

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND  
SPHERE INSTITUTE**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SPHERE  
Institute, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract  
with independent contractors for the furnishing of such services to or for County or any  
Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose  
of performing the professional services for the Human Services Agency, Children and  
Family Services Division, hereinafter described, for the development of an enhanced safety  
and risk assessment and management system for Child Welfare System.

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

**1. Exhibits**

The following exhibits are attached hereto and incorporated by reference herein:

- Exhibit A: Program Description-Scope of Work
- Exhibit B: Payment Schedule
- Exhibit C: Monitoring Procedures
- Exhibit D: Compliance with Section 504
- Exhibit E: Equal Benefits Compliance Declaration Form

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall  
perform services for County in accordance with the terms, conditions and specifications set  
forth herein and in Exhibit "A."

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms,  
conditions and specifications set forth herein and in Exhibit "A," County shall make payment  
to Contractor based on the rates and in the manner specified in Exhibit "B." The County  
reserves the right to withhold payment if the County determines that the quantity or quality  
of the work performed is unacceptable. In no event shall the County's total fiscal obligation  
under this Agreement exceed **THREE HUNDRED FORTY NINE THOUSAND FOUR  
HUNDRED NINETY FIVE DOLLARS, (\$349,495).**

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2005 through June 30, 2006.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds**

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County’s prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability . . . . .	\$1,000,000
(b) Motor Vehicle Liability Insurance . . . . .	\$1,000,000
(c) Professional Liability . . . . .	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**11. Non-Discrimination**

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this 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 this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to 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.

Contractor 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 not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, 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.

- E. *Compliance with Equal Benefits Ordinance* - With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Retention of Records, Right to Monitor and Audit**

(a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the County.

(c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**13. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

**14. Controlling Law**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

**15. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

**In the case of County, to:**

Judy Knowlton, Human Services Manager  
San Mateo County, Human Services Agency  
400 Harbor Blvd., Bldg. B  
Belmont, CA 94002  
650.802.5142

**In the case of Contractor, to:**

Ursula Bischoff, Senior Research Associate  
SPHERE Institute  
500 Airport Boulevard, Suite 340  
Burlingame, CA 94010

**16. A. Contractor's Outcome Based Management Responsibilities:**

Contractor will engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- a. Attending planning and informational meetings;
- b. Developing program performance and outcome measurements;
- c. Collecting and submitting data necessary to fulfill measurement requirements;
- d. Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements; and
- e. Participating in a review of performance and outcome information;
- f. Comply with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

**B. Human Services Agency's Outcome Based Management Responsibilities:**

- a. Provide technical assistance and support to assist contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative.
- b. Issue and review OBM Implementation Guidelines.
- c. Conduct review of performance and outcome information.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Richard S. Gordon, President  
Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

**SPHERE Institute**

\_\_\_\_\_  
Contractor's Signature

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



**PROGRAM DESCRIPTION- SCOPE OF WORK  
SPHERE Institute  
FEBRUARY 1, 2005 THROUGH JUNE 30, 2006**

A. Contractor will provide, to the satisfaction of the Director of Human Services Agency (HSA) or his designee, services in connection with the specified scope of work to develop an Evidence-Based Safety and Risk Assessment System for Contra Costa, Glenn, San Mateo and Stanislaus Counties. Specific tasks and deliverables include:

