child visits and obtain appropriate vaccinations.
  - Mental health services; and



- Safe behavior education/counseling.
- g) Services provided through a mobile health and/or dental van covering rural areas in multiple cities/counties (e.g., vaccinations, general and specialized medical and mental health services, and preventive/restorative oral health services). Note: MRMIB will not fund the purchase of a mobile van.
- h) Telemedicine
- i) Use of “Promotores de Salud” ( community health workers) to provide public health education in areas such as oral health, obesity prevention, high blood pressure control, prevention and reduction of cancer, asthma, childhood lead poisoning and other public health issues prevalent in the state.
- j) Ambulatory surgery centers with special emphasis on providing general anesthesia for pediatric dental procedures.
- k) Use of hygienists, dental assistants and other qualified medical providers to offer preventive dental services (e.g., screening, fluoride varnish and sealant application) and oral health education to children and their families in both traditional and non-traditional dental environments (e.g., schools, head start programs, and pediatrician/medical offices).

### **C. Proposal Content**

**Each Proposal must include the following:**

#### **I. Cover Letter**

The cover letter should be written on the plan’s letterhead and:

- Signed by a person who has the authority to enter into contracts on behalf of the plan;
- Include the name, title, phone, and fax number of the plan’s contact person for any follow-up information required by the MRMIB;
- List of the number of proposals submitted in the Special Populations and Geographic Access strategies; and
- Total dollar amount requested for each strategy.

## **II. Body of the Proposal**

Proposals must include each of the following headings as well as any information that is requested under a heading:

**A. Participating Plan Name:**

**B. Project Number:**

**C. Project Title:**

**D. Project Strategy:**  **Special Population**  **Geographic Access**

Note: A plan may submit a proposal for both strategies

**E. Special Population or Geographic Area to be Served:**

1. Does the project cover more than one area?
2. Is the project covering urban MSSAs for special populations?

**F. Location(s) and/or Service Areas:**

1. Describe the geographic location of the project including county and city)and/or :
2. Identify the MSSAs or counties covered:

**G. Estimated number of HFP children enrolled in areas to be served (this must be a number):**

**H. Estimated number of HFP children to be served by project (this must be a number):**

**I. Estimated number of HFP encounters by project (this must be a number):**

**J. Proposed Project Provider, Clinic and/or Other Facility Information:**

1. Name and address of the clinic/project headquarters.
2. Is the provider, clinic and/or other facility currently part of the health plan's HFP network or an addition to the current network?
3. Is the provider, clinic and/or other facility currently available to the HFP population?
4. What are the specialties of the proposed project providers?
5. For Special Population Project Proposals:

- a) What is the number of individuals served by the provider, clinic and/or other facility currently from each special population?
- b) What type of services and or programs (please provide a description of each service and/or program) are currently provided by the provider, clinic and /or other facility for the special population?
- c) Does the provider, clinic and/or other facility have experience providing services to the special populations? If so, please describe the experience.
  - Please identify in bold lettering each provider, clinic and/or other facility that has experience providing services to the special populations if the proposed project has multiple providers, clinics, and/or other facilities.

Note: Plans are encouraged, but not required, to include letters of support from the providers, clinics and other facilities included in their network for the special population RHDP submission.

6. For Geographic Access Project Proposals:

- a) What are the hours of service that the proposed project will be available to HFP subscribers in the rural areas to be served by the proposed project, if applicable?
- b) Does the provider, clinic and/or other facility meet the Title 10: California Code of Regulations, Chapter 5.8, Article 4, Section 2699.6805 description of a traditional and safety net provider?
  - Please identify in bold lettering each provider, clinic and/or other facility that meets the definition of a traditional and safety net provider if the proposed project has multiple providers, clinics, and/or other facilities.
- c) Is the provider, clinic and/or other facility located in the rural MSSA that will be served by the proposal?
  - Please identify (using asterisks) each provider, clinic and/or other facility located in the rural MSSA that will be served by the proposal, if the proposed project has multiple providers, clinics, and/or other facilities.

Note: Plans are encouraged, but not required, to include letters of support from the providers, clinics and other facilities included in their network for the special population RHDP submission.

**III. Project Description:** *(Please limit the project description to no more than 1 page, for each proposed project, typed, single space, size 10 or 12 font. The project description should be concise and clear).*

**A. Special Population Project Description:**

1. Describe the barriers preventing access to health care for these special population groups.
2. Describe how the project will address the unique access needs of special populations and the extent to which the proposal is designed to reduce health disparities among children in the target populations.

