VII. TABLE OF CONTENTS FOR ENCLOSED APPENDICES

APPENDIX **PAGE**

A. California's Tobacco Control Program 72

B. Sample California Secretary of State, Statement of Information 77

C. Sample Internal Revenue Service Letter 79

D. Partial List of Tobacco Company Subsidiaries 82

E. Avaya Information Meeting and On-Line Application Training Information 84

F. Intellectual Property Rights 91

G. Travel Reimbursement Information 96

H. Sample OTIS Scope of Work Materials Report 99

I. CTCP Statewide Training and Technical Assistance Projects 101

J. Sample Scope of Work and Evaluation Plan 103

K. Computer Hardware/Software Minimum Specifications 122

L. Comparable State Civil Service Classifications 124

M. Contract Uniformity 125

N. Expendable and Sensitive Equipment Information 127

O. Updated Interim Guidelines on Use of Promotional Items 128

CALIFORNIA'S TOBACCO CONTROL PROGRAM

The scope of the health education campaign launched by the California Department of Public Health, California Tobacco Control Program (CTCP) is addressed in the Health and Safety Code, Part 3, Chapter 1, commencing with Section 104350. These statutes authorize CTCP to fund a variety of innovative approaches to reduce tobacco use. These approaches include funding for local programs, including: 1) county and city health departments; 2) competitively selected community agencies through a competitive grant program; 3) statewide projects; 4) a statewide media campaign; and 5) an extensive evaluation of CTCP. The following is a description of key projects funded by the CTCP, as of July 2008.

A. **Local Programs**: The Local Programs component provides training and technical assistance (TA) to the field, promotes advocacy campaigns and policy development, assists with educational materials development, and coordinates statewide campaigns such as Project SMART $ (Sponsorship Mission: Avoid Reliance on Tobacco [Money]), the Strategic Tobacco Retail Effort Campaign, and the Live, Work, and Play Campaign.

   Local Programs also convenes expert workgroups (current workgroups include Secondhand Smoke [SHS], Multi-unit Housing, Point-of-Sale-Practices, and Project SMART $) which provide advice on campaign strategy and development of specialty educational materials. These workgroups are comprised of members of CTCP-funded projects that have expertise in specific areas of tobacco control.

   The Capacity Building Network (CBN) is a project housed within CTCP. The CBN seeks to enhance the capacity of current and future projects funded by CTCP to work with priority population communities and address their tobacco-related needs by serving as a centralized training and TA network.

   For additional information about local projects, review the CTCP-funded project lists at: http://www.cdph.ca.gov/programs/Tobacco/Pages/CTCPLocalStatewideProjects.aspx.

   Three groups comprise Local Programs:

   1) **Local Health Departments**: Each of the 58 county and 3 city health departments are designated as local lead agencies (LLAs). As the lead tobacco control agency at the community level, the LLA is responsible for coordinating information, referral, outreach, and education activities within its respective health jurisdiction. In general, the LLA is the lead on local community policy development, facilitation of enforcement of tobacco control laws, and local provision of tobacco cessation services.

2) **Competitive Grantees**: The competitive grant program funds a variety of community, statewide, and pilot projects. The agencies funded through this program are nonprofit agencies and may include community-based organizations, voluntary health organizations, health clinics, ethnic organizations, labor organizations, and youth organizations. These agencies implement programs specifically designed to reach local priority populations, including youth, young adults, ethnic/minority groups, low socio-economic status groups, lesbian/gay/bisexual/transgender groups, labor, and other groups with high rates of smoking. Approximately 36 projects are currently funded.

3) **Statewide Grants**: CTCP funds several grants that are designed to have a statewide impact, by providing TA and/or services throughout California. Statewide grants offering assistance to CTCP-funded projects are the Tobacco Education Clearinghouse of California, California Smokers' Helpline (Helpline) (1-800-NO BUTTS), Technical Assistance Legal Center, The Center for Tobacco Policy and Organizing, California Youth Advocacy Network, Tobacco Control Evaluation Center, and the California Clean Air Program.

B. **Statewide Media Campaign**: The statewide Tobacco Control Media Campaign (TCMC) consists of a Tobacco Control Advertising Campaign and a Tobacco Control Public Relations Campaign (TCPRC). Both include linguistically and culturally relevant ethnic-specific campaigns. The TCMC utilizes thought-provoking messages to effectively communicate the dangers of tobacco use, the impact of SHS, and the tobacco industry's marketing ploys. The TCPRC includes communications planning and implementation, media relations and advocacy, TA to local programs, grassroots coalition building, promotional event development, news conference coordination, media alerts and press releases, and media monitoring. The advertising and public relations components must be synergetic, delivering clear, powerful messages, with the greatest reach and frequency possible.

C. **Evaluation**: CTCP tracks and evaluates adult and youth tobacco knowledge, attitudes, and behavior through telephone and in-school surveys. These surveys also provide information about public opinion and knowledge related to tobacco use, which enables the other tobacco control components to more appropriately target their education and media outreach. Additionally, both in-house and independent evaluations of all tobacco control components are conducted to monitor progress toward reaching program goals and objectives, and to determine which strategies are most effective in reducing tobacco use. Evaluation data from media tracking surveys are incorporated into advertising strategies for the TCMC.

As noted previously, CTCP has four broad program priorities. These four priorities and the rationale for them are discussed below:

1) **Counter Pro-Tobacco Influences in the Community**

Tobacco industry advertising and promotions are major social and economic forces aimed at promoting tobacco use. While the 1998 Master Settlement Agreement with the tobacco companies mandated changes in the behavior of the industry, including specific prohibitions against advertising and promotional strategies that target youth, eliminating tobacco industry influence in local communities remains one of the highest priorities for CTCP. The tobacco industry continues to maintain massive expenditures on advertising and promotion campaigns. As a result, Californians are exposed to saturation levels of media, which both stimulate adult consumption of cigarettes and increase the risk of youth initiation. Tobacco companies sponsor and strategically target specific community events, such as rodeos, festivals, concerts, and ethnic-specific cultural events to create the perception that the use of tobacco is condoned by those events and is glamorous, social, and normal. In addition, the motion picture industry has increasingly dramatized the use of tobacco in movies, thus aiding in recruiting thousands of new adolescent smokers.

See Communities of Excellence in Tobacco Control, Module 2 (2006), pages 27-30, for specific indicators within this priority area. The guide can be accessed at:
http://www.cdph.ca.gov/programs/Tobacco/Documents/CTCPCX2006-Module2.pdf.

2) **Reduce Exposure to SHS and Increase the Number of Smoke-Free Public Spaces, Worksites, Schools, and Communities**

The risks of tobacco use extend beyond the actual user. Exposure to SHS increases nonsmokers' risk for lung cancer and heart disease. Among children, SHS is also associated with serious respiratory problems, including asthma, pneumonia and bronchitis, sudden infant death syndrome, and low-birth weight. Protecting California workers and the public from the effects of SHS and helping large numbers of smokers to get the environmental support they need to quit smoking remains a high priority for CTCP.

See the Communities of Excellence in Tobacco Control, Module 2 (2006), pages 31-36, for specific indicators within this priority area. The guide can be accessed at:
http://www.cdph.ca.gov/programs/Tobacco/Documents/CTCPCX2006-Module2.pdf.

3) **Reduce Availability of Tobacco Products**

Widespread availability of tobacco products reinforces a social norm that promotes tobacco use by youth and young adults. This priority seeks to reduce the sale and availability of tobacco to youth as well as decreasing the overall availability of tobacco products to adults. Efforts to reduce the sale and availability of tobacco products to youth have historically focused on improving compliance with state laws prohibiting the sale of tobacco to persons under age 18, and to adopting local tobacco licensing policies that collect retailer fees to conduct youth access law enforcement inspections.

See the Communities of Excellence in Tobacco Control, Module 2 (2006), pages 37-40, for specific indicators addressing this priority area. The guide can be accessed at:
http://www.cdph.ca.gov/programs/Tobacco/Documents/CTCPCX2006-Module2.pdf.

See Tobacco Laws Affecting California (2004) and its 2006 supplement by TALC for an excellent overview of all laws governing tobacco in California. These documents can be accessed at:
http://www.dhs.ca.gov/tobacco/html/funding.htm#rfa07-100,
RFA TCS 07-100, Supplemental Materials.

4) **Promote Availability of Cessation Services**

Smoking cessation is the desired outcome of all initiatives and activities of CTCP that create new social norms around the use of tobacco. Since social norms have shifted from the acceptability of smoking, and cigarette prices have risen substantially, more smokers than ever are trying to quit. More than three out of every four California smokers say they would like to stop smoking.

Past experience demonstrates that the media campaign, coupled with The Helpline and supported at the community level by cessation programs, successfully assist youth and adult smokers in quitting. Smoking cessation is a complex and often-extended process with several repeated quit attempts until success is achieved. As social norms shift away from its acceptability and more smokers become aware of health issues related to smoking, the level of motivation to quit across the entire population of smokers increases, and motivation by smokers to quit on their own increases. As such, cessation becomes the outcome rather than the intervention. However, there is a downside. Some smokers may switch to smokeless tobacco or “harm reduction” products to avoid the social negative stigma of being a smoker or to avoid exposing others to SHS. They may be misled into believing that such products may reduce risk of disease, when in reality, there are no safe tobacco products.

While recognizing that in California, the majority of former smokers report quitting without direct cessation services, CTCP will continue to fund some direct cessation. CTCP contractors are encouraged to publicize the availability of the Helpline, which offers counseling.

In addition to providing direct tobacco cessation services, CTCP contractors can also promote system changes that support population-based cessation services, such as introducing cessation in large managed health care plans, coordinating with low income clinics providing health care to indigent populations and university/college health centers that serve priority populations, providing physicians, nurses, dentists, and dental hygienists with training to establish systematized patient education and treatment programs in private offices and clinics, cooperating with the American Cancer Society to sponsor the local Great American Smokeout, etc.

See the Communities of Excellence in Tobacco Control, Module 2 (2006), page 40, for specific indicators for this priority area. The guide can be accessed at:
http://www.cdph.ca.gov/programs/Tobacco/Documents/CTCPCX2006-Module2.pdf.

State of California

Bill Jones
Secretary of State

P.O. Box 944230
Sacramento, CA 94244-2300
(916) 657-3537

STATEMENT BY DOMESTIC NONPROFIT CORPORATION

THIS STATEMENT MUST BE FILED WITH THE
CALIFORNIA SECRETARY OF STATE (SECTION 6210, 8210, 9660 CORPORATIONS CODE)

A $10 FILING FEE MUST ACCOMPANY THIS STATEMENT

1.

DO NOT ALTER PREPRINTED NAME; IF ITEM 1 IS BLANK, PLEASE ENTER CORPORATE NAME AND NUMBER

DO NOT MARK IN THIS SPACE

PLEASE READ INSTRUCTIONS ON BACK OF FORM.
PLEASE TYPE OR USE BLACK INK WHICH WILL BE SUITABLE FOR MICROFILMING.

THE CALIFORNIA CORPORATION NAMED HEREIN, MAKES THE FOLLOWING STATEMENT

2. STREET ADDRESS OF PRINCIPAL OFFICE (IF NONE, COMPLETE 3-3B) (DO NOT USE P.O. BOX NO.)	SUITE OR ROOM	2A. CITY AND STATE	2B ZIP CODE
3. MAILING ADDRESS	SUITE OR ROOM	3A. CITY AND STATE	3B ZIP CODE

THE NAMES OF THE FOLLOWING OFFICERS ARE:

4. CHIEF EXECUTIVE OFFICER	4A. STREET ADDRESS (SEE REVERSE SIDE)	4B. CITY AND STATE	4C. ZIP CODE
5. SECRETARY	5A. STREET ADDRESS (SEE REVERSE SIDE)	5B. CITY AND STATE	5C. ZIP CODE
6. CHIEF FINANCIAL OFFICER	6A. STREET ADDRESS (SEE REVERSE SIDE)	6B. CITY AND STATE	6C. ZIP CODE

DESIGNATED AGENT FOR SERVICE OF PROCESS: (ONE AGENT IS REQUIRED BY CALIFORNIA STATUTORY PROVISION. PLEASE READ ITEMS 7 AND 8 ON REVERSE SIDE OF FORM.)

