



**DEPARTMENT OF HEALTH SERVICES**

**REQUEST FOR SERVICES (RFS)**

**FOR**

**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH UNIFIED  
HOME VISITING BILLING SYSTEM CONSULTANT SERVICES**

**RFS No. PATSMA-DPH-052**

**April 2024**

**Prepared By  
Contracts and Grants Division**

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**REQUEST FOR SERVICES (RFS)  
FOR LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH UNIFIED HOME  
VISITING BILLING SYSTEM CONSULTANT SERVICES**

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**REQUEST FOR SERVICES  
FOR CONSULTANT TO LOS ANGELES COUNTY DEPARTMENT OF PUBLIC  
HEALTH UNIFIED HOME VISITING BILLING SYSTEM**

**1.0 REQUEST FOR SERVICES TIMELINE**

**County Department:** Department of Public Health (Public Health)

**Request for Services (RFS) Number:** PATSMA-DPH-052

**Release Date:** [April 24, 2024](#)

**Written Questions Due Date:** [April 30, 2024](#)

**Solicitations Requirements Review:** [April 30, 2024](#)

**Response Due Date and Time:** [May 22, 2024, 11:00 a.m. PT](#)

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**2.0 PROCESS**

The Department of Public Health is soliciting for a qualified corporation or firm (Vendor) who can provide revenue enhancement and billing consulting services.

Vendors interested in this RFS, who do not have an executed Professional and Technical Services Master Agreement (PATSMA), must also respond and be awarded a PATSMA through the Request for Qualifications (RFQ) for a PATSMA, available at <https://doingbusiness.lacounty.gov/>. The selected Vendor must have an executed PATSMA with DHS prior to the award of a Work Order pursuant to this RFS.

**3.0 SCOPE OF SERVICES**

**3.1 Background**

Home Visiting (HV) programs play a crucial role in the national effort to build quality, comprehensive, early childhood systems for pregnant women, parents and caregivers, and children from birth to eight years of age to improve health and development outcomes. Los Angeles County's network of HV programs, which includes programs run or funded by Public Health, is an opportunity for the County to connect with as many pregnant people and new parents as possible, assuring their well-being and awareness of and connection to additional programs they may need in this critical period.

To achieve that connection, Public Health needs a HV network capable of communicating to and serving a broad range of families and of expanding to serve more families, including those with more varied needs, experiencing multiple hardships, are at risk of involvement in child protective services system, and families for whom current, curriculum-based HV models are not suited. The complexities of this network are exacerbated by varied and complex funding sources, each with their own set of requirements, limitations, outcome measures and billing capabilities. Further, the California Advancing and Innovating Medi-Cal (CalAIM) policies present both the opportunity to expand sustainability and revenue for HV services, and the challenge of effectively leveraging such opportunities in a coordinated fashion.

### **3.2 Purpose**

Public Health seeks a vendor to design and implement a Unified Home Visiting Billing System (UHVBS) to establish a cohesive, cross-program financing system that will support HV expansion and coordination, ensuring that families are supported based on the home visiting program and model that meets their needs, regardless of funding source. This requires facilitation and coordination across various home visiting providers and models, along with their varied funding sources by way of establishing working relationships with funders ultimately resulting in memoranda of understanding (MOU) that will allow the system to bill them on behalf of Public Health and other HV providers. The contractor will also be required to work closely with Los Angeles Best Babies Network (LABBN) who is creating and maintaining a data lake on behalf of Public Health and collaborative partners. The data lake is a collaborative home visiting program data warehouse. The billing system would be a complement to the data lake.

Public Health is seeking to enter into a Work Order with a qualified firm (Vendor) for revenue enhancement and billing consulting services for the design and implementation of Public Health's UHVBS. The UHVBS will allow Public Health HV program service providers and their contractors/partners to connect clients with the appropriate supportive home visiting services (e.g., the best model for child/family needs) while optimizing reimbursement across a variety of home visiting funding sources. The Vendor must have strong knowledge of public health systems and services; have recent experience providing health care revenue and billing consulting services to one or preferably, more local public health jurisdictions; and have experience negotiating contracts and/or Memoranda of Understanding (MOU) with health care payers for Billable Services.

The Vendor must provide appropriate staffing to effectively communicate and coordinate with Public Health and carry out the activities listed in Section 3.0 - SCOPE OF SERVICES.

The vendor will work closely with Public Health staff to develop and implement a UHVBS and revenue enhancement plan; identify unified billing rates for home visiting services, as well as relevant complimentary services, establish payment agreements (e.g., MOU, and/or contracts) with identified payers and collaboration agreements with participating partners and public health contractors; and implement strategies designed to improve processes, optimize revenue generation, and ensure funding source accountability requirements are met.

### **3.3 Services**

The selected contractor(s) will provide Services according to the requirements described in Attachment E, STATEMENT OF WORK (SOW).

## **4.0 MINIMUM REQUIREMENTS**

Interested Vendors that can demonstrate their ability to provide the services in this RFS, Section 3.0 - SCOPE OF SERVICES, Sub-section 3.3, Services are encouraged to respond to this solicitation provided they meet the following minimum requirements:

**4.1** A) Vendor must hold current status as a PATSMA contractor.

**OR**

B) Vendors that do not have current status as a PATSMA contractor may respond to this RFS if they submit a Response to DHS' RFQ for PATSMA and are issued a PATSMA. Vendors who fall into this category must respond to BOTH the RFQ and this RFS by May 22, 2024, at 11:00 a.m. To be considered for this RFS, these Vendors must meet the qualifications to be a PATSMA contractor. The RFQ can be found at: <https://doingbusiness.lacounty.gov/>.

**4.2** Vendor or Vendor's principal (i.e., President, Vice President, Chief Executive Officer, or Director) must have a minimum of three (3) years of health care revenue and billing consulting experience in the last five (5) years.

**4.3** The Vendor or Vendor's principal must have provided revenue and billing consulting services to at least one (1) public health, community health, or migrant health systems client within the last five (5) years.

- 4.4 The Vendor or Vendor's principal must have established at least one (1) contract or MOU with health care payers for clinical, pharmacy, or laboratory services on behalf of clients, within the last five (5) years.
- 4.5 The Vendor must have at least five (5) years of experience working with community-based organizations providing facilitation, consultation services or partnerships on projects related to public health, health, or public policy.
- 4.6 The Vendor or the Vendor's Principal must have at least five (5) years of experience facilitating effective cross-sector collaboration (e.g., government and community partners).
- 4.7 The Vendor or the Vendor's Principal must have at least five (5) years of experience providing expert consultation to public agencies regarding health care/government billing and claims systems; including working on system design with attention to privacy regulations pertaining to sharing protected health information and related data for delivering/paying for health care and social services.
- 4.8 Vendor has not had any finding(s) made by a public entity of financial mismanagement, financial impropriety, or determination of non-responsibility, on any contract or solicitation with a public entity in Los Angeles County, within the past five (5) years. Vendor must complete Attachment F, LIST OF PUBLIC ENTITY CONTRACTS.
- 4.9 **(This requirement only applies to Vendors that have had a County contract reviewed by the Department of the Auditor-Controller within the last 10 years).** Vendor does not have unresolved questioned costs identified by the Department of 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.