**B. Geographic Access Project Description:**

1. Describe the barriers preventing access to health care in the geographic area of the proposed project.
2. Describe how the project will address unique access needs in the geographic area. The description should include, but is not limited to:
  - The types of services needed in the community.
  - How the project will make providers available where services are non-existent.

**IV. Project Budget:**

**11/01/07 – 06/30/08 (FY 07-08) 8 months**

Personnel Salaries: \$ \_\_\_\_\_

Fringe Benefits (%): \_\_\_\_\_ \$ \_\_\_\_\_

Other Direct Program Costs (list): \_\_\_\_\_ \$ \_\_\_\_\_

Supplies and Collateral Materials: \$ \_\_\_\_\_

Sub-Total: \$ \_\_\_\_\_

Plan Administration %: \_\_\_\_\_ \$ \_\_\_\_\_

*Note: Administrative costs cannot exceed 10% of the total RHDP project budget.*

**Total Budget Request** \$ \_\_\_\_\_

<b>07/01/08 – 06/30/09 (FY 08-09) 12 months</b>
---

Personnel Salaries: \$ \_\_\_\_\_

Fringe Benefits (%): \_\_\_\_\_ \$ \_\_\_\_\_

Other Direct Program Costs (list): \_\_\_\_\_ \$ \_\_\_\_\_

Supplies and Collateral Materials: \$ \_\_\_\_\_

Sub-Total: \$ \_\_\_\_\_

Plan Administration %: \_\_\_\_\_ \$ \_\_\_\_\_

*Note: Administrative costs cannot exceed 10% of the total RHDP project budget.*

**Total Budget Request** \$ \_\_\_\_\_

#### **D. Evaluation of Proposals**

Proposals will be assessed in their entirety and evaluations will be competitive. The MRMIB will select projects based on its assessment of the best overall value to the state. The MRMIB is scheduled to select plans to participate in the RHDP at the **September 2007** board meeting.

##### 1. Special Populations Access Projects

Special Populations Access Projects will be evaluated based on the following criteria:

- a) Effectiveness of the proposal in addressing the unique access needs of one or more identified special populations and the extent to which the proposal is designed to reduce health disparities among children in the target populations.
- b) The innovative or unique solutions being proposed to address the health care needs of special access populations.
- c) The plan's ability to improve access for the special population(s). Factors that will be considered include, but are not limited to, the plan's:
  - Proposed network of providers, clinics and other facilities available to the special populations;
  - Inclusion of providers who have experience serving the special population;

- Ability to overcome obstacles related to geographic boundaries; and
  - Ability to implement the proposed project on time.
- e) Demonstration of the cost effectiveness of the proposal to deliver specified benefits to special populations (price) relative to the services offered.
- f) The plan's ability to collect and report demographic and utilization data on a quarterly basis for all children assisted through the RHDP.
- g) Any other issues pertinent to the delivery of services as described in the proposal's specified project goals, objectives and timelines.
- h) Wording changes requested by a plan in the language of the Administrative Provisions (Attachment III), including:
- i. those that indicate a plan's inability or unwillingness to meet stated requirements or to accept other contractual terms and/or language; and
  - ii. proposed improvements to the terms of the Administrative Provisions.

## 2. Geographic Access Projects

Geographic Access Projects will be evaluated based on the following criteria:

- a) Effectiveness of the proposal to improve or increase access to healthcare services, and dental and mental health for subscribers in rural areas.
- b) The plan's ability to provide services to eligible children in the rural area (rural area is defined as one or more rural MSSAs).
- c) The innovative or unique solutions being proposed to address the health care needs of HFP children in rural areas.
- d) An area's need for additional services as identified by the unique access barriers, the potential number of eligible children, and the current HFP network (including traditional and safety net providers as defined by MRMIB in the program regulations) available to subscribers in a given rural area.
- e) Analysis of the services and/or providers being proposed in addition to the plan's current HFP network available to subscribers in the rural area. The analysis will include review of the plan's:
  - Proposed network of providers, clinics and other facilities;

- Inclusion of traditional and safety net providers, as described by MRMIB in the program regulations; and
  - Network available to the subscribers, and/or the number of hours services will be available for subscribers in the designated rural area.
- f) Ability to implement the proposed project on time.
- g) The plan's ability to collect and report demographic and utilization data on a quarterly basis for all children assisted through the RHDP.
- h) Any other issues pertinent to the delivery of services as described in the proposal's specified project goals, objectives and timelines.
- i) All wording changes requested by a plan in the language of the Administrative Provisions (Attachment III), including:
- i. those that indicate a plan's inability or unwillingness to meet stated requirements or to accept other contractual terms and/or language; and
  - ii. proposed improvements to the terms of the Administrative Provisions.

