



DEPARTMENT OF PUBLIC HEALTH

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR

**MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR FOR
RYAN WHITE PROGRAM (RWP) ELIGIBLE PERSONS LIVING
WITH HIV (PLWH) IN LOS ANGELES COUNTY**

DPH-RFSQ-#2021-006

December 2, 2021

**Prepared By
County of Los Angeles
Department of Public Health**

1.0 INTRODUCTION

1.1 Background

Los Angeles County (LAC) is one of the nation's largest counties. It comprises 4,084 square miles, an area about 800 square miles larger than the combined states of Delaware and Rhode Island. LAC areas include the islands of San Clemente and Santa Catalina. LAC has the largest population of any county in the nation and is home to over 10 million residents, which encompasses approximately 27 percent of California's population. LAC is diverse, with more than 140 cultures and as many as 224 languages. For purposes of service planning and delivery, LAC is divided geographically into eight Service Planning Areas (SPAs) serving 44.6% Hispanic, 31.1% Caucasian, 12.3% Asian, 9.7% African American, 0.5% American Indian and Pacific Islander 0.3%. LAC is governed by the County of Los Angeles (County) Board of Supervisors.

The Department of Public Health (Public Health) is one of the largest departments within LAC. Public Health has five Area Health Offices and 14 public health centers which support its mission to protect health, along with diverse programs that prevent disease and promote health and well-being for everyone in LAC. Public Health activities protect the population from infectious diseases, food-borne illness, disasters, and preventable accidents.

Division of HIV and STD Programs

The County of Los Angeles Public Health Division of HIV and STD Programs (DHSP) works closely and collaboratively with community-based organizations, County partners, health care delivery systems, consumers of services, community planners, State and federal funders, and others as it seeks to support a network of services to control the spread of HIV and STDs, monitor HIV and STD morbidity and mortality, increase access to care for those in need, and eliminate health disparities and inequities related to HIV and STDs.

Mission

To prevent and control the spread of HIV and STDs through epidemiological surveillance; implementation of evidence-based programs; coordination of prevention, care, and treatment services; and creation of policies that promote health.

Vision

New HIV and STD infections have been eliminated, and persons with STD and HIV infections have improved health outcomes through access to high quality prevention, care, and treatment services.

The size and diversity of LAC provide a unique challenge in providing and coordinating HIV prevention and care services. Despite efforts to provide access to high quality HIV prevention and care services that are culturally sensitive, and appropriate to the needs of County residents, there are continued disparities in HIV diagnosis by population and geographic location. Rates of new HIV diagnosis are higher among men than women. Across age groups, young men aged 20-29 years and women aged 30-39 years had highest HIV diagnosis rates. Black men and women had higher rates of HIV diagnosis compared with other race/ethnicity groups. Among men the highest rates of diagnoses were seen in the Central, South, and Hollywood-Wilshire Health Districts, and the highest rates for women were seen in the Central, South, and Southeast Health Districts. For more detailed information about HIV in the County please refer to the Annual HIV Surveillance Report, 2019 available at: http://www.publichealth.lacounty.gov/dhsp/Reports/HIV/2019Annual_HIV_Surveillance_Report_08202020_Final_revised_Sept2020.pdf

As-needed Medical Subspecialty Network Administrator (MSNA) Services are integral to the national initiative, Ending the HIV Epidemic (EHE): A Plan for America, which seeks to reduce the number of new HIV infections in the United States by 75 percent by 2025 and by at least 90 percent by 2030. Federal partners guiding and advancing EHE efforts include the Health Resources and Services Administration (HRSA), Centers for Disease Control and Prevention (CDC), National Institutes of Health (NIH), Indian Health Service, Substance Abuse and Mental Health Services Administration (SAMHSA), Housing and Urban Development (HUD), and the Office of the Assistant Secretary of Health. In Los Angeles County, various entities have received funding from HRSA, CDC, and NIH to support EHE goals and strategies, including Public Health, federally qualified health centers, AIDS Education Training Centers, and academic institutions partners.

The initiative focuses on four (4) key pillars to end the epidemic:

- (1) Diagnose people as early as possible,
- (2) Treat people rapidly and effectively,
- (3) Prevent new HIV transmissions, and
- (4) Respond quickly to HIV outbreaks.

DHSP MSNA funded contractors will advance strategies aligned with Prevention Pillars one (1) and two (2) of the four (4) EHE pillars:

- (1) Diagnose, and
- (2) Treat.

As the disease burden for HIV continues to increase among certain populations and Persons Living With HIV (PLWH) are living longer, MSNA providers are sought as key partners to facilitate achievement of the Los Angeles County HIV/AIDS Strategy goals by providing access to high quality biomedical HIV prevention services and to connect clients who may have fallen out of care back into primary medical care and other needed services in order to improve whole body health and prevent further HIV infection.

HIV Diagnosis in LAC

At the end of 2017, an estimated 57,700 people were living with HIV in LAC, approximately 11% or 6,400 of whom were estimated to be unaware of their infection¹. The number of diagnoses of HIV infection has remained relatively stable in LAC since 2010². In 2018, a total of 1,660 persons aged ≥13 years were reported as newly diagnosed with HIV infection in LAC, corresponding to a rate of 19 per 100,000. Due to rounding, the following percentage totals may exceed or be under 100%.

Sex/Gender:

Among persons with a new HIV diagnosis in 2018, 1,445 (87%) were male, 180 (11%) were female and 35 (2%) were among people who identify as transgender. It is important to note that among transgender persons, cases may be incorrectly reported as male or female, resulting in potential underreporting of HIV and/or STDs among transgender persons.

Age:

Most HIV diagnoses in 2018 were among persons aged 20-29 years (38%), followed by persons aged 30-39 years (29%), persons aged 40-49 years (15%), and persons aged 50 years and older (13%). Males had a younger age distribution than females; 41% of HIV diagnoses among males were reported among individuals aged 20-29 years and 29% of HIV diagnoses among females were reported among individuals aged 30-39 years old.

¹ Division of HIV and STD Programs, County of Los Angeles Department of Public Health. 2019 Annual HIV Surveillance Report. http://www.publichealth.lacounty.gov/dhsp/Reports/HIV/2019Annual_HIV_Surveillance_Report_08202020_Final_revised_Sept2020.pdf Published August 20,2020. Accessed [December 15, 2020].

² Division of HIV and STD Programs, Los Angeles County Department of Public Health. 2017 Annual HIV Surveillance Report. http://www.publichealth.lacounty.gov/dhsp/Reports/HIV/2017_AnnualHIVSurv_Report_FINAL_2018Nov15.pdf . Published November 15, 2018. Accessed [April 12, 2019].

Race/Ethnicity:

Most new HIV diagnoses in 2018 were reported among Latinx (n=817; 49%), however the highest HIV diagnosis rates were among African Americans (51 per 100,000) and American Indian/Alaska Natives (47 per 100,000), followed by Pacific Islanders (24 per 100,000), Latinx (19 per 100,000), and whites (13 per 100,000), and Asians (6 per 100,000). Differences in rates were also observed by sex, most notably among African American females (16 per 100,000) where the rate of HIV diagnoses was 5 times higher than that of white females (3 per 100,000) and 4 times higher than the rate for Latinas (4 per 100,000). Among males, the rate of HIV diagnoses among African Americans (91 per 100,000) was 4 times higher than among whites (23 per 100,000) and 2.5 times higher than the rate for Latinos (37 per 100,000).

Transmission Category:

In 2018, most new HIV diagnoses were among men who have sex with men (MSM) (81%, followed by 9% among heterosexuals (mostly females), 6% among heterosexual injection drug users, and 3% among MSM who also inject drugs (MSM/IDU).

Geographic Distribution:

Across the eight (8) SPAs, the highest rate of new HIV infections in 2018 was among persons living in the Metro SPA (42 per 100,000) at the time of diagnosis, followed by the South (31 per 100,000) and South Bay (18 per 100,000) SPAs. There were also differences in rate by health district (HD); the Central HD had the highest rate (63 per 100,000), followed by the Hollywood-Wilshire HD (42 per 100,000).