## 5.0 WORK ORDER TERM

It is anticipated that the term of the Work Order will be effective upon date of execution for a period of two years.

The County reserves the right to extend the term of the Work Order, at its sole discretion, to allow the selected Vendor additional time to complete and provide all deliverables, at no additional cost to the County.

## 6.0 COUNTY'S ESTIMATED FUNDING AVAILABILITY

County anticipates awarding one Work Order in the amount up to \$780,000. County reserves the right to adjust the amount of funding and services under any resulting Work Order.

## 7.0 SPECIFIC PROVISIONS

The table below indicates whether additional provisions and/or Exhibits will be required for this Work Order.

Yes	No	Specific Provisions/Exhibits
X		Transmittal Form to Request a Solicitation Requirements Review (Attachment A)
X		Budget (Attachment B)
X		Project References (Attachment C)
	X	Additional Insurance Requirements
X		Business Associate Agreement (Attachment D)
X		Statement of Work (Attachment E)
	X	Information Security Requirements
X		List of Public Entity Contracts (Attachment F)
X		Submission Instructions (Attachment G)
X		Response to Requested Information (Attachment H)
X		Pending Litigation and Judgements (Attachment I)

## 8.0 CONTACT WITH COUNTY PERSONNEL

All communication regarding this Solicitation or any matter relating thereto must be in writing and e-mailed to the following:

Meline Khatchatrian, Contracts Analyst  
E-mail address: [mkhatchatrian@ph.lacounty.gov](mailto:mkhatchatrian@ph.lacounty.gov)

If it is discovered that a Vendor contacted and received information from any County personnel, other than the contact specified above, regarding this solicitation, County, in its sole determination, may disqualify their Response from further consideration.



## **9.0 VENDOR'S QUESTIONS**

- 9.1** Vendors may submit written questions regarding this solicitation to the e-mail address identified in Section 8.0 – CONTACT WITH COUNTY PERSONNEL. All questions submitted will be compiled, without identifying the submitting Vendor and, along with the appropriate answers, will be issued as an addendum to the RFS and made available at <https://doingbusiness.lacounty.gov/>.
- 9.2** When submitting questions, identify the solicitation title and number in the subject line. The body of the e-mail should indicate the solicitation section number and page number and quote the language that prompted the question. The County reserves the right to group similar questions when providing answers. Any questions regarding the solicitation process after the initial due date and time may be submitted to the contact listed in Section 8.0 – CONTACT WITH COUNTY PERSONNEL.

## **10.0 SOLICITATION REQUIREMENTS REVIEW**

Any person or entity may seek a Solicitation Requirements Review by submitting Attachment A – TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW to the Department conducting the solicitation as described in this section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request is made within the time frame identified in the solicitation document;
2. The request includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a Response;
3. The request itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request asserts that either:
  - a. application of the minimum requirements, review criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible Responses from prospective Vendors.

Requests for a Solicitation Requirements Review not satisfying all of these criteria may, in the Department's sole discretion, be denied. The Solicitation Requirements

Review will be completed and the Department's determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the Response due date.

## **11.0 SUBMISSION INSTRUCTIONS**

The Vendor must email one (1) Response to the e-mail address listed in Section 8.0 – CONTACT WITH COUNTY PERSONNEL, by the Response Due Date and Time indicated on page 1 of this solicitation. It is the sole responsibility of the submitting Vendor to ensure that its solicitation Response is received before the submission deadline.

## **12.0 TRUTH AND ACCURACY OF REPRESENTATIONS**

False, misleading, incomplete, or deceptively unresponsive statements in connection with any Response will be sufficient cause for rejection of the Response. The review and determination in this area will be at the sole judgment of the Director of Health Services and his/her judgment will be final. A Vendor who is disqualified pursuant to this Section 12.0 may be debarred from working with the County.

## **13.0 VENDOR'S RESPONSE**

The RFS Response must be submitted in PDF format, and must contain the following content and be prepared in the following sequence:

### **13.1 Cover Letter**

Cover Letter on Vendor's letterhead. The letter must be a maximum of **one (1) page** in length and must include:

- RFS title and number, indicated in Section 1.0 – RFS Timeline;
- Vendor's legal name and address; and
- Name, address, telephone number, and e-mail address of the person authorized to make representations for the Vendor.

### **13.2 Table of Contents**

The Table of Contents must be a comprehensive listing of materials included in the RFS. This section must include a clear definition of the material identified by sequential page numbers and by section reference numbers.

### **13.3 Vendor's Minimum Requirements**

Provide a narrative that demonstrates how your firm or organization meets the minimum requirements in RFS, Section 4.0 – MINIMUM REQUIREMENTS, including a description of relevant project(s) and

background information, with project(s)/contract(s) start and end dates (month and year) and locations.

### **13.4 Vendor's Experience and Personnel**

**13.4.1 Project-specific desired experience:** Provide an overview of your firm's knowledge and experience with evidence-based home visiting programs, home visiting system design and CalAIM implementation ; Experience working in/working with systems of care funded by local, state, and federal funding sources (particularly in California); Experience in writing reports and presenting to groups; Experience and skills to support effectively supporting projects centered on cross-sector collaboration (e.g., cultural humility, flexibility/adaptability). Ensure your response includes a description of the projects and any experience working with County departments, non-profit organizations, or other public sector organizations.

**13.4.2** Provide an organizational chart/list, description, and resumes of key personnel that will be responsible for the delivery of services and their roles. Include relevant personnel experience, professional certifications/licenses, education, training, special skills and other abilities to successfully perform the required services, as described in RFS, Section 3.0 – SCOPE OF SERVICES.

### **13.5 Vendor's Approach and Methodology**

Provide a detailed description of your approach and methodology to provide services as described in Section 3.0 – SCOPE OF SERVICES. The response must include information that will provide Public Health with a clear understanding that your firm has the ability to meet or exceed the services requested in this RFS, including:

**13.5.1** Systematic approach to data gathering and review and content/topics relevant to the Scope of Services (e.g., gray literature review, government report review).

**13.5.2** Systematic approach to gathering information from local experts and key stakeholders (e.g., key informant interviews, facilitated discussions).

**13.5.3** Community engagement approach – garnering input and buy-in for collective action.

**13.5.4** Systematic approach to leveraging Medi-Cal billing innovations and policies alongside complex funding models to design billing and reimbursement systems for programs and initiatives with multiple,

complex funding sources and requirements.

Reference to or repetition of the requirements from this RFS does not constitute a “good understanding.” Complete, yet concise, supplementary strategies, procedures, methods, explanations, and descriptions are also required to make possible the County’s review as to the Vendor’s understanding.

### **13.6 Transmittal Form to Request a Solicitation Requirements Review (Attachment A)**

### **13.7 Vendor’s Budget (Attachment B)**

Complete Attachment B – Budget, to support your funding as described in RFS, Section 3.0 - SCOPE OF WORK. The County reserves the right to negotiate pricing.

