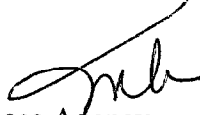


**COUNTY OF SAN MATEO**  
**Interdepartmental Correspondence**

**Date:** May 21, 2001  
**Hearing Date:** June 5, 2001

**TO:** Honorable Board of Supervisors

**FROM:** Maureen Borland, Director, Human Services Agency



**SUBJECT:** Acceptance of Grant Award and Authorization of a Fourth Amendment to the Agreement with Sphere Institute

**RECOMMENDATION**

Adopt a resolution authorizing: 1) Acceptance of a grant award in the amount of \$178,575 from The United States Department of Human Services, Office of the Assistant Secretary for Planning and Evaluation, and 2) Execution of a Fourth Amendment to the Agreement with The Sphere Institute to modify the scope of work, extend the term of the Agreement to May 31, 2002 and to increase the contract by \$276,075 for a total amount of \$739,681.

**BACKGROUND**

On April 20, 1999, by Resolution No. 62725, the San Mateo County Board of Supervisors authorized acceptance of a grant award from the United States Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation, on behalf of Santa Clara, Santa Cruz, and San Mateo counties to support a project entitled "Examining the Circumstances of Individuals and Families Who Leave TANF", and entered into an agreement with The Sphere Institute to conduct research and evaluation examining the circumstances of individuals and families leaving TANF.

On July 27, 1999, by Resolution No. 62977, the San Mateo County Board of Supervisors authorized acceptance of a grant award to support the project entitled "Examining the Circumstances of Individuals and Families Who Receive Housing Benefits", and entered into an amended agreement with The Sphere Institute to conduct research and evaluation examining the circumstances of individuals and families who receive housing benefits.

On February 8, 2000, by Resolution No. 63397, the San Mateo County Board of Supervisors authorized acceptance of a revised grant award amount from The United States Department of Human Services, Office of the Assistant Secretary for Planning and Evaluation, and approved a second amendment to the agreement with The Sphere Institute for research and evaluation of individuals and families exiting TANF and for research and evaluation of individuals and families who receive housing benefits.

On February 27, 2001, by Resolution No. 64267, the County of San Mateo entered into the third amendment to an agreement with The Sphere Institute to provide an additional

\$4,900 to conduct research and evaluation of individuals and families exiting TANF, for research and evaluation of individuals and families who receive housing benefits, and extend the terms of the Agreement to September 30, 2001.

On August 21, 2000, in response to an application submitted in May 2000, the County of San Mateo received Grant Award 00ASPE351A in the amount of \$178,575 from The United States Department of Human Services, Office of the Assistant Secretary for Planning and Evaluation, to support a study titled "Research and Evaluation of Assessing the Family Circumstances of Current and Former TANF (CalWORKs) Child-Only Cases in San Mateo and Santa Clara Counties". The Agency has chosen to have this study conducted by The Sphere Institute due to their substantive knowledge of Agency data, policy, personnel, and procedures; their current knowledge provides additional efficiencies.

### **DISCUSSION**

The research supported by this grant award is a continuation and logical extension of the work done to date. The funded study will help develop a better understanding of the circumstances of this segment of our TANF (CalWORKs) caseload that is increasingly larger in proportion to our number of Family cases. Many Child-Only TANF (CalWORKs) cases are children of undocumented immigrants and, therefore, such knowledge will be useful in consideration of proposal for immigration reform similar to the Immigration Reform and Control Act.

We further believe the results of this study will not only be beneficial to policy makers and researchers, but will also assist us in better targeting our existing services and in developing new service strategies to enhance the self-sufficiency of these families.

A presentation of research and evaluation results to the Board of Supervisors from the study "Examining the Circumstances of Individuals and Families Who Leave TANF" will be calendared for August 2001. A presentation of research and evaluation results to the Board of Supervisors from the study "Research and Evaluation of Assessing the Family Circumstances of Current and Former TANF (CalWORKs) Child-Only Cases in San Mateo and Santa Clara Counties" will be calendared for June 2002.

