

40009605

County of Santa Clara - Service Agreement

SECTION I: GENERAL INFORMATION

Date: 5/12/08

P.O. Number: 4400003722
(Procurement Department Use Only)

Agency / Dept. Name: Department of Alcohol & Drug Services

Dept. No.: 0417

Brief Description of Services: Contractor will provide technical assistance to DAOS projects. The contractor will serve as the evaluator for federally funded grant programs and will assist in grant writing to obtain funding

Maximum Financial Obligation: \$94,900.00

Term of Agreement: Start Date: 7/1/08

End Date: 6/30/09

6/20/08

For County Use Only - SAP

40009605

	Account Assignment	General Ledger	Cost Center	Amount	WBS	Internal Order
Line 1	0417	5255100	4507	\$74,650.00	73 Ln.	
Line 2	0417	5350300	4807	\$14,000.00	> 50,000 hr.	
Line 3	0417	5350300	4610	\$6,250.00		

H, I or J

Expense Code

Dept. Code

Capital Project Code

PCA code - Optional

SECTION II: PARTIES TO AGREEMENT

CONTRACTOR		COUNTY OF SANTA CLARA	
Legal notices pertaining to this agreement will be sent to the name, address and contact person below:		Mail Invoices to County of Santa Clara at:	
Name: <u>Kakoli Banerjee</u>		Agency/Dept: <u>Department of Alcohol & Drug Services</u>	
Contact Person:		Contract Monitor: <u>Maria Contreras</u>	
Address: <u>3294 Desertwood Lane</u>		Address: <u>976 Lonzen Avenue, 3rd Floor</u>	
City/State/Zip: <u>San Jose, CA 95126</u>		City/State/Zip: <u>San Jose, CA 95126</u>	
Telephone:	Fax:	Telephone: <u>(408) 792-5660</u>	Fax: <u>(408) 947-8702</u>
SCC Vendor No. (SAP): <u>C99004202</u>		Fiscal Contact: <u>Amelia Whitlow</u>	

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits. In addition, County and Contractor certify that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, contractor certifies that the Contracting Principles self-declaration (Section VII, Part B), and insurance waiver information (Section VIII, Part B) of this form are true and correct. For independent Contractors, a certificate demonstrating appropriate insurance is required before work may begin.

Signatures

Contract is not valid until signed by Contractor and Procurement Department on behalf of the County. Signatures of the County Counsel and Office of the County Executive are required for contracts executed by a delegation of authority.

Contractor: <u>Kakoli Banerjee</u>	Date: <u>6/5/08</u>
Procurement Department: <u>[Signature]</u>	Date: <u>7/10/08</u>
Agency/Dept. Manager: <u>[Signature]</u>	Date: <u>6/13/08</u>
Agency/Department Fiscal Officer:	Date:
County Counsel:	Date:
Office of the County Executive:	Date:

(Signature required when the Standard Provisions language (Section VI) is changed or for 1) Services of \$350,000 or less. It is also required when contract was approved by a delegation of authority from the Board)

(Signature required when Board approved contract by a delegation of authority)

To: Carmen 6/20/08

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SECTION IV: DETERMINATION OF TAX WITHHOLDING AND BENEFIT STATUS

For federal tax purposes Dependent/Independent status is an important distinction. It affects how the contractor files tax returns and the contractor's responsibility for federal income tax, social security and Medicare tax. The questionnaire also determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits

- Is contractor a government entity, corporation, nonprofit organization or school district?
YES - This is an Independent Contractor. Proceed to Section V
NO - Complete the Questionnaire (For help with the Questionnaire, visit www.oba)

Questionnaire to Determine Dependent or Independent Status of Contractor

		YES	NO
1	Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? If the answer to any of these questions is YES, mark the box YES. If NO, please explain.	X	
2	Training: Will the County instruct the contractor on how to do the job or pay for external training? If NO, please explain. No training is anticipated for this position.		X
3	Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work? If NO, please explain.	X	
4	Place of Work/Tools: Will the County provide the Contractor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc? If NO, please explain.	X	
5	Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions—answer YES. When the contractor is hired to complete a specific project—answer NO and explain briefly.	X	
6	Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision? If NO, please explain. Contract is for specific services only.		X
7	Designation as Business Entity: If the Contractor has a business license or business certificate, mark the box "No". (This does not pertain to professional licenses or certificates such as a licenses of physicians or architects.) Enter below the business license number and the city/entity where issued.	X	
8	Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. If NO, please explain. Be sure this answer matches the contract payment schedule in Section V	X	
9	Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support. If NO, please explain.	X	

If at least 5 of the above questions were answered "NO", Contractor is an Independent Contractor.

If 5 or more of the above questions were answered "YES", Contractor is a **Dependent Contractor**, where the relationship resembles that of employer/employee. Tax withholding is required and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.oba for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors.

