

Scope of Services

BACKGROUND:

A. Sexually Transmitted Infections (STI) Services:

1. Sexually Transmitted Infections (STI), also known as a Sexually Transmitted Diseases (STD) or Venereal Diseases (VD), are diseases that are passed on from one person to another through sexual contact, and sometimes by genital contact - the infection can be passed on via vaginal intercourse, oral sex, and anal sex. Some sexually transmitted infections can spread through the use of unsterilized IV drug needles, from mother to baby during childbirth or breastfeeding, and blood transfusions.
2. Sexually transmitted infections have been around for thousands of years. Microorganisms that exist on the skin or mucus membranes of the male or female genital area can be transmitted, as can organisms in semen, vaginal secretions or blood during sexual intercourse.
3. The term "venereal disease" is much less used today, while "sexually transmitted diseases" is slowly giving way to "sexually transmitted infections", because the last term has a broader range of meaning - a person can pass on the infection without having a disease (they do not have to be ill to infect other people).
4. Examples of sexually transmitted infections include:
 - Chlamydia
 - Chancroid
 - Crabs (Pubic Lice)
 - Genital herpes
 - Genital warts
 - Gonorrhea
 - Hepatitis B
 - HIV/AIDS
 - Human Papillomavirus (HPV)
 - Trichomoniasis (parasitic infection)
 - Molluscum Contagiosum
 - Pelvic Inflammatory Disease (PID)
 - Scabies
 - Syphilis
 - Trichomoniasis (Trich)
 - Yeast infections

B. STATEMENT OF WORK:

1. Frederick County, Maryland (the "County") is seeking clinical provider(s) qualified to provide STI services in accordance with the terms, conditions and specifications of the Scope of Services.
2. The Frederick County Health Department (FCHD) is seeking a clinical provider(s) to provide STI services to clients, both females and males, who are 18 years of age or younger.

3. Any provider of STI services must be licensed to practice in the State of Maryland and must submit copies of licenses of all physicians, nurse practitioners, and physician assistants that will be providing service under this contract.
4. The clinical entity must also identify a Medical Director who will be responsible for the performance of duties associated with the contract.
5. The clinical entity must provide a fully equipped clinic within one (1) mile of the Frederick City limits in Frederick, Maryland and provide STI services and confidential reproductive health services.
6. The clinical entity must also have access to public transportation and have convenient hours and days, including evenings and Saturdays, to accommodate client needs. The clinical entity will also be required to notify the Health Department within thirty (30) days of any changes in days and/or hours of operation.
7. The clinical entity shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and the Department of Health and Mental Hygiene (DHMH) Policy 02.06.07.

C. Quality Assurance: The clinical entity must:

1. Maintain a health clinic policy and procedure manual signed by the Medical Director.
2. Assure that all clinic providers have reviewed and adhere to all policies and procedures.
3. Provide FCHD access to the clinical providers' documentations upon request.
4. Maintain a file for each clinical provider, which includes the following information:
 - a. Medical license and certification
 - b. License to prescribe medications
 - c. Appropriate physician/physician assistance or physician/nurse practitioner or physician/nurse midwife agreements
 - d. Signed confidentiality statement
 - e. A record of continuing education for each employee engaged in providing reproductive health services
5. Display a generally accepted Medical Patient Bill of Rights
6. Comply with Federal and State statutes and professional medical standards regarding the confidentiality of patient medical information.
7. Comply with Federal and State regulations regarding the conduct of clinical research.
8. Maintain a health and safety program that is in compliance with Occupational Safety and Health Act (OSHA) and Maryland Occupational Safety and Health (MOSH) requirements and guidelines.
9. Display current Clinical Laboratory Improvement Act (CLIA) licensure or Certificate of Waiver.

10. Offer Limited English Proficiency (LEP) services, and services for those that are hearing or visually impaired.
11. Permit FCHD staff to conduct on-site quality assurance visits, chart reviews, review of the Provider's clinic policy and procedure manual, and other data related to this contract, at a minimum, quarterly but more often as determined by FCHD staff.

D. Fee Assessment and Collection: The clinical entity will comply with the following:

1. Not charge fees to the following clients :
 - a. Clients who are 18 years of age or younger and are seeking STI services, in compliance with the most current Fiscal Year State of Maryland Non-Chargeable List of Services.
2. Assess Clients for Financial Resources:
 - a. Make all reasonable efforts to obtain third party reimbursement for services
 - b. Use the Eligibility Verification System (EVS) to determine if client has Maryland Medical Assistance before providing services
 - c. Provide resource information to uninsured clients, such as Maryland Health Connections at <http://marylandhealthconnection.gov/>

E. Client Education: The clinical entity must be able to provide and document the following:

1. Sexual History/Assessment to determine client's level of risk.
2. Health Education:
 - a. Sexually Transmitted Infection and Prevention Information given at each visit along with offering as a standard of care, the following tests annually or sooner based on level of risk: Chlamydia, Gonorrhea, Syphilis, and HIV.
 - b. An Educational Speaker(s) to present Sexually Transmitted Infection and Prevention information to requesting organizations.
 - c. A Reproductive Health Education Curriculum must be submitted and meet the following minimum requirements:
 - i. Be culturally competent in providing counseling and education for each individual client in order to assure that well informed decisions are made about family planning and reproductive health care.
 - ii. Demonstrate appropriate health literacy.
 - iii. Ensure adolescent services which include counseling regarding sexual decision making, abstinence, contraception, other options, preventing STI's.
 - iv. Reflects client's understanding of information shared and opportunity for clarification in the client's medical record.
 - v. Illustrate documentation of client reproductive health education and prevention provided to both female and male clients