7. NAME

8. CALIFORNIA STREET ADDRESS IF AGENT IS AN INDIVIDUAL (DO NOT USE P.O. BOX) DO NOT INCLUDE ADDRESS IF AGENT IS A CORPORATION

COMMON INTEREST DEVELOPMENT ASSOCIATION SECTION 1350, ET SEQ., CIVIL CODE

9. ☐ THIS CORPORATION IS NOT AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT (IF THIS BOX IS CHECKED, PROCEED TO NUMBER 11.)

10. ☐ THIS CORPORATION IS AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT UNDER THE DAVIS STIRLING COMMON INTEREST DEVELOPMENT ACT. (IF THIS BOX IS CHECKED, COMPLETE 10A AND 10B)

10A. BUSINESS OFFICE STREET ADDRESS OR PHYSICAL LOCATION OF DEVELOPMENT, INCLUDING ZIP CODE

10B. NAME AND ADDRESS OF THE MANAGING AGENT

11. I DECLARE THAT I HAVE EXAMINED THIS STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

DATE	TITLE	TYPE OR PRINT NAME OF SIGNING OFFICER OR AGENT	SIGNATURE

SO-100 (11/95)

SECRETARY OF STATE
P.O. BOX 944230, SACRAMENTO CA 94244-2300

INSTRUCTIONS FOR COMPLETING STATEMENT BY DOMESTIC NONPROFIT CORPORATION

FILING PERIOD: All Nonprofit Corporations must file within 90 days after filing articles of incorporation. Thereafter, corporations must file annually by the end of the calendar month of the anniversary date of its incorporation, and when the agent for service of process or his/her address is changed.

FILING FEE: All Nonprofit Corporations must submit a ten dollar ($10.00) filing fee with this statement. (Section 12210(B) Government Code.) Check or money order should be made payable to Secretary of State. PLEASE DO NOT SEND CHASH.

ITEMS 2—2B: The address to be entered is the STREET address of the corporation's principal office. Enter room or suite number and ZIP code. Do not use post office box number.

ITEMS 3—3B: The address to be entered is the MAILING ADDRESS for the corporation.

ITEMS 4—6C: Complete by entering the names and complete business or residence addresses of the corporation's chief executive officer (i.e., president, chairperson or other title), secretary, and chief financial officer (i.e., treasurer, chairperson or other title). No list of additional officers should be submitted. Do not use post office numbers.

ITEM 7: Sections 6210 and 8210 of the Corporations Code make it mandatory that domestic Nonprofit Corporations designate an agent for service of process. An agent for service of process is one who may accept papers in case of a lawsuit against the corporation. The agent may be an individual who is an officer or director of the corporation, or any other person. The person named as agent must be a resident of California. Only one individual may be named as agent for service of process. Or, the agent may be another corporation. However, a corporation named as agent for service of process for another corporation must have on file in this office, a certificate pursuant to Section 1505, Corporations Code. The certificate is required ONLY if a corporation is named as agent for service of process for other corporations. A CORPORATION CANNOT BE NAMED AS AGENT FOR SERVICE OF PROCESS FOR ITSELF. (For example, ABC Corporation cannot name ABC Corporation as its agent for service of process.)

ITEM 8: If the agent is a person, enter name and complete business or residence address. If agent is another corporation, enter name of corporation only, and do not complete address portion. Only one agent for service of process is to be named.

ITEMS 9—10B: Section 1350, et seq., Civil Code mandates that a corporation formed on behalf of common interest development associations furnish specific additional information when filing a statement pursuant to Section 1502, California Corporations Code. If the corporation was not formed to manage a common interest development the box in Item 9 is to be marked and Items 10 - 10B are to remain blank. If the corporation was formed to manage a common interest development then the box in Item 10 is to be marked. Item 10A is to be completed with the address of the business or corporate office unless the office is off-site, then Item 10 is to be completed with the nine-digit ZIP code, front street, and nearest cross street for the physical location of the common interest development. Item 10B is to be completed with the name and address of the association's managing agent (Section 1363.1, Civil Code), if any.

ITEM 11: Printed name and signature of corporate officer or agent are required to complete the form. Enter title and date signed.

(NOTE) ITEM 1: Do not alter the preprinted corporate name. If corporation name is not correct, please attach note of explanation. If space is blank enter exact corporate name and number, do not include your DBA name.

FAILURE TO FILE THIS FORM BY THE DUE DATE IN ITEM 1 WILL RESULT IN THE ASSESSMENT OF A $50.00 PENALTY. (Sections 6810, 8810, Corporations Code, and Section 25936, Revenue and Taxation Code.)

NOTE: Your canceled check is your receipt of filing. We suggest that you make a copy of this form before mailing, if you wish one for you files.

OSP 99 9126

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Employer Identification Number:
xx-xxxxxxx
DLN:
xxxxxxxxx
Contact Person:
XXXX XXXXX
Contact Telephone Number:
(XXX) XXX-XXXX
Accounting Period Ending:
March 31
Foundation Status Classification:
170 (b) (1) (A) (vi)
Advance Ruling Period Begins:
January 22, 1997
Advance Ruling Period Ends:
March 31, 2001
Addendum Applies:
None

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501 (a) of the Internal Revenue Code as an organization described in section 501 (c) (3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509 (a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509 (a) (1) and 170 (b) (1) (A) (vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509 (a) (1) or 509 (a) (2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may dad-act contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning January 22, 1997.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax an unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of $20 per day for each day there is a failure to comply (up to a maximum of $10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely Yours,

District Director

Tobacco Subsidiary Products

This list should not be relied upon to be the most up to date or complete since changes in corporate and product ownership commonly occur. As of July 2008, the following is known:

Philip Morris/Altria
Beverages
Philip Morris owns SABMiller plc one of the largest brewers with brands on five continents.

North America
Hamm's
Henry Weinhard's
Leinenkugel's
Mickey's Malt Liquor
Miller Chill
Miller Genuine Draft
Miller Genuine Draft Light
Miller High Life
Miller Lite
Milwaukee's Best
Olde English 800 Malt Liquor
Peroni Nastro Azzurro
Pilsner Urquell

Financial Services
Philip Morris Capital Corporation

United States Smokeless Tobacco Company
Wines
Domestic
Chateau Ste. Michelle
Columbia Crest
Conn Creek
Villa Mt. Eden
Northstar
Red Diamond
Distant Bay
Spring Valley
14 Hands
Snoqualmie
Erath
Stag's Leap Wine Cellars
Cask 23
Fay
S.L.V.
Arcadia
Artemis
Karia
Hawk Crest

Imported
Tignanello
Solaia
Tormaresca
Villa Antinori
Peppoli

Lorillard (http://www.loews.com/loews.nsf/home.htm)
Loews Corporation, a holding company, is one of the largest diversified financial corporations in the United States. Its principal subsidiaries are CNA Financial Corporation (NYSE: CNA), Lorillard, Inc., Boardwalk Pipeline Partners, LP (NYSE: BWP), Diamond Offshore Drilling, Inc. (NYSE: DO), HighMount Exploration & Production LLC, and Loews Hotels.

Vector Group (http://www.vectorgroupltd.com/abtSubsidiaries.asp)
Liggett Group is the fifth largest manufacturer of cigarettes in the United States in terms of unit sales. The company also produces a number of private-label and distributor-exclusive brands for a total of more than 240 brand styles.

New Valley LLC is currently engaged in the real estate business and is seeking to acquire additional operating companies. New Valley has a 50 percent ownership interest in Douglas Elliman Realty LLC, which operates the largest residential real estate brokerage company in the New York metropolitan area.

References Sourced.

Africa. Retrieved July 16, 2008, from http://www.sabmiller.com/sabmiller.com/en_gb/Our+brands/Brand+information/Brands+by+cont.
Altria - About Altria - Our Companies & Their Brands - John Middleton. Retrieved July 16, 2008, from http://www.altria.com/about_altria/1_2_2_johnmiddleton.asp.
Altria - About Altria - Our Companies & Their Brands - Philip Morris Capital Corporation. Retrieved July 16, 2008, from http://www.altria.com/about_altria/1_2_3_philipmorriscapcorp.asp.
AnnualReport2008.pdf (application/pdf Object). Retrieved July 16, 2008, from http://www.sabmiller.com/NR/rdonlyres/7074B5E9-F712-4BF8-9718-1CD9D5AFDA7F/0/AnnualReport2008.pdf.
Asia. Retrieved July 16, 2008, from http://www.sabmiller.com/sabmiller.com/en_gb/Our+brands/Brand+information/Brands+by+cont.
Europe. Retrieved July 16, 2008, from http://www.sabmiller.com/sabmiller.com/en_gb/Our+brands/Brand+information/Brands+by+cont.
investors_AltriaGroupInc_2007_AnnualRpt.pdf (application/pdf Object). Retrieved July 16, 2008, from http://www.altria.com/download/pdf/investors_AltriaGroupInc_2007_AnnualRpt.pdf.
Latin America. Retrieved July 16, 2008, from http://www.sabmiller.com/sabmiller.com/en_gb/Our+brands/Brand+information/Brands+by+cont.
North America. Retrieved July 16, 2008, from http://www.sabmiller.com/sabmiller.com/en_gb/Our+brands/Brand+information/Brands+by+cont.
Philip Morris Capital Corporation Home Page. Retrieved July 16, 2008, from http://www.philipmorriscapitalcorp.com/.
Ste. Michelle Wine Estates. Retrieved July 16, 2008, from http://www.ste-michelle-wine-estates.com/.
UST 2007 Annual Report & 2008 Proxy. Retrieved July 16, 2008, from http://thomson.mobular.net/thomson/7/2592/3076/.
Bibliography Page 1 of 1

Avaya Information Meeting and On-line Application Training

Hardware/Software Requirements

- Browser:
  - Windows 98 (or later) with Microsoft Internet Explorer 5, 5.5, or 6
  - Windows 98 (or later) with Netscape Navigator 6.2 or 7
  - Mac OS X 10.1 (or later) with Microsoft Internet Explorer 5.2

- Javascript must be enabled to use Avaya Web Conferencing.

- Connection Speed: Avaya Web Conferencing optimizes your experience based on the speed of your connection to the server. If the configuration tester reports that your screen may update slowly it is because you have a low speed connection. The reason is most likely that you are using a modem or another low bandwidth connection device.

- Java: The version of Java required depends on the Web browser you are using.
  - Microsoft Internet Explorer 5 and 5.5 - the built-in Microsoft JVM
  - Microsoft Internet Explorer 6 - either the built-in Microsoft JVM or the Sun JRE v1.4.2
  - Netscape Navigator 6.2 - the Sun JRE v1.4.2
  - Netscape Navigator 7 - the Sun JRE it ships with, or the Sun JRE v1.4.2
  - Microsoft Internet Explorer 5.2 on Mac OS X - the built-in Mac Runtime for Java v1.3

- Pop-up Blockers: Pop-up blockers, such as the Windows Pop-up Blocker or the Google Toolbar prevent web pages from opening new windows. Avaya Web Conferencing needs to open new windows in order to enter a web conference. This will fail if your Web browser has an active Pop-up blocker. To fix this problem, the Pop-up blocker needs to be configured to allow Pop-up windows from https://conference.dhs.ca.gov. Please refer to your Pop-up blocker help pages for further information on how to do this.

