

Exhibit C: Statement of Compliance with County of San Mateo Ordinance and Policy

1. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

IBI 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. IBI's equal employment policies shall be made available to Licensee upon request.

c. Section 504 of the Rehabilitation Act of 1973

IBI shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to County contractors who are providing services to members of the public under this Agreement.

d. Compliance with Licensee's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, IBI shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, IBI must certify which of the following statements is/are accurate:

- ☒ IBI complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ IBI complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to IBI's cost of providing the benefit to an employee with a spouse.
- ☐ IBI is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ IBI does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and IBI and any sub-contractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability

and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

IBI must check one of the two following options, and by executing this Agreement, IBI certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against IBI by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against IBI within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, IBI shall provide Licensee with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

IBI shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section **Error! Reference source not found.**, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified IBI that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the IBI to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the IBI from being considered for or being awarded a Licensee contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to IBI under this Agreement or any other agreement between IBI and Licensee.

2. Compliance with Licensee Employee Jury Service Ordinance

IBI shall comply with Chapter 2.85 of the Licensee's Ordinance Code, which states that IBI shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the IBI, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with

IBI or that the IBI may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, IBI certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if IBI has no employees in San Mateo County, it is sufficient for IBI to provide the following written statement to Licensee: "For purposes of San Mateo County's jury service ordinance, IBI certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with Licensee, IBI shall adopt a policy that complies with Chapter 2.85 of the Licensee's Ordinance Code."

3. Retention of Records; Right to Monitor and Audit

(a) IBI shall maintain all required records relating to services provided under this Agreement for three (3) years after Licensee makes final payment and all other pending matters are closed, and IBI shall be subject to the examination and/or audit by Licensee, a Federal grantor agency, and the State of California.

(b) IBI shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by Licensee.

(c) IBI agrees upon reasonable notice to provide to Licensee, to any Federal or State department having monitoring or review authority, to Licensee's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.