

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
San Mateo County Community College District**

THIS AGREEMENT, entered into this _____ day of _____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo County Community College District 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, offering Title IV-E community-based training resources to enhance and strengthen the capacity of San Mateo County Children and Family Services, to serve children and youth who are victims of child abuse, neglect, or at risk, and who are potential candidates for foster care.

WHEREAS, Contractor is a public post secondary educational institution that will provide such professional services.

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, Financial Requirement and Payment Services
- Exhibit B – Title IV-E Project Budget
- Exhibit C- Title IV-E Approved Course List
- Exhibit D -Assurance of Compliance with Section 504 Form
- 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2005 through June 30, 2006 This Agreement may be terminated by Contractor, the Director of 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 there under, 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 there under, 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.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and 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 in San Mateo County. 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.

12. Retention of Records.

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.

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: Helen McClain, Human Services Training Supervisor

County of San Mateo
Human Services Agency Children and Family Services
400 Harbor Boulevard, Bldg. B
Belmont, CA 94002
650.802.6520

In the case of Contractor, to: (1) Sandra Mellor, Dean
Corporate & Continuing Education
San Mateo County Community College District
1700 W. Hillsdale Blvd.
San Mateo, CA 94402
650.574.6173

(2) Rita Gulli, Staff Assistant
Corporate & Continuing Education
650.574.6173

16. 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.

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 Guideline.
- 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: _____

Jerry Hill, President
Board of Supervisors

Date: _____

ATTEST:

By: _____

Clerk of Said Board

San Mateo County Community College District

James W. Keller, Executive Vice Chancellor

Date: _____

Long Form Agreement/Non Business Associate

Exhibit A
Program Description, Financial Requirement and Payment Services

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
JULY 1, 2005 THROUGH JUNE 30, 2006

1. Program Description:

Peninsula Training Collaborative (PTC) Public Institutions of Higher Education providing certain staff development services to County Welfare Departments may be partially reimbursed for the cost of these programs through contracts with such departments.

Through these contractual arrangements, the college or university gains access through the local welfare department to Federal Title IV-E funding which will pay approximately 45% of eligible training cost. The remainder of the cost is funded by the college or university. Approximately 91.5% of the value of this agreement between Contractor and County involves the provision of such Title IV-E training by Contractor through the Peninsula Training Collaborative (PTC), a partnership between the Contractor, San Mateo County Community-Based Organizations, and the County Human Services Agency.

System Improvement Plan and Differential Response Training The Child Welfare Improvement and Accountability Act (AB 636) passed in 2001 mandated improvement in California's Child Welfare System. In compliance with AB 636 each county prepared a System Improvement Plan (SIP). In addition, 11 counties including San Mateo, have begun pilot programs that change the way in which Child Welfare services are administered. A component of each pilot is the implementation of Differential Response (DR) through which community based organizations provide outreach and services to certain families at risk of child abuse or neglect.

The Human Services Agency has decided to provide through Contractor certain training related to the implementation of its SIP and DR. For such training services, the Agency will reimburse Contractor the full cost of such training. Approximately 8.5% of the value of this agreement between Contractor and Human Services Agency involves the provision of SIP / DR training.

As specified and authorized by the Human Services Agency, Contractor will develop and provide specific SIP and DR related training courses for specific audiences designated by the Agency.

2. Program Objectives:

Peninsula Training Collaborative

- a) Provide periodic Mandated Reporter Training (MRT) as specified by the Human Services Agency.
- b) Provide Title IV-E eligible training to enhance and strengthen the capacity of the San Mateo County community to serve children and youth who are victims of child abuse and neglect, or at risk of child abuse and neglect, or potential candidates for foster care.
- c) Provide Title IV-E eligible training to resource (foster) parents to increase their knowledge and skills and enhance their capacity to care for children in foster care.

System Improvement Plan and Differential Response Training

- a) Provide Title IV-E eligible training resources as specified by the Human Services Agency in support of the County's SIP.
- b) Provide Title IV-E eligible training as specified by the Human Services Agency on the skills, knowledge and tools required to implement DR.

3. Program Outcome Objectives:

Peninsula Training Collaborative Training

- a. Through training evaluation surveys, 90% of the participants will report satisfaction with course content, delivery and pace of class, and meeting SIP training objectives. Evaluations to be made available upon request.
- b. As a result of certification training, 90% of participants will complete the certification process. These certifications refer to classes which will carry Continuing Education Units (CEU), and those courses that have certifications attached to them.

System Improvement Plan and Differential Response Training

- a. In addition, through a pre and post test, 80% of the participants will report increase in knowledge on topics as identified by the County. These may include Mandated Reporter, Multi-Disciplinary, SIP-related, foster parent training and other training as determined by the County.
- b. Human Services Agency reserves the right to review and observe classes and evaluate instructors' teaching effectiveness and curriculum.

4. Program Requirements:

Peninsula Training Collaborative Training

- a) All program requirements apply to Contractor and any Sub-Contractors of Contractor authorized by the Human Services Agency.
- b) Contractor will provide through PTC only such Title IV-E eligible training as authorized by Human Services Agency.
 - i) Human Services Agency with assistance from Contractor will maintain an ongoing list of PTC Title IV-E approved course list in EXHIBIT C authorized by Human Services Agency for reimbursement under this contract.
 - ii) Authorization for the addition of new courses to the list shall be requested from Human Services Agency 30 days prior to first date of training.
 - iii) Such authorization shall be requested through the submission by Contractor to Human Services Agency of a Human Services Agency specified Course Authorization Form.
 - iv) Upon request from Human Service Agency, Contractor will provide Course Authorization Forms for any courses on ongoing list for which appropriate Course Authorization Forms were not on file with Human Services Agency prior to execution of this contract.
- c) Except for Mandated Reporter Training, Contractor will provide training to a specified number of participants per training class.
 - i) There is no minimum class size for Mandated Reporter Training.
 - ii) For the period July 1, 2005 through March 31, 2006, Contractor will provide training for an average of 10 participants per training class.
 - iii) For the period April 1, 2006 through June 30, 2006, Contractor will provide training for a minimum of 8 participants and a maximum of 40 participants per training class.
 - iv) Any request for a waiver of the required minimum or maximum class size must be requested by Contractor, in manner specified by Human Services Agency, prior to start of training.
- d) Except for Mandated Reporter Training, Contractor will ensure that training participants are members of target participant population which consists of current or prospective Resource (Foster) Parents or Adoptive Parents, or the members of San Mateo County governmental or non-governmental organizations providing Title IV-E eligible services to foster and adopted children, or children who are abused or neglected, or at risk of out-of-home placement.

