



# CITY AND COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION

## CHAPTER 12B DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

### SUBSTANTIAL COMPLIANCE AUTHORIZATION FORM

(CMD-12B-103)

This form, and supporting documentation, must be submitted to the Contract Monitoring Division (along with CMD-12B-101) by entities seeking to contract with the City and County of San Francisco that wish to delay ending their discrimination in benefits pursuant to the Rules of Procedure, as set out below.

**Fill out all sections that apply. Attach additional sheets as necessary.**

#### **A. Open Enrollment**

Ending discrimination in benefits may be delayed until the first effective date after the first open enrollment process following the date the contract with the City and County begins, provided that the City Contractor submits to the Contract Monitoring Division evidence that reasonable efforts are being undertaken to end discrimination in benefits. This delay may not exceed two years from the date the contract with the City is entered into, and only applies to benefits for which an open enrollment process is applicable.

*Date next benefits plan year begins:* \_\_\_\_\_

*Date nondiscriminatory benefits will be available:* \_\_\_\_\_

*Reason for Delay:*

*Description of efforts being undertaken to end discrimination in benefits:*

#### **B. Administrative Actions and Request for Extension**

Ending discrimination in benefits may be delayed to allow administrative steps to be taken to incorporate nondiscriminatory benefits into the City Contractor's infrastructure. The time allotted for these administrative steps shall apply only to those benefits for which administrative steps are necessary and may not exceed three months. An extension of this time may be granted at the discretion of the Director of the Human Rights Commission or the Director's designee, upon the written request of the City Contractor. Administrative steps may include, but are not limited to, such actions as computer systems modifications, personnel policy revisions, and the development and distribution of employee communications.

*Description of administrative steps and dates to be achieved:*

*If requesting extension beyond three months, please explain basis:*

(OVER)

### **C. Collective Bargaining Agreements (CBA)**

Ending discrimination in benefits may be delayed until the expiration of a City Contractor's Current collective bargaining agreement(s) where **all** of the following conditions have been met:

1. The provision of benefits is governed by one or more collective bargaining agreement(s); and
2. The City Contractor takes all reasonable measures to end discrimination in benefits either by requesting that the Unions involved agree to reopen the agreements in order for the City Contractor to take whatever steps necessary to end discrimination in benefits or by ending discrimination in benefits without reopening the collective bargaining agreements; and
3. In the event that the City Contractor cannot end discrimination in benefits despite taking all reasonable measures to do so, the City Contractor provides a cash equivalent to eligible employees for whom benefits are not available. Unless otherwise authorized in writing by the Director of the Human Rights Commission or the Director's designee, this cash equivalent payment must begin at the time the Unions refuse to allow the collective bargaining agreements to be reopened, or in any case no longer than three (3) months from the date the contract with the City is entered into.

*For a delay to be granted under this provision, **written proof** must be submitted with this form that:*

- *The benefits for which the delay is requested are governed by a collective bargaining agreement; and*
- *All reasonable measures have been taken to end discrimination in benefits (see Section C.2, above); and*
- *A cash equivalent payment will be provided to eligible employees for whom benefits are not available.*

### **D. Closest Approximation Available**

A City Contractor will not be deemed to be discriminating in the provision of benefits where, after taking all reasonable measures, the City Contractor is unable to end discrimination in benefits and instead provides the closest approximation of equal benefits available. If the cost of providing the closest approximation of equal benefits is at least 33% less expensive than the cost of providing equal benefits, the City Contractor must also make a cash equivalent payment.

*For a delay to be granted under this provision, a contractor must submit with this form:*

1. *A description of benefits currently offered; and*
2. *A description of the closest approximation of benefits to be offered to those employees for whom current benefits are unavailable; and*
3. *A completed Reasonable Measures Form CMD-12B-102, documenting that the current benefits are not available to all employees; and*
4. *If the contractor's cost of providing equal benefits is 33% less than the cost of providing the closest approximation of benefits, written proof must be submitted that a cash equivalent payment will be made.*

I declare (or certify) 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.

\_\_\_\_\_  
Name of Company (please print)

\_\_\_\_\_  
Mailing Address of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vendor Number

\_\_\_\_\_  
Date

**Return this form to:** Contract Monitoring Division, 30 Van Ness Avenue, Suite 200, San Francisco, CA 94102-6020 or  
[CMD.EqualBenefits@sfgov.org](mailto:CMD.EqualBenefits@sfgov.org)

**More information & compliance forms** are available at: [www.sfgov.org/CMD](http://www.sfgov.org/CMD) .