

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Date: October 7, 2011 Purchase Order Number: _____
(Procurement Department Use Only)

Agency/Department Name: Public Health Department Department No.: 410

Brief Description of Services: Working Partnerships USA (WPUSA) will implement healthy eating and physical activity policies that will impact workers of five (5) unions by creating healthier food environments designed to support its members and volunteers.

Maximum Financial Obligation: \$ 40,000

Term of Agreement: Start Date: Upon Execution End Date: September 30, 2012

For County Use Only – SAP						
	Account Assignment	General Ledger	Cost Center	Amount	WBS	Internal Order
Line 1	H	5255100	2906	\$30,000	FY12	
Line 2	H	5255100	2906	\$10,000	FY13	
	<i>H, I or J</i>	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>Working Partnerships USA</u>	Agency/Dept: <u>Public Health Department</u>
Contact Person: <u>Cindy Chavez, Executive Director</u>	Contract Monitor: <u>Lori Martin</u>
Address: <u>2102 Almaden Road, Ste. 107</u>	Address: <u>1400 Parkmoor Ave. Suite 120 B</u>
City/State/Zip: <u>San Jose, CA 95125</u>	City/State/Zip: <u>San Jose, CA 95126</u>
Telephone: <u>(408) 269-7872</u> Fax: <u>(408) 269-0183</u>	Telephone: <u>(408) 793-2713</u> Fax: <u>(408)</u>
SCC Vendor Number (SAP): <u>1011381</u> <i>REMIT TO: 50008119</i>	Fiscal Contact: <u>Lori Martin (408) 793-2713</u> <u>Roya Roustia (408) 792-5108</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:	Date: <u>10/7/2011</u>
Procurement Department:	Date:
Agency/Department Manager:	Date: <u>10/21/11</u>
Agency/Department Fiscal Officer:	Date:
County Counsel:	Date: <u>10/19/11</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>	
Office of the County Executive:	Date: <u>10/20/11</u>
<small>(Signature required when Board approved contract by a delegation of authority)</small>	

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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)

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

B. DELIVERABLES, MILESTONES, TIMELINE FOR PERFORMANCE

Or See Attachment A 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

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

D. PAYMENT SCHEDULE

Be specific as to hourly rate, payment by milestones, etc. *All reimbursements for travel shall comply with the current County Travel Policy*

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

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

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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. 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--

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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.

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: II C. 3: Individuals and contractors that employ less than twenty-five (25) employees.

Explanation: Implementation of organizational wellness.

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:

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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.

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.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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

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.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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)

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) Exhibit C –Additional Terms and Conditions

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.

Exhibit A - Scope of Work

**Santa Clara County Public Health Department
Communities Putting Prevention to Work - Obesity Prevention
Working Partnerships USA (WPUSA)**

Upon Execution - September 30, 2012

A. Introduction			
Working Partnerships USA (WPUSA) will implement healthy eating and physical activity policies that will impact workers of five (5) unions by creating healthier food environments designed to support its members and volunteers.			
B. Milestones/Phases and Task Description			
HEALTHIER EATING			
Objective 1:			
(1.) A minimum of 50% of the beverages made available to workers in five (5) unions seeking job assignments through Hiring Halls at the Labor Center and at additional sites will be water, 100% fruit juice (limited to 8 ounce servings), and other unsweetened beverage options.			
(2.) A minimum of 50% of the foods made available to workers in five (5) unions seeking job assignments through Hiring Halls at the Labor Center and at additional sites will be healthier food options in accordance with the County of Santa Clara Nutritional Standard (2011).			
Key Activities	Tracking Measures	Milestones	Time Frame
1. Meetings with unions that have hiring halls will be conducted to discuss development and implementation of a Wellness Resolution, inclusive of a Healthy Food and Beverage policy, that will impact food and beverages served at hiring hall locations. Targeted unions include: Carpenters, Ironworkers, International Brotherhood of Electrical Workers (IBEW), Plumbers and Steamfitters or SEIU.	Meeting minutes/meeting handouts	Meetings held and input obtained	October - November 2011
2. Resolution language will be drafted and presented for approval.	Resolution language developed	Resolution will be adopted by April 2012	October - November 2011
3. WPUSA staff will attend hiring hall activities to provide technical assistance in the implementation of Healthy Food and Beverage policies.	Technical Assistance log	Technical assistance provided	November 2011 – September 2012