F. Operations: The clinical entity must provide:

1. STI services in accordance with the current Center for Disease Control (CDC) Guidelines and subsequent updates to include, but not limited to:
 - a. Pharyngeal chlamydia culture using the NAAT
 - b. Rectal chlamydia and gonorrhea cultures using the NAAT
2. An appointment for STI symptomatic services is made available within three (3) business days and screening appointments within seven (7) business days.
3. Documentation that includes, but is not limited to the following:
 - a. Consent Forms

- b. Sexual history and risk factors
 - c. STI education and prevention information
 - d. Reproductive and health education provided per curriculum noted under **Client Education**
 - e. Chlamydia Testing
 - f. Gonorrhea Testing
 - g. Syphilis testing
 - h. HIV testing/counseling, including date of previous HIV test, if known
 - i. Hepatitis A and/or Hepatitis B vaccine
 - j. HPV vaccine
 - k. Test(s) performed and specimens collected
 - l. Physical exam and clinical impression
 - m. Treatment information
4. Assure that Reportable STI case investigations are submitted to FCHD:
- a. Provider will complete a *Maryland Confidential Morbidity Report Form (DHMH 1140)* https://phpa.health.maryland.gov/Documents/DHMH-1140_MorbidityReport.pdf
 - b. Fax the *Maryland Confidential Morbidity Report Form (DHMH 1140)* to the FCHD at 1-301-600-1403 no later than one (1) business day after the abnormal laboratory result is received
 - c. After treatment is completed, a follow-up *Maryland Confidential Morbidity Report Form (DHMH 1140)* must also be submitted to FCHD with treatment information. The *Disease, Conditions, Outbreak, & Unusual Manifestations Reportable by Maryland Laboratories List* can be found at: http://phpa.dhmh.maryland.gov/IDEHASharedDocuments/what-to-report/ReportableDisease_HCP.pdf
5. Laboratory services to aid in the diagnosis and initiation of treatment on the initial visit.
- a. Maintain a signed Memorandum of Understanding (MOU) with FCHD in order to drop off specimens at FCHD for delivery to DHMH Laboratories
 - b. If using the DHMH State Laboratory, Provider shall assure all specimens are properly marked and packaged as stated in the MOU.
 - c. Provider will be responsible for arranging transportation of specimens to the FCHD for transport to the DHMH State Laboratory as stated in the MOU.

G. Reimbursement:

1. The Provider will invoice FCHD current Medicaid rates for the following CPT codes for the high risk clients noted in section **Fee Assessment and Collection A. 1.**

New Patient Preventive Services:

99384: 12-17 years

99385: 18-39 years

Established Patient Preventive Services

99394: 12-17 years

99395: 18-39 years

New Patient Evaluation and Management:

99201: Level I Minimal

99202: Level II Moderate

99203: Level III Extended

99204: Level IV Comprehensive

Established Patient Evaluation and Management:

99211: Level I Minimal

99212: Level II Moderate

99213: Level III Extended

99214: Level IV Comprehensive

2. The Provider will submit names of clients served and chart number in the previous month to the FCHD by the 15th of each month. Reimbursement will be contingent on a quality assurance review of the client charts and reconciliation for payment.

H. Medications and Supplies:

1. FCHD will reimburse the Provider(s) up to, but not to exceed \$5,000 per fiscal year (July 1-June 30), for medications administered to high risk clients who are eligible for reimbursement from FCHD noted in section **Fee Assessment and Collection 1.a.**

Note: if multiple clinical entities are providing services the \$5,000 per fiscal year will be shared and once it is used no additional funds will be available.

3. The Medication List is subject to change based on current CDC Guidelines:
 - b. Rocephin 250mg
 - c. Doxycycline 100 mg
 - d. Azithromycin 1 g
 - e. Metronidazole 2 g
 - f. Bicillin L-A 2.4 mu
 - g. Trichloroacetic Acid (TCA)
 - h. Suprax 400 mg
2. The Provider shall maintain a Pharmaceutical Inventory Control Log for each medication noted above which includes the following information:
 - a. Client Name
 - b. Date administered
 - c. Number of medications administered
 - d. Name of ordering clinician
 - e. Name of administering clinician

I. OUTCOMES AND PERFORMANCE MEASURES FOR SEXUALLY TRANSMITTED SERVICES:

1. To assure progress in achieving the program goals the Provider will:
 - a. Maintain the following statistics to measure the progress of achieving the program outcomes:
 - b. Number of clients who received STI services (duplicated and unduplicated) that met the criteria for reimbursement by FCHD.
 - c. Age
 - d. Gender
 - e. Race
 - f. Ethnicity
 - g. Reason for referral from FCHD
2. Submit statistics for the previous month by the 15th of each month by fax or at the monthsite visit to the Communicable Disease Program Manager:

Darlene Armacost, RN
Community Health Services, CDAP Program
350 Montevue Lane
Frederick, MD 21702

Office phone: 301-600-3363

Fax 301-600-1403

3. For subsequent years of the contract, the performance measures will be established by the beginning of each fiscal year.

Maryland confidentiality of Medical Records Act

The Contractor shall comply with the Maryland Confidentiality of Medical Records Act (Md. Code Ann. Health-General, §4-301 et seq.) as it applies to the Contractor's operations pursuant to this Agreement and is subject to the provisions of that law; therefore, a Business Associate Agreement is incorporated into this Agreement as Exhibit "G". If the provisions of this Agreement and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (the Social Security Act, 42 U.S.C. 1320a-7(c)(a)(5) and 1320d-2 and 1320d-4 and 45 CFR Parts 160 and 164, HIPAA) Privacy Rule conflict with the Maryland Confidentiality of Medical Records Act regarding the degree of protection provided, the Contractor shall comply with the more restrictive protection requirement.

September 1, 2017

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