

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Date: October 3, 2011 Purchase Order Number: _____
(Procurement Department Use Only)

Agency/Department Name: Public Health /CDIP Department No.: 0410

Brief Description of Services: Use the tobacco prevention policy model to develop a tobacco prevention policy campaign that engages local leaders and community members to support city policies that prevent and reduce tobacco use and reduce exposure to secondhand smoke. The campaign focuses on San Jose.

Maximum Financial Obligation: \$ 82,739

Term of Agreement: Start Date: Upon execution of contract End Date: March 2, 2012

For County Use Only – SAP						
	Account Assignment	General Ledger	Cost Center	Amount	WBS	Internal Order
Line 1	0410	5255100	2942	\$82,739	CO FY 11-12	
Line 2						
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>Working Partnerships USA</u>	Agency/Dept: <u>Public Health/CDIP</u>
Contact Person: <u>Cindy Chavez</u>	Contract Monitor: <u>Kathy Yu</u>
Address: <u>2102 Almaden Road, Suite 107</u>	Address: <u>1400 Parkmoor Avenue, Suite 120B</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>793-2772</u> Fax: <u>793-2731</u>
SCC Vendor Number (SAP): <u>1011381</u> <i>REMIT TO: 5000919</i>	Fiscal Contact: <u>Kathy Yu (408) 793-2772</u> <u>Roya Rousta (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>10/5/2011</u>
Procurement Department:	Date:
Agency/Department Manager:	Date: <u>10/18/11</u>
Agency/Department Fiscal Officer:	Date:
County Counsel: <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>10/12/11</u>
Office of the County Executive: <small>(Signature required when Board approved contract by a delegation of authority)</small>	Date: <u>10/13/11</u>

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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? If the answer to any of these questions is YES, mark the box YES. If NO, please explain.		
2	Training: Will the County instruct the contractor on how to do the job or pay for external training? If NO, please explain.		
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.		
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.		
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 and explain briefly.		
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.		
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. # _____ Issued by: _____		
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.		
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.		

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: CC

Reviewed and signed off by Dept. Fiscal Officer _____

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

Payment is based on cost reimbursement. Costs must follow approved line item budget and budget justification narrative (Attachment B). Reimbursement invoice template will be provided to Contractor. **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: Under \$100,000 contract

Explanation: Contractor has no other contracts within same budget unit in each fiscal year that exceeds \$100,000 in aggregate.

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.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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.

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.

COUNTY OF SANTA CLARA – SERVICE AGREEMENT

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) Attachment C –Additional Terms and Conditions
Attachment D –Travel Policy

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.

ATTACHMENT A

Contract Period: Upon Execution of Contract – March 2, 2012

Aligned City Policy Goals for San Jose: Smoke-free Outdoor Dining, Service Lines and Outdoor Common Areas of Multi-Family Residence

PROGRAM PHASE	ACTIVITIES/DELIVERABLES	TIME LINE	MILESTONE / DOCUMENTATION	STAFF COMPLETING ACTIVITY	PROGRESS TO-DATE
1. Community Assessment	1.1 Assess the political environment to identify local problems, issues, potential allies and opposition groups, and resources which might impact the campaign. Determine level support among decision-makers given said political environment. Identify stakeholder organizations which can help solidify support from swing decision-makers.	Upon execution – 11/2011	n/a (Information will be used to complete the Power Analysis)	Cindy Chavez Bob Brownstein Derecka Mehrens Jamie Chen	
2. Policy Campaign Strategy	2.1 Recruit residents, stakeholders and partners to attend the Power Analysis session.	Upon execution – 11/2011	Outreach Roster	Cindy Chavez Jamie Chen Derecka Mehrens	
	2.2 Complete a Power Analysis for the selected jurisdiction.	Upon execution – 11/2011	Completed Power Analysis; Roster of Power Analysis Participants	Cindy Chavez Bob Brownstein Jamie Chen Derecka Mehrens	
3. Coalition Building/Broadening	3.1 Conduct at least 4-6 one-on-one meetings with organizations/agencies identified during the strategy session to recruit into the campaign.	Upon execution – 12/31/2011	List of meetings attended	Jamie Chen Elisa Koff-Ginsborg	
	3.2 Conduct at least 3-5 presentations to neighborhood associations, faith-based organizations, community based organizations, etc. to educate about campaign purpose and recruit new members into the campaign.	Upon execution – 12/31/2011	List of organizations where presentations occurred; Number of people presented to	Jamie Chen Elisa Koff-Ginsborg	
	3.3 Conduct targeted outreach at a minimum of 3 community events (farmers markets, health fairs, etc.) to educate the public and recruit new strategic partners and residents into the campaign.	Upon execution – 3/2012	List of events attended	Jamie Chen Elisa Koff-Ginsborg	
4. Policy Campaign Implementation	4.1 Conduct at least 4 meetings with key policy/decision makers in selected jurisdiction to gain support for policy goals.	Upon execution – 3/2012	List of meetings attended and participant list	Bob Brownstein Jamie Chen	
	4.2 Provide public testimony at public	Upon	List of meetings where public	Jamie Chen	