Provide a budget narrative detailing expenses to support your Response to Attachment B – Budget.

**Responses that do not clearly indicate the maximum total cost to complete the project may, at the discretion of the County, be rejected.**

### **13.8 Vendor’s References (Attachment C)**

Provide two (2) references who can validate your experience and years of service for project(s)/contract(s) cited in your detailed narrative provided in response to the RFS, Section 13.3 - Vendor’s Minimum Requirements, by completing Attachment C – Project References.

It is each Vendor’s sole responsibility to ensure that the reference contact names, phone numbers, and e-mail addresses are accurate and that all fields identified on Attachment C – Project References are completed.

The County may disqualify a Vendor if:

- Reference(s) fails to substantiate that the Vendor, as an entity, provided the services; or
- Reference(s) fails to substantiate the Vendor’s description of the services provided; or
- Reference(s) fails to substantiate the Vendor’s years of service provided; or

- Reference(s) fails to support that the Vendor has a continuing pattern of providing capable, productive and skilled personnel; or
- The County is unable to reach the point of contact with reasonable effort. It is the Vendor's responsibility to inform the references' point of contact of the County's intent to contact them for a reference during the County's normal working hours of Monday through Friday, 8:00 a.m. – 5:00 p.m. local time.

### **13.9 HIPAA Business Associate Agreement (Attachment D)**

### **13.10 List of Public Entity Contracts (Attachment F)**

### **13.11 Submission Instructions (Attachment G)**

### **13.12 Response to Requested Information (Attachment H)**

### **13.13 Pending Litigation and Judgements (Attachment I)**

## **14.0 REVIEW AND SELECTION PROCESS**

The County reserves the sole right to exercise its judgment concerning the selection and review of the contents of the Responses submitted pursuant to this RFS and to determine which Respondent best serves the interests of the County.

As a result of this RFS, the County may:

1. Request further information, documents, presentations, demonstrations, and/or conference call(s) or in-person interviews substantiating Vendors' qualifications, experience, and readiness to provide the services described in the RFS;
2. Enter into contract negotiations based on Vendor's submission; and/or
3. Take no further action.

### **14.1 Response Selection Process**

The selection process will begin with receipt of the Response. Review of the Responses will be conducted in two phases. Phase One will be conducted by the DHS Contracts and Grants Division, and Phase Two will be conducted by a Review Committee selected by the County. The Review Committee will conduct a comparative review to assess each Response as defined in the criteria listed below and select the highest-ranked Vendor.

## **14.1.1 Phase One – (Pass/Fail)**

### **14.1.1a Adherence to the Minimum Requirements**

During Phase One, a pass/fail review will be made of the Responses to determine compliance with the Vendor's Minimum Requirements as indicated in Section 13.3 of this RFS. Failure by the Vendor to comply and demonstrate that it meets the Minimum Requirements may result in its Response being disqualified without further review and consideration in the County's sole discretion. The pass/fail criteria are:

- Response was received by the Response Due Date and Time. Any Responses received after the "Response Due Date and Time," as listed in Section 1.0, REQUEST FOR SERVICES TIMELINE, may be eliminated from consideration by DHS at its sole discretion.
- Vendor meets the Minimum Requirements as set forth in RFS, Section 4.0 - MINIMUM REQUIREMENTS.

### **14.1.1b Verification Process**

A review will be conducted of the Vendor's business status by checking with all applicable databases and the references, as acceptable or unacceptable. The review includes, but not be limited to, databases available with the California Secretary of State – Business Programs, California State's Suspended and Ineligible Provider List for Medi-Cal, Federal Debarment List, Federal System for Award Management, and if applicable, and a review of the Auditor Controller's Intranet website, and the Contractor Alert Reporting Database reflecting past performance history on County contracts. The following Attachments shall be reviewed to determine the Vendor's business status.

1. Attachment F – LIST OF PUBLIC ENTITY CONTRACTS

The County requires this information to determine if the Vendor meets the minimum requirement as described in RFS, Section 4.0, MINIMUM REQUIREMENTS, Sub-Section 4.9.

## 2. Attachment C – PROJECT REFERENCES

The Vendor must provide two (2) or more references who can validate the Vendor's experience and dates of service listed in response to the RFS, Attachment C, Section 13.3 Vendor's Minimum Requirements. Use additional pages as necessary. It is the sole responsibility of the Vendor to ensure that the reference contact information is up to date and the reference contact person has been notified. The County may disqualify the Vendor if any reference fails to uphold any of the requested information or is unreachable within reasonable effort.

## 3. Attachment I – PENDING LITIGATIONS AND JUDGEMENTS

The County will be reviewing the number and type of judgments or pending litigation that may interfere with current agreements or prohibit the Vendor from entering into a new agreement.

### **14.1.2 Phase Two – Review of Written Material (Comparative Review)**

Phase Two will be conducted by a Review Committee selected by the County. The Review Committee will conduct a comparative review to assess each Response as defined in the criteria listed below and select the highest ranked Vendor.

#### **A. Vendor's Personnel and Experience**

The Vendor will be reviewed on the appropriateness and suitability of its Response to Attachment H, RESPONSE TO REQUESTED INFORMATION, Section 13.4 Vendor's Experience and Personnel to determine if the Vendor has the qualifications, experience, and capacity to provide the services outlined herein.

#### **B. Vendor's Approach and Methodology**

The Vendor will be reviewed on the appropriateness and suitability of its Response to Attachment H, RESPONSE TO REQUESTED INFORMATION, Section 13.5, Vendor's Approach and Methodology to determine if the Vendor's response has a superior approach to conducting the requested analyses.

## **C. Vendor's Budget**

A review will be conducted on the appropriateness of the Vendor's Response to Attachment B, BUDGET.

The County retains the right to select a Response other than the highest ranked Response if County determines, in its sole discretion, another Response is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

### **15.0 DISQUALIFICATION REVIEW**

A Response may be disqualified from consideration because the County determined that Vendor does not meet the Minimum Requirements and/or was non-responsive at any time during the review/selection process. If the County determines that a Response is disqualified due to failure to meet the Minimum Requirements and/or non-responsiveness, the County will notify the Vendor in writing.

Upon receipt of the written determination of non-responsiveness, the Vendor may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Vendor.
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the County's disqualification of the Response was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.
4. The Disqualification Review shall be completed and the determination shall be provided to the requesting Vendor, in writing, prior to the conclusion of the selection process.

### **16.0 APPEAL RIGHTS**

#### **16.1 Debriefing Process**

16.1.1 Upon completion of the review, the Department will notify the remaining Vendors in writing that the Department is entering negotiations with another Vendor. Upon receipt of the letter, any



non-selected Vendor may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

16.1.2 The purpose of the Debriefing is to compare the requesting Vendor's Response to the Solicitation document with the review document. The requesting Vendor will be debriefed only on its Response. Because Work Order negotiations are not yet completed, Responses from other Vendors will not be discussed or disclosed, although the Department may inform the requesting Vendor of its relative ranking.

