

**MASTER AGREEMENT FOR
AS-NEEDED PSYCHIATRY SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK (REFER TO EXHIBIT A)
- B-2 COUNTY'S AND CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D-3 BILLING AND PAYMENT

CERTIFICATIONS

- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST

NON-IT MASTER AGREEMENTS

- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E4 INTENTIONALLY OMITTED
- E5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

UNIQUE EXHIBITS

- F1-F3 INTENTIONALLY OMITTED
- G INTENTIONALLY OMITTED
- H INTENTIONALLY OMITTED
- I CHARITABLE CONTRIBUTIONS CERTIFICATION
- J INTENTIONALLY OMITTED
- K ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

LACDMH'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

LACDMH'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

LACDMH'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

LACDMH'S WORK ORDER DIRECTORS / STAFF:

Name: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

LACDMH'S CONTRACT ANALYST:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

MASTER AGREEMENT NO. _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

**AS-NEEDED SERVICES
MASTER AGREEMENT WORK ORDER
BILLING AND PAYMENT**

Contractor Name

MASTER AGREEMENT NUMBER: _____

I. GENERAL

Contractor's Psychiatrist will satisfactorily perform all the tasks and services detailed in the Statement of Work in compliance with the terms and conditions of Contractor's Master Agreement.

- A. Upon reporting to and leaving assigned LACDMH work site, Psychiatrist shall sign in and out on Contractor- provided time sheets during the term of the Contract. LACDMH may request Contractor to use County-provided time sheets during the term of this Contract, in which case a copy of the time sheet shall be sent to the Contractor as the need arises.
- B. LACDMH site may change or cancel a work site agreement without incurring any financial liability upon providing Contractor with at least 14 days prior notice.
- C. If and when Contractor removes Psychiatrist from LACDMH work site premises upon receipt of oral or written notice from LACDMH work site that the actions of the Psychiatrist may adversely affect the delivery of mental health services, Contractor shall bill County for only actual hours, or portion thereof, worked by Psychiatrist prior to their removal.

II. BILLING

- A. Contractor shall bill County monthly in arrears **no later than 30 days from the end of each month** after services were performed at the LACDMH work site, in accordance with terms, conditions, and rates set forth. All invoices (See D-1) shall clearly reflect and provide reasonable details of the services for which invoice is made, including, but not limited to, type of services provided, name of psychiatrist who provided services per LACDMH work site, dates and hours worked per month, and administrative charges, as set forth in the Master Agreement. Each LACDMH work site at which services were provided by the Psychiatrist shall require a separate time sheet.
- B. Contractor shall submit in arrears one original invoice per month with all attached signed time sheets for each Psychiatrist. Weekly, partial, or bi-monthly invoices submitted will be considered incomplete invoices and will not be considered for payment until the invoices are complete and correct with all the requisite time sheets. Monthly invoices shall only include dates of services provided per month per work site and shall not include overlapping months.

C. Contractor will submit all complete invoices under this to:

County of Los Angeles- Department of Mental Health
Office of The Medical Officer-CMO Administration
510 S. Vermont Ave., 22nd Floor
Los Angeles, CA 90020

III. PAYMENT

- A. In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Master Agreement, and/or that utilizes personnel not specified in this Master Agreement, and/or that goes beyond the expiration date of this Master Agreement.
- B. Upon receipt of complete invoices, as determined by LACDMH, LACDMH shall pay Contractor within 30 calendars days. It is the responsibility of Contractor to ensure that invoices are submitted correctly by reviewing time sheets of each Psychiatrist and each invoice prior to submission to LACDMH. LACDMH shall notify Contractor of incorrect and/or discrepant invoices and reconcile invoices before forwarding reconciled invoices to the LACDMH Accounting Division for payment. **Contractor shall submit all corrections requested by LACDMH within 15 calendar days or LACDMH, if not received, at its sole discretion, may delay payment.**
- C. LACDMH shall pay all-inclusive hourly rates for psychiatrist services under this Master Agreement as follows:

<u>Description /Work Sites</u>	<u>Hourly Rate</u>
1. Psychiatry Services - All LACDMH work sites, including tele psychiatry services.	\$258.81
2. Child and Adolescent Services – All LACDMH work sites, including tele psychiatry services.	\$297.63
3. Psychiatry Services - LACDMH work sites in the High Desert Area – Incentive for those Psychiatrists commuting 50 miles or more to in-person services	\$310.57
4. Child and Adolescent Services – LACDMH work sites in the High Desert Area – Incentive for those Psychiatrists commuting 50 miles or more to in-person services.	\$357.16
5. Psychiatry Services - Overtime and holiday rates <u>will not</u> be paid.	N/A
6. Child and Adolescent Psychiatry services – Overtime and holiday rates will not be paid.	N/A

The rates set forth in this Exhibit shall be the sole consideration paid by LACDMH to Contractor hereunder. Payment to Contractor shall be only for the actual number of hours worked by the assigned Psychiatrist.

FROM:	TO:
Contractor Name: _____	County of Los Angeles - Department of Mental Health
Contractor Address: _____	Attention: Office of the Chief Medical Officer - CMO Administration
Contractor City, State, Zip: _____	510 S. Vermont Avenue, 22nd Floor
Contractor Phone: _____	Los Angeles, CA 90020
Contact Person: _____	
Contact Email Address: _____	

Master Agreement Number: _____	
Independent Contractor	Worksite Name: _____
Psychiatrist Name: _____	Worksite Address: _____
Month and Year: _____	_____
Date Submitted: _____	Invoice Number: _____

Date Worked	Hours	Hourly Rate	Description	Amount
		\$		\$
Monthly Invoice Total				\$

I hereby certify that the above information is true and correct and that the psychiatry services and administrative costs reflected above are eligible for reimbursement under the terms and conditions of the As-Needed Psychiatry Services Master Agreement between the County and Contractor.

Contractor Authorized Person (Print Name)

Signature

Date

I confirm that the time reported above has been verified and approved.		
Initial Reviewer (Print Name)	Signature	Date
L.A. County Authorized Person (Print Name)	Signature	Date

**AS-NEEDED PSYCHIATRIC SERVICES
MASTER AGREEMENT**

CERTIFICATION OF EMPLOYEE OR CONTRACTED STATUS

Contractor Name

MASTER AGREEMENT NUMBER: _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s) or contracted staff; (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the Master Agreement Attachment A-1 Referral.

EMPLOYEES

- | | | | |
|----|-------|-------------------------------------|-----------------------------------|
| 1. | _____ | Contractor <input type="checkbox"/> | Employee <input type="checkbox"/> |
| 2. | _____ | Contractor <input type="checkbox"/> | Employee <input type="checkbox"/> |
| 3. | _____ | Contractor <input type="checkbox"/> | Employee <input type="checkbox"/> |
| 4. | _____ | Contractor <input type="checkbox"/> | Employee <input type="checkbox"/> |

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**AS-NEEDED PSYCHIATRY SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

Contractor Name

MASTER AGREEMENT NUMBER: _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____

MASTER AGREEMENT NUMBER: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR PSYCHIATRIST/NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Non-Employee
(Psychiatrist) Name: _____

County Master Agreement No.:

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Vendor or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Vendor engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Vendor or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" security and privacy requirements.

_____ (hereafter "Contractor") acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal identifiable information (PII); protected health information (PHI) and medical information (MI).

Contractor acknowledges it is the Contractor's responsibility to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> **annually and upon notification by DMH of updated Information Security Attachments to complete, or update, the forms listed below that are applicable to their contract:**

- ☐ Attachment 1 – Information Security and Privacy Requirements for Contracts
- ☐ Attachment 2 – DMH Contractor's Compliance with Information Security Requirements
- ☐ Attachment 3 – Confidentiality Oath for Non-DMH Workforce Members
- ☐ Attachment 4 – Electronic Data Transmission Trading Partner Attachment (TPA)

Further, Contractor agrees to comply with the terms and conditions of the attachments listed above, which are by this reference made a part of the Master Agreement. It is Contractor's responsibility to access the link above, complete the attachments as specified and only return the documents where submission is indicated, via email to the Contract Administrator listed in Exhibit B (County's and Contractor's Administration).

Name of authorized official (Official Name) _____
Printed name

Signature of authorized official _____ Date _____