	hearings (Council meetings, committee meetings) where discussion and voting of the tobacco prevention policies occurs.	execution – 3/2012	testimony was provided; List of who provided testimony	Elisa Koff-Ginsborg	
	4.3 Generate a minimum of 3 instances of media coverage through letters to the editor, opinion editorials, newsletter articles etc. to generate support from decision makers and the public for tobacco prevention policies.	Upon execution – 3/2012	Samples of generated media	Jody Meacham	
5. Policy Implementation and Enforcement	5.1 Maintain relationships with policy/decision makers, city staff and campaign members by acknowledging supporters in a press release, press event, or newsletter.	Following policy adoption – 3/2012	Samples of media	Jamie Chen Jody Meacham	
	5.2 Educate the public about the new policy through a media event, public service announcements (PSA's), and developing outreach materials for social media.	Following policy adoption – 3/2012	Samples of educational/media materials	Jamie Chen Jody Meacham	
	5.3 Monitor implementation and enforcement activities through data collection (ex. observational survey to check whether signage has been placed properly).	Following policy adoption – 3/2012	Data collection results	Jamie Chen	

OBJECTIVE	ACTIVITIES/DELIVERABLES	TIME LINE	MILESTONE / DOCUMENTATION	STAFF COMPLETING ACTIVITY	PROGRESS TO-DATE
Throughout grant period Working Partnerships will follow the administrative requirements of the County of Santa Clara, The Public Health Department, and the Centers for Disease Control & Prevention (CDC).	All published print materials to include the following attribution statement as required by the funder: Made possible by funding from the US. Department of Health and Human Services.		Copies of print materials.		
	Community forums to be conducted in collaboration with the Public Health Department and opportunities to be provided for the CPPW - Leadership Team's involvement when possible and appropriate.		Documentation of collaboration.		
	Media messaging and print communications to be cleared in advance by Public Health whenever the Public Health name appears in the document.		Phone and/or email Documentation.		
	Working Partnerships will conduct a Power Analysis training for PH staff to help to build policy capacity within Public Health.		Training roster.		
	Support overall CPPW - Tobacco Prevention evaluation efforts by providing data and key findings which Public Health Department staff will incorporate into the monthly reporting to funder (HHS/CDC).		Verbal updates and written monthly reports.		
	Participate in local, Santa Clara County specific evaluation as part of CPPW - Tobacco Prevention grant by participating in key informant interviews, completing e-surveys, and timely sharing of local findings.		Interview transcripts and completed surveys .		

PERFORMANCE STANDARDS

1. Contractor must meet all scope of work deliverables in a timely manner.
2. Contractor must turn in all required forms, reports, and required paperwork in a timely manner.
3. Contractor must provide high quality work that meets the manager and grant expectations.
4. Contractor must meet agreed upon work days, hours and overall schedule.