Avaya Login Instructions

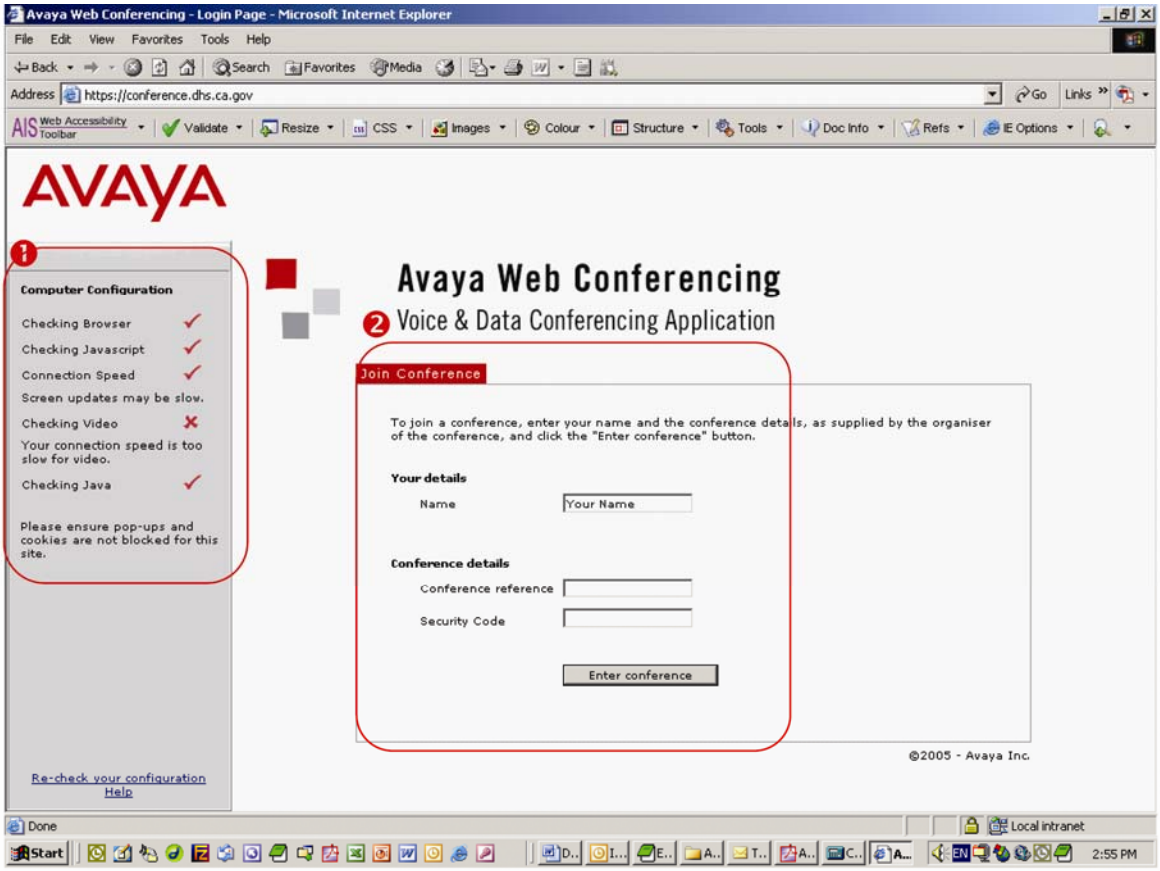
Step 1: Getting to the Conference
Go to: https://conference.dhs.ca.gov/

Step 2: Logging into the Conference
You will see the Avaya Web Conferencing Web Page. Here you will make sure you have correct configuration and enter your login information.

❶ Computer Configuration checklist - Make sure all except “Checking Video” have a checkmark (✔).

❷ Join Conference - Enter your name, Conference Reference, and the Security Code that was given to you by the host of the conference. Click “Join Conference.”

If you cannot see the entire web page, you may need to press “Tab” on your keyboard to move between the Name, Conference Reference, and Security Code boxes.

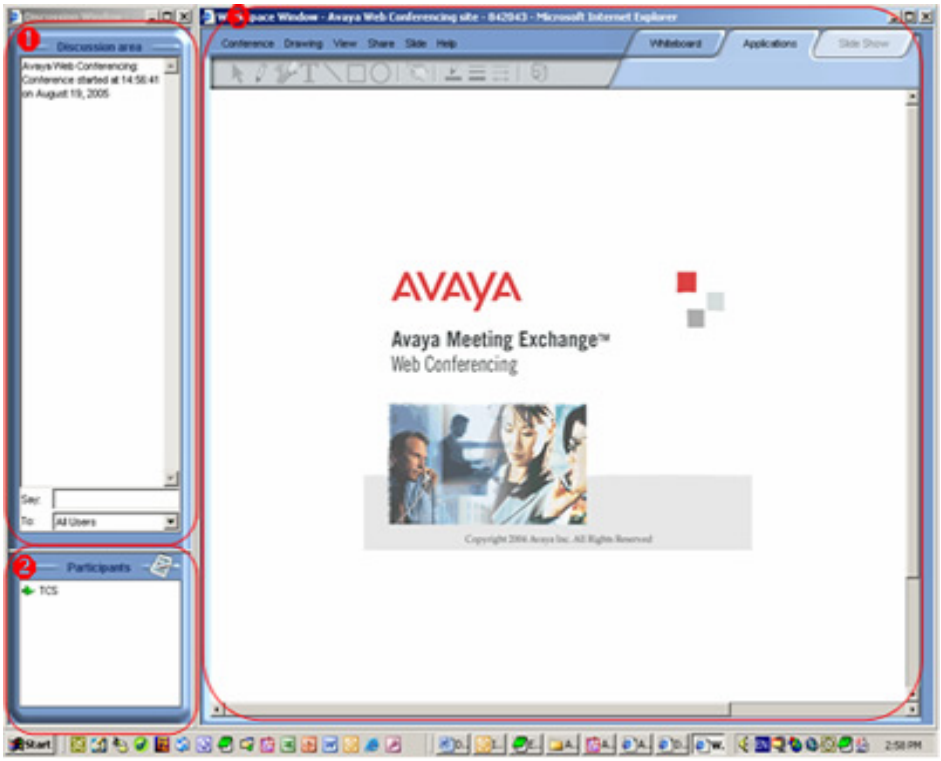


Step 4: Click yes to the DHS Security Certificate.

Step 5: The Meeting Screen

❶ Discussions - Online Chat for the conference.
❷ Participants - List of Participants.
❸ Workspace - Here you will see the presentation, pictures, or shared application.

If you see a yellow bar underneath the address bar, you have Pop-up blocking enabled. Please refer to the section below titled "Disable Pop-up Blocking (in IE 6 SP2) to Login to Avaya."

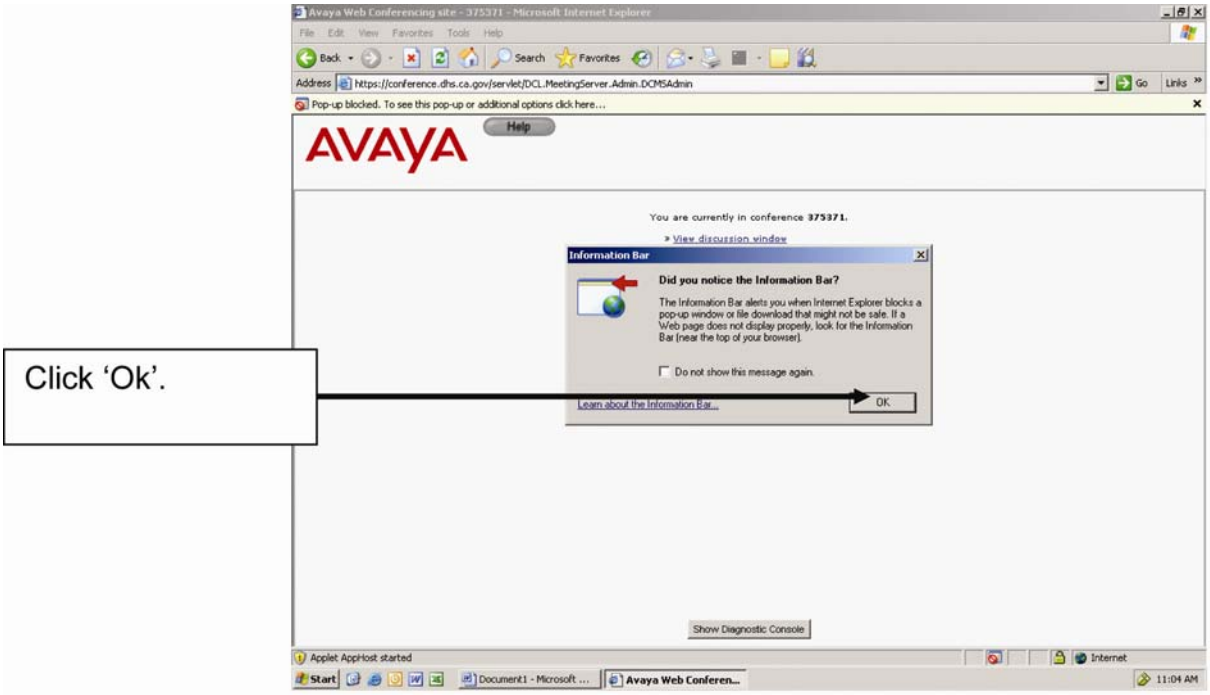


Troubleshooting

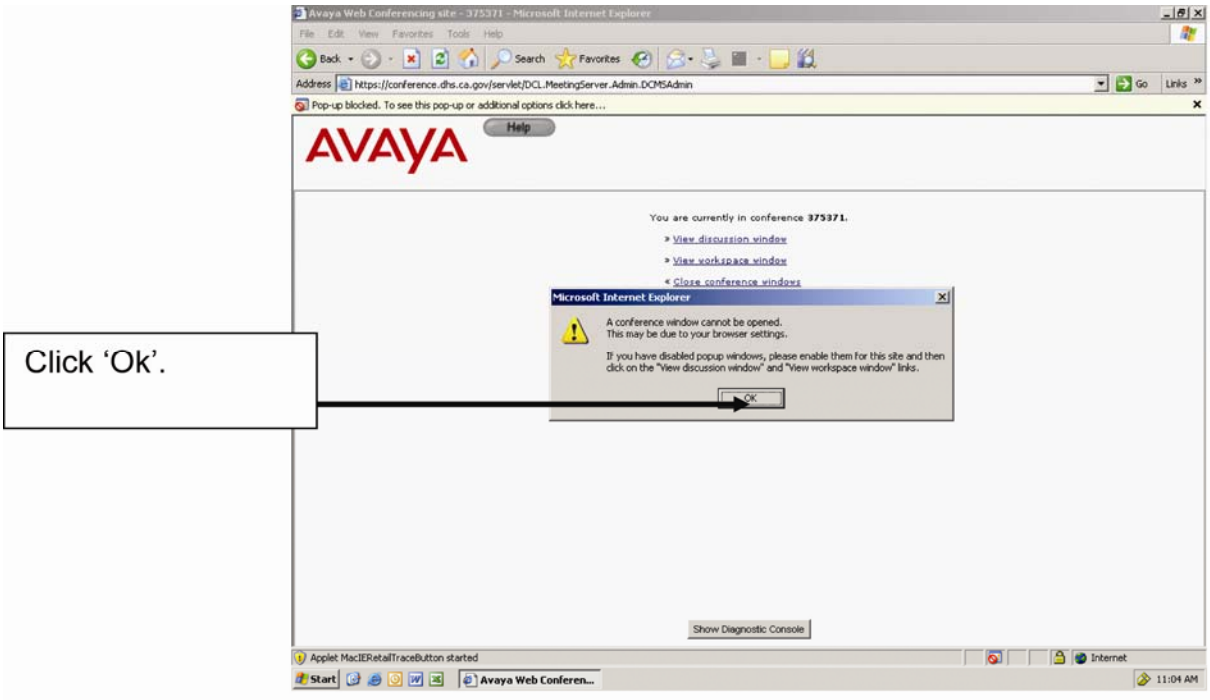
1. Make sure you have the Pop-up blocking disabled.
2. Make sure you have the latest Sun Java Run Time Environment Installed.
3. If you still are having trouble accessing the web conference after you disabled Pop-up blocking and installed the latest version of the Java Runtime Environment, call (916) 449-5500.

