

APPENDIX A – SAMPLE WORK ORDER

EXHIBITS

A) STATEMENT OF WORK (SOW)

1. SOW Attachment 1 – Work Discrepancy Report
2. SOW Attachment 2 – Service Delivery Site Listing

B) WORK ORDER FISCAL PROVISIONS

1. Cost Invoice Summary

C) INSURANCE COVERAGE

D) COUNTY'S ADMINISTRATION

E) CONTRACTOR'S ADMINISTRATION

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

F2. CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

F3. CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G) SAFELY SURRENDERED BABY LAW

FORMS REQUIRED AT THE COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR

H) INTENTIONALLY OMITTED

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

J) CHARITABLE CONTRIBUTIONS CERTIFICATION

K) INFORMATION SECURITY AND PRIVACY REQUIREMENTS

**MENTAL HEALTH SERVICES ACT MASTER AGREEMENT
MH [Insert Master Agreement #]**

SAMPLE WORK ORDER NO. XXXXX

Project Title: Parent Partner/Parent Advocate Continuing Education Training Services

Contractor: [Insert Contractor Name]

I. RECITALS

WHEREAS, on [Insert effective date of Master Agreement], the Los Angeles County (County) Department of Mental Health and [Insert Contractor Name] (Contractor) entered into a Mental Health Services Act (MHSA) Master Agreement (hereafter Master Agreement) [Insert Master Agreement Number]; and

WHEREAS, the County has determined that by entering into this Work Order it is not only able to better provide services for the County's intended target population, but also provide a better system to deliver seamless service to those clientele; and

WHEREAS, the Master Agreement provides that Work Orders will be issued and executed in accordance with Paragraph II, Work; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

II. WORK

The Contractor shall satisfactorily perform Parent Partner/Parent Advocate Continuing Education Training Services as fully set forth in Exhibit A, Statement of Work (SOW), of this Work Order, attached hereto and incorporated by reference, and in accordance with the terms of the Master Agreement. If the Contractor fails to adequately perform within the first 30 days of the Work Order term, the Contractor may be replaced.

III. TERM

The term of the Work Order is effective XXXXXX through XXXXXX, unless earlier terminated or extended as set forth herein.

IV. AMENDMENTS

Pursuant to Master Agreement Paragraph 8.1, Amendments, for any change that affects the Statement of Work, term, payment, or any terms and conditions of the Master Agreement and/or this Work Order, a written amendment shall be prepared and executed by the Contractor and by the Director of Mental Health, or his designee.

V. PAYMENT

The County shall pay the Contractor for all services provided under this Work Order in accordance with Paragraph 5.4, Invoices and Payments, of the Master Agreement. The Contractor's rates shall remain firm and fixed for the term of the Work Order unless otherwise amended by both parties. For the purposes of budgetary planning, the following shall constitute the maximum funding the Contractor may be compensated for each Fiscal Year or portion thereof:

- A. Contractor expenditures from XXXXX, through XXXX, shall not exceed \$_____.
- B. Contractor expenditures from XXXXX through XXXXXX, shall not exceed \$_____.
- C. Contractor expenditures from XXXXX through XXXXX, shall not exceed \$_____.

Any increase in funding to a Fiscal Year shall be at the County's sole discretion and implemented through a written amendment to this Work Order.

All invoices under this Work Order shall be submitted to the following:

NAME TBD
TITLE TBD
510 S. Vermont Ave., Los Angeles, CA 90020
email@dmh.lacounty.gov

The Contractor shall retain receipts and supporting documentation for all expenses included on monthly invoices and make such records available to the County upon request. The Contractor shall not be entitled to any compensation whatsoever for any service or other work that is not specified in this Work Order, and/or goes beyond the expiration date of this Work Order.

The Contractor shall have a cost accounting method that accurately reflects allowable cost allocations for actual time spent providing services under this Work Order. The Contractor shall reference the Department of Auditor-Controller, Contract Accounting and Administration Handbook to establish accounting, internal control, financial reporting, and contract administration standards. The handbook can be downloaded at <http://auditor.lacounty.gov>.

VI. ADMINISTRATION OF WORK ORDER

The Department of Mental Health’s Project Director, Project Manager, and Project Monitor are as follows:

Project Director

NAME

TITLE

510 S. Vermont Ave., Los Angeles, CA 90020

Telephone

email@dmh.lacounty.gov

Project Manager

NAME

TITLE

510 S. Vermont Ave., Los Angeles, CA 90020

Telephone

email@dmh.lacounty.gov

VII. BUSINESS ASSOCIATE AGREEMENT UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions 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 Regulations (C.F.R.) Parts 160 and 164 (collectively, the “HIPAA Rules”). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