### **FISCAL IMPACT**

Acceptance of the grant award would provide \$178,575 in funding to the Human Services Agency to fund \$176,075 of the recommended amendment to the Sphere contract and to fund \$2,500 of grant administration travel by the Human Services Agency required as a condition of the grant.

The recommended contract amendment would authorize the provision of an additional \$276,075 of research and evaluation by The Sphere Institute. This expenditure would be funded by \$176,075 of the grant award and a \$100,000 required match. The estimated \$50,000 of the match required in FY 2000-01 will be available from Agency fund balance and the estimated \$50,000 required in FY 2001-02 has been included in the Agency's FY 2001-02 Recommended Budget.

**RESOLUTION NO. \_\_\_\_\_**

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

RESOLUTION AUTHORIZING 1) ACCEPTANCE OF A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF HUMAN SERVICES, OFFICE OF THE ASSISTANT SECRETARY FOR PLANNING AND EVALUATION; AND 2) APPROVAL OF A FOURTH AMENDMENT TO THE AGREEMENT WITH THE SPHERE INSTITUTE FOR RESEARCH AND EVALUATION OF ASSESSING THE FAMILY CIRCUMSTANCES OF CURRENT AND FORMER TANF CHILD-ONLY CASES IN SAN MATEO AND SANTA CLARA COUNTIES.

Contractor	Dates	Amount
The Sphere Institute	2/1/1999 – 5/31/2002	Amount \$739,681

**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, on April 20, 1999, by Resolution No. 62725, the San Mateo County Board of Supervisors authorized acceptance of a grant award from the United States Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation on behalf of the counties of Santa Clara, Santa Cruz and San Mateo, to support a project entitled "Examining the Circumstances of Individuals and Families Who Leave TANF"; and

**WHEREAS**, the County and The Sphere Institute entered into an agreement to conduct research and evaluation examining the circumstance of individuals and families exiting TANF in San Mateo County; and

**WHEREAS**, on July 27, 1999, by Resolution No. 62977, the San Mateo County Board of Supervisor authorized acceptance of a grant award to support the project entitled "Examining the Circumstances of Individuals and Family Who

Receive Housing Benefits”; and

**WHEREAS**, the County and The Sphere Institute entered into an amended agreement to conduct research and evaluation examining the circumstances of individuals and families exiting TANF and examining the circumstances of individuals and families who receive housing benefits in San Mateo County; and

**WHEREAS**, on February 8, 2000, by Resolution No. 63397, the San Mateo County Board of Supervisors authorized acceptance of a revised grant award to support the project entitled “Individuals and Families exiting TANF” and for research and evaluation of “Individuals and Families who Receive Housing Benefits”; and

**WHEREAS**, the County and The Sphere Institute entered into the second amendment to an agreement to conduct research and evaluation individuals and families exiting TANF and for research and evaluation of individuals and families who receive housing benefits; and

**WHEREAS**, on February 27, 2001, by Resolution No. 64267 the County and The Sphere Institute entered into the third amendment to an agreement to provide an additional \$4,900 and extend the term to September 30, 2001 to conduct Research and Evaluation of Examining Circumstance of Individuals and Families Who Leave CalWorks/TANF: Assessing the Validity of Administrative Data and Examining the Circumstances of Individuals and Families Who Receive Housing Benefits; and

**WHEREAS**, there has been presented to this Board of Supervisors for

acceptance of a grant award to support the Research and Evaluation of  
Assessing the Family Circumstances of Current and Former County TANF Child-  
Only Cases in San Mateo and Santa Clara Counties; and

**WHEREAS**, the parties now wish to further amend the agreement to  
provide an additional \$276,075 to conduct research and evaluation to “Assessing  
the Family Circumstances of Current and Former County TANF Child-Only  
Cases in San Mateo and Santa Clara Counties”, and to extend the term of the  
Agreement to May 31, 2002.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND  
ORDERED** that the President of this Board of Supervisors be, and he is hereby,  
authorized and directed to accept the grant award and execute the Fourth  
Amendment to the Agreement for and on behalf of the County of San Mateo, and  
the Clerk of this Board shall attest the President’s signature thereto.