1.2 Purpose

The purpose of this Request for Statement of Qualifications (RFSQ) is to secure a pool of qualified agencies (also referred to as “Respondents”) to enter into Master Agreements with the County to provide as-needed MSNA services to facilitate the provision of as-needed Medical Subspecialty Services (MSS) to PLWH.

A Master Agreement will be offered to all Respondents determined to be qualified. The execution of a Master Agreement does not guarantee any minimum or maximum amount of utilization of services, and may or may not be utilized, at the County’s sole discretion.

1.3 Applicable Documents

The following documents are referenced in and comprise this RFSQ:

- Appendix A – Vendor’s Organization Questionnaire/Affidavit and CBE Information
- Appendix B – Minimum Qualification Requirements Verification
- Appendix C – MSS Network Providers
- Appendix D – Prospective Contractor References
- Appendix E – Charitable Contributions Certification
- Appendix F – Statement of Work (SOW)
- Appendix G – Sample Master Agreement
- Appendix H – Acceptance of Terms and Conditions Affirmation

2.0 REQUESTED INFORMATION

Interested and qualified vendors (Respondents) that meet the minimum requirements specified below are invited to submit a response to the RFSQ to be considered for a Master Agreement.

Subcontractors may not be used to meet the Minimum Qualification Requirements.

2.1 Minimum Qualification Requirements

Respondents must meet all Minimum Qualification Requirements described under either Option 1 or Option 2 below. Public Health, at its sole discretion, may disqualify any Respondents that does not meet the Minimum Qualification Requirements.

Minimum Qualification Requirements – Option 1

2.1.1 Respondents must have a minimum of two (2) years of experience within the last five (5) years serving as a MSNA managing and operating a network of medical subspecialty providers.

2.1.2 Respondent's Project Director must be an on-staff physician with a current and valid medical license in good standing with the State of California with either:

- a) A minimum of two (2) years of experience within the last five (5) years providing primary medical care; **or**

- b) A minimum of two (2) years within the last ten (10) years serving as an HIV-trained physician providing HIV medical care.

Respondent must submit a copy of physician's current and valid medical license.

- 2.1.3 Respondent must have been working and operating from at least one (1) physical office location in LAC for the past two (2) years.

2.1.4 Unresolved Disallowed Cost

If Respondent's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

County will verify that vendor does not have the unresolved disallowed costs.

Respondents qualifying under this Option 1 must complete and submit the following forms:

- Appendix A – Vendor's Organization Questionnaire/Affidavit and Community Business Enterprise (CBE) Information
- Appendix B – Minimum Qualification Requirements Verification
- Appendix C – MSS Network Providers
- Appendix D – Prospective Contractor References
- Appendix E – Charitable Contributions Certification
- Appendix H – Acceptance of Terms and Conditions Affirmation

-OR-

Minimum Qualification Requirements – Option 2

- 2.1.5 Respondent is an existing Contractor with the County of Los Angeles in good standing under a Board of Supervisors (Board) approved Service Agreement for Ambulatory Outpatient Services (AOM) and/or Medical Care Coordination Services (MCC).

2.1.6 Respondent's Project Director must be an on-staff physician with a current and valid medical license in good standing with the State of California with either:

- a) A minimum of two (2) years of experience within the last five (5) years providing primary medical care; **or**
- b) A minimum of two (2) years within the last ten (10) years serving as an HIV-trained physician providing HIV medical care.

Respondent must submit a copy of physician's current and valid medical license.

2.1.7 Respondent must have been working and operating from at least one (1) physical office location in LAC for the past two (2) years.

2.1.8 **Unresolved Disallowed Cost**

If Respondent's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, vendor must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.

County will verify that vendor does not have the unresolved disallowed costs.

Respondents qualifying under this Option 1 must complete and submit the following forms:

- Appendix B – Minimum Qualification Requirements Verification
- Appendix C – MSS Network Providers
- Appendix E – Charitable Contributions Certification
- Appendix H – Acceptance of Terms and Conditions Affirmation

2.2 **MSNA's MSS Network Providers**

MSNA and its network of MSS providers' service delivery sites shall be located in LAC. To ensure that services are available and accessible to Ryan White Program (RWP) eligible clients, Respondents should strive to provide services in each area where there is high HIV/STD morbidity (see

<http://publichealth.lacounty.gov/dhsp/Mapping.htm>). Respondent may look up addresses of the MSS providers to determine Health District and SPA location here: <http://gis.lacounty.gov/districtlocator/>.

2.2.1 Written Agreement

Respondent shall have written agreements in place with all proposed MSS providers that meet the requirements specified below prior to Master Agreement recommendation.

2.2.2 Location of Services

Respondent shall complete and submit Appendix C, MSS Network Providers, for Respondent's network of MSS providers that meet the guidelines outlined below for location of services:

a. Contracted Network(s):

i. Respondent shall include in their network of MSS providers **two (2)** * or more providers in LAC for each of the following MSNA covered medical subspecialties (the minimum of two (2) service delivery sites must be 10 miles apart or greater):

- Colorectal/Proctology
- Gastroenterology/Hepatology
- Ophthalmology
- Dermatology
- Radiology
- Urology
- Cardiology

AND

ii. In addition to the requirement in Item i. above, a minimum of one provider is required in LAC for all other medical subspecialties listed in Appendix F, SOW.

b. In-house Network(s):

Respondent shall have a minimum of **one (1)*** MSS provider at their location/campus available for all MSS listed in Appendix F, SOW, Section 1.0, Tables 2 and 3.

* DHSP encourages the Respondent to offer as many choices in providers as possible with adequate geographic coverage across LAC in order to provide better access for clients.

2.3 Addendum and Questions

2.3.1 Addendum

The County has the right to amend this RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the following websites:

County of Los Angeles Department of Public Health
Contracts and Grants Division

<http://publichealth.lacounty.gov/cg/index.htm>

Los Angeles County – Doing Business With Us

<http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

It is the vendor's responsibility to check the above referenced websites regularly. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the RFSQ response not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

2.3.2 Questions

All questions, without identifying the submitting company/vendor, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. When submitting questions, the Respondent must specify the RFSQ Section number, paragraph number, page number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. The County reserves the right to group similar questions when providing answers.

Any questions regarding this RFSQ must be submitted no later than December 16, 2021 at 3:00 PM, PT, to Vincent Tran at the following e-mail address: vtran@ph.lacounty.gov.

2.4 Response Submission Instructions

The initial due date for the RFSQ submission is 3:00 PM, PT, on January 20, 2022 (Initial RFSQ Deadline). Respondents shall submit the RFSQ response forms in electronic format only via email to:

Vincent Tran, Contract Analyst:
vtran@ph.lacounty.gov

Respondents are encouraged to submit the RFSQ responses in advance of the Initial RFSQ Deadline, as County will give priority for Master Agreement award to the Respondents whose RFSQ responses were received before the Initial RFSQ Deadline until the County's needs are met. Once the County's needs are met, the RFSQ may be suspended. The solicitation may be re-opened if the County needs additional Respondents meeting the requirements of this RFSQ for provision of the services described.

3.0 REVIEW AND SELECTION PROCESS

Public Health will review the RFSQ responses. As a result of the review of the RFSQ responses, Public Health may:

- Request further information and/or documents, presentations and/or conference call or in-person interviews substantiating Respondent's qualifications, experience and/or readiness to provide the requested services;
- Enter into a Master Agreement with the Respondent(s); and/or
- Take no further action at this time on this matter.

Public Health may select, at its sole option, one or more Respondents to recommend to the Board of Supervisors for Master Agreement award. The County will award Master Agreement(s) to Respondent(s) whose RFSQ responses are determined by County to best meet its needs, taking into consideration to the extent applicable, among others, response submission date and time, as evidenced by the time stamp of electronically submitted RFSQ responses; proposed rates for Services; and service locations. If a Respondent is selected to enter into a Master Agreement, Public Health will provide the Respondent with such Master Agreement for review and approval.