- i) For training provided to Resource (Foster) Parents, Contractor will utilize training objectives that are consistent with the Learning Objectives for the Training of Resource Families in California, as described in California Department of Social Services All County Letter No. 05-06. (See <http://www.dss.cahwnet.gov/getinfo/acl05/pdf/05-06.pdf> for internet location of referenced document).
- e) Contractor will provide appropriate classroom facilities and materials for each authorized training.
- f) Contractor will ensure accessibility of course offerings to target participants in San Mateo County community.
- g) Contractor will widely publicize availability of authorized PTC training courses to target participants in order to maximize attendance at all PTC training provided through this agreement.

System Improvement Plan and Differential Response Training

- a) For each training course requested by Human Services Agency, and based upon course objectives specified by Human Services Agency, Contractor will develop and submit for approval to Human Services Agency a course description, curriculum, schedule, and evaluation plan for measuring degree to which training met the course objectives.
- b) Upon approval by Human Services Agency, Contractor will make necessary facility and other arrangements, and present training course to participants specified by Human Services Agency.

5. Financial Requirements:

- a) Contractor's financial management system must meet the requirements specified in Office of Management and Budget (OMB) Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. See <http://www.whitehouse.gov/omb/circulars/a110/a110.html> for internet location of referenced document)
- b) Contractor costs related to this agreement must be identified in accordance with OMB Circular A-21, Cost Principles for Educational Institutions. (See http://www.whitehouse.gov/omb/circulars/a021/a21_2004.html for internet location of referenced document).
- c) Contractor and any related subcontractor will retain necessary financial and administrative records for a minimum of a three year period subsequent to the termination of this agreement.
- d) Contractor will submit quarterly invoices during the term of the contract in a format and manner specified by the Human Services Agency.

- e) Contractor will submit quarterly invoices to the Human Services Agency within 30 days after the close of each quarter.
- f) Invoices submitted under the PTC portion of this agreement will be accompanied by class listings and attendance sheets in a format specified by the Human Services Agency that includes participant name, agency affiliation and professional title or job function.

6. Payment for Services:

- a) Contractor will invoice the Human Services Agency using an invoice in the format specified by the Human Services Agency.
- b) Such invoice will reflect the cost categories incorporated into the Contract Budget as displayed in EXHIBIT B.
- c) Upon receipt of acceptable invoice and any required related documentation, the Human Services Agency will issue payment to contractor within 30 days.
- d) For costs invoiced under the PTC portion of this agreement, the Federal eligibility cost rate utilized in determining the payment to Contractor by the Human Services Agency will be based on the Human Services Agency Federal Eligibility rate for the quarter prior to the quarter invoiced by Contractor.
- e) Invoiced PTC costs categorized as Title IV-E eligible Training Costs will be reimbursed to Contractor at 75% of Federally eligible costs.
- f) Invoiced PTC costs categorized as Title IV-E eligible Admin Costs will be reimbursed to Contractor at 50% of Federally eligible costs.
- g) Invoiced Mandated Reporter, SIP and DR costs will be reimbursed to Contractor at 100% of allowable invoiced cost.
- h) Contractor will provide, upon request of the Human Services Agency, other financial reports as specified by the Human Services Agency.
- i) In any event, the total payment to Contractor shall not exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** for the term of this Agreement.

7. Reporting Requirements:

- a. Contractor will provide quarterly reports that include a summary on training evaluation survey results including course name, date and instructor's name, number of attendees, and number of responses.
- b. Contractor will provide Continuing Education Attendance Roster that lists participant's name, license number, job title, agency name and participant's signature, time in and time out.
- c. Quarterly reports are due 15 days after the close of each quarter in electronic and hard copy format as determined by Human Services Agency.
- d. Contractor will provide, upon request of Human Services Agency, other statistical reports as specified by Human Services Agency.

8. Correspondence:

- a. Quarterly reports and invoices will be sent to the following HSA staff:
 - (i) Helen McClain, Human Services Training Coordinator
County of San Mateo
Human Services Agency Children and Family Services
400 Harbor Boulevard, Bldg. B
Belmont, CA 94002

- b. Quarterly invoices will be sent electronically to the following HSA staff:
 - Maggie Wong, Management Analyst
County of San Mateo
Human Services Agency, Children and Family Services
400 Harbor Boulevard, Bldg. B
Belmont, CA 94002
mrwong@co.sanmateo.ca.us

Exhibit D

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

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

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

San Mateo County Community College District

Name of Contractor(s)-Type or Print

1700 W. Hillsdale Blvd.

Street Address or P.O. Box

San Mateo, CA 94402

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**

I Vendor Identification

Name of Contractor: San Mateo County Community College District
 Contact Person: Sandra Mellor
 Address: 1700 W. Hillsdale Blvd.
San Mateo, CA 94402
 Phone Number: 650-574-6173
 Fax Number: _____

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.

Signature

Name (Please Print)

Title

Date