\* \* \* \* \*

**FOURTH AMENDMENT TO AN AGREEMENT WITH  
THE SPHERE INSTITUTE  
FOR RESEARCH AND EVALUATION OF  
ASSESSING THE FAMILY CIRCUMSTANCES OF CURRENT AND FORMER  
TANF CHILD-ONLY CASES IN SAN MATEO AND SANTA CLARA COUNTIES**

THIS FOURTH AMENDMENT TO AN AGREEMENT, entered into on this day of \_\_\_\_\_, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Sphere Institute, hereinafter called "Contractor".

**WITNESSETH:**

**WHEREAS**, the parties entered into an agreement on April 20, 1999, which was amended on July 27, 1999, to conduct research and evaluation of examining the circumstances of individuals and families exiting TANF in San Mateo County; and

**WHEREAS**, the parties entered into a second amendment on February 8, 2000, to conduct research and evaluation of individuals and families who exit TANF and receive housing benefits; and

**WHEREAS**, the parties entered into a third amendment on February 27, 2001, to provide additional funds and extend the term of the Agreement to September 30, 2001, to assess the validity of administrative data and to examine the circumstances of individuals and families who receive housing benefits.

**WHEREAS**, the parties now wish to further amend the agreement to provide additional funds in the amount of \$276,075 to Assess the Family Circumstance of Current and Former TANF Child-Only Cases in San Mateo and Santa Clara Counties, and to extend the term of the Agreement to May 31, 2002.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

1. Paragraph 1. Exhibits is amended to read as follows:  
Exhibits  
Exhibit A: Program Description  
Exhibit A: Program Description (Third Amendment)  
Exhibit A, Program Description (Fourth Amendment)  
Exhibit B, Payment Schedule (Third Amendment)  
Exhibit B, Payment Schedule (Fourth Amendment)  
Exhibit C, Compliance with Section 504  
Exhibit D, Program Monitoring (Third Amendment)  
Exhibit D, Program Monitoring (Fourth Amendment)  
Exhibit E, Ordinance No. 4026 and Compliance Form

2. Exhibit A, Program Description (Fourth Amendment) Exhibit B, Payment Schedule (Fourth Amendment); and Exhibit D, Program Monitoring (Fourth Amendment), attached hereto and incorporated by reference herein, hereby become part of this agreement, and are hereby added to the agreement as amended.
3. Section 15. Term of the Agreement shall be amended as follows: "Subject to compliance with the term and conditions of this Agreement for research and evaluation of Assessing the Family Circumstances of Current and Former TANF Child-Only Cases in San Mateo and Santa Clara Counties, the term of this Agreement shall be from February 1, 1999 to May 31, 2002. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon thirty (30) days' written notice to the other party.
4. Section 16. Violation of the Non-Discrimination Provisions shall be amended as follows: Violation of the non-discrimination provisions of the Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
  - i) termination of the Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

County shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has notified Contractor the such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

5. Section 3A. Payments – Maximum Amount. In full consideration of the Contractor's performance of the services described in Exhibits A, the amount that

the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$739,681 for the contract term.

All Contractors with contractors over \$5,000 must comply with the County Ordinance code with respect to the provision on employee benefits; as set forth in the ordinance, such contractors are prohibited from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. A copy of the ordinance is attached (Exhibit E).

6. All other terms and conditions of the agreement dated April 20, 1999, and amended on July 27, 1999, February 8, 2000 and February 27, 2001, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

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

By: \_\_\_\_\_

Michael D. Nevin, President  
Board of Supervisors, County of San Mateo

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

The Sphere Institute  
Contractor - Print Name

Michael Dardia, Vice President  
Name, Title - Print

  
Signature

Date: May 14, 2001  
Tax ID# 91-1748201



## **PROGRAM DESCRIPTION**

Assessing the Family Circumstances of Current and Former TANF Child-Only Cases in San Mateo and Santa Clara Counties

**The SPHERE Institute**

February 1, 1999 – May 31, 2002

The Contractor will provide, to the satisfaction of the Director of the Human Services Agency, professional services in support of the study entitled *Assessing the Family Circumstances of Current and Former TANF Child-Only Cases in San Mateo and Santa Clara Counties*. These services are funded under Grant 00ASPE351A, U.S. Department of Health and Human Services, Assistant Secretary for Planning and Evaluation (ASPE).

