COMPETITIVE GRANTEES
ADMINISTRATIVE AND POLICY MANUAL

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Introduction

CHAPTER 100
INTRODUCTION

The purpose of this manual is to guide administrative, fiscal and program management of competitive tobacco control programs funded by the California Department of Public Health (CDPH), Tobacco Control Section (TCS) through the different processes required by the grant.

TCS has moved forward with the integration of an On-line Tobacco Information System (OTIS) which is a computer application that houses the majority of TCS contracts and grants. OTIS is an ongoing work in progress "under construction" so not all required grant processes contained in the sections of this manual have been completed in OTIS yet. For processes not yet available in OTIS, grantees will continue to use the paper processes contained in this manual. As processes are completed in OTIS, updates to this manual will occur.

If your contract is in OTIS please follow the instructions outlined in this manual for an overall understanding of "why" and the online OTIS instructions for specific procedures on "how to" for the processes required. You can access the OTIS instructions on-line in the OTIS Help menu under Documents at www.tcsotis.org . To apply for an OTIS account, a current user must log into OTIS, scroll to the bottom of the screen and click on "My Agency", then click on "Request User Account" and follow the instructions to sign up the new user.

A. Organization of the Manual

The manual is organized to provide the easiest access possible to the information needed by project staff regarding procedures, policies, and program letters. Throughout the manual the terms contract, grant, and agreement are used interchangeably. This manual contains the following three sections:

I. Administrative Section

This section provides the procedures and paper forms necessary for project staff to administer their contract with TCS. It includes information and procedures on various issues such as budget revisions, subcontract agreements, and progress reports. There is a miscellaneous chapter, which will be used to provide information, which does not fit within the chapters identified in this section. In different sections of this manual you will be guided to instructions located in OTIS.

II. Policy Section

This section contains the TCS mission statement and provides TCS policy on program and administrative requirements. It also provides helpful program planning aids.

III. Program Letters

This section is provided for you to file any program letters that TCS may issue throughout the term of your contract.

B. Format

Each section of the manual is tabbed and color coded. The chapters within each section are tabbed and color coded to the same color as the section color. Each chapter within a section has its own table of contents, illustrations and attachments. "Illustration" refers to informational documents (flowcharts, lists, etc.) and samples of completed forms used within the chapter. Illustrations are located at the end of each chapter in numerical order. For example, in Section I, Chapter 200, Invoice Processing Guidelines, you will find Illustration 202, which is an invoice flow chart showing the processing steps an invoice goes through for payment. It is numbered as 202 because it was first referenced in Section 202 of Chapter 200.

"Attachments" are blank forms provided for use in complying with the requirements of each chapter. Attachments for each chapter will be assigned a letter and will be located at the end of the chapter *immediately following* the Illustrations. For example, in Section I, Chapter 200, Invoice Processing Guidelines, you will find Attachment A1 and A2. These are blank invoice forms. TCS requires invoices submitted for payment use the forms provided. You may use the blank forms provided in each chapter; or if you wish, create *exact* replicas on your own computer; or download the forms from the following web site: http://www.tcspartners.org/Main/WebSite/tcsforms.htm.

C. Updates/Revisions to the Manual

Updates or revisions to this manual will be provided as needed through Program Letters. When updates/revisions are necessary, a vertical line in the left margin will provide you with a visual indicator of where the update/revision took place. A change in text on a specific page may require that subsequent pages be reprinted even though no change in text occurred on the subsequent pages. The Program Letter transmitting the updates/revisions will provide instructions for discarding and replacing pages of the manual as follows:

Discard	Insert
Section I, Chapter 200	
Page 2, March 2008	Page 2, January 2009
Section II, Chapter 300	
Policy #03, Revised 1/06	Policy #03, Revised 7/07

With each Program Letter issued, you will receive an updated log. Please discard the old log and replace it with the new one. ***Please note that each calendar year we start over with Program Letter numbers. Be sure to retain the previous calendar year log.*** This log will also show Program Letters issued that may not relate to the manual. The log will also tell you if the Program Letters issued related to competitive grantees/contractors, Local Lead Agencies (LLAs) or all funded projects. If a Program Letter was issued only to competitive grantees/contractors then the LLAs would not receive a copy and vice versa. The log will help you keep track of all the Program Letters issued.

D. Program Consultants and Contract Managers

TCS assigns two staff to each contract: a Program Consultant (PC) and a Contract Manager (CM). Their responsibilities include the following:

- The PC has program responsibility over the entire project, which includes: the scope of work, the budget, providing input in the development of educational materials, approving subcontract agreements, monitoring progress reports.

- The CM has administrative responsibility over the contract which includes contract development, processing, and amendments. Budget, budget revisions, contract issues and requirements, payment of invoices, subcontract agreements, and maintenance of the official contract file. The CM acts as the point person for obtaining the PC input and approval on issues.

The PC and CM work as a team on issues such as contract amendments, SOW/budget revisions, contract issues, etc. Throughout this manual you will be instructed to send documents to the CM even though it may appear to be program related. This is necessary to ensure that the document is reviewed and processed timely. The CM will work with the PC to obtain approval of the document and get written approval to you.

The PC and CM are available to help you with your project whenever needed. Please call if you have any questions or need assistance.

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Chapter 200
Invoice Processing Guidelines

CHAPTER 200
INVOICE PROCESSING GUIDELINES

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CHAPTER 200
INVOICE PROCESSING GUIDELINES

201 General

The following process applies to all invoices submitted to TCS under your contract. ***Do not send invoices to TCS until your contract is fully executed. TCS cannot process them, and they will be returned.*** Prompt and consistent invoicing helps to insure that your agency will not have a break in payment. Please be sure to provide the appropriate fiscal staff within your agency with this information, the invoice format, time frames and processing guidelines.

When mailing your invoices, please send to the following address:

(Name of your assigned contract manager)
California Department of Public Health
CDIC/Tobacco Control Section
MS 7206
P. O. Box 997377
Sacramento, CA 95899-7377

202 Payment Information and Time Frames

Non-profit organizations do not qualify for a small business certification, but they may be eligible to participate in the prompt payment program. The Department of General Services (DGS), Office of Small Business and DVBE Certification (OSBDC) is the State agency responsible for processing the Nonprofit Recognition Application (for prompt payment benefits). Once recognized, you may request a prompt payment stamp. The advantage of the prompt payment stamp is that all State agencies are required to give priority processing to invoices bearing this stamp. For an application, contact DGS OSBDC, 707 3rd Street, 1st Floor, Room 400, West Sacramento, CA 95798-9052, (916) 375-4940 (Receptionist) or (916) 322-5060 (24-hour automated phone line).

TCS strives to process your invoices in an expeditious manner. TCS staff review, approve, and forward invoices to the Department's Accounting Section for payment. If there are problems with the invoice, TCS staff will contact you either by telephone or in writing. The Department's Accounting Section then processes the invoices into payment schedules which are then sent to the State Controller's Office (SCO) where the payment warrant (check) is prepared and mailed. This process must occur within the following time frames as established by Senate Bill 937 known as the Prompt Payment Act:

Non-Profit Organizations

These timeframes are reserved for non-profit organizations who have qualified for the prompt payment stamp issued through the Department of General Services, OSBDC, and whose invoices have been stamped with the prompt payment stamp.

Agency	Processing Time *(calendar days)*
TCS	five days
Accounting	ten days
State Controller's Office	fifteen days
Total Processing Time	***thirty (30) days***

All Other Businesses

Agency	Processing Time *(calendar days)*
TCS	ten days
Accounting	twenty days
State Controller's Office	fifteen days
Total Processing Time	***forty-five (45) days***

In accordance with the Prompt Payment Act, if the Department does not pay invoices within the time frames noted above, a late payment penalty must automatically be calculated. This late payment penalty will be paid to the contractor at the same time the invoice is paid. Contractors with a contract total of more than $500,000 are **not** eligible for the late payment penalty.

Refer to **Illustration 202** for an Invoice Flow Chart that provides an overview of the invoice process.

203 Invoice Format

Submit invoices to claim reimbursement for **actual** expenditures incurred during the invoice period which are: 1) contained in and meet the definition of approved line items in your budget justification; and 2) used solely for deliverables, goals, and objectives contained in your contract's scope of work. You may submit supplemental invoices to TCS for expenditures which were incurred during the term of the contract, but have not been previously billed. Refer to Section 205 for more information on supplemental invoices.

TCS is providing you with an Invoice Forms as follows:

- **Attachment A1** (for contracts effective July 1, 2005 or earlier),
- **Attachment A2** (for contracts effective July 1, 2007 or later), and
- **Attachment A3** (for personal/consultant Service contracts).

These forms must be used when requesting reimbursement for your TCS contract expenses. On the reverse of the form are detailed instructions to follow in completing the form. If your agency has sufficient computer and spreadsheet capability, you may create a computer-generated version of the invoice form provided the computer-generated version fully conforms to the format and contains all the required information (with the exception of the instructions on the reverse of the form). Please ensure your version fits on 8 ½ x 11" size paper. You can also download these forms at the following web site: http://www.tcspartners.org/Main/WebSite/tcsforms.htm.

Completed invoice samples can be found in Illustrations section of this chapter:

- **Illustration 203-1** (for contract terms effective July 1, 2005 or earlier),
- **Illustration 203-2** (for contract terms effective July 1, 2007 or later), and
- **Illustration 203-3** (for personal/consultant service contracts).

204 Processing Guidelines

You can help prevent delays in processing your invoice by following these guidelines:

√ If in doubt, contact your TCS contract manager regarding questions or potential problems **before** submitting your invoice. This will help prevent errors and delays in invoice processing and payment.

√ The invoice must have an **original** signature using a pen color other than black ink. **Do not use black ink to sign the invoice** since black ink often resembles a photocopied signature. An invoice signed in black ink may be rejected for payment by the Department's Accounting Section.

√ Do not use white-out or correction tape on an original invoice. An invoice containing correction tape or white-out will be rejected for payment by the Department's Accounting Section. To correct errors, draw a line through the incorrect amount or information (i.e., address) and enter the correct amount or information next to it. Any correction that increases the total invoice amount will be rejected for payment by the Department's Accounting Section: you must complete a new invoice for such corrections.

√ Make sure that the percentages shown for the Fringe Benefits and Indirect Costs line items match or are within the specified percentage range in the approved contract budget justification. Show the **actual** Fringe Benefit and Indirect Cost rates for the invoice period. Any increases in Fringe Benefits or Indirect Costs expenses above the approved range in your contract must have prior written approval from the State. Any increases without prior written approval will not be allowed. **At no time can the Indirect Cost rate exceed 25% of Personnel and Fringe, regardless of actual costs.**

√ When an invoice includes an equipment expense a contractor equipment purchase form (Contractor Equipment Purchased with CDPH Funds) **must** accompany the invoice or the equipment expense will be disallowed. Refer to Chapter 800 for information on how to complete the contractor equipment purchase form.

√ In the Subcontract and Consultant category, each subcontractor/consultant is to be listed separately as individual line items, as shown in the approved contract budget justification.

√ In the Other Costs category, each item is listed separately as individual line items, as shown in the approved contract budget justification.

√ Columns 2, 3, and 4 must reflect **only** the current fiscal year figures. Do not show the figures for the entire contract term. These budget columns will change each fiscal year according to the approved budget in your contract.

√ When an invoice contains an expense related to a subcontract agreement, whether with an agency or individual, that costs $50,000 or more, TCS must review the subcontract agreement **before** reimbursement of those expenses can be made. If the subcontract agreement has not been approved prior to expenses being claimed on an invoice, the expenses will be disallowed. Refer to Chapter 600 for information on subcontract agreements.

√ Calculate your invoices accurately. Mathematical errors prevent the timely processing of invoices and delay payment. Errors that when corrected increase the total invoice amount will be rejected by the Department's Accounting Section. TCS may have you complete a new invoice for such corrections or, if appropriate, submit a supplemental invoice for the difference at a later date.

√ If the address payments are sent to changes during the contract term, submit to TCS: 1) a letter indicating the new payment address; and, 2) a revised Payee Data Record Form, STD 204 (**Attachment B**). TCS will transmit notification to the Department's Accounting Section so that checks are mailed to the new address. This form can also be accessed through the following web site:
http://www.tcspartners.org/Main/WebSite/tcsforms.htm

√ Although the majority of invoice line items do not require detail, the expenses charged to the State must conform to the parameters of the approved budget. Any increases (e.g.: percents of time, actual salary, space rent/lease, etc.) above the approved ranges in the budget must be pre-approved by TCS before invoicing. Refer to Chapter 500 for information on how to obtain that pre-approval.

√ TCS will withhold invoice payment if contract deliverables are not submitted timely and accurately. Submit contract deliverables such as progress reports, subcontract agreement documentation, fiscal documentation, equipment purchase/inventory forms, evaluation requirements, etc. in a timely manner.

√ Send the invoice with original signature and one copy directly to your TCS contract manager. Do not mail your invoices with other TCS correspondence (e.g., progress reports, etc), except equipment forms, as they may be misdirected to the wrong TCS staff and, therefore, delay payment processing. Please use the address specified in Section 201 above.

205 Supplemental Invoices

A supplemental invoice may be necessary if an invoice previously submitted to TCS did not include all the incurred expenses during a given month. For example, in August you realize that you incurred an additional $150.00 in Operating Expenses during the month of May which was not included on the May invoice submitted to TCS. Please do **not** include this additional expense on the next regular monthly invoice. You **must** submit a supplemental invoice claiming ***just the additional expense***, label the invoice as "May Supplemental." See **Illustration 205** for a sample Supplemental Invoice.

TCS will review supplemental invoices in the same way that the original invoice was reviewed. The points outlined in Section 204 above also apply to supplemental invoices. In addition, if the supplemental expenses are for Indirect Costs, TCS will review the original invoice and the supplemental invoice combined to ensure that the approved indirect rate in the budget or TCS' indirect rate cap of 25% are not exceeded.

Occasionally, adjustments made via a supplemental invoice may result in a negative amount as the "Total Payment Requested." This means that you over billed the contract and money is due back to the State. When this situation occurs, TCS will hold the negative supplemental invoice until you submit your next regular monthly invoice. The regular monthly invoice will be processed for payment minus the amount of the negative invoice. For example:

2/98 Negative Supplemental Invoice is:	($250.00)
6/98 Regular Monthly Invoice is:	$6,598.00
Less the negative invoice:	-($250.00)
Total Payment of the 6/98 Invoice:	$6,348.00

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INVOICE PROCESSING GUIDELINES

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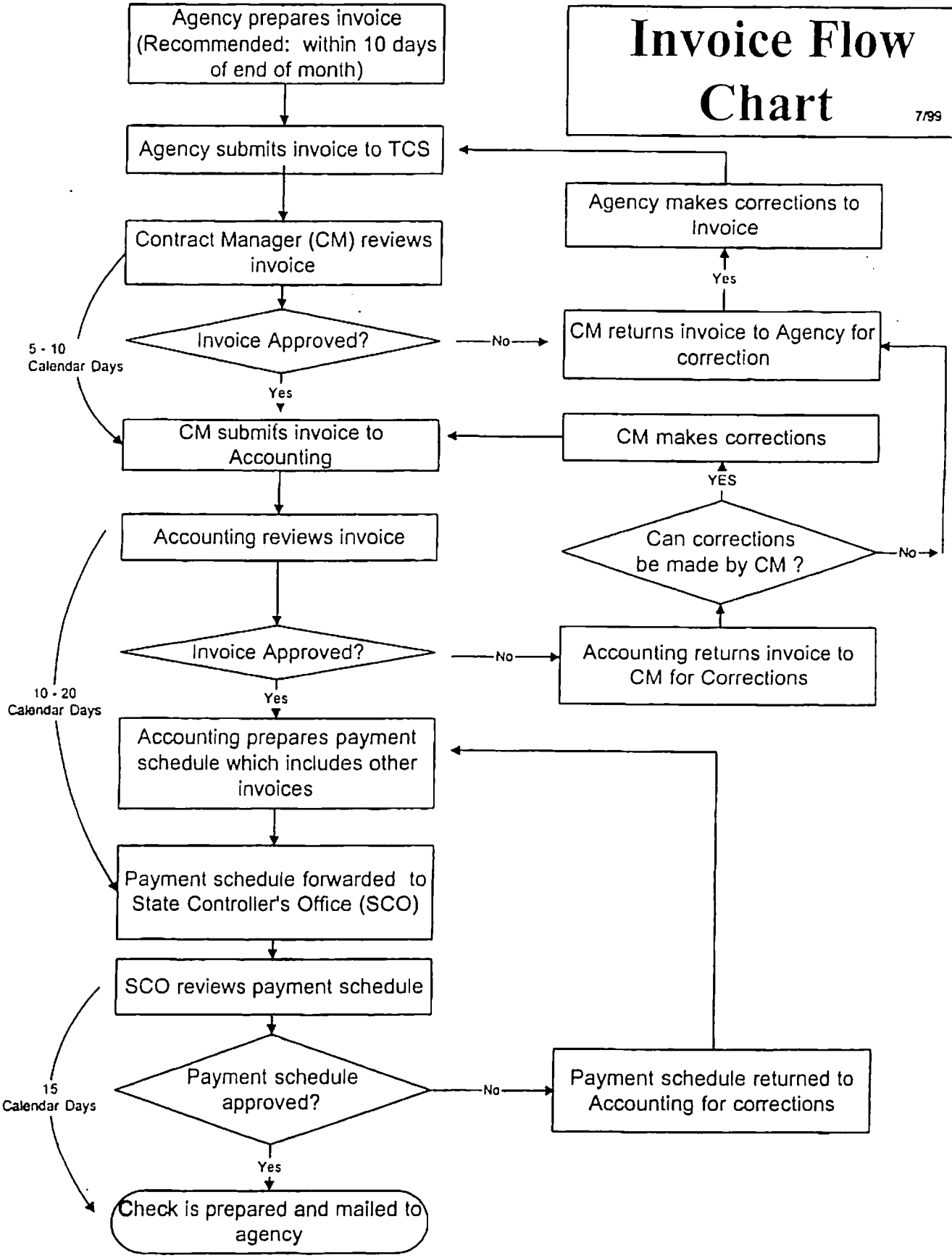
205 Sample Supplemental Invoice 12

Invoice Flow Chart

7/99



30-45 Total calendar days for Invoice processing

Illustration 202

INVOICE FORM

(See Reverse for Instructions)

ATTACHMENT A1

California Department of Public Health
CDIC/Tobacco Control Section
MS 7206
P. O. Box 997377
Sacramento, CA 95899-7377

Date: August 15, 2005

Contractor Name/Address (where warrant is to be mailed)
[ ] Check if different from address on contract

Check for Final Invoice [ ]

Agency Name ABC Community Services Agency

Contract No: 04-00000

Address 1234 Anywhere Street

Term of Contract: 07/01/04-06/30/07

Anyplace, CA 90000

Period of Invoice: July 1, 2005

Telephone (000) 000-0000

Budget Categories (1)	FY 05/06 Approved Budget (2)	Actual Expenses This Period (3)	Cumulative Expenses To Date (4)	Unexpended Balance (5)
A. PERSONNEL COSTS	27,524.00	2,293.67	4,587.34	22,936.66
B. FRINGE BENEFITS @ 19.2% of Personnel Costs	5,284.00	440.38	880.76	4,403.24
TOTAL PERSONNEL EXPENSES	32,808.00	2,734.05	5,468.10	27,339.90
C. OPERATING EXPENSES	10,552.00	879.33	1,758.66	8,793.34
D. EQUIPMENT EXPENSES / / *Equipment Purchase Form attached*	0.00	0.00	0.00	0.00
E. TRAVEL/PER DIEM & TRAINING (at State DPA Rates)	6,169.00	416.67	833.34	5,335.66
F. SUBCONTRACTS and CONSULTANTS *(List each item separately)*				
1. Mini-Grants	0.00	0.00	0.00	0.00
2. Media-Consultant	6,500.00	541.67	1,083.34	5,416.66
3. Evaluation Consultant	21,833.00	1,250.00	2,500.00	19,333.00
TOTAL SUBCONTRACTS and CONSULTANTS	28,333.00	1,791.67	3,583.34	24,749.66
G. OTHER COSTS *(List each item separately)*				
1. Educational Materials	1,995.00	166.25	332.50	1,662.50
2. Promotional Items	1,500.00	239.58	479.16	1,020.84
3. Incentives	1,375.00	250.00	355.00	1,020.00
4. Media	5,316.00	579.17	1,158.34	4,157.66
5. Sponsorships	3,750.00	1,200.00	1,700.00	2,050.00
TOTAL OTHER COSTS	13,936.00	2,435.00	4,025.00	9,911.00
H. INDIRECT COSTS @ 25% of Total Personnel Expenses	8,202.00	683.52	1,367.04	6,834.96
TOTAL EXPENSES	100,000.00	8,940.24	17,035.48	82,964.52
Amount to be Applied Against Advance Payment		0.00		
TOTAL PAYMENT REQUESTED		8,940.24		

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature & Date of Authorized Contractor Representative

FOR STATE USE ONLY

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature of Authorized TCS Staff Date

ILLUSTRATION 203-1

INVOICE FORM

(See Reverse for Instructions)

ATTACHMENT A2

California Department of Public Health
CDIC/Tobacco Control Section
MS 7206
P. O. Box 997377
Sacramento, CA 95899-7377

Date: November 15, 2007

Contractor Name/Address (where warrant is to be mailed)
[ ] Check if different from address on contract

Check for Final Invoice [ ]

Agency Name ABC Community Services Agency

Contract No: 07-00000

Address 1234 Anywhere Street

Term of Contract: 07/01/07-06/30/09

Anyplace, CA 90000

Period of Invoice: October 2007

Telephone (000) 000-0000

Budget Categories (1)	FY 07/08 Approved Budget (2)	Actual Expenses This Period (3)	Cumulative Expenses To Date (4)	Unexpended Balance (5)
A. PERSONNEL COSTS	27,524.00	2,293.67	4,587.34	22,936.66
B. FRINGE BENEFITS @ 19.2% of Personnel Costs	5,284.00	440.38	880.76	4,403.24
TOTAL PERSONNEL EXPENSES	32,808.00	2,734.05	5,468.10	27,339.90
C. OPERATING EXPENSES	10,552.00	879.33	1,758.66	8,793.34
D. EQUIPMENT EXPENSES / / *Equipment Purchase Form attached*	0.00	0.00	0.00	0.00
E. TRAVEL/PER DIEM & TRAINING (at State DPA Rates)	6,169.00	416.67	833.34	5,335.66
F. SUBCONTRACTS and CONSULTANTS *(List each item separately)*				
1. Media-Consultant	6,500.00	541.67	1,083.34	5,416.66
2. Evaluation Consultant	21,833.00	1,250.00	2,500.00	19,333.00
TOTAL SUBCONTRACTS and CONSULTANTS	28,333.00	1,791.67	3,583.34	24,749.66
G. OTHER COSTS *(List each item separately)*				
1. Educational Materials	1,995.00	166.25	332.50	1,662.50
2. Promotional Items	1,500.00	239.58	479.16	1,020.84
3. Incentives	1,375.00	250.00	355.00	1,020.00
4. Media	5,316.00	579.17	1,158.34	4,157.66
5. Sponsorships	3,750.00	1,200.00	1,700.00	2,050.00
TOTAL OTHER COSTS	13,936.00	2,435.00	4,025.00	9,911.00
H. INDIRECT COSTS @ 25% of Total Personnel Expenses	8,202.00	683.52	1,367.04	6,834.96
TOTAL EXPENSES	100,000.00	8,940.24	17,035.48	82,964.52
TOTAL PAYMENT REQUESTED		8,940.24		

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature & Date of Authorized Contractor Representative

FOR STATE USE ONLY

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature of Authorized TCS Staff | Date

INVOICE FORM

(See Reverse for Instructions)

California Department of Public Health
CDIC/Tobacco Control Section
MS 7206
P. O. Box 997377
Sacramento, CA 95899-7377

Date: August 18, 2007

Contractor Name/Address (where warrant is to be mailed)
[ ] Check if different from address on contract
Agency Name ABC Research Agency
Address 1234 Anywhere Street
Anyplace, CA 00000
Telephone (000) 000-0000

Check for Final Invoice [ ]
Contract No: 07-00000
Term of Contract: 07/01/07-06/30/10
Period of Invoice: July 2007

Budget Categories (1)	FY 07/08 Approved Budget (2)	Actual Expenses This Period (3)	Cumulative Expenses To Date (4)	Unexpended Balance (5)
A. PERSONNEL *(List each item separately)*				
1. Project Director	55,000.00	4,583.00	4,583.00	50,417.00
2. Project Coordinator	45,000.00	3,750.00	3,750.00	41,250.00
3. Health Educator	35,000.00	2,916.00	2,916.00	32,084.00
B. FRINGE BENEFITS @ 28% of Personnel Costs	37,800.00	3,149.00	3,149.00	34,651.00
TOTAL PERSONNEL EXPENSES	172,800.00	14,398.00	14,398.00	158,402.00
C. OPERATING EXPENSES *(List each item separately)*				
1. TCS Communications Network (Partners)	600.00	50.00	50.00	550.00
2. Space Rent/Lease	8,100.00	675.00	675.00	7,425.00
3. General Expenses	7,500.00	459.00	459.00	7,041.00
4. Printing	2,500.00	0.00	0.00	2,500.00
5. Equipment Rental	500.00	42.00	42.00	458.00
6. Audit Expenses	1,800.00	0.00	0.00	1,800.00
TOTAL OPERATING EXPENSES	21,000.00	1,226.00	1,226.00	19,774.00
D. EQUIPMENT EXPENSES	0.00	0.00	0.00	0.00
E. TRAVEL/PER DIEM & TRAINING	12,000.00	125.00	125.00	11,875.00
F. SUBCONTRACTS *(List each item separately)*				
1. ABC	23,000.00	0.00	0.00	23,000.00
2. DEF	18,000.00	1,500.00	1,500.00	16,500.00
3. GHI	45,000.00	3,750.00	3,750.00	41,250.00
TOTAL SUBCONTRACTS	86,000.00	5,250.00	5,250.00	80,750.00
G. OTHER COSTS *(List each item separately)*				
1. Educational Materials	1,390.00	390.00	390.00	1,000.00
2. Promotional Items	2,657.00	0.00	0.00	2,657.00
3. Incentives	1,235.00	0.00	0.00	1,235.00
4. Facility Rentals	1,500.00	150.00	150.00	1,350.00
TOTAL OTHER COSTS	6,782.00	540.00	540.00	6,242.00
H. INDIRECT COSTS @ 20% of Total Personnel Expenses	34,560.00	2,880.00	2,880.00	31,680.00
TOTAL EXPENSES	333,142.00	24,419.00	23,193.00	309,949.00
Progress Payment Withhold (10% of total expenses)		2,442.00		
TOTAL PAYMENT REQUESTED		21,977.00		

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature & Date of Authorized Contractor Representative

FOR STATE USE ONLY

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature of Authorized TCS Staff Date

Illustration 203-3

INVOICE FORM

(See Reverse for Instructions)

ATTACHMENT A1

California Department of Public Health
CDIC/Tobacco Control Section
MS 7206
P. O. Box 997377
Sacramento, CA 95899-7377

Date: August 15, 2005

Contractor Name/Address (where warrant is to be mailed)
[ ] Check if different from address on contract

Check for Final Invoice [ ]

Agency Name ABC Community Services Agency

Contract No: 04-00000

Address 1234 Anywhere Street

Term of Contract: 07/01/04-06/30/07

Anyplace, CA 90000

Period of Invoice: July 2005 "Supplemental"

Telephone (000) 000-0000

Budget Categories (1)	FY 05/06 Approved Budget (2)	Actual Expenses This Period (3)	Cumulative Expenses To Date (4)	Unexpended Balance (5)
A. PERSONNEL COSTS	27,524.00	0.00	4,587.34	22,936.66
B. FRINGE BENEFITS @ 19.2% of Personnel Costs	5,284.00	0.00	880.76	4,403.24
TOTAL PERSONNEL EXPENSES	32,808.00	0.00	5,468.10	27,339.90
C. OPERATING EXPENSES	10,552.00	150.00	1,758.66	8,793.34
D. EQUIPMENT EXPENSES / / *Equipment Purchase Form attached*	0.00	0.00	0.00	0.00
E. TRAVEL/PER DIEM & TRAINING (at State DPA Rates)	6,169.00	0.00	833.34	5,335.66
F. SUBCONTRACTS and CONSULTANTS *(List each item separately)*				
1. Mini-Grants	0.00	0.00	0.00	0.00
2. Media-Consultant	6,500.00	0.00	1,083.34	5,416.66
3. Evaluation Consultant	21,833.00	0.00	2,500.00	19,333.00
TOTAL SUBCONTRACTS and CONSULTANTS	28,333.00	0.00	3,583.34	24,749.66
G. OTHER COSTS *(List each item separately)*				
1. Educational Materials	1,995.00	0.00	332.50	1,662.50
2. Promotional Items	1,500.00	0.00	479.16	1,020.84
3. Incentives	1,375.00	0.00	355.00	1,020.00
4. Media	5,316.00	0.00	1,158.34	4,157.66
5. Sponsorships	3,750.00	0.00	1,700.00	2,050.00
TOTAL OTHER COSTS	13,936.00	0.00	4,025.00	9,911.00
H. INDIRECT COSTS @ 25% of Total Personnel Expenses	8,202.00	0.00	1,367.04	6,834.96
TOTAL EXPENSES	100,000.00	150.00	17,035.48	82,964.52
Amount to be Applied Against Advance Payment		0.00		
TOTAL PAYMENT REQUESTED		150.00		

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature & Date of Authorized Contractor Representative

FOR STATE USE ONLY

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature of Authorized TCS Staff Date

CHAPTER 200
INVOICE PROCESSING GUIDELINES

ATTACHMENTS

Page

A1 Invoice Form for Contracts Effective 07/01/05 and earlier 14

A2 Invoice Form for Contracts Effective 07/01/07 and later 16

A3 Invoice Form for Personal/Consultant Service Contracts 18

B STD 204, Payee Data Record 20

California Department of Pulbic Health
CDIC/Tobacco Control Section
MS 7206
P. O. Box 997377
Sacramento, CA 95899-7377

INVOICE FORM

(See Reverse for Instructions)

ATTACHMENT A1

Date: _____

Contractor Name/Address (where warrant is to be mailed)
[ ] Check if different from address on contract

Check for Final Invoice [ ]

Contract No: _____

Term of Contract: _____

Period of Invoice: _____

Agency Name _____

Address _____

_____

Telephone (____)

Budget Categories (1)	FY _____ Approved Budget (2)	Actual Expenses This Period (3)	Cumulative Expenses To Date (4)	Unexpended Balance (5)
A. PERSONNEL COSTS				0.00
B. FRINGE BENEFITS @ _____ of Personnel Costs				0.00
TOTAL PERSONNEL EXPENSES	0.00	0.00	0.00	0.00
C. OPERATING EXPENSES				0.00
D. EQUIPMENT EXPENSES *[ ] Equipment Purchase Form attached*				0.00
E. TRAVEL/PER DIEM & TRAINING (at State DPA Rates)				0.00
F. SUBCONTRACTS and CONSULTANTS *(List each item separately)*				
1. Mini-Grants				0.00
2. Media-Consultant				0.00
3. Evaluation Consultant				0.00
TOTAL SUBCONTRACTS and CONSULTANTS	0.00	0.00	0.00	0.00
G. OTHER COSTS *(List each item separately)*				
1. Educational Materials				0.00
2. Promotional Items				0.00
3. Incentives				0.00
4. Media				0.00
5. Sponsorships				0.00
TOTAL OTHER COSTS	0.00	0.00	0.00	0.00
H. INDIRECT COSTS @ _____ of Total Personnel Expenses				0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00
Amount to be Applied Against Advance Payment		0.00		
TOTAL PAYMENT REQUESTED		0.00		

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature & Date of Authorized Contractor Representative

FOR STATE USE ONLY

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature of Authorized TCS Staff *Date*

TOP SECTION

Fill in the complete name, address (where warrant is to be mailed), telephone number, contract number, and term of the contract. Be sure to check the box if payment address differs from address on the actual contract, and submit a letter and revised STD 204 to Tobacco Control Section indicating your new payment address. Indicate the date that the invoice was prepared and the period of the invoice (period during which expenses were incurred).

COLUMN 1 - BUDGET CATEGORIES

A. Personnel Costs: Expenses associated with all personnel positions listed in the budget justification. Provide only lump sum expenses; do not include detail for each position.

B. Fringe Benefits: Complete the fringe benefits line item in accordance with the contract budget. Provide the actual fringe benefits percentage rate for the invoice period in the space provided and calculate the actual amount as a percentage of the Personnel Costs line item.

Total Personnel Expenses: Add Items A - B to compute the Total Personnel Expenses.

C. Operating Expenses: Include all expenses associated with the subcategory line items identified in the budget justification. Provide only lump sum expenses; do not include detail for each line item.

D. Equipment Expenses: If equipment purchases were approved through the budget process, provide the total amount of equipment expenses during the invoice period and attach a completed equipment purchase form (see Chapter 800 of the Competitive Grantees Administrative and Policy Manual).

E. Travel/Per Diem and Training: Include travel and training expenses incurred in accordance with the State Department of Personnel Administration rates. Expenses must be in accordance with the approved budget justification.

F. Subcontracts and Consultants: Include costs associated with subcontractors/consultants to do specialized tasks in conformance with the contract scope of work and budget. Costs must be listed individually for each subcontractor/consultant. Include an attachment if space is not sufficient.

G. Other Costs: Include all expenses associated with the subcategory line items identified in the budget justification. Costs must be listed individually. Include an attachment if space is not sufficient.

H. Indirect Costs: Complete the indirect costs in accordance with the contract budget (not to exceed 25%). Provide the actual indirect costs percentage rate billed for the invoice period in the space provided and calculate the amount as a percentage of the Total Personnel Expenses line item.

Total Expenses: Add Items A - H to compute the Total Expenses.

COLUMN 2 - APPROVED BUDGET: This is the approved budget for the fiscal year in which the expenses were incurred. With each new state fiscal year (July 1) the budget amounts will change to reflect that fiscal year budget. Amounts entered in this column should be identical to the approved budget amount for the appropriate fiscal year. These figures cannot be changed without prior approval by the Tobacco Control Section.

COLUMN 3 - ACTUAL EXPENSES THIS PERIOD: Use this column to record the actual expenses for each line item during the invoice period. For budgeted line items that do not have expenditures during the invoice period, signify with -0-. For line items without an allocation, indicate "N/A" (does not apply) on the line item. Attach an additional sheet if further explanation for any line item(s) is necessary.

COLUMN 4 - CUMULATIVE EXPENSES TO DATE: This column is the total of all expenses paid under the contract for the current fiscal year through the current invoice period.

COLUMN 5 - UNEXPENDED BALANCE: The amount in this column should be the difference between Column 2 (Approved Budget) and Column 4 (Cumulative Expenses to Date). Column 2 - Column 4 = "Unexpended Balance" (Column 5).

ADVANCE PAYMENT: Applies only to some contracts. Your contract must contain Advance Payment Provisions to be eligible for an advance payment. This space is provided for the contractors that were eligible for and received an advance payment. Use this space to deduct the advance payment in accordance with the Advance Payment Provisions of your contract.

TOTAL PAYMENT REQUESTED: The amount in this column reflects the sum requested for invoice payment.

SIGNATURE SECTION: Original signature of authorized contractor representative and the date must appear on the invoice. Use other than black ink (BLUE ink is recommended) for original signature.

California Department of Public Health
CDIC/Tobacco Control Section
MS 7206
P. O. Box 997377
Sacramento, CA 95899-7377

INVOICE FORM

(See Reverse for Instructions)

ATTACHMENT A2

Date: _____

Contractor Name/Address (where warrant is to be mailed)
[ ] Check if different from address on contract

Check for Final Invoice [ ]

Agency Name _____

Contract No: _____

Address _____

Term of Contract: _____

Period of Invoice: _____

Telephone (____) _____

Budget Categories (1)	FY _____ Approved Budget (2)	Actual Expenses This Period (3)	Cumulative Expenses To Date (4)	Unexpended Balance (5)
A. PERSONNEL COSTS				0.00
B. FRINGE BENEFITS @ _____ of Personnel Costs				0.00
TOTAL PERSONNEL EXPENSES	0.00	0.00	0.00	0.00
C. OPERATING EXPENSES				0.00
D. EQUIPMENT EXPENSES / / *Equipment Purchase Form attached*				0.00
E. TRAVEL/PER DIEM & TRAINING (at State DPA Rates)				0.00
F. SUBCONTRACTS and CONSULTANTS *(List each item separately)*				
1. Evaluation Consultant				0.00
2.				0.00
3.				0.00
TOTAL SUBCONTRACTS and CONSULTANTS	0.00	0.00	0.00	0.00
G. OTHER COSTS *(List each item separately)*				
1. Educational Materials				0.00
2. Promotional Items				0.00
3. Incentives				0.00
4. Media				0.00
5. Sponsorships				0.00
TOTAL OTHER COSTS	0.00	0.00	0.00	0.00
H. INDIRECT COSTS @ _____ of Total Personnel Expenses				0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00
TOTAL PAYMENT REQUESTED		0.00		

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature & Date of Authorized Contractor Representative

FOR STATE USE ONLY

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature of Authorized TCS Staff Date

TOP SECTION

Fill in the complete name, address (where warrant is to be mailed), telephone number, contract number, and term of the contract. Be sure to check the box if payment address differs from address on the actual contract, and submit a letter and revised STD 204 to Tobacco Control Section indicating your new payment address. Indicate the date that the invoice was prepared and the period of the invoice (period during which expenses were incurred).

COLUMN 1 - BUDGET CATEGORIES

A. Personnel Costs: Expenses associated with all personnel positions listed in the budget justification. Provide only lump sum expenses; do not include detail for each position.

B. Fringe Benefits: Complete the fringe benefits line item in accordance with the contract budget. Provide the actual fringe benefits percentage rate for the invoice period in the space provided and calculate the actual amount as a percentage of the Personnel Costs line item.

Total Personnel Expenses: Add Items A - B to compute the Total Personnel Expenses.

C. Operating Expenses: Include all expenses associated with the subcategory line items identified in the budget justification. Provide only lump sum expenses; do not include detail for each line item.

D. Equipment Expenses: If equipment purchases were approved through the budget process, provide the total amount of equipment expenses during the invoice period and attach a completed equipment purchase form (see Chapter 800 of the Competitive Grantees Administrative and Policy Manual).

E. Travel/Per Diem and Training: Include travel and training expenses incurred in accordance with the State Department of Personnel Administration rates. Expenses must be in accordance with the approved budget justification.

F. Subcontracts and Consultants: Include costs associated with subcontractors/consultants to do specialized tasks in conformance with the contract scope of work and budget. Costs must be listed individually for each subcontractor/consultant. Include an attachment if space is not sufficient.

