



**AN AGREEMENT
BETWEEN
COUNTY OF SAN MATEO
AND
THE SPHERE INSTITUTE**

**For the Period of
February 1, 2002
through
December 31, 2002**

Agency Contact Person
Name: Ursula Bischoff
*Title: Research and
Planning Manager*
Phone Number: 595-7579

AGREEMENT WITH THE SPHERE INSTITUTE

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the SPHERE Institute, 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/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services in connection with the Outcome Based Management and Budgeting Implementation Project;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERE TO AS FOLLOWS:

The following exhibits are attached hereto and incorporated by reference therein.

1. Exhibits **A - Contractor Responsibilities (Scope of Work)**
 B - Human Services Agency Responsibilities and Payment Schedule
 C - Equal Benefits Compliance Form

2. Services to be Performed

In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, Contractor, under the general direction of the Director of Human Services Agency, or her authorized representative, with respect to the product or result of Contractor's services, shall perform services as described in Exhibit A, attached hereto and incorporated by reference herein.

3. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed \$249,896 for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In

no event may the rates established in Exhibit B be increased to the extent that the maximum County obligation shall not exceed the total specified in paragraph 4A above. Each payment shall be conditioned on the performance of the services described in Exhibit A to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one-hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

D. **Availability of Funds.** Payment for all services provided pursuant to this contract are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate the agreement for unavailability of Federal, State or County funds.

4. **Relationship of Parties**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status as, and the tax consequences, of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from through and/or pursuant to the San Mateo County Civil Services Rules.

5. **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, 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 whomever belonging; or (C) any other loss or cost, including but not limited to, 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 the 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.

6. **Insurance**

A. 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 the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency 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 Human Services Agency 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 makes the following certification, required by Section 1861 of the California Labor Code:

I am 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 contractor's 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 | \$ <u>1,000,000</u> |
| (b) | Motor Vehicle Liability Insurance | \$ <u>1,000,000</u> |
| (c) | Professional Liability | \$ <u>1,000,000</u> |

After three (3) years from the date this Agreement is first executed, the County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in

similar County agreements by giving sixty (60) days notice to Contractor. 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.

7. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973.**

- 1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled 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 contract.
- 2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons.

B. **Non-Discrimination - General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination - Employment.** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.

8. **Violation of the 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 paragraph, the County Manager shall have the authority to

- i) examine Contractor's employment records with respect to compliance with this paragraph;
- ii) 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 complaint, 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.

With respect to the provision of employee benefits, contractor shall not discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

9. Assignments and Subcontracts

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

10. Records

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

11. **Compliance with Applicable Laws**

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, ordinances, regulations, including but not limited to appropriate licensure, certification regulations confidentiality requirements and applicable quality assurance regulations.

12. **Alteration of Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

13. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
Ursula Bischoff, Research and Planning Manager
Human Services Agency
400 Harbor Boulevard, Building C
Belmont, CA 94002
650-595-7579
- 2) In the case of Contractor, to:
Michael Dardia, Vice President
The SPHERE Institute
1415 Rollins Road, Suite 204
Burlingame, CA 94010
650-558-3980

B. **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.

14. **Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement for the term of this Agreement shall be from February 1, 2002 through December 31, 2002. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon thirty (30) days' written notice to the other party.

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, County of San Mateo

Date: _____

ATTEST:

Clerk of Said Board

SPHERE Institute

Contractor - Print Name

Date: _____

Michael Dardic, Vice President

Name, Title - Print

Neil Dardic

Signature

Date: *1/7/02*

Tax ID #91-1748201

DESCRIPTION OF CONTRACTOR'S RESPONSIBILITIES

The SPHERE Institute

February 1, 2002 through December 31, 2002

Contractor Responsibilities (Scope of Work):

Contractors will provide, to the satisfaction of the Director of the Human Services Agency (HSA), continuing services in connection with the Outcome Based Management and Budgeting Implementation Project (OBM). Responsibilities include:

Task 1: Provide Technical Assistance on Headline Measure Definition and Data Development

Contractor will continue to serve in an advisory role to the HSA OBM team on refining headline measures definitions, mapping them to data sources and determining data collection strategies.

Task 2: Conduct Community Partner Needs Assessment

Contractor will take primary responsibility for conducting needs assessments of 7 Core Service Agencies, 16 Family Resource Centers (FRC), and 2 Alternative (Child Care) Payment Providers.

Deliverables include:

Meet with data consultants/agency liaisons for core service agencies and FRCs –2/1/02- 3/15/02

- Assess status of current data development and related efforts.

