COUNTY OF SANTA CLARA – SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Date: 5/8/2012

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

Brief Description of Services: Provide communications and media service for the American Recovery and Reinvestment Act for the Communities Putting Prevention to Work Tobacco Prevention and Control Program initiative.

Maximum Financial Obligation: $14,625

Term of Agreement: Start Date: March 3, 2012 End Date: May 31, 2012

For County Use Only – SAP

<table>
<thead>
<tr>
<th>Line</th>
<th>Account Assignment</th>
<th>General Ledger</th>
<th>Cost Center</th>
<th>Amount</th>
<th>WBS</th>
<th>Internal Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line 1</td>
<td>0410</td>
<td>5255100</td>
<td>2919</td>
<td>$14,625</td>
<td>FY12</td>
<td></td>
</tr>
<tr>
<td>Line 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


SECTION II: PARTIES TO AGREEMENT

CONTRACTOR

Legal notices pertaining to this agreement will be sent to the name, address and contact person below:

Name: Better World Advertising
Contact Person: John Leonard
Address: 333 Kearny Street, Floor 7
City/State/Zip: San Francisco, CA 94108
Telephone: 415-979-9775
SCC Vendor Number (SAP): 1017965

COUNTY of SANTA CLARA

Mail Invoices to County of Santa Clara at:

Agency/Dept: Public Health Department
Contract Monitor: Kris Vantomhout
Address: 1400 Parkmoor Avenue, Suite 120
City/State/Zip: San Jose, CA 95126
Telephone: 408-793-2772
Fax: 408-793-2731
Fiscal Contact: Kathy Yu or Leticia Gordon

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

Better World Advertising: [Signature] Date: 5/15/12

George Shirakawa, Board of Supervisors President:

Lynn Regadanz, Interim Clerk of the Board of Supervisors:

Jenny S. Lam, Deputy County Counsel:

Page 1 of 8 – Effective May 2011


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

<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Supervision:</strong> 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. Training:</strong> Will the County instruct the contractor on how to do the job or pay for external training? If NO, please explain.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3. Incomplete Work:</strong> 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4. Place of Work/Tools:</strong> 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5. Length of Relationship:</strong> 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6. Other Customers:</strong> 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>7. Designation as Business Entity:</strong> If the Contractor has a business license or business certificate, mark the box &quot;No&quot;. (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: __________</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>8. Payment Schedule:</strong> 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 &quot;NO&quot; to this question. If NO, please explain. Be sure this answer matches the contract payment schedule in Section V.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>9. Support Services:</strong> 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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ 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: __________________________ Reviewed and signed off by Dept. Fiscal Officer __________________________
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)

Contractor will provide key communication strategies to support the work in establishing local tobacco policies as well as advanced key messages to Santa Clara County residents.

Coordinate launch of Smoking Cessation media campaign on bus shelters, billboards and point of sale ads.

Create artwork for coffee sleeve and check cashing envelopes.

Will confirm launch and closing schedules between multiple media vendors for Adult cessation.

Provide promotional materials and other miscellaneous support as requested by County.

Or □ See Attachment ______ attached hereto and incorporated herein by this reference

B. DELIVERABLES, MILESTONES, TIMELINE FOR PERFORMANCE

Provide narrative on progress of deliverables.

Final drafting of campaign assessment identifying lessons learned.

Or □ See Attachment ______ attached hereto and incorporated herein by this reference

C. PERFORMANCE STANDARDS

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

Number of materials produced, artwork created.

Timely receipt of deliverables.

Or □ See Attachment ______ 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

A single payment in the amount not to exceed $14,625.

County may request documentation to support invoice.

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

Page 3 of 8 – Effective May 2011
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 15700) 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.

☐ 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 --
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

<table>
<thead>
<tr>
<th>Agency/Dept/Division</th>
<th>Type of Service</th>
<th>Current Fiscal Year Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Health Department</td>
<td>Media campaign to expand Sugar Savvy/ Rethink Your Drink</td>
<td>$259,000</td>
</tr>
<tr>
<td>Total of all Current Fiscal Year Contracts</td>
<td></td>
<td>$259,000</td>
</tr>
</tbody>
</table>

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:__________________________________________________________________________________________
Explanation:____________________________________________________________________________________________
__________________________________________________________________________________________________________

[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.

Page 5 of 8 – Effective May 2011
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.
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-8 Part-time Trainer Contracts up to $50,000

☐ Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

<table>
<thead>
<tr>
<th>Requirement</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers Compensation: Does the contractor have employees? If &quot;YES&quot;, then,</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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 &quot;YES&quot;, then INSURANCE FOR OWNED AUTOS IS REQUIRED.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>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 &quot;YES&quot;, then INSURANCE FOR HIRED AUTOS IS REQUIRED.</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>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 &quot;YES&quot; then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.</td>
<td></td>
<td>x</td>
</tr>
</tbody>
</table>

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)
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.