Exhibit A - Scope of Work

Objective 2:			
(1.) A minimum of 50% of snack or meal options made available to volunteers at the Labor Center will be healthier snack/meal options in accordance with the County of Santa Clara Nutritional Standards (2011).			
(2.) A minimum of 50% of the beverages made available to volunteers at the Labor Center will be water, 100% fruit juice (limited to 8 ounce servings/containers), and other unsweetened beverage options.			
Key Activities	Tracking Measures	Milestones	Time Frame
1. Meetings with Central Labor Council organizing staff will be conducted to discuss development and implementation of a Healthy Food and Beverage policy for volunteers at the Labor Center.	Meeting minutes	Meetings held and input obtained	October - November 2011
2. Policy language will be drafted and presented for approval.	Policy language and Healthy Food and Beverage guidelines developed	New policy will be established by December 2011	October - November 2011
3. WPUSA staff will attend volunteer mobilizations to provide technical assistance in the implementation of Healthy Food and Beverage policies.	Technical Assistance log	Technical assistance provided	October 2011 – September 2012

Exhibit A - Scope of Work

Objective 3:			
(1.) A minimum of 50% of the beverages available at meetings of the participating unions (both at the Labor center and off-site locations) will be water, 100% fruit juice (limited to 8 ounce servings/containers), and other unsweetened beverage options.			
(2.) A minimum of 50% of foods available at meetings of the participating unions (both at the Labor Center and off-site locations) will be healthier meal/snack options in accordance with the County of Santa Clara Nutritional Standards (2011).			
Key Activities	Tracking Measures	Milestones	Time Frame
1. Discussions will be scheduled with at least 40 unions affiliated with the Central Labor Council regarding the implementation of a Healthy Food and Beverage policy for meetings, including delegate meetings of the Labor Council itself.	Meeting minutes	Implementation process shared with 40 Unions	October - November 2011
2. Policy language for meetings will be drafted and approved.	Policy language and Healthy Food and Beverage guidelines developed	New policy will be established by December 2011	October - November 2011
3. WPUSA staff will attend Union meetings to provide technical assistance in the implementation of Healthy Food and Beverage policies.	Technical Assistance log	Technical assistance provided	October 2011 – September 2012
4. WPUSA staff will provide Union workers with feedback forms to indicate their satisfaction with the program and gather information for improvement.	Feedback forms collected	Report generated that captures feedback	July - September 2012

Exhibit A - Scope of Work

Objective 4:			
(1.) Staff with food purchasing power will be trained on implementing healthier food and beverage guidelines.			
Key Activities	Tracking Measures	Milestones	Time Frame
1. A training will be implemented for administrative staff responsible for food ordering that will include: healthy food/beverage purchasing guidelines; a "Be Sugar Savvy" educational component; portion size and preparation recommendations; and taste testing of healthy foods that could be purchased and served to staff, volunteers and union workers.	Training attendance log	Training implemented	December 2011
Objective 5:			
(1.) WPUSA will institute a "no sugar sweetened beverage" policy requiring that the only beverages that are provided by the organization to staff will be water, 100% fruit juice (limited to 8 ounce servings/containers) or other unsweetened beverage options.			
(2.) WPUSA will provide a selection of fresh fruit and vegetables as snacks to all staff at least three (3) days per week.			
Key Activities	Tracking Measures	Milestones	Time Frame
1. Healthy Beverage policy will be drafted, approved and implemented.	Policy language and Healthy Beverage Guidelines	Policy implemented	December 2011
2. Food purchased for staff	Food purchased	Food provided	December 2011