Develop site visit protocols – 2/1/02-2/15/02

- Determine minimum data elements, dimensions, frequency for OBM requirements.
- Develop instrument for resource inventory.
- Develop check list of common client information data elements.
- Develop flexible qualitative interview protocol.

Schedule site visits –2/1/02-3/15/02

Conduct partner organization site visits – 2/1/02-3/15/02

- Inventory technical resources.
- Map client flow.
- Document information/data recorded by agency.
- Match information flow to client flow.
- Determine characteristics of paper/electronic systems.
- Assess data collection and data exchange procedures.

- Document confidentiality policies.
- Document agency views of their data needs and concerns.

Prepare analysis report of partner organization preparedness to collect and report data for OBM measures - 3/11/02-4/08/02

- Summarize site visit findings.
- Evaluate need for new system v. modification of existing systems.
- Assess appropriateness of single solution v. case by case approach.
- Assess feasibility of and necessity for non-automated data submission.
- Identify major barriers and concerns.

Task 3: Provide Review and Technical Assistance on Data Development Plan -3/27/02-5/08/02

Provide review and technical assistance on the MIS data development plan and participate as needed in pilot group meetings.

Task 4: Develop and Administer PeninsulaWorks Survey – 2/1/02-8/09/02

Contractor will develop, administer and analyze findings from a survey of PeninsulaWorks clients. The survey will provide the Human Services Agency with information about current and former PeninsulaWorks clients to measure the outcomes from the services they received.

Contractor's tasks under proposed survey would include the following:

- Develop survey instrument – 2/1/02-3/31/02.
- Select interview sample from PeninsulaWorks client data – 2/1//02-4/15/02.
- Administer survey data collection - 4/15/02-6/28/02.
- Develop analysis database from survey results - 7/01/02-8/01/02.
- Conduct basic analyses for headline measures - 7/15/02-8/09/02.

**DESCRIPTION OF COUNTY'S RESPONSIBILITIES
AND
PAYMENT SCHEDULE**

The SPHERE Institute

February 1, 2002 through December 31, 2002

Human Services Agency's (HSA) Responsibilities:

A member of the Human Services Agency OBM Team will participate in contract provider site visits and assist in other tasks as appropriate.

Payment Schedule:

Payment will be made upon receipt and approval of monthly invoices. The SPHERE Institute will bill the monthly invoices at a rate of \$96.47 per hour for the Project Director, \$70.44 per hour for the Senior Research Analysts, and \$48.23 hour for Research Analysts.

All invoices must be approved by HSA Program Manager or designee. Contract amount not to exceed \$249,896.

EXHIBIT B

I. Cost Categories	EXPENDITURE BUDGET		Total	Justification Number
	Project Budget	Other Agency Budget*		
Personnel & Fringe Benefits: Personnel (list each position)				
1. Project Director	20,771		20,771	1
2. Senior Research Analysts	19,807		19,807	2
3. Research Analyst	11,828		11,828	3
4.				
5.				
6.				
7.				
8.				
9. Fringe Benefits		16,770		
SUBTOTAL			69,175	
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II. Equipment:				
1. Small and/or office equip.				
2. Equipment lease				
3. Maintenance				
4. Other				
SUBTOTAL				
<hr/>				
III. Travel:				
1. Mileage				
2. Conferences, workshops				
3. Other				
SUBTOTAL				
<hr/>				
IV. Other Costs:				
1. Rent				
2. Utilities				
3. Telephone				
4. Office Supplies				
5. Postage/Mailing				
6. Printing/duplicating				
7. Insurance				
8. Audit and fiscal costs				
9. Consultation				
10. Memberships				
11. Other				
12. All Indirect Costs			35,971	4
13. Survey Data Collection			144,750	5
GRAND TOTAL			249,896	

*Describe other funding sources clearly

EXHIBIT B

BUDGET JUSTIFICATION

Justification Number	Budget Item	Justification/Computation
1	1	432 hrs (21% annual FTE) at \$48.08/hr Project Director will provide project oversight, on-call consulting services, direct site visits for needs assessments and lead survey
2	2	564 hrs (27% annual FTE) at \$35.11/hr (blended rate) Senior Research Analysts will lead technology assessments within the community partners' needs assessment. Senior Analysts will also be responsible for sample selection and database development for PeninsulaWorks survey.
3	3	492 hrs (24% annual FTE) at 24.04/hr Research Analysts will assist in needs assessments, survey management, and analysis of survey findings.
4	4	52% indirect cost rate based on labor costs, following federal indirect cost rate regulations. Indirect costs include rent, equipment, insurance, utilities, office supplies, telephone, audit and fiscal costs.
5	5	Survey data collection costs assuming approximately 350 completed cases, a 70 percent response rate and survey length of 20 minutes.