REPORTING REQUIREMENTS

1. Quarterly Reports shall contain the following:

Invoice

Progress on Deliverables and Milestones (done monthly)

Report 1512 Information (for CDC)

Cost Study

2. Quarterly Report Deadlines:

Invoice and Report 1512 Information

January 1 (start of contract – 12/31/11)

April 1 (service period 1/1/12 – 3/31/12)

Cost Study

January 31 (start of contract-12/31/11)

April 30 (service period 1/1/12-3/31/12)

Progress Report

Use table seen above

November 1 (start of contract – October 31, 2011)

Subsequent updates are due one day after the end of the reporting month

3. Quarterly Meetings/Training:

Contractor may be required to attend quarterly meetings/training

ATTACHMENT B

Santa Clara County ARRA Communities Putting Prevention to Work Community Tobacco Intervention (Upon Execution of Contract - March 2, 2012)

Line Item Budget

ORGANIZATION NAME: Working Partnerships USA

BUDGET CATEGORY	Original Requested Amount	Budget Approved Amount
<p style="text-align: center;">*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.</p>		
A. SALARIES (subtotal of salaries from Budget Justification)		
Subtotal Salaries:	\$	49,865
B. FRINGE BENEFITS (subtotal of fringe benefits from Budget Justification)		
Subtotal Fringe Benefits:	\$	17,453
D. SUPPLIES (subtotals of supplies from Budget Justification)		
Subtotal Supplies:	\$	7,162
E. TRAVEL/MEETINGS/MILEAGE (subtotals of travel from Budget Justification)		
Subtotal Travel:	\$	3,273
G. INDIRECTS/Administrative Overhead (subtotal of indirects from Budget Justification - for basis see Budget Justification)		
SubTotal Indirects:	\$	4,987
TOTAL BUDGET:	\$ -	\$ 82,739

updated 110802 wgm

ATTACHMENT B

Santa Clara County ARRA Communities Putting Prevention to Work Community Tobacco Intervention (Upon Execution of Contract - March 2, 2012)

Budget Justification Narrative

ORGANIZATION NAME: Working Partnerships, USA

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	\$ 62,000	4%	6	\$ 1,240
Policy & Research Director Bob Brownstein	\$ 95,000	8%	6	\$ 3,750
Organizing Director Derecka Mehrens	\$ 75,000	15%	6	\$ 5,625
Campaign Coordinator Jamie Chen	\$ 41,600	80%	6	\$ 16,640
Lead Organizer Elisa Koff Ginsborg	\$ 60,000	40%	6	\$ 12,000
Communications Director Jody Meacham	\$ 50,000	30%	6	\$ 7,500
Finance Assistant Julia Garcia	\$ 43,000	10%	6	\$ 2,150
Administrative Assistant/Grant Administrator Chase Inman	\$ 48,000	4%	6	\$ 960
			Salary Subtotal:	\$ 49,865

#REF!

JOB DESCRIPTIONS:

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.

ATTACHMENT B

Executive Director - Executive oversight of staff and policy development
Project Lead - Policy Development
Organizing Director - Community Education
Campaign Coordinator - Community Education and outreach
Lead Organizer - Community Education and outreach
Communication Director - Generate media coverage, create media publications and press releases and maintain relationships
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: \$ 17,453
---	--	---

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.

ATTACHMENT B

D. SUPPLIES	
Office Supplies and meeting materials	\$ 1,000
A total of \$1,510 will be designated for incentivizing community partners to maintain active participation and engage in policy advocacy.	\$ 1,510
Telephone Expense	\$ 1,660
General expenses will include: postage, equipment lease, maintenance, and printing and operational expenses	\$ 2,992
Supplies Subtotal:	\$ 7,162

E. TRAVEL/MEETINGS/MILEAGE	
Local mileage is projected to be 24 miles x 2 people x 2 times a week for 6 months = $(24 \times 2 \times 26)$ @ \$0.51/per mile = \$1272.96	\$ 1,273
Meeting room space for on-site meetings (10 meetings x \$50): \$500.00	\$ 500
Meals for meetings: (10 meeting x \$150.00)	\$ 1,500
Travel/Meetings/Mileage Subtotal:	\$ 3,273

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.	\$ 4,987
Indirects Subtotal:	\$ 4,987

	BUDGET TOTAL: \$ 82,739
--	--------------------------------