16.1.3 Vendor may submit an appeal within two (2) days after the Debriefing if the requesting Vendor is not satisfied with the results of the Debriefing.

## 16.2 **Appeal Process**

The County will consider any appeal regarding Vendors not recommended for award of a Work Order under this RFS, if such appeal would change the outcome of the Work Order award selection and is received in writing by the DHS Contracts and Grants Division by the deadline indicated in Section 16.1.3 of the RFS. An appeal may, in DHS' sole discretion be denied if the request does not satisfy all of the following criteria.

16.2.1 The request for an appeal is submitted timely;

16.2.2 The person or entity appealing asserts, in appropriate detail with factual reasons, one or more of the following grounds for review:

A. The County materially failed to follow procedures specified in its RFS.

This includes:

1. Failure to correctly apply the standards for reviewing the Response format requirements.
2. Failure to correctly apply the standards and/or follow the prescribed methods, for reviewing the Responses as specified in the RFS.
3. Use of review and selection criteria that was different from the criteria disclosed in the RFS.

B. A member of the Review Committee demonstrated bias in the conduct of the review.

C. Another basis for review as provided by State or federal law.

Vendors will be notified by the DHS Contracts and Grants Director of the decision on any appeal which is received by the Department in a timely manner. Such notification will explain the basis for the decision. The DHS Contracts and Grants Director's decision on any appeal will be final.

## 17.0 WORK ORDER AWARD

A Work Order will be executed with the selected Vendor as authorized under delegated authority by the County's Board of Supervisors. The Statement of Work to the Work Order must be agreed upon by the selected Vendor and the County, based on the Vendor's Response.

## 18.0 NOTICE TO VENDORS REGARDING THE PUBLIC RECORDS ACT

18.1 Responses to this solicitation become the exclusive property of the County.

18.2 Exceptions to disclosure are those parts or portions of all Responses that are justifiably defined as business or trade secrets, and plainly marked by the Vendor as "Trade Secret", "Confidential", or "Proprietary".

18.3 The County will 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 will not be deemed sufficient notice of exception. The Vendors must specifically label only those provisions of their respective Response which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

18.4 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Response marked "Trade Secrets," "Confidential," or "Proprietary," Vendor agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

## 19.0 COUNTY RIGHTS AND RESPONSIBILITIES

The County has the right to amend, re-issue, or cancel this RFS by written addendum. The County is responsible only for that, which is expressly stated in

this solicitation document and any authorized written addenda thereto. Such addendum will be made available and can be found at <https://doingbusiness.lacounty.gov/>. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Response not being considered, as determined in the sole discretion of the County. The County is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

**TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW**

*Vendor requesting a Solicitation Requirements Review must submit this form to the County within the timeframe identified in the solicitation document.*

Vendor Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Review Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

For each area contested, Vendor must explain in detail the factual reasons for the requested review. *(Attach supporting documentation.)*

Request submitted by:

\_\_\_\_\_ *(Name)*

\_\_\_\_\_ *(Title)*

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

**BUDGET**

**Instructions: Complete this form in accordance with RFS, Section 13.7 - Budget. Do not change headings.**

**VENDOR'S NAME:**

	Number of Employees	Salary/Cost <i>(Inclusive of Benefits if applicable)</i>	Description/Justification
<b>Positions</b>			
<b>Subtotal Positions</b>			

	Cost	Description
<b>Services and Supplies</b>		
<b>Subtotal Services/Supplies</b>		
<b>TOTAL BUDGET</b>		

PROJECT REFERENCES

Vendor’s Name:

Instructions: Provide two (2) references to validate the Agency’s experience and dates of service listed in response to the RFS, Attachment H, Response to Requested Information, Section 4.1, Vendor’s Minimum Requirements. Use additional pages as necessary. It is each Vendor’s sole responsibility to ensure that the reference contact names, phone numbers, and e-mail addresses are accurate and that all fields are completed. Misleading, incomplete, or deceptively unresponsive statements in connection with this Response may result as being deemed non-responsive as indicated in RFS, Section 15.0, Disqualification Review.

The County may disqualify a Vendor if:

- The References fail to substantiate that the Vendor, as an entity, provided the services; or
- The Reference fails to substantiate the Vendor’s description of the services provided; or
- The Reference fails to substantiate the Vendor’s years of service provided; or
- The Reference fails to support that the Vendor has a continuing pattern of providing capable, productive, and skilled personnel; or
- The County is unable to reach the point of contact with reasonable effort. It is the Vendor’s responsibility to inform the references’ point of contact of County’s normal working hours: Monday through Friday, 8 a.m. – 5 p.m., local time.

Reference 1:

<b>Name of Firm:</b>	<b>Firm has been notified about this Reference Check:</b> <input type="checkbox"/>
<b>Address of Firm:</b>	
<b>Contact Person:</b>	
<b>Telephone #:</b> - -	
<b>E-mail Address:</b>	
<b>Project Name or Contract No.</b>	<b>Specific Date of Contract – From - To</b> - - - - -
<b>Type of Service:</b>	<b>Annual Dollar Amount:</b> \$

PROJECT REFERENCES

Reference 2:

<b>Name of Firm:</b>	<b>Firm has been notified about this Reference Check:</b> <input type="checkbox"/>
<b>Address of Firm:</b>	
<b>Contact Person:</b>	
<b>Telephone #:</b> - -	
<b>E-mail Address:</b>	
<b>Project Name or Contract No.</b>	<b>Specific Date of Contract – From - To</b> - - - - -
<b>Type of Service:</b>	<b>Annual Dollar Amount:</b> \$

**BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE  
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”).

Contractor performs or provides functions, activities or services to County that require Contractor, in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement (“Business Associate Agreement”) between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

1.1 “Breach” has the same meaning as the term “breach” at 45 C.F.R. § 164.402.

1.2 “Business Associate” has the same meaning as the term “business associate” at 45 C.F.R § 160.103. For the convenience of the parties, a “business associate” is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A “business associate” also is a subcontractor that creates,



receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement “Business Associate” will mean Contractor.

1.3 “Covered Entity” has the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, “Covered Entity” will mean County.

1.4 “Data Aggregation” has the same meaning as the term “data aggregation” at 45 C.F.R. § 164.501.

1.5 “De-identification” refers to the de-identification standard at 45 C.F.R. 164.514.

1.6 “Designated Record Set” has the same meaning as the term “designated record set” at 45 C.F.R. § 164.501.

1.7 “Disclose” and “Disclosure” mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

1.8 “Electronic Health Record” means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)

1.9 “Electronic Media” has the same meaning as the term “electronic media” at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

1.10 Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.11 Health Care Operations” has the meaning as the term “health care operations” at 45 C.F.R. § 164.501.

1.12 Individual” has the same meaning as the term “individual” at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).

1.13 Law Enforcement Official” has the same meaning as the term “law enforcement official” at 45 C.F.R. § 164.103.

1.14 Minimum Necessary” refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).

1.15 Protected Health Information” has the same meaning as the term “protected health information” at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Protected Health Information.

