

Equal Benefits

Frequently Asked Questions

The following information answers some of the frequently asked questions in meeting contract requirements to comply with Equal Benefits Ordinance 14823. Please check this page frequently, as these questions & answers will be updated.

If you cannot find the answers to your questions here, please email the [Webmaster](#) or contact Procurement and Contract Services at 206-263-9400.

- **What is the Equal Benefits Ordinance and what does it require?**

The law requires that when the County contracts for consultant services, or purchases goods and services, the businesses receiving contracts do not discriminate in the provision of benefits between employees with spouses and employees with domestic partners. If a business is not contracting with King County, the law does not apply to that business.

- **What is a Domestic Partner?**

Domestic Partner means any person who is in a same-sex or opposite-sex domestic partnership as defined in K.C.C. 3.12.010. Defined as: (1) Having a close personal relationship; (2) Are each other's sole domestic partner and are responsible for each other's common welfare; (3) Share the same regular and permanent residence; (4) Are jointly responsible for basic living expenses which means the cost of basic food, shelter and any other expenses of a domestic partner which are paid at least in part by a program or benefit for which the partner qualified because of the domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost; (5) Are not married to anyone; (6) Are each eighteen years of age or older; (7) Are not related by blood closer than would bar marriage in the state of Washington; (8) Were mentally competent to consent to contract when the domestic partnership began.

- **What benefits does this law cover?**

The law applies to all benefits, both indirect and directly offered to an employee's spouse. The law requires parity – meaning an equivalent benefit package is offered to employees with domestic partners. Employee benefits may include: health, dental, and vision care, life insurance, pension or retirement, bereavement & family leave; and other benefits given to employees.

- **What types of King County contracts are subject to the Ordinance?**

Any contract to perform services, including public works, professional and technical services and other services, or to provide tangible personal property, as defined in King County Code 4.16.010, that entails a legally binding obligation of Twenty-Five Thousand Dollars (\$25,000.00) or more, or such other threshold dollar amount as the King County Council may enact in the future. Contract threshold is the aggregate estimated cost with all options for contract extension and for the life of the contract.

- **When did Equal Benefit contract requirements go into effect?**

April 1, 2004

- **Are contracts executed BEFORE April 1, 2004 affected by this Ordinance?**

No. Contracts initially executed prior to April 1, 2004, as well as the options for contract extension are not subject to the Ordinance.

- **For contracts executed AFTER April 1, 2004, will equal benefits self-certification be required at the time of each amendment for contracts with multiple-year extension options?**

No. A one-time self-certification shall remain in effect for the life of the contract. Re-certification is not required at time of contract extension.

- **How may a contractor verify an employee has a domestic partner?**

Many companies and organizations, including King County, simply require employees to sign an affidavit of marriage/domestic partnership. A Contractor may institute an internal Domestic Partnership registry to allow for the provision of equal benefits to employees with Domestic Partners.

- **What governmental body maintains a registry of domestic partnerships?**

The City of Seattle maintains a Registry of Domestic Partnership. For more information visit <http://www.ci.seattle.wa.us/leg/clerk/dpr.htm>.

- **How will a contractor certify they are compliant with the law?**

Contractors will self certify by completing an Equal Benefits Worksheet and Declaration. When appropriate, certain contracts may also require other compliance forms and support materials, i.e. Substantial Compliance Authorization Form.

- **Does the Contractor need to submit an Equal Benefits Worksheet and Declaration Form for all awarded contracts?**

Yes. Compliance is contract specific, and is required prior to, and as a condition of all contract executions. Successful contractors shall submit an Equal Benefits Worksheet and Declaration Form.

- **If a contractor refuses to sign Equal Benefit forms, or is not in compliance, does this mean they cannot do business with King County?**

Yes. The contractor must meet the ordinance requirements or have them waived to execute a Contract costing \$25k or more. If the contractor refuses to complete Equal Benefits (EB) materials as required, does not meet the requirement, or is not eligible for a Waiver, they cannot execute certain contracts.

- **Would both the manufacturer and the distributor be covered by this ordinance?**

Separate corporate entities, including parents and subsidiaries of the entity that contracts with the county, are not required to comply. However, contract scope of work and specification language determines what entity and location (office) that is affected by Equal Benefit requirements.

- **Is the employer required to offer coverage to all employees within the company, regardless of whether they are not working on the awarded county contract?**

The scope of work, goods, or services as outlined in the Contract, will define which entity or part of the legal structure of the contracting company must comply. Contractors are encouraged to end discrimination in benefits throughout their operations in the U.S.; however, Equal Benefit requirements apply to a Contractor in all of its operations located: within King County; on County owned property; and elsewhere in the United States where the Contractor performs work on the Contract. Compliance will be determined by the nature of the work performed in other locations, the degree of connection, and the amount of contact and communication. The King County's Equal Benefits Coordinator can assist in determining how your organization is affected.