<b>Tasks</b>	<b>Deliverables</b>	<b>Timing</b>
<b>Tool Construction/Refinement</b>		
<ul style="list-style-type: none"><li>• Develop tool content to assure alignment with state workgroup risk constructs.</li><li>• Design tool content to assure alignment between new data collection strategies and existing data collection practices.</li><li>• Develop or obtain practice process flow for each participating County to establish data entry requirements and protocols for tool(s).</li><li>• Engage County workgroup in review and analysis of tool content to verify consistent understanding and application of tools.</li></ul>	<ul style="list-style-type: none"><li>• Assessment tools</li><li>• Technical assistance</li><li>• Tool content validation</li></ul>	February – June, 2005
<b>Build Automated Systems to Support Assessment Tools</b>		
<ul style="list-style-type: none"><li>• Confer with County IT staff via site visits and phone conference to obtain and analyze information about current data collection, analysis and reporting capacity and practice.</li><li>• Work with County project contacts to develop county-specific data collection processes and protocols.</li><li>• Work with State and County project contacts to determine existing data retrieval and extraction resources.</li><li>• Identify and incorporate into electronic forms and data collection procedures adaptive options to support simpler and faster data entry and data access.</li><li>• Develop software tool to process and aggregate collected data.</li></ul>	<ul style="list-style-type: none"><li>• County IT systems assessment</li><li>• Technical user manuals</li><li>• Automated systems linked with CWS/CMS features as feasible</li><li>• Technical assistance</li><li>• Adaptive systems strategies that anticipate planned changes to CWS/CMS application</li></ul>	February – June, 2005
<b>Provide Technical Assistance</b>		
<ul style="list-style-type: none"><li>• Refine tools</li><li>• Develop user guides for program and IT staff.</li><li>• Assist counties to develop and provide training addressing safety and risk assessment content, and provide on-site</li></ul>	<ul style="list-style-type: none"><li>• Revised tools</li><li>• Program and technical user guides</li><li>• On-site technical assistance to support use of tools, and</li></ul>	July 2005 – June 2006

<p>technical assistance to support use of tools as requested.</p> <ul style="list-style-type: none"> <li>• As necessary, develop and provide training on use of automated tools.</li> <li>• As needed, develop, deploy and provide technical assistance to support data collection procedures and automated tools at each county.</li> <li>• As needed and requested, provide training and technical assistance on interpretation and use of analyses and reports.</li> </ul>	<p>automated solutions, as requested</p> <ul style="list-style-type: none"> <li>• Training and technical assistance on interpretation and application of analyses and reports</li> </ul>	
<b>Tool Validation</b>		
<ul style="list-style-type: none"> <li>• Engage County workgroup in review and analysis of tool content to verify consistent understanding and application of tools.</li> <li>• Assess field application of assessment tools and appropriate data entry protocols, collect feedback and implement changes as appropriate.</li> <li>• Work with County staff to develop data transfer protocols for assessment data</li> <li>• Engage County staff in process to develop report content and format.</li> <li>• Present findings of data analysis for workgroup review and discussion to identify any possible inconsistencies in use of tools.</li> <li>• As needed, refine tool content and/or constructs to improve consistency in assessment practices.</li> </ul>	<ul style="list-style-type: none"> <li>• Assessment of application of tools through life of case</li> <li>• Assessment of field implementation of tools</li> <li>• Assessment of comparability in use of tools</li> <li>• Data transfer protocols for assessment data (for each county)</li> <li>• Quantitative data analysis on use of tools</li> <li>• Beginning 11/05, monthly reports of quantitative findings</li> </ul>	<p>July 2005 – June 2006</p>
<b>Outcomes Analysis</b>		
<ul style="list-style-type: none"> <li>• Facilitate County access to CWS/CMS data extracts through CDSS and develop procedures to obtain CWS/CMS data from counties.</li> <li>• Link and process extracts of collected data.</li> <li>• Engage County staff in process to develop report content and format.</li> <li>• Perform data analyses to support risk assessment system design, including analysis of client outcome data by selected dimensions within each county and across counties.</li> </ul>	<ul style="list-style-type: none"> <li>• Acquire historical CWS/CMS data</li> <li>• Data transfer protocols for CWS/CMS data (for each county)</li> <li>• Beginning 12/05, monthly linked extracts of CWS/CMS and CAT data for each county</li> <li>• Templates for report content and format</li> <li>• Beginning 12/05, monthly outcomes analysis</li> </ul>	<p>October 2005 – June 2006</p>
<b>Relating Assessment and Outcomes Data</b>		
<ul style="list-style-type: none"> <li>• Perform analyses to assess relationships between risk assessment observations, interventions and outcomes across the life of a child welfare case</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly risk and outcomes analysis</li> </ul>	<p>January – June, 2006</p>