G. Other Costs: Include all expenses associated with the subcategory line items identified in the budget justification. Costs must be listed individually. Include an attachment if space is not sufficient.

H. Indirect Costs: Complete the indirect costs in accordance with the contract budget (not to exceed 25%). Provide the actual indirect costs percentage rate billed for the invoice period in the space provided and calculate the amount as a percentage of the Total Personnel Expenses line item.

Total Expenses: Add Items A - H to compute the Total Expenses.

COLUMN 2 - APPROVED BUDGET: This is the approved budget for the fiscal year in which the expenses were incurred. With each new state fiscal year (July 1) the budget amounts will change to reflect that fiscal year budget. Amounts entered in this column should be identical to the approved budget amount for the appropriate fiscal year. These figures cannot be changed without prior approval by the Tobacco Control Section.

COLUMN 3 - ACTUAL EXPENSES THIS PERIOD: Use this column to record the actual expenses for each line item during the invoice period. For budgeted line items that do not have expenditures during the invoice period, signify with -0-. For line items without an allocation, indicate "N/A" (does not apply) on the line item. Attach an additional sheet if further explanation for any line item(s) is necessary.

COLUMN 4 - CUMULATIVE EXPENSES TO DATE: This column is the total of all expenses paid under the contract for the current fiscal year through the current invoice period.

COLUMN 5 - UNEXPENDED BALANCE: The amount in this column should be the difference between Column 2 (Approved Budget) and Column 4 (Cumulative Expenses to Date). Column 2 - Column 4 = "Unexpended Balance" (Column 5).

TOTAL PAYMENT REQUESTED: The amount in this column reflects the sum requested for invoice payment.

SIGNATURE SECTION: Original signature of authorized contractor representative and the date must appear on the invoice. Use other than black ink (BLUE ink is recommended) for original signature.

INVOICE FORM

(See Reverse for Instructions)

California Department of Public Health
CDIC/Tobacco Control Section
MS 7206
P. O. Box 997377
Sacramento, CA 95899-7377

Date: _____

Contractor Name/Address (where warrant is to be mailed)
[ ] Check if different from address on contract

Check for Final Invoice [ ]

Contract No:

Term of Contract:

Period of Invoice:

Agency Name _____

Address _____

_____

Telephone ( )

Budget Categories (1)	FY ____ Approved Budget (2)	Actual Expenses This Period (3)	Cumulative Expenses To Date (4)	Unexpended Balance (5)
A. PERSONNEL *(List each item separately)*				
				0.00
				0.00
				0.00
B. FRINGE BENEFITS @ ____% of Personnel Costs				0.00
TOTAL PERSONNEL EXPENSES	0.00	0.00	0.00	0.00
C. OPERATING EXPENSES *(List each item separately)*				
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
TOTAL OPERATING EXPENSES	0.00	0.00	0.00	0.00
D. EQUIPMENT EXPENSES				0.00
E. TRAVEL				0.00
F. SUBCONTRACTS *(List each item separately)*				
				0.00
				0.00
				0.00
TOTAL SUBCONTRACTS	0.00	0.00	0.00	0.00
G. OTHER COSTS *(List each item separately)*				
				0.00
				0.00
				0.00
				0.00
TOTAL OTHER COSTS	0.00	0.00	0.00	0.00
H. INDIRECT COSTS @ ____% of Total Personnel Expenses				0.00
TOTAL EXPENSES	0.00	0.00	0.00	0.00
Progress Payment Withhold (10% of total expenses)		0.00		
TOTAL PAYMENT REQUESTED		0.00		

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

_____
Signature & Date of Authorized Contractor Representative

FOR STATE USE ONLY

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Signature of Authorized TCS Staff Date

TOP SECTION

Fill in the complete name, address (where warrant is to be mailed), telephone number, contract number, and term of the contract. Be sure to check the box if payment address differs from address on the actual contract, and submit a letter and revised STD 204 to Tobacco Control Section indicating your new payment address. Indicate the date that the invoice was prepared and the period of the invoice (period during which expenses were incurred).

COLUMN 1 - BUDGET CATEGORIES

A. Personnel Costs: Expenses associated with all personnel positions listed in the budget justification. Provide detailed expenses for each position.

B. Fringe Benefits: Complete the fringe benefits line item in accordance with the budget. Provide the actual fringe benefits percentage rate for the invoice period in the space provided and calculate the actual amount as a percentage of the Personnel Costs line item.

Total Personnel Expenses: Add Items A - B to compute the Total Personnel Expenses.

C. Operating Expenses: Include all expenses associated with the subcategory line items identified in the budget justification. Provide detail expenses for each line item.

D. Equipment Expenses: If equipment purchases were approved through the budget process, provide the total amount of equipment expenses during the invoice period and attach a completed equipment purchase form (see Chapter 800 of the Competitive Grantees Administrative and Policy Manual).

E. Travel: Include travel and training expenses incurred in accordance with the contract, at State Department of Personnel Administration rates. Expenses must be in accordance with the approved budget justification.

F. Subcontracts: Include costs associated with subcontractors/consultants to do specialized tasks in conformance with the contract scope of work and budget. Costs must be listed individually for each subcontractor/consultant. Include an attachment if space is not sufficient.

G. Other Costs: Include all expenses associated with the subcategory line items identified in the budget justification. Costs must be listed individually. Include an attachment if space is not sufficient.

H. Indirect Costs: Complete the indirect costs in accordance with the budget (not to exceed 25%). Provide the actual indirect costs percentage rate billed for the invoice period in the space provided and calculate the amount as a percentage of the Total Personnel Expenses line item.

Total Expenses: Add Items A - H to compute the Total Expenses.

COLUMN 2 - APPROVED BUDGET: This is the approved budget for the fiscal year in which the expenses were incurred. With each new state fiscal year (July 1) the budget amounts will change to reflect that fiscal year budget. Amounts entered in this column should be identical to the approved budget amount for the appropriate fiscal year. These figures cannot be changed without prior approval by the Tobacco Control Section.

COLUMN 3 - ACTUAL EXPENSES THIS PERIOD: Use this column to record the actual expenses for each line item during the invoice period. For budgeted line items that do not have expenditures during the invoice period, signify with -0-. For line items without an allocation, indicate "N/A" (does not apply) on the line item. Attach an additional sheet if further explanation for any line item(s) is necessary.

COLUMN 4 - CUMULATIVE EXPENSES TO DATE: This column is the total of all expenses paid under the contract for the current fiscal year through the current invoice period.

COLUMN 5 - UNEXPENDED BALANCE: The amount in this column should be the difference between Column 2 (Approved Budget) and Column 4 (Cumulative Expenses to Date). Column 2 - Column 4 = "Unexpended Balance" (Column 5).

PROGRESS PAYMENT WITHHOLD: In accordance with the contract language, 10% must be withheld from each invoice. Use this space to deduct the 10% from the "Total Expenses."

TOTAL PAYMENT REQUESTED: The amount in this column reflects the sum requested for invoice payment.

SIGNATURE SECTION: Original signature of authorized contractor representative and the date must appear on the invoice. Use other than black ink (BLUE ink is recommended) for original signature.

State of California—Department of Health Services

PAYEE DATA RECORD

Attachment B

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

1

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)	
SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS
MAILING ADDRESS	BUSINESS ADDRESS
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

3

PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): ☐☐ – ☐☐☐☐☐☐☐

☐ PARTNERSHIP

☐ ESTATE OR TRUST

CORPORATION:
- ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
- ☐ LEGAL (e.g., attorney services)
- ☐ EXEMPT (nonprofit)
- ☐ ALL OTHERS

☐ INDIVIDUAL OR SOLE PROPRIETOR
ENTER SOCIAL SECURITY NUMBER: ☐☐☐ – ☐☐ – ☐☐☐☐

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4

PAYEE RESIDENCY TYPE

☐ California resident—qualified to do business in California or maintains a permanent place of business in California.

☐ California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.
- ☐ No services performed in California.
- ☐ Copy of Franchise Tax Board waiver of State withholding attached.

5

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	
SIGNATURE	DATE	TELEPHONE ( )

6

Please return completed form to:

Department/Office: California Department of Public Health

Unit/Section: Tobacco Control Section

Mailing Address: MS 7206, P. O. Box 997377

City/State/ZIP: Sacramento, CA 95899-7377

Telephone: (916) 449-5500 **FAX:** (916) 449-5505

E-Mail Address:

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (Page 2)

Attachment B

1	**Requirement to Complete Payee Data Record, STD. 204** A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	**Are you a California resident or nonresident?** A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.

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Fiscal Documentation

CHAPTER 300
FISCAL DOCUMENTATION/RECORDING KEEPING AND AUDIT REQUIREMENTS

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CHAPTER 300
FISCAL DOCUMENTATION/RECORDING KEEPING AND AUDIT REQUIREMENTS

301 General

The TCS would like to call your attention to several contractual requirements outlined in your contract and the agency documentation requirements form. We direct your attention to the following: (1) "Audit and Record Retention" language from your contract with TCS; (2) the "Agency Documentation Requirements" form your agency signed as part of your application submitted in response to the TCS Request For Applications; and (3) the Financial and Compliance Audit Requirements language from your contract with TCS. These items are discussed in further detail in the following sections.

Submit all required documents to the following address:

(Name of your assigned contract manager)
California Department of Public Health
CDIC/Tobacco Control Section
MS 7206
P. O. Box 997377
Sacramento, CA 95899-7377

302 Fiscal Documentation/Record Keeping

Illustration 302-1 is an excerpt from the contract language which requires contractors to maintain financial records documenting all direct and indirect costs incurred in the performance of this contract. This paragraph also grants the State access to these records.

A. Access To Records

In order for TCS to ascertain your agency's adherence to the financial documentation requirements of the contract language, TCS requires that backup or supporting documentation be submitted as follows:

1. New Contractor

Please note that "new contractor" is defined as an agency who 1) has never been funded by TCS before, 2) has had a gap in TCS funding of more than one year, or 3) is currently funded, however, the new contract is staffed by totally different people.

All new contractors are required to provide with the fourth monthly invoice immediately following the beginning of your contract term the backup or supporting documentation for all expenses billed. If your billing period is other than monthly (e.g., quarterly), contact your contract manager for instructions on how to submit documentation to verify your monthly expenses.

After this initial documentation process is completed, new contractors will fall under the criteria of "existing contractor" and will be required to comply with that fiscal documentation as well.

Please refer to Item B below for the type of documentation required and the format in which it is to be submitted.

2. Existing Contractor

All existing contractors will be required to submit documentation for one of the months of February through May of each calendar year. Your contract manager (CM) will notify you by the fifteenth (15th) of the month during the month the CM has chosen for you to provide documentation (e.g., notified by April 15 that documentation will be required for the April invoice). The CM has the option of requiring documentation for every category on the invoice or selecting only a few categories to document. This information will also be provided in the notification sent by the 15th of the month. The CM's decision on how many categories to document will be based on the outcome of previous documentation. For example, if your previous documentation was not acceptable, you may be required to submit documentation for all categories again. On the other hand, if your documentation was acceptable, then the CM will select one or more categories to document.

Please refer to Item B below for the type of documentation required and the format in which it is to be submitted.

B. Type and Format of Documentation

Separate, batch and label the documentation according to the line item to which the expense is billed on your monthly invoice. Any documentation that is "batched" for each line item must equal the total amount being billed for that line item on your invoice. Please provide a calculator tape or a summary page that shows the individual amounts for each category. We do not want computer printouts from your agency as documentation. The documentation must be copies of actual receipts, bills, invoices, etc. If those items are not available you must provide an explanation. If your agency prorates their expenses among several projects, please

provide an explanation of how you arrived at the percentage charged to the tobacco education contract. In addition, for review purposes, please provide the "program code" that has been designated to the tobacco education contract.

If the documentation is not separated, batched, labeled, and calculated, it will be returned to you for correction. The invoice to which the documentation pertains will be withheld from payment processing until the documentation is submitted correctly.

This documentation should include, but is not limited to the following: *(Please batch and label your documentation according to the following outline)*

1. Personnel Expenses: all payroll records (such as copies of signed timesheets) or other personnel ledgers documenting personnel expenses which includes percent of time, actual salary, etc.;

2. Fringe Benefits: computation or records and expenditures of actual costs associated with fringe benefits and a list of items billed under fringe benefits;

3. Operating Expenses: vendor invoices, bills or receipts for all
   a. general expense purchases, i.e., office supplies, communication, postage, duplicating, TCS communication network;
   b. space rent/lease
   c. printing
   d. equipment rental
   e. audit expense, if applicable
   f. any other subcategory that may have been added.

4. Equipment Expenses: vendor invoices, bills or receipts for all equipment purchases reflected on the invoice.

5. Travel/Per Diem and Training: travel log or travel claims and training receipts, bills or invoices.

   Please keep the following points in mind when processing travel expense claims:

   - Travel Expense Claims must reflect the start and end date/time of travel so that you can correctly apply the travel reimbursement guidelines.
   - DPA Travel Reimbursement Guidelines must be applied to all employees, subcontractors, consultants, advisory committee members, etc. Refer to Chapter 400, Travel Information, for the most recent DPA Guidelines.
   - The maximum hotel reimbursement is $84.00 per night plus tax for statewide non-high cost areas; $110 per night plus tax for Los Angeles and San Diego

Counties; and $140 per night plus tax for the Counties of Alameda, San Francisco, San Mateo, and Santa Clara. Costs above the maximum are the individual's responsibility.

- This category is for travel/per diem & training expenses. It should not include conference room rentals.
- Training costs charged to this line item should be the registration fees to conferences, meetings, trainings, etc. It does not include educational materials purchased for training purposes (i.e., software training manuals).

6. Subcontracts/Consultants: Provide receipts, invoices, bills, etc., for all subcontract expenses reflected on the invoice.

7. Other Costs: vendor invoices, bills or receipts for all sub-line items within this category which may include, but is not limited to, the following:

   - Educational Materials
   - Promotional Items
   - Media
   - Sponsorships
   - Any other subcategory line item that may have been added to the Other Costs category.

8. Indirect Expenses: computation or records and expenditures of actual costs associated with indirect rates (including vendor purchase orders for outside services such as utilities, janitorial, payroll, bookkeeping, legal, etc.) and a list of items billed under indirect expenses:

9. Any other evidence to support expenses claimed for the monthly invoice.

   Backup/supporting documentation that you submit to TCS should be maintained in accordance with the "Agency Documentation Requirements" (See **Illustration 302-2**). The documentation you must keep includes, but is not limited to, the items listed on this form. For instance, agency records, where appropriate, (including timesheets and agency purchase orders), should include signatures of authorized agency officials and the dates of expense. Invoices, bills or receipts from outside vendors/businesses for indirect costs and operating expenses should identify the name of the vendor, location of vendor (e.g. address and/or phone number), item of expense, amount, and date. If expenses are "split" or shared with other contracts/programs, you should indicate the amount or percent of expense billed to the tobacco contract separate from the portion of expense billed to the contractor's other funded programs.

After examination of this information, your contract manager will communicate with you their approval or identify any problems that may exist. **Payment of the monthly invoice being documented, as well as any subsequent invoices, will be contingent upon your compliance with the requirements of this chapter.**

You should retain a copy of the materials you submit as a record of submission and to facilitate discussion with TCS in the event any questions arise from the review.

TCS retains the right to request in the future any additional monthly documentation to support expenses claimed on any monthly invoice.

303 Audit Requirements

Please carefully review the Financial and Compliance Audit Requirements language of your contract (see **Illustration 303** for a copy). TCS is requiring that all contractors which meet the definition of a "nonprofit organization" as defined in OMB Circular A-133, submit to TCS two copies of the annual financial and compliance audit report. A copy of the OMB Circular can be obtained from the following web site address:

http://www.whitehouse.gov/omb/circulars

The audit reports should be sent to the address specified in Section 301 above.

CHAPTER 300
FISCAL DOCUMENTATION/RECORDING KEEPING AND AUDIT REQUIREMENTS

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AUDIT AND RECORD RETENTION

(Applicable to agreements over $10,000.)

A. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this provision.

B. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

C. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this contract. (GS 8546.7, CCR Title 2, Section 1896).

D. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this contract, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below:

   (1) If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

E. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code Section 10115.10, if applicable.

F. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

Illustration 302-1

AGENCY DOCUMENTATION REQUIREMENTS

The California Department of Public Health may audit contracts at any time. The documentation required for each audit may typically include, but is not limited to the following:

Fiscal Records

A. General Ledger, Journals, and Charts of Accounts
B. Cash Receipts and Disbursements Journal with Supporting Documents
C. Vendor Invoices to Support Expenditures
D. Program Remittance Advices from State Controller
E. Payroll Records, including, but not limited to personnel time sheets signed/dated by the employee and supervisor reflecting actual time worked on program.
F. Travel Log, Employee Expense Claims and appropriate receipts
G. Billing Records (Program Log)
H. State and Federal Tax Withholding Records
I. Financial Statements and Independent Auditor's of County Auditor's Report
J. Computation of the Fringe Benefit of Fund Sources
K. Agency wide Budget and Listing of Fund Sources
L. Copies of Monthly Invoices to the State
M. Copies of Reimbursement Warrants and Remittance Advices from the State
N. Administrative Manuals such as Personnel Policies and Procedures, Travel Policies and Procedures

Program Records

A. Project Application (submitted in response to this RFA)
B. Contract and Contract Amendments
C. TCS Competitive Grantee Administrative and Policy Manual
D. Progress Reports and the Final Report
E. Program Audit Reports of Site Visits
F. Project Scope of Work
G. Correspondence Regarding the Contract and/or Subcontracts
H. Program implementation records that document the number of people served, materials developed, activities conducted, etc. These records may include, but are not limited to logs, sign-in sheets, meeting minutes, survey and evaluation data, etc.

Other Records

A. Board of Director's Minutes and Articles of Incorporation
B. Non-Profit State Approval Letter/Certification
C. Organization Chart (Agency wide) and Duty Statements
D. Program Correspondence Files
E. Other Program Audits of the Facility

Illustration 302-2

Financial and Compliance Audit Requirements

A. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

B. Direct service contract means a contract for services contained in local assistance or subvention programs or both (See Health & Safety (H&S) Code Section 38020). Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (See H&S Code Section 38030).

C. The Contractor, as indicated below, agrees to obtain one of the following audits:

1) If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives **$25,000 or more** from any State agency under a direct service contract; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3)below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

2) If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year; **and/or**

3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget (OMB) Circular A-133) and expends $300,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations." An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended $300,000 or more in federal funds for the year covered by the audit report.

D. Two copies of the audit report shall be delivered to the CDPH program funding this agreement. The audit report must identify the Contractor's legal name and the number assigned to this agreement. The report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH program contract manager shall forward the audit report to CDPH' Audits and Investigations Unit.

E. The cost of the audits described herein may be included in the funding for this agreement up to the proportionate amount this agreement represents of the Contractor's total revenue. The CDPH program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.

F. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

G. Nothing in this agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

H. Nothing in this provision limits the authority of the State to make audits of this contract, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

I. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

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CHAPTER 400
TRAVEL INFORMATION

401 State Rate Reimbursement

A. General

The contract with TCS requires that travel expenses for activities not exceed rates established by the Department of Personnel Administration (DPA). **Illustration 401-1** is the Travel Reimbursement Information which reflects the rates/guidelines as established by the DPA. Contractors that have money allocated for travel in their approved budgets should be knowledgeable of the DPA rates and should ensure that billings to TCS for mileage and per diem not exceed the allowable rates. This will prevent an audit exception in the travel line item.

The DPA travel and per diem rates apply to all travel reimbursement that occurs through your contract whether reimbursement is made to an employee, advisory committee member, consultant or subcontractor, etc. Please share this information with anyone who might receive reimbursement so that the rates/guidelines will be implemented. This information should be shared with the appropriate fiscal staff within your agency so they can assist you in preparing your monthly travel expense claims.

In addition, please keep the following points in mind:

- In addition to the receipt guidelines in **Illustration 401-1**, receipts must be submitted with the travel claim for any miscellaneous/business expense over $1.00, such as photocopying, faxing, business phone calls, etc.
- All travel expense claims should indicate the departure and return times and dates for each travel period, as well as the individual's normal work hours. This information is absolutely necessary in order to correctly apply the travel reimbursement guidelines. *For example:* According to **Illustration 401-1**, if the individual starts travel at 5:30 a.m. and ends travel at 8:30 p.m. the same day, the individual may claim breakfast and dinner. However, because the travel period is less than 24 hours, the individual may not claim lunch.
- Lunch and incidentals cannot be claimed if the travel period is less than 24 hours. NO EXCEPTIONS.
- TCS will not reimburse for tips paid to cab drivers, shuttle services, waitresses, etc. that exceed the daily incidentals allowance. If the individual is on travel status more than 24 hours, they must use the incidental allowance to cover these expenses. If the

travel period is less than 24 hours, the individual must pay this expense out of his/her own pocket.

- If an individual is renting a car for business purposes, the car should be rented in his/her name, not in a spouse's name.
- For insurance purposes, non-business-travel passengers (i.e., those not eligible to file a claim for travel expense reimbursement) are not allowed in rental cars.

B. Excess Lodging Approval

PLEASE NOTE: These procedures apply ONLY to statewide contractors and ONLY if the activity is in their scope of work.

State Department of Personnel Administration has established the maximum lodging rates as shown on **Illustration 401-1**. Many of the statewide contractors, as part of their scopes of work, must conduct statewide meetings, convene advisory committee meetings, conduct trainings and/or conferences. TCS is aware that it is becoming increasingly difficult to stay within these rates for large meetings, conferences, etc. Therefore, TCS has established the following procedures to obtain approval for excess lodging rates.

1. The request must contain the following documents:
   - A cover letter requesting approval for the excess lodging
   - A justification that details the contacts made with other hotels (see **Illustration 401-2**)
   - A copy of the agenda, conference brochure, etc.

2. Submit the request to your CM at the following address:
   (Name of your assigned contract manager)
   California Department of Public Health
   CDIC/Tobacco Control Section
   MS 7206
   P. O. Box 997377
   Sacramento, CA 95899-7377

3. Please allow 25-30 days to receive a response to your written request because the CM must coordinate the review/approval with the appropriate channels within the California Department of Public Health.

4. Do not assume that the request is approved if you have not heard from TCS.

5. When approved, your CM will provide written notification of the approval. TCS will also provide a letter that must be given to all TCS-funded contractors attending the event for their files to document approval of the excess lodging rate.

402 Out-of-state Travel

Your contract language with TCS requires that you obtain prior written approval for all out-of-state travel unless it is preapproved through the TCS budget process. Refer to the Policy Section of this manual, Chapter 400, Policy #03, for more information regarding out-of-state travel.

To request prior written approval, submit the following documentation to your CM.

- A letter requesting approval for the trip. The letter must describe the trip in detail. Indicate the potential benefits to the tobacco control program and relevance to the contract Scope of Work.

- A detailed description of all costs related to the travel. This includes salary costs for the individuals traveling, lodging, airfare, car rental, meals, etc. Travel expenses omitted from this detailed description cannot be reimbursed.

- A copy of the letter of invitation, conference brochure, agenda, etc.

- If you have been able to secure partial funding for travel from another source, please indicate the name of the agency providing the funds. If all travel costs are being paid by another source, you still must submit a request for the salary costs associated with the trip.

Submit the request to your CM at the following address:

> *(Name of your assigned contract manager)*
> California Department of Public Health
> CDIC/Tobacco Control Section
> MS 7206
> P. O. Box 997377
> Sacramento, CA 95899-7377

Please allow 10 working days to receive a response to your written request. The CM will coordinate review/approval with the PC. Keep in mind that the PC is not always in the office, so it may be difficult for the CM to obtain approval if you fax a request without sufficient lead time. Once the request has been reviewed/approved by the PC and CM, the request is submitted to the Assistant Chief, Tobacco Control Section, for final approval.

Do not assume that the request is approved if you have not heard from TCS. The approval must be in writing from TCS before the travel expenses are incurred. Out-of-state travel, including salary, which occurs without prior written approval will be denied.

403 Government Rate for Contractor Travel

If you travel a substantial amount implementing your scope of work or conducting other business on behalf of the state, it may be beneficial to obtain a Government Rate Letter from your CM. This letter can be presented to hotels/motels when you travel requesting the government rate for their establishment. See **Illustration 403** for a sample letter. If you are interested in using this letter when conducting state business, please send an e-mail request to your CM.

The letter will be a "template" that you can use multiple times. Please make copies of the original the CM sends and use the copies throughout the contract term. You will need to complete the blanks noted on the letter each time you request a government rate from a hotel/motel.

Please keep in mind that the government rate at some hotels/motels exceeds the maximum per diem allowed under your contract. This government rate letter does not authorize excess lodging rates above the maximum per diem amount.

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Travel Reimbursement Information

(Mileage Reimbursement Rate Increase Effective January 1, 2007)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" 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 CDHS 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 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 email.

   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 or cannot 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 that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the *California* Department of Health Service or his or her designee. Receipts are required.

      *Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for 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 expenses	$ 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-of-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 CDHS written or verbal approval. Verbal approval shall be confirmed in writing (email 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 is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDHS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

   At CDHS' discretion, changes or revisions made by CDHS to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDHS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change was approved by DPA.

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/her or a company car for transportation, the rate of reimbursement will be ***48.5 cents*** maximum per mile. If a contractor uses his/her or a company 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 the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	• Travel period ends at least one hour after the regularly scheduled workday ends, or • Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m.	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

EXCESS LODGING RATE REQUEST/APPROVAL

Date: [date]

To: [name of CM]

From: [name of requester]

Subject: Excess Lodging Rate Request

The Third Annual Smoke-free Multi-unit Housing (MUH) Conference will be held in Los Angeles, on [dates]. Attendance of our project director and one project evaluator at this conference is required by our grant Scope of Work and will inform these participants about current key MUH issues that are critical to policy advancement in our project's service area communities. A copy of the agenda is attached.

The following is a summary of the bids obtained from hotels in the vicinity of the conference. The request was for two rooms, two nights on [dates]:

Hotel	Room Rate (plus tax)	Status	Comments
Golden Rings Suites	$119	Available	Walking distance from conference site
Calling Birds Inn	$125	Available	Walking distance from conference site
French Hens Hotel	$134	Available	Includes breakfast
Turtle Doves Lodge	$139	Available	
Partridge Inn	$140	Available	

Based on the above response to initial inquiries, the Golden Rings Suites was selected based on the lowest room rate.

The cost for two (2) project staff at $119 per night would be $476 plus tax for the two-day meeting. The following project staff will require an exemption from the $110 state rate for two nights lodging in high-cost area Los Angeles: [project staff names].

For more information about this request, please call [name, title] at [telephone #] or e-mail [e-mail address].

Attachments

☐ Approved ☐ Denied

Signature Date

Illustration 401-2 **October 2007**

Date: _____

TO: Hotel/Motel Name: _____

Hotel/Motel Address: _____

This is to certify that I, the undersigned traveler, am a representative or employee of the State agency indicated below; that the charges for the occupancy at the above-establishment on the dates set forth below have been, or will be paid for by the State of California; and that such charges are incurred in the performance of my official duties as a representative or employee of the State of California. State rates are hereby requested. This certificate is valid until June 30, 2010.

Occupancy Date(s): _____

Amount Paid: _____

State Agency/Representative of: California Department of Public Health
Tobacco Control Section
MS 7206
P. O. Box 997377
Sacramento, CA 95899-7377

Contract Name: ABC Community Services Agency
Tobacco Prevention Project

Headquarters Address: 1234 Anywhere Street
Anyplace, CA 00000

Traveler's Name:
(Printed or Typed) _____

Executed At: (City):_____, CA

Traveler's Signature: _____Date: _____

Tab:

Chapter 500
In-House Revisions and Grant Amendments

CHAPTER 500
IN-HOUSE REVISIONS AND CONTRACT AMENDMENTS

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CHAPTER 500
IN-HOUSE REVISIONS AND CONTRACT AMENDMENTS

501 General

Your contract contains the following parts of your plan:

- a Scope of Work (SOW) labeled Exhibit A
- a Budget Summary Report (Budget) labeled Exhibit B with each fiscal year (FY) identified by an Attachment I, II, III, etc.; and
- a Budget Justification (BJ) incorporated by reference

The SOW, Exhibit A contains the activities, deliverables and/or performance time frames for the overall goals and basic purpose of the contract.

The Budget, Exhibit B (Attachments I, II, III, etc.) contains the following categorical line items, which are:

- Personnel Costs *(this category must be itemized for personal/consultant service contracts)*
- Fringe Benefits
- Operating Expenses *(this category must be itemized for personal/consultant service contracts)*
- Equipment Expenses *(this category must be itemized for personal/consultant service contracts)*
- Travel/Per Diem & Training
- Subcontracts and Consultants *(this category must be itemized for all contracts)*
- Other Costs *(this category must be itemized for all contracts)*
- Indirect Costs

The BJ, incorporated by reference, contains the budget detail for the categorical line items.

There are two procedures available for changing the plan's SOW, Budget, and BJ contained/referenced in your contract: 1) in-house revision; and 2) contract amendment The instructions for revising your plan are the same; however, the end product will result with an in-house plan revision or contract amendment. These procedures are explained in more detail in Sections 502 and 503.

Online Tobacco Information System (OTIS) Contracts and Grants:
If your plan is in OTIS, please follow these instructions for an overall understanding and see the OTIS instructions for more specific procedures. You can access the OTIS instructions on-line in the OTIS Help menu under *Documents* at www.tcsotis.org .

502 In-House Revision Criteria and Procedures

An **in-house revision** is the less formal of the two procedures. The types of changes that can be made to your plan through the in-house revision process are:

- **Scope of Work**
  Changes or revisions to the activities, deliverables and/or performance time frames specified in the SOW may be made through an in-house revision provided the changes do not alter the overall goals and basic purpose of the contract.

- **Budget**
  Modifications to the funding levels of the budget line items can be made through an in-house revision provided that:

  (1) the total contract amount remains unchanged;
  (2) the funding amount for any fiscal year remains unchanged;
  (3) no single line item is changed more than $10,000; cumulatively per year. (i.e., includes all previously approved in-house revisions for that year);
  (4) no line items are added to an itemized category such as Subcontracts/Consultants or Other Costs (this would require an amendment);
  (5) the change is programmatically justified and does not alter the approved SOW.

- **Budget Justification**
  Changes to budget detail/subcategories in the BJ can be made without revising the budget provided that:

  (1) No categorical line item is increased or decreased as a result of the changes. For example, the subcategories within Operating Expenses can be adjusted without making changes to the Budget; however, the Operating Expenses categorical line item cannot be increased or decreased without also revising the budget.
  (2) No new line items are added to an itemized category such as Subcontracts & Consultants or Other Costs (this would require an amendment).
  (3) No change occurs in funding levels for itemized line items in an itemized category such as Subcontracts/Consultants or Other Costs.

All in-house revisions, whether to the SOW, Budget or BJ, require the prior approval (written, email) of TCS.

The contractor may request one (1) in-house revision per subject matter (i.e., SOW, Budget, BJ) per 12-month fiscal year period. Requests for in-house revisions should be made prior to the last thirty (30) days of the contract term. Requests for revisions after this deadline will not be considered.

TCS can only approve invoice expenses that conform to the currently approved contract Budget. Invoices cannot be approved against a pending in-house Budget or BJ revision. Supplemental invoices for additional expenses incurred during the pending period may be submitted after the revision is approved.

A. Scope of Work Revision Criteria

Certain changes can be made to a SOW without obtaining a formal contract amendment. Changes can be made to activities, deliverables and/or performance time frames provided these changes do not result in a change in the overall goals and basic purpose of the contract. For example, a SOW currently states that trainings will occur over 2 three hour sessions; however, you have found that the trainings will be more effective if delivered over 3 two hour sessions. This change can be accomplished through an in-house SOW revision.

Refer to Item D below for the procedures to follow in submitting an in-house SOW revision. Note: Please consider when making changes to the SOW, you may need to adjust the percentages of the program deliverables to reflect the SOW changes.

B. Budget Revision Criteria

You may make changes to the funding levels of the categorical line items in your Budget but you cannot add additional categorical line items. Additionally, a contractor shall **NOT** use the in-house revision process to add line items to the Subcontract/Consultant or Other Costs Categories (these changes require an amendment).

An in-house budget revision is required when actual expenditures in specific categorical line items will exceed the budgeted levels. An in-house budget revision allows a contractor to move up to $10,000, cumulatively, per year, from one categorical line item to another categorical line item in the Budget in order to reconcile the budget line items with actual expenditures and/or projected expenditures. For example, a contractor discovers that the Operating Expenses line item was over-budgeted and insufficient amounts were budgeted in the Other Costs line item. With an in-house budget revision, the contractor can move funds from Operating Expenses into Other Costs.

Refer to Item D below for the procedures to follow in submitting an in-house budget revision.

C. Budget Justification Revision Criteria

An in-house budget justification (BJ) revision is required when actual expenditures of subcategory line items ***WITHIN*** a categorical line item will exceed the budgeted levels. A BJ revision allows a contractor to move money from one subcategory line item to

another subcategory ***WITHIN*** a specific categorical line item to reconcile the subcategory budget line items with actual expenditures and/or projected expenditures. For example, a contractor discovers that the General Expenses subcategory line item was over-budgeted and that insufficient amounts were budgeted in the Printing subcategory line item. With an in-house BJ revision, the contractor can move funds from General Expenses subcategory into the Printing subcategory. Please note that both subcategories are ***WITHIN*** the same category of Operating Expenses.

An in-house BJ revision cannot be used to add line items to a category such as Subcontracts/Consultants and/or Other Costs which is already itemized. This would require an amendment. Also, a BJ revision cannot be used to move money between categories. For example, a budget justification revision cannot be used to move money from Fringe Benefits to the Printing line item.

Refer to Item D below for the procedures to follow in submitting an in-house BJ revision.

D. Procedures

When a circumstance such as those described in Items A-C above arises, the steps to follow will be determined by whether your contract is in OTIS or not.

1. ***If your contract is in OTIS complete the following steps:***

   a. Telephone or email the TCS Contract Manager (CM) and/or Program Consultant (PC) assigned to your project and discuss the matter.

   b. After an agreement with your TCS CM or PC that a revision is needed, please visit the online OTIS manual for specific instructions. To access the Plan Revision Process Tips in OTIS go to The OTIS Help Center (Help), click on Documents, scroll down to the OTIS User Guide – Application section and click on Plan Revisions- Revision Process (if online, simply click on the link below – or copy the link to your web browser).

      http://www.tcsotis.org/help/files/OTISRevisionProcess.pdf

2. **If your contract is <u>NOT</u> in OTIS complete the following steps:**

   a. Telephone or email the TCS Contract Manager (CM) and/or Program Consultant (PC) assigned to your project and discuss the matter.

   b. If it is agreed that an in-house revision is necessary, submit a formal written request (letter/email) that includes.

1) The plan sections to be revised (SOW, BJ or both) and the major points of the plan revision including an effective date which was agreed upon in consultation with your CM and/or PC.
2) For budget revisions, a revised budget which specifically includes columns showing: 1) existing budget levels for each of the budget line items; 2) amount of increase or reduction for each line item plus the effective date of the changes; and 3) new line item amounts. Section 505 provides additional information regarding the revised budget format.
3) For a budget revision and/or BJ revision, a complete revised BJ that reflects all subcategories within the budget categorical line items, not just the subcategories that changed. Section 506 provides additional information regarding the revised BJ format. Within the revised BJ, include the rationale for each line item change; and/or
4) A revised SOW on the appropriate forms. Refer to Section 504 for additional information regarding the revised SOW format.

503 Contract Amendment Criteria and Procedures

A **contract amendment** is the formal revision procedure. It is used to make broader changes such as increasing the total contract amount, adding line items to an itemized category such as Subcontract/Consultant and/or Other Costs, or adjusting one or more line items by more than $10,000 cumulatively, per fiscal year.

TCS can only approve invoice expenses that conform to the currently approved contract budget. Invoices cannot be approved against a pending amendment. Supplemental invoices for additional expenses incurred during the pending period may be submitted after the amendment is fully executed.

Contract amendments are subject to the same approval process as the original contract. Final approval may take several months from the time TCS approves the request. The contractor may request one (1) contract amendment per 12-month fiscal year period, whether it is a SOW amendment, budget amendment or both. Requests for contract amendments should be made prior to the last ninety (90) days of the contract term. Requests for contract amendments after this deadline will not be considered.

A. Contract Amendment Criteria

A contract amendment is appropriate when broader changes in the contract need to be made that cannot be made by an in-house revision. For example, a contract amendment is required, but not limited to the following:

1. Change the funding level of any categorical line item more than $10,000, cumulatively, per fiscal year;
2. Change the Fringe Benefit or Indirect Cost rates;
3. Add a line item to an already itemized category such as Subcontract/Consultants and/or Other Costs. For example, your subcontract category is currently itemized to show two subcontractors. To add a third subcontractor would require an amendment. Same rule applies to the Other Costs category.
4. Increase or decrease the dollar amount of the contract;
5. Increase or decrease the dollar amount for any fiscal year budget;
6. Change the overall goals and basic purpose of the SOW;
7. Change the contractor's legal name;
8. Change the contract term; and
9. Make any other justifiable changes in the contract that cannot be made through an in-house revision.

B. Procedures

Refer to Item 502 D. above for the procedures to follow in submitting a contract amendment request. (The procedures for an in-house plan revision and contract amendment are the same.)

504 Scope of Work Revision Format

If your contract is in OTIS, please follow the online instructions provided in OTIS.

If your contract is **NOT** in OTIS: Refer to **Illustration 504** for a sample revised Scope of Work (SOW). For in-house SOW revisions you need only revise the page(s) that require changes. If the revisions will increase the total pages of the SOW, add the new pages directly behind the pages to which it applies and number the new page(s) with .1, .2, .3, etc. For example, the revisions you plan to make to page 10 of 20 of your SOW will create a new page. That new page will follow page 10 and will be numbered 10.1. This will eliminate the need to renumber all the pages that follow page 10. If changing more than 50% of the SOW, you must revise the entire SOW.

You must indicate which item(s) in the SOW have changed by:

- ~~striking out~~ the items you wish to delete, and
- **bold/underline** the items being added.

Remember to keep all strike-outs and bold/underlines from any previous in-house revisions that have already been approved. This will make it convenient should a formal contract amendment be required at some point over the term of the contract, because all previous in-house revisions will need to be incorporated into that amendment. After the amendment is fully executed, all

changes can be cleared (i.e., strike-outs can be deleted, bold/underline can be removed from the additions). Then the process of tracking in-house revisions will begin again from this new amended SOW.

Each page of the SOW has a revision date line in the upper right corner. Please indicate the effective revision date (this should be the date that was agreed upon in consultation with your CM and PC) on each page of the SOW that changed.

505 Revised Budget Format

If your contract is in OTIS, please follow the online instructions provided in OTIS for revising the budget justification.