Disable Pop-up Blocking (in IE 6 SP2) to Login to Avaya

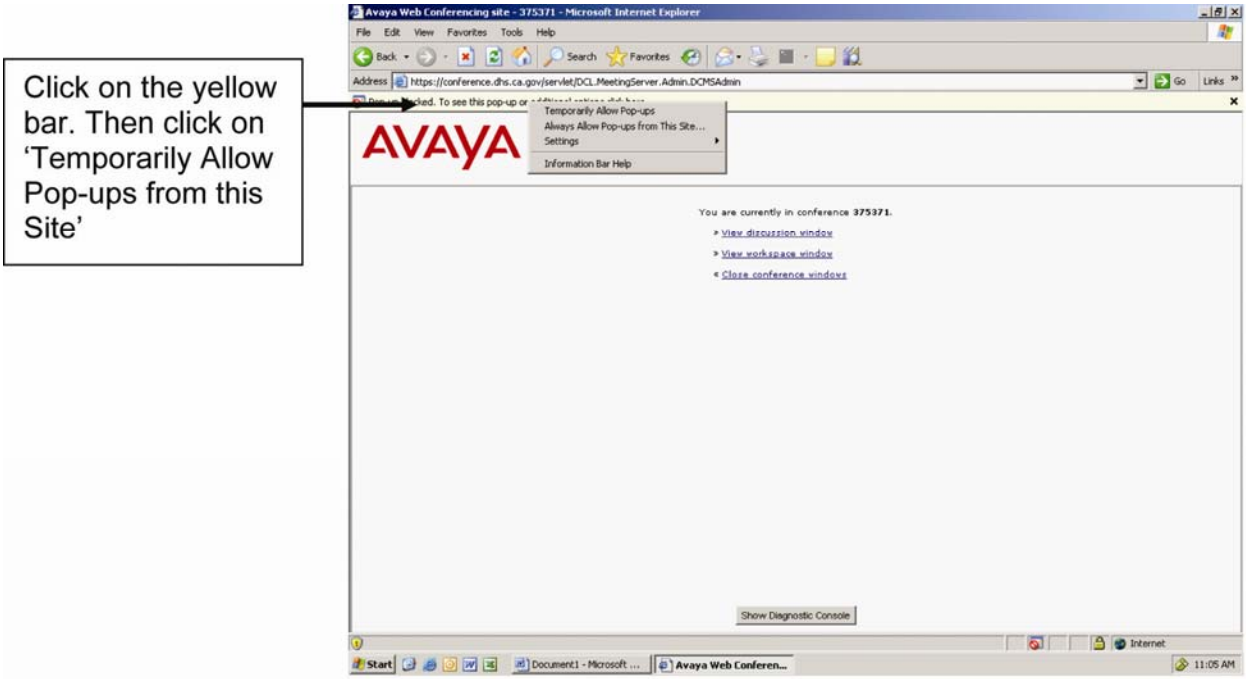
1. If you have Pop-up blocking enabled on Internet Explorer 6 with SP2, you will not be able to see the conference. After you login you will see the following screen. Click "Ok."



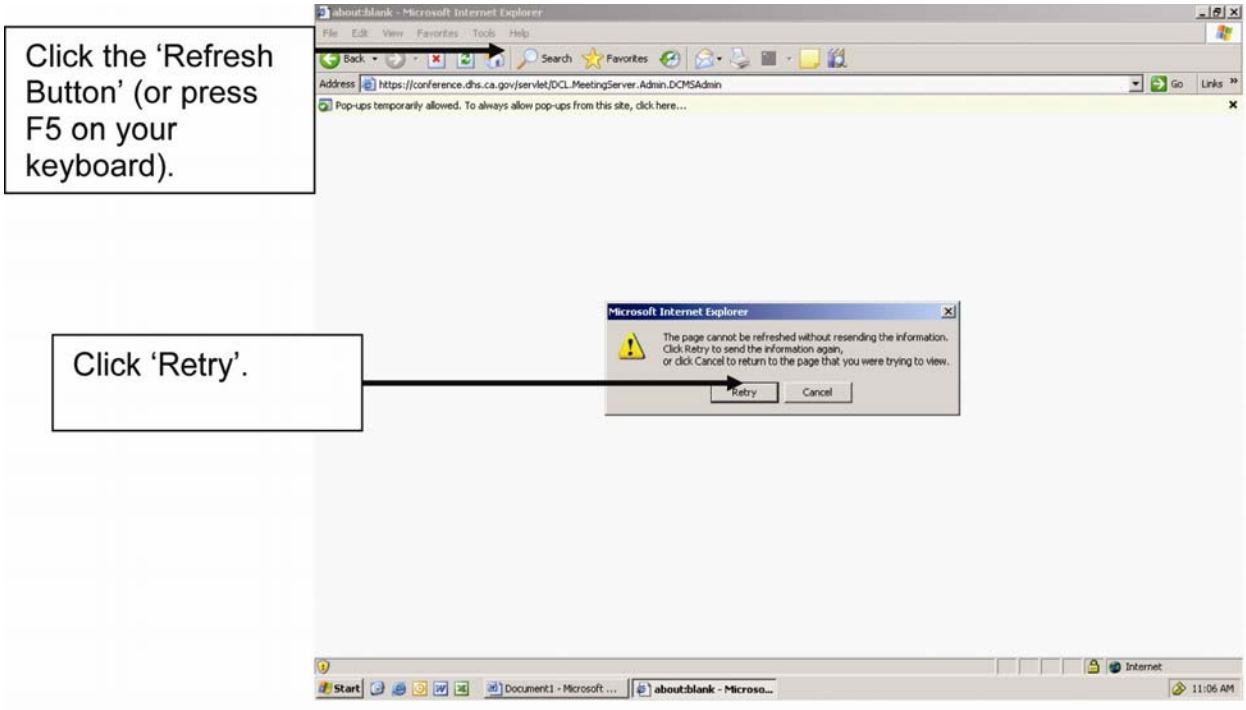
2. You will receive an error message from Avaya. Click “Ok.”



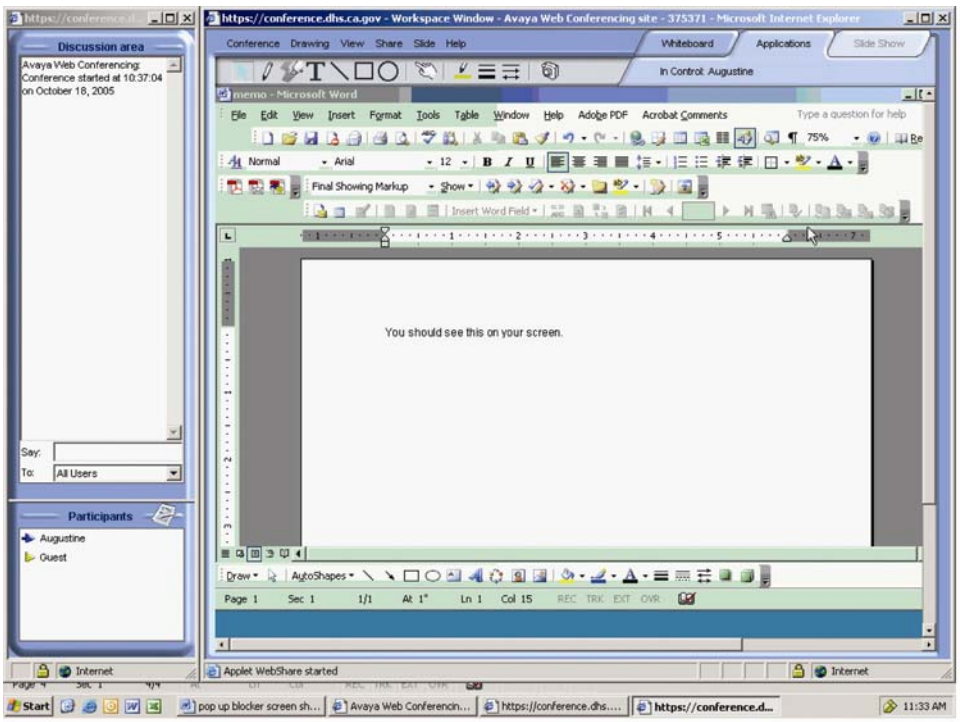
3. To allow Pop-ups, click on the yellow bar underneath the web address. Then click on “Temporarily Allow Pop-ups from this Site…”



4. Click the “Refresh button” (or press F5 on your keyboard). Click on “Retry” when the Microsoft Internet Explorer Window appears.



5. You will see the Discussion window on the left and the Conference window on the right.



To Manually Override Pop-up Blocker Using the Ctrl Key

1. On the “Avaya Web Conferencing Site” window, press the Ctrl key on your keyboard and click “View discussion window.” Also, press the Ctrl key and click “View workspace window.”

Other Articles to Disable Pop-ups

Yahoo Toolbar –
http://help.yahoo.com/l/us/yahoo/toolbar/features/popupblocker/basic/pub-13.html

Google Toolbar –
http://www.google.com/support/toolbar/bin/answer.py?answer=9160&topic=116

INTELLECTUAL PROPERTY RIGHTS

The following is the intellectual property rights language in the California Department of Public Health, California Tobacco Control Program (CTCP) grant:

a. Contractor shall grant to CTCP, as permitted in California Civil Code Section 982, ownership in any original work of authorship created, provided, or produced under this Agreement that is not fixed in any tangible medium of expression.

b. Subject to terms, conditions, and limitations contained in this Agreement and subject to the performance of all terms and conditions stated in this Agreement, CTCP grants to the Contractor a non-exclusive license to use, duplicate, distribute, and permit others to use works created, produced, or developed under this Agreement for the purpose of carrying out the terms and conditions of this Agreement, consistent with any limitations set forth in this Agreement.

c. If the Contractor enters into any agreement or subcontract with another party in order to perform this Agreement, Contractor shall require the other party to grant CTCP ownership in any original work or authorship created, provided, or produced by the subcontractor, Contractor or CTCP under this Agreement that is not fixed in any tangible medium of expression, as permitted under California Civil Code Section 982.

d. During the contracting phase of this process, CTCP shall negotiate with the Contractor to determine the number of camera-ready and completed versions of each deliverable CTCP will receive. It is anticipated that CTCP will use deliverables in future tobacco control programs.

e. **Ownership**

(1) Except where CTCP has agreed in a signed writing to accept a license, CTCP shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CTCP and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know-how, design flows, methodologies, devices, business processes, developments, innovations, good will, and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country, or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings,

tapes, educational materials, interactive videos, and any other materials or products created, produced, conceptualized, and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review, reference journals, or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CTCP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CTCP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CTCP. **Except as otherwise set forth herein, neither the Contractor nor CTCP shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CTCP, Contractor agrees to abide by all license and confidentiality restrictions applicable to CTCP in the third-party's license agreement.

(4) Contractor agrees to cooperate with CTCP in establishing or maintaining CTCP's exclusive rights in the Intellectual Property and in assuring CTCP's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CTCP all rights, title, and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor, or CTCP and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CTCP in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CTCP's Intellectual Property Rights and interests.

f. **Retained Rights/License Rights**

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CTCP and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CTCP without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title, and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology, or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license, or other Intellectual Property Rights of CTCP or third

party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

g. **Copyright**

(1) Contractor agrees that for purposes of copyright law, all works (as defined in Section a, subparagraph [2][a]) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CTCP to any work product made, conceived, derived from, or reduced to practice by Contractor or CTCP and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CTCP and which result directly or indirectly from this Agreement, shall include CTCP's notice of copyright, which shall read in 3mm or larger typeface: "© (Enter Current Year e.g., 2008, etc.), California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

h. **Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's Scope of Work (SOW), Contractor hereby grants to CTCP a license as described under Paragraph f. of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's SOW, then the Contractor agrees to assign to CTCP, without additional compensation, all its right, title, and interest in and to such inventions and to assist CTCP in securing United States and foreign patents with respect thereto.

i. **Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CTCP's prior written approval and (ii) granting to or obtaining for CTCP, without additional compensation, a license, as described in Paragraph f. of this provision, for any of the Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CTCP determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CTCP.

j. **Warranties**

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.
(b) It has secured or will secure all rights and licenses necessary for its performance of this Agreement.
(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CTCP and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property Rights, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, United States, or foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors of music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites, locations, property, or props that may be used or shown.
(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CTCP in this Agreement.
(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
(h) It has no knowledge of any outstanding claims, licenses, or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way the Contractor's performance of this Agreement.

