

**APPENDIX A**  
**MODEL MASTER AGREEMENT**



**TEMPORARY PERSONNEL SERVICES**  
**MASTER AGREEMENT**  
**FOR**  
**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**  
**PERSONNEL ADMINISTRATION**

**BY AND BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND**

[ ]

**NOTICE TO RFSQ VENDORS**

**THIS DOCUMENT IS A MODEL MASTER AGREEMENT WHICH INCLUDES MANY OF COUNTY'S CONTRACTING REQUIREMENTS AS OF THE ISSUANCE OF THIS REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ). COUNTY MAKES NO REPRESENTATION OR WARRANTY THAT ALL OF THE PROVISIONS IN THIS MODEL MASTER AGREEMENT WILL BE INCLUDED IN ANY RESULTANT MASTER AGREEMENT, THAT SUCH PROVISIONS WILL NOT BE MODIFIED IN ANY RESULTANT MASTER AGREEMENT, OR THAT OTHER PROVISIONS WILL NOT BE INCLUDED IN ANY RESULTANT MASTER AGREEMENT.**

MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND

[ \_\_\_\_\_ ]

Table of Contents

RECITALS .....	1
1. MASTER AGREEMENT AND INTERPRETATION.....	1
1.1 Master Agreement.....	1
1.2 Interpretation .....	1
1.3 Additional Terms and Conditions .....	2
1.4 Construction .....	2
2. DEFINITIONS .....	3
3. ADMINISTRATION OF MASTER AGREEMENT – COUNTY.....	5
3.1 County Project Director .....	5
3.2 County Project Manager.....	5
3.3 Consolidation of Duties .....	6
3.4 County Personnel.....	7
4. ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR.....	7
4.1 Contractor Project Manager .....	7
4.2 Contractor Assistant Project Manager.....	7
4.3 Approval of Contractor's Staff .....	8
5. WORK.....	8
6. CHANGE ORDERS AND AMENDMENTS .....	9
6.1 General .....	9
7. TERM.....	10
8. PRICES AND FEES.....	10
8.1 General .....	10
8.2 Maximum Contract Sum.....	10
8.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement.....	11
9. COUNTY’S OBLIGATION FOR FUTURE FISCAL YEARS .....	11

10.	INVOICES AND PAYMENTS. ....	11
10.1	Payments .....	11
10.2	Approval of Invoices .....	11
10.3	Details .....	12
10.4	Submission of Invoices .....	12
10.5	No Out-of-Pocket Expenses .....	13
10.6	Contractor Responsibility .....	13
10.7	County’s Right to Withhold .....	13
11.	LIQUIDATED DAMAGES .....	13
12.	NOTICES .....	14
13.	ARM’S LENGTH NEGOTIATIONS .....	15
14.	NO GUARANTY OF WORK .....	15
15.	NON EXCLUSIVITY.....	15
16.	CONTRACTOR’S OBLIGATIONS AS A “BUSINESS ASSOCIATE” UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH) .....	15
17.	SURVIVAL.....	16

**EXHIBITS**

- EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS
- EXHIBIT B – STATEMENT OF WORK- (Not attached to sample; See Appendix B)  
ATTACHMENT I – JOB CLASSIFICATIONS, DUTIES, AND MINIMUM QUALIFICATIONS (Not attached to sample; See Appendix B)  
ATTACHMENT II – CONTRACT DISCREPANCY REPORT (Not attached to sample; See Appendix B)
- EXHIBIT C – PRICE SHEET – TEMPORARY PERSONNEL JOB CLASSIFICATIONS AND BILLABLE HOURLY RATES (Not attached to sample; See Appendix C, Required Forms, Exhibit 14, Sample Format)
- EXHIBIT D - SAMPLE WORK ORDER
- EXHIBIT E - CONTRACTOR’S EEO CERTIFICATION
- EXHIBIT F1 – CONTRACTOR’S EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- EXHIBIT F2 - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
- EXHIBIT G - JURY SERVICE ORDINANCE (Not attached to sample; See Appendix H)
- EXHIBIT H - SAFELY SURRENDERED BABY LAW (Not attached to sample; See Appendix I)

