

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Date: 12/16/11 Purchase Order Number: 4400005548
(Procurement Department Use Only)

Agency/Department Name: Registrar of Voters Department No.: 5600

Brief Description of Services: The Registrar of Voters is the County Elections Official and conducts all Federal, State, County, School District and Special District General and Special Elections.

Maximum Financial Obligation: \$ 100,000.00

Term of Agreement: Start Date: January 3, 2012 End Date: June 30, 2012

For County Use Only – SAP						
	Account Assignment	General Ledger	Cost Center	Amount	WBS	Internal Order
Line 1	H	5255500	5605	\$100,000.00		101904
Line 2						
	<small>H, I or J</small>	<small>Expense Code</small>	<small>Dept. Code</small>		<small>Capital Project Code</small>	<small>"PCA" code - Optional</small>

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>Working Partnerships USA</u>	Agency/Dept: <u>Registrar of Voters</u>
Contact Person: <u>Cindy Chavez</u>	Contract Monitor: <u>Philip Chantri</u>
Address: <u>2102 Almaden Road, Suite 107</u>	Address: <u>1553 Berger Drive, Building 1</u>
City/State/Zip: <u>San Jose, CA 95125</u>	City/State/Zip: <u>San Jose, CA</u>
Telephone: <u>408-269-7872, Ext. 599</u>	Telephone: <u>408-282-3066</u>
Fax: <u>408-269-0183</u>	Fax: <u>408-282-3115</u>
SCC Vendor Number (SAP): <u>5000819</u>	Fiscal Contact: <u>Anna Kung</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>Cindy Chavez, Exec. Director</u>	Date: <u>12/16/2011</u>
Procurement Department: <u>[Signature]</u>	Date: <u>1/9/12</u>
Agency/Department Manager: <u>[Signature]</u>	Date: <u>12-23-2011</u>
Agency/Department Fiscal Officer: <u>[Signature]</u>	Date: <u>12-29-11</u>
County Counsel: <u>[Signature]</u> <small>(Signature required when the Standard Provisions language (Section VI) is changed or for IT Services of \$500,000 or less. It is also required when contract was approved by a delegation of authority from the Board)</small>	Date: <u>12/27/11</u>
Office of the County Executive: <u>[Signature]</u> <small>(Signature required when Board approved contract by a delegation of authority)</small>	Date: _____

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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 various federal and state taxes. 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 be Complete by Contracting Department 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? Employees will be performing similar work with but with a different degree of supervision.		X
2	Training: Will the County instruct the Contractor on how to do the job or pay for external training? The County will teach the Contractor about election laws, regulations and procedures but will not instruct them on how to do the job.		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? The Contractor will not be reimbursed for any money spent upfront if they resign or terminate the contract without completing their deliverables.		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? The Contractor will be performing services and outreach within the community. There is no need for the County to provide a work location or tools.		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 that was not the regular tasks performed by County employees before - answer NO.	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? The Contractor will be performing outreach to individual communities. The County will not limit contracts of similar service with other customers.		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 license for a physician or architect.) Enter below the business license number and the city/entity where issued. Bus Lic. # <u>5225531210</u> Issued by: <u>City of San Jose</u>		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. Payments to be the Contractor will be made based on milestones and deliverables.		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. County employees will provide program oversight and initial training but will provide no further assistance to the Contractor.		

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

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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: *OC*

Reviewed and signed off by Dept. Fiscal Officer *J. Ju*

SECTION V: CONTRACT SPECIFICS

On September 23, 2011, a Request for Proposal (RFP) for Voter Education and Outreach was released by ROV. See Attachment A, "#RFP-ROV-FY12-0067." Working Partnerships USA's proposal was selected to move forward with the negotiation process. See Attachment B, "Vietnamese and Hispanic Youth Voter Registration Proposal." The terms and conditions of the service agreement are outlined below.