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials: YB

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SECTION V: CONTRACT SPECIFICS

Describe the services to be performed or unique elements of the contract. If more space is needed, attach a separate document—"Attachment A". If the contractor wishes to add contract language or modify the Standard Service Agreement, then County Counsel must approve and sign the Agreement. County Counsel approval is not required if Attachment A refers to Contract Specifics listed on this page.

A. Service Description and Expected Outcome (scope of service)

The contractor will serve as the evaluator for federally funded grant programs. This will include working on the quarterly/biannual report to the federal agency, overseeing data collection activities and completing the program evaluation for federally funded programs. The contractor will also provide technical assistance to DADS on projects undertaken by DADS to enhance service delivery of drug and alcohol services. These include initiatives such as the Chronic Care Management pilot project, the ORS/SRS initiative and treatment outcome studies. Technical assistance may also be provided to other divisions within DADS such as CFCS, Prevention Services & Addiction Medicine Division. Contractor is also expected to assist in grant development and grant writing to obtain grant funding for departmental projects.

Or See Attachment _____ attached hereto and incorporated herein by this reference

B. Deliverables, Milestones, Timeline for Performance

Various timelines are imposed on different projects. For federally funded grants, deliverables include quarterly and biannual reports, reports to sitting committees overseeing the grant funded projects and the final report to the funder. Quarterly reports are due within 30 days of the Federal Fiscal Year quarter and the biannual report within 30 days of the 2nd and 4th quarters of the Federal Fiscal Year. Departmental projects have varying deadlines that are determined by the project director and the division director, based on a case by case assessment of the project's requirements.

Or See Attachment _____ attached hereto and incorporated herein by this reference

C. Performance Standards

List specific standards and criteria sufficient to evaluate Contractor's performance and quality of deliverables

As a dependent contractor, contractor will be monitored via weekly supervision meetings on departmental projects with the division director and other project directors. Work on federal projects will be monitored via regular meetings with project directors responsible for the federal grants.

Or See Attachment _____ attached hereto and incorporated herein by this reference

D. Payment Schedule

Be specific as to hourly rate, payment by milestones, etc.

Contractor will be reimbursed at \$73 per hour for 1022.6 hours and \$50.00 per hour for 405 hours. The contractor may bill for up to 40 hours per week, until funds are exhausted.

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Changes to the terms and conditions on this page require approval of County Counsel

SECTION VI: STANDARD PROVISIONS

A. Entire Agreement

This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. Conflicts of Interest

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

C. Governing Law, Venue

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

D. Assignment

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

E. Waiver

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

F. NON-DISCRIMINATION

Standard Non-Discrimination Language

Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

-- OR --

Alternate Non-Discrimination Language Attached (Requires County Counsel Approval)

G. TERMINATION

Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

--OR--

Alternate Termination Language Attached (Requires County Counsel approval.)

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SECTION VII: CONTRACTING PRINCIPLES

A. Other Current County Contracts

If contractor's cumulative total of contracts with the County exceeds \$100,000, this contract is likely to be a Type II contract. Refer to the Contracting Principles.

Contractor has no other current County contracts for same or similar services

Contractor has other contracts for same or similar services within the County

Enter contract information for other contracts in table below

Agency / Dept / Division	Type of Service	Current Fiscal Year Contract Amount
		\$
		\$
Total of all Current Fiscal Year Contracts		\$

Or See Attachment _____

B. Contractor Self-Declaration

TYPE I CONTRACT

Contractor declares that this is a Type I service contract under the Board of Supervisor's Resolution on Contracting Principles. If this box is checked, please complete the following:

Type I Category: Professional Services

Explanation: This is an individual. Contract is less than \$100,000.00

TYPE I CONTRACT:

Type I service contracts are subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following:

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non-compliance with this Section, and the opportunity to respond and discuss the County's intended action.

-- OR --

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TYPE II CONTRACT

Contractor declares that this is a Type II contract under the Board of Supervisor's Resolution on Contracting Principles.

TYPE II CONTRACT

This contract is a Type II service contract subject to the resolution of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following during the term of this contract:

- a. Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.
- b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any, have been resolved, whichever period is longer or longer if otherwise required under other provisions of this contract.
- c. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in conjunction with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.
- d. Contractor shall provide to the County Department /Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, "financial audit" includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, of performance or program audits.
- e. Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.
- f. Contractor shall promptly advise the County Department/Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.
- g. As required under the Resolution and the County's implementing procedures, Contractor provided to County as a part of the selection *[substitute "renewal," "extension," or "amendment" as appropriate]* process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor's employees, length of service, staff turnover and training, complaints (if any) regarding legal violations and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

The failure of Contractor to comply with any portion of Section VII, including the Contractor Self-Declaration of Status is considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and non-renewal of the contract. Contractor may be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and will have the opportunity to respond and discuss the County's intended action.