4.0 MASTER AGREEMENT

4.1 Term

The Master Agreement term shall be for a period of three (3) years as authorized by the Board. At the conclusion of the three-year period, the County shall have the option to extend the term for two (2) additional one-year terms plus an additional six (6) month-to-month terms. The two (2) year-to-year extensions may be exercised at the sole discretion of Public Health.

Public Health will continuously accept responses throughout the Master Agreement term to qualify additional Respondents. Master Agreements will

become effective upon the date of execution by the Director of Public Health, or designee, and shall expire at the same time as the initially executed Master Agreements.

4.2 Terms and Conditions

It is the duty of every Respondent to thoroughly review the Sample Master Agreement (Appendix G) and Statement of Work (Appendix F) to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting an application the Respondent will accept, as stated, the County's terms and conditions in the Sample Master Agreement.

5.0 GENERAL CONDITIONS

5.1 False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and her judgment shall be final.

5.2 Final Contract Award by the Board of Supervisors

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

5.3 Notice to Proposers Concerning the Public Records Act

5.3.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Respondent(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all Responses submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each response which are justifiably defined and identified by the Respondent as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

5.3.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the response as confidential shall not be deemed sufficient notice of exception. The Respondent must specifically label only those provisions of their respective response which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.**

5.4 Determination of Respondent Responsibility

5.4.1 A responsible Respondent is a Respondent who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible Respondents.

5.4.2 Respondents are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Respondent is responsible based on a review of the Respondent’s performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Respondent against public entities. Labor law violations which are the fault of the subcontractors and of which the Respondent had no knowledge shall not be the basis of a determination that the Respondent is not responsible.

5.4.3 The County may declare a Respondent to be non-responsible for purposes of this contract if the Board, in its discretion, finds that the Respondent has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Respondent’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.4.4 If there is evidence that the Respondent may not be responsible, Public Health shall notify the Respondent in writing of the evidence relating to the Respondent’s responsibility, and its intention to

recommend to the Board of Supervisors that the Respondent be found not responsible. Public Health shall provide the Respondent and/or the Respondent's representative with an opportunity to present evidence as to why the Respondent should be found to be responsible and to rebut evidence which is the basis for Public Health's recommendation.

5.4.5 If the Respondent presents evidence in rebuttal to Public Health, Public Health shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Respondent shall reside with the Board.

5.4.6 These terms shall also apply to proposed subcontractors of Respondents on County contracts.

5.5 Respondent Debarment

5.5.1 The Respondent is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Respondent from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Respondent's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Respondent has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Respondent's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.5.2 If there is evidence that the Respondent may be subject to debarment, DPH shall notify the Respondent in writing of the evidence which is the basis for the proposed debarment, and shall advise the Respondent of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5.5.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Respondent and/or Respondent's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor

Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Respondent should be debarred, and, if so, the appropriate length of time of the debarment. The Respondent and DPH shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 5.5.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 5.5.5 If a Respondent has been debarred for a period longer than five (5) years, that Respondent may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5.5.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.5.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 5.5.8 These terms shall also apply to proposed subcontractors of Respondents on County contracts.
- 5.5.9 Respondents can find a listing of Contractors that are currently on the Debarment List for Los Angeles County on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

5.6 Proposer's Charitable Contributions Compliance

- 5.6.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.
- 5.6.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, as set forth in Appendix E.
- 5.6.3 A completed Appendix E is a required part of any contract with the County, in which prospective contractors certify either that:
- they have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County contract,
- OR -
- they are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.
- 5.6.4 Prospective County contractors that do not complete Appendix F as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is

subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

Instructions for Completing Form

The County seeks diverse broad-based participation in its contracting and strongly encourages participation by CBEs. Complete all fields listed on form. Where a field requests number or total indicate response using numerical digits only.

Section 1: FIRM/ORGANIZATION INFORMATION	
Total Number of Employees in California	Using numerical digits, enter the total number of individuals employed by the firm in the state of California.
Total Number of Employees (including owners)	Using numerical digits, enter the total number of individuals employed by the firm regardless of location.
Race/Ethnic Composition of Firm Table	Using numerical digits, enter the make-up of Owners/Partners/Associate Partners and percentage of how ownership of the firm is distributed into the Race/Ethnic Composition categories listed in the table. Final number must total 100%.

Section 2: CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, DISABLED VETERAN, AND LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUEER, AND QUESTIONING-OWNED (LGBTQQ) BUSINESS ENTERPRISE
If the firm is currently certified as a Community Based Enterprise (CBE) by a public agency, complete the table by entering the names of the certifying Agency and placing an "X" under the appropriate CBE designation (Minority, Women, Disadvantaged, Disabled Veteran or LGBTQQ). Enter all the CBE certifications held by the firm.

Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

VENDOR’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT AND CBE INFORMATION

Vendor’s/Agency Name:

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC)? Yes No
 If yes, complete:

Legal Name ((found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
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2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. Is your firm doing business under one or more DBA’s? Yes No
 If yes, complete:

Name	County of Registration	Year became DBA

4. Is your firm wholly/majority owned by, or a subsidiary of another firm? Yes No
 If yes, complete:

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Has your firm done business as other names within last five (5) years ? Yes No
 If yes, complete:

Name _____ Year of Name Change _____

Name _____ Year of Name Change _____

6. Is your firm involved in any pending acquisition or mergers, including the associated company name?
 Yes No If yes, provide information:

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
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[COMMUNITY BUSINESS ENTERPRISE \(CBE\) INFORMATION](#) (right click on hyperlink to open form)

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

COMPLIANCE WITH SPECIFIC COUNTY PROVISIONS

Vendor acknowledges and certifies compliance with all terms and conditions outlined in Appendix G, Sample Master Agreement, and the following specific Los Angeles County codes and provisions:

1.	The Los Angeles County Code, Chapter 2.160 and Appendix G, Sample Master Agreement, Paragraph 8.45 – Termination for Non-Adherence of County Lobbyist Ordinance or Restrictions on Lobbying.	<input type="checkbox"/> Yes
2.	Appendix G, Sample Master Agreement, Paragraph 9.9 – Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 376).	<input type="checkbox"/> Yes
3.	The Los Angeles County Code, Chapter 4.32.010 and Appendix G, Sample Master Agreement, Paragraph 8.6 – Compliance with Civil Rights Laws, Anti-Discrimination and Affirmative Action Laws.	<input type="checkbox"/> Yes
4.	Appendix G, Sample Master Agreement, Paragraph 8.7 – Compliance with County’s Jury Service Program and Exhibit D, Jury Service Program.	<input type="checkbox"/> Yes
5.	Appendix G, Sample Master Agreement, Paragraph 8.53 – Compliance with County’s Zero Tolerance Policy on Human Trafficking.	<input type="checkbox"/> Yes
6.	Appendix G, Sample Master Agreement, Paragraph 8.55 – Compliance with Fair Chance Employment Hiring Practices Certification.	<input type="checkbox"/> Yes
7.	The Los Angeles County Code, Section 2.180.010 and Appendix G, Sample Master Agreement, Paragraph 8.58 – Conflict of Terms.	<input type="checkbox"/> Yes
8.	Appendix G, Sample Master Agreement, Paragraph 8.10 – Consideration of Hiring GAIN/GROW Participants.	<input type="checkbox"/> Yes
9.	Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information and Appendix G, Sample Master Agreement, Paragraph 8.54, Data Encryption.	<input type="checkbox"/> Yes
10.	The County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206 and Appendix G, Sample Master Agreement, Paragraph 8.50 – Contractor’s Warranty of Compliance with County’s Defaulted Property Tax Reduction Program	<input type="checkbox"/> Yes

Vendor further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this bid are made, the bid may be rejected. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

VENDOR NAME:		COUNTY WEBVEN NUMBER:	
ADDRESS:			
PHONE NUMBER:		E-MAIL:	
INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:		CALIFORNIA BUSINESS LICENSE NUMBER:	
VENDOR OFFICIAL NAME AND TITLE (PRINT):			
SIGNATURE		DATE	

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

MINIMUM QUALIFICATION REQUIREMENTS VERIFICATION

NOTE: Completion of this form without sufficient details to substantiate that Respondent meets the minimum qualification requirements as outlined in Section 2.1, Minimum Qualification Requirements and/or any inconsistencies or inaccuracy in the information provided in this form, or this form and your response, may subject your response to disqualification or other action, at the sole discretion of the County.

