



DEPARTMENT OF HEALTH SERVICES

HEALTHCARE ANCILLARY SERVICES

MASTER AGREEMENT (HASMA)

REQUEST FOR STATEMENT OF

ANCILLARY SERVICES QUALIFICATIONS

FOR

INTRAOPERATIVE MONITORING SERVICES

April 2019

Prepared by
Contracts and Grants Division

1.0 INTRODUCTION

1.1 Purpose

The County of Los Angeles (County), Department of Health Services (DHS) is releasing this Request for Statement of Ancillary Services Qualifications (RSASQ) for as-needed Intraoperative Monitoring Services in order to obtain responses from qualified firms and establish Healthcare Ancillary Services Master Agreement(s) (HASMA(s)), hereinafter referred to as "Master Agreement(s)", for Intraoperative Monitoring Services (Services). Selected Contractors will provide these Services to the County Hospitals (hereinafter, collectively referred to as "Facilities") at the locations listed below. These Services are currently provided under an agreement that expires on June 30, 2019.

Harbor-UCLA Medical Center

1000 West Carson Street
Torrance, CA 90509

Rancho Los Amigos National Rehabilitation Health Center

7601 East Imperial Highway
Downey, CA 90242

1.2 Applicable Documents

The following documents are referenced in and comprise this RSASQ:

- Appendix A – Vendor's Organization Questionnaire/Affidavit and CBE Information
- Appendix B – Minimum Qualifications Requirement Verification
- Appendix C – Prospective Contractor References
- Appendix D – Rate Sheet
- Appendix E – Required Agreement [to be provided prior to Master Agreement execution]
- Appendix F – HASMA Statement of Work for Intraoperative Monitoring Services

2.0 REQUESTED INFORMATION

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

2.1 Minimum Qualification Requirements

Respondents shall meet all Minimum Qualification Requirements described under either Option 1 or Option 2 (hereinafter "Minimum Qualifications") and shall submit respective Appendices as instructed below. DHS, at its sole discretion, may disqualify any Respondent that does not meet the Minimum Qualifications.

Minimum Qualification Requirements – Option 1:

Respondent has a minimum of three (3) consecutive years' experience in the last five (5) years providing all of the following Services: Intraoperative Neurophysiological Monitoring Services, including Intraoperative Evoked Potential (EP) Monitoring, Somatosensory Evoked Potential (SSEP) Spinal Cord Monitoring, Intraoperative Electroencephalogram (EEG) Monitoring and Electrocochleography/Motor Strip Mapping (as described in Appendix F – HASMA Statement of Work for Intraoperative Monitoring Services). Respondents qualifying under this Option 1 must complete and submit the following fillable forms in electronic format:

- Appendix A – Vendor's Organization Questionnaire/Affidavit and CBE Information
- Appendix B – Minimum Qualifications Requirement Verification
- Appendix C – Prospective Contractor References
- Appendix D – Rate Sheet

-OR-

Minimum Qualification Requirements – Option 2:

Respondent is an existing DHS contractor in good standing under a Board of Supervisors (Board) approved Service Agreement for Intraoperative Monitoring Services. Such Respondent shall be deemed qualified, unless otherwise disqualified as specified in this RSASQ. Respondents qualifying under this Option 2 must complete and submit the following fillable forms in electronic format:

- Appendix B – Minimum Qualifications Requirement Verification
- Appendix D – Rate Sheet

2.2 Questions

Any questions regarding this RSASQ must be submitted by no later than May 6, 2019, at 12:00 p.m. to Jackie Koshkaryan at the following e-mail address: jkoshkaryan@dhs.lacounty.gov.

2.3 Response Submission Instructions

The initial due date for receipt of RSASQ responses by DHS is 4:00 p.m. Pacific Time (PT) on May 6, 2019 (Initial RSASQ Response Deadline). Respondents shall submit RSASQ response forms in electronic format only to:

Jackie Koshkaryan, Contract Analyst via e-mail:
jkoshkaryan@dhs.lacounty.gov

Respondents are encouraged to submit RSASQ responses in advance of the Initial RSASQ Response Deadline, as County will give priority for Master

Agreement award to the Respondents whose RSASQ responses were received before the Initial RSASQ Response Deadline until the County's needs are met. Responses that are received by County before the Initial RSASQ Response Deadline after the County's needs are met or those received after the Initial RSASQ Response Deadline may be considered by County for Master Agreement award at the convenience of the County. Once the County's needs are met, the RSASQ may be suspended. The solicitation may be re-opened if the County needs additional Contractors meeting the requirements of this RSASQ for provision of Services described hereunder.

3.0 REVIEW AND SELECTION PROCESS

The County will review the RSASQ responses. As a result of the review of RSASQ responses, the County may:

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

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

4.0 MASTER AGREEMENT

4.1 Term

The term of any resultant Master Agreement shall commence on July 1, 2019 or execution by all parties, whichever occurs later, and shall continue in full force and effect until and through June 30, 2026 (hereinafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in the Master Agreement. At the end of the Initial Term, the County, in its sole discretion, shall have the option to extend the term for up to three (3) years, as provided in the Master Agreement.

4.2 Terms and Conditions

This RSASQ is subject to the County's standard and/or required terms and conditions of Appendix E – Required Agreement (hereinafter "Required Agreement"), which shall be added to and incorporated into this RSASQ prior to the Master Agreement award(s). Respondent understands and agrees that

submission of a response to this RSASQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Required Agreement and that the Required Agreement shall serve as the basis for the resultant Master Agreement.

5.0 GENERAL CONDITIONS

- 5.1 False, misleading, incomplete or deceptively unresponsive statements in connection with RSASQ response shall be sufficient cause for rejection of the response.

5.2 Final Agreement Award by the Board of Supervisors

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

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

5.3 Notice to Respondents Regarding the Public Records Act

- 5.3.1 Responses to this RSASQ shall become the exclusive property of the County.
- 5.3.2 Exceptions to disclosure are those parts or portions of all RSASQ responses that are justifiably defined as business or trade secrets, and plainly marked by the Respondent as "Trade Secret", "Confidential", or "Proprietary".
- 5.3.3 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the RSASQ response as confidential shall not be deemed sufficient notice of exception. Respondents must specifically label only those provisions of their respective response which are "Trade Secrets", "Confidential", or "Proprietary" in nature.
- 5.3.4 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 RSASQ response marked "confidential," "trade secrets," or "proprietary," Respondent 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.