If your contract is NOT in OTIS, follow the instructions provided here in items A. - C.

A. Contracts/Grant Agreements

Illustration 505-1 is a sample revised budget that reflects the eight line item budget and only the current year budget. If it is necessary to revise future year budgets as well, you must submit each budget on a separate page following this same format and the bottom line budget amounts cannot change. For each budget year you revise, you must display the following columns: Original Budget, This Amendment, Amended Total. See Item C below for information about these budget columns.

B. Personal/Consultant Service Contracts

Illustration 505-2 is a sample revised budget that reflects the personal/consultant service budget format and only the current year budget. If it is necessary to revise future year budgets as well, you must submit each budget on a separate page following this same format and the bottom line budget amounts cannot change. For each budget year you revise, you must display the following columns: Original Budget, This Amendment, and Amended Total. See Item C below for information about these budget columns.

C. Revised Budget Columns

1. The **"ORIGINAL BUDGET"** column shows the existing funding levels for the period you are revising. Enter the amounts for all budget line items, regardless of whether they are being changed. For the addition of itemized line items within the Subcontract/Consultant and/or Other Costs categories, the amount in this column would be zero.

2. The **"THIS AMENDMENT 00/00/00"** column shows the amount of change for each line item. When the change is a negative number (decrease), use parentheses

around the amount (rather than a minus sign before it). If there is no change in the amount for a line item, enter zero in this column.

Enter the effective date for the revision/amendment you decided on in consultation with your CM and/or the PC.

3. The "**AMENDED TOTAL**" column is the new budget amounts for the period being revised. Show the amounts for all line items whether or not they were changed. For example, starting with the "Original Budget" column, add or subtract the "This Amendment" amounts, to arrive at the amounts for the "Amended Total" column.

506 Budget Justification Format

If your contract is in OTIS, please follow the online instructions provided in OTIS for revising the budget justification.

If your contract is **NOT** in OTIS follow the instruction provided here in items A. – H.:

Illustration 506 is a sample revised BJ. The BJ should show only the "Amended Total" for each subcategory for each revised fiscal year. If a fiscal year was not revised, then the original amount for that fiscal year would remain. Each "Amended Total" for each budget category must match the figures for the same categories in the "Amended Total" column on the revised budget for that fiscal year. Original amounts that were not changed should continue to match the amount from the original budget for that fiscal year.

When preparing the complete revised BJ, please keep the following points in mind:

A. List all the subcategory line items within each of the budget categories in the currently approved BJ. The description for each line item must remain; any changes to the description are to be noted in ***bold and italics***. Immediately following the description provide the rationale for each change that occurs in ***bold and italics***. Refer to the illustration for a sample. If there is no change to a subcategory/category line item, the description and dollar amount from the currently approved BJ must remain in the BJ.

You must identify which fiscal year is being changed by beginning your rationale narrative with:

- *"Year 1 previous amount of $___ is being increased by $____ or decreased by $_____ because...." or*
- *"Year 2 previous amount of $___ is being increased by $___ or decreased by $____ because...," etc.*

On subsequent revisions, de-emphasize the bold and italics from the previous revision; however, keep the narrative intact. The rationale narrative for all previous revisions must be retained in each BJ to provide a history of what has changed. Refer to the illustration for a sample.

B. Do not delete a subcategory line item which: a) has never been used and you do not intend to use: instead, revise the amount budgeted for that line item to equal zero (0); or b) has incurred expenses; instead, revise the amount budgeted for that line item to equal the amount of the expenses incurred to date for that line item.

C. Add new subcategory line items, if appropriate. You cannot delete any of the existing line item budget categories or add additional budget categories.

D. Make adjustments in semi-monthly, bi-weekly or hourly salary range if necessary. Be sure you are using the correct payment mechanism for your agency, i.e., if you are paid bi-weekly show bi-weekly salary ranges. Be sure to make the top end of the range high enough to cover the current salary plus merit raises or cost of living raises for your full contract term.

Please note that if a salary range is being increased by more than 8% you must provide a letter from the board of directors indicating that they are in agreement with the increase. The CM and PC assigned to your project will evaluate your request depending on the original salary rate comparison with other agencies and work performed at a similar level.

E. Make adjustments to the percent of time if necessary. If the BJ lists an hourly rate, change the number of hours where necessary.

F. The Fringe Benefits and Indirect Expenses line items should be adjusted whenever personnel adjustments are made. If personnel adjustments were made but no adjustments made to Fringe Benefits and/or Indirect, you must provide an explanation.

G. Increase or decrease subcategory line items, as appropriate.

H. In the BJ category **"EQUIPMENT EXPENSES"** you may add equipment items, if appropriate (see specific RFA instructions). Provide sufficient justification for the additional equipment items. Prior approval is required from the CM and PC assigned to your project before any additional equipment expenses are incurred.

CHAPTER 500
IN-HOUSE REVISIONS AND CONTRACT AMENDMENTS

ILLUSTRATIONS
(Illustrations listed are for contracts/grant agreements **not** in OTIS)

Page

504 Sample Revised SOW Format 12

505-1 Sample Revised Budget Format *(for Contracts/Grant Agreements)* 13

505-2 Sample Revised Budget Format *(for Personal/Consultant Service Contracts)* 14

506 Sample Budget Justification Revision Format 15

Exhibit A
Scope of Work

Project Name: The Center for Tobacco Policy and Organizing	Revision Date: November 1, 2006						
						For Progress Report Use Only	
Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	Document Number/ Letter	Actual Date(s) Completed
A. Coordination/collaboration activities							
1. Coordinate with Statewide Project participate in 3-5 regularly scheduled teleconferences each year to provide updates and to identify collaboration opportunities.			7/06-6/08	PD ~~CD~~	Phone log+ Agenda Minutes		
2. Participate in 1-2 annual statewide projects' meetings facilitated by projects funded through this augmentation.			7/06-6/08	PD	Agenda Minutes		
B. Training/Technical Assistance activities							
1. Provide ~~technical assistance~~ **timely tobacco control information** estimated at 40-60 hours to key opinion leaders. ~~who request additional knowledge on tobacco issues.~~		3	7/06-6/08	VP-GR **PC** PD	~~TA logs +~~ **Communication logs +**		
2. Research and respond to requests estimated at 40-60 hours from LLAs, Ethnic Networks, and other TCS-funded projects about the impact of tobacco use at a local/regional level, including the cost of smoking, economic impacts to a community, expenditure of MSA dollars vs. other counties, etc.		4	7/06-6/08	PD ~~PA~~ **OC** **PC** VP-GR	TA logs + List of materials provided		
3. Provide 15-35 email tobacco news alerts to all TCS-funded projects featuring breaking news stories as they may relate to current or future policy development. When appropriate, include fact sheets, talking point and related materials in alerts to projects engaged in policy development.		2	7/06-6/08	~~CD~~ **OC** **PC** PD VP-GR	**Communication log +**		

+ On file in office.

Exhibit B, Attachment I
Budget
(Year 1)
(07/01/06-06/30/07)

	Original Budget	This Amendment 00/00/00	Amended Total
A. PERSONNEL COSTS	$35,000	($2,500)	$32,500
B. FRINGE BENEFITS @ approximately 19% of Personnel Cost	$6,650	($750)	$5,900
C. OPERATING EXPENSES	$10,552	($1,500)	$9,052
D. EQUIPMENT EXPENSES	$1,169	$0	$1,169
E. TRAVEL/PER DIEM (at State DPA rates)	$5,000	$0	$5,000
F. SUBCONTRACTS & CONSULTANTS			
1. Mini-Grants	$0	$0	$0
2. Media Subcontract	$6,500	$3,000	$9,500
3. Evaluation Consultant	$15,000	$0	$15,000
TOTAL SUBCONTRACTS and CONSULTANTS	$21,500	$3,000	$24,500
G. OTHER COSTS			
1. Educational Materials	$580	$0	$580
2. Promotional Items	$499	$1,000	$1,499
3. Incentive Items	$1,566	$500	$2,066
4. Media	$5,950	$1,063	$7,013
5. Sponsorships	$1,121	$0	$1,121
TOTAL OTHER COSTS	$9,716	$2,563	$12,279
H. INDIRECT EXPENSES @ 25% of Personnel + Fringe	$10,413	($813)	$9,600
TOTAL EXPENSES	$100,000	$0	$100,000

Exhibit B, Attachment I
Budget
(Year 1)
(07/01/06-06/30/07)

	Original Budget	This Amendment 00/00/00	Amended Total
A. PERSONNEL COSTS			
1. Project Director	$7,122	($122)	$7,000
2. Project Coordinator	$35,000	$122	$35,122
3. Health Educator	$15,500	($500)	$15,000
TOTAL PERSONNEL	$57,622	($500)	$57,122
B. FRINGE BENEFITS @ approximately 19% of Personnel Cost	$11,524	($524)	$11,000
C. OPERATING EXPENSES			
1. TCS Communications Network (PARTNERS)	$365	$0	$365
2. Space Rent/Lease (397.50 sq ft x $1.04 per sq ft)	$4,134	$0	$4,134
3. General Expenses	$4,310	($199)	$4,111
4. Printing	$800	$0	$800
5. Equipment Rental	$480	($45)	$435
TOTAL OPERATING EXPENSES	$10,089	($244)	$9,845
D. EQUIPMENT EXPENSES	$0	$0	$0
E. TRAVEL/PER DIEM (at State DPA rates)	$12,799	($799)	$12,000
F. SUBCONTRACTS & CONSULTANTS			
1. ABC Corp			
Personnel / Gen Exp. / Travel / Subcontracts / Indirect / Total			
$22,500 / $1,500 / $2,593 / $0 / $2,250 / $28,843	$28,843	($1,500)	$27,343
2. XYZ Consultants			
Personnel / Gen Exp. / Travel / Subcontracts / Indirect / Total			
$21,000 / $3,000 / $3,000 / $0 / $4,200 / $31,200	$31,200	$1,500	$32,700
TOTAL SUBCONTRACTS and CONSULTANTS	$60,043	$0	$60,043
G. OTHER COSTS			
1. Educational Materials	$900	($900)	$0
2. Promotional Items	$800	$1,200	$2,000
3. Incentive Items	$320	$500	$820
TOTAL OTHER COSTS	$2,020	$800	$2,820
H. INDIRECT EXPENSES @ 15% of Personnel + Fringe	$10,372	$1,267	$11,639
TOTAL EXPENSES	$164,469	$0	$164,469

REVISION, EFFECTIVE 00/00/00
ABC Community Services, Inc.
Budget Justification
July 1, 2006 to June 30, 2009

		Year 1 Amended Total FY 2006/07	Year 2 FY 2007/08	Year 3 FY 2008/09	Total Budget
A.	**PERSONNEL COSTS**				
1.	Project Director:	$4,794	$5,670	$5,760	$16,224

$3,000-$3,200 per monthly pay period x 15% FTE x 12 pay periods per year
This position provides management oversight for all Health Education programs including Tobacco Control. The Director will supervise the Program Coordinator, assure financial and administrative management of the program and monitor and negotiate the contract obligations. 10% of the Project Director's salary will be dedicated towards evaluation oversight.

Year 1 previous budget amount of $7,794 was reduced by $1,500 because the position was vacant for a short period of time resulting in salary savings.
Year 1 previous budget amount of $6,294 is being reduced by $1,500 because the position was filled at a lower salary rate resulting in savings. The salary range was revised to reflect the change in the range for this position as approved by the agency board of directors. See attached minutes from the board of directors meeting.

2.	Program Coordinator:	$24,200	$28,800	$30,000	$83,000

$2,200-$2,600 per monthly pay period x 100% FTE x 12 pay periods per year
This position has the responsibility for planning and organizing all program activities, directing the activities, developing curricula, oversight of staff, reporting, ***and 15% of Coordinator's salary will be spent on evaluation activities.***

Year 1 previous budget amount of $27,600 was reduced by $2,300 because the position was vacant for a one month resulting in salary savings.
Year 1 previous budget amount of $25,300 is being reduced by $1,100 because the position was filled at a lower salary rate resulting in savings.

3.	Community Health Worker (2 positions) * :	$16,000	$20,400	$21,600	$58,000

$1,600-$1,950 per monthly pay period x 50% FTE x 12 pay periods per year
These staff will provide the direct contact with Asian merchants and restaurant owners, ethnic community leaders, indigenous leaders, and ethnic organizations and constituencies.

*Position does not receive Fringe Benefits. Salary is not included in the calculation of Fringe Benefits.

Year 1 previous budget amount of $19,200 was decreased by $1,600 because both positions were vacant for the first month resulting in salary savings.
Year 1 previous budget amount of $17,600 is being reduced by $1,600 because the second position was vacant an additional two months resulting in salary savings.

CONTINUE THE BUDGET JUSTIFICATION IN THIS FORMAT COVERING ALL EXISTING LINE ITEMS

Illustration 506

Tab:

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Subcontract Requirements

CHAPTER 600
SUBCONTRACT AGREEMENT REQUIREMENTS

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CHAPTER 600
SUBCONTRACT AGREEMENT REQUIREMENTS

601 General

Evaluation Consultant agreements regardless of subcontract agreement amount will not be reviewed by TCS if the Evaluation Consultant is identified in the SOW and in the budget and their qualifications, activities and costs are approved in the final SOW and Budget. A Subcontract Agreement Certification Form (**Attachment A**) must be submitted to TCS. If the agency has not identified the Evaluation Consultant and the contract is fully executed, the agency must submit the subcontract agreement for TCS review and approval.

TCS must review and approve subcontract agreements that are greater than $50,000.

Subcontract agreements that are $50,000 or less will not be reviewed by TCS; however, the competitive grantee is required to submit the Subcontract Agreement Certification Form (**Attachment A**) that indicates they have adhered to the subcontract requirements and TCS requirements as indicated in the Competitive Grantee's Administrative and Policy Manual. The Subcontract Agreement must be retained by the agency.

TCS Contract Managers are available for technical assistance should the grantee need to consult with staff regarding the subcontract agreement process and/or subcontract agreement verbiage.

- Any funds expended before subcontract approval by TCS may not be reimbursed in the event TCS should subsequently disapprove the subcontract agreement.

- For those subcontract agreements that require the submittal of the Subcontract Agreement Certification Form (**Attachment A**) funds expended will not be reimbursed until the form is on file.

- Grantees/Contractors are responsible for the performance of all requirements under the contract even if such performance is carried out pursuant to a subcontract agreement.

- Grantees/Contractors agree that all subcontract agreements entered into for performance under the contractor's award, shall be in writing and include a provision requiring the subcontractor to comply with the terms and conditions of the contractor's award and all other applicable state laws.

- Upon expiration or termination of any subcontract agreement costing $5,000 or more, the State shall be notified immediately.

602 Subcontract Agreement Criteria and Approval Process

A. Criteria

1. Subcontractor

a. Subcontractors perform specialized tasks that are directly related to providing project services.

b. At no time should the subcontractor's personnel salaries exceed the salary of a comparable State civil service classification. Refer to **Illustration 602-2** for a sample of comparable State civil service classifications. If you cannot find a comparable classification on this chart, contact your assigned contract manager for assistance.

2. Consultant

a. Consultants paid under TCS contracts are to be used only for activities directly related to the tobacco education and prevention program. A consultant is an individual whose level or area of expertise relating to the target population extends beyond that possessed by project staff. The typical services provided by a consultant are advice on programmatic issues, e.g., group facilitation, in-service training, program design and development, etc. The use of consultants must be clearly defined in the scope of work.

b. Travel and per diem expenses incurred by the consultant may be paid out of the prime contractor's travel line item.

c. At no time should a consultant's fee exceed the fee of a comparable State civil service classification, inclusive of all costs, but excluding travel/per diem. The rate should be commensurate with the consultant's level of training, expertise and national recognition. Every effort should be made to negotiate the lowest possible cost. Refer to **Illustration 602-2** for a sample of comparable State civil service classifications. If you cannot find a comparable classification on this chart, contact your assigned contract manager for assistance.

B. Approval Process

1. Evaluation Consultant agreements regardless of subcontract agreement amount will not be reviewed by TCS if the Evaluation Consultant is identified in the SOW and in the budget and their qualifications, activities and costs are approved in the final SOW and Budget. A Subcontract Agreement Certification Form (**Attachment A**) must be submitted to your assigned CM to receive the waiver of the review and approval process.

If the agency has not identified the Evaluation Consultant and the contract is fully executed, the agency must submit the subcontract agreement for TCS review and approval.

2. The following documents are required for submittal with the subcontract agreement:

   a. subcontract agreement transmittal form (**Attachment B**). This form can be downloaded from the following web site: http://www.tcspartners.org/Main/WebSite/tcsforms.htm.

   b. subcontract agreement **draft** . See **602-1** for the minimum boilerplate language. You must include a copy of any previous agreements entered into with the subcontractor, if the draft agreement being submitted is a continuation of a previous agreement.

   c. budget/budget justification and any additional justification for salaries that may exceed the state comparable rates;

   d. scope of work (SOW);

   e. an explanation of the bid process. **Three (3) competitive quotations or a justification for lack of bidding must be submitted with the request**

3. The subcontract package should be submitted to your assigned CM. The PC and CM will provide written approval/disapproval within 30 days of receipt of the subcontract package. Once the subcontract package is approved, provide your CM with two copies of the subcontract agreement (signed by the prime contractor and subcontractor).

4. The subcontract agreement is not in effect until the prime contract is executed and signed by the prime contractor and the State of California.

5. Subcontract agreements that are $50,000 or less will not be reviewed by TCS; however, the competitive grantee is required to submit the Subcontract Agreement Certification Form (**Attachment A**) that indicates they have adhered to the subcontract requirements and TCS requirements as indicated in the Competitive Grantees Administrative and Policy Manual. The Subcontract Agreement must be retained by the agency.

C. Revisions/Amendments to Agreements

Major changes may constitute an amendment to the prime contractor's contract

1. **Subcontract Revisions (Minor Changes)**

Minor changes to the subcontract budget are line item transfers of $10,000 or less per line item . For example, a subcontractor may contact the prime contractor to transfer $500 from the Operating Expenses to Other Costs. The grantee must maintain the subcontract revision in their file.

A subcontractor name change "**only**" requires the prime contractor to submit to TCS a revised Subcontract Agreement Certification Form (Attachment A).

2. **Subcontract Amendments (Major Changes)**

a. The following subcontract agreement amendments require TCS review and approval:

1) any change in the total amount awarded to the subcontractor;

a) If the total amount to be added is $10,000 or less, this constitutes a **budget revision** for the prime contract.
b) If the total amount to be added is more than $10,000, this constitutes an **amendment** for the prime contract.

2) change in subcontractor budget line items in excess of $10,000;

3) equipment purchases;

4) change in the subcontractor's SOW;

5) change in the term of the subcontract;

6) change in subcontractor and/or subcontractor name if subcontractor is identified by name in budget of the fully executed prime contract;

7) adding new line items to the subcontract budget without changing the total amount awarded to the subcontractor; and

8) change in salary ranges or personnel percents of time in the subcontractor's budget without changing the total amount awarded to the subcontractor. Subcontractor/consultant salaries are to be comparable to state civil service positions.

b. **Procedures for Submitting an Amendment:**

1) Telephone the PC and CM assigned to the contract.

2) If it is agreed that an amendment is necessary, submit two (2) copies of the following:

   a) A letter explaining why changes to the budget and/or SOW are necessary, including an effective date.
   b) A revised subcontract budget and budget justification, if applicable.
   c) A revised subcontract SOW (if applicable) on the appropriate forms. See Chapter 500 for SOW revision instructions and illustration.
   d) A revised Subcontract Agreement Transmittal Form (**Attachment B**).
   e) A revised subcontract agreement, if applicable.
   f) An explanation of the bid process, if a change in subcontractor is being proposed, and/or
   g) A budget amendment for the prime contractor. Refer to Chapter 500 for the instructions and format requirements.

   *Note: If the subcontract is greater that $50,000, the subcontract agreement amendment must be submitted to TCS for review and approval. However, if the agreement is $50,000 or less, the Subcontract Agreement Certification Form (**Attachment A**) must be submitted to TCS along with any documents that are required for a grant amendment or an in-house budget revision. Please contact your assigned CM for the documents that are required.*

c. The prime contractor may only request one (1) contract amendment per twelve month period. In addition, supplemental invoices may be submitted to TCS only after the amendment has been fully executed.

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SUBCONTRACT AGREEMENT REQUIREMENTS

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MINIMUM ELEMENTS OF BOILERPLATE LANGUAGE

The boilerplate language for subcontract agreements must include, but is not limited to, the following elements: *(Note: The term "subcontract agreements" refers to agreements with subcontractors and consultants.)*

1. The execution date of the agreement, legal name of both parties, and the prime contract number and signature block for both parties.

2. The time period for performance of activities.

3. The total amount paid to the subcontractor.

4. The subcontractor's scope of work. A provision stating: "The scope of work is hereby referenced and attached" and the detailed scope of work would be attached as an exhibit to the agreement. Or another option would be to provide within the agreement a complete description of the measurable work or service to be performed/provided or product(s) to be delivered.

5. The method of reimbursement (monthly or quarterly in arrears, lump sum at completion of work, etc.).

6. A provision stating: "The subcontractor agrees to comply with all terms and conditions of the *(name of prime contractor)* contract with the State of California, Tobacco Control Section, Contract No. __-_____ and all other addendas to this contract and all other applicable state laws.

7. A provision stating: "The subcontractor shall acknowledge the financial support of State funds whenever any findings, data, and materials developed pursuant to this contract are published or whenever the subcontractor creates a product (e.g., conference brochure, a film, videotape, manual, book, pamphlet, etc.) pursuant to this contract, in the following manner: *"This _____ was made possible by funds received from the California Department of Public Health, Tobacco Control Section, under Contract No. XX-XXXXX."* All printed materials shall include the California Smokers Helpline toll-free telephone number unless granted exemption from the State."

8. A provision stating: "The subcontractor grants the State of California copyright interest in any Works created, provided, developed or produced under the agreement and ownership of any Works not fixed in any tangible medium of expression and agrees to assign those rights to the State. For any Works for which the copyright is not granted to the State, the State shall retain a royalty-free, non-exclusive and irrevocable license throughout the world to reproduce, to prepare derivative Works, to distribute copies, to perform, to display, or otherwise use, duplicate or dispose of such Works in any manner for government purposes, and to have or permit others to do so."

MINIMUM ELEMENTS OF BOILERPLATE LANGUAGE (Cont.)

9. A provision stating: "The subcontractor agrees to maintain and preserve, until three years after termination of *(enter Contract Number)* and final payment from the State, to permit the State or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

10. A statement that travel reimbursement shall be reimbursed at the rate established by the Department of Personnel Administration.

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	Senior Health Educator or Assistant Project Director	$4,489-$5,612
Health Education Consultant I	Health Educator or Health Education Assistant	$3,328-$4,651
Administrative Assistant I	Program Coordinator/Assistant	$3,658-$4,652
Office Services Supervisor II	Office Manager	$2,953-$3,590
Management Services Technician	Community Health Worker	$2,495-$3,426
Research Scientist II	Evaluation Consultant	$5,309-$6,404
Research Scientist I	Evaluation Consultant	$4,833-$5,831
Associate Governmental Program Analyst	Research Analyst II	$4,400-$5,348
Staff Services Analyst	Research Analyst I	$2,817-$4,446
Legal Counsel	Attorney	$4,674-$5,137
Legal Assistant	Paralegal	$3,386-$4,116
Programmer I	Information Technician	$3,262-$3,777
Information Systems Technician	Information Technician	$2,480-$3,737

Illustration 602-2 **October 2007**

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B Subcontract Agreement Transmittal Form 13

(CHECK ONE):
_____Original
_____Amendment

ATTACHMENT A

SUBCONTRACT AGREEMENT CERTIFICATION FORM

The subcontract agreement review and approval process is hereby waived by the California Department of Public Health, Tobacco Control Section (TCS). Please complete this form, sign and forward to TCS. A complete subcontract agreement package must be retained by the Competitive Grantee/Contractor along with a copy of this completed form for audit purposes..

I. TCS GRANTEE/CONTRACTOR IDENTIFICATION: DATE: _____

Agency Name: _____

Address: _____

City, State, Zip: _____

Contract Number: _____ Contract Amount: $_____ Contract Term: _____ __

Contact Person: _____
(Person to contact regarding completion of this form)

Phone Number: (____)_____ Fax Number: (____)_____ Email: _____

II. SUBCONTRACTOR IDENTIFICATION:

Legal Name of Subcontractor or Consultant Name: _____

Address: _____

City, State, Zip: _____

Contract Amount: $_____ Term: _____

Subcontractor's Contact Person: _____
(Person to contact regarding subcontract - n/a for consultants)

Phone Number: (____)_____ Fax Number: (____)_____ Email: _____

III. TCS GRANTEE/CONTRACTOR CERTIFICATION:

The above-referenced agency hereby certifies that it has adhered to the subcontract requirements of the Tobacco Control Section (TCS) as indicated in the Competitive Grantees Administrative and Policy Manual, Section I, Chapter 600 and Section II, Chapter 300, Policy #06.

_____
Signature/Title and Date *(signed by Executive Director/Project Director and/or designee)*

SEND THE COMPLETED FORM TO THE ATTENTION OF YOUR TCS CONTRACT MANAGER at:
(Name of contract manager), California Department of Public Health, CDIC/Tobacco Control Section, MS 7206.
P.O. Box 997377, Sacramento, CA 95899-7377. Phone Number: (916) 449-5500. October 2007

(CHECK ONE):
_____Original
_____Amendment

ATTACHMENT B

SUBCONTRACT AGREEMENT TRANSMITTAL FORM

The transmittal form is used to obtain the Tobacco Control Section's required approval of subcontract agreements. Duplicate if you need additional copies. Complete the applicable sections and attach two (2) copies of the following to the transmittal form:

1. subcontractor agreement;
2. subcontractor's scope of work;
3. subcontractor's line item budget and budget justification;
4. an explanation of the award process; and
5. a cover letter that provides all the particulars necessary to evaluate the necessity or **desirability of incurring** such cost, and the reasonableness of the cost.

I. PRIME GRANTEE/CONTRACTOR IDENTIFICATION: DATE: _____

Agency Name: _____

Address: _____

City, State, Zip: _____

Contract Number: _____ Contract Amount: $_____ Contract Term: _____

Contact Person: _____
(Person to contact regarding completion of this form)

Phone Number: (____)_____ Fax Number: (____)_____ Email: _____

II. SUBCONTRACTOR IDENTIFICATION:

Legal Name of Subcontractor or Consultant Name: _____

Address: _____

City, State, Zip: _____

Contract Amount: $_____ Term: _____

Subcontractor's Contact Person: _____
(Person to contact regarding subcontract - n/a for consultants)

Phone Number: (____)_____ Fax Number: (____)_____ Email: _____

Is the subcontractor a non-profit organization? YES: ____ NO: ____

SEND THE COMPLETED FORM AND ATTACHMENTS TO THE ATTENTION OF YOUR TCS CONTRACT MANAGER AT: *(Name of contract manager),* California Department of Public Health, CDIC/Tobacco Control Section, MS 7206, P.O. Box 997377, Sacramento, CA 95899-7377. Phone Number: (916) 449-5500.

October 2007

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Progress Reports

CHAPTER 700
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CHAPTER 700
PROGRESS REPORTS

701 General

A. How TCS Uses the Progress Reports

Your progress report is one of the primary tools contractors use to communicate with TCS. It serves as a "window" so that TCS sees and understands how funds re used by each project. . TCS appreciates that completing the progress report is one of the least favorite aspects of the job for many of you, but it is one of the most important communication and management tools you have.

The Program Consultants (PC) review the progress reports to:

1. Monitor the implementation of the scope of work in terms of the quantity, quality and timeliness;
2. Identify the degree of program collaboration and coalition participation in the implementation of the scope of work;
3. Identify individual and statewide technical assistance and training needs and overall satisfaction with statewide technical assistance and training providers;
4. Identify outstanding programs and materials that should have broader statewide and national dissemination.

TCS also uses information provided through progress reports to respond to inquiries from the public, reporters, legislative offices, other state tobacco control programs, and other TCS contractors looking for good examples of particular program strategies. Your progress tracking measures, and evaluation reports also serve as a means for all to have a better understanding of what works in tobacco control.

B. Progress Report Preparation

1. **Online Progress Report Submission**: All TCS competitive grant contracts with the exception of the Tobacco Clearinghouse of California (TECC) use the Online Tobacco Information System (OTIS) to submit their progress reports. For projects other than TECC, the progress report narrative is submitted electronically online and two copies of the tracking measure documents that substantiate the narrative are mailed to TCS.

2. **Progress Report Template Submission**: TECC must prepare its progress report using the Word templates located on the PARTNERS web site at the address below. Two copies of the completed narrative progress report and tracking measure documents that substantiate the narrative will be mailed to TCS.

   http://www.tcspartners.org/Main/WebSite/tcsforms.htm

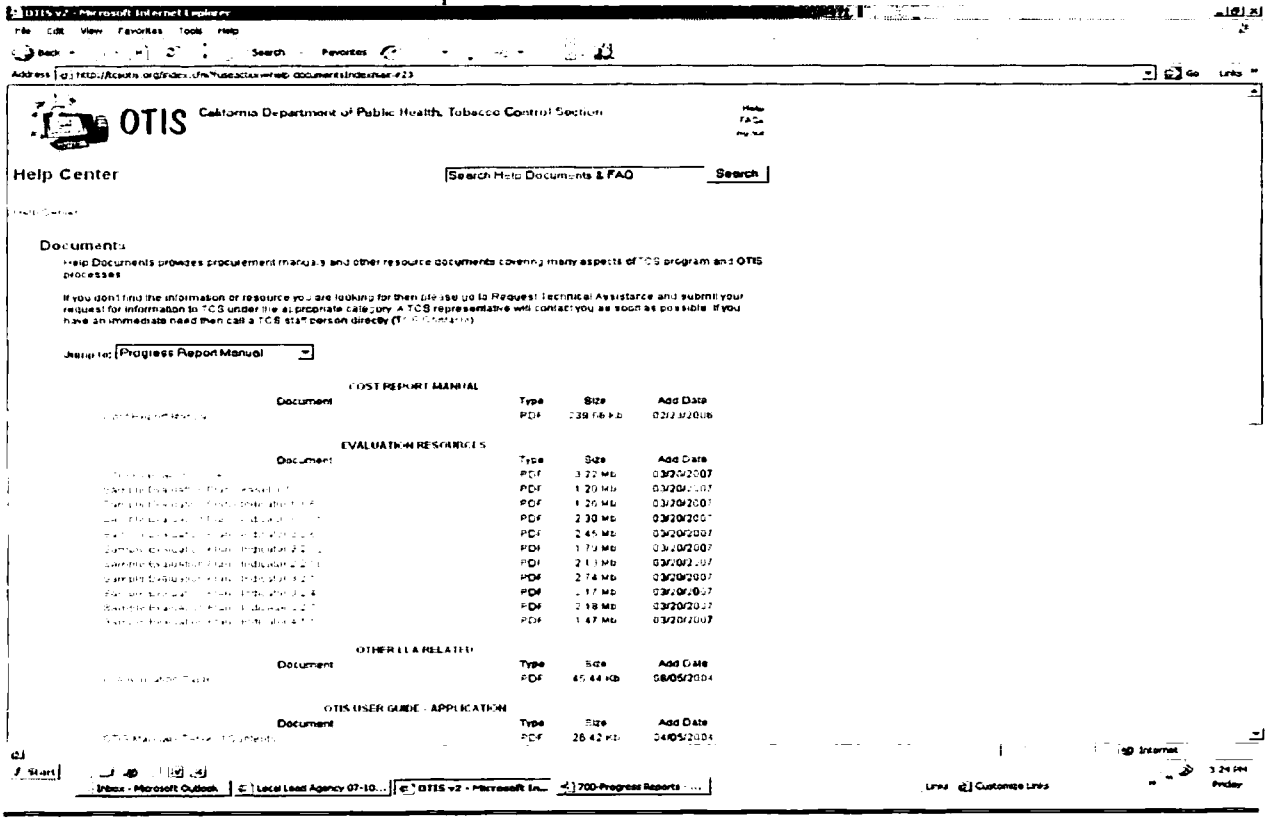
The templates are prepared in WORD 97 for Windows. Instructions for working with the templates are also on the web site. If you need another version or application, you will need to make arrangements to have the conversion made, using local computer resources. If you choose to create your own forms, they must follow the same format as the forms provided. Please refer to both the Illustrations (pages 21 - 37) and the Attachments (pages 39 - 50) to clearly determine the format of each form.

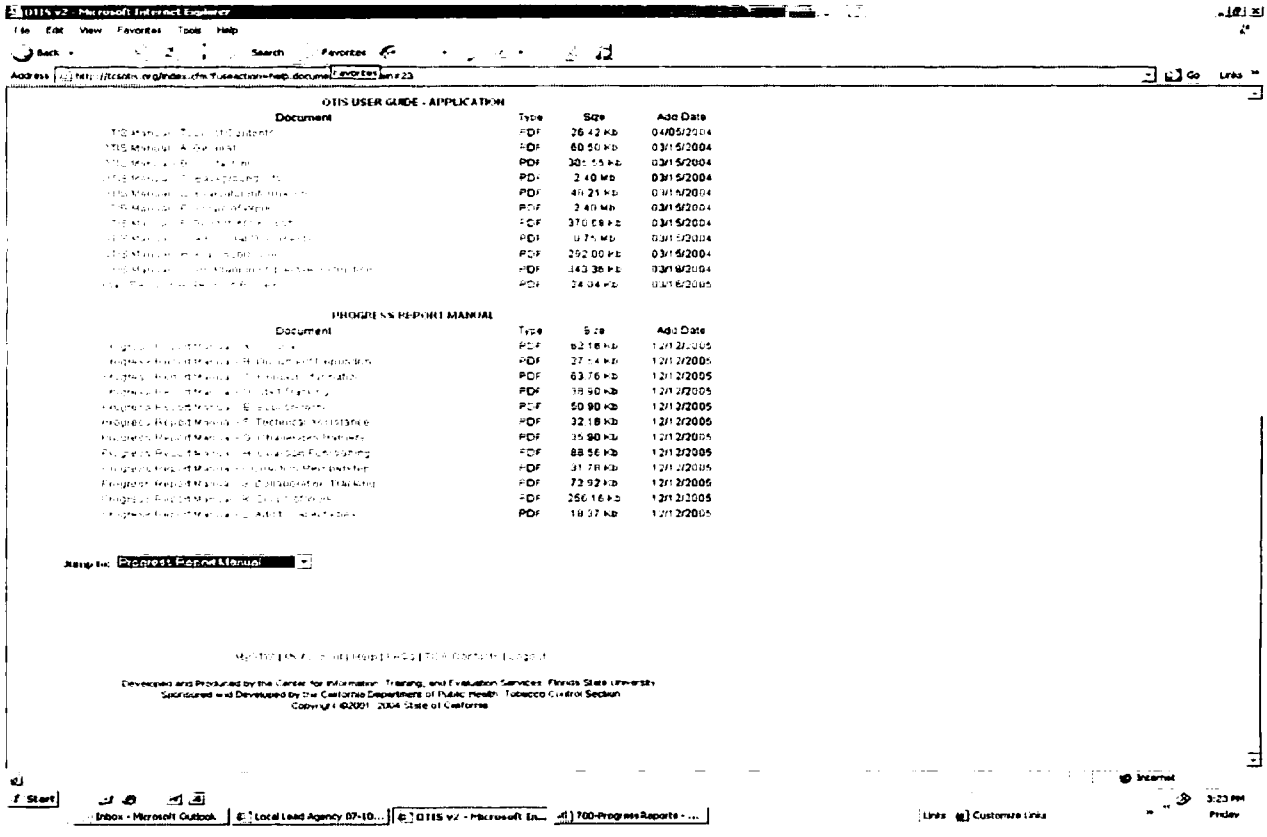
C. Technical Assistance

Prior to writing the progress report, thoroughly review these instructions. The PCs are available to provide technical assistance if needed.

D. OTIS General Instructions

1. Detailed instructions on how to prepare the progress report and submit the progress report through OTIS are available in the OTIS User Guide available at www.tcsotis.org. To access the OTIS User Guide, after logging on to the OTIS website:
   - Click on Help which is located at the bottom of each Web screen
   - Click on Documents
   - From the "Jump To" menu, select Progress Report Manual
   - Click on each section of the Progress Report Manual
   - Download and print each section of the manual to refer back to as needed





2. **Amount of Information:** Information provided in the progress report should be brief and concise, but provide enough information to clearly describe progress made toward completion of contract requirements. The description of progress must clearly quantify how much was done in that six month report period.

3. **Packaging and Submitting Tracking Measure Documents**

   a) **Cover Sheet:** The completed OTIS Document Repository Report form must be printed and placed on top of all tracking measure documents as a cover sheet to the tracking measures that verify completion of activities. Two sets of the tracking measure documents must be submitted via U.S. or private mail service to TCS. The Document Repository Report can be downloaded from OTIS under "Reports." Do NOT print a screen shot of the Document Repository. Screen shots do not capture all the information related to the agency's name, contract number and progress report.

   b) **Binding:** Do not professionally bind tracking measures and do not place tracking measures submitted to TCS in plastic page covers. You may staple, binder clip, and/or rubber band the tracking measure documents together. If you have loose documentation items, such as pens, T-shirts, cassette tapes, videos, etc., these may be placed in a manila envelope labeled with the agency name, contract number, and report period.

c) **Labeling**: Each tracking measure document must be labeled with the unique identification code that you assigned to it in OTIS. The corresponding identification code on each tracking measure document must correspond to the code for that item listed on the OTIS Document Repository Report form.

d) **What to Submit?** Submit those tracking measures listed in your scope of work that indicate they will be submitted with the progress report. If you have submitted an item previously, do NOT submit that item in subsequent progress reports.

E. Word Template General Instructions

The following are general instructions for completing the progress report.

1. **Amount of Information:** Information provided in the progress report should be brief and concise, but provide enough information to clearly describe progress made toward completion of contract requirements. The description of progress must clearly quantify how much was done in that six month report period.

2. **Order of Assembly:** Assemble the progress report in the following order: **Attachments A-K** and place all the documentation behind **Attachment K.**

3. **Page Numbering:** Beginning with the Progress Report Cover Sheet (**Attachment A**), number all pages of the progress report consecutively, including each page of documentation of activities.

4. **Font Size:** Please use a readable font size (preferably 12 point) to complete the progress report.

5. **Headers:** For **Attachments B1-K** include your agency name, contract number, and report period in the header.

6. **Packaging:** Please do not professionally bind the progress reports or place tracking measures submitted to TCS in plastic page covers. You may staple, binder clip, and/or rubber band the progress report together. If you have loose documentation items, such as pens, T-shirts, cassette tapes, videos, etc., these may be placed in a manila envelope labeled with the agency name, contract number, and report period.