(2) CTCP MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

k. **Intellectual Property Indemnity**

(1) Contractor shall indemnify, defend, and hold harmless CTCP, its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products. "Indemnitees" from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not the Contractor is a party to any pending or

threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants, or agreements of the Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property, infringement, or any other type of actual or alleged infringement claim, arising out of CTCP's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CTCP and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark, or copyright registration that issued after the effective date of this Agreement. CTCP reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CTCP.

(2) Should any Intellectual Property licensed by the Contractor to CTCP under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CTCP's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CTCP. CTCP shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CTCP to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CTCP shall be entitled to a refund of all monies paid under this Agreement without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CTCP for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CTCP would suffer irreparable harm in the event of such breach and agrees CTCP shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

l. **Federal Funding**

In any agreement funded in whole or in part by the federal government, CTCP may acquire and maintain the Intellectual Property Rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

m. **Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

TRAVEL REIMBURSEMENT INFORMATION

Mileage Reimbursement Rate Increase Effective July 1, 2008

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontractor" have the same meaning as "grantee" and/or "subgrantee" where applicable.

   a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by the California Tobacco Control Program (CTCP) upon the receipt of a statement on/with an invoice indicating that such rates are not available.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or e-mail.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not present receipts, lodging expenses will not be reimbursed.

      (1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	$ 84.00 plus tax
Counties of Los Angeles and San Diego	$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	$140.00 plus tax

      Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the California Department of Public Health or his/her designee. Receipts are required.

      * Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

      (2) Meal/Supplemental Expenses (with or without receipts): with receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	$ 6.00
Lunch	$ 10.00
Dinner	$ 18.00
Incidental	$ 6.00

d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-or-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CTCP written or verbal approval. Verbal approval shall be confirmed in writing (e-mail or memo).

e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this exhibit.

f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein are changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CTCP shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. **Note on use of autos**: If a contractor uses his or her car for transportation, the rate of reimbursement will be **58.5 cents** maximum per mile. If a contractor uses his or her car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

6. Contractors are to consult with CTCP to obtain specific invoicing procedures.

Travel Reimbursement Guide

Length of travel period	This condition exists…	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
Employees may **not** claim lunch or incidentals on one-day trips. When trips are **less than 24 hours** and there is no overnight stay, meals claimed are taxable.		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
Employees may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.		

7. At CTCP's discretion, changes or revisions made by CTCP to this illustration, excluding travel policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information illustration is attached, incorporated by reference, or applied by CTCP program policy.

Sample OTIS Scope of Work Materials Report

Scope of Work: Materials

Contract Number: 04-25
Agency Name: Modoc Public Health Department
Project Name: Modoc County Tobacco Education Program
Project Type: Local Lead Agency

Contract Term: 07/01/2004 - 06/30/2007
Effective Date: 07/01/2004
Plan Version ID: 1.0
Report Generated: 07/18/2005 01:43 PM

Material 1-5-1-M1	
Intervention Category:	Media Activities
Working Title of Material:	Smoke Free Workplace Advertisements (Ads)
Material Purpose:	Influence attitudes about issue
Brief Description of the Content:	10 second ads that promote smoke-free bars and bar/restaurants.
Target Audience to be Reached by the Material:	**Audience Group(s)** • 21 years and older **General Population Group(s)** • Non-specific/General Audience
Material Format:	Audio Tape
Language:	English
Projected Completion Date:	01/05-06/05
Primary Content:	Secondhand Smoke (SHS)

Material 1-5-2-M1	
Intervention Category:	Media Activities
Working Title of Material:	Assembly Bill 13 Ad
Material Purpose:	Influence attitudes about issue
Brief Description of the Content:	Copy of any ad's created regarding successful bars/bar restaurants that have complied with Labor Code (LC) 6404.5.
Target Audience to be Reached by the Material:	**Audience Group(s)** • Bar Owners • Business/Merchant • Employees • Key Opinion/Community Leaders • Law Enforcement • Legislators/Policy Makers • Rural Populations • Tobacco Users **General Population Group(s)** • Non-specific/General Audience
Material Format:	Newspaper Ad/Public Service Announcement (PSA)
Language:	English
Projected Completion Date:	01/07-06/07
Primary Content:	SHS

Material 1-5-12-M1	
Intervention Category:	Media Activities
Working Title of Material:	LC 6404.5 Ads
Material Purpose:	Influence behavior change
Brief Description of the Content:	Ads that promote LC 6404.5 enforcement.
Target Audience to be Reached by the Material:	**Audience Group(s)** • 21 years and older **General Population Group(s)** • Non-specific/General Audience
Material Format:	Newspaper Ad/PSA
Language:	English
Projected Completion Date:	01/05-06/05
Primary Content:	SHS

Material 3-8-14-M1	
Intervention Category:	Promotional Items
Working Title of Material:	Tobacco-free Athlete
Material Purpose:	Influence behavior change
Brief Description of the Content:	Sports travel bag that promotes a tobacco-free athlete program.
Target Audience to be Reached by the Material:	**Audience Group(s)** • Sport Fans, Sport Teams **General Population Group(s)** • Non-specific/General Audience
Material Format:	Incentive Items
Language:	English
Projected Completion Date:	01/07-06/07
Primary Content:	Countering Pro-Tobacco Influences

California Tobacco Control Program
Statewide Training and Technical Assistance Projects

The California Tobacco Control Program (CTCP) funds a variety of Statewide Projects to assist CTCP-funded projects with technical assistance (TA) and training. The following descriptions are designed to help you become more familiar with the services they offer for potential collaboration opportunities.

California Smokers' Helpline (Helpline)
http://www.californiasmokershelpline.org
Helping Californians kick the habit since 1992, the Helpline is a free telephone quit smoking program for California residents (1-800-NO-BUTTS). The Helpline provides direct cessation services to the public in five different languages (English, Spanish, Korean, Vietnamese, and Chinese). Other activities and services include research of new counseling protocols, and outreach to tobacco control and health care professionals looking for an effective referral resource for their clients and patients who want to quit smoking. The Helpline also has a youth cessation website at: http://nobutts.ucsd.edu. Contact: (858) 300-1010.

California Youth Advocacy Network (CYAN)
http://www.cyanonline.org
CYAN is a statewide organization dedicated to supporting youth and young adult tobacco prevention advocates and tobacco control agencies throughout California. Major statewide campaigns and projects include:
* Campuses Organized and United for Good Health Coalition
* Tobacco and Hollywood Campaign
* Tobacco Retail Licensing Campaign
* Project UNIFORM

Contact: (916) 339-3424.

California's Clean Air Project (CCAP)
http://ccap.etr.org
CCAP addresses secondhand smoke (SHS) issues such as compliance with the California Smoke-Free Workplace Law, smoke-free outdoor areas, and new and emerging areas, i.e., smoke-free housing and smoke-free casinos, by providing TA, educational materials, and consultations and trainings for local projects, members of the hospitality and housing industries, policy makers, law enforcement agencies, and the general public. CCAP also maintains a web-based California SHS Policies Database, which provides links to local city and county ordinances, statewide laws, and selected voluntary policies that address SHS exposure. Contact: (916) 452-8065.

The Center for Tobacco Cessation
Website coming soon!
The Center for Tobacco Cessation, a project of the University of California, San Diego, provides training and TA to help build local capacity for cessation. It helps CTCP-funded projects and other organizations (including those not currently funded by Proposition 99) to increase their skill and confidence to develop, implement, and evaluate evidence-based and culturally appropriate strategies to increase tobacco cessation. Contact: (866) 610-C4TC.

The Center for Tobacco Policy and Organizing (The Center)
http://www.center4tobaccopolicy.org/
The Center serves as a state and local tobacco policy resource and provides TA on achieving policy objectives using community organizing strategies. Resources offered by The Center include: policy briefs and legislative updates, educating legislators, campaign consultation and planning, facilitation of the Midwest Academy Strategy Chart, and local and regional trainings on such topics as assessing your political environment and coalition recruitment.
Contact: (916) 442-4299.

Technical Assistance Legal Center (TALC)
http://www.phi.org/talc/
TALC provides tobacco control advocates free legal TA, research, and analysis. Through model ordinances and other materials, TALC helps communities pass legally sound, effective, and clear tobacco control laws. Focus areas include: effective enforcement, licensing, SHS, zoning tobacco retailers, limiting sponsorship, and self-service displays. TALC provides TA over the phone, via e-mail, and through trainings. The TALC Website provides full-text TALC model policies, ordinances, fact sheets, and summary papers on the following topics: advertising, divestment, licensing, zoning, litigation, SHS, Master Settlement Agreement, and the California laws booklet, *Piecing It Together*. After filling out a short form, which TALC uses for tracking purposes, materials can be downloaded. Contact: (510) 444-8252.

Tobacco Control Evaluation Center (TCEC)
http://www.tobaccoeval.ucdavis.edu
TCEC provides evaluation-related resources, training and TA to CTCP-funded projects on evaluation plans, other evaluation issues, and on the development of evaluation tools to help projects produce effective and useful evaluations for CTCP's local programs throughout the state. TCEC also maintains a database of data collection instruments.
Contact: (530) 297-4659.

Tobacco Education Clearinghouse of California (TECC)
http://www.tecc.org
TECC provides tobacco-education resources and direct services to support CTCP project activities:

* Material development TA (help with design/layout, editing, field testing, etc.).
* Library services (reference, research, fact checking, circulation, etc.).
* Coordination of the statewide process for reviewing materials to add to the TECC Sales Catalog
* Publications - TECC Newsletter, Material Development Guides, *Top 10 Lists*, and *ResearchWire*.

Contact: (800) 258-9090.

TECC Online Sales Catalog
http://www.tobaccofreecatalog.org/
The TECC sales catalog, which is featured online, as well as in print, maintains an extensive inventory of over 450 tobacco education products for distribution, including many low- and no-cost educational and professional resources.

Scope of Work: Objective ID

Procurement Name: 08-85502 Educational Materials Development
Contract Number:
Agency Name: Test Agency Number 2
Project Name: Excellence in Materials Development
Project Type: CG: Statewide
Contract Term: 01/01/2009 - 12/31/2011
Effective Date: 01/01/2009
Plan Version ID: 0.1
Report Generated: 07/21/2008 09:29 PM

Objective Overview

Objective: By December 31, 2011, provide to approximately 100 California Tobacco Control Program (CTCP)-funded projects, a minimum of 300 instances of direct technical assistance (TA), 10 trainings, and 3 presentations at events organized by others on educational materials development such that 80 percent of recipients rate the services as "good" or "excellent." (Component 1)

Objective ID: Not Yet Assigned

Primary Asset: (3.4) Extent that educational and media materials used by the agency reflect the culture, ethnicity, sexual orientation, and languages of the communities served, relative to the demographics of the community.