The contractor will conduct the following tasks and provide the specified deliverables:

1. Attend periodic meetings and briefings with the Director of the Human Services Agency, or her designees, and representatives of the counties and other invited persons.
2. Attend at least one meeting in Washington D.C. with ASPE staff, other grantees, and invited persons.
3. Assist in the preparation of quarterly progress reports to be submitted to ASPE as described under the Deliverables and Schedule of this program description.
4. Assist the Director of the Human Services Agency, or her designees, in the development and preparation of a work plan for the project *Assessing the Family Circumstances of Current and Former TANF Child-Only Cases in San Mateo and Santa Clara Counties*.
5. Work in conjunction with the Santa Clara County Social Services Agency and the San Mateo County Human Services Agency's database information specialist and other staff members, as agreed upon by the attached Memorandum of Understanding. Contractor will develop a linked administrative database from each County's Case Data System, GAIN Information System, and Public Housing databases, as well as information from the California Employment Development Department, the California Department of Health Services, and California Department of Social Services.

6. Develop a plan to select all child-only welfare former recipient "Leavers" in San Mateo County and an equivalent number of randomly selected child-only welfare "Leavers" in Santa Clara County to be targeted for mixed-mode interviews. The combined selection should have no fewer than 430 child-only welfare "Leavers". Therefore, if there are fewer than 215 child-only welfare "Leavers" in San Mateo County, the balance of the 430 cases in the sample will be drawn from child-only welfare "Leavers" in Santa Clara County.
7. Develop a plan to select 375 current child-only welfare cases in San Mateo County and 375 current child-only welfare cases in Santa Clara County to be targeted for mixed-mode interviews.
8. Develop and administer a survey data collection questionnaire covering a range of topics including: labor market experiences, participation in public transfer programs, individual and family income, education and training experiences of parents and children, family and household composition, housing, health and health care, and parental well-being.
9. Link survey data files obtained from data collection contractor with linked administrative database.
10. Conduct analyses of linked administrative database and survey database.
11. Prepare interim and final project reports describing data analyses and summarizing results and conclusions from project.
12. Contractor will submit any results, final or interim reports, press releases, data or analysis to the Human Services Agency for review and comment no less than thirty (30) days before their release.

## Deliverables and Schedule

Deliverable	Delivery Date
<b>Project Management</b>	
Quarterly Reports	July, October 2001
Presentation of Preliminary Findings in Washington DC	January, April 2002 January 2002
<b>Questionnaire Development</b>	
Adapt Existing Survey for Child-Only Population Pre-Test Adapted Questionnaire Finalize and Translate Questionnaire	May 2001
<b>Sample Design</b>	
Identify Child-Only Populations in Administrative Data Select Sample of Child-Only Leavers April – Nov, '00 Select Sample of Current Child-Only Cases	May 2001
<b>Survey Data Collection</b>	
Tracking of Sample Interviewing of Survey Sample Members Interim Survey Data Files Delivery of Cleaned Survey Data File Link Cleaned Survey Data File w/Administrative File	June - August 2001   October 2001 December 2001
<b>Administrative Data</b>	
Extract Monthly CDS Data Obtain Semi-annual MEDS Data Files for 2000 Obtain EDD base wage file quarterly 1999 – 2000Q1 Prepare Interim Link Administrative Data File Final Linked Administrative Data File	June - November 2001  August – November 2001 June / September 2001 December 2001
<b>Analysis and Reporting</b>	
Analysis of Linked Administrative Data File Analysis of Survey Data Analysis of Linked Administrative and Survey Data Final Report	June – November 2001 November 01-February 02 March/April 2002 May 2002