### **E. Plan Requirements**

Only plans currently under contract in HFP will be considered for participation in the RHDP. All plans selected for participation in the RHDP will be expected to have their projects and any collateral materials approved by their regulatory entities (if necessary) and ready for implementation no later than November 1, 2007. Entities unable to meet these timelines will not be eligible to participate.

### **F. Negotiation Process**

The HFP enabling legislation exempts MRMIB from the provisions of State law related to formal competitive bidding. MRMIB will use a competitive negotiation process to select proposals to be funded. The competitive negotiation process is not a Request for Proposal. Rather, it is a dynamic negotiation process, through which the MRMIB can evaluate the strengths and weaknesses of the proposals and make final selections. The goal of the negotiation process is to obtain a high quality service at a competitive price.

MRMIB may, at its election, accept proposals as submitted and make its selection based on those proposals. Alternatively, other information may be sought from some of the plans by way of oral presentations or additional submissions. In addition, plans may be asked to enter into negotiations with the MRMIB, and to discuss matters of concern

to the State, such as modifications requested by the plans or the State, as well as changes in task descriptions and/or price and changes in the plan's approach to key tasks. MRMIB will conduct an analytical review and evaluation of each plan's proposal consistent with the Board's selection criteria articulated above, or such other criteria that the MRMIB may choose to include as this selection process progresses. No one area of the MRMIB's selection criteria is more important than any other area. MRMIB is the sole judge of the overall value of a proposal, including proposed changes to the proposal and proposed alternative methods, for achieving desired contractual outcomes.

Any and all awards made pursuant to this solicitation will be made in accordance with the State's determination, at its sole discretion, of its best interest and that of HFP subscribers. The State reserves the right, at its sole discretion, to reject any or all proposals or other submissions for any reason and at any time. Nothing in these solicitation documents constitutes a representation by the State to the effect that any contract will be awarded to any plan.

All necessary contractual provisions will be prepared as an amendment to an existing health, dental, or vision plan's HFP contract after project selection is complete.

#### Attachments

- Attachment I: Project Listing
- Attachment II: Non-Fundable Items
- Attachment III: Administrative Provisions





**RURAL HEALTH DEMONSTRATION PROJECT  
NON-FUNDABLE ITEMS**

NOTE: \*RHDP FUNDS ARE FOR DIRECT SERVICES ONLY\*

The following items are NOT fundable:

1. Stipends.
2. Contract/subcontract proposed services to another provider/contractor.
3. Purchase or lease of Medical and/or Dental Equipment.  
Exception: non-reusable supplies are fundable.
4. Purchase or lease of office furniture, computers and computer equipment.  
Exception: equipment for telemedicine specific projects is fundable.
5. Mileage for staff from home to work.  
Exception: travel to and from the main worksite to extension sites is fundable at \$0.44/mi. or current State rate.
6. Office support staff positions, such as clerical, phone operators, and receptionists are not fundable.  
Exception: mobile van drivers are fundable.
7. Space, telephone, and postage costs.
8. Purchase or lease of vehicles such as dental/medical mobiles, transportation vans, and passenger cars.
9. Staff salaries, benefit packages, printing costs and other costs that are excessive in relation to market value.
10. Services for individuals over the age of 19.

**RURAL HEALTH DEMONSTRATION PROJECTS  
ADMINISTRATIVE PROVISIONS**

- I. The purpose of this Attachment is to add provisions for the implementation; monitoring and payment for the Healthy Families Program Rural Health Demonstration Project (s) awarded to the Contractor for the period of **November 1, 2007 through June 30, 2009.**
- II. The contractor agrees to provide services to children ages 0-19 eligible for the program through projects listed in Attachment I, Rural Health Demonstration Projects Listing.
- III. Contractor Participation in Rural Health Demonstration Project Components
  - A. The contractor is participating in the geographic access component of the Rural Health Demonstration Project to increase and improve the accessibility of services to residents of Rural Medical Services Study Areas, as defined in the program regulations, CCR, Title 10, Chapter 5.8, Article 1, through projects listed in Attachment I; and (if appropriate):
    - The Contractor is also participating in the special population component of the Rural Health Demonstration Project to increase and improve the accessibility of services to special populations, as defined in the program regulations, CCR, Title 10, Chapter 5.8, Article1, through projects listed in Attachment I.
  - B. The Contractor is participating in the special population component of the Rural Health Demonstration Project to increase and improve the accessibility of services to special populations, as defined in the program regulations, CCR, Title 10, Chapter 5.8, Article1, through projects listed in Attachment I
    - The Contractor is also participating in the geographic access component of the Rural Health Demonstration Project to increase and improve the accessibility of services to residents of Rural Medical Services Study Areas, as defined in the program regulations, CCR, Title 10, Chapter 5.8, Article 1, through projects listed in Attachment I.