A. SERVICE DESCRIPTION, EXPECTED OUTCOME (SCOPE OF SERVICE) AND TIMELINE

- Funding Subject Areas:**
- Immigrant Communities
 - 18-24 Year Olds

Voter Participation:

- Recruit and train 10 bilingual outreach workers (**April 2-6, 2012**)
- Call young Vietnamese and Hispanic voters to encourage them to vote and provide assistance with any questions they may have. Phone calls will run approximately five (5) minutes.
- Visit the homes of young Vietnamese and Hispanic voters to encourage them to vote and provide assistance with any questions they may have. House visits will run approximately 10 minutes.
- Conduct phone banking and precinct walking, contacting 7,000 voters through phone and 2,000 voters through door-to-door precinct walking (**begins April 9, 2012**)
- Will partner with organizations, including but no limited to: Children's Health Initiative, Center of Employment Training, Interfaith Council on Economic Justice, Silicon Valley Independent Living Center, Next Generation Bay Area, Asian Americans for Community Involvement, National Association for the Advancement of Colored People, Interfaith Council on Economics and Justice, San Jose State University Movimiento Estudiantil Chicano de Aztlan, Pride at Work, and the Federation of Retired Union Members. Partnering activities will include but are not limited to recruiting volunteers, conducting outreach to eligible voters, registering voters, and conducting voter education to increase voter participation for the June 2012 Primary Election.

Voter Registration:

- Recruit and train 10 part-time bilingual (English and Spanish or Vietnamese) organizers (**January 16-20, 2012**)
- Produce bilingual educational materials for trainings and presentations
- Conduct outreach, education and voter registration events, averaging of one (1) hour per event, at 10 high schools and five (5) colleges (**January 23 – March 30, 2012**)
- Conduct outreach, education and voter registration events at meetings of Vietnamese and Hispanic student groups at high schools and colleges (**January 23 – March 30, 2012**)
- High School voter outreach sites will include but are not limited to: Overfelt, Yerba Buena, James Lick, Independence, Andrew Hill, San Jose High, Gilroy High, Christopher High, Mount Madonna Continuation, and Gilroy Early College Academy.
- College voter outreach sites will include but are not limited to: San Jose City, San Jose State, Evergreen Valley, Gavilan College and National Hispanic University.
- Disseminate voter registration cards to target population groups and register 3,500 voters (**January 23 – March 30, 2012**)
- Coordinate at least two (2) media events (29- and 15-day close), approximately 30 minutes each, for Vietnamese and Spanish language news outlets to educate the targeted population about the importance of registering to vote and how to participate in the voting process from registration through filling out a ballot. Media events will be Press Conferences or other earned media (**begin April 23, 2012 for 29-day close; begin May 17, 2012 for 15-day close**).

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

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B. DELIVERABLES AND MILESTONES FOR PERFORMANCE

Deliverables:

- Disseminate 20,000 voter registration cards to Vietnamese and Hispanic youth 18-24 years old
- Register 3,500 Vietnamese and Hispanic youth 18-24 years old
- Increase voter turnout by at least 5% among Vietnamese and Hispanic youth 18-24 years old in the November 2012 General Election
- Reach 15,000 voter households by phone or door-to-door contact
- Send out 10,000 pieces of voter outreach mail

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

C. PERFORMANCE STANDARDS

Voter Education, Participation and Registration:

- Provide event/community forum dates, times, length, attendance and language breakdown (if available), photos and/or video*
- Provide copies of all outreach materials (e.g. handouts, mailers, bulletins, emails blasts, website voting messages, and volunteer training materials) produced, translated, and distributed
- Provide number of media spots secured/events held (e.g. articles, radio shows, special interest stories, press conferences, and Public Service Announcements) along with copies, transcripts, recordings, photos or video*
- Provide number of media hits (e.g. visits on YouTube, likes on Facebook, and unique visitors on project website)
- Provide phone banking information: A copy of all phone scripts, the number of people called, the number of actual contacts made, the outcome of the phone calls, as well as photos and/or video of activities*
- Provide precinct walking information: The number of homes/people visited, the number of actual contacts made, the outcome of the visit, and photos/and or video of activities*
- Provide volunteer names, languages spoken and voter outreach activities performed
- Provide the number of voter registration cards (including Vote by Mail) distributed and submitted

*Deliverables: County shall own all rights and title to all Deliverables. All materials obtained, developed or prepared by Contractor in connection with performance of this Agreement, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost.

Works Made for Hire: Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County.

All CBOs will be required to attend a debriefing following the June 5, 2012 Presidential Primary.