Is this a primary objective? No

Target Audience:

Audience Group

- Advocates
- Coalitions
- Government Agencies
- Health Professionals

General Population Groups

- Multi-ethnic

Intervention Topic(s)

- Maintain a tobacco control website
- OTHER

Intervention Activity Plan

Activity ID

Activity:	Collaborate with the Tobacco Education Clearinghouse of California (TECC) and CTCP to conduct a review of all applicable tobacco control resources available through CTCP and its funded projects, Online Tobacco Information System (OTIS) Website, Partners Website, TECC Website, and the Tobacco Technical Assistance Consortium. Attend one to two in-person meetings with CTCP staff and TECC staff for orientation purposes.
Intervention Category:	Coordination/Collaboration Activities
Copyright:	No
Program Deliverable Percentage:	0.00 %
Start Date Period:	01/09-06/09
Completion Date Period:	01/09-06/09
Tracking Measures:	**Measure** / **Submit** Meeting notes / On File
Responsible Parties:	**Responsible Party** / **Budget Type** Project Coordinator / Budgeted

Activity ID	
Activity:	Contact the Tobacco Control Evaluation Center (TCEC) to identify samples of training and TA needs assessment survey instruments.
Intervention Category:	Coordination/Collaboration Activities
Copyright:	No
Program Deliverable Percentage:	0.00 %
Start Date Period:	01/09-06/09
Completion Date Period:	07/11-12/11
Tracking Measures:	**Measure** **Submit** Copies of sample needs assessments On File
Responsible Parties:	**Responsible Party Budget Type** Project Coordinator Budgeted

Activity ID	
Activity:	Collaborate with CTCP to develop clear and efficient policies and procedures that include responding to requests by CTCP contractors and other outside entities who want to use or adapt materials produced by CTCP-funded agencies. Review current policies in place and modify them to create a more streamlined and efficient process.
Intervention Category:	Coordination/Collaboration Activities
Copyright:	No
Program Deliverable Percentage:	0.00 %
Start Date Period:	01/09-06/09
Completion Date Period:	01/09-06/09
Tracking Measures:	**Measure** **Submit** Copy of policies and procedures On File
Responsible Parties:	**Responsible Party Budget Type** Project Coordinator Budgeted

Activity ID	
Activity:	Develop a needs assessment tool to identify educational materials development training and TA needs of CTCP-funded projects. Seek, review, and comment on a draft of the tool by CTCP Program Consultant, TCEC, and one to three CTCP projects. Revise tool as needed. Annually, review and update the tool.
Intervention Category:	Training and TA Activities
Copyright:	Yes
Program Deliverable Percentage:	1.00 %
Start Date Period:	01/09-06/09
Completion Date Period:	07/11-12/11

Tracking Measures:	**Measure** — **Submit** Comments on needs assessment tool — On File Final Needs Assessment Tool (Annual) — Yes
Responsible Parties:	**Responsible Party** — **Budget Type** Local Program Evaluator — Budgeted Project Coordinator — Budgeted

Activity ID	
Activity:	Develop a two color marketing tri-fold brochure that describes the services available from the Materials Development Training and TA Project. Draft and field test the brochure with CTCP-funded projects and CTCP prior to finalization. Ensure appropriate releases are obtained for any artwork or photos used in the brochure. Print 500-1000 copies. Disseminate via mail, website, conferences and trainings.
Intervention Category:	Educational Materials Development
Copyright:	Yes
Program Deliverable Percentage:	1.00 %
Start Date Period:	01/09-06/09
Completion Date Period:	01/09-06/09
Tracking Measures:	**Measure** — **Submit** Project Brochure — Yes Distribution Log — On file
Responsible Parties:	**Responsible Party** — **Budget Type** Graphic Design Consultant — Budgeted Materials Development Specialist — Budgeted Project Director — Budgeted
Materials:	**Material** **Working Title of Material:** Materials Development Training and TA Marketing Brochure **Brief Description of the Content:** Will describe materials development training and TA services, how to access services, types of information the client needs to provide when accessing the service, etc. **Target Audience to be Reached by the Material:** **Audience Group(s)** • Advocates • Coalitions • Government Agencies • Health Professionals **General Population Group(s)** • Multi-ethnic **Specific Ethnic Population Group(s)** **Material Format:** Brochure **Language:** English

	Projected Completion Date: 01/09-06/09 **Primary Content:** Asset **Material Purpose:** Other: Educate and Inform

Activity ID	
Activity:	Create two to three tip sheets or "how-to guides" about materials development based on an analysis of tools previously developed, needs assessment data, OTIS materials development reports, and discussions with CTCP in order to determine the topics of the tip sheets. Conduct formative research on the development of the tools that may include reviewing materials developed by other CTCP projects, seeking guidance from the Materials Review Committee, field testing the materials etc. Disseminate 200 to 500 via mail/listserv and make available for download from website. Send copies to TECC.
Intervention Category:	Educational Materials Development
Copyright:	Yes
Program Deliverable Percentage:	1.50 %
Start Date Period:	07/09-12/09
Completion Date Period:	07/10-12/10
Tracking Measures:	**Measure** — **Submit** Tip sheets/how-to guides — Yes
Responsible Parties:	**Responsible Party** — **Budget Type** Graphic Design Consultant — Budgeted Materials Development Specialist — Budgeted Project Coordinator — Budgeted
Materials:	**Material** **Working Title of Material:** Educational Materials Development Tip Sheets **Brief Description of the Content:** Two to three tip sheets will be developed. The exact content will be based on needs assessment findings and formative research; however, it is anticipated that the tip sheets will cover such things as: copyright, obtaining approval for use of subjects in photos, testing the reading level of materials, design elements. **Target Audience to be Reached by the Material:** **Audience Group(s)** • Advocates • Coalitions • Government Agencies • Health Professionals **General Population Group(s)** • Multi-ethnic **Specific Ethnic Population Group(s)** **Material Format:** Brochure **Language:** English

	Projected Completion Date: 07/10-12/10 **Primary Content:** Asset **Material Purpose:** Other: Skill building

Activity ID	
Activity:	Create two to three templates for CTCP-funded projects to download and modify for their own use. Topics will be determined based on the needs assessment data, OTIS materials development reports, and discussions with CTCP. Conduct formative research on the development of the templates that may include reviewing materials developed by other CTCP projects, seeking guidance from the Materials Review Committee, field testing the materials etc. Disseminate 200 to 300 via mail/listserv and make available for download from website.
Intervention Category:	Educational Materials Development
Copyright:	Yes
Program Deliverable Percentage:	1.50 %
Start Date Period:	07/09-12/09
Completion Date Period:	07/11-12/11
Tracking Measures:	**Measure** **Submit** Copies of templates Yes
Responsible Parties:	**Responsible Party** **Budget Type** Graphic Design Consultant Budgeted Materials Development Specialist Budgeted Project Coordinator Budgeted
Materials:	**Material** **Working Title of Material:** Educational Materials Development Templates **Brief Description of the Content:** Two to three templates will be developed. The exact content will be based on needs assessment findings and formative research; however, it is anticipated that the templates will be tobacco issue specific or tobacco project specific. **Target Audience to be Reached by the Material:** **Audience Group(s)** • Advocates • Coalitions • Government Agencies • Health Professionals **General Population Group(s)** • Multi-ethnic **Specific Ethnic Population Group(s)** **Material Format:** Template File **Language:** English

	Projected Completion Date: 07/11-12/11 **Primary Content:** Asset **Material Purpose:** Other: Skill building

Activity ID	
Activity:	Design, schedule and conduct 10-15 1.5 hour to 4 hour local/regional face to face and webinar trainings on educational materials development issues to be delivered independent of other CTCP conferences, trainings or workshops. Approximately 10 to 40 CTCP-funded project staff will participate in each training. Handouts and presentation materials will be provided at the training and posted to the Materials Development Training and TA website.
Intervention Category:	Training and TA Activities
Copyright:	No
Program Deliverable Percentage:	8.00 %
Start Date Period:	07/09-12/09
Completion Date Period:	07/11-12/11
Tracking Measures:	**Measure** — **Submit** Annual training schedule — Yes Sign-in sheets — On File Training agendas, handouts, and presentation materials — Yes
Responsible Parties:	**Responsible Party** — **Budget Type** Information Technology Specialist — Budgeted Materials Development Specialist — Budgeted Project Coordinator — Budgeted Project Director — Budgeted

Activity ID	
Activity:	Provide a total of two to five presentations at statewide trainings and conferences organized by others. Presentations will be 30 minutes to 1.5 hours in length and will address topics related to the development of high quality educational materials by CTCP-funded projects. Presentation materials and handouts will be posted to the Materials Development Training and TA website following the presentation.
Intervention Category:	Training and TA Activities
Copyright:	Yes
Program Deliverable Percentage:	1.00 %
Start Date Period:	01/09-06/09
Completion Date Period:	07/11-12/11
Tracking Measures:	**Measure** — **Submit** Presentation materials — Yes

Responsible Parties:	**Responsible Party** — **Budget Type** Information Technology Specialist — Budgeted Materials Development Specialist — Budgeted Project Coordinator — Budgeted Project Director — Budgeted

Activity ID	
Activity:	Plan, develop, and pilot implementation of one interactive online training course related to planning, designing, field testing, and evaluating an educational material. Make the course available through the Materials Development website. Development steps will include: conduct literature search, identify learning objectives, course content and course materials; hiring experts to write course content; expert review of the draft course; field testing the course with 4-10 people, working with a web-designer, quality assurance and beta testing. The course(s) will include an interactive participant survey to assess learning and satisfaction with the quantity and quality of the course.
Intervention Category:	Training and TA Activities
Copyright:	Yes
Program Deliverable Percentage:	3.00 %
Start Date Period:	01/09-06/09
Completion Date Period:	07/11-12/11
Tracking Measures:	**Measure** — **Submit** Live interactive website course URL — Yes Project development notes — On File
Responsible Parties:	**Responsible Party** — **Budget Type** Information Technology Specialist — Budgeted Materials Development Specialist — Budgeted Project Director — Budgeted Web design subcontractor — Budgeted
Materials:	**Material** **Working Title of Material:** Online Materials Development Course **Brief Description of the Content:** This online course will take participants through a series of modules related to development of educational materials from planning, design, field testing, and evaluating an educational piece. It will include learning objectives and a self-administered exam after each module. **Target Audience to be Reached by the Material:** **Audience Group(s)** • Government Agencies • Health Professionals **General Population Group(s)** • Multi-ethnic **Specific Ethnic Population Group(s)**

	Material Format: Curriculum **Language:** English **Projected Completion Date:** 07/11-12/11 **Primary Content:** Asset **Material Purpose:** Other: Skill building

Activity ID	
Activity:	Conduct a materials development training and TA needs assessment on an annual basis: 2009, 2010, and 2011. Send the needs assessment survey instrument out electronically to all Partners users. Analyze the needs assessment results and use these to plan training and TA activities. Provide CTCP Program Consultant a copy of the Needs Assessment findings within 30 days of conducting the survey.
Intervention Category:	Training and TA Activities
Copyright:	Yes
Program Deliverable Percentage:	1.5 %
Start Date Period:	01/09-06/09
Completion Date Period:	01/11-06/11
Tracking Measures:	**Measure** — **Submit** Annual needs assessment survey findings — Yes Notice of electronic Needs Assessment dissemination — Yes
Responsible Parties:	**Responsible Party** — **Budget Type** Evaluation Consultant — Budgeted Project Coordinator — Budgeted

Activity ID	
Activity:	Monitor the CTCP Website known as Partners on a weekly basis to identify possible TA opportunities and proactively follow-up as appropriate.
Intervention Category:	Coordination/Collaboration Activities
Copyright:	No
Program Deliverable Percentage:	0.00 %
Start Date Period:	01/09-06/09
Completion Date Period:	07/11-12/11
Tracking Measures:	**Measure** — **Submit** TA log/reports to identify mode of contact — Yes
Responsible Parties:	**Responsible Party** — **Budget Type** Project Coordinator — Budgeted

