

November 22, 2023

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**REQUEST FOR APPLICATIONS No. HASMA-DHS-001
FOR
REFERENCE MEDICAL LABORATORY SERVICES
ADDENDUM No. 1**

This Addendum No. 1 to the Request for Applications (RFA) for Reference Medical Laboratory Services revises the RFA to, among others, provide clarifications and respond to the questions submitted by Vendors in accordance with Section 6.0 - VENDORS' QUESTIONS of the RFA. This Addendum No. 1 is posted on the Department of Health Services (DHS) Contracts and Grants website at <http://dhs.lacounty.gov/contracts-and-grants>.

Revised RFA Documents:

1. RFA, Section 9.0 – Review and Selection Process, Section 9.2.4 – Vendor's Pricing Schedule, is deleted in its entirety and replaced with the following:

"9.2.4 VENDOR'S PRICING SCHEDULE

Attachment B – Pricing Schedule, Vendor shall submit the appropriate pricing schedule(s) (Schedules 1 through 4) for the type of test their entity can provide. Vendor's Response will be reviewed on its appropriateness, reasonableness, and the capacity to meet the needs of the County."

2. RFA, Attachment C – Additional Required Provisions is deleted in its entirety and replaced with revised Attachment C – Additional Required Provisions, which hereafter may be accessed at Department of Health Services (DHS) Contracts and Grants website <http://dhs.lacounty.gov/contracts-and-grants>.
3. RFA, Attachment D – Requested Information is deleted in its entirety and replaced with revised Attachment D – Requested Information, which hereafter may be accessed at Department of Health Services (DHS) Contracts and Grants website <http://dhs.lacounty.gov/contracts-and-grants>.
4. RFA, Attachment A – Statement of Work, Section 6.0 – Contractor's Office, is deleted in its entirety and replaced with the following:

“6.0 CONTRACTOR’S OFFICE

Contractor must maintain an office with a telephone in the Contractor's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. Pacific Time ("PT"), Monday through Friday, by at least one (1) employee who can respond to questions and any inquiries or complaints which may be received about Contractor's performance under the Work Order. Outside of these normal office hours, Contractor shall provide for telephone or remote after-hours service for receiving calls. Unless otherwise agreed to by the parties or specified in this SOW, Contractor shall respond to calls received by the after-hours service within thirty (30) minutes of the call.

Contractor shall maintain a written log of all questions, inquiries and complaints, the date and time each was received, and a description of the action taken in response or reason for the non-action, together with its date and time. The log shall be made available for inspection at the request of County staff.”

QUESTIONS AND ANSWERS:

Question 1: Are Contractors allowed to include proposed redlines and/or exceptions for the County’s review in their response?

Answer 1: The question does not have enough information to provide a response.

Question 2: RFA Attachment C, Schedule 2, Section 14.a. Please confirm that this section can be edited to change 24 hours to 72 hours as marked below:

Promptly notify the Department of Health Services (“DHS”) Chief Information Security Officer, the Departmental Information Security Officer and the DHS Chief Privacy Officer of any Incidents involving County Information, within ~~twenty-four (24)~~ seventy-two (72) hours of detection of the Incident.

Answer 2: No. RFA Attachment C, Schedule 2, Section 14.a may not be changed.

Question 3: RFA Attachment C, Schedule 2, Section 14.f. Please confirm that this section can be edited to include “within reason” as underlined below:

Allow County or its third-party designee at County's election to perform audits and tests of Contractor's environment within reason that may include, but are not limited to...

Answer 3: No. RFA Attachment C, Schedule 2, Section 14.f may not be changed.

Question 4: RFA Attachment C, Addendum A: SAAS, Section c. Enhancements: Please confirm that it is acceptable to change the notice term for updates/enhancements/new versions to 7 days and deleting/disabling features to 30 days as marked below:

- a) During the term of the Contract, Contractor shall promptly notify County of any available updates, enhancements or newer versions of the SaaS and within ~~thirty (30)~~ seven (7) Days update or provide the new version to County. Contractor shall provide any accompanying documentation in the form of new or revised documentation necessary to enable County to understand and use the enhanced, updated, or replaced SaaS.
- b) During the Contract term, Contractor shall not delete or disable a feature or functionality of the SaaS unless Contractor provides ~~sixty (60)~~ thirty (30) Days advance notice and County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to County.

Answer 4:

- a) No. RFA Attachment C, Addendum A – Software As A Service (SAAS), Section c. - Enhancements may not be changed.
- b) No. RFA Attachment C, Addendum A – Software As A Service (SAAS), Section c. - Enhancements may not be changed.