1.16 Required By Law” has the same meaning as the term “required by law” at 45 C.F.R. § 164.103.

1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.

1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.

1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.

1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)

1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.

2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.

2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.

3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate must comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. **REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.

5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate must provide, to the extent available, all

information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.

5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.2. Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach

and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

(b) The number of Individuals whose Protected Health Information is involved;

(c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

(d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

(e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

(f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

(g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and

(h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Sub-paragraph 5.1.3, if a law enforcement official states to Business Associate that

notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.

6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate must immediately notify County.

6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) must



require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.

6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.

6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.

7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

**8. AMENDED OF PROTECTED HEALTH INFORMATION**

8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.

8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 must include:

- (a) The date of the Disclosure;

(b) The name, and address if known, of the entity or person who received the Protected Health Information;

(c) A brief description of the Protected Health Information Disclosed; and

(d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate must document the information specified in Sub-paragraph 9.1.1, and must maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Sub-paragraph 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## **11. AVAILABILITY OF RECORDS**

11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity

available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, will be subject to review and approval by Covered Entity, and must include, to the extent possible:

(a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

(e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.

13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

#### **14. INDEMNIFICATION**

14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF A COVERED ENTITY**

15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

**16. TERM**

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 11, 14, and 18 will survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DEPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, must destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate will retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is feasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.

18.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

**19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose of determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.

19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.



19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**20. MISCELLANEOUS PROVISIONS**

20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.

20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.

20.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

20.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

**STATEMENT OF WORK**

UNIFIED HOME VISITING BILLING SYSTEM  
CONSULTANT SERVICES

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## STATEMENT OF WORK (SOW)

This Attachment E sets forth the general terms of the Statement of Work ("SOW") for Unified Home Visiting Billing System (UHVBS) ("Services" or "services") to be provided by Contractor pursuant to the Agreement(s) resulting from the Request for Services (RFS).

### 1.0 SCOPE OF WORK

#### Background

Home Visiting (HV) programs play a crucial role in the national effort to build quality, comprehensive, early childhood systems for pregnant women, parents and caregivers, and children from birth to eight years of age to improve health and development outcomes. Los Angeles County's network of HV programs, which includes programs run or funded by the Department of Public Health (Public Health), is an opportunity for the County to connect with as many pregnant people and new parents as possible, assuring their well-being, awareness of, and connection to additional programs they may need in this critical period.

To achieve that connection, Public Health needs a HV network capable of communicating to and serving a broad range of families, with the capability of expanding to serve more families, including those with more varied needs, experiencing multiple hardships, whom are at risk of involvement in the child protective services system, and families for whom current, curriculum-based HV models are not suited. The complexities of this network are exacerbated by varied and complex funding sources, each with their own set of requirements, limitations, outcome measures and billing capabilities. Further, the California Advancing and Innovating Medi-Cal (CalAIM) policies present both the opportunity to expand sustainability and revenue for HV services, and the challenge of effectively leveraging such opportunities in a coordinated fashion.

Contractor will design and implement a UHVBS to establish a cohesive, cross-program financing system that will support HV expansion and coordination such that families are supported based on the HV program and model that meets their needs regardless of funding source. This requires coordination across various HV providers and models, along with their varied funding sources, by way of establishing working relationships with funders, ultimately resulting in memoranda of understanding that will allow the system to bill them on behalf of Public Health and other HV providers. The vendor will also be required to work closely with Los Angeles Best Babies Network (LABBN) who is creating and maintaining a data lake on behalf of Public Health and collaborative partners. The data lake is a collaborative HV program data warehouse. The billing system would be a compliment to the data lake.

The UHVBS will allow Public Health HV program service providers and their contractors/partners to connect clients with the appropriate supportive home visiting services (e.g., the best model for child/family needs) while optimizing reimbursement

across a variety of home visiting funding sources. The Vendor must have strong knowledge of public health systems and services, have recent experience providing health care revenue and billing consulting services to one or preferably, more local public health jurisdictions, and have experience negotiating contracts and/or Memoranda of Understanding (MOU) with health care payers for Billable Services.

## 2.0 DEFINITIONS

Unless defined herein, the terms and phrases used throughout this Statement of Work shall have the meanings given to such terms in the Master Agreement or the RFS. The terms and phrases used throughout this Statement of Work, with the initial letter capitalized where applicable, will have the meanings specified below in this Section 2.0.

## 3.0 SCOPE OF SERVICES

Activities will include, but are not limited to the list below, and may be removed, and/or modified as needed to meet Public Health needs, priorities, and available resources at the discretion and direction of Public Health.

Vendor will work closely with Public Health staff to:

- Develop and implement a UHVBS and revenue enhancement plan;
- Identify unified billing rates for HV services as well as relevant complimentary services;
- Establish payment agreements (e.g., MOU, and/or contracts) with identified payers and collaboration agreements with participating partners and public health contractors;
- Implement strategies designed to improve processes, optimize revenue generation; and
- Ensure funding source accountability requirements are met.

Activities will include, but are not limited to the list below, and may be removed, and/or modified as needed to meet Public Health needs, priorities, and available resources at the discretion and direction of Public Health.

3.1 By 15 days after effective date: Develop a detailed project management work plan for design and implementation of the Public Health, Maternal, Child and Adolescent Health (MCAH).

3.1.1 The work plan will include:

- Description of key internal and external stakeholders and partners working to support the Los Angeles County (LAC) HV network.
- Identification of key contacts within Public Health and other County units who will administratively support the UHVBS and should be involved in system design and implementation – including but not limited to Finance, Information Technology, and County Counsel.

- Description of an approach to project management, including meeting cadence, a system to regularly communicate progress and updates to MCAH and Department heads, and a specific timeline with key deliverables noted.
- 3.1.2 Submit project management work plan for approval to MCAH Director and Health Promotion Bureau (HPB) Deputy Director.
- 3.2 By 30 days after effective date: Develop a comprehensive and detailed crosswalk of all HV models and their funding sources currently offered or accessed by MCAH and its contractors.
- 3.2.1 Document model components (structure of program, evidence-based protocols applied, if any), provider qualifications, and client/family eligibility criteria.
- 3.2.2 Document funding sources by type, including any restrictions of use; uses (staff item coverage, vs. billing for staff time, vs. billing for service rendered), and contacts for each funding source.
- 3.2.3 Submit crosswalk for approval to MCAH Director and HPB Deputy Director.
- 3.3 By 90 days after effective date: Develop, in collaboration with the MCAH HV Systems Director, a plan of activities to achieve buy-in from LAC HV funding sources to support the use of a UHVBS.
- 3.3.1 Develop plan of activities.
- 3.3.2 Assist Public Health in drafting Memoranda of Understanding (MOUs) with funders describing their support of the UHVBS for review and approval to MCAH Director and HPB Deputy Director.
- 3.4 By 6 months after effective date: Develop a business requirements document, including minimum requirements for the UHVBS, ready for use in UHVBS design, implementation, and launch.
- 3.4.1 Draft business Requirements document that includes:
- Requirements regarding how the system will capture characteristics of the HV program client/family related to eligibility for a particular HV program model.
  - Requirements regarding how the system will capture characteristics of the HV program client/family related to eligibility for HV program funding for a particular HV funding source.
  - Requirements for the system to – in an automated fashion – reconcile all client characteristics to assign them to an HV program and funding source that meets their needs and optimizes reimbursement for services rendered.
  - Funder requirements, including standards for billing, auditing, and accountability.