Activity ID	
Activity:	At least two times per year (six times total), download reports from OTIS to identify projects developing educational materials. Proactively contact each project via e-mail or telephone to offer assistance.
Intervention Category:	Training and TA Activities
Copyright:	No
Program Deliverable Percentage:	0.00 %
Start Date Period:	07/09-06/09
Completion Date Period:	07/11-12/11
Tracking Measures:	**Measure** **Submit** Copies of bi-annual OTIS reports On File TA log/reports to identify mode of contact Yes
Responsible Parties:	**Responsible Party** **Budget Type** Materials Development Specialist Budgeted

Activity ID	
Activity:	Post three to six announcements on the Partners CTCP Update and our project's website to market the message that all CTCP-funded projects are to check with our project prior to developing any new materials. Create a unique e-mail address to handle incoming requests. If materials already exist or are in the process of development, the CTCP contractor will be advised to discuss this with their CTCP program consultant for direction on how to proceed.
Intervention Category:	Training and TA Activities
Copyright:	No
Program Deliverable Percentage:	0.00 %
Start Date Period:	01/09-06/09
Completion Date Period:	07/11-12/11
Tracking Measures:	**Measure** **Submit** Copies of announcements On File
Responsible Parties:	**Responsible Party** **Budget Type** Project Coordinator Budgeted

Activity ID	
Activity:	Participate in CTCP workgroups, committees, and outreach activities as appropriate and/or as requested, such as conference planning committees, content workgroups, Proposition 99 calls, to collaborate and promote materials development training and TA services.
Intervention Category:	Coordination/Collaboration Activities
Copyright:	No
Program Deliverable Percentage:	0.00 %

Start Date Period:	01/09-06/09
Completion Date Period:	07/11-12/11
Tracking Measures:	**Measure** **Submit** Communication Log On File
Responsible Parties:	**Responsible Party** **Budget Type** Project Coordinator Budgeted

Activity ID	
Activity:	Develop one to three Advocacy Campaign Materials such as a Rolodex business card, mouse pad or some other business functional item to promote the availability and motivate use of the materials development training and TA services. Distribute approximately 300 to 500 of each product to CTCP-funded projects.
Intervention Category:	Advocacy Campaign Materials
Copyright:	Yes
Program Deliverable Percentage:	1.00 %
Start Date Period:	01/09-06/09
Completion Date Period:	01/10-06/10
Tracking Measures:	**Measure** **Submit** Advocacy Campaign Material(s) Yes
Responsible Parties:	**Responsible Party** **Budget Type** Graphic Design Consultant Budgeted Project Coordinator Budgeted
Materials:	**Material** **Working Title of Material:** Functional Business Items **Brief Description of the Content:** Will develop one to three functional business items that promote the services of the Materials Development Training and TA Project. Will include phone number, web address, and messages to motivate asking for TA. **Target Audience to be Reached by the Material:** **Audience Group(s)** • Advocates • Government Agencies **General Population Group(s)** • Multi-ethnic **Specific Ethnic Population Group(s)** **Material Format:** Post Cards **Language:** English **Projected Completion Date:** 01/10-06/10 **Primary Content:** Asset **Material Purpose:** Other: Motivate and Inform

Activity ID	
Activity:	Maintain a Materials Development TA "Help Desk" which will provide a minimum of 300 instances of direct TA. Each TA contact will be 15 minutes to 4 hours in length. The "Help Desk" will field requests for information resources on how to develop high quality educational materials, assistance with finding graphic designers or low-cost clip art, recommendations on testing materials, assistance with finding translation services, review and comment on materials in development. Referrals to other appropriate statewide projects and the Capacity Building Network will be made.
Intervention Category:	Training and TA Activities
Copyright:	No
Program Deliverable Percentage:	5.00 %
Start Date Period:	07/09-12/09
Completion Date Period:	07/11-12/11
Tracking Measures:	**Measure** / **Submit** TA Database / On File User Reports from TA database / Yes
Responsible Parties:	**Responsible Party** / **Budget Type** Materials Development Specialist / Budgeted

Activity ID	
Activity:	Develop Access database to track delivery of materials development training and TA. Contact other statewide projects to review the systems they use and solicit input from CTCP regarding data that should be tracked.
Intervention Category:	Training and TA Activities
Copyright:	Yes
Program Deliverable Percentage:	2.00 %
Start Date Period:	07/09-12/09
Completion Date Period:	07/09-12/09
Tracking Measures:	**Measure** / **Submit** TA Database screen shots / Yes
Responsible Parties:	**Responsible Party** / **Budget Type** Information Technology Specialist / Budgeted Project Director / Budgeted

Activity ID	
Activity:	Establish and maintain close working partnerships with CTCP-funded projects and the Capacity Building Network via e-mail, phone calls, and occasional face-to-face meetings for the purpose of coordinating activities, reducing/eliminating duplication of effort, maximizing resources, and networking. Work with the Peer-to-Peer electronic TA system to field answers related to materials development.

Intervention Category:	Coordination/Collaboration Activities
Copyright:	No
Program Deliverable Percentage:	0.00 %
Start Date Period:	01/09-06/09
Completion Date Period:	07/11-12/11
Tracking Measures:	**Measure** **Submit** Communication Log On File
Responsible Parties:	**Responsible Party** **Budget Type** Project Coordinator Budgeted Project Director Budgeted

Evaluation Design

Overall Design

Plan type:
Other without Measurable Outcome

Evaluation Activity Plan

Evaluation Activity ID

Activity Type:
Collection of Process Data - Education/Participant Survey

What existing instrument will be used for the survey? If there is no existing instrument, please describe the main topic(s) and question(s) for the survey.
Overall training and TA Satisfaction Evaluation: TCEC will be contacted to identify appropriate instruments that measure satisfaction with the delivery of training and TA services. Questions will include: where they heard about training and TA services, types of materials that training and TA was requested about, when in the development process assistance was requested (e.g., planning, design, testing), how training and TA was received (e.g., telephone, e-mail, referral to website, in-person), satisfaction with the training and TA delivered, how training and TA was incorporated into material developed, extent to which the project staff's self-efficacy for materials development was enhanced, barriers to accessing training and TA services, recommendations for improving training and TA services.

How many waves of the survey will be conducted?
2

How will the sample be selected?
Census. All CTCP-funded Project Directors, Primary Tobacco Control Contacts listed in OTIS and users of training and TA services who are not either the Project Director or Primary Tobacco Control Contact will be included.

How many will be in the sample?
200

What is the primary method in which the survey will be conducted?
Internet Survey

How will the results be analyzed and interpreted?
In each survey wave, the distribution of responses to each question will be summarized. Cross tabulations will then examine relationships between variables to address questions such as whether satisfaction with services varied by the mode of training and TA service delivery, type of CTCP-funded project, staff member providing the training and TA service, etc. Results will be used to improve training and TA service delivery.

Progress report period in which the survey will be conducted:
01/09-06/09

01/10-06/10

01/11-06/11

Progress report period in which the survey results will be analyzed and disseminated:
07/09-12/09

07/10-06/10

07/11-06/11

Copyright:
Yes

Deliverable Percentage:
2.00 %

Tracking Measures:

Tracking Measure	Submit
Internet Survey Analysis of Results	Yes
Internet Survey Instrument	Yes

Responsible Parties:

Responsible Party	Budget Type
Project Director	Budgeted
Evaluation Consultant	Budgeted

Evaluation Activity ID

Activity Type:
Collection of Process Data - Education/Participant Survey

What existing instrument will be used for the survey? If there is no existing instrument, please describe the main topic(s) and question(s) for the survey.
Training Component Evaluation: The TCEC will be contacted to obtain samples of Education/Participant Surveys designed to assess satisfaction with the delivery of face-to-face and webinar trainings. The survey instrument will have a core set of questions asked related to all trainings and a set of questions tailored specifically to the topic of the training.

How many waves of the survey will be conducted?
1

How will the sample be selected?
Census. A survey will be administered to each training participant following the delivery of any Materials Development Project stand alone training or webinar.

How many will be in the sample?
25

What is the primary method in which the survey will be conducted?
Pen-to-paper

How will the results be analyzed and interpreted?
The number of evaluation forms completed at each training will be divided by the number of attendees to calculate the percentage of participants who complete the evaluation. Responses to each question will be tallied to develop frequency distributions, and the percent of participants who rate the training as "good" or "excellent" will be entered into a master spread sheet.

Progress report period in which the survey will be conducted:
07/09-12/09
01/10-06/10
07/10-12/10
01/11-06/11

Progress report period in which the survey results will be analyzed and disseminated:
01/10-06/10
0710-12/10
01/11-06/11
07/11-12/11

Copyright:
Yes

Deliverable Percentage:
1.00 %

Tracking Measures:

Tracking Measure	Submit
Training satisfaction summary report by training	Yes
Training satisfaction survey instrument	Yes

Responsible Parties:

Responsible Party	Budget Type
Project Director	Budgeted
Evaluation Consultant	Budgeted

Evaluation Activity ID

Activity Type:
Collection of Process Data - Focus Group

What is the discussion topic(s) or purpose for this focus group?
The purpose of this focus group is to identify appropriate Advocacy Campaign Materials (with a business function) and messages that will motivate utilization of the materials development training and TA services.

How many times will this focus group be conducted?
1

What are the criteria to select the participants or who will be in the group(s)?
CTCP-funded projects that both have materials development activities in their scope of work and projects that do not.

How many participants will be in this focus group?
6

How will the results be analyzed and interpreted?
Content analysis will be employed to identify themes and the frequency of those themes. Major themes and their analysis will be discussed with CTCP prior to finalizing motivational messages to be included on Advocacy Campaign Materials.

Progress report period(s) in which the focus group will be conducted:
01/09-06/09

Progress report period(s) in which the focus group results will be analyzed and disseminated:
07/09-12/09

Copyright:
Yes

Deliverable Percentage:
0.50 %

Tracking Measures:

Tracking Measure	Submit
Focus Group Outline	Yes
Sign-in List	On File
Summary of focus group findings	Yes

Responsible Parties:

Responsible Party	Budget Type
Project Coordinator	Budgeted
Materials Development Specialist	Budgeted
Evaluation Consultant	Budgeted

Evaluation Activity ID

Activity Type:
Collection of Process Data - Education/Participant Survey

What existing instrument will be used for the survey? If there is no existing instrument, please describe the main topic(s) and question(s) for the survey.
Help Desk TA Satisfaction Evaluation: TCEC will be contacted to identify TA satisfaction survey instruments. A brief satisfaction survey instrument will be created to be sent to each individual receiving TA "Help Desk" services within three business days of receiving the service. The survey instrument will assess where they heard about the Help Desk TA services, types of materials that TA was requested about, when in the development process assistance was requested (e.g., planning, design, testing), how TA was received (e.g., telephone, e-mail, referral to website, in-person), and satisfaction with the TA delivered.

How many waves of the survey will be conducted?
1

How will the sample be selected?
Census

How many will be in the sample?
300

What is the primary method in which the survey will be conducted?
Internet Survey

How will the results be analyzed and interpreted?
On a semi-annual basis, surveys will be summarized and analyzed to determine the distribution of responses to each question. Cross tabulations will then examine relationships between variables to address questions such as whether satisfaction with services varied by the mode of Help Desk TA service delivery, type of CTCP-funded project, staff member providing the TA service, etc. Results will be used to improve training and TA service delivery.

Progress report period in which the survey will be conducted:
01/09-06/09
07/09-12/09
01/10-06/10
07/10-12/10
01/11-06/11

07/11-12/11

Progress report period in which the survey results will be analyzed and disseminated:
07/09-12/09
01/10-06/10
07/10-12/10
01/11-06/11
07/11-12/11

Copyright:
Yes

Deliverable Percentage:
1.00 %

Evaluation Activity ID

Activity Type:
Collection of Process Data - Observation Data

Please describe the instrument to be used or developed for observation and what/who will be observed.
Check with the TCEC and the TECC to identify if there are existing instruments that rate the quality of educational pieces based on such factors as: factual accuracy, correct citation of facts, grammar and language usage, age (developmental appropriateness), target population appropriateness, design, cost, etc. Use this instrument to annually rate a sampling of educational materials sent to TECC for consideration for inclusion in the TECC catalog.