702 Submission Requirements

1. OTIS Submission: Electronically submit the completed narrative portion of the progress report via OTIS and submit two complete copies of all tracking measure documentation via U.S. mail or private mail service.. Send these to the attention of TCS' Management Services Technician using the address listed below.

2. Word Template Submission: Submit one original (clearly marked) and one copy of the progress report and a complete set of all tracking measure documentation, including any new materials developed during the report period, with **each** progress report. Send these to the attention of TCS' Management Services Technician using the address listed below.

Mail Delivery: ***(If you submit your progress report by mail or use the U.S. Post Office Priority Mail, send the package to the following address. DO NOT SEND hand-carried/overnight mail packages here. Overnight mail is NOT delivered to this address).***

Marj Rogers
California Department of Public Health
CDIC/Tobacco Control Section
MS 7206
P.O. Box 997377
Sacramento, CA 95899-7377

Hand-carried/Overnight mail: Send overnight mail by express mail carrier to the address below. ***(If you use the U.S. Post Office Priority Mail, send it to the address above. The U.S. Post Office will not deliver ANY mail to the street address, including priority mail).***

Marj Rogers
California Department of Public Health
CDIC/Tobacco Control Section
MS 7206
1616 Capitol Avenue, Suite 74.516
Sacramento, CA 95814

703 Report Periods

Progress reports are required twice a year, with report periods being from July through December and January through June. The contractor's final progress report includes comprehensive information for the entire contract term. Progress reports are usually due to TCS one month following the end of the report period, however, the final comprehensive progress report is due on the last day of the contract term rather than a month following the end of the report period. CDPH/TCS is required to do this, as we may not require contractors to complete work after the contract term has ended.

See your contract, Exhibit A, "Scope of Work" for your specific progress report due dates.

NOTE

The final comprehensive progress report is due at the end of the contract term rather than a month following the end of the report period. CDPH/TCS is required to do this, as we may not require contractors to complete work after the contract term has ended.

704 Required Forms

Complete the following forms for all progress reports.

A. Administration

1. Progress Report Cover Sheet (**Attachment A**)
2. Progress Report Check List Form (**Attachment B1**) or,
   Final Comprehensive Progress Report Check List Form (**Attachment B2**)
3. Collaboration Tracking Form (**Attachment C**)
4. Project Staffing Form (**Attachment D**)
5. Subcontract/Consultant/Sponsorship Tracking Form (**Attachment E**)
6. Materials Development Form (**Attachment F**)

B. Coalition

1. Coalition Membership Form (**Attachment G**)
2. Coalition Meetings and Accomplishments Form (**Attachment H**)

C. Project Implementation

1. Major Challenges/Barriers Form (**Attachment I**)
2. Scope of Work Progress Activities Form (**Attachment J**)
3. Documentation List (**Attachment K**)

705 Instructions for Completing Progress Reports

Complete each form and assemble documentation using the following instructions.

A. Administration

1. **Progress Report Cover Sheet** (Word Template: **Attachment A**)
   [See **Illustration 705-1**]

   Note: The Progress Report Cover Sheet is not completed by agencies submitting their progress report via OTIS.

   Complete all required information as indicated on the form.

   a. **Agency Name, Project Name, and Address:** Enter the name of the agency as it appears on the contract, the project name and current mailing address. Check the box if the address is new.

   b. **Phone, Fax, and E-mail Address:** Enter the current phone and fax numbers and e-mail address where the contact person for the tobacco education project may be reached. Check the corresponding box if any of this information is new.

c. **Contract Number:** Enter the contract number that appears on the contract.

d. **Contract Amount:** Enter the full amount of the contract award for the entire contract period.

e. **Contract Term:** Enter the contract term that appears on the contract.

f. **Report Period:** Check the appropriate box next to the dates covered by the six-month progress report or the Final Comprehensive Progress Report.

g. **Technical Assistance:** Check the appropriate box to request or decline technical assistance. If technical assistance is requested, please provide an explanation on the Major Challenges/Barriers Form (**Attachment I**).

h. **Certification:**

1) **Signature of Project Director:** The Project Director is to sign and enter the date. Provide an original signature on the original copy of the progress report. Also enter the name of the Project Director below the signature.

2) **Signature of Coalition Chair:** The coalition chair is to sign and enter the date. Provide an original signature on the original copy of the progress report. Also enter the name of the Coalition Chair below the signature.

2. **Progress Report Check List Form** (Word Template: **Attachment B1** and **B2**) [See **Illustration 705-2**]

Note: The Progress Report Check List Form is <u>not</u> completed by agencies submitting their progress report via OTIS.

For the **Final Comprehensive Progress Report**, replace the Progress Report Check List Form (**Attachment B1**) with the Final Comprehensive Progress Report Check List Form (**Attachment B2** [See **Illustration 705-3**]). Use the following instructions for completing both forms.

a. **Attachment Check List:** Check off each form (**Attachments A-J**) included in the progress report. The forms should be assembled in the progress report in the same order as they appear on the checklist.

b. **Documentation of Activities Check List:** Check off that the Documentation List (**Attachment K**) and the actual documentation items are included at the end of the progress report.

c. **Confirmation of Submission:** Check to confirm the submission of the following.

1) **Check-off for submission of copies to CDPH/TCS:** Check to confirm the submission of the original and one (1) copy of the progress report and a complete set of all documentation with each progress report to CDPH/TCS, ATTN: Management Services Technician.

2) **Check-off for submission of materials to TECC:** In addition to materials submitted to CDPH/TCS, check to confirm the submission of two (2) copies of any new educational or media materials and one (1) copy of any new promotional or incentive items produced during the report period directly to the Tobacco Education Clearinghouse of California (TECC) with the corresponding TECC Material Intake Form(s) (MIF).

3. **Collaboration Tracking Form** (Word Template: **Attachment C**) [See **Illustration 705-4**]

Note: OTIS Users: Refer to the OTIS User Guide for instructions available at www.tcsotis.org. To access the OTIS User Guide, after logging on to the OTIS website:

- Click on Help which is located at the bottom of each Web screen
- Click on Documents
- From the "Jump To" menu, select Progress Report Manual
- Click on each section of the Progress Report Manual
- Download and print each section of the manual to refer back to as needed

a. **Number of meetings:** For each group listed on the form, describe how you collaborated with them during the report period, (e.g., attended coalition meetings, collaborated on an advocacy campaign, participated in teleconferences, received or provided technical assistance, etc.).

b. **Participation Rating:** On a scale of one to six, with six (6) being the highest, check the boxes to rate how valuable the collaboration was to the work you do.

c. **Participation Description:** Describe any specific activity related to the collaboration that was found to be worthwhile, interesting, and/or frustrating.

d. **CDPH/TCS-Sponsored Trainings/Conferences:** List any CDPH/TCS-sponsored trainings/conferences which staff attended during the report period.

4. **Project Staffing Form** (Word Template: **Attachment D**)
[See **Illustration 705-5**]

Note: OTIS Users: Refer to the OTIS User Guide for instructions, available at www.tcsotis.org. To access the OTIS User Guide, after logging on to the OTIS website:

- Click on Help which is located at the bottom of each Web screen
- Click on Documents
- From the "Jump To" menu, select Progress Report Manual
- Click on each section of the Progress Report Manual
- Download and print each section of the manual to refer back to as needed

List all positions in the order in which they appear in the approved budget justification and assign a consecutive number to each position rather than to each individual. Document any staff changes that occurred during this report period. If changes have occurred during the report period, the position will be listed twice with the same assigned number showing the changes.

a. **Staff Name/Degree(s)/Job Title:** Provide the actual name of staff hired, including any professional degrees. Provide the job title held for each staff person. The job titles should be consistent with the titles listed in the approved budget justification. List all positions, even if vacant. When listing vacant positions, indicate "Vacant" in place of a name.

b. **Percent of Time on Project:** Provide the actual percent of time that each staff person works on this contract. The actual percent of time should fall within the percentage of time range listed in the contract budget justification. Percentages should be calculated based on a 40-hour workweek. For example, if a staff person works 10 hours each week, the percent of time on the project is 25% time.

c. **Start Date:** Provide the date of hire for each staff person.

d. **End Date:** If a staff person left the project or was hired for a limited time period which ended during the report period, provide the actual last day of work. These names should not continue to appear in future progress reports.

e. **Comments:** Using the position numbers shown in the "Staff Name/ Degree(s)" column, include any additional comments or explanations for

staffing, indicating current vacancies, recruitment plans for those vacancies, anticipated hire dates for vacancies, and any changes in the staffing pattern.

5. **Subcontract/Consultant/Sponsorship Tracking Form** (Word Template: **Attachment E**) [See **Illustration 705-6**]

Note: OTIS Users: Refer to the OTIS User Guide for instructions available at www.tcsotis.org. To access the OTIS User Guide, after logging on to the OTIS website:

- Click on Help which is located at the bottom of each Web screen
- Click on Documents
- From the "Jump To" menu, select Progress Report Manual
- Click on each section of the Progress Report Manual
- Download and print each section of the manual to refer back to as needed

Use this form to list the following categories in this order: 1) subcontractors, 2) consultants, and 3) sponsorships. These categories are defined as follows:

Subcontracts: Usually a contractual relationship with an agency or business to provide goods or services. May include salaries, office expenses, indirect costs, etc.

Consultants: Usually a contractual relationship with an individual with special expertise beyond that possessed by project staff.

Sponsorships: Financial support to a sporting, cultural, or educational event in order to promote tobacco-free norms.

List all subcontracts/consultants/sponsorships identified in the approved budget justification that should have started work during or been working through the report period. List those ongoing agreements, even if no activities occurred during the report period, and/or agreements where activities should have begun during the report period, but have not begun. If this is the case, you will need to provide a justification in the comment section as to why work has not begun or proceeded. If an agreement has ended and all work was completed during a previous report period, it is not necessary to continue to include this in future progress reports.

If no subcontracts/consultants/sponsorships are listed for the report period, still include the form, but mark "N/A" on the form. This lets CDPH/TCS know that the form was not accidentally omitted from the progress report.

For each listing for each category, indicate the following information in the appropriate column.

a. **Name and Address of Subcontractor(s), Consultant(s), Sponsorship Recipient(s):** Complete the name and address of each subcontractor, consultant, and/or sponsorship recipient under contract during the report period.

b. **Type:** According to the legend at the bottom of the form, indicate the category of funding. Subcontract = S, Consultant = C, and Sponsorships = SP.

c. **Project Description:** Briefly describe the services that were provided or the project/event funded.

d. **Start/End Date:** Indicate the date the services or project/event start and end. Please do not continue to list projects that ended in previous report periods.

e. **Contract Amount:** Show the amount of money budgeted for each of the services and/or projects/events listed.

f. **Comments:** Use this section to provide any justification for work not begun or proceeded on during the report period.

6. **Materials Development Form** (Word Template: **Attachment F**)
[See **Illustration 705-7**]

Note: OTIS Users: Refer to the OTIS User Guide for instructions, available at www.tcsotis.org. To access the OTIS User Guide, after logging on to the OTIS website:

- Click on Help which is located at the bottom of each Web screen
- Click on Documents
- From the "Jump To" menu, select Progress Report Manual
- Click on each section of the Progress Report Manual
- Download and print each section of the manual to refer back to as needed

Include on this form any: 1) media materials (e.g., print ads, billboards, press packets, radio/television spots or PSAs); 2) educational materials (e.g., brochures, curricula, kits, fact sheets); or 3) promotional/incentive items (e.g., T-shirts, pencils, static stickers) developed during the report period. These are materials, which could be used by other tobacco control programs, and thus should also be submitted to TECC. **Please do not list items such as local press releases or newspaper articles here.**

Provide the information requested for each educational and media material and promotion/incentive item developed during the report period on this form. Please

staple the postcard(s) from TECC to this form verifying the receipt of these materials at TECC. Please remember to include the materials listed on the form with the documentation at the end of the progress report. If you have loose documentation items, such as pens, T-shirts, cassette tapes, videos, etc. place these in a manila envelope labeled with the agency name, contract/contract number, and report period.

If no materials were developed during the report period, still include the form, but mark "N/A" on the form. This lets CDPH/TCS know that the form was not accidentally omitted from the progress report.

a. **Item Format:** List each media or educational material or promotional/incentive item completed during the report period by type/format of material developed (e.g., billboard, brochure, T-shirt, video, television spot, etc.)

b. **Description:** Include a brief description of the content/purpose for each material listed.

c. **Target Population(s):** List the group(s) each material was designed to reach (e.g., youth, new moms, Vietnamese, African immigrants, general population, etc.).

d. **Language(s):** List the language(s) each material was developed in.

e. **Date Completed:** Include the date each material was completed.

f. **Date Sent to TECC:** Include the date that each material was sent to TECC. Each item should be sent to TECC, along with the TECC Material Intake Form, **as soon as it is completed.** For billboards, please send a picture or billboard poster to TECC.

g. **Document Number/Letter:** List the Document Number/Letter from the Scope of Work (SOW), column five (5) "Documentation Number/Letter" for each item listed. **Do not attach the item to this form, but do include it with all the documentation at the end of the progress report.**

B. Coalition

1. Coalition Membership Form (Word Template: **Attachment G**)

[See **Illustration 705-8**]

Note: OTIS Users: Refer to the OTIS User Guide for instructions available at www.tcsotis.org. To access the OTIS User Guide, after logging on to the OTIS website:

- Click on Help which is located at the bottom of each Web screen
- Click on Documents
- From the "Jump To" menu, select Progress Report Manual
- Click on each section of the Progress Report Manual
- Download and print each section of the manual to refer back to as needed

If you need more than one (1) page to list the coalition membership, continue to number the members consecutively on the additional pages.

a. **Name:** List the name of the agency or group represented for each coalition member. If an agency/group is no longer represented, simply draw a line through the organization name.

b. **Constituency Representation:** Check the one (1) primary constituency each member represents.

c. **Other:** If none of the listed constituency representations are applicable, write in the appropriate representation (e.g., religious community, military, youth organization, etc.).

d. **Ethnicity/Race:** Check the ethnicity or race of each member. Check all that are appropriate for each member.

2. **Coalition Meetings and Accomplishments Form** (Word Template: **Attachment H)**

[See **Illustration 705-9**]

Note: OTIS Users: Refer to the OTIS User Guide for instructions available at www.tcsotis.org. To access the OTIS User Guide, after logging on to the OTIS website:

- Click on Help which is located at the bottom of each Web screen
- Click on Documents
- From the "Jump To" menu, select Progress Report Manual
- Click on each section of the Progress Report Manual
- Download and print each section of the manual to refer back to as needed

a. **General Coalition Meetings:** For each general coalition meeting convened during this report period, state the date, location, and number of persons attending.

b. **Executive/Advisory Committee Meetings:** For each executive, core group, or advisory committee meeting convened during this report period, state the date, location, and number of persons attending.

c. **Subcommittee Meetings:** State the name of any subcommittees or task forces convened during this report period. For each meeting, state the date, location, and number of persons attending.

d. **Youth Coalition Meetings:** For each youth coalition meeting convened during this report period state the date, location, and number of youth attending. If you do not have a youth coalition, check the corresponding box on **Attachment H**.

e. **Coalition Actions/Accomplishments:** If the coalition was involved in activities or provided support for your program with activities that are not reported in your SOW progress, briefly provide a description of these activities here.

C. Project Implementation

1. **Major Challenges/Barriers Form** (Word Template: **Attachment I**) (See **Illustration 705-10**)

Note: OTIS Users: Refer to the OTIS User Guide for instructions available at www.tcsotis.org. To access the OTIS User Guide, after logging on to the OTIS website:

- Click on Help which is located at the bottom of each Web screen
- Click on Documents
- From the "Jump To" menu, select Progress Report Manual
- Click on each section of the Progress Report Manual
- Download and print each section of the manual to refer back to as needed

a. **Challenge:** List and briefly describe any challenges or difficulties encountered during the report period. **This is an opportunity, in a more narrative format, to discuss situations, which impacted your program delivery.**

b. **Solution:** Describe how these challenges or difficulties were/are being overcome or handled. If solutions are not evident or possible, discuss the situation.

c. **Technical Assistance Requested:** If you are requesting technical assistance, briefly describe the problem and the type of assistance that would be helpful to you. Be sure you checked the box(es) on the cover page requesting program and/or budget assistance.

If no challenges/barriers occurred during the report period, still include the form, but mark "N/A" on the form. This lets CDPH/TCS know that the form was not accidentally omitted from the progress report.

2. **Scope of Work Progress Activities Form** (Word Template: **Attachment J**) [See **Illustration 705-11**]

Note: OTIS Users: Refer to the OTIS User Guide for instructions available at www.tcsotis.org. To access the OTIS User Guide, after logging on to the OTIS website:

- Click on Help which is located at the bottom of each Web screen
- Click on Documents
- From the "Jump To" menu, select Progress Report Manual
- Click on each section of the Progress Report Manual
- Download and print each section of the manual to refer back to as needed

Add the progress made during the report period towards completion of each activity in column one, Objectives/Activities/ Evaluation. Also complete the appropriate columns under "For Progress Report Use Only." The other columns (Copyright, Percent, Start/End Date, Who is Responsible, and Tracking Measures) remain the same from your original scope of work. You cannot change your SOW through the progress report mechanism. You must follow the procedures outlined in Chapter 500 when requesting changes to your SOW.

Please be sure that information across all the columns remains aligned with the corresponding activity as you fill in the progress description.

If you made CDPH/TCS-approved changes to the SOW during the report period which deleted activities that had progress made towards them during the report period, please include the deleted activity with the progress and also state, "Activity deleted from SOW on (date)." In future progress reports, these deleted activities will be omitted.

a. **Header:** The Contract Number, Agency Name, Exhibit A, and Scope of Work are the only items that should appear in the header. Do not add anything else (i.e., contract term, revision date, etc.) When this form is used for the progress report, you need to key in the following additional items in the header: 1) "Attachment J" in the unmarked fill-in field in the upper right-hand corner of the header: 2) "Progress Activities Form" in the unmarked fill-in field under "Scope of Work" in the middle of header; and 3) dates for the current progress report period in the labeled fill-in field. (Follow the template instructions provided on PARTNERs for technical guidance in keying in these items.)

b. **Objectives/Activities/Evaluation Progress:** Following **each** activity in column one, write brief comments regarding the progress made during the report period towards the accomplishment of that activity. Precede the comments with a heading labeled "Progress." You may either: 1) provide progress for the current report period only: **OR** 2) leave in previous progress statements and add the new progress statement in a separate paragraph. However, please **bold** or *italicize* the progress statement for the **current report period** to differentiate this from the text of the SOW or any previous progress statements.

When the activity you are reporting on includes a certain number of activities, include a cumulative total in the progress statement. For example, you have an activity to collect 400 surveys from training participants. In the progress statement, include both the number of surveys completed during the report period and the total number completed to date. (i.e., "During the past six months, 50 surveys were completed at 2 trainings on August 3, and October 5, 1998 at the local YMCA. A total of 105 surveys have been completed to date.")

If an activity should have started or been completed during the report period and has not, please provide justification for this and an anticipated time period when this will take place.

c. **Document Number/Letter:** In the row corresponding with the activity you are documenting, identify the document number or letter in column five, "Document Number/Letter." Include documentation for the current progress report only. (See Documentation instructions below.)

d. **Actual Date(s) Completed:** Please include the date when an activity is completed. If you have an activity in which you are to conduct 10 presentations, do not list a completion date in this column until all 10 presentations are completed. Some large activities have more than one completion date. You may have an activity in your SOW to conduct an annual countywide event with three end dates 4/99, 4/00, and 4/01. After each of these events are completed, you should enter the actual completion date in this column. For ongoing activities (e.g., presentations, quarterly newsletters, monthly meetings, etc.) enter one final completion date when all of the activities are completed.

Once a completion date is listed, please leave this date on all future progress reports. This column is cumulative throughout all of the progress reports.

e. **Additional Activities:** Sometimes there are additional activities that have occurred which are not in your approved SOW. You may comment on

these at the end of the SOW Progress Activities Form in column one. Please enter "Additional Activities" before you state your progress to differentiate these activities from your approved SOW activities. You may also include any relevant documentation at the end of the progress report.

D. Documentation of Activities

1. Documentation List (Word Template: **Attachment K**)

Note: OTIS Users: Refer to the OTIS User Guide for instructions available at www.tcsotis.org. To access the OTIS User Guide, after logging on to the OTIS website:

- Click on Help which is located at the bottom of each Web screen
- Click on Documents
- From the "Jump To" menu, select Progress Report Manual
- Click on each section of the Progress Report Manual
- Download and print each section of the manual to refer back to as needed

Using **Attachment K**, list the documentation provided with the progress report in the same order as it appears in the SOW Progress Activities Form (**Attachment J**). List the document number/letter and the document name/title for each item. This list should be placed into the progress report just before all the actual documentation. (See **Illustration 705-12**)

2. Documentation

Documentation submitted with the progress report provides verification of completed deliverables and illustrates the work performed under the contract. The tracking measures for each activity in the SOW must be submitted as part of these verifiable contract deliverables.

Assemble the documentation items at the very end of the progress report immediately following the Documentation List (**Attachment K**). Clearly label each piece of documentation and assemble the documentation in the same order as the items appear on the Documentation List (**Attachment K**). You may label the documentation as A, B, C, etc. or 1, 2, 3, etc.; by page number (e.g., 89-90, 91, 92-100, etc.) as the complete report is paginated beginning to end; or in some other similar manner. This choice is up to you. The documentation just needs to be clearly labeled and easy to associate with the corresponding activity in the SOW Progress Activities Form.

Please provide originals of educational and media materials and promotional/ incentive items developed during the report period with both copies of the

progress report submitted each report period. These materials are used for your permanent file maintained by the State, the TECC Resource Center and the CDPH/TCS resource room. (For promotional/incentive items, you **may** include one (1) original with the original progress report and include a clear photo or photocopy of the items in the second copy of the progress report, but **originals are preferred.**) It is important that you submit original materials directly to TECC, as well as include them with your progress reports.

Examples of documentation to submit with the progress report include: training manuals, meeting minutes, flyers, posters, agendas, sample survey forms, sample pledge forms, evaluation reports, data analyses, etc. Do not include individually completed surveys or pledges, sign-in sheets, etc., but this documentation must be kept on file by your agency for **three years** after final payment is received from the state. Do not include in your progress report items completed in performance of another contract or general newspaper articles relating to national tobacco issues.

If you have the same documentation for more than one activity, you only need to provide the documentation once at the end of the progress report and then list the same document number/letter for each of the activities this documents. If you provided documentation in one progress report, you do not need to include the same documentation again in future progress reports, unless requested by CDPH/TCS.

E. Final Comprehensive Progress Report

The Final Comprehensive Progress Report is to cover the entire period identified in Section 703. Use this final comprehensive report period date on all Attachment headers for the report period. **Do not submit a separate six-month progress report for the last six (6) months as the final progress report is inclusive of the last six months.** The Final Comprehensive Progress Report is to follow the same reporting format as required in the six-month progress reports. Specific instructions for the final report follow.

Note: *OTIS Users: Refer to the OTIS User Guide for instructions available at www.tcsotis.org. To access the OTIS User Guide, after logging on to the OTIS website:*

- Click on Help which is located at the bottom of each Web screen
- Click on Documents
- From the "Jump To" menu, select Progress Report Manual
- Click on each section of the Progress Report Manual
- Download and print each section of the manual to refer back to as needed

1. Administration

a. **Progress Report Cover Sheet** (Word Template: **Attachment A**): Complete this form as you have for all previous progress reports.

b. **Final Comprehensive Progress Report Check List Form** (Word Template: **Attachment B2**): Replace the Progress Report Check List Form (**Attachment B1**) with the Final Comprehensive Progress Report Check List Form (**Attachment B2**) for the Final Comprehensive Progress Report.

c. **Collaboration Tracking Form (Word Template: Attachment C):** Complete this form for the past six (6) months only. On the header, the report dates should be for the past six (6) months.

d. **Project Staffing Form (Word Template: Attachment D):** Complete this form for the past six (6) months only. On the header, the report dates should be for the past six (6) months.

e. **Subcontract/Consultant/Sponsorship Tracking Form (Word Template: Attachment E):** Complete this form for the past six (6) months only. On the header, the report dates should be for the past six (6) months.

f. **Materials Development Form (Word Template: Attachment F):** Complete this form for any new materials developed in the past six (6) months only. If no materials were developed in the past six (6) months, still include the form, but mark "N/A" on the form. On the header, the report dates should be for the past six (6) months.

2. **Coalition**

a. **Coalition Membership Form** (Word Template: **Attachment G**): Provide any changes which occurred in the past six (6) months. On the header, the report dates should be for the past six (6) months.

b. **Coalition Meetings and Accomplishments Form** (Word Template: **Attachment H**): Complete this form for the past six (6) months only. On the header, the report dates should be for the past six (6) months.

3. **Project Implementation**

a. **Major Challenges/Barriers Form** (Word Template: **Attachment I**): Complete this form for the past six months only. On the header, the report dates should be for the past six (6) months.

b. **Scope of Work Progress Activities Form** (Word Template: **Attachment J**): The purpose of **Attachment J** for the final

comprehensive progress report is to determine the quality and level of completion of activities over the term of the contract rather than to analyze progress for the past six months. **Please do not include a separate statement for activities for the past six (6) months.** Under "Progress:" for each activity, write a brief summary of accomplishments for the **entire** comprehensive plan period. (You must write more than "Completed" under progress of each activity.) This is an opportunity to show the total accomplishments during the three years for **each** activity. **If an activity was not completed, please provide justification for this.** Please **bold** or *italicize* the summary comments for each activity to differentiate these from the text of the SOW or any previous progress statements. On the form header, the report period dates should state the entire contract term for your specific contract listed in Section 703. (See **Illustration 705-13**)

4. **Documentation of Activities**

   a. **Documentation List** (Word Template: **Attachment K**): Complete this form for the past six (6) months only. On the header, the report dates should be for the past six (6) months. Also include copies of this form from previous progress reports submitted during your contract's final comprehensive report period found in Section 703.

   b. **Documentation:** Include: 1) any materials developed and other documentation which verifies completion of activities in the past six (6) months; 2) documentation not previously submitted; and 3) any additional documentation requested in the previous Progress Report Analysis. You do not need to resend any documentation that was included in previous progress reports.

   c. **Outcome Evaluation:** Outcome evaluation activities, including writing of outcome evaluation reports, in your Scope of Work are to be completed and submitted with the final comprehensive progress report if these were not previously submitted to CDPH/TCS. For assistance in completing the outcome evaluation report, you may refer to the CDPH/TCS document, "Tell Your Story: Guidelines for Preparing an Evaluation Report," or your PC.

5. **Camera-Ready or Master Copies of Materials Developed**

   With the Final Comprehensive Progress Report, include camera-ready or master copies of educational and media materials developed during your contract period. Sometimes excellent materials are lost to all of us, therefore, CDPH/TCS' goal is to house camera-ready or master copies in one central location so that all Proposition 99 projects can have access to them.

CHAPTER 700
PROGRESS REPORTS

ILLUSTRATIONS

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CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
TOBACCO CONTROL SECTION

PROGRESS REPORT COVER SHEET

I. Agency Information:

Agency Name: ABC Agency

Project Name: Stop Tobacco Promotion

Address: 123 North Street
P. O. Box 555
Anywhere, CA 90000

☐ Check (X) if new address

Phone: (916) 000-0000 FAX: (916) 000-0001 E-mail Address: abc@community.com

Check (X) if: ☐ new phone ☐ new FAX number ☒ new E-mail address

Contract Number: 04-00000 Contract Amount: $500,000

Contract Term: July 1, 2004 to June 30, 2007

II. Report Period: (Check the appropriate reporting period for your specific contract.)

Six-month Report Periods:

☒ July 1, 2004 – December 31, 2004
☐ January 1, 2005 – June 30, 2005
☐ July 1, 2005 – December 31, 2005
☐ January 1, 2006 – June 30, 2006
☐ July 1, 2006 – December 31, 2006

Final Comprehensive Progress Report Periods:

☐ July 1, 2003 – June 30, 2005
☐ July 1, 2001 – June 30, 2005
☐ July 1, 2004 – June 30, 2007
☐ December 1, 2002 – December 31, 2005
☐ July 1, 2000 – June 30, 2005

III. Technical Assistance: (Check the appropriate box.)

☐ Program ☐ Budget ☒ None Requested At This Time

IV. Certification: I affirm that the information presented in this report accurately reflects the current status of this project.

Original Signature: *John Smith* Date: January 25, 2002

Project Director
Print Name: John Smith

Original Signature: *Jane Brown* Date: January 15, 2002

Coalition Chairperson
Print Name: Jane Brown

Department of Public Health, Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

PROGRESS REPORT CHECK LIST FORM

1. Attachment Check List

- ☒ Progress Report Cover Sheet (Attachment A)
- ☒ Progress Report Check List Form (Attachment B1)
- ☒ Collaboration Tracking Form (Attachment C)
- ☒ Project Staffing Form (Attachment D)
- ☒ Subcontract/Consultant/Sponsorship Tracking Form (Attachment E)
- ☒ Materials Development Form (Attachment F)
- ☐ Coalition Membership Form (Attachment G)
- ☐ Coalition Meetings and Accomplishments Form (Attachment H)
- ☒ Major Challenges/Barriers Form (Attachment I)
- ☒ Scope of Work Progress Activities Form (Attachment J)

2. Documentation of Activities Check List

- ☒ Documentation List (Attachment K)
- ☒ Documentation

3. Confirmation of Submission

☒ **To TCS:** This confirms submission of original and one (1) copy of progress report and a complete set of all documentation with each progress report to TCS.

☒ **To TECC:** This confirms submission of two (2) copies of any new educational or media materials and one (1) copy of any new promotional or incentive items produced during the report period directly to the Tobacco Education Clearinghouse of California (TECC) with the corresponding TECC Material Intake Form(s) (MIF).

Department of Public Health, Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

FINAL COMPREHENSIVE PROGRESS REPORT CHECK LIST FORM

1. Attachment Check List

- ☒ Progress Report Cover Sheet (Attachment A)
- ☒ Final Comprehensive Progress Report Check List Form (Attachment B2)
- ☒ Collaboration Tracking Form (Attachment C)
  (Complete form for the past six (6) months only.)
- ☒ Project Staffing Form (Attachment D)
  (Complete form for the past six (6) months only.)
- ☒ Subcontract/Consultant/Sponsorship Tracking Form (Attachment E)
  (Complete form for the past six (6) months only.)
- ☐ Materials Development Form (Attachment F)
  (Complete form for the past six (6) months only.)
- ☐ Coalition Membership Form (Attachment G)
  (Complete form for the past six (6) months only.)
- ☐ Coalition Meetings and Accomplishments Form (Attachment H)
  (Complete form for the past six (6) months only.)
- ☒ Major Challenges/Barriers Form (Attachment I)
  (Complete form for the past six (6) months only.)
- ☒ Scope of Work Progress Activities Form (Attachment J)
  (Complete form with summary comments for the entire comprehensive plan period.)

2. Documentation of Activities Check List

- ☒ Documentation List (Attachment K)
  (Complete list for the past six (6) months only and include copies of previous lists.)
- ☒ Documentation, including Final Evaluation Reports for selected objectives
  (Include documentation for the past six (6) months only and any additionally requested or not previously submitted.)

3. Confirmation of Submission

- ☒ **To TCS:** This confirms submission of original and one (1) copy of progress report and a complete set of all documentation with each progress report to TCS.
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Department of Public Health , Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

COLLABORATION TRACKING FORM

1. **Number of Meetings:** For each category, state the number of meetings staff attended during the report period. List any subcommittees/task forces staff attended and specify groups as requested below.

LLA Coalition Meetings attended: _____
Subcommittees/Task Forces:

TCS Priority Population Partnership Meetings attended: _____
Specify Partnership:

Other Local Meetings attended: _____
Specify groups:

2. **Participation Rating:** On a scale of 1-6, with 6 being the highest, check the boxes to rate how valuable the collaborations and meetings are to the work you do.

	1	2	3	4	5	6
LOCAL COALITION:	☐	☐	☐	☐	☒	☐
TCS PRIORITY POPULATION PARTNERSHIPS:	☐	☐	☐	☐	☐	☐
LOCAL MEETINGS:	☐	☐	☐	☐	☐	☒

3. **Participation Description:** If staff participated in a specific activity that was found to be worthwhile, interesting, and/or frustrating, describe the activity in the space provided.

The meeting with the city Chamber of Commerce was very exciting. The local businesses seem to be very interested in helping to replace the tobacco sponsorship in the community. An additional meeting was scheduled to discuss these possibilities with local event organizers.

4. **TCS-sponsored Trainings/Conferences:** List any TCS-sponsored trainings/conferences which staff attended during the report period.

Youth Access training
Project SMART Money training

Department of Public Health, Tobacco Control Section

Agency: _____
Contract #: _____
Report Period: _____

PROJECT STAFFING FORM

Staff Name, Degree(s)	Job Title	% of Time on Project	Start Date	End Date (if applicable)
1. Bill Smith, M.P.H.	Project Director	100%	7/1/01	
2. Jane Doe, B.S.	Health Educator	80%	7/1/01	
3. Vacant	Community Health Assistant	50%		
4. Jill Brown	Office Assistant	50%	7/1/01	10/15/01
4. Sam Hill	Office Assistant	50%	11/1/01	

COMMENT SECTION: Using the position numbers shown in the "Staff Name/Degree(s)" column, include any additional comments or explanations for staffing, indicating current vacancies, recruitment plans for those vacancies, anticipated hire dates for vacancies, and any changes in the staffing pattern.

3. We have been recruiting for this position. We currently have 5 possible applicants which we will be interviewing in January 2002.

4. Ms. Brown was transferred to another program on 10/15/01. Mr. Hill was transferred in to replace her by 11/1/01. Staff were able to cover the clerical work during this transfer when the position was vacant for approximately two weeks. This has not had a significant impact on the implementation of our program.

Department of Public Health, Tobacco Control Section

Agency: _____
Contract #: _____
Report Period: _____

SUBCONTRACT/CONSULTANT/SPONSORSHIP TRACKING FORM

Name and Address of: **Subcontractor(s)** **Consultant(s)** **Mini-grantee(s)** **Sponsorship Recipient(s)**	**Type***	**Project Description** Briefly describe the services that were provided or the project/event funded.	**Start/End Date**	**Contract Amount**
Jane Austin, Youth Health Education Assistant P.O. Box 250 Anywhere, CA 91234	S	Reach out to and orient sports league parents, coaches, and those in leadership positions as to tobacco issues. Facilitate applications for sponsorships, coordinate youth activities, such as merchant education.	7/1/01 - 6/30/04	$25,000
Joe Smith 1000 D Street Anywhere, CA 91234	C	Conduct outcome evaluation activities for all objectives. This report period he created the survey forms to conduct the baseline surveys for Objectives I, II, III, V, VII, and IX.	7/1/01 - 6/30/04	$50,000
ABC County Fair 450 Fair Circle Anywhere, CA 91234	SP	The County Fair adopted a 100% smoke-free policy on grounds, provided signage throughout fairgrounds stating this premise is smoke-free, advertised fair as smoke-free, provided us a free booth for entire fair (3 weeks), aired 4 PSAs daily over fair PA system.	7/3/01 - 7/24/01	$3,000

*Legend: Subcontract = S; Consultant = C; Sponsorship = SP

Illustration 705-6

Department of Public Health, Tobacco Control Section

Agency:
Contract #:
Report Period:

SUBCONTRACT/CONSULTANT/MINI-GRANT/SPONSORSHIP TRACKING FORM

Name and Address of: Subcontractor(s) Consultant(s) Mini-grantee(s) Sponsorship Recipient(s)	Type*	Project Description Briefly describe the services that were provided or the project/event funded.	Start/End Date	Contract Amount

COMMENTS SECTION: Please provide any justification for work not begun or proceeded upon during the report period.

Ms. Austin did not conduct any activities during the month of September and October due to an extended illness. Most of the activities are nearly caught up at the time of this report.

*Legend: Subcontract = S; Consultant = C; Sponsorship = SP

Illustration 705-6

Department of Public Health, Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

MATERIALS DEVELOPMENT FORM

Directions: Please list the educational and media materials and promotion/incentive items completed during this report period. Please staple the postcard(s) from TECC to this form verifying the receipt of these materials at TECC. Please remember to include the materials listed below with the documentation at the end of the progress report. If you have any loose documentation items, such as pens, T-shirts, cassette tapes, videos, etc., these may be placed in a manila envelope labeled with the agency name, contract/grant number, and report period.

Item Format	Description Include a brief description of the content/purpose	Target Population(s)	Language(s)	Date Completed	Date Sent to TECC	Document Number/Letter
Billboard	Promote Smokers' Helpline. Message: "Ready to quit? We're ready to help."	General population	English	8/1/01	8/4/01	3
Video	Increase skills for advocacy activities among youth coalitions/groups. Use with previously completed curriculum.	Youth	English	9/1/01	9/16/01	16
T-shirt	Incentive for youth who have completed advocacy training and commit to being involved in advocacy activities. Denotes association with our Youth Advocacy Program. Youth designed.	Youth	English	9/15/01	9/16/01	17
Smoke-free Vehicle Kit	For car dealers to give to customers when they purchase a vehicle. Contains educational information and static sticker for car window.	Adults/general population	English and Spanish	10/5/01	10/10/01	11
Press Packet	For media/community leaders to inform them of the youth and tobacco advertising problem.	Adults/media	English	12/15/01	12/20/01	19

Department of Public Health, Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

COALITION MEMBERSHIP FORM

Name of Agency or Group Represented By the Coalition	Constituency Representation Check One									Other: Describe			Ethnicity/Race					
	Local Lead Agency	TCS grantee	Education	Voluntary Health Organization	Worksite/employer	Media related	Community Member	Law Enforcement	Health Care Professional				African American	Hispanic/Latino	Asian/Pacific Islander	American Indian	Caucasian	Other
1. ALA of Anywhere				X													X	
2. WIC									X				X					
3. Anywhere City Police Department								X						X				
4. Anywhere City Chamber of Commerce					X												X	
5. AHA of Somewhere				X											X			
6. ACS of Anywhere				X									X					
7. Anywhere Medical Center									X						X			
8. Anywhere Medical Center									X								X	
9. Anywhere Community Center							X							X				
10. Anywhere Unified School District			X										X					
11. Anywhere Unified School District			X														X	
12. Somewhere High School District			X													X		
13. ABC County Sheriff's Department								X									X	
14. Community Church										X			X					
15. ABC County Tobacco Education and Prevention Program	X												X					

Illustration 705-8

Department of Public Health, Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

COALITION MEETINGS AND ACCOMPLISHMENTS FORM

1. **General Coalition Meetings:** For each general coalition meeting convened during this report period, state the date, location, and number of persons attending.