Exhibit A - Scope of Work

ACTIVE LIVING			
Objective 1:			
(1.) A walking club will be established to promote physical activity among WPUSA staff and union workers.			
Key Activities	Tracking Measures	Milestones	Time Frame
1. Conduct a survey of employees at the Labor Center to determine walking club preferences.	Surveys taken	Survey completed	October 2011
2. Staff will establish routes, organize and publicize the club, as well as lead lunch-time walks two days a week.	Number of walks held	Walks held twice per week.	October 2011 - September 2012
Objective 2:			
(1.) Model policy will be adopted by WPUSA and instituted in the Employee Handbook that states that exercise opportunities will be provided at the Labor Center to increase access to physical activity.			
Key Activities	Tracking Measures	Milestones	Time Frame
1. Conduct a survey of employees at the Labor Center to determine exercise class preferences	Surveys taken	Survey completed	October 2011
2. Policy language will be drafted, approved and integrated into the Employee Handbook.	Policy language drafted and approved	Policy language integrated into the Employee Handbook	October - December 2011

Exhibit A - Scope of Work

C. Performance Standards and Requirements
<i>Contractor must adhere to the following administrative requirements:</i>
<ul style="list-style-type: none">▪ All print materials produced will include the following attribution statement as required by the funder: <i>Made possible by funding from the Department of Health and Human Services.</i>
<ul style="list-style-type: none">▪ All media messaging and print communications must be cleared in advance by the Public Health Department.
<ul style="list-style-type: none">▪ When applicable, provide opportunities CPPW - Leadership Team involvement.
<ul style="list-style-type: none">▪ Support overall CPPW - Obesity Prevention evaluation efforts by providing data or key findings which Public Health Department staff will incorporate into the monthly reporting to funder (HHS/CDC).
<ul style="list-style-type: none">▪ Participate in local, Santa Clara County specific evaluation as part of CPPW - Obesity Prevention grant by participating in key informant interviews, completing e-surveys, and timely sharing of local findings to support evidence base coordinated by evaluation team (Public Health Department and Samuels & Associates).
<i>Performance will be evaluated upon the following performance measures:</i>
<ul style="list-style-type: none">▪ Completion of key activities
<ul style="list-style-type: none">▪ Completion of activities within the timeframe
E. Reporting:
<ul style="list-style-type: none">▪ Contractor is required to have a monthly meeting with Public Health Communities Putting Prevention to Work, Obesity Prevention (CPPW-OP) staff to provide a verbal report on the progress of the project.
<ul style="list-style-type: none">▪ Contractor must also submit quarterly progress reports by the fifteenth of the month immediately following the end of each federal fiscal year (January 15th, April 15th, July 15th, October 15th).
<ul style="list-style-type: none">▪ Failure to meet any reporting requirements will be sufficient cause for termination of a contract.

Exhibit B

Santa Clara County Communities Putting Prevention to Work - Obesity Prevention

Working Partnerships

BUDGET Summary for Organizational Wellness

Upon Execution - September 30, 2012

BUDGET CATEGORY	Offeror Requested Amount	SCC PHD Approved Amount
*NOTE - If you want the cells on this sheet to fill automatically from the Budget Justification Worksheet (next tab), then do not enter any information here. Enter it on Budget Justification and it will update here automatically.		
A. SALARIES (subtotal of salaries from Budget Justification)		
Subtotal Salaries:	\$ 21,050	\$ -
B. FRINGE BENEFITS (subtotal of fringe benefits from Budget Justification)		
Subtotal Fringe Benefits:	\$ 7,368	\$ -
D. SUPPLIES (subtotals of supplies from Budget Justification)		
Subtotal Supplies:	\$ 7,995	\$ -
E. TRAVEL/MEETINGS/MILEAGE (subtotals of travel from Budget Justification)		
Subtotal Travel:	\$ 1,730	\$ -
G. INDIRECTS/Administrative Overhead (subtotal of indirects from Budget Justification - for basis see Budget Justification)		
SubTotal Indirects:	\$ 1,857	\$ -
TOTAL BUDGET:	\$ 40,000	\$ -