- Public Health’s (partnership) Finance requirements.
  - Public Health Information Technology’s security and privacy (partnership) requirements.
- 3.4.2 Work with Los Angeles Best Babies Network (LABBN) to share UHVBS business requirements document with County HV service providers, County HV Consortium and HV Collaborative Leadership Council (CLC) and modify based on feedback.
- 3.4.3 Work with Los Angeles Best Babies Network (LABBN) and Public Health to engage individuals with lived experience in design and workflow considerations as appropriate and applicable and modify based on feedback.
- 3.4.4 Submit business requirements document for approval to MCAH Director, HPB Deputy Director, Public Health Finance, and Public Health Information Technology. Ensure that final UHVBS business requirements document is endorsed by LABBN and providers.
- 3.5 By 6 months after effective date: Ensure that the UHVBS is co-designed and co-tested with existing County HV service providers.
- 3.5.1 Work with LABBN to gather input from the County HV Consortium and HV Collaborative Leadership Council (CLC) on UHVBS design.
- 3.5.2 Ensure that LABBN and providers are involved in UHVBS prototyping and final product testing.
- 3.5.3 Ensure that final UHVBS design elements are endorsed by LABBN and providers.
- 3.5.4 Submit final design elements for approval to MCAH Director, HPB Deputy Director, HV Consortium, and HV CLC.
- 3.6 By 9 months after effective date: Identify and contract with an entity to design and launch the UHVBS, on behalf of MCAH. Process should be guided by technical experts, experts on third-party payment and reimbursement, experts on provider interface, and legal experts with knowledge of privacy regulations and its requirements in relation to billing.
- 3.6.1 Maintain executed contract with entity to design and launch the UHVBS, with entity vetted and approved by LA County DPH PHIS, MCAH Director and HPB Deputy Director.
- 3.7 By 12 months after effective date: Facilitate testing of the proposed UHVBS by MCAH and partner HV service providers.
- 3.7.1 Facilitate testing with LABBN and their partners, and organizations and individuals identified by the HV Consortium and HV CLC.
- 3.7.2 Submit report documenting findings of system testing and resulting modifications, completed in partnership with subcontracted entity.



3.7.3 Transfer of ownership of system to LAC DPH upon completion, along with any relevant licenses. Process should be guided by LAC DPH PHIS.

3.8 By 18 months after effective date: Ensure the UHVBS is live in the production environment (available for use by MCAH HV service providers with billing and claiming invoice data being generated for use with funders.

## **4.0 RESPONSIBILITIES – COUNTY**

### **4.1 Personnel**

The County will administer the Agreement according to Paragraph 6.0, ADMINISTRATION OF AGREEMENT - COUNTY of the required Agreement. Specific duties will include:

- 4.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.
- 4.1.2 Ensuring Contractor's compliance with County's applicable Technical Standards.
- 4.1.3 Reviewing and approving project tasks, services, and other work.
- 4.1.4 Coordinating with Contractor's designated staff, on a regular basis, regarding the performance of Contractors.
- 4.1.5 Providing direction to the Contractor in areas relating to policy, information system and procedural requirements.
- 4.1.6 Reviewing and approving Contractor invoices.

Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Sub-paragraph 8.1, AMENDMENTS.

## **5.0 RESPONSIBILITIES – CONTRACTOR**

### **5.1 Work Order Program Manager**

- 5.1.1 The Contractor must provide a Program Manager and a designated alternate who will be responsible for day-to-day activities, management and coordination of the Work Order. The County must have access to the Program Manager during regular business hour; 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 5.1.2 Program Manager will act as a central point of contact with the County.

- 5.1.3 Program Manager must have minimum of number years of type of services experience.
- 5.1.4 Program Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Program Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.
- 5.1.5 The Contractor must maintain recruitment records, to include, but not be limited to:
  - 5.1.5.1 Job description of all positions funded under this agreement;
  - 5.1.5.2 Staff résumé(s); and
  - 5.1.5.3 Documentation of appropriate degrees, licenses, and/or required experience.

## **5.2 Personnel**

- 5.2.1 The Contractor must assign a sufficient number of employees to perform the required work and where there is a vacancy, a replacement shall be made within thirty (30) days. All employees shall be approved by the County Program Manager before being assigned to the Work Order.
- 5.2.2 All of Contractor's personnel/staff providing services under the Agreement must be able to effectively communicate in English, both orally and in writing.
- 5.2.3 All of Contractor's personnel/staff providing services under the Agreement must be HIPAA certified in compliance with County Public Health policies. Contractor will assist staff by making available HIPAA training modules.
- 5.2.4 Contractor shall closely monitor its employees providing services under the Agreement, including for the purposes of detecting operational irregularities, noncompliance with contractual requirements and/or the need for re-training on cleaning standards and protocols. It is the Contractor's executive, management and/or supervisory employees' responsibility to ensure that the Contractor oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the County.

## **5.3 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

## **6.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Work Order using the quality assurance procedures as defined in Master Agreement, Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Sub-paragraph 8.17, COUNTY'S QUALITY ASSURANCE PLAN.

### **6.1 Meetings**

The Contractor is required to attend any scheduled meetings with County staff.

### **6.2 County Observations**

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

## **7.0 PROPRIETARY CONSIDERATIONS**

County and Vendor agree to protect the security of all data, materials, and information developed and or produced under this agreement. Further, County and Vendor agree to use best efforts to protect all such data, materials, and information from loss or damage by any cause, including, but not limited to, fire and theft.

## **8.0 INVOICES**

County will compensate for the work performed according to budget schedules attached.

Vendor must bill County monthly in arrears. All billings must include a financial invoice and all required reports and/or data. Monthly invoices are due by the 15th calendar day of the following month.

## **9.0 COMMITMENT TO EQUITY**

Vendor must operate in alignment with the County's commitment to anti-racism, diversity, and inclusion in its hiring, contracting, and collaborator/community engagement processes and conduct themselves in accordance with the County's Policy of Equity: <https://ceop.lacounty.gov/policy-of-equity/> .

**LIST OF PUBLIC ENTITY CONTRACTS**

**VENDOR'S NAME:**

**Instructions:** Complete Attachment F, List of Public Entity Contracts for each contract awarded to your agency by a public entity within the last 5 years (active and/or expired), as referenced in Attachment H, Response to Requested Information, Section 3.1.C.

