

APPENDIX A – SAMPLE MHSA WORK ORDER

EXHIBITS

- A) STATEMENT OF WORK (SOW)
 - 1) SOW Attachment I – Work Order Discrepancy Report
- B) WORK ORDER FISCAL PROVISIONS AND INVOICE
- C) INDEMNIFICATION AND INSURANCE COVERAGE FOR THIRD-PARTY ADMINISTRATOR
- 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) SAFE SURRENDERED BABY LAW
- 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 MA #)

SAMPLE WORK ORDER NO. XXXX

Project Title: Third Party Administrator Service

Contractor: (Insert Contractor Name)

I. RECITALS

WHEREAS, on (insert effective date of MA) the County of Los Angeles (LAC or County) on behalf of its Department of Mental Health (DMH) and (insert Contractor Name) (Contractor) entered into a Mental Health Services Act (MHSA) Master Agreement (hereafter Master Agreement) (insert MHXXXXXX); and

WHEREAS, the County has determined that by entering into this Work Order (WO) 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 the WO will be issued and executed in accordance with Paragraph 3.0 – 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 will satisfactorily 1) develop and release a solicitation to Community-Based Organizations (CBOs) selected by the LACDMH MHSA Community Stakeholders; 2) contract directly with 10 CBOs resulting from the solicitation; 3) administer day-to-day contracted services provided by CBOs; 4) evaluate and report on the CBOs' performance and services outcomes; and 5) perform as the fiscal intermediary and pay CBOs directly for contracted services.

III. TERM

The term of the WO is for one (1) year unless sooner extended or terminated. The WO is effective [date of execution], 20XX through XXXX, 20XX,

IV. AMENDMENT

Pursuant to Paragraph 8.1, (Amendments) of the Master Agreement, for any change that affects the SOW, term, payment, or any terms and conditions of the Master

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Agreement and/or this WO, a written amendment will be prepared and executed by the Contractor and by the Director of LACDMH or her designee.

V. PAYMENT

The County will pay the Contractor for all services provided under this WO in accordance with Sub-Paragraph 5.4, Invoices and Payments, of the Master Agreement and Appendix A (Sample Work Order Exhibits) Exhibit B (Fiscal Provisions and Invoice).

The Contractor's annual funding amounts will remain firm and fixed for the term of the WO 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 (**date of execution**), through June 30, XXXX, will not exceed \$XXXXX (\$XXXX).

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

All invoices under this WO shall be submitted to the following:

APSEUInquiry@dmh.lacounty.gov

All invoice questions under this WO shall be submitted to the appropriate LACDMH staff listed in Exhibit D (County's Administration) of Appendix A – Sample Work Order Exhibits.

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

The Contractor will have a cost accounting method that accurately reflects allowable cost allocations for actual services under this WO. The Contractor will 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 [AC Contract Accounting and Administration Handbook - June 2021 \(lacounty.gov\)](#)

VI. ADMINISTRATION OF WORK ORDER

The Department of Mental Health's Project Director, Project Manager, and Project Monitor are reflected on Exhibit D (County's Administration) of Appendix A – Sample Work Order Exhibits.

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The Contractor's Administrative staff who shall work under this Work Order are reflected on Exhibit E (Contractor's Administration) of Appendix A – Sample Work Order Exhibits.

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")).

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The Contractor's signature on this Work Order document confirms the Contractor's agreement with all provisions of the Work Order. All terms of the Master Agreement shall remain in full force and effect. The terms of the Master Agreement shall govern and take precedence over any conflicting terms and/or conditions in this Work Order, regardless of any oral promise made to the Contractor by any County personnel whatsoever.

<div style="border-bottom: 1px solid black; text-align: center; padding-bottom: 5px;"> [Insert Contractor Name] </div> <div style="text-align: center; padding-top: 5px;">Contractor</div>		<div style="border-bottom: 1px solid black; text-align: center; padding-bottom: 5px;"> Department of Mental Health </div> <div style="text-align: center; padding-top: 5px;">County</div>	
By:	<div style="border-bottom: 1px solid black; text-align: center; padding-bottom: 5px;"> </div> <div style="text-align: center; padding-top: 5px;">Signature</div>	By:	<div style="border-bottom: 1px solid black; text-align: center; padding-bottom: 5px;"> </div> <div style="text-align: center; padding-top: 5px;">Signature</div>
Name:	<div style="border-bottom: 1px solid black; text-align: center; padding-bottom: 5px;"> </div>	Name:	<div style="border-bottom: 1px solid black; text-align: center; padding-bottom: 5px;"> Lisa H. Wong, Psy.D. </div>
Title:	<div style="border-bottom: 1px solid black; text-align: center; padding-bottom: 5px;"> </div>	Title:	<div style="border-bottom: 1px solid black; text-align: center; padding-bottom: 5px;"> Director </div>
Date:	<div style="border-bottom: 1px solid black; text-align: center; padding-bottom: 5px;"> </div>	Date:	<div style="border-bottom: 1px solid black; text-align: center; padding-bottom: 5px;"> </div>