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Exhibit B

Santa Clara County Communities Putting Prevention to Work - Obesity Prevention

Working Partnerships

BUDGET JUSTIFICATION for Organizational Wellness

Upon Execution - September 30, 2012

BUDGET CATEGORY				
A. SALARIES				
Position/Title First & Last Name	Annual Salary (Full Time Basis)	% of Full Time (FTE) Assigned to CPPW	Months Requested	Annual Budget Salary=(Salary x FTE%)
Executive Director Cindy Chavez	\$ 65,000	2%	12	\$ 1,300
Chief of Staff Ben Field	\$ 30,000	5%	12	\$ 1,500
Organizing Director Derecka Mehrens	\$ 80,000	5%	12	\$ 4,000
Campaign Coordinator Jamie Chen	\$ 38,000	15%	12	\$ 5,700
Lead Organizer Anna Schlotz	\$ 42,000	15%	12	\$ 6,300
Accounting Manager Janice Ferris	\$ 75,000	3%	12	\$ 2,250
Salary Subtotal:				\$ 21,050

#REF!

Write a brief job description for each of the positions/titles listed above. The descriptions should correspond to the scope of work/workplan task and goals. It is not necessary to repeat descriptions for duplicated positions except for those positions whose work differs from the others of the same title/position.

Executive Director - Community Education

Exhibit B

Chief of Staff - Overall Project Lead
Organizing Director - Leading and Coordinating Education & Outreach
Campaign Coordinator - Conducting Outreach and Technical Assistance
Lead Organizer - Conducting Outreach and Technical Assistance
Finance Assistant - Payroll, accounts payable for program expenditures, staff support at presentations and community events
Administrative Assistant/Grant Administrator - Administrative support for the Team and grant administration

B. Fringe benefits are calculated at 35% of salaries		Fringe Benefits Subtotal: \$	7,368
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For expense categories C-F, please provide a short narrative of the expense details that makes clear the expense and the purpose in general. In those cases where expenses may be significantly different, you may enter multiple expenses for that category. For example, category E could use separate lines for local mileage, costs to travel to a meeting or conference and the expenses related to hosting a conference or meeting, if applicable.

Exhibit B

D. SUPPLIES	
Office Supplies and meeting materials (\$1,000); Materials and supplies for Healthy Food Training for Administrative staff (\$2,700) and incentives for administrative staff who attend training to purchase healthy foods (\$2500)	\$ 6,200
Telephone Expense	\$ 800
General expenses will include: postage, equipment lease, maintenance, and printing and operational expenses	\$ 995
Supplies Subtotal:	\$ 7,995

E. TRAVEL/MEETINGS/MILEAGE	
Local mileage is projected to be 5 miles x 2 people x 2 times a week for 12 months = $(10 \times 2 \times 52)$ @ \$0.51/per mile = \$530.40	\$ 530
Meeting room space for on-site meetings plus use of Hall A for delegates meetings	\$ 1,200
Travel/Meetings/Mileage Subtotal:	\$ 1,730

G. INDIRECTS/Administrative Overhead	
INDIRECTS MAY NOT EXCEED 10% OF SALARIES (salary subtotal from above). If indirects are claimed as an expense please indicate the basis for the charge.	\$ 1,857
Indirects Subtotal:	\$ 1,857

	BUDGET TOTAL: \$ 40,000
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PAYMENT SCHEDULE
<ul style="list-style-type: none"> ▪ The maximum payable under this contract is \$40,000 . ▪ Payments will be made on a quarterly basis - contractor is required to submit a quarterly invoice for expenses incurred during the quarter that just ended along with the required quarterly progress report. ▪ Invoices are to be submitted following the end of each federal fiscal year quarter (January 15th, April 15th, July 15th and October 15th).