Respondent acknowledges and certifies that on the day on which the responses are due, it meets and will comply with all of the minimum qualification requirements listed in Section 2.1 - Minimum Qualification Requirements, of this Request for Statement of Qualifications (RFSQ), as listed below.

Minimum Qualification Requirements- Option 1

Please check the appropriate boxes:		
Section 2.1.1	Respondent must have a minimum of two (2) years of experience within the last five (5) years serving as a Medical Specialty Network Administrator (MSNA) managing and operating a network of medical subspecialty providers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Respondent must document their experience below that clearly demonstrates ability to meet the above-referenced requirement. Provide dates, name of agencies/department in which Respondent provided the required service that substantiates Respondent meets the above-referenced requirement (attach additional sheets as necessary).		
<p>Years of Experience from _____ to _____</p> <p style="text-align: center;">mm/yr mm/yr</p> <div style="border: 1px solid black; height: 300px; width: 100%; margin-top: 10px;"></div>		

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

MINIMUM QUALIFICATION REQUIREMENTS VERIFICATION

Section 2.1.2	Respondent's Project Director must be an on-staff physician with a current and valid license in good standing with the State of California with either: a) A minimum of two (2) years of experience within the last five (5) years providing primary medical care; or b) A minimum of two (2) years within the last ten (10) years serving as an HIV-trained physician providing HIV medical care.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Current and valid physician license submitted as the above-referenced requirement.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Respondent must document their Project Director's experience below that clearly demonstrates ability to meet the above-referenced requirement (attach additional sheets as necessary).		
Years of Experience from _____ to _____ <div style="display: flex; justify-content: space-around; width: 100%;"> mm/yr mm/yr </div>		

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

MINIMUM QUALIFICATION REQUIREMENTS VERIFICATION

Section 2.1.3	Respondent must have been working and operating from at least one (1) physical office location in Los Angeles County (LAC) for the past two (2) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Respondent must document proof that demonstrates ability to meet the above-referenced requirement. Provide dates, name of agencies/department in which Respondent provided the required service that substantiates Respondent meets the above-referenced requirement (attach additional sheets as necessary).		
Years of Experience from _____ to _____ mm/yr mm/yr		
Empty space for documentation		

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

MINIMUM QUALIFICATION REQUIREMENTS VERIFICATION

Section 2.1.4	<p>Unresolved Disallowed Costs: If Respondent's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Respondent must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p> <p>County will verify that Respondent does not have unresolved cost.</p> <p><input type="checkbox"/> Respondent does not have unresolved disallowed costs as explained above.</p> <p><input type="checkbox"/> Respondent has unresolved disallowed costs as explained above.</p>
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-Or -

Minimum Qualification Requirements- Option 2

Please check the appropriate boxes:		
Section 2.1.5	Respondent is an existing Contractor with the County of Los Angeles in good standing under a Board of Supervisors (Board) approved Service Agreement for Ambulatory Outpatient Services (AOM) and/or Medical Care Coordination Services (MCC).	<input type="checkbox"/> Yes <input type="checkbox"/> No
Respondent must document their experience below that clearly demonstrates ability to meet the above-referenced requirement. Provide dates, name of agencies/department in which Respondent provided the required service that substantiates Respondent meets the above-referenced requirement (attach additional sheets as necessary).		
<p>Years of Experience from _____ to _____</p> <p style="text-align: center;">mm/yr mm/yr</p>		

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

MINIMUM QUALIFICATION REQUIREMENTS VERIFICATION

Section 2.1.6	Respondent’s Project Director must be an on-staff physician with a current and valid license in good standing with the State of California with either: c) A minimum of two (2) years of experience within the last five (5) years providing primary medical care; or d) A minimum of two (2) years within the last ten (10) years serving as an HIV-trained physician providing HIV medical care.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Current and valid physician license submitted as the above-referenced requirement.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Respondent must document their Project Director’s experience below that clearly demonstrates ability to meet the above-referenced requirement (attach additional sheets as necessary).		
Years of Experience from _____ to _____ <div style="display: flex; justify-content: space-around; width: 100%;"> mm/yr mm/yr </div>		

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

MINIMUM QUALIFICATION REQUIREMENTS VERIFICATION

Section 2.1.7	Respondent must have been working and operating from at least one (1) physical office location in LAC for the past two (2) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Respondent must document proof that demonstrates ability to meet the above-referenced requirement. Provide dates, name of agencies/department in which Respondent provided the required service that substantiates Respondent meets the above-referenced requirement (attach additional sheets as necessary).		
Years of Experience from _____ to _____ <div style="text-align: center; margin-left: 150px; margin-right: 150px;">mm/yr mm/yr</div>		

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

MINIMUM QUALIFICATION REQUIREMENTS VERIFICATION

Section 2.1.8	<p>Unresolved Disallowed Costs: If Respondent’s compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Respondent must not have unresolved questioned costs identified by the Auditor-Controller in an amount over \$100,000 that are confirmed to be disallowed costs by the contracting County department and remain unpaid for a period of six months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County.</p> <p>County will verify that Respondent does not have unresolved cost.</p> <p><input type="checkbox"/> Respondent does not have unresolved disallowed costs as explained above.</p> <p><input type="checkbox"/> Respondent has unresolved disallowed costs as explained above.</p>
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Respondent further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this response are made, the response may be rejected. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

On behalf of (Respondent’s Name) _____

I, (Respondent’s Authorized Representative) _____

hereby certify that this Affidavit is true and correct to the best of my information and belief.

Signature _____ Title _____

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006

PROSPECTIVE CONTRACTOR REFERENCES

Respondent's/Agency
 Name:

List Five (5) References where the same or similar scope of services were provided. Only list **DHSP or DHSP staff once**. The contact person must be able to answer contractual questions about the services your agency provides. Please let each contact person listed below know to expect a reference request email or phone call from the Public Health Contracts & Grants Division.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Email Address
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR DPH RFSQ 2021-006**CHARITABLE CONTRIBUTIONS CERTIFICATION**

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts “CT” number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

APPENDIX F – STATEMENT OF WORK

**MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR (MSNA) FOR RYAN WHITE
PROGRAM (RWP) MEDICAL SUBSPECIALTY SERVICES (MSS) IN LOS ANGELES
COUNTY
(DPH-RFSQ-2021-006)**

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STATEMENT OF WORK FOR MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR (MSNA) FOR RYAN WHITE PROGRAM (RWP) MEDICAL SUBSPECIALTY SERVICES (MSS) IN LOS ANGELES COUNTY DPH-RFSQ-2021-006

1.0 DESCRIPTION

The County of Los Angeles (County) Department of Public Health (Public Health), Division of HIV and STD Programs (DHSP) requires that Medical Subspecialty Services (MSS) be provided, as needed, to Ryan White Program (RWP) eligible clients who are referred by a licensed Ambulatory Outpatient Medical (AOM) provider due to complications from HIV disease. MSS are defined as medically necessary outpatient medical consultative, diagnostic, and therapeutic services for medical complications resulting from a persons' HIV disease which are beyond the scope of primary medical and nursing care for persons living with HIV (PLWH).

