STANDARD EXHIBITS

A	STATEMENT OF WORK (REFER TO EXHIBIT A-6)
B-2	COUNTY'S AND CONTRACTOR'S ADMINISTRATION
C	INTENTIONALLY OMITTED
D-3	BILLING AND PAYMENT
E	CERTIFICATION OF EMPLOYEE STATUS
E2	CERTIFICATION OF NO CONFLICT OF INTEREST
E3	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
E4	INTENTIONALLY OMITTED
E5	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
F1	INTENTIONALLY OMITTED
F3	INTENTIONALLY OMITTED
F3	INTENTIONALLY OMITTED
G	INTENTIONALLY OMITTED
H	INTENTIONALLY OMITTED
I	INTENTIONALLY OMITTED
J	INTENTIONALLY OMITTED
K-7	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: _____

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:

Description /Work Sites	**Hourly Rate**
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.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
AS-NEEDED PSYCHIATRY SERVICES INVOICE

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

Psychiatrist Name: _____

Month and Year: _____

Date Submitted: _____

Worksite Name: _____

Worksite Address: _____

_____

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 ☐	Employee ☐
2.	_____	Contractor ☐	Employee ☐
3.	_____	Contractor ☐	Employee ☐
4.	_____	Contractor ☐	Employee ☐

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: _____

ATTESTATION REGARDING INFORMATION SECURITY AND TECHNOLOGY 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 and, if applicable, to the Department of Mental Health (DMH) Information Technology Technical 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), and, if applicable, that all technology and technical requirements are met.

Contractor acknowledges it is the Contractor's responsibility to access DMH's Information Security Attachments and Technology Document (available at https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/) **annually and upon notification by DMH of updates to said Attachments. It is Contractor's responsibility to complete, or update, the forms listed below that are applicable to their contract:**

- ☐ Attachment 1 – Information Security and Privacy Requirements for Contracts
  - ☐ Addendum A ☐ Addendum B ☐ Addendum C
- ☐ 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)
- ☐ Attachment 5 – Information Technology Technical Requirements
- ☐ Attachment 6 – Electronic Health Records Security Compliance

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 Contract. It is Contractor's responsibility to return the documents, where submission is indicated, via email to the CDAD Contract Analyst listed in Exhibit D (County's Administration).

Name of authorized official (Official Name)_____
Printed name

Signature of authorized official _____ Date _____