



CITY AND COUNTY OF SAN FRANCISCO CONTRACT MONITORING DIVISION

CHAPTER 12B DECLARATION: NONDISCRIMINATION IN CONTRACTS AND BENEFITS

REASONABLE MEASURES APPLICATION

(CMD-12B-102)

Submit this form and supporting documentation to the Contract Monitoring Division (along with Form CMD-12B-101) **ONLY IF** you:

- Have taken all reasonable measures to end discrimination in benefits; and
- Are unable to do so; and
- Intend to offer a cash equivalent to employees for whom equal benefits are not available.

You must submit the following information with this form:

- The names, contact persons and telephone numbers of benefits providers contacted for the purpose of acquiring nondiscriminatory benefits;
- The dates on which such benefits providers were contacted;
- Copies of any written response(s) you received from such benefits providers, and if written responses are unavailable, summaries of oral responses; and
- Any other information you feel is relevant to documenting your inability to end discrimination in benefits, including, but not limited to, reference to federal or state laws which preclude the ending of discrimination in benefits.

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

Definition of Terms¹

A. REASONABLE MEASURES

The Human Rights Commission will determine whether a City Contractor has taken all reasonable measures upon the review of CMD Form 12B-102 and attached compelling documentation provided by the City Contractor that demonstrates that it is not possible for the City Contractor to end discrimination in benefits. A determination that it is not possible for the City Contractor to end discrimination in benefits shall be based upon a consideration of such factors as:

- (1) The number of benefits providers identified and contacted, in writing, by the City Contractor, and written documentation from these providers that they will not provide equal benefits; and
- (2) The existence of benefits providers willing to offer equal benefits to the City Contractor; and
- (3) The existence of federal or state laws which preclude the City Contractor from ending discrimination in benefits.

B. CASH EQUIVALENT

“Cash Equivalent” means the amount of money paid to an employee by a City Contractor who, despite taking all reasonable measures, is unable to end discrimination in benefits. The cash equivalent shall be the amount of money paid by the City Contractor for the benefit given to a similarly situated employee.² To the extent that a City Contractor limits the availability of any benefit to the spouses of employees, or vice versa, the availability of a cash equivalent may be similarly limited.³ The cash equivalent payment shall be made either on the same schedule as the City Contractor uses for the benefit given to employees with spouses, or, if no such schedule exists, on another schedule so long as such payment is made no less than once per month. No cash equivalent payment will be required where making such a payment would violate federal or state law.

¹ Taken from the Rules of Procedure for the Nondiscrimination in Contracts: Equal Benefits Provisions of Chapter 12B of the San Francisco Administrative Code.

² The following scenario is provided as an example of similarly situated employees: A City Contractor with locations in Dallas, TX and Bridgeport, CT, offers spousal health insurance to its employees. After taking all reasonable measures, the City Contractor is still unable to provide health insurance for the domestic partners of its employees. The cash equivalent it would pay to its Bridgeport employees would be the amount of money paid by the City Contractor for benefits given to employees with spouses in Bridgeport; the cash equivalent the City Contractor would pay to its Dallas employees would be the amount of money paid by the City Contractor for benefits given to employees with spouses in Dallas.

³ The following scenario is provided as an example of limiting the availability of a cash equivalent: A City Contractor limits the availability of spousal health insurance coverage to only those spouses who are not already covered by their own employer's health insurance plan. This City Contractor is unable to provide health insurance to the domestic partners of its employees and instead offers a cash equivalent. The City Contractor may limit the availability of a cash equivalent payment to only those employees whose domestic partners are not already covered by their own employer's health insurance plan.

Information about the Equal Benefits Ordinance (including copies of this and other compliance forms) is available at www.sfgov.org/CMD.

Return this form to: Contract Monitoring Division, 30 Van Ness Ave., Suite 200, San Francisco, CA 94102-6020, or to the City department which sent the form to you if the department so requests.
For assistance, call at 415-581-2310 or e-mail CMD.EqualBenefits@sfgov.org.