MSS are coordinated through a Medical Subspecialty Network Administrator (MSNA) responsible for ensuring that eligible RWP clients are seen, as appropriate, by medical subspecialty providers in the MSS network. MSNAs shall establish MSS networks utilizing MSS providers within their respective agency (in-house MSS networks), MSS providers outside of their respective agency (contracted MSS networks) or a combination of in-house and contracted MSS networks.

The MSNA (Contractor) serves as the gatekeeper of an MSS provider network and charged with the management of referrals and reimbursement to MSS providers which includes:

- a. Identifying and maintaining a pool of qualified clinical providers for MSS;
- b. Managing referrals from Ambulatory Outpatient Medical (AOM) providers requesting MSS on behalf of RWP eligible clients;
- c. Verifying eligibility of patients to receive services;
- d. Managing any adjudication processes as a result of disallowed referrals;
- e. Facilitating client access to the MSNA's network of medical specialty providers;
and
- f. Reimbursing affiliated medical specialists for services rendered.

Referrals shall only be provided for clients in need of MSS as a result of, or due to, complications of HIV disease. MSS are strictly services of last resort. Clients receiving MSS through the MSNA network must **not** be covered by any type of public or private third-party payer source (i.e., Medi-Cal, Medicare, etc.).

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1.1 DHSP Program Goal and Objectives

Contractors are required to achieve the DHSP Goal and Objectives described in Table 1 below:

TABLE 1 - GOALS AND OBJECTIVES FOR MEDICAL SUBSPECIALTY NETWORK ADMINISTRATOR	
PRIMARY GOAL	To improve the health and well-being of persons living with HIV and prevent transmission of HIV
PROGRAM GOALS	A. Ensure cost-effective and medically appropriate utilization of MSS by RWP eligible clients referred from primary care in an effort to reduce morbidity and mortality due to complications from HIV disease
	B. Improve health status of HIV-positive individuals referred for MSS
	C. Ensure MSS providers are promptly reimbursed for services rendered
OBJECTIVES	1. Increase number of clients appropriately referred for MSS
	2. Provide approval of allowable referrals for MSS in no more than five (5) business days from date of receipt
	3. Ensure reimbursement to MSS providers within 30 days of services rendered

1.2 Required Network of Medical Subspecialty Services

There are two (2) non-mutually exclusive ways the Contractor can provide access to MSS – 1) Contracted Network and/or 2) In-House Network. Contractor is responsible for maintaining these networks of medical specialty providers that include each of the MSS listed in Table 2, MSN Covered Medical Subspecialty Services and Table 3, MSNA Covered Outpatient Diagnostic Procedures and Testing Services, who provides MSS in Los Angeles County (LAC).

TABLE 2 - MSNA COVERED MEDICAL SUBSPECIALTY SERVICES		
Cardiology	Colorectal/Proctology	Dermatology
Ear, Nose, and Throat (ENT)	Endocrinology	Gastroenterology
Gynecology	Hepatology	Nephrology
Neurology	Oncology	Ophthalmology
Optometry	Orthopedics	Pain Management

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TABLE 2 - MSNA COVERED MEDICAL SUBSPECIALTY SERVICES		
	(including surgery)	
Podiatry	Pulmonology	Rheumatology

TABLE 3 - MSNA COVERED OUTPATIENT DIAGNOSTIC PROCEDURES AND TESTING SERVICES		
Computed Tomography Scan (CT Scan)	Magnetic Resonance Imaging (MRI)	Muscle biopsy
X-ray	Ultrasound	Fine needle aspiration
		Blood tests
<i>Note: Other procedures/tests requested may be authorized by DHSP's Medical Director.</i>		

Referral criteria for each required medical subspecialty service and covered testing and outpatient diagnostic procedures shall be provided in accordance with Attachment 1, Referral Overlay Criteria for MSS.

It is important to note that the overlay criteria for MSS referrals, described in Attachment 1, is intended to serve as a basic guide and does not include all possible cases of appropriate HIV/AIDS-related referrals. In situations that are not specifically addressed by the referral overlay criteria, DHSP's Medical Director, or designee, will make a determination regarding the appropriateness of the referral based on DHSP contractual agreements, scope of covered services, medical records, peer-reviewed medical journals, and/or nationally recognized references in HIV medicine.

1.3 RWP Eligible Client Referral and Adjudication Protocol

The Contractor shall follow the RWP Eligible Client Referral and Adjudication Protocol for MSS described in Table 4, and attached Diagram A, RWP Client Referral and Adjudication Protocol for the process of review, appeal, and adjudication of approved and disallowed MSS referrals. **Note:** The Referral Request and Authorization Form is a hard copy and/or an electronic document created by the Contractor and provided to AOM providers to submit referral requests. Additionally, as necessary, the Contractor is responsible for assisting in verifying client RWP eligibility when requested by the AOM provider and/or to ensure the client didn't become eligible for insurance between when the AOM provider submitted the referral and when the client is seen by an MSS provider.

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TABLE 4 - RWP ELIGIBLE CLIENT REFERRAL AND ADJUDICATION PROTOCOL FOR MSS		
ACTIVITY	ACTIVITY DESCRIPTION	*ACTIVITY COMPLETION TIME FRAME
1. REFERRAL REVIEW (RR)	<p>MSNA's Medical Director conducts initial review of the Referral Request and Authorization Form created & submitted by the provider using Referral Overlay Criteria for MSS (Attachment 1)</p> <p>OUTCOME:</p> <p>A. Authorized referral returned to requesting provider/client</p> <p>B. Disallowed referral forwarded for MSNA clinician referral review (see Activity 2 below)</p>	Within 2 business days of receipt of referral
2. CLINICIAN REFERRAL REVIEW (CRR)	<p>MSNA's Medical Director makes a referral determination.</p> <p>OUTCOME:</p> <p>A. Authorized and disallowed referrals are returned to the requesting provider/client</p>	Within 2 business days of receipt of CRR request
3. APPEAL OF DISALLOWED REFERRALS (ADR)	<p>Requesting provider or client (appellant) may file an ADR requesting a review of the CRR decision</p>	Within 2 business days of receipt of CRR results
4. NETWORK PROCESSES APPEAL (NPA)	<p>MSNA's Medical Director shall conduct a review and reconsideration of the disallowed referral:</p> <p>OUTCOME:</p> <p>A. Authorized appeals are returned to the requesting provider or appellant</p> <p>B. Disallowed appeals are forwarded to DHSP for final review</p>	Within 2 business days of receipt of ADR
5. FINAL DECISION OF DENIED REFERRALS (FDDR)	<p>DHSP's Medical Director, or designee, shall make a final determination regarding the appropriateness of a disallowed referral and issue final decision to MSNA which is responsible to convey the results to the provider or appellant</p>	Within 2 business days of receipt of disallowed referral appeal

**All 5 Activities of the Referral and Adjudication Protocol process should take no longer than 10 business days total from receipt of the referral in Activity #1.*

2.0 DEFINITIONS

2.1 **Ambulatory Outpatient Medical (AOM) Services:** Evidence-based preventative, diagnostic, and therapeutic medical services provided through outpatient medical clinics by California-licensed health care professionals to persons living with HIV in an outpatient clinic setting.

APPENDIX F

- 2.2 **Contracted Network:** The MSNA has a contract or written agreement with individual MSS providers (e.g., independent physician's association (IPA) or accountable care organization, etc.).
- 2.3 **Contractor's Project Director (Medical Director):** Contractor's designee serving as a point of contact for the County who has full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement.
- 2.4 **Contractor's Project Manager:** The Contractor's designee responsible to administer the Master Agreement operations and to liaise with the County after the Master Agreement award.
- 2.5 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Project Manager.
- 2.6 **In-House Network:** An incorporated, integrated and self-operated network of providers, such as a hospital network, managed care organization (MCO), or community-based organization (CBO) offering MSS.
- 2.7 **Medical Subspecialty Services (MSS):** Medically necessary outpatient medical consultative, diagnostic, and therapeutic services for medical complications beyond the scope of primary medical and nursing care for PLWH.
- 2.8 **Network Staff:** Staff providing MSS within the MSNA's network of providers.