- EXHIBIT I - DEFAULTED PROPERTY TAX REDUCTION PROGRAM  
(Not attached to sample; See Appendix K)
- EXHIBIT J - CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996  
(HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC  
AND CLINICAL HEALTH ACT (HITECH)
- EXHIBIT K - SUBSEQUENT EXECUTED WORK ORDERS

## **RECITALS**

THIS MASTER AGREEMENT is entered into by and between the County of Los Angeles ("County") and [\_\_\_\_\_] a [\_\_\_\_\_] organized under the laws of [\_\_\_\_\_] located at [\_\_\_\_\_] ("Contractor"), to provide Temporary Personnel Services for the Los Angeles County Sheriff's Department (the "Department").

WHEREAS, Contractor is in the business of providing Temporary Personnel Services; and

WHEREAS, County, through the Department, desires to contract with Contractor for as-needed Temporary Personnel Services for the Department as further described herein; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence to provide such Temporary Personnel Services as further described in the Agreement; and

WHEREAS, this Master Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.4 and otherwise; and

WHEREAS, the County Board of Supervisors has authorized the Sheriff of the County of Los Angeles to execute this Master Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

### **1. MASTER AGREEMENT AND INTERPRETATION**

- 1.1 Master Agreement. This base document along with Exhibits A through K, any attachments attached hereto or thereto, and any executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Master Agreement." This Master Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Master Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

Attachment I Job Classifications, Duties, and Minimum Qualifications

Attachment II Contract Discrepancy Report

1.2.3. Exhibit C – Price Sheet – Temporary Personnel Job Classifications and Billable Hourly Rates

1.2.4. Exhibit D – Sample Work Order

1.2.5. Exhibit E - Contractor's EEO Certification

1.2.6 Exhibit F1 - Contractor's Employee Acknowledgement and Confidentiality Agreement

1.2.7 Exhibit F2 - Contractor's Non-Employee Acknowledgment and Confidentiality Agreement

1.2.8 Exhibit G - Safely Surrendered Baby Law

1.2.9 Exhibit H - Jury Service Ordinance

1.2.10 Exhibit I - Defaulted Property Tax Reduction Program Ordinance

1.2.11 Exhibit J - Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

1.2.12 Exhibit K – Subsequent Executed Work Orders

1.3 Additional Terms and Conditions. Without limiting the generality of Sub-section 1.1 (Master Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Master Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Master Agreement refer to this Master Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Master Agreement with the words "including", "for example",

“e.g.”, “such as”, “etc.”, or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Section headings used in the Master Agreement are for convenience only and are not a part of the Master Agreement and shall not be used in construing the Master Agreement. References in this Master Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Master Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

## **2. DEFINITIONS**

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Master Agreement.

- 2.1 “Amendment” has the meaning set forth in Section 6 (Change Orders and Amendments).
- 2.2 “Board” means the Los Angeles County Board of Supervisors.
- 2.3 “Business Days” means Monday through Friday, excluding County recognized holidays.
- 2.4 “Change Order” has the meaning set forth in Section 6 (Change Orders and Amendments).
- 2.5 “Contractor Project Manager” has the meaning set forth in Sub-section 4.1 (Contractor Project Manager).
- 2.6 “Contractor Assistant Project Manager” has the meaning set forth in Sub-section 4.2 (Contractor Assistant Project Manager).
- 2.7 “County” has the meaning set forth in the Recitals.
- 2.8 “County Counsel” means County’s Office of the County Counsel.
- 2.9 “County Project Director” has the meaning set forth in Sub-section 3.1 (County Project Director).
- 2.10 “County Project Manager” has the meaning set forth in Sub-section 3.2 (County Project Manager).
- 2.11 “Department” has the meaning set forth in the Recitals.
- 2.12 “Dispute Resolution Procedure” has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