Question 5: RFA Attachment B, Pricing: Please confirm that vendors can respond to only one of the Pricing Schedules.

Answer 5: Yes. Refer to this Addendum, Revised RFA Documents, Section 1.

Question 6: RFA Section 9.2.3 Molecular and Genetic Testing [Optional], p. 9 – Are Contractors required to submit a pricing proposal for all 3 of the remaining pricing schedules or do Contractors have the option to only bid on the testing schedules they can accommodate?

Answer 6: Refer to Answer No. 5.

Question 7: Regarding HASMA-DHS-001, Do you have a monthly/annual estimation of the number of cancer patients seen? Do you have this by stage/cancer type as well?

Answer 7: This question is not germane to this solicitation.

Question 8: RFA, Attachment A, Section 4.2.4, page 9, “Contractor shall accept and assay either blind, blind duplicates or known quality control specimens from County.”

- a) What is the expectation regarding the “grading” of these samples. Being a regulated laboratory, we already participate in required proficiency testing.
- b) Would there be a set expectation of corrective action associated with these blinds if expected values were not achieved?

Answer 8: a) The expectation of the grading is qualitative.

b) This is intended for validation of specimens, should the need arise.

Question 9: RFA Attachment A, Section 5.2.3, On-Site Personnel, p. 13 – “County may request that Contractor assign on-site personnel to a Service Site to perform an assay of the specimens for that Service Site.” Is the County looking for Contractors to place a specimen processor, phlebotomist, or clinical lab scientist at any of the Service Sites?

Answer 9: County may request Contractor to provide personnel to conduct specimen processing at a County Service Site, should the need arise.

Question 10: RFA Attachment B, Section 4.3: In lieu of including TAT on invoices, will it be acceptable to show/highlight any delays that may have occurred on the required monthly TAT report detailed in attachment A, Section 4.3.2.A? (This question is in reference to the Attachment 4 pricing schedule for the Medical Examiner Coroner Tests only.)

Answer 10: No. Vendor shall include all the information indicated in RFA Attachment B – Pricing Schedule, Section 4.3.

Question 11: RFA Attachment D, Section 3.1.C – Licensing, Certifications and Accreditations: Does the County require any forensic accreditations such as ABFT and ANAB 17025?

Answer 11: While ANAB - ISO 17025 accreditation is highly desirable, Contractor must disclose when providing test results if not accredited by ANAB ISO 17025. ABFT accreditation is not required.

Question 12: RFA, Attachment A, Section 8.2 Meetings, page 15, “Contractor shall be required to attend any scheduled meeting with County staff, as requested or required by County.” Are these meetings in person or electronic?

Answer 12: Meetings may be either in person or virtual.

Question 13: Attachment C of RFA (Solicitation Number: HASMA-DHS-001) has a BAA. As a covered entity, we typically do not sign BAAs. If needed, we have Lab Services Agreement (LSA) with clients looking for our services. Please confirm if a BAA is required for covered entities or if a LSA can be submitted instead.

Answer 13: Yes. A BAA is required based on the scope of Services to be provided by selected Vendors.

Question 14: RFA Attachment A, Section 6 Contractor's Office, page 13: Would the county allow for this requirement to be waived if the vendor is only responding to the Medical Examiner Coroner Tests only?

Answer 14: Refer to this Addendum, Revised RFA Documents, Section 4.

Question 15: RFA Attachment C, Addendum A: SAAS, Section f. Services Provided by a Subcontractor: Can this section be removed? We do not intend to comply with this section.

Answer 15: No. RFA Attachment C, Addendum A – Software As A Service (SAAS), Section (f) will only apply if a Vendor will utilize a subcontractor.

Question 16: RFA Attachment D, Section 3.2 Background and Experience, "Provide...resumes of key personnel..." Due to the large number of key personnel on staff (27 currently), would it be acceptable to provide brief biographies for all and resumes only for our Laboratory Director and Chief of Forensic Toxicology (with all other resumes available upon request)?

Answer 16: No. Refer to RFA, Attachment D, Section 3.2 – Background and Experience.

Question 17: RFA Attachment D, Section 3.3, Approach and Methodology: The formatting within the fields where respondents are to enter text cannot be edited. It is challenging to enter lengthy narrative or bulleted lists, etc. into. Can these fields be unlocked so respondents can format and/or copy/paste text?

Answer 17: No. The fields are expandable to enter various texts and attachments are allowable. Refer to RFA, Attachment D, Section 1.0 – Instructions.

Question 18: RFA Attachment F, List of Public Entity Contracts: Our company has a couple hundred contracts with public entities, would the county accept an alternative of providing the public entity contracts for the State of California only?