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
County of San Mateo  
AND  
County of Santa Clara  
FOR  
RESEARCH AND EVALUATION OF ASSESSING THE FAMILY  
CIRCUMSTANCES OF CURRENT AND FORMER TANF CHILD-ONLY CASES IN  
SAN MATEO AND SANTA CLARA COUNTIES

THIS MEMORANDUM OF UNDERSTANDING, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2001, is for the period of March 1, 2001 through March 1, 2002, by and between the County of San Mateo Human Services Agency, hereinafter referred to as "County" and the County of Santa Clara Social Services Agency, hereinafter referred to as "Contractor" for the purpose of evaluating data gathered on the family circumstances of current and former TANF child-only cases.

A. RESPONSIBILITIES

1. The County agrees to:
  - a. Monitor contract with the Sphere Institute.
  - b. Act as fiscal agent for the grant received from the U.S. Department of Human Services, Office of Assistant Secretary of Planning and Evaluation.
2. The Contractor agrees to:
  - a. Provide data to the Sphere Institute on the circumstances of current and former TANF Child-Only cases in Santa Clara County.

B. HOLD HARMLESS

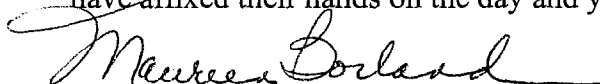
1. It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees from any and all claims which arise out of the terms and conditions of this agreement and which result from the negligent acts or omissions of Contractor, its officers and/or employees.
2. It is agreed that County shall defend, save harmless, and indemnify Contractor, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this agreement and which result from the negligent acts or omissions of County, its officers and/or employees.
3. In the event of concurrent negligence of County, its officers and/or employee, and Contractor, its officers and/or employees, then the liability

for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this agreement shall be apportioned according to the California theory of comparative negligence.

C. TERMS OF AGREEMENT

1. This Memorandum of Understanding shall be for a period of March 1, 2001 through March 1, 2002.
2. This Memorandum of Understanding can be terminated by either party upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.



Maureen Borland, Director  
County of San Mateo  
Human Services Agency



Will Lightbourne, Executive Director  
County of Santa Clara  
Social Services Agency

4-11-01

Date

3/22/01

Date

**EXHIBIT B**  
**Fourth Amendment**

**PAYMENT SCHEDULE**

Assessing the Family Circumstances of Current and Former TANF Child-Only Cases in San Mateo and Santa Clara Counties.

**The Sphere Institute**  
February 1, 1999 – May 31, 2002

**Payments, Audits and Fiscal Provisions**

1. Maximum Amount: The maximum amount of this contract shall not exceed \$276,075.
2. Rate of Payment: In full consideration of the services provided by the Contractor (listed in Exhibit A - Fourth Amendment) County shall pay the Contractor as follows:

<b>Invoice Date</b>	<b>Payment Date</b>	<b>Payment Amount</b>
May 31, 2001	July 19, 2001	\$110,432
August 31, 2001	October 19, 2001	\$55,215
November 30, 2001	January 19, 2002	\$55,215
February 28, 2002	April 19, 2002	\$27,607
April 30, 2002	June 19, 2002	\$27,607

3. Payment Amount includes all travel expenses.

**PROGRAM MONITORING**

Research and Evaluation of Assessing the Family Circumstances of Current and Former TANF Child-Only Cases in San Mateo and Santa Clara Counties

**THE SPHERE INSTITUTE**

February 1, 1999 – May 31, 2002

Progress of Research and Evaluation of Assessing the Family Circumstances of Current and Former TANF Child-Only Cases in San Mateo and Santa Clara Counties, will be monitored on a quarterly basis.

Quarterly Meetings:

Quarterly meetings will be held, at the request of the Director of the Human Services Agency or her designee, between the project manager provided by the contractor and the HSA Research Coordinator. In addition, any other interested HSA manager will be invited to attend these meetings to gain insight or to offer assistance. These meetings will be set in advance and will have an agenda covering the deliverables to date, problems encountered by the research team, and proposed solutions to these problems. Minutes from these meetings will be published and disseminated by County staff.