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

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D. PAYMENT SCHEDULE

Contractor will invoice County in accordance with the following schedule:

Invoice Number	Invoice Date
1	2/15/2012
2	3/15/2012
3	4/15/2012
4	5/15/2012
5	6/15/2012
6	7/15/2012

- Contractor will submit on a monthly basis the actual, reasonable, necessary, and allowable expenses along with a listing of that month's activities and deliverables See Attachment C, "Performance Measurement Suggested Template."
- Submit invoice by the 15th of the following month. Reimbursement for expenses is limited to the policy of the County. Payments will be processed by the end of the month.
- Contractor will submit a final invoice for the final expenditures along with the submission of the final report
- Maximum reimbursement per expense category will be based on the RFP Budget. See Attachment B, Section 6A.

Please submit invoices to:

Registrar of Voters
 Attn: Anna Kung – CBO
 PO Box 611750, San Jose, CA 95161-1750
 1553 Berger Drive, Building 1, First Floor
 San Jose, CA 95112

Title	Hourly Rate	Total Hours
Organizing Director	\$38.46	124.8
Lead Organizer	\$20.19	343.2
Organizer/Canvasser Supervisor	\$19.23	260
Accounting Assistant	\$20.19	52
Accounting Manager	\$36.06	31
Administrative Assistant	\$14.84	249.6
Communications Coordinator	\$24.04	52
Temp Workers	\$14.84	4,800

The invoices will include a summary report that:

- Shows the Purchase Order Number (located on the first page of the Service Agreement)
- Groups expenses by category
- Lists and summarizes the expense purposes and performance deliverables
- Provides supporting documents such as time sheets, time studies, receipts, etc...
- Includes information about any reimbursement already received for a portion of the expenses
- Includes where and to whom payment should be sent

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

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.

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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. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

F. 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.

G. 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)

H. 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). Any alternate termination language must include the following budgetary contingency provision: This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

I. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

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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: Contractor that employs than 25 employees; Contract of \$100,000.00 or less

Explanation: Working Partnerships USA employs 17 employees and proposes \$100,000 for this RFP.

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 --

TYPE II CONTRACT

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

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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.

SECTION VIII: INSURANCE / INDEMNIFICATION

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Independent Contractors must comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

The following standard insurance and indemnification language is attached and incorporated into this agreement:

- B-2 Standard Service Contracts Above \$100,000
- B-2A Standard Service Contracts Between \$50,001 and \$100,000
- B-2B Standard Service Contracts Between \$10,001 and \$50,000
- B-2C Standard Service Contracts Up To \$10,000
- B-2D Environmental Services Contracts
- B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)
- B-3A Architects and Engineers Service Contracts
- B-9 Part-time Trainer Contracts up to \$50,000

Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

	YES	NO
1. Workers Compensation: Does the contractor have employees? If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.	X	
2. Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.		X
3. Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.	X	
4. Non-owned Auto Insurance: Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.	X	

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION IX: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

A. Federal Required Language Attached (optional)

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

B. State Required Language Attached (optional)

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Only add special language if services included in the contract require language different from or in addition to that in Section VI.

SECTION X: ADDITIONAL ATTACHED EXHIBIT (S) (optional)

If exhibits are added to this Service Agreement, the contract will require review, approval and signature of County Counsel, with the exception of attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits. Examples of attachments that require County Counsel approval are: 1) Contractor's terms and conditions that are different than, or add to the standard provisions language, 2) Any changes to the language in Section VI—Standard Provisions.

Exhibit Name(s) _____

The Exhibits named above are attached hereto and incorporated herein by this reference

SECTION XI: MISCELLANEOUS

Statement of Economic Interest, FORM 700

If Form 700 is required, it must be filed with the Clerk of the Board within 30 days of the contract's effective date of _____. Contractor must submit Form 700 by _____ to the Department's Contract Monitor. Department's Contract Monitor will submit the completed Form 700 with the Form 700 cover sheet to the Clerk of the Board by _____.

SECTION XII: BEVERAGE NUTRITIONAL CRITERIA

Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

SECTION XIII: ATTACHMENTS

Attachment A.....Request for Proposal, #RFP-ROV-FY12-0067
Attachment B.....Working Partnerships USA's "Vietnamese and Hispanic Youth Voter Registration"
Proposal
Attachment C.....Performance Measurement Suggested Template