<p><b>Please indicate if your Agency has a Public Entity Contract(s). If yes, complete the information below for each Contract awarded. For explanation of any of the questions below, please use Attachment F-A. Use additional pages as necessary.</b></p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
--	---

1. Name of Public Entity:	1- Does your agency have any non-compliance issues under this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
Address of Public Entity:	2- Has your agency been subject to any investigation related to financial mismanagement/impropriety conducted by a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, were findings of financial mismanagement or impropriety determined by the reviewing agency? Yes <input type="checkbox"/> No <input type="checkbox"/>
Contract Title:	3- Has your agency experienced financial issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
Contract Number:	4- Has your agency experienced administrative issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
Type of Service (Provide Description of Service):	5- Has your agency experienced legal issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
Contract Amount:	6- Has your agency experienced programmatic issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
Contract Term: From:            To:	7- Has your agency experienced a debarment that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
Contact Person:	8- Has your agency been imposed with any contractual remedies for non-compliance under this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
Contact's Title:	9- Has your agency been terminated for default or terminated for convenience under this contract? If yes, please complete Exhibit 2-A to this document explaining why your agency was terminated for default or terminated for convenience. Yes <input type="checkbox"/> No <input type="checkbox"/>
Telephone No.:	
E-mail Address:	

**LIST OF PUBLIC ENTITY CONTRACTS**

**VENDOR'S NAME:**

2. Name of Public Entity:	
Address of Public Entity:	
Contract Title:	Contract Number:
Type of Service (Provide Description of Service):	
Contract Amount:	Contract Term: From:            To:
Contact Person:	Contact's Title:
Telephone No.:	E-mail Address:

1- Does your agency have any non-compliance issues under this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
2- Has your agency been subject to any investigation related to financial mismanagement/impropriety conducted by a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, were findings of financial mismanagement or impropriety determined by the reviewing agency? Yes <input type="checkbox"/> No <input type="checkbox"/>
3- Has your agency experienced financial issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
4- Has your agency experienced administrative issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
5- Has your agency experienced legal issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
6- Has your agency experienced programmatic issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
7- Has your agency experienced a debarment that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
8- Has your agency been imposed with any contractual remedies for non-compliance under this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
9- Has your agency been terminated for default or terminated for convenience under this contract? If yes, please complete Exhibit 2-A to this document explaining why your agency was terminated for default or terminated for convenience. Yes <input type="checkbox"/> No <input type="checkbox"/>

**LIST OF PUBLIC ENTITY CONTRACTS**

**VENDOR'S NAME:**

3. Name of Public Entity:	
Address of Public Entity:	
Contract Title:	Contract Number:
Type of Service (Provide Description of Service):	
Contract Amount:	Contract Term: From:            To:
Contact Person:	Contact's Title:
Telephone No.:	E-mail Address:

1- Does your agency have any non-compliance issues under this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
2- Has your agency been subject to any investigation related to financial mismanagement/impropriety conducted by a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, were findings of financial mismanagement or impropriety determined by the reviewing agency? Yes <input type="checkbox"/> No <input type="checkbox"/>
3- Has your agency experienced financial issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
4- Has your agency experienced administrative issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
5- Has your agency experienced legal issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
6- Has your agency experienced programmatic issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
7- Has your agency experienced a debarment that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
8- Has your agency been imposed with any contractual remedies for non-compliance under this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
9- Has your agency been terminated for default or terminated for convenience under this contract? If yes, please complete Exhibit 2-A to this document explaining why your agency was terminated for default or terminated for convenience. Yes <input type="checkbox"/> No <input type="checkbox"/>

**LIST OF PUBLIC ENTITY CONTRACTS**

**VENDOR'S NAME:**

4. Name of Public Entity:	
Address of Public Entity:	
Contract Title:	Contract Number:
Type of Service (Provide Description of Service):	
Contract Amount:	Contract Term: From:            To:
Contact Person:	Contact's Title:
Telephone No.:	E-mail Address:

1- Does your agency have any non-compliance issues under this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
2- Has your agency been subject to any investigation related to financial mismanagement/impropriety conducted by a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, were findings of financial mismanagement or impropriety determined by the reviewing agency? Yes <input type="checkbox"/> No <input type="checkbox"/>
3- Has your agency experienced financial issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
4- Has your agency experienced administrative issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
5- Has your agency experienced legal issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
6- Has your agency experienced programmatic issues that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
7- Has your agency experienced a debarment that affected your ability to comply with this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
8- Has your agency been imposed with any contractual remedies for non-compliance under this contract? Yes <input type="checkbox"/> No <input type="checkbox"/>
9- Has your agency been terminated for default or terminated for convenience under this contract? If yes, please complete Exhibit 2-A to this document explaining why your agency was terminated for default or terminated for convenience. Yes <input type="checkbox"/> No <input type="checkbox"/>

**LIST OF PUBLIC ENTITY CONTRACTS**

**VENDOR'S NAME:**

Name of Public Entity:	Contract number:
<p>Explain why your Agency was terminated for default or terminated for convenience or any other explanations from Attachment F.</p>	



**SUBMISSION INSTRUCTIONS**

Please use the following guidelines to submit your Work Order Solicitation Response in PDF format. The purpose of this document is to ensure that the Respondent has submitted all attachments with its Response.

**REQUIRED ATTACHMENTS**

The Response shall contain the listed attachments below as described in Section 13.0, VENDOR’S RESPONSE of the RFS.

LIST OF REQUIRED ATTACHMENTS ATTACHMENTS INCLUDED

- ATTACHMENT A – TRANSMITTAL FORM to REQUEST a SOLICITATION REQUIREMENTS REVIEW .....
- ATTACHMENT B – BUDGET .....
- ATTACHMENT C – PROJECT REFERENCES .....
- ATTACHMENT D – BUSINESS ASSOCIATE AGREEMENT .....
- ATTACHMENT F – LIST OF PUBLIC ENTITY CONTRACTS .....
- ATTACHMENT G – SUBMISSION INSTRUCTIONS .....
- ATTACHMENT H– RESPONSE TO REQUESTED INFORMATION .....   
     Supporting documentation/attachments (if applicable) .....
- ATTACHMENT I – PENDING LITIGATIONS AND JUDGEMENTS .....

**RESPONDENT'S DECLARATION AND SIGNATURE**

Respondent acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this Response are made, the Response may be disqualified from consideration. The evaluation and determination in this area shall be at the sole judgment of the Director of DHS Contracts and Grants, whose 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.**

**ATTACHMENT G**

<b>RESPONDENT'S NAME:</b>		<b>COUNTY WEBVEN NUMBER:</b>
<b>ADDRESS:</b>		
<b>PHONE NUMBER:</b>	<b>EMAIL:</b>	
<b>INTERNAL REVENUE SERVICE EMPLOYER IDENTIFICATION NUMBER:</b>	<b>CALIFORNIA BUSINESS LICENSE NUMBER:</b>	
<b>RESPONDENT OFFICIAL NAME AND TITLE (PRINT):</b>		
<b>SIGNATURE</b>		<b>DATE</b>

## RESPONSE TO REQUESTED INFORMATION

### 1.0 INSTRUCTIONS

Vendor shall provide a detailed narrative for each section below and any additional supporting documentation/attachments must be referenced in the narrative. Responses to this Attachment will be reviewed as indicated in the Request for Services (RFS), Section 14.0, REVIEW AND SELECTION PROCESS. Any supporting documentation/attachments not referenced in the narrative will not be included in the review and selection process. **MISLEADING, INCOMPLETE OR DECEPTIVELY UNRESPONSIVE STATEMENTS IN CONNECTION WITH THIS RESPONSE MAY RESULT AS NON-RESPONSIVE AS INDICATED IN RFS, SECTION 15.0, DISQUALIFICATION REVIEW.**

### 2.0 VENDOR CONTACT

Vendor shall identify a primary point of contact as part of its Response as follows:

Vendor Name Click or tap here to enter text.