- **What if the contract is held by a Joint Venture?**

In the case of a Joint Venture (JV), King County public rule requires that all joint venture members, as well as the JV comply with the ordinance. Equal Benefit forms will be required to show current and planned hiring for the project from JV members. Is it very common for joint ventures to have no employees, and instead rely on the underlying companies to supply the workforce, therefore updated compliance forms may be required when the JV when begins hiring employees. Regardless of when compliance forms are collected, it will always be with the understanding that all members and JV will meet the requirements of Equal Benefits. The King County's Equal Benefits Coordinator can assist in determining how the JV and members companies will be affected.

- **Will Prime contractors be required to pass the ordinance requirement down to subcontractors of any tier?**

No. Only the prime contractor, the entity that is awarded and holds the executed contract must comply with the ordinance.

- **If the company has union employees whose benefit offerings may be limited through collective bargaining agreement, are the requirements of the ordinance waived?**

No. However, a Collective Bargaining Delay may be requested by submitting a Substantial Compliance Authorization Form along with completing all the steps as outlined on the form and as noted in public rule. Upon receiving authorization, a Contractor would be allowed to enter into a contract.

- **What is required of Contractors that have employee benefits held in Union Trust?**

To protect the county and the contractor when executing contracts where employees benefits are held in trust, the county asks that the Contractor use their influence as a union due payer to encourage the Union Trust Administrator(s) to consider adding Equal Benefits for Domestic Partners by completing the following steps:

1. Send a letter on company letterhead asking union or union trust administrator to open negotiations and to consider adding Equal Benefits [A Sample letter is available from PCSS],
2. Completion of the Collective Bargaining Delay portion of the Substantial Compliance Authorization Form; and
3. The collection a written response(s) from the Union Trust Administrator.

All of the Union Trust materials should be returned to PCSS to maintain with the contractors records. Collection of forms and letters sent will be accepted to expedite execution of contract, with the understanding that the Contractor will collect the response letters at a later date.

- **Are there insurance companies in Washington State that will cover domestic partners?**

Yes. According to the Washington State Insurance Commissioner's office, domestic partner coverage is available to large employers (more than 50 employees) at the contractor's request. The Commissioner's office knows of no insurance carrier operating in Washington State who, as a rule, will not provide such coverage if their customer requested it.

Several insurance carriers are currently reviewing their policy of limiting domestic partner coverage to large groups only. Some carriers have changed their policy and will now underwrite domestic partner coverage for small groups. As this is a rapidly changing area, we suggest contractors contact their insurance carrier(s) to determine what their policies are regarding domestic partner coverage.

- **What happens if a Company cannot obtain coverage within the stated timeframe?**

If the contractor is willing to commit to equal benefits, contracts may be awarded in spite of a delay in implementation. A time delay may be granted by completing a Substantial Compliance Authorization Form, and upon approval, can execute a contract with the county.

- **Are there any exceptions or waivers to the Ordinance?**

Yes. King County may waive the requirements where any of the following applies:

1. The award of a contract is necessary because of an emergency;
2. The contract is for purchase of goods or services that are proprietary in nature;
3. There are no contractors capable of responding to the county's requirements that can comply with the provisions of the ordinance;
4. The contractor, despite taking all reasonable measures to do so, demonstrates it is unable to extend a particular employee benefit to domestic partners;

**Note: The Contractor must complete a Reasonable Measures Waiver Request form and submit it for approval prior to receiving this Waiver. See explanation below.*

5. The requirements of the ordinance are inconsistent with a grant, subvention or agreement with a public agency;
6. The county is purchasing through a cooperative or joint purchasing agreement.
Note: Waivers for public agencies and purchasing through cooperative or joint agreements will be considered **automatically waived, and an Equal Benefits forms are not necessary.*

- **What if a Contractor's benefit provider cannot include domestic partners or the Contractor is unable to extend a particular benefit to domestic partners despite taking all reasonable measures to do so?**

The County may authorize a contractor to provide eligible employees with a cash equivalent payment in lieu of benefits that are unavailable due to circumstances outside of the contractor's control. However, if the Contractor can prove that offering a Cash Equivalent payment is prohibited, a waiver of those certain requirements may be considered. The Contractor can complete and submit a Reasonable Measures Waiver Request form which is available from the King County Equal Benefits Coordinator.

- **What happens if a contractor is found to be in violation of the Ordinance?**

The contractor may be deemed to be in material breach of the County contract. The County may then impose appropriate sanctions or remedies, or both, including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a County contract for up to two years;
2. Remedies allowable by contract including, but not limited to, liquidated damages and termination of the contract;
3. Remedial action as specified by public rule;
4. Other appropriate civil remedies and sanctions allowable by law.