



JENNIFER KENT  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services



EDMUND G. BROWN JR.  
GOVERNOR

February 4, 2016

Dear Interested Parties:

**CALIFORNIA DENTAL MEDICAID MANAGEMENT INFORMATION SYSTEM FISCAL INTERMEDIARY SERVICES REQUEST FOR PROPOSAL 13-90270**

**ADMINISTRATIVE BULLETIN 9, ADDENDUM 4**

Administrative Bulletin 9, Addendum 4, issued by the California Department of Health Care Services (DHCS), Office of Medi-Cal Procurement (OMCP), announces release of information pertaining to Request for Proposal (RFP) #13-90270 for the California Dental Medicaid Management Information System (CD-MMIS) Fiscal Intermediary (FI) Services procurement. DHCS provides notification to interested parties of the following:

Addendum 4, enclosed, incorporates changes to the following RFP section:

- Exhibit E, Additional Provisions

These changes are being made to modify or clarify sections in the RFP. Within the text of the documents, changes are indicated as red text strikethroughs (deletions) and/or underlined blue text (additions) to denote revisions. For Americans with Disabilities Act purposes, text deletions will be preceded and ended with an asterisk (\*), while text additions will be preceded and ended with a double asterisk (\*\*). The locations of revisions will be indicated by a vertical line in the right margin of the page where applicable. Language modifications supersede prior published language. It is the responsibility of the Proposer to assure they are working from the latest version of all sections and subsections of the RFP.

In order to configure the internet version of the RFP to accurately reflect the current requirements and considerations, remove the existing page(s) and insert the appropriate replacement page(s) as shown in the chart below.

REMOVE EXISTING PAGE(S)	INSERT REPLACEMENT PAGE(S)
Exhibit E, Additional Provisions – Page 49	Exhibit E, Additional Provisions – Page 49

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Prospective Proposers can view and download the CD-MMIS FI Services RFP and other material relative to this procurement from the following internet site:  
[http://www.dhcs.ca.gov/provgovpart/rfa\\_rfp/Pages/OMCPDentalFiDNLD.aspx](http://www.dhcs.ca.gov/provgovpart/rfa_rfp/Pages/OMCPDentalFiDNLD.aspx)

If unable to obtain the RFP, Administrative Bulletins, Addenda, etc., via the internet, prospective Proposers are encouraged to contact OMCP at (916) 552-8006 or [omcprfp2@dhcs.ca.gov](mailto:omcprfp2@dhcs.ca.gov) to request disk or hard copy versions of the document(s).

Thank you for your continued interest in the CD-MMIS FI Services procurement.

Sincerely,

Original Signed by *Kevin Morrill*

Kevin Morrill, Chief  
Office of Medi-Cal Procurement  
Enclosure

**Exhibit E**

## Additional Provisions

may enter into, with or without notice to or knowledge of GUARANTOR, but GUARANTOR shall have the benefit of any such extension, forbearance, waiver, Amendment, modification, supplemental or other agreement; it being the purpose and intent of the parties hereto that the obligations of GUARANTOR hereunder shall be coextensive with, but not in the excess of, the obligations of \_\_\_\_\_, its successor or assignee, under the Contract."

- 3) "Guarantor agrees that the guaranty shall continue in full force and effect despite any change in the legal or corporate status of the subsidiary, including, but not limited to, its sale, reorganization, dissolution or bankruptcy."
- h. Be presented in terms which the Department, in its discretion, determines will, as a whole, adequately establish the Contractor's financial responsibility.

**33. Health Insurance Portability and Accountability Act (HIPAA)**

- a. While performing the requirements set forth in this Contract, the Contractor and subcontractor(s) shall be responsible for taking into account the most current requirements of HIPAA of 1996 (reference Public Law 104-191, dated August 21, 1996), as described in Exhibit H, HIPAA BAA.
- b. The Contractor must compensate fully the State the actual damages incurred by the State in the form of administrative penalties applied by Federal authorities for failure of the Contractor to implement and administer the operation of the CD-MMIS and any other Deliverables under the Contract in compliance with HIPAA and other Federal and State confidentiality law requirements. The Contractor must also compensate the State for the actual damages incurred by the State in the form of damages and other costs of litigation awarded through the courts against the State based on legal actions brought in tort for violations of confidentiality arising out of the implementation and administration by the Contractor of the CD-MMIS and any other Deliverables under the Contract. The Contractor must also compensate the State for any payments the State must make under any formal settlement agreed to by the State in settlement of legal actions brought in tort for violations of confidentiality arising out of the implementation and administration by the Contractor of the CD-MMIS and any other Deliverables under the Contract.

**34. Indemnification by Contractor**

This Additional Provision is in addition to Exhibit C, subsection 5 (Indemnification).

The Contractor shall indemnify the State for any claims and losses experienced by the Department \* ~~including the payment of claims~~ \* resulting from a court order in which the Contractor has failed to perform its contractual obligation to provide an expert witness in court as specified in this Contract.

The Contractor shall reimburse the State for any Contractor-caused penalty assessments against the State pursuant to GCC, Title 1, Division 3.6, Part 3, Chapter 4.5, Section 927 and for any Contractor-caused interest payment assessments against the State pursuant to W&I Code, Section 14171.