How many will be in the sample?
25

What is the primary method for conducting the observations?
Pen-to-paper

How will the observational data be analyzed?
Each material will be given a score. An average score will be developed for all educational materials scored. Scores will be averaged into a statewide average score overall and by material type. The Materials Development and TA Project will compare over time whether the score for the quality of educational materials increases over time.

Progress report period(s) in which the observations will be conducted:
01/09-06/09
01/10-06/10
01/11-06/11

Progress report period(s) in which the observation results will be analyzed and disseminated:
07/09-12/09
07/10-12/10

07/11-12/11

Deliverable Percentage:
1.50 %

Tracking Measures:

Tracking Measure	Submit
Annual Summary report of materials rated annually	Yes
Quality of Educational Materials Rating Form	Yes

Evaluation Activity ID

Activity Type:
Collection of Process Data - Education/Participant Survey

What existing instrument will be used for the survey? If there is no existing instrument, please describe the main topic(s) and question(s) for the survey.
Online Training Module Evaluation: This evaluation will assess the user's knowledge after completion of each content module related to educational materials development to include: planning, design, field testing, and evaluation of a piece of educational material.

How many waves of the survey will be conducted?
1

How will the sample be selected?
Pilot test: purposive sample of a variety of CTCP-funded projects based on rural/suburban/urban; local lead agency and competitive grantees; diversity of populations served by the user project

How many will be in the sample?
4

What is the primary method in which the survey will be conducted?
Internet Survey

How will the results be analyzed and interpreted?
Scores will be tabulated for each modeled and frequencies calculated.

Progress report period in which the survey will be conducted:
01/11-06/11

Progress report period in which the survey results will be analyzed and disseminated:
07/11-12/11

Copyright:
Yes

Deliverable Percentage:
0.50 %

Evaluation Reporting

What type of analysis will be done?
The materials development TA database and training log will be analyzed to determine if at least 300 instances of TA, 10-stand alone trainings and 3 presentations at events organized by others were delivered, to who services were delivered, the mode of service delivery and the topic of service delivery. Evaluation efforts for trainings and Help Desk TA services will also be analyzed to determine key content, preferred modes of training, at what point projects are requesting assistance, where projects are most frequently hearing about the availability of services, and to identify who is not requesting services, but needs service. Also, do a time comparison of materials submitted to determine if the quality of materials changed over time by type of material, type of project, and usage of materials development training and TA services.

How will the results be disseminated?
A brief evaluation report will be prepared and submitted with the final progress report. Staff will request a meeting with CTCP to discuss the findings and implications for future delivery of materials development training and TA delivery services.

During which Progress Report period(s) will CTCP receive interim evaluation report(s) describing the results of data analysis?
07/11-06/11

During what Progress Report period will CTCP receive the final evaluation report describing the results of data analysis?
07/11-12/11

Tracking Measures:

Tracking Measure	Submit
Brief Evaluation Report	Yes

Responsible Parties:

Responsible Party	Budget Type
Project Director	Budgeted
Evaluation Consultant	Budgeted

Deliverable percentage:
2.00 %

What if any limitations or challenges do you foresee with the evaluation?
Participation in needs assessment and participant surveys is voluntary and may bias the results towards those who have highly positive or negative findings.

COMPUTER HARDWARE/SOFTWARE MINIMUM SPECIFICATIONS

The following hardware/software minimum specifications are necessary to ensure the proposed project has equipment for the purposes of: producing state-mandated progress reports, completing statewide independent evaluation instruments and reports, and participating in Partners and the Online Tobacco Information System (OTIS). Desktop computers should have at least a Pentium IV or faster processor, adequate hard disk space, 512 megabyte (MB) to 2 gigabyte (GB) of memory, 1.44 MB diskette drive, CD/RW drive/DVD-ROM, and network card (for connecting to a LAN or broadband Internet access).

Type	Minimum
Hardware	
Processor	Pentium IV-class or faster
RAM	512 MB-2 GB
Monitor	17”
Printer	Hewlett-Packard (HP) Laserjet printer
Network Card	10/100 Ethernet network adapter card
Peripherals	1.44 MB diskette drive; CD/RW drive/ DVD-ROM
Software	
Operating System	Microsoft (MS) Windows XP Professional Service Pack 2
Presentation	PowerPoint 2003 (as part of MS Office 2003 Professional Service Pack 2 Application Suite)
Word Processing	Word 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite)
Spreadsheet	Excel 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite)
Database	MS Access 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite)
Hard Disk Encryption	Existing Agency software standard or other hard disk drive encryption product such as Guardian Edge Encryption Plus Hard Disk 7.1.5 or 7.1.8 .
Browsers	Internet Explorer v. 6.0 SP2
Adobe Acrobat Reader	Adobe Acrobat Reader 8.x
Statistical	Epi info version 3.5 ①
Antivirus Software	Required (most current version of any brand)
JAVA Software	JAVA Runtime Environment (latest version) ②

① May be downloaded for free at http://www.cdc.gov/epiinfo/

② May be downloaded for free at http://www.java.com

PURCHASE STANDARDS FOR NEW DESKTOP COMPUTERS

Desktop Unit – HP		
Category	**Standard**	**Remarks**
Manufacturer and Model:	HP/Compaq DC7800 CMT	P/N: GZ208US#ABA
Processor:	Intel® E4400	
Processor Speed:	2.0 GHz	
Network Interface:	10/100/1000 Ethernet	
Storage (Disk):	80 GB Hard Drive and 1.44 FDD	
Memory:	2 GB RAM	
DVD Reader:	CD-RW drive/DVD-ROM	

Desktop Unit – Gateway		
Category	**Standard**	**Remarks**
Manufacturer and Model:	Gateway E4610D	DGS P/N: 1009067PWR
Processor:	Intel Pentium D 915d	
Processor Speed:	2.8 GHz	
Network Interface:	10/100/1000 Ethernet	
Storage (Disk):	80 GB Hard Drive and 1.44 FDD	
Memory:	2 GB RAM	
DVD Reader:	CD-RW drive/DVD-ROM	

Software Standard for New Desktop Computers	
Operating System	Microsoft (MS) Windows XP Professional Service Pack 2 ③
Presentation	PowerPoint 2003 (as part of MS Office 2003 Professional Service Pack 2 Application Suite) ④
Word Processing	Word 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ④
Spreadsheet	Excel 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ④
Database	MS Access 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ④
Hard Disk Encryption	Existing Agency software standard or other hard disk drive encryption product such as Guardian Edge Encryption Plus Hard Disk 7.1.5 or 7.1.8
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Statistical	Epi info version 3.5 ①
Antivirus Software	Required (most current version of any brand)
JAVA Software	JAVA Runtime Environment (latest version) ②

① May be downloaded for free at http://www.cdc.gov/epiinfo/

② May be downloaded for free at http://www.java.com

③ May purchase Windows Vista and install downgrade for Windows XP Professional until Vista becomes approved for use.

④ May purchase Office 2007 and install downgrade to Office 2003 until Office 2007 becomes approved for use.

COMPARABLE STATE CIVIL SERVICE CLASSIFICATIONS

State Classification Title	Comparable Title	Comparable Monthly Salary
Health Education Consultant III (Specialist)	Project Director	$4,931-$6,164
Health Education Consultant II	Materials Development Coordinator	$4,489-$5,612
Health Education Consultant I	Materials Development Specialist	$3,658-$4,652
Graphic Designer II	Graphic Designer	$3,705-$4,503
Senior Word Processing Technician	Secretary/Office Manager	$2,742-$3,334
Research Scientist I	Evaluator	$4,833-$5,831
Associate Information Systems Analyst (Specialist)	Website/Database Coordinator	$4,619-$5,897

CONTRACT UNIFORMITY

(Applicable only to non-profit organizations)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the California Department of Public Health (CDPH) sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

2. As used herein, fringe benefits do not include:

   a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
   b. Director's and executive committee member's fees.
   c. Incentive awards and/or bonus incentive pay.
   d. Allowance for off-site pay.
   e. Location allowances.
   f. Hardship pay.
   g. Cost-of-living differentials.

3. Specific allowable fringe benefits include:

   a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance, and the employer's share of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

4. To be an allowable fringe benefit, the cost must meet the following criteria:

   a. Be necessary and reasonable for the performance of the agreement.
   b. Be determined in accordance with generally accepted accounting principles.
   c. Be consistent with policies that apply uniformly to all activities of the Contractor.

5. Contractor agrees that all <u>fringe benefits</u> shall be at <u>actual cost</u>.

6. Earned/accrued Compensation.

   a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave, and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs (see example on page 2).
   b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next (see example on page 2).
   c. For single year agreements, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the agreement term, <u>cannot</u> be claimed as an allowable cost (see example on page 2).

Contract Uniformity
Earned/Accrued Compensation Examples

Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

Example No. 2:

If during a three-year (multiple year) agreement John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

Example No. 3:

If during a single year agreement, John Doe, works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

EXPENDABLE AND SENSITIVE EQUIPMENT

All equipment, regardless of type, including software must be budgeted in the Equipment Expenses category.

Expendable Equipment

Expendable equipment is defined as equipment costing less than $500 per unit and/or has a life expectancy of less than four years.

Expendable equipment includes, but is not limited to, the following:

- All Office Furniture (e.g., desks, chairs, tables, bookcases, credenzas, storage cabinets, partitions, computer work stations, etc.)
- Typewriters
- Calculators
- Cameras
- Projectors
- Answering Machines
- Easels
- Office Telephones

Sensitive Equipment

This equipment is defined sensitive equipment per the State Administrative Manual regardless of the dollar amount.

- Bar Code Reader
- Computer Component
- Computer Component CPU
- Computer Monochrome Monitor
- Computer Color Monitor
- Computer Console
- Computer MSV Storage
- Computer Printer
- Computer Tape Unit
- Computer Disc Drive
- Computer Terminal Reader
- Computer Terminal Printer
- Computer Terminal Data Set
- Computer Power Supply
- Computer Power Supply Relay Unit
- Computer System
- Computer Modem
- Computer Wang System
- Computer, Other
- Copier (All types)
- Facsimile Machine (All types)
- Mailing Machine
- Plotter
- Postage Scale
- Scanner (All types)
- Television
- Video Cassette Recorder/Player
- Video Tape Recorder
- Video Color Monitor
- Video Tape Player

State of California—Health and Human Services Agency
California Department of Public Health

MARK B HORTON, MD, MSPH
Director

ARNOLD SCHWARZENEGGER
Governor

MORATORIUM RELATED TO PROMOTIONAL ITEMS DISTRIBUTED BY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

Updated Interim Guidelines on Use of Promotional Items

January 28, 2008

This serves as an update to the *Interim Guideline on Use of Promotional Items* released October 12, 2007 by the California Department of Public Health (CDPH). The guideline of 10-12-07 clarified that the moratorium on distribution of promotional items relating to potential lead hazards did not apply to certain paper products used for key health education guidance.

As part of the department's continuing efforts to minimize lead hazards and based upon recommendations of the Department of Toxic Substances Control, promotional items distributed by CDPH programs will require testing for lead if the items meet any of the following criteria:

Lead Testing Criteria

- Items intended for children under age 6 years
- Items with components small enough to be ingested by children
- Items that contact food or beverages
- Items with paints or coatings
- Items with vinyl components

CDPH will continue the moratorium on metal items. Policies and procedures are being developed that will provide details on how such items will be tested. Details will be released as soon as they are available.

In the meantime, the CDPH moratorium on distribution of promotional items is lifted for those items that provide key health education guidance and which meet NONE of the Lead Testing Criteria listed above. Examples of promotional items that are no longer under the moratorium include: plastic gift cards, compact discs, DVDs, and video cassettes. More information and resources will be available on the use and distribution of promotional items and will be posted to our website on the "**Promotional Items and Potential Health Hazards"** web page.

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