<ul style="list-style-type: none"> <li>• Perform outcome analysis to test effectiveness of assessment tools within and across decision points through the life of a child welfare case.</li> <li>• Develop reports of findings on key factors associated with greater risk of adverse outcomes at different decision points through life of a case</li> </ul>		
<b>Implementation Analysis &amp; Feedback</b>		
<ul style="list-style-type: none"> <li>• Engage County workgroup(s) in review of reports and assessment of practices that generate these outcomes.</li> <li>• As appropriate for each County based on outcomes findings, conduct in depth practice review in collaboration with County staff to identify challenges and potential strategies to improve outcomes, drawing on multiple data sources such as interviews, focus groups, file review, or client feedback surveys.</li> <li>• As appropriate, modify tools</li> <li>• Develop summative reports for multiple audiences on evidence-based best practices identified through development, implementation and analysis of County risk assessment and risk management system.</li> <li>• Develop flexible and secure web-based dissemination mechanism to present analyses and reporting to appropriate audiences, from directors and managers to case workers.</li> </ul>	<ul style="list-style-type: none"> <li>• Assessment of results</li> <li>• Individual County practice review</li> <li>• Summative reports</li> <li>• Web-based dissemination tool</li> </ul>	November 2005 - June, 2006

**EXHIBIT B**

**PAYMENT SCHEDULE  
SPHERE Institute  
FEBRUARY 1, 2005 THROUGH JUNE 30, 2006**

**I. PAYMENTS**

In full consideration of the services provided by Contractor pursuant to this Agreement, and subject to the provisions of paragraph 3 of the Agreement herein, County shall pay Contractor in the manner described below, unless otherwise specifically authorized by the Director of the Human Services Agency or his designee:

- A. County shall pay Contractor as invoiced based on the following schedules. **Invoices will be sent as follows: Judy Knowlton, County of San Mateo, Human Services Agency, 400 Harbor Blvd., Bldg. B, Belmont, CA 94002.** In no event shall the total payment to contractor under Agreement exceed the maximum contract obligation of \$349,495 for the term of the Agreement.

February – October	December, 30	\$215,165
November – February	March, 30	\$ 67,165
March – June	June, 30	<u>\$ 67,165</u>
<b>Total</b>		<b>\$349,495</b>

- B. County may withhold all or part of Contractor's total payment if the Director of Human Services or his designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.
- C. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- D. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

**EXHIBIT C**

**MONITORING PROCEDURES  
SPHERE Institute  
FEBRUARY 1, 2005 THROUGH JUNE 30, 2006**

- A. As a condition of receipt of funds, the California Department of Social Services (CDSS) mandates quarterly data and evaluation reports. The Contractor will also provide quarterly monitoring reports to the Human Services Agency's Human Services Program Manager and participate in quarterly meetings with the County Human Services Agency.
- B. SPHERE Institute will be responsible for submitting monthly reports as set forth in Exhibit A to the following Counties:

County	Contact	Address
Contra Costa	Danna Fabella, CFS Director	40 Douglas Dr., Martinez, CA 94553
Glenn	Robyn Krause, Chief Deputy Director	420 E. Laurel St., Willows, CA 95988
San Mateo	Judy Knowlton, Manager, Human Services Agency	400 Harbor Blvd., Bldg. B, Belmont, CA 94002
Stanislaus	Jeanette Mondon, Manager III,	P.O. Box 42, Modesto, CA 95351

- C. San Mateo County, as the fiscal agent, will require the SPHERE Institute to submit quarterly reports to San Mateo County Human Services Manager that show when reports were submitted to the four Counties. Reports are to be submitted on the following due dates:

January 15, 2006  
April 15, 2006  
June 30, 2006

**SPHERE Institute**

**(Required only from Contractors who provide services directly to the Public on the County's behalf.)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)" hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a.  employs fewer than 15 persons.
- b.  employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

\_\_\_\_\_  
Name of 504 Person - Type or Print

\_\_\_\_\_  
Address

\_\_\_\_\_  
City & State Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Title of  
Authorized Official

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible".

**COUNTY OF SAN MATEO  
Equal Benefits Compliance Declaration Form**

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**I Vendor Identification**

Name of Contractor: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

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**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.\*

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**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).

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**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.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (Please Print)  
\_\_\_\_\_  
Date