- 2.13 Intentionally Omitted.
- 2.14 "Hourly Rate" has the meaning set forth in Section 8 (Prices and Fees)
- 2.15 "Infringement Claims" has the meaning set forth in Section 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.16 "Initial Term" has the meaning set forth in Section 7 (Term).
- 2.17 "Jury Service Program" has the meaning set forth in Section 33.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.18 "Master Agreement" means generally County's standard agreement executed between County and individual Contractors, which sets forth the terms and conditions for the performance of all services provided under the agreement. Specifically, Master Agreement has the meaning set forth in Sub-section 1.1 (Master Agreement).
- 2.19 "Maximum Contract Sum" has the meaning set forth in Section 8 (Prices and Fees).
- 2.20 "Option Term" has the meaning set forth in Section 7 (Term).
- 2.21 "Qualified Contractor" means a contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ) Number 428-SH, has met the minimum qualifications listed in the RFSQ and has an executed Master Agreement with County.
- 2.22 "Request for Statement of Qualifications" or "RFSQ" means a solicitation based on establishing a pool of qualified vendors to provide services through Master Agreements.
- 2.23 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.24 "Statement of Qualifications" or "SOQ" means a vendor's response to an RFSQ.
- 2.25 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Master Agreement, together with all attachments thereto, as the same may be amended by any approved Change Order or Amendment.
- 2.26 "Term" has the meaning set forth in Section 7 (Term).
- 2.27 "Vendor" means a corporation or other entity that provides the services required under the RFSQ.



- 2.28 “Work” means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Master Agreement, Exhibit B (Statement of Work), and all the Exhibits, and executed Change Orders and Amendments hereto.
- 2.29 “Work Order” means a subordinate agreement in the form of Exhibit D, Sample Work Order, executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in the Work Order and in accordance with Exhibit B (Statement of Work). No work shall be performed by Contractor except in accordance with validly executed Work Order.

### **3. ADMINISTRATION OF MASTER AGREEMENT – COUNTY**

#### **3.1 County Project Director.**

- 3.1.1 “County Project Director” for this Master Agreement shall be the following person:

Assistant Director  
Los Angeles County Sheriff’s Department  
Personnel Administration  
101 Centre Plaza Drive  
Monterey Park, California 91754  
(323) 981-5843

- 3.1.2 County will notify Contractor in writing of any change in the name or address of County Project Director.
- 3.1.3 Except as set forth in Section 6 (Change Orders and Amendments) of this Master Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

#### **3.2 County Project Manager.**

- 3.2.1 “County Project Manager” for this Master Agreement shall be the following person:

Administrative Services Manager II  
Los Angeles County Sheriff's Department  
Personnel Services  
101 Centre Plaza Drive  
Monterey Park, California 91754  
(323) 981-5852

Unless otherwise specifically noted, whenever this Master Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Sub-section 3.2.2.

- 3.2.2 County shall notify Contractor in writing of any change in the name or address of County Project Manager.
  - 3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Master Agreement, shall have the authority to issue and approve Work Orders, shall interface regularly with Contractor, and further shall have the duties from time to time given to such person by County.
  - 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
  - 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.
  - 3.2.6 County Project Manager shall issue Contract Performance Discrepancy Report as soon as possible to Contractor whenever a contract discrepancy is identified, as stated in Exhibit B (Statement of Work).
- 3.3 Consolidation of Duties. County reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Sub-section 3.1 (County Project Director), and the duties of the County Project Manager, which duties are enumerated in Sub-section 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Master Agreement. County will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Sub-section 3.3.

3.4 County Personnel. All County personnel assigned to this Master Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

**4. ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR**

4.1 Contractor Project Manager.

4.1.1 “Contractor Project Manager” shall be the following person, who shall be a full-time employee of Contractor:

[ \_\_\_\_\_ ]

4.1.2 Contractor Project Manager shall be responsible for Contractor’s day-to-day activities as related to this Master Agreement.

4.1.3 During the Term of the Master Agreement, Contractor Project Manager shall be available to meet and confer with County, as necessary, in person or by phone.

4.1.4 Contractor Project Manager shall notify County in writing of any change in the name or address of Contractor Project Manager and/or Contractor’s Assistant Project Manager.

4.1.5 Contractor Project Manager shall provide emergency contact information in the event of an emergency.

4.2 Contractor Assistant Project Manager.

4.2.1 “Contractor Assistant Project Manager” shall be the following person who shall be a full-time employee of Contractor:

[ \_\_\_\_\_ ]

4.2.2 Contractor Assistant Project Manager shall be responsible for Contractor’s day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in Subparagraph.