Meeting Date	Location	# Attending
8/30/98	Anywhere Health Department	12
10/24/98	Somewhere High School	14
12/5/98	Everywhere Community Hall	13

2. **Executive/Advisory Committee Meetings:** For each executive, core group, or advisory committee meeting convened during this report period, state the date, location, and number of persons attending.

Meeting Date	Location	# Attending
8/30/98	Anywhere Health Department	5
9/29/98	Anywhere Health Department	6
10/24/98	Somewhere High School	5
11/20/98	Anywhere Health Department	4
12/5/98	Everywhere Community Hall	6

3. **Subcommittee Meetings:** State the name of any subcommittees or task forces convened during this report period. For each meeting, state the date, location, and number of persons attending.

Subcommittee	Meeting Date	Location	# Attending
Youth Access	8/30/98	Anywhere Health Department	6
Sponsorship	8/30/98	Anywhere Health Department	7
Youth Access	10/24/98	Somewhere High School	5
Sponsorship	10/24/98	Somewhere High School	6

4. **Youth Coalition Meetings:** For each youth coalition meeting convened during this report period, state the date, location, and number of youth attending. If you do not have a youth coalition, check the corresponding box.

Meeting Date	Location	# Attending
8/15/98	Anywhere Health Department	23
9/14/98	Somewhere High School	22
10/15/98	Anywhere Health Department	25
11/13/98	Somewhere High School	20
12/14/98	Somewhere High School	24

☐ Do not have a youth coalition.

Illustration 705-9

COALITION MEETINGS AND ACCOMPLISHMENTS FORM

5. **Coalition Actions/Accomplishments:** If the coalition was involved in activities or provided support for your program with activities that are not reported in your Scope of Work progress, briefly provide a description of these activities here.

In response to the ruling on the FDA's authority to regulate tobacco, the general coalition decided to mount it's own letter writing campaign. Two of the members have great experience in writing editorials and will be submitting op-ed pieces to the local paper. The group also wants to brainstorm a way to educate the community in general to facilitate for FDA regulation of tobacco.

Department of Public Health, Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

MAJOR CHALLENGES/BARRIERS FORM

Directions: List and briefly describe any challenges or difficulties encountered during the report period. This is an opportunity, in a more narrative format, to discuss situations that impacted your program delivery. Describe how these challenges or difficulties were/are being overcome or handled. If solutions are not evident or possible, discuss the situation. For each challenge or barrier, please label the "Challenge:" and the "Solution:"

Challenge: We contracted with a new evaluator during this report period and it has been quite a challenging beginning. We never could seem to get a hold of each other and there were several miscommunications in July over the billboard survey forms.

Solution: To resolve the miscommunication, in August we appointed one contact person to work directly with the evaluator and we now have regularly scheduled meetings, either by phone or in person. This has helped tremendously in getting our work accomplished. We are keeping to our timelines and are pleased with the work the evaluator is doing for us.

Technical Assistance Requested: If you are requesting technical assistance, briefly describe the problem and the type of assistance that would be helpful to you.

ABC Agency
01-00000

Exhibit A
Scope of Work

Project Name: Stop Tobacco Promotion	Revision Date: November 1, 2001						
						For Progress Report Use Only	
Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	Document Number/ Letter	Actual Date(s) Completed
Priority Area: Countering Pro-Tobacco Influences							
VI. By June 30, 2004, facilitate the enactment of policies in 1-2 ABC County cities to restrict placement of tobacco billboards and/or all advertising on store exteriors.							
A. Community Mobilization Strategies							
1. Youth coalition members will educate 5-10 key community leaders and elected officials in 1-2 cities about restricting tobacco advertising through visits and an information packet. **Progress: 5 youth coalition members visited 3 community leaders and 4 elected officials of Anywhere during Oct., Nov., and Dec., 2002. Most were receptive to the youth and the information. Each person visited received the information packet. To date, 7 educational visits in 1 city have been completed.**		1	10/01 to 3/04	Youth Coalition, Health Educator	Contact Log		
2. etc.....							
B. Educational Strategies							
1. Conduct 1-2, 20-30 minute presentations to 1-2 city councils to educate them about options to reduce tobacco advertising. **Progress: Several attempts were made to schedule an educational presentation to the Anywhere City Council during this period; their schedule could not accommodate us. We are on the agenda for Feb. 03. To date, no presentations have been given**		1	10/01 to 3/04	Project Director, Health Educator, Youth Coalition	Presentation Schedule		

+ On file in office.

Page __ of __

Exhibit A
Scope of Work

Project Name: Stop Tobacco Promotion	Revision Date: November 1, 2001						
						For Progress Report Use Only	
Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	Document Number/ Letter	Actual Date(s) Completed
B. Educational Strategies (cont.)							
2. etc.....							
C. Media Strategies							
1. Create and update as needed a press packet describing the youth and tobacco advertising problem. **Progress: The packet was completed during this report period. Through collaboration with TECC, materials were gathered, viewed, selected or created.**	©	1.5	7/02 to 12/02	Project Director, Health Educator	Press Packet	19	12/02
2. When policies are passed, educate the public through 1-2 press releases, 1-2 print ads in local newspapers, and 1 paid radio spot in each of 1-2 cities. **Progress: No progress was made on these activities during the report period as no policies have been passed to date.**	©	2	11/02 to 4/04	Project Director, Media Consultant	Press releases, ads, and placement log		
3. etc.....							

+ On file in office.

Page __ of __

Department of Public Health, Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

DOCUMENTATION LIST

Document Number/ Letter	Document Name/Title
1	General Coalition Meeting Minutes
2	Executive Committee Meeting Minutes
3	Billboard poster
4	Billboard Article
5	Sample employee survey
6	Employee survey results
7	Newsletter article
8	List of businesses
9	Business contact log
10	Focus group results
11	Smoke-free Vehicle Kit
12	Press release for press conference
13	Pictures of press conference at dealership
14	Youth Access Subcommittee Meeting Minutes
15	Youth Advocacy Training Log
16	Youth Advocacy Video
17	Youth Advocacy Program T-shirt
18	Photos from training
19	Press Packet

Exhibit A
Scope of Work

Project Name: Stop Tobacco Promotion	Revision Date: November 1, 2001						
						For Progress Report Use Only	
Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	Document Number/ Letter	Actual Date(s) Completed
Priority Area: Countering Pro-Tobacco Influences							
VI. By June 30, 2004, facilitate the enactment of policies in 1-2 ABC County cities to restrict placement of tobacco billboards and/or all advertising on store exteriors.							
A. Community Mobilization Strategies							
1. Youth coalition members will educate 5-10 key community leaders and elected officials in 1-2 cities about restricting tobacco advertising through visits and an information packet. **Progress: During these three years, the youth coalition made educational visits to 12 key community leaders and elected officials in Anywhere and 15 key community leaders and elected officials in Somewhere.**		1	10/01 to 3/04	Youth Coalition, Health Educator	Contact Log+		3/04
2. etc.....							
B. Educational Strategies							
1. Conduct 1-2, 20-30 minute presentations to 1-2 city councils to educate them about options to reduce tobacco advertising. **Progress: 1, 20 minute presentation was conducted for the city council of Anywhere and 2, 25 minute presentations were provided to the city council of Somewhere.**		1	10/01 to 3/04	Project Director, Health Educator, Youth Coalition	Presentation Schedule		4/04

+ On file in office.

Exhibit A
Scope of Work

Project Name: Stop Tobacco Promotion	Revision Date: November 1, 2001						
						For Progress Report Use Only	
Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	Document Number/ Letter	Actual Date(s) Completed
B. Educational Strategies (cont.)							
2. etc.....							
C. Media Strategies							
1. Create and update as needed a press packet describing the youth and tobacco advertising problem. **Progress: The packet was completed 12/02 and updated in 4/04. 80 copies of the packet were distributed to local media and to community leaders.**	©	1.5	7/02 to 12/02	Project Director, Health Educator	Press Packet	19	12/02
2. When policies are passed, educate the public through 1-2 press releases, 1-2 print ads in local newspapers, and 1 paid radio spot in each of 1-2 cities. **Progress: Policies were passed in Anywhere (10/02) and Somewhere (11/03). 1 press release was sent to all local media (print, radio, television/cable) in each city (total of 2); 2 print ads were placed in the main newspaper of each city (total of 4); and 1 radio spot aired on two local stations in Anywhere and another radio spot aired on one local station in Somewhere (total of 2 spots).**	©	2	11/02 to 4/04	Project Director, Media Consultant	Press releases, ads, and placement log		2/04
3. etc.....							

+ On file in office.

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CHAPTER 700
PROGRESS REPORTS

ATTACHMENTS

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G Coalition Membership Form 48

H Coalition Meetings and Accomplishments Form 49

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K Documentation List 52

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
TOBACCO CONTROL SECTION

PROGRESS REPORT COVER SHEET

I. Agency Information:

Agency Name: _____

Project Name: _____

Address: _____

_____

_____

☐ Check (X) if new address

Phone: _____ FAX: _____ E-mail Address: _____

Check (X) if: ☐ new phone ☐ new FAX number ☐ new E-mail address

Contract Number: _____ Contract Amount: $_____

Contract Term: _____

II. Report Period: (Check the appropriate reporting period for your specific contract.)

Six-month Report Periods:

☐ July 1, 2004 – December 31, 2004
☐ January 1, 2005 – June 30, 2005
☐ July 1, 2005 – December 31, 2005
☐ January 1. 2006 – June 30. 2006
☐ July 1, 2006 – December 31, 2006

Final Comprehensive Progress Report Periods:

☐ July 1, 2003 – June 30, 2005
☐ July 1, 2001 – June 30, 2005
☐ July 1, 2004 – June 30, 2007
☐ December 1, 2002 – December 31, 2005
☐ July 1, 2000 – June 30, 2005

III. Technical Assistance: (Check the appropriate box.)

☐ Program ☐ Budget ☐ None Requested At This Time

IV. Certification: I affirm that the information presented in this report accurately reflects the current status of this project.

Original Signature: _____ Date: _____
Project Director
Print Name: _____

Original Signature: _____ Date: _____
Coalition Chairperson
Print Name: _____

Department of Public Health. Tobacco Control Section
Progress Report

Agency: _____
Grant #: _____
Report Period: _____

PROGRESS REPORT CHECK LIST FORM

1. Attachment Check List

- ☐ Progress Report Cover Sheet (Attachment A)
- ☐ Progress Report Check List Form (Attachment B1)
- ☐ Collaboration Tracking Form (Attachment C)
- ☐ Project Staffing Form (Attachment D)
- ☐ Subcontract/Consultant/Sponsorship Tracking Form (Attachment E)
- ☐ Materials Development Form (Attachment F)
- ☐ Coalition Membership Form (Attachment G)
- ☐ Coalition Meetings and Accomplishments Form (Attachment H)
- ☐ Major Challenges/Barriers Form (Attachment I)
- ☐ Scope of Work/Workplan Progress Activities Form (Attachment J)

2. Documentation of Activities Check List

- ☐ Documentation List (Attachment K)
- ☐ Documentation

3. Confirmation of Submission

- ☐ **To TCS:** This confirms submission of original and two (2) copies of progress report and a complete set of all documentation with each progress report to TCS.
- ☐ **To TECC:** This confirms submission of two (2) copies of any new educational or media materials and one (1) copy of any new promotional or incentive items produced during the report period directly to the Tobacco Education Clearinghouse of California (TECC) with the corresponding TECC Material Intake Forms (MIF).

Department of Public Health , Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

FINAL COMPREHENSIVE PROGRESS REPORT CHECK LIST FORM

1. Attachment Check List

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- ☐ Collaboration Tracking Form (Attachment C)
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- ☐ Project Staffing Form (Attachment D)
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- ☐ Subcontract/Consultant/Sponsorship Tracking Form (Attachment E)
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- ☐ Major Challenges/Barriers Form (Attachment I)
  (Complete form for the past six (6) months only.)
- ☐ Scope of Work Progress Activities Form (Attachment J)
  (Complete form with summary comments for the entire comprehensive plan period.)

2. Documentation of Activities Check List

- ☐ Documentation List (Attachment K)
  (Complete list for the past six (6) months only and include copies of previous lists.)
- ☐ Documentation, including Final Evaluation Reports for selected objectives
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Department of Public Health, Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

COLLABORATION TRACKING FORM

1. **Number of Meetings:** For each group listed on the form, describe how you collaborated with them during the report period, (e.g., attended coalition meetings, collaborated on an advocacy campaign, participated in teleconferences, received or provided technical assistance, etc.)

LLA Coalitions:

- **TCS –Funded Statewide Projects (e.g.,** California Clean Air Project, Capacity Building Center for Diverse Populations, CYAN, Helpline, TECC, TALC, The Center for Tobacco Cessation, The Tobacco Control Evaluation Center, The Center for Tobacco Policy & Organizing)

Other Local Groups K-12 Schools

2. **Participation Rating:** On a scale of 1-6, with 6 being the highest, check the boxes to rate how valuable the collaborations was to the work you do.

	1	2	3	4	5	6
LLA COALITIONS:	☐	☐	☐	☐	☐	☐
TCS FUNDED STATEWIDE PROJECTS	☐	☐	☐	☐	☐	☐
K-12 SCHOOLS	☐	☐	☐	☐	☐	☐
LOCAL GROUPS:	☐	☐	☐	☐	☐	☐

3. **Participation Description:** If staff participated in a specific activity that was found to be worthwhile, interesting, and/or frustrating, describe the activity in the space provided.

4. **TCS-sponsored Trainings/Conferences:** List any TCS-sponsored trainings/conferences which staff attended during the report period.

Department of Public Health, Tobacco Control Section

Agency: _____
Contract #: _____
Report Period: _____

PROJECT STAFFING FORM

Staff Name, Degree(s)	Job Title	% of Time on Project	Start Date	End Date (if applicable)

COMMENT SECTION: Using the position numbers shown in the "Staff Name/Degree(s)" column, include any additional comments or explanations for staffing, indicating current vacancies, recruitment plans for those vacancies, anticipated hire dates for vacancies, and any changes in the staffing pattern.

Department of Public Health, Tobacco Control Section

Agency: _____
Contract #: _____
Report Period: _____

SUBCONTRACT/CONSULTANT/SPONSORSHIP TRACKING FORM

Name and Address of: **Subcontractor(s)** **Consultant(s)** **Sponsorship Recipient(s)**	**Type***	**Project Description** Briefly describe the services that were provided or the project/event funded.	**Start/End Date**	**Contract Amount**

COMMENTS SECTION: Please provide any justification for work not begun or proceeded upon during the report period.

*Legend: Subcontract = S; Consultant = C; Sponsorship = SP

Department of Public Health, Tobacco Control Section
Progress Report

Agency: ____
Contract #: _____
Report Period: _____

MATERIALS DEVELOPMENT FORM

Directions: Please list the educational and media materials and promotion/incentive items completed during this report period. Please staple the postcard(s) from TECC to this form verifying the receipt of these materials at TECC. Please remember to include the materials listed below with the documentation at the end of the progress report. If you have any loose documentation items, such as pens, T-shirts, cassette tapes, videos, etc., these may be placed in a manila envelope labeled with the agency name, contract number, and report period.

Item Format	Description Include a brief description of the content/purpose	Target Population(s)	Language(s)	Date Completed	Date Sent to TECC	Document Number/Letter

ATTACHMENT G

Agency: _____
Contract #: _____
Report Period: _____

COALITION MEMBERSHIP FORM

Name of Agency or Group Represented By the Coalition	Constituency Representation Check One									Other: Describe			Ethnicity/Race					
	Local Lead Agency	TCS grantee	Education	Voluntary Health Organization	Worksite/employer	Media related	Community Member	Law Enforcement	Health Care Professional				African American	Hispanic/Latino	Asian/Pacific Islander	American Indian	Caucasian	Other
1.																		
2.																		
3.																		
4.																		
5.																		
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Department of Public Health, Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

COALITION MEETINGS AND ACCOMPLISHMENTS FORM

1. **General Coalition Meetings:** For each general coalition meeting convened during this report period, state the date, location, and number of persons attending.

Meeting Date	Location	# Attending

2. **Executive/Advisory Committee Meetings:** For each executive, core group, or advisory committee meeting convened during this report period, state the date, location, and number of persons attending.

Meeting Date	Location	# Attending

3. **Subcommittee Meetings:** State the name of any subcommittees or task forces convened during this report period. For each meeting, state the date, location, and number of persons attending.

Subcommittee	Meeting Date	Location	# Attending

4. **Youth Coalition Meetings:** For each youth coalition meeting convened during this report period, state the date, location, and number of youth attending. If you do not have a youth coalition, check the corresponding box.

Meeting Date	Location	# Attending

☐ Do not have a youth coalition.

5. **Coalition Actions/Accomplishments:** If the coalition was involved in activities or provided support for your program with activities that are not reported in your Scope of Work progress, briefly provide a description of these activities here.

Department of Public Health, Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

MAJOR CHALLENGES/BARRIERS FORM

Directions: List and briefly describe any challenges or difficulties encountered during the report period. This is an opportunity, in a more narrative format, to discuss situations that impacted your program delivery. Describe how these challenges or difficulties were/are being overcome or handled. If solutions are not evident or possible, discuss the situation. For each challenge or barrier, please label the "Challenge:" and the "Solution:"

Challenge:

Solution:

Technical Assistance Requested: If you are requesting technical assistance, briefly describe the problem and the type of assistance that would be helpful to you.

Agency Name:
Contract No.:

Exhibit A
Scope of Work

Project Name:	Revision Date:						
						For Progress Report Use Only	
Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	Document Number/ Letter	Actual Date(s) Completed
Priority Area:							

+ On file in office.

Department of Public Health, Tobacco Control Section
Progress Report

Agency: _____
Contract #: _____
Report Period: _____

DOCUMENTATION LIST

Document Number/ Letter	Document Name/Title

Tab:

Chapter 800
Equipment Purchases

CHAPTER 800
EQUIPMENT PURCHASES

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CHAPTER 800
EQUIPMENT PURCHASES

801 General

This chapter applies to those contractors that have identified and budgeted for the purchase of expendable equipment (see **Illustration 801** for definitions). This chapter provides you with the information you need to report the purchase and inventory of this equipment obtained through your TCS contract. For TCS policy on equipment purchases see the Policy Section, Chapter 400, Policy #02. For the purchase and inventory of equipment there are two forms required, which are: 1) Contract Equipment Purchased With DHS Funds ***(hereinafter referred to as the purchase form)*** and 2) Inventory/Disposition of DHS-Funded Equipment ***(hereinafter referred to as the inventory form)***. These forms can be downloaded from the PARTNERS web site at the following address: http://www.tcspartners.org/Main/WebSite/tcsforms.htm.

Read carefully the language contained in your contract and your approved budget and budget justification (BJ). If your agency received TCS approval to purchase equipment, please follow the instructions provided below for reporting the purchase and inventory of this equipment. For those contractors who have an "Equipment Purchase" line item in their approved budget, no equipment purchases billed (invoiced) to the contract will be paid until a purchase form has been submitted and approved by TCS in accordance with this chapter.

All equipment must be budgeted for in the Equipment Expenses category and reported to TCS using the purchase form. At the termination of the contract, an inventory of this equipment must also be completed using the inventory form referenced above. All equipment purchased with State funds belongs to the State and may be retrieved upon termination of the contract. Do not dispose of equipment in any manner without obtaining prior written approval from TCS.

802 Purchase Form

A. All equipment purchased under this contract must be described in the TCS approved BJ in the Equipment Expenses line item. The following steps must be completed to report the purchase of this equipment:

1. When submitting an invoice for payment that reflects equipment purchases, you must complete the purchase form (**Attachment A**) and forward to TCS **with the invoice**. List all equipment purchased during that monthly invoice (see Sample, **Illustration 802**).

When preparing the purchase form, please keep in mind the following: (note the lettered items below refer to the lettered items on **Illustration 802**)

a. Exhibit Reference: Enter the exhibit reference as appropriate to your contract.

b. Current Contract Number: Enter your current contract number.

c. Previous Contract Number: If you had a previous contract with TCS, enter that contract number here ONLY if the equipment was purchased through the previous contract: otherwise, leave it blank.

d. Contractor's Name and Complete Address: Enter your agency's name and complete physical address (do not use post office boxes).

e. Contractor's Contact Person and Contact's Telephone Number: Enter the name of the person within your agency whom TCS can contact regarding this form and the phone number where they can be reached.

f. Date Current Contract Expires: Enter the termination (ending) date of your current TCS contract.

g. CDPH Program Name/Contract Manager/Address/Telephone No.: Enter TCS as the program name: the program contract manager will be the name of your assigned contract manager; enter TCS' physical address and your contract manager's phone number.

h. Date of this Report: Enter the date the report is prepared.

i. Quantity: This should always be one (1) because you must enter only one item per line.

j. Description: Provide the manufacturer's name, model number, type, size and/or capacity.

k. Unit Cost Per Item: Enter the unit cost, before sales tax, per item. e.g.. two TV/VCRs cost $1,100 total, so the base price of each is $550.

l. Date Purchased: Enter the date your agency took possession of the equipment.

m. Serial No.: Enter the manufacturer's serial number from the equipment.

n. Optional Program Use Only: Leave blank – for TCS use only.

2. Submit the completed purchase form to your assigned contract manager along with the invoice on which the equipment expense is billed. **DO NOT submit the form directly to the Business Services Section within CDPH. If this occurs, payment of any invoices pending submission of the purchase form may be delayed.**

B. TCS will review the items listed to ensure the items purchased are included in the TCS approved budget. If the items are not included in the approved budget, the reimbursement for the purchase may be denied or you may be asked to revise your budget and budget justification before the reimbursement can be approved. If the revision request is denied, the monthly invoice may be adjusted to recover the purchase price of the equipment. If the form is incomplete, it may be returned to you for completion.

C. The contractor is responsible for this equipment throughout the term of the contract. If the equipment is lost/stolen/destroyed at any time, the procedures outlined in Section 803 must be followed.

D. If the equipment becomes inoperative during the contract term, you must complete an inventory form. See Section 804 below. Once the inventory form is approved, you will be instructed by your CM on how to dispose of the equipment.

E. The contractor is not to dispose of the equipment in any manner without first obtaining prior written approval from TCS.

803 Lost/Stolen/Destroyed Equipment

Whenever equipment is lost/stolen/destroyed, a report must be filed immediately with TCS. The report must contain:

A. A description of the events;

B. A list of the identification tag number(s) of the item(s) stolen;

C. A copy of the police report *(not applicable for lost/destroyed equipment)*;

D. Precautions to be taken to prevent repeat situations; and,

E. Completed purchase form for replacement equipment. Purchasing replacement equipment will most likely require a budget revision to move additional funds into the Equipment Expenses line item.

804 Inventory Form

A. Contract language requires a final inventory of all equipment purchased through your contract. Within 90 calendar days of the termination of your contract, you must provide this final inventory by using the inventory form, (**Attachment B**). This form should include all equipment reported on previously submitted purchase forms.

This form should also be completed when equipment has become obsolete/inoperative and needs to be replaced. The form should be completed at the time the equipment is replaced. Do not wait until the end of the contract term.

The following steps must be completed:

1. Complete the inventory form and forward to TCS. List all equipment purchased (see Sample, **Illustration 804**). When preparing the inventory form, please keep in mind the following: (note the lettered items below refer to the lettered items on **Illustration 804**).

   Please note: DO NOT include lost/stolen/destroyed equipment information; include only the replacement (i.e., currently existing) equipment.

   a. Exhibit Reference: Enter the exhibit reference as appropriate to your contract.

   b. Current Contract Number: Enter your current contract number.

   c. Previous Contract Number: If you had a previous contract with TCS, enter that contract number here ONLY if the equipment was purchased through the previous contract: otherwise, enter N/A.

   d. Contractor's Name and Complete Address: Enter your agency's name, complete physical address (do not use post office boxes).

   e. Contractor's Contact Person and Telephone Number: Enter the name and phone number for the contact person.

   f. Date Current Contract Expires: Enter the date.

g. CDPH Program Name/Contract Manager/Address/Telephone Number: Enter TCS as the program name; the program contract manager will be the name of your assigned contract manager; enter TCS' physical address and your contract manager's phone number.

h. Date of this Report: Enter the date the report is prepared.

i. State ID Tag No.: If State ID tags were issued, enter the number assigned to each piece of equipment. **Make sure the tag numbers correspond to the serial number of the equipment being listed.** If no State ID tags were issued, enter "N/A."

j. Quantity: This should always be one (1) because you must enter only one item per line.

k. Description: Provide the manufacturer's name, model number, type, size and/or capacity.

l. Unit Cost Per Item: Enter the unit cost, before sales tax, per item, e.g., two TV/VCRs cost $1,100 total, so the base price of each is $550.

m. Original Purchase Date: Enter the date your agency took possession of the equipment.

n. Serial No.: Enter the manufacturer's serial number from the equipment. Separate tags are issued for each piece of equipment.

o. Optional-Program Use Only: Leave blank – for TCS use only.

p. Condition: Immediately following the description of the item, provide a brief description of the condition (refer to the sample).

2. Submit the completed inventory form to your assigned contract manager. **DO NOT submit the form directly to the Business Services Section within CDPH. If this occurs, payment of any invoices pending submission of the inventory form may be delayed.**

B. TCS will review the inventory form for accuracy and completeness. Forms that are not accurate or are incomplete will be returned to you for correction.

C. After review of the inventory form, TCS will:

- ***(For Contract Terminations)*** determine if the equipment should be retrieved based on its condition. You will be notified in writing within 30 days of receipt of the inventory form.
- ***(For Obsolete/Inoperative Equipment)*** instruct you on how to dispose of the equipment. This review involves other CDPH programs and can take up to two (2) months to complete.

CHAPTER 800
EQUIPMENT PURCHASES

ILLUSTRATIONS

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801 Expendable Equipment 8

802 Purchase Form 9

804 Inventory Form 11

EQUIPMENT DEFINITIONS

All equipment, regardless of type, must be budgeted in the Equipment Expenses category and reported on the purchase and inventory forms.

Major Equipment

- Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more and is used to conduct state business.
- Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video) and is used to conduct state business.

Minor Equipment: A tangible item having a base unit cost of less than $5,000, a life expectancy of one (1) year or more and is used to conduct state business.

Board, Copyboard Electronic		
		Palm Organizer
Camera Digital-No Film (picture developed through computer)	Copier, All Types	Computer Plotter
		Printer Fax Scanner (all in one)
Computer, All Types		Projector, Image Reflecting
Computer Component (External Part)	DVD Player	
Computer (PC) – Personal Computer	Detector, All Types	
	Fax Machine	
Computer Monitor, Color		
Computer Laptop		TV/VCR/DVD
Computer (CPU) Mainframe		
Computer Printer,	LAN Component	
Computer Tape Backup Unit		Video Camcorder

Miscellaneous Equipment: Specific tangible items with a life expectancy of one (1) year or more that are purchased with CDPH funds (furniture, cabinets, typewriters, nondigital cameras, etc.)

Exhibit Ⓐ

CONTRACTOR EQUIPMENT PURCHASED WITH CDHS FUNDS

Current Contract Number: 04-00000 Ⓑ

Previous Contract Number (if applicable): N/A Ⓒ

Contractor's Name: ABC Community Services

Ⓓ

Complete Address: 1234 East Way, Redding, CA 96000

Contractor's Contact Person: John Doe Ⓔ

Contact's Telephone Number: (530) 000-0000

Date Current Contract Expires: 06/30/07 Ⓕ

CDHS Program Name Tobacco Control Section

CDHS Program Contract Manager Toni Rubin Ⓖ

CDHS Program Address 1616 Capitol Avenue, Suite 74.516

P. O. Box 997377, MS 7206, Sacramento, CA 95899-7377

CDHS Program Contract Manager's Telephone Number: (916) 449-5507

Date of this Report: 07/31/04 Ⓗ

(THIS IS NOT A BUDGET FORM)

STATE/CDHS PROPERTY TAG NUMBER (If motor vehicle, list license number.)	QUANTITY	DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDHS PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	*OPTIONAL PROGRAM USE ONLY*
	1	Motorola, TV/VCR, 19" screen, remote, color	$550		07/14/04	J2349800	
	1	Motorola, TV/VCR, 19" screen, remote, color	$550		07/14/04	J2349801	
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				

INSTRUCTIONS FOR HAS 1203
(Please read carefully.)

The information on this form will be used by the California Department of Health Services (CDHS) Asset Management (AM) to tag contract equipment and/or property (see definitions A and B) which is purchased with CDHS funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDHS equipment and/or property has been received, the CDHS Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDHS AM. The CDHS Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDHS Program Contract Manager, AM will fill in the first column with the assigned state/CDHS property tag, if applicable, for each item (see definitions A and B). AM will return the original form to the CDHS Program Contract Manager, along with the appropriate property tags. The CDHS Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDHS warehouse and was issued a state/CDHS property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

   A. **Major Equipment:**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

   These items are issued green numbered state/CDHS property tags.

   B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. **These items are issued green unnumbered "BLANK" state/CDHS property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDHS policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDHS Purchase Order (STD 65) number if the items were purchased by CDHS.

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDHS Vehicle Services. (See HAM, Section 2-10050.)

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDHS Program Contract Manager should retain one copy and send the original to: California Department of Health Services, Asset Management, MS 1405, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, Sacramento, CA 95899-7413.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0124.

7. Use the version on the CDHS Intranet forms site. The HAS 1203 consists of one page for completion and one page with information and instructions.

Exhibit Ⓐ

INVENTORY/DISPOSITION OF CDHS-FUNDED EQUIPMENT

Current Contract Number: 04-00000 Ⓑ

Previous Contract Number (if applicable): N/A Ⓒ

Contractor's Name: ABC Community Services Ⓓ

Complete Address: 1234 East Way, Redding, CA 96000

Contractor's Contact Person: John Doe Ⓔ

Contact's Telephone Number: (530) 000-0000

Date Current Contract Expires: 06/30/07 Ⓕ

CDHS Program Name: Tobacco Control Section

CDHS Program Contract Manager: Toni Rubin Ⓖ

CDHS Program Address: 1616 Capitol Avenue, Suite 74.516
P. O. Box 997377, MS 7206, Sacramento, CA 95899-7377

CDHS Program Contract Manager's Telephone Number: (916) 449-5507

Date of this Report: 04/30/07 Ⓗ

(THIS IS NOT A BUDGET FORM)

STATE/CDHS PROPERTY TAG NUMBER (If motor vehicle, list license number.)	QUANTITY	DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDHS ASSET MGMT. USE ONLY CDHS DOCUMENT (Disposal) NUMBER	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL PROGRAM U ONLY
K01465	1	Motorola, TV/VCR, 10" screen, remote, color	$550		07/15/04	J2349800	
		Condition: Excellent	$				
K01466	1	Motorola, TV/VCR, 9" screen, remote, color	$ 550		07/15/04	J2349801	
		Condition: Fair; remote has been lost; some of the color	$				
		adjustment knobs are broken.	$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				

INSTRUCTIONS FOR HAS 1204
(Please read carefully.)

The information on this form will be used by the California Department of Health Services (CDHS) Asset Management (AM) to; (a) conduct an inventory of CDHS equipment and/or property (see definitions A and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDHS funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDHS Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDHS Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDHS tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted HAS 1203s**, "Contractor Equipment Purchased with CDHS Funds." AM will contact the CDHS Program Contract Manager if there are any discrepancies.

Disposal: *(Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).)* The HAS 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDHS Program Contract Manager to arrange for the appropriate disposal/transfer of the items.

1. List the state/CDHS property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

   A. Major Equipment: **(These items were issued green numbered state/CDHS property tags.)**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

   B. Minor Equipment/Property:
   Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/CDHS property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDHS Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDHS Program Contract Manager should retain one copy and send the original to: California Department of Health Services, Asset Management, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, MS 1405, Sacramento, CA 95899-7413.

5. Use the version on the CDHS Intranet forms site. The HAS 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.

CHAPTER 800
EQUIPMENT PURCHASES

ATTACHMENTS

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A Purchase Form 14

B Inventory Form 16

Exhibit _____

CONTRACTOR EQUIPMENT PURCHASED WITH CDHS FUNDS

Current Contract Number: _____

Previous Contract Number (if applicable): _____

Contractor's Name: _____

_____

Contractor's Complete Address: _____

_____

Contractor's Contact Person: _____

Contact's Telephone Number: _____

Date Current Contract Expires: _____

CDHS Program Name: _____

CDHS Program Contract Manager: _____

CDHS Program Address: _____

_____

CDHS Program Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/CDHS PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDHS PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	*OPTIONAL* *PROGRAM USE ONLY*
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				

INSTRUCTIONS FOR HAS 1203
(Please read carefully.)

The information on this form will be used by the California Department of Health Services (CDHS) Asset Management (AM) to tag contract equipment and/or property (see definitions A and B) which is purchased with CDHS funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDHS equipment and/or property has been received, the CDHS Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDHS AM. The CDHS Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDHS Program Contract Manager, AM will fill in the first column with the assigned state/CDHS property tag, if applicable, for each item (see definitions A and B). AM will return the original form to the CDHS Program Contract Manager, along with the appropriate property tags. The CDHS Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDHS warehouse and was issued a state/CDHS property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

   A. **Major Equipment:**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

   These items are issued green numbered state/CDHS property tags.

   B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. **These items are issued green unnumbered "BLANK" state/CDHS property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDHS policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDHS Purchase Order (STD 65) number if the items were purchased by CDHS.

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDHS Vehicle Services. (See HAM, Section 2-10050.)

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDHS Program Contract Manager should retain one copy and send the original to: California Department of Health Services, Asset Management, MS 1405, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, Sacramento, CA 95899-7413.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0124.

7. Use the version on the CDHS Intranet forms site. The HAS 1203 consists of one page for completion and one page with information and instructions.

Exhibit _____

INVENTORY/DISPOSITION OF CDHS-FUNDED EQUIPMENT

Current Contract Number: _____

Previous Contract Number (if applicable): _____

Contractor's Name: _____

_____

Contractor's Complete Address: _____

_____

Contractor's Contact Person: _____

Contact's Telephone Number: _____

Date Current Contract Expires: _____

CDHS Program Name: _____

CDHS Program Contract Manager: _____

CDHS Program Address: _____

_____

CDHS Program Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/CDHS PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDHS ASSET MGMT. USE ONLY CDHS Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	*OPTIONAL—PROGRAM USE ONLY*
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				

INSTRUCTIONS FOR HAS 1204
(Please read carefully.)

The information on this form will be used by the California Department of Health Services (CDHS) Asset Management (AM) to; (a) conduct an inventory of CDHS equipment and/or property (see definitions A and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDHS funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDHS Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDHS Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDHS tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted HAS 1203s**, "Contractor Equipment Purchased with CDHS Funds." AM will contact the CDHS Program Contract Manager if there are any discrepancies.

Disposal: *(Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).)* The HAS 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDHS Program Contract Manager to arrange for the appropriate disposal/transfer of the items.

1. List the state/CDHS property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

   A. Major Equipment: **(These items were issued green numbered state/CDHS property tags.)**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

   B. Minor Equipment/Property:
   Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/CDHS property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDHS Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDHS Program Contract Manager should retain one copy and send the original to: California Department of Health Services, Asset Management, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, MS 1405, Sacramento, CA 95899-7413.

5. Use the version on the CDHS Intranet forms site. The HAS 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.

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CHAPTER 900
COMPLETION OF CONTRACT REQUIREMENTS

901 General

The purpose of this chapter is to provide information regarding the close-out of Tobacco Control contracts.

Please carefully review your contract's current Scope of Work (SOW) and Budget. TCS **may consider** an amendment to your contract, including a no-cost extension, if it is sufficiently justified. If you foresee a need to request a no-cost extension, an in-house budget, budget justification (BJ) and/or SOW revision, or an amendment to your SOW and/or budget, please follow the directions in Section 902 below.

902 Amendment/In-House Revision Procedures/Due Dates

A. Procedures

1. **Requests for no-cost extensions, in-house budget, BJ and/or SOW revisions, or amendments to your SOW and/or budget must be initiated at least 120 days prior to the termination of your contract. Contact your PC and/or CM prior to the 120 day cutoff date to discuss your plans.**

2. **No-cost extension requests for less than two months will not be considered.** No-cost extension requests should not make major SOW changes. The work to be performed during the extension period is to be a continuation of existing services or continued effort to meet existing contract deliverables.

   If TCS approves a no-cost extension request, it will result in a formal contract amendment for your project.

3. If TCS agrees that an amendment/in-house revision is necessary, you will be required to submit a formal revsion/amendment request.

   a) If your contract is managed through the On-line Tobacco Information System (OTIS), follow the guidelines in the OTIS manual for information on how to submit a budget/budget justification, and/or SOW revision/amendment.

   b) If your contract is not managed through OTIS, you must submit:

i. A letter or an e-mail explaining why changes to the budget/budget justification and/or SOW are needed; and

ii. A revised budget/BJ/ and/or SOW in the correct format outlined in Chapter 500 of the TCS Competitive Grantee Administrative Manual.

iii. The formal request must be submitted to your CM by the due dates specified below. Requests submitted via e-mail with elecrtronic copies of the revised budget/BJ and/or SOW are encouraged. Once the documents are received, the CM will coordinate the review process with the PC.

B. Due Dates

NOTE: **Once TCS approves a request to submit a revision/amendment, the required documents must be submitted in the appropriate format within two weeks. Revision/amendment documents submitted after the two week deadline will be denied.**

1. Amendments

The final SOW, Budget and BJ **must be received and approved** by TCS **no later than 90 days prior to your contract termination date. Requests for formal amendments submitted after this deadline will not be considered.**

2. In-House Revisions

The formal request for an in-house budget, BJ and/or SOW revision must be received and approved by TCS **no later than 30 days prior to your contract termination date. Requests for informal in-house revisions submitted after this deadline will not be considered.**

903 Last Monthly and Final Invoice

A. Last Monthly Invoice

TCS will withhold payment of the last regular monthly invoice for the contract period (i.e., June 2007 invoice) until the final comprehensive progress report and other contract deliverables (see Section 904, Contract Deliverables below) have been received and approved by the TCS staff.

B. Final Invoice

The Payment Provisions of your contract state that invoices submitted more than ninety (90) calendar days after the contract termination date may not be paid unless the Contractor has obtained prior written approval from the State during the contract term to bill after the ninety (90) day period.

You MUST either submit a request for an extension PRIOR to the contract termination date or submit the final invoice within the 90 calendar days.

The request must state when the invoices will be submitted. This requirement applies not only to the final invoice, but also the last regular monthly invoice and any supplemental invoices for additional expenses incurred during the contract term and not included in the last regular monthly invoice.

A final invoice may or may not be the last monthly invoice. A final invoice may be a supplemental invoice that captures expenses that were not included in invoices from prior months. Remember to mark your final invoice in the upper left-hand corner with an "X" next to "Check For Final Invoice."

Additionally, a completed Contractor's Release form must be included with the final invoice. Final invoices submitted without the this form cannot be processed for payment. See Section 905 for more information on the Contractor's Release Form.

