California Department of Public Health (CDPH)
California Tobacco Control Program (CTCP)
California Tobacco Control I-Clearinghouse (CTCIC)
Request for Proposals (RFP) 10-10046

Section V: Administrative and Program Requirements

It is the experience of the CTCP that some potential Primary Agencies are unfamiliar with State contracting procedures, requirements, and expectations. Potential Primary Agencies must have the organizational and administrative capacity to manage CTCP contract funds as well as the program and evaluation skills needed to successfully complete all deliverables identified in the Scope of Work (SOW) satisfactorily and on time. The following information is provided to determine the capability necessary to enter into a fully executed contract with CTCP.

I. The CTCP *Administrative and Policy Manual* will be made available to the awarded Primary Agency. The manual is incorporated by reference into the fully executed contract terms and conditions. The Primary Agency is expected to comply with manual procedures, requirements, and any updates.

II. The Primary Agency shall expend funds in accordance with the executed contract line item budget justification. Approved SOW activities are eligible for reimbursement when completed. The Primary Agency must request and receive final CTCP approval for a plan revision or formal amendment prior to incurring expenses associated with a request to revise the executed contract SOW or budget documents.

III. Primary Agencies must be able to fund up to 60 days worth of payroll, indirect expenses, and operating costs, as well as expenditures incurred by a subcontractor or consultant prior to reimbursement by the State. The Primary Agency incurs expenses for the previous work period and is then reimbursed by invoice(s) submitted to CTCP no more than once per month.

IV. The State has up to 30 days to pay invoices for Primary Agencies that are approved for “prompt payment” and up to 45 days to pay invoices for others.

V. The Primary Agency shall hire fiscal/administrative staff with the appropriate training and experience to maintain the fiscal integrity of the contract funds. Staff shall be knowledgeable of and practice: standard accounting and payroll practices (including state and federal tax withholding requirements), maintenance of fiscal/administrative records/documents, appropriate tracking and review/approval of expenditures, and other administrative policies and procedures which will maintain the fiscal integrity of the funds awarded to the Primary Agency.

VI. The Primary Agency shall maintain accounting records that reflect actual expenditures including, but not limited to, accounting books, ledgers, documents, and payroll records, including signed timesheets, etc., and will follow standard accounting procedures and practices that properly reflect all direct and indirect expenses related to the contract. These records shall be kept and made available to CTCP for three years from the date of the final contract payment.

VII. The Primary Agency shall have a policy and/or procedure in place designating an authorized person within their organization to sign official documents, such as time sheets, payroll, requisitions, travel expenses, purchase orders, invoices, etc.

VIII. The Primary Agency shall adhere to travel and per diem rates approved in the executed contract. Out-of-state travel requires prior written approval by CTCP unless approval was received at the time the contract was negotiated and is reflected in the final approved budget.

IX. Unless exempt by CTCP Policy, the Primary Agency shall obtain an annual, single organization-wide financial and compliance audit. All CTCP contract fund reimbursement(s) will be open to audit. CTCP will approve a Primary Agency reimbursement for their proportionate fund share of the audit expense.

X. Unless exempt by CTCP Policy, the Primary Agency shall obtain prior approval from CTCP before it is reimbursed for any subcontract or consultant agreement greater than $50,000. Three competitive bids may be required as well as supporting documentation of the bid process. The bid process and the proposed subcontract or consultant agreement must be submitted to CTCP for approval prior to any request for reimbursement.

XI. The Primary Agency shall hire program staff with the appropriate formal education and professional experience required to complete all executed contract SOW activities satisfactorily.

XII. The Primary Agency will be required to submit timely, accurate, and complete progress reports every six months using the procedure, format, and schedule provided by CTCP.

XIII. The Primary Agency shall maintain accurate records on all agreed upon program activities and deliverables. It is expected that these records will detail the deliverables, activity progress and completion (and document the number of people served), materials developed, activities conducted, etc. The document record may include, but will not be limited to, logs, sign-in sheets, meeting minutes, survey and evaluation data, etc. Primary Agencies should set up SOW document files by objective or major activities and update documentation on a continuous basis in advance of progress reporting. Planning documents, meeting minutes, draft materials (until approved), completed materials, and sign-in sheets,

etc., should be filed in the objective-specific file as activities are completed. These records shall be kept by the Primary Agency and made available to the State for three years from the date of the final contract payment.

XIV. Primary Agencies are cautioned that CTCP may withhold payment(s) for lack of documented progress to the agreed upon SOW, as well as any apparent non-compliance with executed contract requirements.

XV. The Primary Agency, subcontractors, and consultants must comply with the Intellectual Property Rights language found in Exhibit D(C): Special Terms and Conditions in the Contract Documents section of the Tobacco Control Funding Opportunities and Resources Web page for this Request for Applications/Request for Proposals. Review this section carefully. Changes to this language will not be negotiated.

XVI. The Primary Agency must notify CTCP immediately if served with a subpoena or a California Public Records Request.

XVII. All data sets submitted to CTCP for approval must be in accord with the executed contract SOW and submission deadlines. Primary Agency software must be compatible with CTCP. The data sets must be professional quality, using a technique and format approved by CTCP.