3.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

3.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6, Administration of Master Agreement – County. Specific duties will include:

- 3.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 3.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 3.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.1 Amendments.

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CONTRACTOR

3.2 Master Agreement Rates

- 3.2.1 Payment for all contracted services shall be to the Contractor on a Fee-For-Service (FFS) basis. Contractor will be reimbursed for cost of MSS visits with an additional 30% for program costs.
- 3.2.2 The MSNA's program costs for overall coordination of the MSS network, including referrals, data collection, fiscal management, etc. (including personnel) shall be no more than 30% of cost of MSS service rendered.
- 3.2.3 The MSNA's network of MSS providers shall be reimbursed for their costs incurred for seeing RWP eligible clients for MSS on an agreed upon FFS rate between the medical specialist or outpatient diagnostic and testing services provider and the MSNA.
- 3.2.4 DHSP will subsequently reimburse the MSNA at the FFS rate that is standardized at no more than 100% of the rate set under the United States Department of Health and Human Services Centers for Medicare and Medicaid Services (CMS) Current Procedural Terminology (CPT) codes for reimbursement. These CPT codes can be found at <http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/FeeScheduleGenInfo/index.html>.

3.3 Personnel

3.3.1 Contractor's Project Director (Medical Director)

- 3.3.1.1 Contractor shall provide a dedicated on-staff Project Director (Medical Director) to provide program oversight with full authority to act for Contractor on all matters relating to the Master Agreement.
- 3.3.1.2 The Project Director must have a current and valid physician license in good standing with the State of California and have either a minimum of two (2) years' experience within the last five (5) years providing primary medical care; or a minimum of two (2) years within the last ten (10) years serving as an HIV-trained physician providing HIV medical care.
- 3.3.1.3 The Project Director shall be charged with oversight of the MSNA's referral and adjudication process. See Table 4 for more details.

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3.3.2 Contractor's Project Manager

- 3.3.2.1 Contractor shall provide a full-time Project Manager and designated alternate to act as a central point of contact with the County. County must have access to the Contractor's Project Manager during normal working hours as designated in Section 8.0, Days/Hours of Work. Contractor shall provide a telephone number where the Project Manager may be reached on an eight (8) hour per day basis during those hours.
- 3.3.2.2 Contractor's Project Manager shall act as a central point of contact with the County. Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 3.3.2.3 Project Manager must be physically located at the Contractor's office location within LAC.

3.4 Staffing

- 3.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one (1) employee on site shall be authorized to act for Contractor in assuring compliance with contractual obligations at all times.
- 3.4.2 All staff, subcontracted staff shall be appropriately licensed or certified to provide services in their respective specialty fields, as required by federal, State, and local laws.
- 3.4.3 Contractor is responsible for ensuring that all staff and subcontracted staff remain in good standing, with proper certification and licensing updated as required by law.
- 3.4.4 Contractor's staff and subcontractors shall display non-judgmental, culture-affirming attitudes.
- 3.4.5 Contractor shall be required to perform background checks of their employees as set forth in Administration of Master Agreement, Sub-paragraph 7.5 – Background & Security Investigations, of the Master Agreement. All costs associated with the background and security investigation shall be borne by the Contractor.
- 3.4.6 Prior to employment or provision of services, and annually (12 months) thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, subcontractor and

APPENDIX F

consultant providing direct MSS, according to the Master Agreement, Sub-paragraph 9.14, Guidelines for Staff Tuberculosis Screening.

- 3.4.7 Contractor shall provide County with a roster of all administrative and program staff, including titles, degree(s) and contact information within thirty (30) days of the effective date of the Master Agreement.
- 3.4.8 Contractor shall ensure annual performance evaluations are conducted on all staff budgeted and performing services under the proposed Master Agreement to ensure program staff are meeting job duties as required.

3.5 Training of Contractor's Staff

- 3.5.1 Contractor shall ensure that all new employees and staff receive appropriate DHSP and/or State of California approved training as well as continuing in-service training for all employees mandated by the terms and conditions of the Master Agreement.
- 3.5.2 Contractor shall ensure health care providers/network of providers, consultants, and subcontractors shall maintain up-to-date knowledge and skill levels in accordance with their respective medical subspecialties and with the rapidly expanding literature and information regarding prevention and treatment approaches in the HIV field.
- 3.4.3 All employees shall be trained in their assigned tasks and in the safe handling of equipment as applicable when performing services under this Master Agreement. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

3.6 Approval of Contractor's Staff and Subcontractors

- 3.6.1 County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder, and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Program Director.
- 3.6.2 Contractor and Subcontractor shall remove and replace personnel performing services under the Master Agreement within thirty (30) days of the written request of the County. Contractor and/or Subcontractor shall send County written confirmation of the removal of the personnel in question.

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- 3.6.3 County has the absolute right to approve or disapprove all of Contractor's subcontractor(s) or consultant(s) performing work hereunder and any proposed changes in subcontractor(s).
- 3.6.4 Contractor shall obtain approval of DHSP Director or his designee prior to signing any subcontractor(s) or consultant(s) agreement and shall give DHSP Director fifteen (15) days prior notice to review proposed subcontract or consultant agreement.
- 3.6.5 Subcontractor(s) shall remove and replace personnel performing services under this Master Agreement within thirty (30) days of the written request of the County. Contractor shall send County written confirmation of the removal of the personnel in question.
- 3.6.6 Contractor shall notify County if/when MSS network provider agreements are dissolved.

3.7 Staff Retention Policies and Procedures

Contractor shall demonstrate recruitment and retention of staff and shall provide County a staff retention policies and procedures plan within thirty (30) days of the Master Agreement start date.

3.8 Uniforms/Identification Badges

- 3.8.1 Dress code is business professional as defined by the Contractor.
- 3.8.2 Contractor shall ensure their employees are appropriately identified as set forth in Sub-paragraph 7.4, – Contractor's Staff Identification, of the Master Agreement.

3.9 Materials, Supplies and/or Equipment

- 3.9.1 The purchase of all materials, supplies, and or equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials, equipment, and or supplies that are safe for the environment and safe for use by the employee. Such materials, supplies, equipment, etc., must have been clearly identified in the program budget and must have been approved in advance by the DHSP Director in order to be eligible for cost reimbursement.
- 3.9.2 In no event shall the County be liable or responsible for payment for materials or equipment purchased absent the required prior written approval.

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- 3.9.3 Any and all materials and equipment purchased under the Master Agreement are the property of the County and must be returned to County in good working order at the end of the Term of the Master Agreement.
- 3.9.4 The County will not provide the Contractor with any materials, supplies, and/or equipment.

3.10 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Master Agreement. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of

3.10.1 MSNA's MSS Network Provider's

MSNA and its network of MSS providers' service delivery sites are to be located in LAC. To ensure that services are available and accessible to RWP eligible clients, Contractor should strive to provide services in each area where there is high HIV/STD morbidity (see <http://publichealth.lacounty.gov/dhsp/Mapping.htm>).

Contractor shall maintain written agreements in place with MSS network providers. Written agreements must be made available to DHSP for contract monitoring and auditing purposes.

Contractor must obtain prior written approval from DHSP before replacing or adding MSS network provider(s).

3.10.2 Emergency and Disaster Plan:

Contractor shall submit to DHSP within thirty (30) days of the execution of the Master Agreement an emergency and disaster plan, describing procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff.

3.11 Guidelines on Materials Review

- 3.11.1 Contractor shall obtain written approval from DHSP's Director or designee for all administrative and educational materials utilized in association with the delivery of services for the program prior to use in order to ensure that such materials adhere to community norms and values and are in compliance with all Master Agreement requirements.