4.2.3 Contractor Assistant Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with County, or as determined by County Project Manager.

4.2.4. Contractor shall notify County in writing of any change in the name or address of Contractor Assistant Project Manager.

#### 4.3 Approval of Contractor's Staff.

- 4.3.1 County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, Contractor Project Manager, Contractor shall provide County with a resume of such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Manager.
- 4.3.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff having direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

### 5. WORK

- 5.1 Pursuant to the provisions of this Master Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 5.2 Upon determination by County to request temporary personnel services, it is Department's intent to issue Work Orders to Qualified Contractors on a rotational basis; however, County Project Manager or designee has the sole discretion to issue a Work Order to any of the Qualified Contractors. Work Orders will generally be issued in accordance with Section 3.0 (Work Orders) of Exhibit B (Statement of Work).
- 5.3 If Contractor provides any task, deliverable, service, or other work to County (1) other than as specified in the Master Agreement, and/or (2) that utilizes other than the approved temporary personnel, and/or (3) that goes beyond the scope of work authorized in the Work Order, and/or (4) that exceeds the total maximum hours as specified in the Work Order, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 5.4 Contractor acknowledges that, subject to this Section 5 (Work), all Work performed under this Master Agreement is payable in arrears on a monthly basis, in accordance with the terms and conditions of this Master Agreement, including this Section 5 (Work), Section 8 (Prices and Fees), and Section 10 (Invoices and Payments).
- 5.5 All such Work must be provided solely as specified under this Master Agreement and in accordance with a fully executed Work Order and must receive the written approval of County Project Director and/or County Project Manager in order to

qualify for payment. In no event shall County be liable or responsible for payment for any Work prior to approval from County Project Director or his/her designee of such Work.

- 5.6 The Department reserves the right to add temporary personnel job classifications throughout the Term of this Master Agreement in accordance with Section 6 (Change Orders and Amendments).

## **6. CHANGE ORDERS AND AMENDMENTS**

No representative of either County or Contractor, including those named in this Master Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Master Agreement, except through the procedures set forth in this Section 6 (Change Orders and Amendments).

### **6.1 General**

County reserves the right to change any portion of the Work required under this Master Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Master Agreement, a Change Order shall be executed by both the County Project Director and Contractor Project Manager.
- 6.1.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Master Agreement shall be executed by Sheriff and Contractor.
- 6.1.3 For any change that materially affects the scope of Work, Term, period of performance, amount of payments, or any other term or condition included under this Master Agreement, then a written Amendment to this Master Agreement shall be executed by the Board and Contractor.
- 6.1.4 Notwithstanding Sub-section 6.1.3 above, for (1) any Option Term extension of the Master Agreement beyond the Initial Term pursuant to Sub-section 7.2 below, (2) any assignment of rights or delegation of duties pursuant to Section 38.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), and (3) any addition or deletion of Temporary Personnel Job Classifications set forth on Exhibit C (Price Sheet-Temporary Personnel Job Classifications and Billable Hourly

Rates), a written Amendment to this Master Agreement shall be executed by Sheriff and Contractor.

## **7. TERM**

- 7.1 The Term of this Master Agreement shall commence upon the date of its execution by the Sheriff and shall continue until \_\_\_\_\_ [three (3) years from the date the Board approved the Model Master Agreement], unless terminated earlier in whole or in part, as provided in this Master Agreement (the "Initial Term").
- 7.2 The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Term, to extend the term of this Master Agreement for up to two (2) additional one (1) year periods, and six (6) months in any increment, (an "Option Term") for a total Master Agreement term not to exceed five (5) years and six (6) months. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised in accordance with Sub-section 6.1.4 above.
- 7.3 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address herein provided in Sub-section 3.1.1.

## **8. PRICES AND FEES**

### **8.1 General**

The prices and fees for this Master Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Master Agreement and any fully executed Work Order according to Exhibit C (Price Sheet-Temporary Personnel Job Classifications and Billable Hourly Rates). Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Master Agreement and pursuant to any fully executed Work Order.

### **8.2 Maximum Contract Sum**

In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures"), either expressly or by implication, shall not exceed the sum allocated in that fiscal year's budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the "Maximum Contract Sum."