904 Contract Deliverables

A. Program Deliverables

Please note: If a no-cost extension is granted as outlined in Section 902 above, the subsequent contract amendment will include new due dates for the regular progress reports and the final comprehensive progress report.

All contract program deliverables are due by the date specified in in the contract. These include, but are not limited to the following:

1. Final comprehensive progress report covering the entire contract term (refer to the Progress Reports provisions of the contract language for the final report due date).

2. Refer to Chapter 700 of this manual for the contents of the final comprehensive progress report.

B. Audit Reports

Please note that audit reports must be submitted over the course of the entire term of the contract. If the final audit is scheduled **after** the contract termination date, the contractor must provide a letter that indicates when the final audit will be conducted and when the report will be submitted to TCS for inclusion in the contractor's file documentation. Please refer to the Financial and Compliance Audit Requirements provision of your contract language or Chapter 300 of this manual for more information on audit requirements.

Interest earned on advance payments - delete

C. Generated Revenues

Any revenues generated from your contract, including any interest earned on the revenue, must be returned to TCS within 90 days of the termination of the contract (refer to the Generated Revenues provisions of the contract language for further information).

D. Final Equipment Inventory

Contractors are reminded to review their contract language regarding equipment purchases. If your agency received TCS approval to purchase equipment (either via the prime contract or through subcontractors), you must inventory that equipment using the inventory form. A copy of the inventory form can be found in your contract and Chapter 800 of this manual. The inventory form must be completed and submitted to TCS within 90 calendar days of the termination of your contract. Refer to Chapter 800 of this manual for further instructions.

E. Subcontract Agreements

If you have not submitted copies of the fully executed subcontract/consultant agreements that were approved by TCS to your contract manager, please do so within 60 days of the contract termination date. These documents are required as part of your contract file documentation.

905 Contractor's Release Form

In accordance with the Timely Submission of Final Invoice provisions of your contract language, you must submit a Contractor's Release form to TCS. This form is used by the Department of

Public Health to obtain a contractor's acknowledgment that final payment for services has been submitted. This form can be downloaded from the PARTNERS web site at the following address: http://www.tcspartners.org/Main/WebSite/tcsforms.htm. Please follow the instructions outlined below in completing the form.

DHS 2352, Contractor's Release Form is to be completed by the contractor when the final invoice is prepared. **An original and two copies of the form must be submitted to TCS along with the final invoice**. Please see **Attachment A** for a copy of the form or a copy can be found as an exhibit in your contract award with TCS.

Please note that paragraph 5 on the form, entitled "Recycled Product Use Certification," applies only to janitorial contracts, printing contracts and contracts involving parts cleaning. Because this paragraph does not apply to TCS contracts, you are instructed to enter "0" in that paragraph when completing this form.

The final invoice cannot be processed without this form. If the invoice is submitted without it, your CM will send you a notification that the invoice will be held until the form is submitted.

CHAPTER 900
COMPLETION OF CONTRACT REQUIREMENTS

ATTACHMENTS

A Contractor's Release Form, DHS 2352 8

ATTACHMENT A

Exhibit

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** _____ entered into between the State of California Department of Health Services (CDHS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDHS or purchased with or reimbursed by contract funds)

Unless CDHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDHS, at CDHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDHS Distribution: Accounting (Original) Program

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Miscellaneous

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CHAPTER 1000
MISCELLANEOUS

1001 General

This chapter of the manual will be used to provide information and instructions on issues that do not fit within any of the other chapters.

1002 Generated Revenue

Although all contracts and grants have language regarding generated revenues, TCS would prefer that the programs use the funds in their grant/contract to conduct business. Refer to the Terms and Conditions of your grant and the Policy Section of this Manual for more information. If you feel it is absolutely necessary that you generate revenue, then you must comply with the conditions of your contract, which are as follows:

1. Obtain prior written approval from TCS to generate revenue. The request for approval must include the following:

    a. A letter to TCS requesting approval to generate revenue; also include a rationale for generating revenue (instead of providing the service/product free of charge);

    b. A description of how the funds will be used (e.g., supplement educational materials, defray costs for cessation classes, purchase additional promotional items, etc.); and,

    c. The amount of revenues anticipated to be generated over the term of the contract.

2. The request must be submitted to your CM who will coordinate approval with the PC. TCS will send a written decision within approximately 30 days after receipt of the request.

3. Maintain adequate documentation of the receipt and use of these monies. You may be asked by TCS at any time to provide documentation of the receipt and use of these monies.

4. Return to the State any unexpended funds, including any interest earned, remaining in the generated revenue account, if funding authority for this contract expires, the contract is canceled or within ninety (90) days of the expiration date of the contract.

1003 Project Director Changes

Whenever changes occur with project director information such as a new project director, new address/phone and fax numbers, e-mail addresses, etc. please notify TCS immediately so that our mailing list can be updated. You must access PARTNERS and use the online forms to provide these changes. When you use PARTNERS online change/correction form, all the appropriate staff (TECC, CMs, PC, etc.) are notified at the same time.

If your contract is in OTIS, you will also need to go into OTIS and update the Contact Information to reflex the changes.

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TOBACCO CONTROL POLICY SECTION

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CHAPTER 100
INTRODUCTION

101 Overview of the Policy Section

The information in this policy section of the Administrative and Policy Manual is provided by the California Department of Public Health (CDPH), Tobacco Control Section (TCS) to guide the operation and functioning of local tobacco control programs. This includes Local Lead Agencies and competitive grantees. Most of the policies in this section of the manual apply to all local programs funded by CDPH/TCS. However, a few are specific to Local Lead Agencies or competitive grantees.

In addition to programmatic and administrative requirements, this section contains background information on California's tobacco education campaign, the mission and philosophy statements of CDPH/TCS, and principles of planning. This section should be reviewed prior to the development and implementation of interventions, evaluation activities, project staffing, and administration of tobacco control programs. As staff turnover occurs within your agency, please provide new staff with a copy of the entire Administrative and Policy Manual to ensure they are familiar with CDPH/TCS program and administrative expectations.

102 Proposition 99 and Legislative Mandates

In November 1988, California voters approved the Tobacco Tax and Health Promotion Act of 1988 (Proposition 99) which added a 25-cent tax to each pack of cigarettes sold in the state. Revenues from this additional tobacco tax are directed toward tobacco-related research, health education, and health care. Twenty percent of the taxes generated were earmarked for health education efforts aimed at the prevention and reduction of tobacco use with a legislatively mandated goal of reducing tobacco consumption by 75 percent in the State of California by the year 1999. The Tobacco Education Research Oversight Committee (TEROC) has since established a goal of reducing adult smoking prevalence to 10% and high-school age youth smoking to 8% by the end of 2008.

The scope of the health education campaign launched by CDPH/TCS is addressed in Health and Safety Code, Chapter 1.2 commencing with Section 104350. These statutes require CDPH to fund a variety of innovative approaches to reduce tobacco use which include funding for a statewide media campaign, local health departments, competitively selected state and community-based projects, as well as an extensive evaluation of the entire tobacco education campaign.

Enabling legislation for Proposition 99 requires programs administered by CDPH/TCS to:

1. Conduct health education interventions and behavior change programs at the state level, in the community, and other non-school settings;

2. Apply the most current research findings; and

3. Give priority to programs that demonstrate an understanding of the role community norm change has in influencing behavioral change regarding tobacco use.

103 California's Tobacco Control Program Goals

To reduce smoking among adults and youth in California and to eliminate exposure to secondhand smoke, California's Tobacco Control Program (TCP) focuses on four broad goals. These are as follows:

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 (MSA) 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 California's TCP. The tobacco industry continues to maintain massive expenditures on advertising and promotional 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.

2. Reduce Exposure to Secondhand Smoke (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 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 California's TCP.

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 eighteen.

4. Promote Availability of Cessation Services (optional)

Smoking cessation is the desired outcome of all initiatives and activities of California's TCP 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 California's Smokers' Helpline and supported at the community level by cessation programs, successfully assists 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 the acceptability of smoking, 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 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, the provision of direct cessation is primarily funded through the California Smokers' Helpline, which offers counseling in English, Spanish, Vietnamese, Korean, Mandarin and Cantonese, and has tailored services for chew tobacco users, hearing impaired, youth, and pregnant women. Many CDPH/TCS-funded projects also provide direct cessation services at no cost or for a nominal fee. Additionally, some CDPH/TCS-funded projects promote system changes that support population-based cessation services, such as introducing cessation in large managed health care plans, coordinating with 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.

104 Local Lead Agency Responsibilities

Each of the 58 county and three city health departments are designated as "Local Lead Agencies" (LLAs). Health and Safety Code Sections 104375, 104380, 104405, 104410, 104415, and 104440 address the LLA requirements. LLAs are responsible for planning, implementing, and coordinating a comprehensive tobacco control plan. As the lead tobacco control agency at the community level, the primary legislated responsibilities of LLAs are to:

- Obtain the involvement and participation of local community organizations with special expertise in tobacco control and representatives of high-risk populations.
- Provide for or contract for tobacco control activities.
- Establish a coordinated information, referral, outreach, and intake system for preventive health education against tobacco.
- Coordinate services between county service providers, government agencies, and the county office of education.
- Provide technical assistance to tobacco control service providers.
- Review county office of education anti-tobacco education plans and provide written comment to the county office of education.
- Establish a uniform data collection system in compliance with State requirements and ensure systematic compatibility and the capacity to expand their computer software and hardware systems.
- Develop a local plan and budget.

Each LLA fosters and involves a community coalition to engage in grass roots community mobilization activities that promote social norm changes and educate the public about health issues related to tobacco use and tobacco industry strategies that promote tobacco use. In general, LLAs take the lead on local community policy development, facilitation of enforcement of tobacco control laws and local provision of tobacco cessation services.

105 Competitive Grants Program

The Competitive Grants Program is authorized by Health and Safety Code Section 104385. The Competitive Grants Program funds a variety of statewide, regional, local, and pilot projects. The agencies funded by the Competitive Grants Program are non-profit agencies and include community-based organizations, health clinics, and agencies addressing priority populations, alcohol and drug centers, labor organizations, youth organizations, and colleges/universities.

Statewide Grants

Several grants are funded that are designed to have a statewide impact, by providing technical assistance and training or direct services throughout California. As of January 2007 the following grants are funded to provide training and technical assistance or direct services statewide.

Training and Technical Assistance Providers

- Buck Tobacco Sponsorship Project: The Buck Tobacco Sponsorship Project supports local-level efforts to restrict tobacco sponsorship of California rodeos. This project provides resources which include: tip sheets on tobacco industry sponsorship, documentation of tobacco industry sponsored California rodeos held in 2006, sample media advocacy materials and ads, policy tools, training, and hosted technical assistance calls that provide access to experts and opportunities for networking.

- California's Clean Air Program (C-CAP): C-CAP provides technical assistance, training and educational materials related to secondhand smoke (SHS) issues. C-CAP creates and implements educational programs, policy and advocacy initiatives, develops and distributes materials. They respond to requests for assistance from county and city health departments, competitive grantees, members of the hospitality and housing industry, policymakers, law enforcement agencies, and the general public throughout California.

- California Youth Advocacy Network (CYAN): CYAN is dedicated to supporting youth and young adult tobacco prevention advocates and tobacco control agencies throughout California. Major statewide projects include:

    - The **Campuses Organized and United for Good Health** (COUGH) **Coalition**, this is a college campaign that works with all public college and university students, faculty, staff, campus health centers and tobacco control professionals to advocate for tobacco-free campuses.

    - The **Tobacco and Hollywood Campaign**, this campaign seeks to work with youth, parents, and community organizations to eliminate the negative impact of pro-tobacco messages in movies on California's youth.

- The **Tobacco Retail Licensing** (TRL) **Campaign**, this campaign, is dedicated to expanding youth involvement in local licensing campaigns.
- **Project UNIFORM**, this project focuses on tobacco use by active military personnel in California. The mission of Project UNIFORM is to build collaborative relationships to promote tobacco cessation resources to active military personnel.

- Counsel for Responsible Public Investment (CRPI): CRPI assists organizations and individuals advocating for anti-tobacco investment policies in California. By challenging Big Tobacco directly in their pocketbook, CRPI attempts to weaken the grip tobacco companies have on communities at large. CRPI assists with investment or divestment related advocacy projects. These include pension funds, universities, cities, foundations, and other large investment pools.

- Technical Assistance Legal Center (TALC): TALC is a clearinghouse on tobacco policy issues in California, a place for "one-stop shopping" for solid legal advice and information. TALC provides model ordinances and policies on a variety of tobacco control topics; comments on draft ordinances, resolutions, or policies, consults directly with city attorneys and county counsels; and prepares and distributes a variety of informational materials and tools related to tobacco control and legal issues.

- The Center for Tobacco Policy and Organizing (The Center): The Center serves as a state and local tobacco policy resource. It provides technical assistance to CDPH/TCS funded projects in achieving policy objectives using community organizing strategies. The resources offered by The Center include: briefs on pending tobacco control legislation, tobacco industry campaign contributions, and emerging local issues; assistance to develop and maintain relationships with legislators at the Capitol and in their district offices; campaign consultation and planning assistance; training on the use of the Midwest Academy Strategy Chart; and training and technical assistance with assessing the local political environment and coalition member recruitment.

- Tobacco Control Evaluation Center (TCEC): The TC Evaluation Center is a resource for all aspects of project evaluation for tobacco control projects. They offer individual technical assistance to design evaluation plans, manage a database of data collection instruments; provide training on specific evaluation tasks such as sampling or writing a final evaluation report; and develop and disseminate a variety of tip sheets on evaluation-related topics including writing interview questions, using qualitative data collection methods, and selecting data collection methods.

- Capacity Building Network (CBN):

  The Tobacco Control Section established the CBN to centralize the provision of training and technical assistance services that were previously provided by the

seven target population-specific statewide projects. The mission of the CBN is to increase the capacity of TCS-funded agencies to effectively work with identified priority populations on tobacco control policies and prevention programs.

The CBN is a "one stop" provider of training and technical assistance services to enhance and improve the ability of California tobacco control funded agencies in California to engage, work with, conduct, and evaluate culturally appropriate and competent evidence-based tobacco control interventions addressing the following populations: 1) African American (AA); 2) American Indian/Alaska Native (AI/AN); 3) Asian and Pacific Islander (API); 4) Hispanic/Latino (H/L); 5) Lesbian, Gay, Bisexual, and Transgender (LGBT); 6) Low Socio-Economic Status (Low SES); 7) Blue and Pink Collar Workers; and, 8) Rural Residents.

The CBN will phase in services beginning January 1, 2008. The training and technical assistance services will include: 1) a network of technical assistance experts available via telephone and electronic media; 2) intensive leadership training; 3) distance learning training opportunities; 4) multiple face-to-face trainings/workshops/conferences; 5) peer-to-peer electronic technical assistance services; 6) cultural competency diversity audits; and, 7) resource guides.

Direct Service Providers

- California Smokers' Helpline: The California Smokers' Helpline (1-800-NO-BUTTS) is a free, statewide, research based tobacco cessation program operated by UCSD. Callers are offered self-help materials, a local resource listing, and on-the-spot customized telephone counseling. By choosing counseling, smokers may have coverage for quitting aids such as the patch or Zyban through MediCal or their private insurance. Those who choose counseling will receive up to five follow-up calls after their initial call. Helpline services are available in five languages: English, Spanish, Korean, Vietnamese, and Chinese (Mandarin and Cantonese), as well as a TDD line for the deaf and hard-of-hearing. There are specialized services for teens, pregnant women, and tobacco chewers.

  For more information about the California Smokers' Helpline go to www.nobutts.edu or for cessation help call:

English	1-800-NO-BUTTS (1-800-662-8887)
Spanish	1-800-NO-FUME (1-800-456-6386)
Mandarin & Cantonese	1-800-838-8917
Vietnamese	1-800-778-8440
Korean	1-800-556-5564
TDD/TTY	1-800-933-4TDD (1-800-933-4833)
Chewing Tobacco	1-800-844-CHEW (1-800-844-2439)

- Tobacco Education Clearinghouse of California (TECC): TECC offers the following services to CDPH/TCS-funded projects:
  - low and no cost tobacco education materials through a print and online sales catalog (www.TobaccoFreeCatalog.org);
  - locally customized materials from the TECC sales catalog;
  - technical assistance to develop educational, promotional and incentive items including online guides and forms accessible at www.tecc.org; and,
  - a full-service lending library with a collection of over 25,000 tobacco education, program management, and material development resources accessible through an online catalog known as "Rover" – www.tcsrover.org. (Rover allows for quick and easy searching of the entire collection as well as announcements and e-notices to keep users current with new tobacco control research, program, and educational resources.

106 Statewide Media Campaign

The statewide Tobacco Control Media Campaign (TCMC) consists of a Tobacco Control Media Campaign (TCMC) and a Tobacco Control Public Relations Campaign (TCPRC). Both include linguistically and culturally relevant ethnic-specific campaigns. The media campaign utilizes thought-provoking messages to effectively communicate the dangers of tobacco use, the impact of secondhand smoke (SHS), and the tobacco industry's marketing ploys. Public relations efforts include communications planning and implementation, media relations and advocacy, technical assistance 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 work synergistically to delivering clear, powerful messages, with the greatest reach and frequency possible.

107 Evaluation

Adult and youth tobacco knowledge, attitudes, and behavior are tracked through telephone, web-based, 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 appropriately target their education and media outreach. Additionally, both in-house and independent evaluations of all tobacco control components are conducted to monitor progress towards reaching program goals and objectives, and to determine which strategies are most effective in reducing tobacco use.

Tab:

Chapter 200
Program Operating Principles

CHAPTER 200
PROGRAM OPERATING PRINCIPLES

CDPH/TCS has developed the following program operating principles for tobacco education activities in the state.

CDPH/TCS is committed to providing leadership and resources to achieve a 75 percent reduction in tobacco use in California (currently at 60 percent). CDPH/TCS advocates a social norm that creates a tobacco-free lifestyle and environment for all Californians. Toward these ends, CDPH/TCS encourages programs to:

1. Empower local decision-making through broad-based community participation.

2. Recognize cultural diversity and maintain respect for cultural traditions.

3. Encourage innovative and multi-dimensional models for health education.

4. Create a partnership among communities, schools, worksites, health care organizations, and government.

5. Recognize individual and community rights to self-determination.

6. Recognize the likely need and prepare for major shifts in program emphases as conditions change.

7. Recognize the critical importance of using interventions that focus on involving the family and community rather than only individuals. Programs must tap into the social context of individual behavior. Individuals, whether young people or adults, interact within a vast complex of relationships, organizations, peer and reference groups, as well as work, personal growth, religious, and recreational activities.

8. Recognize the paramount importance of program cost-effectiveness. In order for programs to be replicable throughout California, they must be financially feasible. There are a number of ways cost-effectiveness can be enhanced:

    a. Institutionalize interventions into worksites, schools, community networks and the health care system.

    b. Emphasize interventions that create generational change. This is particularly important in regard to young people. We know, for example, that youth are more likely to use tobacco if their parents use tobacco.

Therefore, reaching parents and other intermediaries such as coaches can help break the chain and reduce program costs over time.

c. Emphasize interventions that last. Policy development is of key importance to changing community norms about tobacco. Social norm change through organizational, community, and business policies, whether creating a smoke-free workplace or school, a community ordinance to restrict the tobacco industry, or a commitment from a community or educational institution NOT to accept tobacco industry money to support sports or cultural events, all have lasting impact on thousands of people.

d. High risk priority populations must be major targets of programs since they are major targets of the tobacco industry. The tobacco industry is a heavy sponsor of organizations that target these populations and is responsible for the proliferation of advertising directed to priority population communities.

Tab:

Chapter 300
Program Requirements

CHAPTER 300
PROGRAM REQUIREMENTS

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#01 TOBACCO CONTROL COALITION/ADVISORY COMMITTEE REQUIREMENTS

Chapter 300

Adopted 02/94
Revised 07/07

1. Local Lead Agencies shall establish a tobacco control coalition or integrate issues of tobacco control into an existing coalition. Additionally, some competitive grant procurements may require projects to recruit and maintain an advisory committee. Projects that are required to form and maintain a coalition or advisory committee are to organize these bodies in such a way that they:

   - Obtain the participation and involvement of local community organizations with special experience and expertise in community health education against tobacco use and representatives of high-risk populations.
   - Assist in the development and implementation of community tobacco control efforts.
   - Develop and demonstrate widespread public support for issues, actions, and unmet needs.
   - Maximize the power of individuals and single groups and agencies through joint action for the purpose of creating a "critical mass."
   - Mobilize the talents and resources of multiple individuals, groups, and agencies to promote tobacco education and control strategies.
   - Provide a united voice to respond to the tobacco industry.

2. The organizational structure of the coalition or advisory committee is flexible and may include:

   - Forming a centralized coalition or advisory committee that serves the entire health jurisdiction, region or state.
   - Forming a decentralized coalition or advisory committee based in communities or based on issues.
   - Integrating tobacco control issues into an existing coalition or advisory committee.
   - Creating a separate campaign committee to focus on passage of policies or enforcement of existing polices.

3. Membership: Coalitions and advisory committees are to recruit a diverse membership and strive to include representatives beyond traditional health, education, and social service organizations. Local Lead Agency coalition membership should be geographically balanced and include ethnic and other priority population representation comparable to the make-up of the area. Outreach should be made to include CDPH/TCS funded grantees in the Local Lead Agency coalition.

4. Coalition and advisory committee members shall serve without compensation, but members may be reimbursed for necessary travel expenses incurred in the performance of their duties as a coalition member.

5. Tobacco control coalitions and advisory committees are to have formalized operating rules and procedures (e.g., by-laws) that include:

   - A description of the coalition's or advisory committee organizational structure;
   - A mission statement;
   - A definition of the roles and responsibilities of members, appointment to the coalition/advisory committee, length of membership, and meeting frequency;
   - A process for new member orientation;
   - An assessment of members, no less frequently than every 18 months, to monitor coalition/advisory committee functioning and member satisfaction using assessment instruments identified by CDPH/TCS or others acceptable to the coalition/advisory committee.
   - The creation of a standing committee charged with recruiting new members.

6. The chair of the coalition/advisory committee may not be from the administrative agency that functions as the facilitator of the coalition/advisory committee.

7. Agencies responsible for facilitating the coalition/advisory committee are to develop a process for recruiting and orienting new coalition/advisory committee members.

8. Agencies responsible for facilitating the coalition/advisory committee are to periodically provide training on coalitions/advisory committees to members and review operational procedures with coalition/advisory committee members.

9. Agencies responsible for facilitating the coalition/advisory committee are to develop communication systems to keep coalition/advisory committee members fully informed for both urgent (rapid response) and routine communication needs.

10. Agencies responsible for facilitating the coalition/advisory committee shall provide staff, logistical assistance, training, budget support, and other assistance as needed by the coalition/advisory committee.

#02 HEALTH EDUCATION PROGRAM REQUIREMENTS

Chapter 300

Adopted 02/94
Revised 07/07

The following are health education program requirements which are to be used by CDPH/TCS funded agencies and their subcontractors to design and implement health education strategies. Programs are to:

1. Focus on community norm strategies which are likely to be institutionalized and to apply current research findings regarding the effectiveness of policy, media, and program strategies.

2. Focus greatest effort and resources toward the priorities of: 1) countering pro-tobacco influences; 2) reducing exposure to environmental tobacco smoke; and, 3) reducing the demand and availability of tobacco products through commercial sources.

3. Be comprehensive in nature and use community education, paid media, media advocacy, policy, training, surveys, and other activities to work in a coordinated and focused fashioned to achieve outcome-oriented objectives.

4. Reflect coordination and collaboration with the efforts of Local Lead Agencies, competitive grants, statewide projects, priority population partnerships, pilot projects, and statewide initiatives.

5. Reach out to and include groups having access to, knowledge of, and experience with target groups, but who are not currently involved or receive tobacco tax funding. Such groups include, but are not limited to churches, housing projects, law enforcement agencies, professional organizations, youth groups, schools, chambers of commerce, business groups, and unions.

6. Be designed with the assistance of representatives of target populations and intervention groups. They shall be conducted with the participation or support of organizations or individuals from the target populations or from organizations serving those populations.

7. Mobilize the community to demonstrate support for educational, policy, and enforcement activities. This may include: conducting letter writing campaigns, press conferences, community forums, obtaining resolutions from community groups, obtaining organizational endorsements, generating opinion editorials, meetings with key community leaders or agencies, creating new alliances with groups such as civil rights organizations, chambers of commerce, women's groups, community beautification groups, law enforcement agencies, alcohol and drug professionals, mental health organizations, etc.

8. Build the capacity of communities to address tobacco issues through training, surveying, coalition, leadership, and media opportunities, e.g., spokesperson training, conducting surveys, providing leadership opportunities to youth, etc.

9. Identify, document and publicize the presence of tobacco-related problems and demonstrate public support for tobacco control interventions through the media. Documentation of the problem may include youth tobacco purchase surveys, surveys of tobacco advertising, key informant interviews, intercept surveys, telephone surveys, etc.

10. Use paid media, public service announcements and media advocacy opportunities in a coordinated fashion to support national, state, regional, and local policy and educational activities.

11. Pursuant to National Cancer Institute recommendations, tobacco use prevention curricula for youth are to include the following components:

    a. Concentrate primarily on tobacco use and keep separate from other drug, alcohol, or general health issues;

    b. Contain information on the social consequences and immediate physiological effects of tobacco use, particularly as related to peers, parents, marketing, and media influences;

    c. Provide learning experiences related to decision-making, problem solving, and refusal skills;

    d. Include at least two or more sessions; and

    e. Include an evaluation.

12. Tobacco control programs are to be culturally and linguistically appropriate for the target populations and intervention groups.

13. Program evaluation shall be built into tobacco control activities with the minimum percentage, defined in the procurement, to which you responded, of the budget directed toward evaluation activities. Evaluation activities are to be focused on outcomes, but also may include process evaluation and formative research.

#03 EDUCATIONAL AND MEDIA MATERIALS, INCENTIVE AND PROMOTIONAL ITEMS

Chapter 300

Adopted 02/94
Revised 07/07

The following requirements apply to the use and development of: 1) educational materials, 2) media materials (advertising efforts and public relations efforts), 3) promotional items, and 4) incentive items developed with funds from CDPH/TCS. When all four types of materials are referenced, they will be referenced as "materials," otherwise the type of materials will be specified as described below.

1. **Examples of Materials**

   a. Educational materials are items such as brochures, books, booklets, curricula, tip sheets, fact sheets, posters, videos, and games.

   b. Advertising materials (Ads) are items such as television (TV), radio, print, web, outdoor or in-store advertising.

   c. Public Relations (PR) materials are items such as press releases, newspaper/magazine/online articles, and media events/news conferences.

   d. Promotional and incentive materials are items such as T-shirts, pencils, stickers, balloons, water bottles, etc.

2. **Technical Assistance**

   a. **Educational, Promotional and Incentive Materials**

   The Tobacco Education Clearinghouse of California (TECC) is responsible for the coordination, review and statewide distribution of selected materials.

   Required: Contact TECC to search for existing materials.
   PRIOR to developing educational, promotional or incentive materials, agencies must first contact TECC Resource Library staff at 1-800-258-9090 to conduct a materials search to determine if similar, topic-related or audience appropriate materials were previously developed. This is a **MANDATORY** requirement in order for CDPH/TCS to ensure non-duplication and statewide coordination.

   Recommended: Contact TECC for free technical assistance.
   Projects that receive funding for materials development are to work with TECC on the development of new material to ensure: facts are correctly

cited; pre-testing of the material is completed for accuracy, effectiveness, literacy level and cultural appropriateness; and overall high professional production quality.

Note: *For more extensive policy information on the adaptation of materials developed with CDPH/TCS funds, see Policy #17, Process to Request Use and/or Adaptation of Educational or Media Materials Produced with CDPH/TCS Funds.*

b. Media Materials (Advertising and Public Relations)

The Tobacco Control Section's Media Unit (MU) is available to assist funded projects in creative concept development, strategy, or to provide creative feedback of TV, radio, print, web, or outdoor concepts. The MU is also available to provide concept development or strategy feedback for funded projects' PR related efforts. Contact the MU at 916-449-5500.

3. Development of Materials

Projects that are a part of the Online Tobacco Information System (OTIS) and that are developing substantive original materials must complete the Materials Development Form in OTIS. These materials include educational, advertising, promotional items, and incentive items having the potential for use and distribution statewide and that reflect a high quality development process.

The Materials Development Form is not completed for materials such as a flyer, press release, or packet of materials containing brochures and policies already available through the TECC catalog. It is not completed for one-of-a-kind materials not meant for mass distribution such as posters created by youth for a poster contest. Each material for which the Materials Development Form is completed must also be described in the body of the Intervention Activity Plan. Projects developing materials are required to ensure that:

- Information included in the material is factually correct, with appropriate citation of source material using a standard method for citing sources such as the *Chicago Manual of Style.*
- The material is free of grammatical, punctuation, and spelling errors.
- The material is appropriate for the target audience, as confirmed through field/pilot testing.
- The reading level of the material is appropriate for the target audience.
- Permission to use copyrighted material and artistic, photograph, and model releases are obtained and retained.

Note: *All materials, even those not requiring the completion of a Materials Development Form in OTIS, should be submitted to TECC. TECC keeps a Resource Library of all developed materials for projects to access.*

4. Acknowledgement

a. Educational Materials

Educational materials developed with CDPH/TCS funds must include the following wording, "This material was made possible by funds received from the California Department of Public Health, under contract # XX-XXXX."

b. Media Materials

Media materials (e.g., billboards, TV ads, radio ads, etc.) may have an abbreviated version of this acknowledgement, i.e., "Funded by California Department of Public Health." Media materials must acknowledge the agency that is placing the advertising.

c. Incentives/Promotions

Incentive and promotional materials may omit the acknowledgement if there is a space limitation or the attribution interferes with the image of the piece.

5. Materials Development Submission Requirements

a. Progress Reports

Submit originals of educational and media materials and promotional/incentive items developed during the report period with both copies of the progress report submitted to CDPH/TCS. For promotional/incentive items, you may include one (1) original with the original progress report and include a clear photo or photocopy of the items with the second copy of the progress report. One copy of the material is retained in the agency's permanent contract file and the second copy is filed in the CDPH/TCS Resource Room.

b. TECC Materials Intake

When a new material is created it must be submitted to TECC for inclusion in the Resource Library collection. If appropriate, the material is reviewed and considered for statewide distribution through the TECC catalog.

Submission Requirements:

- Two (2) originals: one for the Resource Library; the other for catalog review;
- Completed Material Development Report accessed through OTIS or the TECC Material Intake Form for those agencies not part of OTIS;

- Results of pre-testing for literacy level and cultural appropriateness; and, field test, pilot test, or expert review evaluation findings, as appropriate;
- Signed Copyright Release Form for all subcontractors including writers, designers, photographers and artists;
- Signed Model/Image Release Form for anyone who is recognizable in photos or illustrations used;
- Receipts/invoices for any stock photos or graphics purchased
- Translations of materials submitted in languages other than English.

The forms listed above are available on the TECC web site at www.tecc.org .

Note: *Pre-testing or pilot testing of the messages and images of a material being developed or adapted for effectiveness, literacy level, and cultural appropriateness with the intended audience is required by CDPH/TCS. The use of focus groups is recommended; however, one-to-one interviews or intercept surveys with the intended audience can also be used.*

Send materials and all appropriate development documentation to TECC Resource Library, 4 Carbonero Way, Scotts Valley, CA 95066.

The materials submitted to TECC are in addition to the materials sent in with your progress report. Materials should be submitted to TECC as they are completed. The materials are assessed by an internal TECC review process and external Materials Review Committee for inclusion in the TECC sales catalog. Materials submitted to TECC without appropriate copyright/distribution agreements and photo releases may not be considered for statewide distribution.

c. Master Copies

TECC or CDPH/TCS may request camera-ready artwork and/or master copies for future reproduction purposes. Each agency that employs subcontracts is responsible for submission of any subcontractor's camera-ready artwork and/or master copies if requested by TECC or CDPH/TCS.

Master copies are digital files including fonts, images and other links on zip or compact disks.

The required files include:

- A copy of the original file from the page layout or design program (e.g. the original QuarkXPress; Adobe PageMaker, InDesign, Photoshop or Illustrator; MS Publisher or even Word files) in editable/layered form

- All original illustrations and photos (this includes .jpg, .tif, .eps, .psd/Photoshop and .ai/Illustrator files)
- All fonts used, even if they are converted to outlines
- For video masters submit BetaCam tape, or DVD.

Note: *If using a professional graphic designer, please obtain these files, and a completed copyright release form, before final payment. CDPH/TCS owns all artwork/digital files purchased and created with Proposition 99 funds.*

It is highly recommended that agencies have at least two editable master copies created at the time a material is developed; one that your agency retains and the second for TECC.

6. Contract/Administrative Issues

a. When using the consulting services of an artist, writer, or designer for the development of materials, all agencies must indicate "Work for Hire" on contracts and invoices. Please see the CDPH/TCS copyright language provided below that is to be included in all subcontracts and consultant agreements. This will ensure that the copyright belongs to CDPH/TCS and that CDPH/TCS has the authority to make derivative works and that no residual costs will be incurred by CDPH/TCS for additional printing or use.

The following provision must be included in all subcontract agreements: "The subcontractor grants the State of California copyright interest in any Works created, provided, developed or produced under the agreement and ownership of any Works not fixed in any tangible medium of expression and agrees to assign those rights to the State. For any Works for which the copyright is not granted to the State, the State shall retain a royalty-free, non-exclusive and irrevocable license throughout the world to reproduce, to prepare derivative Works, to distribute copies, to perform, to display, or otherwise use, duplicate or dispose of such Works in any manner for government purposes, and to have or permit others to do so."

b. All agencies must print the following on any invoices for duplication services of materials: "All _____ (e.g.: artwork, type, electronic files, or photographic film or video/audio tape) created or submitted for reproduction is the property of the California Department of Public Health. Acceptance of this order indicates agreement of these terms."

c. If any material to be developed involves any copyright limitations (e.g., talent fees, limits on distribution, stock photography royalties), agencies must get CDPH/TCS approval prior to the development of the material.

d. When using the image or likeness of an individual in an educational or media material and promotional/incentive item, agencies must ensure that the individual has signed a consent form or photo release. Agencies shall obtain an additional consent form from the parent or legal guardian of individuals under 18 years of age.

Note: *Subcontract and consultant agreements and/or photo releases must be completed and include the required CDPH/TCS copyright language even if no monetary payment is part of the transaction.*

Agencies are to include copies of copyright and/or photo releases when submitting materials to TECC.

e. Agencies are not allowed to profit from the sale of materials created through the use of CDPH/TCS funds. In some cases, agencies are allowed to recoup material duplication/distribution costs on a cost-recovery basis only. The agency must contact CDPH/TCS to obtain PRIOR APPROVAL to generate revenue or if they are considering private distribution of materials.

f. No video or portion of one can be edited and incorporated into another educational video without the express written permission from the CDPH/TCS.

7. Content Issues

a. Educational materials are to be developed as part of an educational intervention which includes other activities, and are never to be the sole source or method of education except those designed for self-help.

b. Materials must be scientifically and technically accurate and original source information must be cited. When listing references, CDPH/TCS recommends that the guidelines of the *Chicago Manual of Style* be followed.

c. Messages must address themes based on research shown to be effective in discouraging tobacco use among the target group(s).

d. Materials may not contain offensive or misleading messages, and may not personally attack, put down, or blame tobacco users, e.g., messages may not focus on smokers as "losers."

e. Educational materials shall not be used to promote religious ideology. Tobacco education materials designed for use in a faith-based setting must have tobacco education as their primary purpose and they can neither advance nor inhibit religion.

f. No materials shall feature the image, voice, or identifiable views of any elected public official or candidate for public office.

8. Testing Requirements

a. Pretesting: Materials must be pre-tested with the intended target group prior to their use for accuracy, appropriateness, and effectiveness. The use of focus groups for this process is highly recommended. TECC can provide testing assistance and sample test questions.

b. Literacy Level: Materials must be tested for literacy levels and developed at the levels appropriate for the intended target group(s).

9. Educational Incentives

a. How Incentives May Be Used: Tobacco education projects may use incentives to reinforce or motivate a change in behavior. Incentives are only to be given to participants attaining a pre-specified goal. Incentives may be awarded to individuals, businesses or groups for making a positive behavior or policy change, e.g., quitting smoking, adopting a voluntary smoke-free outdoor dining policy, or endorsing the Smokefree Movies campaign. They may also be awarded to adult and youth volunteers in your program to reward and reinforce participation in the Communities of Excellence Needs Assessment process, participating in beach cigarette litter clean-ups, participating in youth tobacco purchase surveys, being an exemplary spokesperson for policy initiatives, etc.

b. Types of Educational Incentives: Incentives can be both tangible and intangible in nature. To be most effective, both forms of incentives should be used, for example, giving a reward along with public recognition for meeting specified goals.

An example of a tangible incentive in a youth tobacco control advocacy project is to give youth participating in surveying and media activities T-shirts, following the completion of surveying activities. Other examples of a tangible incentive in a prevention intervention are: (a) the awarding of merit badges to youth participating in a series of tobacco education and empowerment activities, or (b) awarding of gift certificates to youth participating in a prevention activity and who sign pledges to be tobacco-free for one year. In both of these examples, incentives are used to change or reinforce behaviors. An intangible incentive would include writing letters of recommendation for students applying to college or the opportunity to be featured in the media or a video about youth advocacy.

c. Limitations:

1) **Cash awards are not permitted as an incentive.**

2) **The value of an incentive is limited to $50 worth of merchandise per person per year. The award amount cannot be pooled to exceed the $50 per person per year limit; however, awards over the $50 limit may be provided by soliciting donations from the community.**

3) The value of the incentive must be commensurate with the degree of behavior change sought. As such, a significant behavior change, such as quitting tobacco use and remaining tobacco-free for a 6-month period, may merit a large award with a value of $40 to $50. A less significant behavior, such as attending each cessation class may be rewarded with an incentive of more modest value (e.g., $5).

d. Tips on Using Educational Incentives:

1) It is best to provide a series of small incentives for the initiation of intermediate changes, which could be for the reduction of smoking and given on the selected quit date. Larger incentives should be awarded after the intervention is concluded, and in the case of cessation, when the behavior change can be documented, e.g., smoke-free one month after the conclusion of the cessation program.

2) Incentives can be used to motivate participants to try again after a slip or relapse.

3) Incentives may be used to motivate or reinforce institutional change, e.g., plaques may be given to businesses or worksites that support non-smoking policies or businesses that reduce the amount of tobacco advertising in their stores.

4) It is important to reinforce the behavior change or maintenance of positive behavior by clearly stating how the person earned the incentive when it is given.

5) If possible, incentives should reinforce other healthy behaviors, e.g., a pass to a recreational or cultural event, or reinforce other tobacco education efforts in the community, e.g., a gift certificate to a store that has removed its tobacco advertising.