Answer 18: Refer to the RFA, Section 4.0 – MINIMUM MANDATORY REQUIREMENTS, Section 4.5.1 – Public Contracts, which calls for a list of Public Entity Contacts in **Los Angeles County**.

Question 19: RFA Attachment F, List of Public Entity Contracts – Can the County please clarify if a list of Public Entities contracts is required on a local or national level? If local, please define what the County considers to be local.

Answer 19: Refer to Answer No. 18.

Question 20: RFA Attachment A, Section 10.0 DHS Risk Management Handbook, p. 16 – “Contractor's staff, prior to providing services at Service Sites under the Work Order, must read and sign a statement acknowledging that such staff has read and consents to the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols.” Would an attestation from the Contractor indicating that all staff providing services at Service Sites have read and consent to the DHS Risk Management Information Handbook, be acceptable to the County?

Answer 20: No. However, per RFA Attachment A, Section 10.0 – DHS Risk Management Handbook only Contractor personnel providing services at any Service Site must provide such signed statement.

Question 21: RFA Attachment C, Schedule 2, Section 7 – If the Contractor does not have a place of business within of State of California, would it be acceptable for the Contractor perform background checks on all employees according to our policy. (This question in reference to the Medical Examiner Coroner tests only.)

Answer 21: No. Refer to RFA, Attachment C, Schedule 2, Section 8 – Contractor Employees with respect to background investigations.

Question 22: RFA Attachment C, Schedule 2, Section 9, “In addition, Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from County's Chief Information Security Officer.” Our lab results are transmitted through a secure client

portal. This portal is hosted on AWS, in the cloud. Please confirm that this is acceptable.

Answer 22: County's expectation is that information is rendered unusable, unreadable and indecipherable to unauthorized individuals at all times. The cloud portal located in AWS will be acceptable if the Contractor encrypts the transmitted information with Transport Layer Security (TLS) 1.2 or higher or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit as well as secures the data at rest in accordance with Federal Information Processing Standard (FIPS) 140-2.

Question 23: RFA Attachment C, Schedule 2, Section 17 Cyber Liability Insurance: Our current coverage is for \$5M per occurrence. Please confirm if this would be acceptable.

Answer 23: Not at this time. However, DHS will seek further guidance from County's Risk Management.

Question 24: RFA Attachment C, Addendum A: SAAS, Section e. Audit and Certification: Our company does not conduct an annual SOC 2 type II audit or equivalent. We aim to comply with the NIST Cybersecurity Framework and also conduct annual cybersecurity network penetration tests by third parties and coordinate timely remediation of any findings classified a critical or high. Please confirm this will be acceptable.

Answer 24: As a provider of a SaaS solution and hosting their portal through AWS, the Vendor may provide the County with a recent copy of the AWS SOC2 type 2 assessment report in conjunction with their annual cybersecurity network penetration tests conducted by their third parties while providing evidence that all findings have been addressed and remediated. The SOC2 report does not specifically assess the Contractor's solution, the County may provide a self-assessment questionnaire that, combined with the annual Pen Test results, will satisfy this requirement.

Question 25: RFA Attachment C, Additional Required Provisions, Section 4.1 Medical Health Screening, p. 3 – "Contractor shall ensure that all of Contractor's staff that may provide Services at any County healthcare facility or site (for purposes of this Paragraph, "healthcare campus") pursuant to the executed Work Order, prior to commencement of such Services at a healthcare campus, shall have undergone and successfully passed a current health screening consistent with the DHS policy and the requirements of Schedule 1 – Medical Health Screening, attached hereto ("Medical Health Screening"). The cost of Medical Health Screening shall be borne by Contractor."

Does this requirement apply to Contractor's couriers and on-site sales service representatives?

Answer 25: No. This only applies to Contractor's personnel that may provide services on-site, as described in Attachment A, Section 5.2.3 – On-Site Personnel.

Question 26: a) The request to Share Full Financials may pose an issue. What is the bare minimum of what is needed?

b) We are a private entity and this ask is confidential..would not sharing be a make or break for RFP consideration?

c) Can you share the justification of this ask?

Answer 26: a) Refer to RFA, Section 4.7 – FINANCIAL CAPABILITY for what is needed.

b) Refer to RFA, Section 4.7 – FINANCIAL CAPABILITY. Entities may submit financials marked confidential.

c) Refer to RFA, Section 4.7 – FINANCIAL CAPABILITY.

Question 27: Dec. 7th is a cut off but mentions a rolling submission, What exactly is needed to be submitted by Dec. 7th?

Answer 27: The initial due date is December 7th, 2023; however, this solicitation will remain open for applications until the needs of DHS are met.