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- 3.11.2 Contractor shall comply with federal, State, and local regulations regarding HIV or STD educational materials. Instructions on which educational materials need to be submitted for materials review can be found at the Interim Revision of the Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments and Educational Sessions located on the web at <http://www.cdc.gov/od/pgo/forms/hiv.htm>.
- 3.11.3 Additional information about materials review and related guidelines can be found at: <http://publichealth.lacounty.gov/dhsp/Contractors/MaterialReviewProtocol2018.pdf> or by calling DHSP Materials Review at (213) 351-8094.

3.12 County's Data Management System

- 3.12.1 The County's data management system is used to standardize reporting and billing/invoicing, support program evaluation processes, and to provide DHSP and Contractor with information relative to the HIV and STD epidemic in LAC. Contractor shall ensure data quality, and compliance with all data submission requirements provided in writing by DHSP.
- 3.12.2 Contractor shall utilize County's data management system to register client's demographic/resource data; enter service utilization data, medical and support service outcomes; and record linkages/referrals to other service providers and/or systems of care.
- 3.12.3 Contractor may enter data directly into the County's data management system or send data electronically to the County's data management system via an electronic data interface (EDI) monthly.

3.13 People with HIV/AIDS Bill of Rights and Responsibilities

The County will administer the Master Agreement according to the Contract, Subparagraph 9.16, People with HIV/AIDS Bill of Rights and Responsibilities.

If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

3.14 Emergency Medical Treatment

- 3.14.1 Contractor shall arrange immediate transport for any client receiving services who requires emergency medical treatment for physical illness or injury.

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- 3.14.2 Contractor shall have written policies for staff regarding how to access emergency medical treatment for clients. Such written policies must be provided to DHSP.

3.15 County's Commission on HIV

All services provided under the Master Agreement should be in accordance with the standards of care as determined by the County Commission on HIV (Commission). Contractor shall actively view the Commission website (<http://hivcommission-la.info/>) and where possible participate in the deliberations and respectful dialogue of the Commission to assist in the planning and operations of HIV prevention and care services in LAC.

3.16 Ryan White Service Standards

- 3.16.1 Contractor must develop policies and procedures to ensure that services to clients are not denied based upon client's:

- a) Inability to produce income documentation;
- b) Non-payment of services (No fees must be charged to individuals eligible to receive services under this Master Agreement); or
- c) Requirement of full payment prior to services being delivered.

Additionally, sliding fee scales, billing/collection and financial screening must be done (if applicable) in a culturally appropriate manner to assure that administrative steps do not present a barrier to care, and the process does not result in denial of services to eligible clients.

- 3.16.2 Contractor must develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan must include, but is not limited to:

- a. Maintaining files of eligibility and clinical policies;
- b. Maintaining files on individuals who are refused services and the reason for the refusal.
- c. Documentation of eligibility and clinical policies to ensure they do not:
 - i. Permit denial of services due to pre-existing conditions;
 - ii. Permit denial of services due to non-HIV related conditions (primary care); and
 - iii. Provide any other barriers to care due to a person's past or present health condition.

- 3.16.3 Contractor must develop and maintain written policies for the following:

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- a. Employee code of ethics;
- b. Corporate compliance plan (for Medicare and Medicaid professionals);
- c. Ethics standards or business conduct practices;
- d. Discouraging soliciting cash or in-kind payment for awarding contracts, referring clients, purchasing goods or services, or submitting fraudulent billing;
- e. Discouraging hiring of persons with a criminal record, and persons being investigated by Medicare or Medicaid;
- f. Anti-kickback policies with implications; appropriate uses, and application of safe harbor laws. Additionally, contractor must comply with Federal and State anti-kickback statutes, as well as the "Physician Self-Referral Law" or similar regulations; and
- g. Plan that outlines reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

3.17 Screen for Ryan White Program Eligibility

By law, Ryan White HIV/AIDS Treatment Modernization Act of 2009 is the payer of last resort. As such providers are required to determine and verify an individual's eligibility for services from all sources (See Attachment 2, Ryan White Program Eligibility Documentation and Verification) to ensure the individual is provided the widest range of needed medical and support services. This means a provider must coordinate benefits and ensure that the individual's eligibility for other private or public programs is determined at the time of intake. Eligibility needs to be reconfirmed every six (6) months to determine if the client's eligibility status for any other funding sources has changed. Providers will be required to verify what steps were taken to ensure Ryan White is the payer of last resort.

3.17.1 Every six (6) months, Contractor must verify the availability of client health insurance coverage (e.g., Medi-Cal, private, Medicare, etc.).

3.17.2 Additional eligibility documentation shall include, but not be limited to:

- a. HIV-positive diagnosis;
- b. Proof of LAC residency every 6 months;
- c. Verification of client's income every 6 months;
- d. A signed and dated Release of Information, which is compliant with HIPAA, shall be conducted annually; and

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- e. A signed and dated Limits of Confidentiality in compliance with State and federal Law.

3.18 Partner Services Referrals

Contractor must refer HIV-positive clients to DHSP's Partner Services (PS) for newly diagnosed HIV cases and new cases of reportable sexually transmitted infections.

3.18.1 Contractor shall ensure that PS is offered in accordance with procedures formulated and adopted by Contractor's staff; the Centers for Disease Control and Prevention (CDC); California law; California Department of Public Health (CDPH) – Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) – Office of AIDS (OA) guidelines; and the terms of this Master Agreement.

3.18.2 Minimum services to be provided shall include, but not be limited to the following:

- a) Offer PS to newly diagnosed HIV-positive clients as part of a new patient evaluation.
- b) Offer PS to all clients as a routine part of service delivery.
- c) Upon acceptance by client, contractor shall provide and/or refer HIV-positive persons to PS.
- d) Based on client's selection, PS shall include but not be limited to the following types of disclosure:
 1. *Self-Disclosure*: this approach (sometimes called client disclosure) is the notification strategy whereby the client with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services.
 2. *Dual Disclosure*: this method of partner notification involves the client disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting.
 3. *Anonymous Third-Party Disclosure*: this is a notification strategy where, with the consent of the original client, the Public Health Department takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV.
 4. *Client Defers Action*: if the client does not feel comfortable using anonymous third-party disclosure, the provider shall work with the client to develop a plan to revisit the issue.

3.18.3 Confidentiality of information: minimum professional standards for any agency handling confidential information shall include providing

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employees with appropriate information regarding confidential guidelines and legal regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose HIV/STD information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected clients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved.

3.19 Provide Culturally Appropriate and Linguistically Competent Services

- 3.19.1 Contractor shall provide MSNA services with non-judgmental, culturally affirming attitudes that convey a culturally and linguistically competent approach that is appropriate and attractive to the client.
- 3.19.2 Contractor shall maintain a proven, successful track record serving RWP clients by effectively addressing treatment and concerns within the appropriate social context for each client.

4.0 SPECIFIC WORK REQUIREMENTS

Primary responsibilities and/or services to be provided by the Contractor shall include, but not be limited to, the following:

4.1. MAINTAIN A NETWORK OF PROVIDERS TO DELIVER MSS TO RWP ELIGIBLE CLIENTS.

- 4.1.1 Recruit and maintain a network of MSS providers to serve RWP eligible clients referred for specialty care including, but not limited to those required subspecialty services listed in Section 1.0, Table 2, MSNA Covered Medical Subspecialty Services.
- 4.1.2 Recruit and maintain a network of providers to deliver diagnostic procedures and testing services referred by either an AOM provider or MSS provider as required to assist in diagnosis, treatment, or prevention of an HIV/AIDS-related condition, including, but not limited to those listed in Section 1.0, Table 3, MSNA Covered Outpatient Diagnostic Procedures and Testing Services.
- 4.1.3 Ensure all Network Staff providing MSS are appropriately licensed by the Medical Board of California (<http://www.mbc.ca.gov/>) to provide services in their respective fields, as required by federal, State, and local laws,

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including, but not limited to physicians, physician's assistants, nurse practitioners, nurses, laboratory technicians, and diagnostic testing staff.