6) The value that the target population places on the incentive item should be considered. Youth may value sports equipment, amusement or movie tickets.

10. Food Incentives

a. Food/refreshments are an allowable incentive item which may be purchased and made available at coalition/advisory committee meetings or to volunteers who have participated in tobacco control related events and activities such as youth tobacco purchase surveys or beach litter clean-ups. Food is recognized as an appropriate incentive that acknowledges appreciation of the participation of people in meetings, events, and activities. Moreover, it is recognized that the provision of food or refreshments is a cultural expectation in many of the communities that tobacco control projects work with and that the provision of refreshments at planning meetings with these communities will facilitate the development of positive relationships.

b. The value of food incentives should be reasonable and budgeted overall at no more than approximately $50 per person per year. For example: yogurt, muffins, coffee and juice for a morning event; sandwiches, fruit, sodas and bottled water for lunch events; or pizza, soda and juice/bottled water for evening events. This is in addition to the other tangible incentives that may be awarded for reinforcing a positive behavior change or for recognizing and reinforcing community participation in tobacco control activities, (e.g., participating in beach cigarette litter clean-ups, serving as an exemplary spokesperson for policy efforts, or making major contributions to the coalition or advisory committee).

c. The food incentive policy does not permit the purchase of meals for staff on CDPH/TCS-funded projects (both Local Lead Agency and competitive grants), nor local health department employees. These individuals are subject to the rules and policies for meal and per diem reimbursement required by the CDPH/TCS contract language or their agency's personnel policies.

11. Promotional Items

a. Promotional items are used to generate visibility and interest in the program. Promotional items may consist of buttons, key chains, hats, T-shirts, etc.

   Example: Giving visors to participants in a tobacco awareness walk-a-thon. The intent of the visor is not to facilitate behavior change, but to generate interest and enthusiasm for the program, and to perpetuate a tobacco-free lifestyle or community message when worn.

b. The value of promotional items is to be moderate or nominal in cost.

c. Agencies using promotional items should use those items in a planned manner and require some action on the part of the potential recipient, e.g, complete a tobacco industry knowledge quiz, sign a birthday card celebrating the anniversary of the city's clean indoor air ordinance,

smokers sign a tobacco-free honor roll with the number of years they have been tobacco-free.

Materials Development and TECC Intake

Materials Development Report

Print a copy of this report and submit it with the following:

Submission Requirements:

- Two (2) originals, one for the Resource Library; the other for catalog review
- Results of pre-testing for literacy level and cultural appropriateness; and, field test, pilot test, or expert review evaluation findings, as appropriate
- Signed Copyright Release Form for all subcontractors including writers, designers, photographers and artists
- Signed Model/Image Release Form for anyone who is recognizable in photos or illustrations used
- Receipts/invoices for any stock photos or graphics purchased
- Translations of materials submitted in languages other than English

Send these items to: TECC Resource Library, 4 Carbonero Way, Scotts Valley, CA 95066

Signature of person completing this form:

Agency Name: Test Agency Number 1
Project Name: Project 2.1
Contract Number:

Date Report Generated: 01/10/2007 03:56 PM

Material ID: 1-6-1-M1
Working Title of Material: Example Material
Brief Description of the Content: This is a test of the OTISv2 Materials submission form
Target Audience to be Reached by the Material:

AUDIENCE GROUP(S)

- ☐ Adults 18 years and older

GENERAL POPULATION GROUP(S)

- ☐ African
- ☐ African American/Black

SPECIFIC ETHNIC POPULATION GROUP(S)

Material Format: Audio Tape
Language: American Sign Language
Projected Completion Date: 01/05-06/05
Primary Content: Alternative Tobacco Products
Material Purpose: Influence attitudes about issue

PROGRESS

Contact Name:
Contact Phone Number:
Contact Email: mailto:
Date Completed:

DESIGN STEPS

	Step	Completion Date	Date Sent to TECC
1	Outlined material goals and objectives	08/01/2004	8/15/2004
2	Completed search for similar existing material	09/05/2004	N/A
3	Sought consultation on design (i.e., graphic artist)		
4	Pilot tested concepts with target audience		
5	Conducted readability/literacy test		
6	Tested material for cultural appropriateness		
7	Completed an external back translation of non-English material (submit English translation)		
8	Field tested final material with target audience		
9	Conducted evaluation of material with target audience for effectiveness		
10	Sent a copy of the field test results and/or focus group analyses to TECC		
11	Obtained copyright releases from graphic artist/contractors		
12	Obtained model releases for any people in photos		
13	Obtained any image releases/contracts used for any purchased stock photography		
14	Submitted two hardcopies of the original material developed to TECC		
15	Sent all digital source files for materials created (e.g., Photshop, Work, Illustrator, PageMaker, Quark, etc.) and video/audio masters to TCS with the final progress report		
16	Sent a completed Materials Development and TECC Intake Form Report to TECC		

COPYRIGHT AND DISTRIBUTION LOGISTICS

Is the material part of a comprehensive campaign or program? Yes

Are there any copyright or talent limitations associated with this material? Yes

Format of Production Quality Master:

Material Development Cost: $0.00

Material Duplication Cost: $0.00

Number of Copies Duplicated:

Number of Copies Distributed:

ABSTRACT OF FINAL PRODUCT

#04 USE OF CDPH/TCS FUNDS FOR TOBACCO CESSATION

Chapter 300

Adopted 01/96
Revised 07/07

1. Tobacco control programs MAY:

   a. Administer tobacco cessation programs using self-help, group, community, web-based, and media strategies;

   b. Train health care professionals or others to provide tobacco cessation services or to integrate tobacco use assessment and cessation services into the protocols of an agency with the provision that cessation services will be institutionalized by a specified date.

   c. Work with and provide technical assistance to voluntary health organizations to ensure that priority populations, such as ethnic/racial populations, lesbian/gay/bisexual/transgender, low socioeconomic status, and labor populations, and smokeless tobacco users are served by the cessation efforts of those voluntary health organizations.

   d. Conduct efforts to motivate tobacco users to quit using tobacco products.

   e. Conduct efforts to educate and inform tobacco users about the cessation benefit available to them through either publicly-funded (e.g. Medi-Cal or Medicare) or privately-funded (e.g., employment based or individual insurance programs.

2. Local Lead Agency tobacco control projects may use no more than 10% of their cumulative budget for the provision of direct cessation services. Competitive grant funded tobacco control projects may be limited to the portion of their budget that may be applied to the delivery of direct cessation services through the procurement under which the project was funded.

3. Funds MAY NOT be used to fund health care professionals or lay professionals to provide **individual** tobacco cessation counseling, tobacco use prevention counseling or counseling to decrease exposure to environmental tobacco smoke in health care clinic settings, the home or at the worksite.

4. Funds MAY NOT be used to develop or administer intensive telephone tobacco cessation counseling without explicit written authorization from CDPH/TCS in order to avoid duplication of services with the California Smokers' Helpline.

5. Tobacco cessation methodologies are to incorporate the following:

a. Elements focusing on the health and social consequences of tobacco use;
b. Strategies and exercises aimed at quitting;
c. Relapse prevention; and
d. Evaluation of quit status at three, six months, and one year and annually determine the cost effectiveness of cessation activities.

6. Tobacco cessation methodologies MAY also incorporate the following (when used as an adjunct to an educational intervention meeting the tobacco cessation criteria described above):

   a. Pharmacological interventions; however, CDPH/TCS funds may not be used to purchase nor reimburse the cost of medications.

   b. Hypnosis techniques.

   c. Acupuncture; however, CDPH/TCS funds may not be used to reimburse staff for performing acupuncture nor for materials associated with performing acupuncture.

7. Tobacco cessation methodologies may not incorporate aversion therapy.

#05 SPONSORSHIP REQUIREMENTS

Chapter 300

Adopted 01/96
Revised 07/07

Definition of Sponsorship

- Sponsorship is a cash and/or in-kind fee paid to a property, event, or organization (typically in sports, arts, entertainment or causes) in return for access to the exploitable commercial potential associated with that property, event, or organization. It is undertaken for the purpose of achieving commercial objectives, and is not philanthropy. It promotes a company (your project) in association with the sponsor (property, event, or organization). Sponsorship is one of the four arms of marketing (advertising, sales promotion, public relations, and sponsorship). A sponsorship can also provide you with access to a live audience, on-site sampling (e.g. of anti-tobacco use materials), and opportunities to survey audiences about tobacco control issues.

- Sponsorship with respect to tobacco control is the promotion of an anti-tobacco use message to an audience attending specific events or venues in the community. The purpose of a sponsorship is to counter the tobacco industry's pro-tobacco use messages or presence in the community and to develop community goodwill for anti-tobacco use educational, media and policy activities. The tobacco control program's sponsorship dollars are to be used as an incentive for community events and/or venues to pass policies rejecting tobacco industry sponsorship and to create smoke-free events or areas. It is likely that a lot of groundwork and relationship building between tobacco control advocates in the community and an event or venue will need to be accomplished in the process of working toward such an objective.

The following are criteria for CDPH/TCS supported sponsorships. Documentation that these criteria were met must be included with progress reports. Documentation may include copies of advertising, photos of signage, copies of tobacco-free policies, and anything that shows what was received in exchange for the sponsorship. Sponsorships are subject to the review and approval of CDPH/TCS and may be denied if deemed to be an inappropriate use of state taxpayer monies. *Please use the checklist attached to this policy as a guideline for approving sponsorships at the local level.*

1. The tobacco industry has a history of sponsoring events and/or venues, such as racing events or racetracks, rodeos, cultural events, community festivals, special

exhibits, county fairs, stadiums, or professional or minor league ballparks. Your project should sponsor these types of events in your community to prevent and/or end the sponsorships provided by the tobacco industry.

2. Youth events and activities generally are inappropriate Proposition 99 sponsorships because the Master Settlement Agreement (MSA) has already disallowed the tobacco industry from providing youth-focused sponsorships. Some exceptions may be made for rural counties where other sponsorship opportunities may not exist, or where it is evident that the sponsorship is building a relationship with the community to pursue stronger policy work in the future. These types of exceptions must be approved on a case by case basis by the Program Consultant (PC) and Contract Manager (CM) assigned to your project.

3. Health fairs are NOT sponsorships and will be denied by CDPH/TCS.

4. The project is to receive something tangible in exchange for being the sponsor. The larger the financial commitment, the larger the value the sponsor should receive, which may include large signage at the event, advertising in the event program or materials, booth space, radio or television publicity, public announcements at the event and/or cross promotions with other sponsors.

5. As the sponsor, the project should negotiate that the events sponsored with tobacco control funds be tobacco-free, or at a minimum, have designated smoking or non-smoking areas, e.g., no smoking in the carnival areas of fairs, designated non-smoking areas in the stadium at a rodeo or racetrack. Another aspect of negotiation of a sponsorship agreement might include a written non-acceptance of tobacco industry funds policy to be adopted by the event organizing body (board) or by the venue where events are held (such as a rodeo arena, racetrack grounds, or fairgrounds). Information and model policies for fairgrounds, rodeos, and other event venues are available from the CDPH/TCS-funded legal and policy projects or on the PARTNERS Project SMART Money web page.

6. Tobacco control funds are not to be viewed as a long-term replacement of tobacco company sponsorships or financial support to any one individual, team, group, event, or organization. Therefore, a sponsorship is limited to two (2) years unless it is otherwise justified and receives prior approval by your PC and CM.

7. Sponsorships are typically for $1,000 - $2,000. An exemption may be sought from CDPH/TCS if there are special circumstances – these will be decided on a case by case basis.

8. Any individual performer, team, group, event, organization, or venue sponsored with tobacco control funds must prominently display a large sign or banner that

promotes an anti-tobacco message AND the name of the sponsor (i.e., the project or organization's name). The project may not sponsor an event or venue that is currently receiving tobacco company sponsorship. It is possible to obtain a venue policy prohibiting tobacco sponsorship even for events that are sponsored at the national level by a tobacco company. For example, Pro Rodeo Cowboys Association (PRCA) rodeos are sponsored nationally by Copenhagen, but if the rodeo arena in a particular city has a venue policy prohibiting such sponsorship, the Copenhagen scoreboard, flag, and banners would not be allowed into that particular arena.

9. Publicity promoting the individual performer, team, group, event, organization, or venue is to include an anti-tobacco use message AND the name of the sponsor (i.e., the project or organization's name).

10. Sponsorships must be outlined in the Scope of Work and budgeted in a separate line item labeled "Sponsorships."

Checklist for Evaluating the Likelihood of a Sponsorship Match

(Adapted from International Events Group, IEG Inc.)

Use this checklist as a guide to evaluate events or venues that you should approach in your community with sponsorship monies, or when being approached by events or organizations seeking sponsorships. This is merely a guide to help you think about what should be included in your sponsorship agreement – not every box needs to be checked, but you should think about each of the issues listed. The more boxes checked, the more likely it is that the sponsorship match will be approved by CDPH/TCS.

☐ **Image Compatibility**

- ☐ Does the event offer the imagery and/or lifestyle that my program is trying to establish and with which we want to be associated? *(Is it a smoke free event? Does it have smoke free areas? Does it have a high profile in the community?)*
- ☐ Are the other co-sponsoring companies those with whom my program wants to be associated? *(Does the event have any continuing tobacco sponsorship? If so, the sponsorship is NOT appropriate.)*

☐ **Audience Composition/Reach**

- ☐ Does the event or venue attract the audience that my program wants to reach?
- ☐ Is this sponsorship opportunity in the geographic market that my program wants to impact?
- ☐ Does the audience feel a strong sense of ownership or identification with the venue or event?
- ☐ What is the extended reach of the event or venue? Are there on-site spectators? Television viewers?

☐ **Ability to Leverage/Additional Promotional Opportunities**

- ☐ Can my program conduct cross-promotions with appropriate cosponsors?
- ☐ Does the opportunity occur during a time that we would like extra visibility in the community? *(What other tobacco control activities are going on in the community?)*
- ☐ Is the promotional time frame of the sponsorship defined clearly, and will it meet program needs? *(Year round? One season? One event?)*
- ☐ Are there opportunities for display? *(May we have an educational booth at the event?)*

☐ **Media Coverage and Recognition**

- ☐ Is the event appealing – in a positive way - to the media?
- ☐ Can the event draw broadcast and print coverage?
- ☐ Will my program be recognized in that coverage?
- ☐ Can the event attract a TV or radio broadcast?
- ☐ Will my program's signage show up on the TV broadcast or be mentioned on-air?

☐ Communicate Product Attributes

- ☐ Can my program's message be worn while participants compete or perform?
- ☐ Can my program's message be showcased as a key element of the event?

☐ Efficiency

- ☐ Does the event or venue deliver to a wide audience?
- ☐ Is the relationship between the cost of sponsorship and the value received appropriate?
- ☐ Does the sponsorship's cost compare with that of similar properties?
- ☐ Is this the most cost effective means to get the results I am looking for?

☐ Measurability

- ☐ Does the event or venue conduct regular surveys or tracking studies that could be shared with my program and/or that might include questions developed around tobacco sponsorship? *(Can I include public opinion questions around the issue of tobacco sponsorship and smoke free areas within the event?)*
- ☐ Does the event or venue lend itself to measuring the reach and impact of the sponsorship you are offering? *(Do they track audience demographics? Do they collect attendance data?)*

☐ Ability to Extend

- ☐ Does the sponsorship contain spin-off opportunities? *(If I sponsor a racing team, will I have the opportunity to approach racetrack owners/operators regarding implementing smoke free areas?)*
- ☐ Is the sponsorship something my program can build upon? *(If I sponsor a Pro-Rodeo Cowboy's Association rodeo that agrees to eliminate the Copenhagen scoreboard and not announce livestock names that contain tobacco brands, can I do the same for a Professional Bull Riders event at the same venue and build toward getting a venue policy passed?)*

☐ Ease of Administration

- ☐ Is the event well organized?
- ☐ Are event staff specific about what the sponsorship includes?
- ☐ Can the event/venue deliver what they have promised in exchange for the sponsorship? *(Do I have a signed board policy or venue policy in hand?)*
- ☐ Do I have staff to properly administer the sponsorship? *(Will someone attend the event to make sure we get what was agreed to and document this for the progress report? Will there be staff to conduct surveys at the event if needed? Do we need staff for an information booth?)*
- ☐ Does the event have a credible track record? *(Is it a well-established community event with a consistently large audience?)*
- ☐ Will the event/venue work with us to capitalize on the sponsorship by initiating cross-promotions via sponsorship workshops or producing post-event reports?

- ❒ Is the lead time sufficient for staff to develop materials/deliverables collateral to the sponsorship in order to maximize the effect?

☐ Risk Factors

- ❒ If the sponsorship fails to meet our objectives, can we withdraw without suffering adverse consequences, such as public dissatisfaction?
- ❒ Is the event/venue financially stable?
- ❒ Will the event/venue audience feel that our message is making a positive difference in the event?
- ❒ Have we made sure that there are no venue restrictions that might cause conflict with our program or message?

#06 SUBCONTRACT AGREEMENT REQUIREMENTS

Chapter 300

Adopted 12/06
Revised 07/07

The subcontract agreement requirements stated here apply to competitive grantees only. CDPH/TCS does not review Local Lead Agencies subcontract agreements.

The term "subcontractor" includes any individual or entity, which enters into a subcontract agreement with the grantee for performance of any part of the grant with CDPH/TCS.

1. CDPH/TCS will review and approve subcontract agreements that are greater than $50,000 (except as noted in item 2.). Please refer to Section I, Administrative Section of the Competitive Grantees Administrative and Policy Manual, Chapter 600, Subcontract Requirements for instructions.

   Subcontract agreements that are $50,000 or less will not be reviewed by CDPH/TCS (except as noted in item 2.); however, the grantee will certify that the subcontract agreement adheres to the CDPH/TCS subcontract requirements (refer to Section I, Administrative Section of the Competitive Grantees Administrative and Policy Manual, Chapter 600, Subcontract Requirements). A subcontract agreement certification must be submitted to CDPH/TCS. The complete subcontract agreement and a copy of the certification form will be retained by the agency.

2. Evaluator subcontract agreements regardless of the amount will not be reviewed by CDPH/TCS **if** the Evaluator is identified in the grantee's initial scope of work (SOW) and in the budget, and their qualifications, activities, and costs are approved in the final SOW and budget justification process. A subcontract agreement certification must be submitted to CDPH/TCS.

   If the grantee has not identified the Evaluator and the grant is fully executed, the grantee will need to submit the Evaluator subcontract agreement for CDPH/TCS review and approval. Please refer to Section I, Administrative Section of the Competitive Grantees Administrative and Policy Manual, Chapter 600, Subcontract Requirements for instructions.

#07 YOUTH TOBACCO PURCHASE SURVEY REQUIREMENTS

Chapter 300

Adopted 01/96
Revised 07/07

The following requirements shall be followed by agencies when conducting youth tobacco purchase surveys:

1. Agencies may use either consummated buys or attempted buys for conducting youth tobacco purchase surveys. A list of the pros and cons of each of these formats can be found immediately following this policy.

2. Agencies who conduct consummated purchase surveys must first obtain immunity from prosecution under Penal Code 308 for youth volunteers to conduct the survey from your county's District Attorney, Chief of Police or County Sheriff. For those who conduct attempted purchases, you **do not** need to obtain immunity from prosecution for youth volunteers. As a courtesy and for safety purposes you still need to get support from and coordinate with local law enforcement.

3. Agencies should notify one another and coordinate youth tobacco purchase surveys conducted in the region with Local Lead Agencies and other competitive grantees as appropriate to avoid confusing the local law enforcement agencies and the media.

4. Youth participating in the purchase surveys should preferably be between 15 and 17 years of age and include an approximate equal gender representation. Efforts must be made to ensure appropriate ethnic representation to match the communities being surveyed.

5. Teens must receive a minimum of one hour of training on the survey protocol.

6. Safety of the youth participants must always be placed first and appropriate safety measures followed at all times.

7. Informed consent and a liability waiver must be obtained from all adult and youth survey participants prior to their participation in any survey activities. Documentation of valid California driver license is required of all adult drivers.

8. Agencies are required to use CDPH/TCS protocols and procedures for conducting youth tobacco purchase surveys including the youth purchase survey

instrument, forms, and data collection procedures (for consummated or attempted purchase surveys).

9. The agency shall develop a random sample of retailers (to include grocery stores, gas/convenience stores, liquor stores, convenience stores, drug stores/pharmacies, gas stations only, restaurants, and others) for self-selected geographic area to be surveyed. CDPH/TCS may be contacted for assistance in generating random lists, and for sample size. A replacement list will also be generated. Stores may be contacted prior to the survey to confirm their correct address, and that the store sells tobacco, however, precautions must be taken not to alert the store of an upcoming purchase survey.

10. Results of the purchase survey should be disseminated to policy-makers, including local elected officials and community leaders, through media channels (press conferences, news releases, press kits), and other appropriate mechanisms to generate support for action to decrease youth access to tobacco. Results should be posted on PARTNERS.

11. A report of the results is to be sent to CDPH/TCS, and is to include, at a minimum: purchase protocol, survey instrument, survey methodology, buy rate for each area surveyed, and barriers/facilitating factors in conducting the survey.

12. Stores surveyed may be contacted following purchase survey to provide feedback (letters of congratulations or disappointment). Educational activities directed to merchants who illegally sold tobacco to youth following a purchase survey include: distribution of merchant education materials, in-store visits, and merchant education training.

SIDE BY SIDE COMPARISON
OF
CONSUMMATED -VS- ATTEMPTED YOUTH TOBACCO PURCHASE SURVEY

	Consummated		Attempted
Pros	Have evidence of a sale and more accuracy. Cigarette pkgs. can be used in press conferences. More closely duplicates the real situation. Youth don't have to be embarrassed by coming up short on money. Helps build commitment among youth volunteers when they see the actual purchases. Disposal of tobacco products can be turned into an advocacy activity by mailing them back to the tobacco companies as gifts of death. Can collect Marlboro Adventure miles and Camel bucks to obtain promotional items for other educational activities.	**Pros**	Easier to obtain law enf. permission. Well received by media because youth stopped the buy. Don't have to spend money on tobacco products. Don't have to track money during the "buys." Philosophically more acceptable to some adults because you aren't encouraging youth to "break the law."
Cons	Have greater difficulty obtaining local law enf. permission for surveys. Some people perceive it as encouraging young people to break the law. Have to budget for buying tobacco although the cost goes down as sell rates are reduced. Have to handle money during "buys" and track it. Budget has to include cost of purchasing tobacco	**Cons**	May tip retailers off that this is a survey. Youth may be embarrassed. Don't have hard evidence of the buy. The picture for the media is less dramatic without the cigarette pkgs.

#08 USE OF PROPOSITION 99 FUNDS FOR ENFORCEMENT ACTIVITIES

Chapter 300

Adopted 01/96
Revised 07/07

1. Proposition 99 funds may not be used to conduct law enforcement activities. They can only be used for purposes specified in the statute. Law enforcement is not within the scope of any of the specified purposes as detailed below.

2. California Revenue and Taxation Code Section 30122 authorizes use of Proposition 99 funds as follows:

   "(a) The Cigarette and Tobacco Products Surtax Fund is hereby created in the State Treasury. The fund shall consist of all revenues deposited therein pursuant to this article. Moneys in the fund may only be appropriated for the following purposes:

   (1) Tobacco-related school and community health education programs.

   (2) Tobacco-related disease research.

   (3) Medical and hospital care and treatment of patients who cannot afford to pay for those services, and for whom payment will not be made through any private coverage or by any program funded in whole or in part by the federal government.

   (4) Programs for fire prevention, environmental conservation; protection, restoration, enhancement, and maintenance of fish, waterfowl, and wildlife habitat areas; and enhancement of state and local park and recreational purposes.

   (b) The funds consist of six separate accounts as follows: .....

   (6) The Unallocated Account, which shall be available for appropriation for any purpose specified in subdivision (a)."

3. Law enforcement activities which MAY NOT be funded include, but are not limited to:

   - Inspections or stings conducted for the purpose of determining compliance with local, state or federal law <u>and</u> issuing a penalty or fine (This should not be construed to mean that Proposition 99-funded programs cannot conduct surveys or evaluation activities to determine compliance with tobacco-related laws);

- Legal fees; and
- Fees associated with due process, court hearings or administrative hearings.

4. Proposition 99 funds MAY be used to:

- Motivate appropriate agencies to conduct enforcement activities;
- Train enforcement agency staff;
- Educate violators of tobacco-related laws;
- Provide educational warning letters, educational materials and signs describing tobacco-related laws;
- Train business owners and employees; and
- Generate or demonstrate public support for enforcement of tobacco-related laws.

#09 COMMUNICATIONS SYSTEM REQUIREMENTS

Chapter 300

Adopted 01/96
Revised 07/07

CDPH/TCS-funded agencies are responsible for coordinating information, referral, and outreach efforts.

1. Agencies are required to subscribe to CDPH/TCS' computer network system known as PARTNERS (See Policy #16) and log on to the web site at least once per week. Agencies are also encouraged to use PARTNERS as a means to disseminate information about their activities and solicit assistance from other PARTNERS users via the Strategy Exchange. To this end, agencies must have access to the Internet and e-mail.

2. Agencies are to use the CDPH/TCS calendar available through both PARTNERS and the Online Tobacco Information System (OTIS) to post major trainings, conferences or events that are of interest to California's tobacco control community or that may facilitate efforts to coordinate events statewide.

3. Agencies are to use the electronic project directory available through OTIS (See Policy #20) for purposes of coordination, collaboration, and to avoid duplication of effort when planning, implementing, and evaluating tobacco control projects.

4. Agencies are to widely publicize and promote the California Smokers' Helpline to the public, health care providers, worksites, schools, and others.

5. Agencies are to tag educational and media materials with the California Smokers' Helpline telephone numbers, as appropriate. Contact the Helpline prior to any mass media promotion of the Helpline telephone numbers so that the Helpline can plan ahead and handle the increase in calls resulting from your promotion.

English (adults & teens)	1-800-NOBUTTS
Spanish	1-800-45-NOFUME
Korean	1-800-556-5564
Cantonese/Mandarin	1-800-838-8917
Vietnamese	1-800-778-8440
Smokeless Tobacco	1-800-844-CHEW
Hearing Impaired	1-800-933-4TDD

6. Local Lead Agencies should develop a resource directory of tobacco education and control services within the local health jurisdiction and provide this information to the California Smokers' Helpline annually.

7. Agencies are encouraged to incorporate reference to TobaccoFreeCA.com and the "undo" campaign tag into their programs by doing the following:

   - Add the following "undo" campaign tag line and web site reference in their e-mail signature line (note that the "undo" should be in red):

     Imagine a world without cigarettes. undo tobacco everywhere.
     www.TobaccoFreeCA.com

   - Add a hyperlink to www.TobaccoFreeCA.com on your program or agency's Web site.

   - Add www.TobaccoFreeCA.com to your local ads, flyers, banners and other printed materials.

#10 TRAINING AND TECHNICAL ASSISTANCE REQUIREMENTS

Chapter 300

Adopted 02/94
Revised 07/07

1. CDPH/TCS-funded agencies may provide training and technical assistance on a variety of issues including: policies to control exposure to environmental tobacco smoke, youth access to tobacco, exposure of youth to tobacco advertising and promotions; spokesperson and leadership development; grant writing; how to find alternative funding sources for community events other than the tobacco industry; program planning, evaluation; development of the capacity to manage programs; data collection; legal and policy issues; and other areas of concern.

2. A key goal of training and technical assistance should be to build the capacity of the agency, organization, individual or institution to plan, implement, and evaluate tobacco use prevention and reduction activities.

3. LLAs are responsible for providing training and technical assistance to agencies, organizations, businesses, worksites, cities, law enforcement agencies, retail groups and others involved in tobacco use prevention and reduction activities. LLAs may also be called upon to assist CDPH/TCS-funded grantees with both programmatic and administrative issues.

#11 USE OF CDPH/TCS MEDIA MATERIALS

Chapter 300

Adopted 02/94
Revised 07/07

PRIOR to developing media materials, contact the Tobacco Education Clearinghouse of California (TECC) at 1-800-258-9090, the CDPH/TCS Media Unit at (916) 449-5500, and the federal Centers for Disease Control and Prevention, Office on Smoking and Health (CDC/OSH) Media Campaign Resource Center (MCRC) at (770) 488-5705 to determine if there are existing materials available which are appropriate for the targeted audience and advertising strategy. This is a **MANDATORY** requirement and must be documented in progress reports submitted to CDPH/TCS.

Statewide Media Material

CDPH/TCS' Media Unit makes materials available to all CDPH/TCS-funded projects. These media materials include print materials for newspapers, posters or billboards, and paid radio and television (TV) advertisements (ads), including ethnic and language-specific materials. Radio and TV public service announcements (PSAs) to be run on donated station time are subject to different rules than ads with paid placement. PSA availability is limited.

The State has entered into agreements with the Screen Actors Guild, American Federation of Television and Radio Artists, and CDC/OSH. These agreements govern the availability and use of broadcast media. The State's radio and TV ads cannot be used for broadcast, internet or educational videos unless payments and contracts with the actors and musicians (talent) are current. Use of CDPH/TCS commercials must be authorized by the State within strict timeframes to avoid penalty payments, for which the agency could be held liable. Therefore, the State must monitor the distribution and usage of its radio and TV ads. As funding levels and advertising plans are subject to change, Local Lead Agencies must check with CDPH/TCS to confirm current availability of broadcast media.

Prior CDPH/TCS media campaign ads have been transferred to CDC/OSH. Through their advertising contractor, CDC/OSH now maintains the talent payments and contract renewals for these ads in order to make them available to states and health agencies worldwide. Ads from the current California Statewide Media Campaign, as well as selected ads from prior campaigns, may be available directly from the State. Agencies should allow extra time in their media schedules when ads maintained by CDC/OSH are requested.

Following are the general requirements for using *all* advertising materials:

1. Before requesting any materials from CDPH/TCS, agencies shall develop a media plan and submit it to CDPH/TCS, Media Unit, with a copy furnished to your CDPH/TCS Program Consultant. The media plan shall include:

   - the media to be utilized (e.g., television, magazines, direct mail)
   - placement schedules (time periods during which each advertisement will run and where it will run)

2. Use of materials must be coordinated with the other tobacco education agencies (e.g., LLAs, competitive grantees and statewide projects operating within the same media market, as well as CDPH/TCS' Media Unit for planned State funded media activity in local area. Changes in the level and targeting of advertising often have a strong impact on the number of requests from the public for information and materials, complaints, as well as utilization of the State's toll-free numbers for tobacco use cessation and other programs. The State must be allowed sufficient notice in order to ensure staff and resources are available in response to shifting demands. In addition, coordination will avoid ineffective duplication of efforts and ensure that advertising in all geographic regions will be mutually supportive of program goals, cost-effective, and as widely distributed as possible.

3. The "tag" identifying the agency and/or sponsor and Helpline number, if applicable, should be used consistently throughout each media market. See Policy #03, Item 4, for information regarding "tagging" of media materials.

4. Media materials should be chosen to reach the targeted audience cost-effectively. Review the CDPH/TCS TV, radio and print ads found at http://www.tobaccofreeca.com/ads, TECC advertisement summaries, the CDC/OSH Media Campaign Resource Center, and local media research data in order to determine the best placement and type of media.

5. LLAs are encouraged to promote media materials for use within news or feature stories. There are no restrictions or talent payments associated with incorporation of an advertisement into a news or feature report.

6. The media materials shall not be used for the promotion of any for-profit product, service, or business. No admission fee may be charged for admittance to a presentation of any advertisement. Advertisements shall not be incorporated into a curriculum, Powerpoint presentation or media production, such as an educational video. Requests for these types of use must be referred to CDPH/TCS Media Unit.

7. Agencies shall maintain detailed records of distribution of commercials.

Public Service Announcements (PSAs)

Specific requirements for using the State's PSAs are as follows:

1. PSAs may only be used for broadcast on a public service basis, that is, on donated media time.

2. PSAs shall not be altered or edited in any way.

3. A "tag" (printed titles and/or voiceover) can be added to the PSA, within the space and time allowed.

4. Agencies may copy the PSAs only for broadcast use on a public service basis. Agencies shall not distribute the PSAs to other agencies or organizations. Requests from other agencies and organizations must be referred to CDPH/TCS.

Paid Radio and Television Commercials

The following requirements govern the use of the State's radio and TV commercials:

1. Commercials shall be aired in their entirety and shall not be altered or edited in any way.

2. A "tag" (printed titles and/or voiceover) can be added to the paid commercial within the space and time allowed. The tag should include information stating who is paying for the commercial broadcast time. The State recommends, "Paid for by [organization's name], funded by the California Department of Public Health."

3. The commercial must be aired on a paid basis only, that is, on purchased media time.

4. Payment for any media time purchased by the agency or its designee shall be the responsibility of the local lead agency.

5. It is essential that agencies coordinate with the State media campaign for the local use of ads to minimize talent payments due. Agencies planning broadcast ads are responsible for paying all talent fees. However, in some cases, talent payment may not be needed if for example, the State's media campaign is currently using the advertisement and paying talent.

6. Agencies should not make copies of commercials provided. Usually the broadcast quality ads will be made available directly to the media vendor with only a viewing copy to the local agency. Agencies shall not distribute paid

commercials to other agencies or organizations. Requests from other agencies and organizations must be referred to CDPH/TCS.

Billboards and Print Materials

1. The State Media Campaign can make existing print ads available to agencies at little or no cost. Payment for advertising space purchased by the agency or its designee shall be the responsibility of the agency.

2. The State's billboards and other print materials are produced in limited quantities. Costs associated with sniping (adding Helpline/sponsor information to a billboard or print advertisement), shipping, and additional print runs may be the responsibility of the agency.

Internet Use

Internet and other electronic technology is rapidly evolving, and the Screen Actors Guild commercials contract changes frequently as a result. Currently, internet rights for ads produced by CDPH/TCS are extremely limited. Agencies should not upload or forward any ads provided since significant costs could be incurred. For any type of media use beyond traditional broadcast and print, contact CDPH/TCS' Media Unit.

To Request CDPH/TCS Media Materials:

To request media materials, send a fax on your agency letterhead to Sandra Soria with a copy to your Program Consultant at (916) 449-5505. Include your media plan and as much of the following information as possible:

- title and/or description of the advertisement
- where the ad will air or appear along with vendor contact information
    - number and locations of billboards or newspapers, or
    - number, locations, and call letters of stations
- if outdoor or print, the size(s) needed
- period of time when the ad will run
- local tag copy, if applicable

For Assistance

1. To coordinate media efforts, call Sandra Soria of the CDPH/TCS' Media Unit at (916) 449-5724 or e-mail Sandra at Sandra.Soria@cdph.ca.gov.

2. For more information on how to integrate media advocacy into your tobacco control program, refer to the guidelines on the following pages.

GUIDELINES FOR INTEGRATING MEDIA ADVOCACY INTO TOBACCO EDUCATION PROJECTS

The following are guidelines for using media advocacy strategies and should be incorporated into the development of tobacco control projects. These guidelines were developed with support from the Stanford Center for Research in Disease Prevention.

Many media stories result from creative opportunism - seizing opportunities created by unplanned events and the evolving news environment. These opportunities can be prepared for by developing and following a strategic plan that integrates media into the broader scope of the project.

A strategic approach means weaving media throughout all interventions. It does not simply mean publicity for your agency or media exposure for tobacco-related stories measured by column inches or broadcast minutes. This can result in a costly and common error of compartmentalizing media activities or segregating them from the foundation of the overall program.

The key steps to integrating media advocacy into your project are:

A. Determine Your Policy Objectives

- Are you working on reduction of youth access to tobacco?
- Are you trying to increase enforcement of youth access to tobacco laws?
- Are you trying to limit tobacco advertising/signs in your community?
- Are you trying to eliminate tobacco sponsorship of local events?
- Are you attempting to build support for enforcement of smoke-free bars?
- Are you trying to reshape public opinion focusing on protecting the public?
- Are you trying to build support for smoke-free multi-unit housing?

B. Determine Your Audience, Channel, Communication Objective, and Resources

1. Audience

    - Are you attempting to educate community decision-makers or the public?
    - If the public, what are their demographics?
        - Where do they get their information from?
        - Who do they think is credible to deliver the message?

2. Channel

- Have you developed an inventory of media outlets in your community such as newspapers, radio stations, community publications, etc?
- Which ones have a history of covering local issues of health and policy?
- What is their circulation/reach?
- What are the available formats?
- What are the names of key people?

3. Communication Objective

- Are you trying to make people aware of a specific tobacco policy or issue?
- Are you trying to impart information on environmental issues that support policy?
- Or do you actually want people to take a specific action?

4. Resources

- What is your budget?
- Who on your staff has media experience, contacts or mailing lists?
- What equipment do you have available to you (desktop publishing system; video player, camera, etc.)?

After the audience, channel, communication objective, resources and policy objectives have been decided, consider the tactics to implement these strategies.

C. Designate a Media Specialist

The designated media spcialist does not necessarily need to be someone with extensive media experience, but it should be one person, with the help of a subcommittee, who is committed to getting acquainted with, tracking and working with local media. The media specialist does not necessarily need to be the spokesperson for your organization or a particular event, but a reliable source who can facilitate interviews, gather requested information, and develop rapport with the media contacts. Having assigned people to handle contacts and details lends professionalism and continuity. It is important, however, that the media specialist does not become isolated, but works as part of the main planning team.

D. Develop and Maintain Key Media Contacts

Media organizations are primarily businesses, and doing business depends a great deal on relationships with key people. Treat these relationships with the utmost level of professionalism and kindness. If a reporter contacts you, **always** inquire about their deadline and be diligent on meeting it. If you are contacting a reporter, become familiar with their outlet, internal deadlines and topics of interest. Positioning your organization as a resource in your field is integral in maintaining key media contacts. Send thank you letters, when appropriate, to both the reporter and their immediate supervisor.

E. Formulate a Rough Media Plan Based on Your Policy Objectives

Think through how the available outlets and resources can help to meet the identified needs. Most importantly, leave time and energy to take advantage of breaking news, to be opportunistic in making sure your message gets heard in the way you want it to get heard.

F. Divide the Media Activities into Thematic Time Frames

The thematic time frames should be long enough to plan ahead, and short enough to manage. For example, a certain number of months emphasizing tobacco-free casinos, a certain number focusing on smoke-free multi-unit housing, a certain number on youth access issues, etc.

G. Coordinate Media Activities with Interventions

Coordinate media activities with interventions in your own plan as well as those of neighboring counties, the State or the nation. By integrating your media plans with other community events, whether they are your own or others, you will be re-enforcing the tobacco control message on different levels simultaneously.

H. Integrate News Stories and Messages

Plan media events to generate news that relates to your policy objectives.