8.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

**9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS**

9.1 Notwithstanding any other provision of this Master Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Master Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

**10. INVOICES AND PAYMENTS**

10.1 Payments

Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders.

10.2 Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of County Project Manager, as evidenced by County Project Director's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders.

### 10.3 Details

Each invoice submitted by Contractor shall include but shall not be limited to:

- A complete description of the tasks, services, or other Work performed in accordance with Exhibit B (Statement of Work) for which payment is claimed.

Each invoice shall also include the following:

- County Master Agreement Number
- Name(s) of persons who performed the work and job classification
- Name of Department's Unit where work is performed
- Copy of Time Slips signed by the Department's Unit Supervisor
- Copy of the Work Order
- Billable Hourly Rate(s)
- Billing Date
- Invoice Number
- Dates of service provided
- Total charges billed in accordance with Exhibit C (Price Sheet-Temporary Personnel Job Classifications and Billable Hourly Rates).

### 10.4 Submission of Invoices

Contractor shall submit an original and one (1) copy of each invoice to:

Los Angeles County Sheriff's Department  
Personnel Services  
101 Centre Plaza Drive  
Monterey Park, CA 91754  
Attention: Alice Martinez

Copy to: Los Angeles County Sheriff's Department  
Accounts Payable Section – Contracts Billing  
4700 Ramona Blvd., Room 326  
Monterey Park, CA 91754

Contractor shall submit invoice by the 15<sup>th</sup> of the month following the month worked.



10.5 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.6 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.7 County's Right to Withhold

In addition to any rights of County provided in this Master Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

**11. LIQUIDATED DAMAGES**

11.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by County Project Director in a written notice describing the reasons for said action.

11.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement that are correctable over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$50 dollars per day per infraction; and/or upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or

separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

- 11.3 The action noted in Sub-section 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 11.4 This Sub-section shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law , and shall not, in any manner, restrict or limit County's right to terminate the Master Agreement as agreed to herein.

## **12. NOTICES**

All notices or demands required or permitted to be given or made under this Master Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice to the other party in accordance with the procedures set forth above.

To County: (1) Los Angeles County Sheriff's Department  
Personnel Administration  
101 Centre Plaza Drive  
Monterey Park, CA 91754  
Attention: Alice Martinez  
Facsimile: (323) 415-3305  
e-mail: [afmartin@lasd.org](mailto:afmartin@lasd.org)

with a copy to:

(2) Los Angeles County Sheriff's Department  
4700 Ramona Boulevard, Room 214  
Monterey Park, CA 91754-2169  
Attention: Susie Cousins, Assistant Director  
Facsimile: (323) 415-1069  
e-mail address: [scousin@lasd.org](mailto:scousin@lasd.org)

To Contractor: [ \_\_\_\_\_ ]  
Attention: [ \_\_\_\_\_ ]  
Facsimile: [ \_\_\_\_\_ ]  
e-mail address: [ \_\_\_\_\_ ]

The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Master Agreement.

**13. ARM'S LENGTH NEGOTIATIONS**

This Master Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Master Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

**14. NO GUARANTY OF WORK**

This Master Agreement is intended to provide County with Temporary Personnel Services on an as-needed basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services, or any services at all during the Term of this Master Agreement. The determination as to the need for such services shall rest solely within the discretion of County.

**15. NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources. The Department reserves the right to add Qualified Contractors during the Term of this Master Agreement.

**16.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit J in order to provide those services. County and Contractor therefore agree to the terms of Exhibit J, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

**17. SURVIVAL**

The following Sections of this Master Agreement shall survive its expiration or termination for any reason: 1. (Master Agreement and Interpretation), 2. (Definitions), 8. (Prices and Fees), 10. (Invoices and Payments), 12. (Notices), 13. (Arm's Length Negotiations), 16. (Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)), 17. (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
[ ]

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Master Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has caused this Master Agreement to be duly executed on its behalf by its authorized officer, on the dates written below.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Leroy D. Baca, Sheriff

Date \_\_\_\_\_

CONTRACTOR

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
COUNTY COUNSEL

By \_\_\_\_\_  
Michele Jackson  
Deputy County Counsel