ORDINANCE NO 04026

EXHIBIT E  
Fourth Amendment

An Ordinance Adding Chapter 2.93 to the San Mateo Ordinance Code to Provide for Non-Discrimination by County Contractors in the Provision of Employee Benefits

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY OF SAN MATEO AS FOLLOWS:

Section 1. There is hereby added to the Ordinance Code of the County of San Mateo a new Chapter 2. 93 to read as follows:

Chapter 2. 93 County Contracts - Non-Discrimination in Benefits

2.93.010 Definitions.

For the purposes of this chapter,

- A. "Contract" means a legal agreement between the County and a Contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- B. "Contractor" means a party who enters into a Contract with the County.
- C. "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into Contracts on behalf of the County.
- D. "Domestic Partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
- E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability; life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

2.93.020 Discrimination in the provision of benefits prohibited.

(a) No Contractor on a County Contract shall discriminate in the provision of Employee Benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

- 2. In the event that the Contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for



ORDINANCE NO 04026

EXHIBIT E  
Fourth Amendment

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WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY OF SAN MATEO AS FOLLOWS:

Section 1. There is hereby added to the Ordinance Code of the County of San Mateo a new Chapter 2. 93 to read as follows:

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B. "Contractor" means a party who enters into a Contract with the County.

C. "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into Contracts on behalf of the County.

D. "Domestic Partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

2.93.020 Discrimination in the provision of benefits prohibited.

(a) No Contractor on a County Contract shall discriminate in the provision of Employee Benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

2. In the event that the Contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for

the spouse of an employee, or the Contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the Contractor shall not be deemed to discriminate in the provision of Employee Benefits if the Contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.

3. The Contractor shall not be deemed to discriminate in the provision of Employee Benefits if, despite taking reasonable measures to do so, the Contractor is unable to extend a particular employee benefit to domestic partners, so long as the Contractor provides the employee with a cash payment equal to the Contractor's cost of providing the benefit to an employee's spouse.

(b) The Board of Supervisors may waive the requirements of this Chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for Contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:

1. Award of a Contract or amendment is necessary to respond to an emergency;

2. The Contractor is a sole source;

4. No compliant Contractors are capable of providing goods or services that respond to the County's requirements;

5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

6. The County is purchasing through a cooperative or joint purchasing agreement;

(c) Contractors should submit requests for waivers of the terms of this Chapter to the Contract Awarding Authority for that Contract, or in the case of Contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of Contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a Contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this Chapter.

(e) No Contract Awarding Authority shall execute a Contract with a Contractor unless such Contractor has agreed that the Contractor will not discriminate in the provision of Employee Benefits as provided for in this Chapter.

#### 2.93.030 Application of Chapter.

The requirements of this Chapter shall only apply to those portions of a Contractor's operations that occur (i) within the County; (ii) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the Contractor's presence at that location is connected to a Contract with the County; and (iii) elsewhere in the United States where work related to a County Contract is being performed. The requirements of this Chapter shall not apply to subcontracts or subcontractors of any contract or Contractor.

#### 2.93.040 Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this Chapter and the

ORDINANCE NO 04026

EXHIBIT E
Fourth Amendment

An Ordinance Adding Chapter 2.93 to the San Mateo Ordinance Code to Provide for Non-Discrimination by County Contractors in the Provision of Employee Benefits

WHEREAS, employee benefits routinely comprise a significant proportion of total employee compensation; and

WHEREAS, discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work; and

WHEREAS, County of San Mateo law prohibits discrimination based on marital status and/or sexual orientation; and

WHEREAS, it is the County's intent, through the contracting practices outlined herein, to equalize the total compensation between similarly situated employees with spouses and employees with domestic partners;

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY OF SAN MATEO AS FOLLOWS:

Section 1. There is hereby added to the Ordinance Code of the County of San Mateo a new Chapter 2. 93 to read as follows:

Chapter 2. 93 County Contracts - Non-Discrimination in Benefits

2.93.010 Definitions.

For the purposes of this chapter,

A. "Contract" means a legal agreement between the County and a Contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.