Headquarters Address: Click or tap here to enter text.

Vendor Website: Click or tap here to enter text.

Primary Point of Contact:

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Email Address: Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

### 3.0 RESPONSE QUESTIONS

#### 3.1 Vendor’s Minimum Requirements

- A. Provide your agency’s current Professional and Technical Services Master Agreement Number (PAT SMA) or indicate the **DATE** your agency submitted a response to the RFQ for PAT SMA.

Enter Master Agreement Number (PAT SMA) or submission date of response to the RFQ for PAT SMA here.

B. Provide a narrative that demonstrates your firm meets the minimum requirements as described in RFS, Section 4.0, MINIMUM REQUIREMENTS, Sub-section 4.2. Your response must include all relevant contracted experience and background information with **contract start and end dates** which shall include the **month, day, and year**. Please indicate if the service is currently ongoing; enter today's date as the end date.

Start Date:Click or tap to enter a date.	End Date:Click or tap to enter a date.
<input type="checkbox"/> Please check this box if service is current.	
Narrative: Click or tap here to enter text.	

C. Provide a narrative that demonstrates your firm meets the minimum requirements as described in RFS, Section 4.0, MINIMUM REQUIREMENTS, Sub-section 4.3. Your response must include all relevant contracted experience and background information with **contract start and end dates** which shall include the **month, day, and year**. Please indicate if the service is currently ongoing; enter today's date as the end date.

Start Date:Click or tap to enter a date.	End Date:Click or tap to enter a date.
<input type="checkbox"/> Please check this box if service is current.	
Narrative: Click or tap here to enter text.	

D. Provide a narrative that demonstrates your firm meets the minimum requirements as described in RFS, Section 4.0, MINIMUM REQUIREMENTS, Sub-section 4.4. Your response must include all relevant contracted experience and background information with **contract start and end dates** which shall include the **month, day, and year**. Please indicate if the service is currently ongoing; enter today's date as the end date.

Start Date:Click or tap to enter a date.	End Date:Click or tap to enter a date.
<input type="checkbox"/> Please check this box if service is current.	
Narrative: Click or tap here to enter text.	

E. Provide a narrative that demonstrates your firm meets the minimum requirements as described in RFS, Section 4.0, MINIMUM REQUIREMENTS, Sub-section 4.5. Your response must include all relevant contracted experience and background information with **contract start and end dates** which shall include the **month, day, and year**. Please indicate if the service is currently ongoing; enter today's date as the end date.

Start Date:Click or tap to enter a date.	End Date:Click or tap to enter a date.
<input type="checkbox"/> Please check this box if service is current.	
Narrative: Click or tap here to enter text.	

F. Provide a narrative that demonstrates your firm meets the minimum requirements as described in RFS, Section 4.0, MINIMUM REQUIREMENTS, Sub-section 4.6. Your response must include all relevant contracted experience and background information with **contract start and end dates** which shall include the **month, day, and year**. Please indicate if the service is currently ongoing; enter today's date as the end date.

Start Date:Click or tap to enter a date.	End Date:Click or tap to enter a date.
<input type="checkbox"/> Please check this box if service is current.	
Narrative: Click or tap here to enter text.	

G. Provide a narrative that demonstrates your firm meets the minimum requirements as described in RFS, Section 4.0, MINIMUM REQUIREMENTS, Sub-section 4.7. Your response must include all relevant contracted experience and background information with **contract start and end dates** which shall include the **month, day, and year**. Please indicate if the service is currently ongoing; enter today's date as the end date.

Start Date:Click or tap to enter a date.	End Date:Click or tap to enter a date.
<input type="checkbox"/> Please check this box if service is current.	
Narrative: Click or tap here to enter text.	

H. Complete Attachment F – List of Public Entity Contracts.

- I. 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 six (6) 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.
  - Yes, I have been audited within the last 10 years and do not have over \$100,000 in disallowed costs.
  - Yes, I have been audited within the last 10 years and have over \$100,000 in disallowed cost.
  - Not applicable. I have not been audited by the County Department of the Auditor-Controller in the last 10 years.

**13.4 Vendor’s Experience and Personnel**

- A. **Project-specific desired experience:** Provide an overview of your firm’s knowledge, experience, and other qualifications in the field of evidence-based home visiting programs; Experience working in/working with systems of care funded by local, state, and federal funding sources (particularly in California); Experience in writing reports and presenting to groups; Experience and skills to support effectively supporting projects centered on cross-sector collaboration (e.g., cultural humility, flexibility/adaptability). Ensure your response includes a description of the projects and any experience working with County departments, non-profit organizations, or other public sector organizations.

Click or tap here to enter text.

- B. Provide an organizational chart/list and resumes of key personnel that will be responsible for the delivery of services and their roles. Include relevant experience, professional certifications/licenses, education, training, special skills and other abilities to successfully perform the required services, as described in RFS, Section 3.0, SCOPE OF SERVICES, Sub-section 3.3, Services. Ensure your response includes any experience working with County departments or other public sector organizations providing the same or similar service.

Click or tap here to enter text.

**13.5 Vendor’s Approach and Methodology**

Provide a description of your approach and methodology in providing the deliverable and services, as described in RFS, Section 3.0, Scope of Services, Section 3.3, Services. Ensure your response to each question includes a detailed explanation.

- A. Systematic approach to data gathering and review and content/topics relevant to the Scope of Services (e.g., gray literature review, government report review).

Click or tap here to enter text.

- B. Systematic approach to gathering information from local experts and key stakeholders (e.g., key informant interviews, facilitated discussions).

Click or tap here to enter text.

- C. Community engagement approach – garnering input and buy-in for collective action.

Click or tap here to enter text.

- D. Systematic approach to leveraging Medi-Cal billing innovations and policies alongside complex funding models to design billing and reimbursement systems for programs and initiatives with multiple, complex funding sources and requirements.

Click or tap here to enter text.

## PENDING LITIGATIONS AND JUDGMENTS

**VENDOR'S NAME:**

**Instructions:** Complete Attachment I, Pending Litigations and Judgements for any pending litigation in which Vendor is a party, or judgments against Vendor in the past five (5) years.

Case Name:	Case No:	Court Jurisdiction:
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Provide a statement describing the nature and amount of claimed damages of any pending or threatened litigation.