- 4.1.4 Ensure all network MSS physicians are board certified in their sub-specialty (<http://www.abms.org/board-certification/>).
- 4.1.5 Provide orientation to all MSS network providers on program policies and procedures.

4.2 PROVIDE OVERSIGHT AND MANAGEMENT OF CLIENT REFERRALS

- 4.2.1 Ensure that each referring AOM provider has a hard and/or electronic copy of a DHSP reviewed and approved MSS Referral Request and Authorization Form (created and distributed by the Contractor) to be used as a first step in requesting a subspecialty referral for clients.
- 4.2.2 Review MSS referral requests to ensure that referrals are only for those conditions where specialty treatment is medically indicated as a result of the client's HIV disease (See Attachment 1, Referral Overlay Criteria for MSS)
- 4.2.4 Provide the referring AOM provider with the specialty referral decision rendered via secure fax, HIPAA-compliant confidential email, or other electronic system within specified time frame as outlined in Section 1.0, Table 4 and Diagram A.
- 4.2.5 Provide subspecialty referrals to requesting AOM provider with the appropriate medical subspecialist within specified time frame outlined in Section 1.0, Table 4, and Diagram A.
- 4.2.6 Comply with all other DHSP subspecialty referral activity reporting requirements within defined time frame as outlined in Section 1.0, Table 4, and Diagram A.
- 4.2.7 Follow-up with referring AOM provider, no later than 30 days from referral approval, when Contractor notes that a client has not been scheduled to see an MSS provider after referral was approved to ensure the appointment is made. If AOM provider indicates that client has opted for a different course, Contractor must close referral.
- 4.2.8 Ensure that all appointments for referrals are made within 60 days or sooner, as medically indicated, from date of referral approval. If AOM

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provider indicates that client has opted for a different course, Contractor must close referral.

- 4.2.9 Review, approve, and retain documentation of requests from MSS providers for any follow-up visit(s) for clients after attending their first MSS appointment.
- 4.2.10 Coordinate and consult with the participating AOM physician from the referring clinic, as necessary.
- 4.2.11 Facilitate and ensure the provision of a written evaluation from the MSS physician is provided to the referring AOM provider within two (2) weeks of consultation with the client.
- 4.2.12 Maintain a clinical review protocol. Contractor must develop, implement, and revise, as necessary, a clinical review protocol and utilization process managed by a California-licensed physician to ensure proper referrals as outlined in Section 1.0, Table 4 and attached Diagram A and include the following:
- a) Protocol must outline how a request for a client referral from an AOM provider for MSS will be processed and approved or disallowed.
 - b) Protocol must address how the Contractor will manage the adjudication process as a result of disallowed referrals (see Section 1.0, Table 4 for elements that must be included in adjudication process.)
 - c) Protocol must include formal policies and procedures to handle client and provider grievances and complaints, including reporting to DHSP's Grievance Line within two (2) business days of grievance/complaint (<http://publichealth.lacounty.gov/dhsp/QuestionServices.htm>). **Further Reading:**
 - d) Procedures and protocols must be submitted to DHSP thirty (30) days prior to contract implementation.
 - e) Revisions to the procedures and protocols must be submitted for review and approval by DHSP at least thirty (30) days prior to implementation.

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- 4.2.13 Maintain written agreements with all MSS network providers, as required, that contain provisions for communication, both verbal and written, between the referring AOM physician and the consulting physician specialist.
- 4.2.14 Ensure that each MSS network provider's agreement details the process for making referrals for MSS including but not limited to how the referring providers or clients can appeal a disallowed MSS referral request.
- 4.2.15 Maintain written policies and procedures detailing the process for credentialing all MSS providers, including re-credentialing at least once every two (2) years.
- 4.2.16 Maintain written policies detailing how MSS providers with more than three (3) complaints or grievances are addressed by Contractor.
- 4.2.17 Contractor shall ensure MSS provider maintains their facility(ies) in good repair and sufficient to facilitate high-quality, appropriate services. MSS provider's facility and location shall satisfy each of the following requirements:
- a. Meets Americans with Disabilities Act requirements for accessibility;
 - b. Is near public transportation;
 - c. Open during client-friendly hours (e.g., evenings, weekends);
 - d. Free parking is available;
 - e. All equipment needed is in working order;
 - f. Privacy at the front (sign-in area) or reception desk;
 - g. Free of graffiti and trash on grounds and in facility;
 - h. Designated room for all medical services;
 - i. Security provided outside and inside the facility;
 - j. Confidential exam, treatment and interview rooms present and available for use;
 - k. Clear, distinct outside signage; and
 - l. Facilities are clean, well-lit, and clearly marked indicating location of services.

4.3 REIMBURSE NETWORK MSS PROVIDERS FOR SERVICES RENDERED

- 4.3.1 Negotiate a fee-for-service (FFS) rate for MSS (including diagnostic procedures and testing services) that is standardized at no more than 100% of Medicare reimbursement or federally qualified health center (FQHC) rate for each visit type and/or procedure (see United States

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Department of Health and Human Services Centers for Medicare and Medicaid Services: <http://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/FeeScheduleGenInfo/index.html>).

4.3.2 Track, approve and make payment for MSS, diagnostic procedures, and testing services rendered based on the negotiated FFS rate.

4.3.3 Bill DHSP for the aggregated amount reimbursed to MSS providers on a routine basis, as required.

4.4 ENSURE ACCESS TO MSS

4.4.1 Ensure RWP eligible clients have equal access to MSS referrals and appointments regardless of agency affiliation and through appropriate geographic location coverage.

4.4.2 Contractor operating in an In-house Network shall accept appropriate referrals from **any** AOM provider, including those from other agencies, requesting MSS for an eligible RWP client.

4.4.3 Implement a plan providing all AOM providers in LAC equal access to MSS referrals, regardless of the referring site.

4.5 PROMOTE AVAILABILITY OF MSS AND ASSESS CLIENT SATISFACTION

4.5.1 Contractor shall promote the availability of MSS to all AOM clinics.

4.5.2 Contractor shall perform assessments of client's needs and satisfaction by conducting anonymous client satisfaction surveys, at a minimum, annually.

5.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

5.1 Contractors must obtain permission from Director, DHSP or his designee at least sixty (60) days prior to the addition/deletion of service facilities, specific tasks and/or work hour adjustments.

5.2 All changes must be made in accordance with Sub-paragraph 8.1, Amendments.

6.0 CLINICAL QUALITY MANAGEMENT PROGRAM

Contractor must implement a Quality Management (QM) program, as defined in this Contract, Sub-paragraph 9.19, Clinical Quality Management, Sub-paragraph 9.20, Clinical Quality Management (CQM) Plan, as well as participate in the DHSP CQM Program, as described in Sub-paragraph 9.21.

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7.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Sub-paragraph 8.14, County's Quality Assurance Plan. Such evaluation will include assessing Contractor's compliance with all Master Agreement terms and performance standards.

7.1 Meetings

Contractor must meet with the County as requested.

7.2 County Observations

In addition to departmental contracting staff, other County personnel may observe performance and activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.0 HOURS/DAY OF WORK

The Contractor shall provide MSNA Services during the hours that are the most effective and convenient for the population served. Hours may be the standard Monday through Friday, between 8:00 a.m. to 5:00 p.m., but may also include alternate hours such as evenings, late nights, and weekends. Contractor is not required to work on the following County recognized holidays: New Year's Day; Martin Luther King's Birthday; Presidents' Day; Cesar Chavez Day; Memorial Day; Independence Day; Labor Day; Indigenous Peoples Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

9.0 WORK SCHEDULES

- 9.1 Contractor shall maintain a work schedule for each location/facility and submit to the County Project Manager upon request. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames of the tasks to be performed by day of the week and morning, afternoon, and/or evening hours.
- 9.2 Contractor shall notify County Project Manager when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager within thirty (30) working days prior to scheduled time for work.