

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____
MASTER AGREEMENT No. _____

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 shall be sent to the following address:

Name: _____
Title: _____
Address: _____

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

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor identified above ("Contractor") certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes ☐ | No ☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☐ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☐ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☐ | No ☐ |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

For printing purposes, the Fact Sheet and other information are available on the Internet at:

<https://www.lacounty.gov/residents/family-services/child-safety/safe-surrender/>

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR'S NAME _____
 County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into the County Master Agreement identified above (hereafter "County Master Agreement") to provide certain services to the County of Los Angeles (hereafter "County"). The County requires the Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement (hereafter "Confidentiality Agreement").

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, outsourced vendors, independent contractors and agents (hereafter "Contractor's Staff") that will provide services pursuant to the above referenced County Master 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 County Master Agreement.

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

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County 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. 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 understands and agrees that if it or Contractor's Staff 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 it or Contractor's Staff for County.

Contractor, on behalf of itself and Contractor's Staff, hereby agrees that neither it nor Contractor's will divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced County Master Agreement. Contractor agrees that it and Contractor's Staff shall forward to County's Project Manager all requests for the release of any date or information received.

Contractor agrees that it and Contractor's Staff shall 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's proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the County Master Agreement. Contractor further agrees that it and Contractor's Staff shall protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor also agrees that if proprietary information supplied by other County vendors is provided to Contractor's Staff during employment, Contractor and Contractor's Staff shall keep such information confidential during and following the term of the County Master Agreement.

Contractor agrees that it and Contractor's Staff shall report any and all violations of this Confidentiality Agreement by Contractor or Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor acknowledges that violation of this Confidential Agreement by Contractor or Contractor's Staff may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

☐ Vendor or Contractor is exempt from the California Nonprofit Integrity Act.**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.

If Vendor or Contractor is not exempt, **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 **as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586** under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Contractor shall be listed in good standing and is required to **annually** renew its registry with the Attorney General’s Registry of Charitable Trusts.

Signature**Date:** - -**Name of Signer:** _____**Title:** _____

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing any services under the Master Agreement. Contractor shall use the DHS Forms and medical health screening methodology provided or requested by County.

The medical health screening shall be performed by a physician or other licensed healthcare professional ("PLHCP") authorized to perform such a physical screening, with such cost and expenses to be borne by Contractor. If the assessments and screening services are provided by the DHS Employee Health Services ("EHS"), Contractor may elect to have the DHS EHS provide such services if available. Contractor personnel shall present an official letter on Contractor's letterhead authorizing personnel to obtain the screening from DHS EHS regardless of whether Contractor staff pass or fail the screening. DHS, at its option, shall bill Contractor for the cost of such service or deduct the costs from amount owed by County to Contractor for services provided by Contractor under the Master Agreement.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance E2" forms. The forms must be signed by a healthcare provider attesting that all information is true and accurate, OR, in the alternative, Contractor personnel may supply all required source documents to DHS EHS for verification.

Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate release of Contractor personnel from assignment without reinstatement until Contractor's personnel is compliant. Contractor shall maintain all source documents pertaining to all Contractor personnel pre-employment and annual health evaluation, Tuberculosis, Respiratory Fit Testing and other required immunizations.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the Facility EHS, and have obtained health clearance prior to beginning the work assignment under the Master Agreement.

No person shall be allowed to work at anytime inside any Facility without appropriate documentation of health screening. Lack of evidence of immunity to certain diseases will restrict assignment locations within the Facilities.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in the Facility. If indicated, this requirement is mandatory annually.

Medical Health Screening

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for in the Master Agreement, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "E2 Health Clearance". Contractor personnel will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements may be given a letter indicating they have five (5) days to comply or be released from assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate release from assignment without reinstatement until compliant.

Contractor personnel potentially exposed to occupational hazards will be provided emergency services within the allowable time frames, with the cost of such emergency services to be borne by the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing services for County will be reported on the OSHA Log 300/301, as required by Federal and State regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or the Facility Emergency Room, with the cost of such medical care to be borne by Contractor, as appropriate. Contractor personnel may seek initial care for such injury or exposure from Facility EHS or DHS EHS within the allowable treatment time frames, with the cost of such care to be borne by Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or individual's physician.

ZERO TOLERANCE ON HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Master Agreement for _____ Services		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Sub-paragraph 8.60 – Compliance with County's Zero Tolerance Policy on Human Trafficking of the Master Agreement and agrees that Contractor and all members of its staff providing work under the Master Agreement will be in compliance. Contractor further acknowledges that non-compliance with the County's Zero Tolerance Policy on Human Trafficking may result in cancellation or other termination of the Master Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

**Urgency Ordinance, County Code Title 2 – Administration,
Division 4 – Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)**

I, _____,
on behalf of _____ (“Contractor”),
certify that on the County Master Agreement _____, all Contractor Personnel*
on this Master Agreement are fully vaccinated as required by the Ordinance.

*Contractor Personnel includes subcontractors and as-needed/temporary personnel.

I have authority to bind Contractor and have reviewed the requirements above and
further certify that Contractor shall comply with said requirements.

Signature

Date

Title

Contractor’s Name