## IV. Rural Health Demonstration Project

The Contractor shall participate in the Rural Health Demonstration Project for special populations and/or for improved access to rural subscribers in the program. The Contractor agrees to provide the services listed in Attachment I and as specified in each project proposal approved for funding. The Contractor shall provide these services through the network of projects listed in Attachment I. The Contractor shall inform the State of all its monitoring activities ensuring the provision of services related to the Rural Health Demonstration Projects. The Contractor understands that the State may perform on-site inspections to monitor the Contractor's compliance with the Rural Health Demonstration Project contract terms.

## V. Rural Health Demonstration Project Progress Reports

A. The Contractor shall perform onsite reviews of each project on a quarterly basis. The contractor shall submit to the State a quarterly progress report on each Rural Health Demonstration Project listed in Attachment I on forms provided by the State. The progress reports shall contain information on the progress that each project has made in accomplishing the project's goals for the preceding quarter. The reports must include, but are not limited to, the following information:

1. A comparison of actual accomplishments to the objectives established for each project for the quarter;
2. A written explanation of any delay in meeting established objectives,
3. Any additional pertinent information, including but not limited to analysis and explanation of any delays or problems in project implementation.
4. Total number of children served, with details to the number of HFP children as well as uninsured and insured children served, and type of service performed.
5. Total number of patient encounters for children ages 0-19.

B. The contractor shall submit reports electronically according to the following

schedule:

1. Reports for the quarter ending December 31, 2007 will be due on February 15, 2008.
2. Reports for the quarter ending March 30, 2008 will be due on May 15, 2008.
3. Reports for the quarter ending June 30, 2008 will be due on August 15, 2008.
4. Reports for the quarter ending September 30, 2008 will be due on November 15, 2008.
5. Reports for the quarter ending December 31, 2008 will be due on February 15, 2009.
6. Reports for the quarter ending March 30, 2009 will be due on May 15, 2009.
7. Reports for the quarter ending June 30, 2009 will be due on August 15, 2009.

VI. Rural Health Demonstration Project Payment Provisions

- A. The State agrees to pay an estimated total of \$\_\_\_ million to the Contractor for the project period of November 1, 2007 through June 30, 2008, as follows:
  1. \$\_\_\_ million for projects related to geographic access as described in Attachment I.
  2. \$\_\_\_ million for projects related to special population members as described in Attachment I
  3. The Contractor shall submit monthly statements in arrears for

services rendered until the total lump sum has been expended. The invoice shall be submitted in a format provided by the State and shall include a brief description of the services provided.

4. The carryover of any funds related to the Rural Health Demonstration Project that remain unspent by June 30, 2008 will be contingent upon satisfactory progress by the Contractor and continuation of this Agreement for the duration of the following State Fiscal Year.
- B. The State agrees to pay an estimated total of \$\_\_\_ million contingent on RHDP funding by the legislature, to the Contractor for the project period of July 1, 2008 through June 30, 2009, as follows:
1. \$\_\_\_ million for projects related to geographic access as described in Attachment I.
  2. \$\_\_\_ million for projects related to special population members as described in Attachment I.
  3. The Contractor shall submit monthly statements in arrears for services rendered until the total lump sum has been expended. The invoice shall be submitted in a format provided by the State and shall include a brief description of the services provided.
- C. The Contractor agrees that the provisions of the specific projects of the Rural Health Demonstration Project, as described in Attachment I, must be fully and satisfactorily met in order to retain funding. The Contractor agrees that if the State determines that any provision or specific project has not been fully met, or has not been fully performed to the State's satisfaction, the State may initiate one or more of the following actions:
1. Temporarily withhold payments pending correction of the identified deficiency by the Contractor or disallow activities not in compliance with the approved project provisions.
  2. Suspend or cancel all or part of the specific Rural Health Demonstration Project in question.
  3. Demand repayment from the Contractor for any payments paid to

Contractor for the specific Rural Health Demonstration Project in question. The Contractor may request that the State establish a repayment plan for the funds demanded by the State. The State reserves the right to approve or deny the Contractor's request for establishment of a repayment plan for such funds. The State also reserves the right to offset the funds demanded against other State funds owed to the Contractor under the Rural Health Demonstration Projects.

VII. Level of Services

- A. Services proposed and delivered must be equivalent to the standard of services and mirror service definitions as described in HFP regulations.