B. "Contractor" means a party who enters into a Contract with the County.

C. "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into Contracts on behalf of the County.

D. "Domestic Partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.

E. "Employee Benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

2.93.020 Discrimination in the provision of benefits prohibited.

(a) No Contractor on a County Contract shall discriminate in the provision of Employee Benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:

2. In the event that the Contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: SPHERE Institute  
 Contact Person: Elizabeth Mancuso  
 Address: 1415 Rollins Road, Suite 204  
Burlingame, CA 94010  
 Phone Number: 650-558-3980 Fax Number: 650-558-3981

II Employees

Does the Contractor have any employees?  Yes  No  
 Does the Contractor provide benefits to spouses of employees?  Yes  No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 14 day of May, 2001 at Belmont, California  
 (City) (State)

Annal Paula  
 Signature

Michael Dardia  
 Name (Please Print)

Vice President  
 Title

91-174-8201  
 Contractor Tax Identification Number

COUNTY OF SAN MATEO  
MEMORANDUM

DATE: February 2, 2001  
 TO: Pricilla Harris Morse  
 FROM: Janice Jumper FAX 802-5009 HSA202SD  
 SUBJECT: APPROVAL OF INSURANCE

CONTRACTOR: The SPHERE Institute (Third Amendment to An Agreement) For Research and Evaluation of Examining Circumstances of Individuals and Families Who Leave CalWORKS/TANF: Assessing The Validity of Administrative Data and Examining The Circumstances of Individuals and Families Who Receive Housing Benefits.

DO THEY TRAVEL: YES

PERCENT OF TIME: N/A

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): Identify a cohort of families who stopped receiving cash aid in Santa Clara and Santa Cruz counties and track their use of Medi-Cal, Non-Assistance Food Stamps, and cash aid using the statewide Medi-Cal eligibility Data System (MEDS).

COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive Gen Liability	\$ 1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

This is an existing contract with certificate of liability in force. Thanks!

*Pricilla Morse*  
 Manager, Risk Management

Ins.form

PONY EPS163

SUBMIT TO RISK MANAGEMENT  
OR

FAX 363-4864

# ACORD CERTIFICATE OF LIABILITY INSURANCE

FP ID HC  
ACUME-1

DATE (MM/DD/YY)  
01/30/01

**PRODUCER**  
SBC Insurance Services  
260 Sheridan Av Suite 211  
Palo Alto CA 94306  
Phone: 650-329-1150 Fax: 650-326-3177

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Acumen, LLC  
& The Sphere Institute  
Elizabeth Mancuso  
1415 Rollins Road, Suite 206  
Burlingame CA 94010

INSURER A:  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omission	LM30958196	12/01/00	12/01/01	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Ten day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

N ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

CANCELLATION

COUNOSM  
County of San Mateo  
Janice Jumper  
262 Harbor Blvd. Bld. A  
Belmont CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Mike Courtney *Mike Courtney*

**PRODUCER**  
SBC Insurance Services  
260 Sheridan Av Suite 211  
Palo Alto CA 94306  
Phone: 650-329-1150 Fax: 650-326-3177

**INSURED**  
The Sphere Institute & Acumen  
Elizabeth Mancuso  
1415 Rollins Road, Suite 204  
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**INSURERS AFFORDING COVERAGE**

INSURER A: C G U Insurance Co.  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CALQ770236	11/21/00	11/21/01	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Non-Owned Auto				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Ten day notice of cancellation for non-payment of premium.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED; INSURER LETTER:

**CANCELLATION**

**COUNOSM**  
County of San Mateo  
Janice Jumper  
262 Harbor Blvd. Bld. A  
Belmont CA 94002

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Mike Courtney *Mike Courtney*