For example:

- If your issue is youth, have youth collect tobacco industry promotional giveaways and then hold a press conference to announce their intention to return them to the tobacco industry. Or, sponsor a high school graduating class in exchange for class involvement in a public service billboard campaign on tobacco control. Hold a Kick-Off event when a new billboard goes up.

- Do something unusually newsworthy on the anniversary of a policy. Invite the press.

- If your goal is increasing awareness of tobacco as an environmental issue, sponsor a tobacco-free event in your community; this is a good news story for the press.

I. Develop Opportunistic Media Readiness Skills

This means having everything in place so that you can quickly and intelligently respond to an unplanned media opportunity. For example:

- Identify appropriate spokespeople.
- Train key coalition members to speak to the media on your policy objectives. Be sure they have "media bites" ready to keep them on topic and succinct..
- Consider the ethnic media available in your community and have spokespersons ready to address them in-language.
- Place opinion-editorial pieces and letters to the editor supporting your message at key times.
- Develop Media Products: Work with the policy and media subcommittees of your coalition to develop radio, billboard, bus board materials or even brochures that support your policy objectives, e.g., single family multi-unit housing, youth access to tobacco, tobacco advertising targeting youth.

These products should relate to your policy objectives and the messages and approach should be acceptable to the group you are trying to reach. There should be a dissemination plan and an appropriate production company experienced in your type of media efforts may need to be hired.

J. Develop an Evaluation Plan

Maintain a file or scrapbook of your distribution efforts and subsequent media coverage. Consider adding a telephone number and incentive for calling in to track response to the media placement. Analyze the quantity and type of media support and letters to the editor.

#12 LOBBYING POLICY

Chapter 300

Adopted 02/94
Revised 07/07

CDPH/TCS engages in and funds policy and advocacy activities which are legitimate tools of health education, health promotion, and public health. CDPH/TCS funds **may not** be used to support lobbying activities.

Lobbying is communicating with:

- a member or staff of a legislative body, a government official or employee who may participate in the formulation of the legislation; or
- the general public with the specific intention of promoting a yes or no vote on a particular piece of legislation.

Such communication is considered lobbying only if its principal purpose is to influence legislation.

Educating legislators, their staff, government employees, or the general public about your program or about tobacco-related issues is **NOT** considered lobbying.

#13 COORDINATING WITH SCHOOLS

Chapter 300

Adopted 02/94
Revised 07/07

Although schools and health departments receive separate funds for tobacco education, there should be a coordinated effort in the delivery of programs targeting youth in schools and the community in order to create a comprehensive approach. It is suggested that as appropriate to your agency's scope of work that your agency:

1. Develop a communication system and partnership with the county offices of education, and to the degree possible, with local school districts.

2. Designate a staff member as a liaison with the schools.

3. Help facilitate the enforcement of tobacco-free school policies.

4. Collaborate with schools on the following types of activities:

   - Tobacco-related community service opportunities for students.
   - Train facilitators to provide tobacco cessation services for students, faculty and non-credentialed staff. Promote use of the California Smokers' Helpline with schools.
   - Promote adoption of science-based tobacco use prevention curricula.
   - Conduct out-of-classroom educational programs and after-school programs.
   - Advocacy campaigns to improve teacher training and support for tobacco use prevention curricula.
   - Conduct parent participation programs.
   - Co-sponsor special events, e.g., Great American Smoke-out.
   - Co-sponsor speech contests, youth press conferences.
   - Coordinate a special edition of school newspapers covering tobacco issues and provide recognition (a.k.a. "Pulitzer prize") for the best story and photojournalism story.
   - Purchase advertising space in high school yearbooks or newspapers.
   - Coordinate surveillance activities on youth tobacco use, youth access to tobacco and tobacco advertising and promotional cues in the community which target youth.
   - Provide joint training for youth, teachers, parents, and youth serving community based organizations.
   - Develop a speakers bureau.
   - Collaborate on youth empowerment activities, e.g, a letter writing campaign or interviews conducted by youth and linked with community activities and leaders.

- Jointly conduct a county youth conference.
- Coordinate community service events, e.g., reforestation activities in areas resulting from cigarette caused fires, collecting and tabulating tobacco product-related litter, etc.
- Recruit students for participation in tobacco-related survey and compliance check activities.
- Co-sponsor trainings when community and school programs are using the same evidence-based curricula.
- Participate on each other's advisory coalitions.
- Work together to assess an LLA's Communities of Excellence indicators relative to schools and an LEA's Needs Assessment indicators relative to the community.
- Focus on LEA parent education session on secondhand smoke in the home.
- Link school community service or service-learning requirements and activities with community youth tobacco control interventions.
- Encourage youth development and empowerment by allowing students to attend state and local advocacy networking opportunities (e.g., California Youth Advocacy Network).
- Work with local health providers to facilitate evidence-based curricula lessons at schools.
- Work together to bring youth cessation services to school campuses and the communities.

#14 USE OF CDPH/TCS FUNDS IN SCHOOL SETTINGS

Chapter 300

Adopted 02/94
Revised 07/07

The following requirements apply to the use of CDPH/TCS funds in schools.

1. CDPH/TCS funds cannot be used for the development or implementation of **in-classroom** curriculum in public schools.

2. CDPH/TCS funded projects may supplement on-going California Department of Education (CDE) funded curriculum programs in the classroom in order to support policy-related objectives, e.g., objectives to achieve "R" rating of movies with tobacco use, or provide extra-curricular activities for which CDE funding is not available. Examples of supplementing curriculum may include adding advocacy activities or providing supporting materials.

3. CDPH/TCS funded programs proposing curricular activities in public classrooms must obtain a letter from the individual school, school district, or county office of education in which the program will be presented. This letter must:

   a. Describe the current CDE tobacco education curricula; and

   b. State how the CDPH/TCS funded project will supplement the CDE funded activities and curricula.

4. In private schools, funds cannot be used to directly benefit the school or assume the schools' responsibility to provide tobacco control education.

#15 USE OF PROPOSITION 99 FUNDS IN THE ENFORCEMENT OF MINORS' POSSESSION OF TOBACCO {Penal Code Section 308(b)}

Chapter 300

Adopted 06/97
Revised 07/07

Effective January 1, 1997, an amendment to Penal Code Section 308(b) added "possession" of tobacco as an illegal act for minors, along with purchasing or receiving tobacco products. Upon conviction, youth under 18 years of age can be fined $75.00 or given 30 hours of community service work. This legislative change seems to have stimulated interest by local law enforcement and schools to enforce youth tobacco possession. However, many leading tobacco control experts agree that penalizing youth for possessing tobacco is not a desirable policy option (Wasserman and Jacobson, 1997). It is important that efforts to reduce the access and use of tobacco by youth are part of a **comprehensive approach** that targets tobacco retailers, tobacco marketing tactics, social source venues, and include policy options.

The following guidelines clarify the appropriate use of Proposition 99 funds regarding enforcement of the youth tobacco possession law.

The California Department of Public Health/Tobacco Control Section (CDPH/TCS) does not fund school-based or community-based diversion programs (e.g., alternative education programs to suspension for tobacco use on campus). This includes community service activities for youth cited for smoking or possessing tobacco products. The reasons for this are:

A. Diversion and required community service programs are not consistent with CDPH/TCS' overall program strategy of focusing on community norm change rather than individual behavior change.

B. Community-based diversion and required community service programs are punishment resulting from a law enforcement action. As stated in Policy #08 of this section, Proposition 99 funds may not be used for law enforcement activities.

C. There is no evidence that diversion or mandatory community service programs are an effective strategy to reducing youth smoking rates or decreasing illegal tobacco sales to minors. Leading scientific health organizations do not endorse these strategies. (See attached bibliography)

D. CDPH/TCS found that peer reviewed literature to date does not demonstrate that mandated participation in tobacco diversion programs or required community service either significantly impacts youth cessation rates among those participating, or reduces youth uptake of tobacco.

E. The Department of Education specifically funds school-based youth cessation programs.

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#16 PARTNERS COMPUTER NETWORK SYSTEM

Chapter 300

Adopted 09/98
Revised 07/07

The **PARTNERS** (**P**olicy **A**dvocacy **R**esource **T**obacco **N**etwork **E**ducation **R**esponse **S**ystem) **web site network** is a statewide electronic communication system, developed to link the California Department of Public Health, Tobacco Control Section (CDPH/TCS) with its contractors.

The **goal of PARTNERS** is to provide an efficient and timely communication system for CDPH/TCS to communicate with its contractors and for projects to share resources and expertise in program and policy development and implementation. In addition, PARTNERS provides a forum for planning and strategizing across the state, maximizing resources, avoiding duplication of effort, and enhancing agency capability. The system allows CDPH/TCS-funded projects throughout California to share information, educational materials, program and training resources, and planning strategies. **All CDPH/TCS funded projects in California are required to participate in the network and log onto the web site at least once per week.** Technical assistance is provided to assist users with accessing and using PARTNERS and can be obtained via e-mail at webmaster@CDPH/TCSpartners.org.

The two main components of the PARTNERS web site are **CDPH/TCS Update** and the **Strategy Exchange**. Projects are expected to access these two specific features on a weekly basis. There are many other features on the web site including news, online forms, lists, links to other sites and various resources.

CDPH/TCS Update contains announcements concerning trainings, conferences, forms, current events, trends in tobacco control, etc. CDPH/TCS Update is posted every Monday. Users can access the current CDPH/TCS Update from the Main Menu. Previous weeks' issues are available by clicking on Back Issues of CDPH/TCS Updates.

The **Strategy Exchange** is the user-driven portion of PARTNERS. Users can read and post messages on this electronic bulletin board system. Projects are strongly encouraged by CDPH/TCS to post messages on this system, in order to share their knowledge and experience with other projects. Common types of messages include: requests for information, upcoming events, job postings, executive summaries of reports, recent successes and failures, helpful resources, etc. Messages can be posted in the current month or under special topic areas.

Subscription (Membership) Requirements:

PARTNERS is a password-protected web site for CDPH/TCS-funded projects. Users must submit an online application and agree to abide by the Membership Agreement. Once the application is approved by CDPH/TCS, new members are assigned a unique Username and Password and notified by e-mail. **Usernames and Passwords are specific to the individual and must not be transferred, reassigned or shared.** There is **no cost** to the project for enrollment in the PARTNERS network, and **any number of users** may be enrolled. New project directors can access the online application at the following URL:
http://www.CDPH/TCSpartners.org/registration.htm.

Agencies are required to maintain a PARTNERS account and log onto the web site at least once per week. Agencies are also encouraged to use PARTNERS as a means to disseminate information about their activities and solicit assistance from other PARTNERS users via the Strategy Exchange.

Each project's PARTNERS use and their Strategy Exchange postings are reported to CDPH/TCS on a biannual basis. Each project receives a quarterly PARTNERS Use Grade (via e-mail), based on the number of weeks which at least one person from their project accessed PARTNERS.

System Requirements for new purchases:

Minimum Hardware Specifications:

Desktop computers should have at least a Pentium IV processor, adequate hard disk space, 1 gigabyte of memory, 1.44 megabyte diskette drive, CD Rom drive, and network card (for connecting to a LAN or broadband internet access).

Recommended Software Specifications:

Type	Minimum
Operating System	Microsoft (MS) Windows 2000 Professional or XP Professional Service Pack 2 ①
Presentation	PowerPoint 2003 (as part of MS Office 2003 Professional Service Pack 2 Application Suite ②
Word Processing	Word 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ②
Spreadsheet	Excel 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ②

Database	MS Access 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ②
Hard Disk Encryption	Existing Agency software standard; or other hard disk encryption product.
Browsers	Internet Explorer v. 6.0
Adobe Acrobat Reader	Adobe Acrobat Reader 7.x
Statistical	Epi Info version 3.3 ③
Antivirus Software	Required (most current version of any brand)
JAVA Software	JAVA Runtime Environment v 5

① – Support for MS Windows 2000 Professional by Microsoft ends June 2009.

② – Please note that Microsoft support for Microsoft Office XP Professional (2002 version of applications) ends June 2008. Support for Microsoft Office 2000 Professional ends June 2007.

③ - May be downloaded for free at http://www.cdc.gov/epiinfo/.

Other Requirements

E-mail Address
Internet Access

In addition to the above requirements, if the computer purchased will be connected to your agency's existing local area network, you will need to contact your network administrator for appropriate network software and connectivity issues/problems.

Note: *Any recommendations above are based solely on achieving a higher level of compatibility with the equipment and software used by the Tobacco Control Section. They do not constitute product endorsements.*

#17 PROCESS TO REQUEST USE AND/OR ADAPTATION OF EDUCATIONAL OR MEDIA MATERIALS PRODUCED WITH CDPH/TCS FUNDS

Adopted 09/99
Revised 07/07

Chapter 300

The State of California owns the copyright on educational and media materials developed with funds from CDPH/TCS. (In the case of materials developed by Local Lead Agencies {LLAs}, the copyright is jointly owned). Following is the procedure to request the use of and/or adaptation of materials by an agency other than the agency that produced the material. Contact the Tobacco Education Clearinghouse of California (TECC) at (800) 258-9090 for assistance with this procedure and to ensure that there are no copyright restrictions associated with the material.

1. **Requests Concerning Statewide Media Campaign Materials:**

   Ads from California are periodically transferred to the Centers for Disease Control and Prevention's (CDC) Media Campaign Resource Center (MCRC). Visit the MCRC site at http://www.cdc.gov/tobacco/mcrc/.to view available ads developed by the CDPH/TCS Statewide Media Campaign prior to 2006 as well as ads developed by many tobacco control organizations throughout the country. Your agency may be responsible for paying fees associated with changing the tagline for requested ads as well as associated talent fees.

   Requests to use the public relations materials developed by the CDPH/TCS Statewide Media Campaign or questions regarding ads developed by CDPH/TCS should be directed to Sandra Soria, Media Analyst, CDPH/TCS at (916) 449-5724.

2. **Requests Concerning Educational and Media Materials Produced in Whole or in Part with Competitive Grantee Funding:**

   This includes Competitive Grantees, the California Smokers' Helpline, the Tobacco Education Clearinghouse of California and any other statewide projects funded with Competitive Grant Funds.

   a. **Requests from a Government Agency, American Cancer Society, American Heart Association or American Lung Association Affiliate**

      1) **Make a Written Request:** Direct the written request to the CDPH/TCS Program Consultant assigned to work with the

contractor that developed the material and provide a copy of the request to the assigned CDPH/TCS Contract Manager. The email is to describe: the product, how it will be used, and any modification the requestor would like to make.

a) **Changes to the tagline:** If the request is simply to change the tagline on a brochure, poster, or ad to identify the requestor's agency name, CDPH/TCS will generally grant permission for this. If the request concerns a material that might involve the use of "talent fees" or other special conditions, CDPH/TCS will generally grant permission provided the requestor includes a letter from the agency that originally produced the material which indicates there is no issue with the "talent fees" or other conditions, e.g., a special work of art or photograph.

b) **Modifications to a Brochure:** Permission will generally be granted to adapt or modify brochures. The standard funding acknowledgement is not required of agencies that are using the material outside of California.

c) **Modifications to a Video**: Permission will not generally be granted to modify videos or to incorporate footage of an existing video into a new "work." Any request to do so will be forwarded to the Chief of Local Programs and Evaluation, CDPH/TCS for a secondary review and decision.

d) **Modifications to a Training Curriculum:** Permission will not generally be granted to modify or incorporate a curriculum into a new "work." Any request to do so will be forward to the Chief of Local Programs and Evaluation, CDPH/TCS for a secondary review and decision.

e) **Modifications to a Poster:** Permission will not generally be granted to modify or incorporate a poster into a new "work." Any request to do so will be forward to the Chief of Local Programs and Evaluation, CDPH/TCS for a secondary review and decision.

b. Requests from Other Non-Profit Agencies or from For-Profit Agencies

1) **Make a Written Request:** Direct the written request to the Chief of Local Programs and Evaluation, CDPH/TCS. The email is to describe: the product, how it will be used and distributed, cost if applicable, and any modification the requestor would like to make.

2) **Restrictions:** Restrictions generally will be similar to those cited above. A gift of public funds "for the profit of an agency will be considered and avoided" in any request.

3) **Educational or Media Material Produced in Whole or in Part with Local Lead Agency Funding:** Seek permission directly from the LLA that produced the educational or media material to use or modify the material. This includes materials developed by LLA subcontractors.

4) **Cost of Providing or Modifying Materials:** Any agency granted permission to use or modify educational or media materials developed with funds from CDPH/TCS is to bear the cost associated with the use or modification of the material. CDPH/TCS-funded projects, including the Tobacco Education Clearinghouse of California, may bill agencies for providing a duplicate set of camera-ready materials. The requesting agency is solely responsible for working or negotiating with a printer, graphic artist, talent agency or media vendor.

#18 PC 308(a) OPERATIONS GUIDELINES

Chapter 300

Adopted 01/02
Revised 07/07

The following minimum standards shall apply to all decoys working with members of designated agencies engaged in undercover activities pertaining to PC 308(a) enforcement. For further information on conducting PC 308(a) operations, consult the STORE Campaign web page on PARTNERS.

1. All decoys shall be less than 18 years old at the time of any undercover decoy operation. The decoy shall display an appearance consistent with their age (less than 18 years old) and environment.

2. A photograph or video recording will be taken immediately prior to or at the time of the operation for the purpose of recalling the decoys appearance at this time. The photograph and/or video recording will be retained by the agency supervising the decoy operation.

3. A decoy shall carry his or her own identification showing their correct date of birth or not carry any identification. A decoy who carries identification shall present it upon request to any seller of tobacco products.

4. Enforcement agencies may require decoys to respond truthfully to the seller if verbally asked their age or they may allow the decoy to verbally respond that they are 18 years of age.

5. A decoy shall be supervised by a regularly employed adult peace officer or other authorized statutory adult authority at all times during the operation.

6. The designated agency may use recording equipment, including video, audio, photographic and other audio/visual recording equipment, to record and document an operation.

7. Upon completion of the decoy operation, the designated agency may notify the owner or owner's agent of the operations results.

#19 NON-ACCEPTANCE OF TOBACCO COMPANY FUNDS

Adopted 07/02
Revised 07/07

Chapter 300

In order to receive funds from the CDPH/TCS, contractors must comply with the following:

Universities/Colleges Only

The Principal Investigator, or any investigator associated with the contract cannot receive funding from or have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years prior to the start date of the contract period. In addition, the Principal Investigator or any investigator associated with the contract will not accept funding from or have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract with CDPH/TCS. See attached partial list of tobacco company subsidiaries.

All Other CDPH/TCS Contractors

The contractor will not accept funding from or have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract with CDPH/TCS. See attached partial list of tobacco company subsidiaries. Since subcontractors are held to the same standards as the prime contractor, they are also subject to these requirements.

Contractors are required to sign and submit the "Certification of Non-Acceptance of Tobacco Funds" form as part of the Request for Application process. The certifications are on file at CDPH/TCS. See attached sample of the certification form. Violation of this CDPH/TCS policy during the term of the contract may result in termination of the contract.

TOBACCO SUBSIDIARY PRODUCTS
United States Smokeless Tobacco Company

BEVERAGES

Coffee
General Foods International Coffees
Gevalia
Maxim
Maxwell House
Sanka
Starbucks*
Yuban

Frozen Treats
Mr. Freeze
Kool-Aid Slushies

Powdered Soft Drinks
Country Time
Crystal Light
Kool-Aid
Tang

Ready-to-Drink
Capri Sun*
Country Time
Crystal Light
Kool-Aid Bursts
Tang
Total Balance

CONVENIENT MEALS

Bacon
Oscar Mayer
Louis Rich

Cold Cuts
Oscar Mayer
Louis Rich

Dinner Kits
Stove Top Oven Classics
Taco Bell*

Frozen Pizza
California Pizza Kitchen*
DiGiorno
Jack's
Tombstone

Hot Dogs
Oscar Mayer

Lunch Combinations
Lunchables

Macaroni & Cheese Dinner
Kraft
Kraft Easy Mac
Velveeta

Meat Alternatives

Boca

Meat Snacks

Tombstone

Pastas and Sauces

DiGiorno

CHEESE

Cold Pack Cheese

Woody's

Cottage Cheese

Breakstone's
Knudsen
Light n' Lively

Cream Cheese

Philadelphia
Temp-tee

Grated Cheese

Kraft

Natural Cheese

Athenos
Churny
Cracker Barrel
DiGiorno
Handi-Snacks
Harvest Moon
Hoffman's
Kraft
Polly-O

Process Cheese Loaves

Kraft Deluxe
Old English
Velveeta

Process Cheese Sauce

Cheez Whiz

Process Cheese Slices

Kraft Deli Deluxe
Kraft Free Singles
Kraft Singles
Kraft 2% Milk Singles
Velveeta

Process Cheese Spread
Easy Cheese

GROCERY

Baking Chocolate/Coconut
Baker's

Baking Powder
Calumet

Barbecue Sauce
Bull's-Eye
Kraft

Breakfast Beverage
Postum

Coating Mix
Shake 'n Bake
Oven Fry

Condiments
Grey Poupon
Kraft
Sauceworks

Cooked Cereal
Cream of Wheat

Cereal Bars
Nabisco

Dips
Kraft

Dog Biscuits
Milk-Bone

Dry Packaged Desserts
Dream Whip
D-Zerta
Jell-O
Minute

Energy Bars
Balance
Oasis Bars

Fruit Preservatives
Ever Fresh

Frozen Whipped Topping
Cool Whip

Ice Cream Topping
Kraft

Margarine
Parkay (Puerto Rico only)

Pasta Salads
Kraft

Pectins
Certo
Sure-Jell

Pickles/Sauerkraut
Claussen

Pie Crusts
Honey Maid
Nilla
Oreo

Ready-to-Eat Cereals
Post
- Alpha-Bits
- Banana Nut Crunch
- Blueberry Morning
- Cinna-Cluster Raisin Bran
- Cranberry Almond Crunch
- Frosted Shredded Wheat
- Fruit & Fibre
- Golden Crisp
- Grape-Nuts
- Great Grains
- Honey Bunches of Oats
- Honeycomb
- Nabisco (Puerto Rico only)
- Natural Bran Flakes
- Oreo O's
- Pebbles*
- Raisin Bran
- Shredded Wheat
- Shredded Wheat 'n Bran
- Spoon Size Shredded Wheat
- Toasties
- Waffle Crisp
- 100% Bran

Rice
Minute Rice

Salad Dressings
Good Seasons
Kraft
Seven Seas

Sour Cream
Breakstone's
Knudsen

Spoonable Dressing
Kraft Mayo
Miracle Whip

Steak Sauce, Marinade, Worcestershire
A. 1.

Stuffing Mix
Stove Top

Toaster Pastries
Kool Stuf

Yogurt
Breyers*
Jell-O
Light n' Lively

Snacks
Cookies
Barnum's Animals
Biscos
Café Creme
Cameo
Chips Ahoy!
Crispin (Puerto Rico only)
Dad's
Danish (Puerto Rico only)
Famous Chocolate Wafers
Family Favorites
Old Fashioned
Ginger Snaps
Hony Bran (Puerto Rico only)
Konitos (Puerto Rico only)
Lorna Doone
Mallomars
Marshmallow Twirls
Nabisco (Puerto Rico only)
National Arrowroot
Newtons
Nilla
Nutter Butter
Oreo
Peak Freans
Pecan Passion
Pecanz
Pinwheels
SnackWell's
Social Tea
Stella D'oro
Sweetie Pie (Puerto Rico only)
Teddy Grahams
Wild Thornberry's*

Crackers
Air Crisps
Better Cheddars
Cheese Nips
Club Social (Puerto Rico only)
Crown Pilot
Doo Dad
Flavor Crisps

Harvest Crisps
Honey Maid
Nabisco Grahams
Nabs
Premium
Ritz
Royal Lunch
SnackWell's
Stoned Wheat Thins
Sportz (Puerto Rico only)
Sultana (Puerto Rico only)
Triscuit
Uneeda
Wheatsworth
Wheat Thins
Zwieback

Ice Cream Cones
Comet Cups

Packaged Food Combinations
Handi-Snacks
Lunchables

Refrigerated Ready-to-Eat Desserts
Jell-O
Handi-Snacks

Snack Nuts
Corn Nuts
PB Crisps
Planters

Sugar Confectionery
Altoids
Callard & Bowser
CremeSavers
Jet-Puffed
Kraft Caramels
Life Savers
Milka L'il Scoops
Nabisco Fun Fruits
Terry's
Tobler
Toblerone
Trolli

Miller Brands**
Miller Beer
Miller Genuine Draft
Miller High Life
Sharp's non-alcohol brew
Milwaukee's Best
Meister Brau
Magnum Malt Liquor
Henry Weinhard's
Hamm's
Olde English 800 Malt Liquor
Mickey's Malt Liquor
Red Dog
ICEHOUSE
Southpaw

Leinenkugel
Celis
Pale Rider
Shipyard Export Ale
Goat Island Ale
Fuggles Pale Ale
Old Thumper Extra Special Ale
Blue Fin Stout
Longfellow Ale
Mystic Seaport Pale Ale
Chamberlain Pale Ale
Sirius
Prelude Ale
Molson
Foster's Lager
Sheaf Stout
Presidente
Shanghai

*Kraft is the distributer for these brands:

-Breyers is a registered trademark owned and licensed by Unilever, N.V.
-Capri Sun is a registered trademark of Rudolf Wild GmbH & Co. KG, used under license.
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**Altria Group, Inc. holds a 36% economic interest in SABMiller plc as a result of the 2002 Miller Brewing Company merger into South African Breweries plc, which formed SABMiller plc, the world's second-largest brewer.

Wines

Chateau Ste. Michelle
Columbia Crest
Domaine Ste. Michelle
Villa Mt. Eden
Conn Creek
Northstar
Snoqualmie

CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS

_____

Company/Organization Name

_____

Please check one of the following:

- ☐ The applicant named above hereby certifies that it will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract with the California Department of Public Health, Tobacco Control Section.

- ☐ University/Colleges Only
  The Principal Investigator, or any investigator associated with the contract, of the university or college named above hereby certifies that he/she has not received funding from nor had an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company within the last five (5) years prior to the start date of the grant period. In addition, the Principal Investigator, or any investigator associated with the contract, of the university or college named above hereby certifies that he/she will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract with the California Department of Public Health, Tobacco Control Section.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Director of Agency or Principal Investigator:

_____

Signature Date Print Name and Title

#20 Online Tobacco Information System

Chapter 300

Adopted 12/06
Revised 07/07

Background

The Online Tobacco Information System (OTIS) is a Web-based business management portal that incorporates CDPH/TCS business management systems with information-communication systems. It provides a single uniform interface for hundreds of users to access contract and grant-related documents and networking-collaboration tools from any computer, 24 hours a day, 7 days a week. As a database, OTIS is searchable, provides access to real-time data, and the ability to aggregate data for reports.

Overall, OTIS provides an efficient means for CDPH/TCS and applicants to manage its contracting processes. These include the :1) submission and approval of Comprehensive Tobacco Control Plans and competitive grant applications; 2) submission and approval of progress reports; 3) submission and approval of fiscal documents, and 4) submission and approval of other contract related documents such as subcontracts.

Communication systems within OTIS include a personal and shared calendar that provides access to national, state, regional and local event information; a task management system for personal and project use; a contact directory with a master list of agency contacts; a searchable project directory that provides access to the scopes of work of all projects within OTIS; and a Local Program Evaluator Registry that provides contact information and the qualifications of registered local program evaluators.

Major benefits to using this Web-based business management portal include:

- Data entry and terminology are standardized and consistent across procurements.
- The budget and other areas requiring calculations are totaled for the applicant by OTIS.
- Common terminology facilitates the linkage of activities described in the scope of work to budgeted expenses (providing incentives, placing media, educational materials development, printing, etc.).
- Agency contact information only has to be submitted once regardless of the number of applications the agency has funded by CDPH/TCS.
- Other projects' scopes of work can be searched in order to identify agencies working with similar target audiences, interventions, and evaluation activities.

This can facilitate networking, marketing trainings, identification of programming gaps, or collaborating on advertising and educational materials development.

- Generates usable reports that track who, what, where, and how much funding is going toward particular programs; what projects are working on specific interventions or with specific target populations.
- Integrates any communication and business applications into a single Web site for improved access to timely information. System applications include: statewide calendar, project directory, local program evaluator directory, plan/application submission, plan/application approval, progress report submission, progress report approval, and cost report/invoice submission and approval.
- Promotes management of local project materials development by the Tobacco Education Clearinghouse of California.
- The review and approval of documents submitted by contractors is streamlined (e.g., no more losing paper, and the ability to track where documents are in the approval process).
- Logs all communications for increased accountability.

Membership Requirements

OTIS is a password-protected Web-system for CDPH/TCS-funded projects. Users will be issued an individual user identification and password. These may not be transferred, reassigned or shared with anyone else.

Project Directors are required to notify CDPH/TCS immediately about staff changes in order to deactivate an account.

OTIS Usage Requirements

- CDPH/TCS-funded projects, which are a part of OTIS, are required to submit all contract/grant application documents, progress and fiscal reports via OTIS.
- Project Directors are responsible for ensuring that their staff participates in trainings, access user guides, and online training resources.
- Project Directors are responsible for reporting OTIS errors or access issues to CDPH/TCS in a timely manner.

System Requirements

The system requirements for OTIS are the same as the system requirements for PARTNERS; see Policy #16 PARTNERS COMPUTER NETWORK SYSTEM.

#21 Nicotine Maintenance Policy

Chapter 300

Adopted 12/06
Revised 07/07

Nicotine maintenance is the strategy to provide tobacco users concerned about their health with a new option to substitute, in place of conventional combustible cigarettes, the long-term use of another, potentially less dangerous nicotine-delivery product that can still satisfy the user's addiction. CDPH/TCS believes that the nicotine maintenance strategy poses a serious threat to public health efforts aimed at reducing the toll of death and disease caused by tobacco use. The goal of the nicotine maintenance strategy is to:

- Convince consumers that they can receive the same enjoyment and satisfaction without the risk
- Convince tobacco users they do not have to quit
- Convince non-users that the pleasure outweighs the risk – so try it.

Nicotine maintenance products are known as potentially reduced exposure products (PREPs). At the present time, PREPs fall into three categories:

- Modified cigarettes and cigarette-like products
- Smokeless tobacco, snus, and tobacco lozenges
- Medicinal nicotine currently under development by pharmaceutical companies that is intended for long-term use rather than as an aid to cessation.

Various sources have recommended or suggested that these products are the next safest alternative to quitting because they reduce exposure to one or more tobacco toxicants. The three types of PREPs clearly present a continuum of health risk to the user, with combustible products posing a greater risk to an individual's health than medicinal nicotine products. CDPH/TCS is concerned that the promotion of nicotine maintenance products has the potential to foster the norm that addiction to nicotine is acceptable, and is of little health consequence to the user or population as a whole. Legitimizing the nicotine maintenance strategy would undermine and damage the ability of state and local governments to implement and sustain proven effective tobacco use prevention and cessation strategies such as tobacco taxes, secondhand smoke restrictions, counter-advertising campaigns, and cessation quit-lines.

CDPH/TCS believes that tobacco cessation and nicotine maintenance are contradictory strategies. Promoting the co-existence of tobacco cessation and nicotine maintenance strategies ignores the complexity of how product marketing is received and acted upon by tobacco users and potential users, as well as policy makers who are in a position to

allocate resources and enact policies that regulate smoking and the sale and promotion of tobacco products.

Whether nicotine maintenance messages are conveyed by the public health community, tobacco companies or the pharmaceutical industry, they will likely legitimize nicotine addiction. In doing so, these messages will decrease motivation for quitting among California's four million adult and youth smokers, decrease quit attempts, slow tobacco cessation, increase the rate of youth initiation, and undermine the effectiveness of comprehensive tobacco control programs that seek to denormalize tobacco use and promote cessation.

The efficacy of the nicotine maintenance strategy is unproven in terms of providing a health benefit at the individual and population levels. Tobacco products contain a complex array of toxicants and cancer causing agents. It is unknown what the impact will be of decreasing exposure to individual toxicants and how genetics and prior history of the individual would influence individual benefits. Additionally, the response of consumers in a real world setting is unknown:

- Will cigarettes and PREPs be used concurrently?
- Will PREPs only be used in those situations where smoking is not allowed?
- Will motivation to quit decrease; will tobacco uptake increase?
- Will support for secondhand smoke policies diminish?

Of particular concern to CDPH/TCS is that some members of the public health community are recommending the promotion of smokeless tobacco, snus, and long-term use of nicotine replacement therapy in lieu of smoking. (Bates C, Fagerström K, Jarvis MJ, Kunze, McNeill A, Ramström, 2003: Sweanor D, 2003; Kozolowski LT, O'Conner RJ, Quinio Edwards B, 2003).

The tobacco industry is aware of smokers' increasing concern about the health effects of smoking, as well as the public's increasing intolerance of secondhand smoke. Lawsuits and the accompanying financial instability have shaken the tobacco industry. Settlements have led to price hikes and reduced consumption. Faced with the prospect of a steady decrease in cigarette sales, the tobacco industry is looking for a "turn around" strategy. To protect itself from future lawsuits and further hostile legislation, it must establish a respectable public image, demonstrate repentance by acknowledging the health effects of tobacco use, and seek legitimacy for new products positioned as reducing health risks while creating a safe harbor through Federal Drug Administration oversight of these products. These products are not aimed at the highly addicted, hard core smoker—but rather the smoker who is contemplating quitting and youth and young adults who are not yet established tobacco users.

CDPH/TCS is concerned that as nicotine maintenance products are produced and marketed, they may not be used in the way intended, and those messages about these products may be perceived and acted upon in ways not anticipated. In summary, CDPH/TCS believes the nicotine maintenance strategy:

- Legitimizes nicotine addiction
- Decreases motivation for quitting
- Slows smoking cessation progress
- Weakens support for California Tobacco Control Program education, policy, media and taxation efforts
- Confuses the public and harms the credibility of public health
- Provides a turn around opportunity for the tobacco industry

As such, CDPH/TCS prohibits its contractors from using its funds to promote or sanction the nicotine maintenance strategy and particularly smokeless tobacco as a safer alternative to combustible cigarettes.

Tab:

Chapter 400
Administrative Requirements

CHAPTER 400
ADMINISTRATIVE REQUIREMENTS

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#01 DATA COLLECTION AND REPORTING REQUIREMENTS

Chapter 400

Adopted 02/94
Revised 07/07

1. Agencies shall conduct surveillance activities, collect and maintain data, submit reports, and conduct evaluations in accordance with CDPH/TCS requirements.

2. Agencies shall allocate a minimum percentage of their total CDPH/TCS budget towards an evaluation component. This component should support staff designated to oversee evaluation, required data collection, surveillance, evaluation, and reporting requirements. This is a mandatory requirement and must be evident in the budget. For the minimum percentage required, refer to the procurement to which your agency responded.

3. Agencies shall designate one staff person as the lead on evaluation activities. Agencies shall allocate the minimum percentage of a staff person's time, as required in the procurement to which the agency responded, to be dedicated toward overseeing evaluation activities, coordinating evaluation activities with CDPH/TCS, and any evaluation consultant or subcontractor who may be hired. This is a mandatory requirement and must be evident in the budget.

4. The document, Tell Your Story: Guidelines for Preparing a Complete High Quality Final Evaluation Report is to be used as the standard for preparing final evaluation reports. This document can be found at http://www.dhs.ca.gov/tobacco/html/Tellyourstory.pdf or on the C-STATS web site at www.cstats.info .

5. The C-STATS web site, www.cstats.info, is to be used as a resource for online access to California's county, regional, and statewide tobacco statistics. C-STATS provides access to a wide variety of information, including evaluation resources for local projects, publications, and local information on a broad range of tobacco-related indicators, from behavioral measures to local policies.

6. Progress Reports shall be submitted bi-annually to CDPH/TCS, with one original and one copy, each complete with attachments.

7. The content of the Progress Reports shall be in accordance with CDPH/TCS instructions and the required forms shall be used. Agencies should maintain back-up documentation, such as logs, sign-in sheets, press releases, etc. to verify all information provided in the progress reports and will be required to submit documentation with progress reports as identified in the progress report instructions.

8. If timely and accurate progress reports and evaluation reports are not received by CDPH/TCS, payments will be withheld until delinquent or deficient reports are up-to-date or evaluation requirements are satisfied. Contractors shall be given a time-certain date by which to re-submit unsatisfactory reports. If reports are not submitted timely or remain unsatisfactory, the contract award may be reduced.

9. Each agency shall cooperate with and participate in evaluation activities conducted by agencies that are under contract with CDPH/TCS for the purpose of evaluation or surveillance activities.

Vehicles:

CDPH/TCS does not allow the lease or purchase of vehicles; this includes the lease of, lease with the option to purchase, or rental plans with purchase options of vehicles. Agencies must budget for the use of their agency-owned vehicle or personally-owned staff vehicles by allocating funds for reimbursement of mileage at a rate approved by CDPH/TCS. The agency can bill CDPH/TCS contract each month for the amount of project-associated mileage traveled by approved staff on travel status refer to Section I, Chapter 400 of your Competitive Grantees Administrative and Policy Manual for Travel Information, or for Local Lead Agencies reimbursed at the approved county/city rate.

Mobile Phones:

Mobile phones, cellular phones, and other multi-function portable phones are allowed up to $500 per person (including the service) for a maximum of $2,500 per LLA or Grant annually. Purchase must be based on sufficient justification with prior CDPH/TCS approval. Refer to Chapter 400, Policy #05 Information Security Requirements for additional information regarding equipment and data security requirements.

Desktop and Laptop Computers:

With sufficient justification and prior CDPH/TCS approval, Competitive Grantees and LLAs may be authorized to purchase computer equipment, including appropriate hardware and software that meets CDPH/TCS minimum requirements. Agencies authorized by CDPH/TCS to purchase computer hardware and software should contact their contract manager to obtain a current list of desktop and laptop computer standards. Refer to Chapter 400, Policy #05 Information Security Requirements for additional information regarding equipment and data security requirements.

Computer Hardware

1. The agency shall have equipment for the purposes of producing CDPH/TCS mandated progress reports, completing statewide independent evaluation instruments and reports, and participating in PARTNERS and OTIS (Online Tobacco Information System). Agencies should have access to high speed broadband internet access, or local area network (LAN) access.

Desktop computers should have at least a Pentium IV processor, adequate hard disk space, 1 gigabyte of memory, 1.44 megabyte diskette drive, CD Rom drive, and network card (for connecting to a LAN or broadband internet access).

2. Agency purchasing approval will follow the appropriate CDPH/TCS budget process in OTIS. Computer equipment requests are to be justified by demonstrated programmatic or administrative need. After approval, the contractor shall follow the CDPH/TCS procedures for purchase and inventory of the equipment. Refer to Section I, Chapter 800 of the Competitive Grantees Administrative and Policy Manual for procedures and format to follow. Equipment purchases not in the approved budget will be disallowed.

3. The agency shall modify its computer system as requested by CDPH/TCS.

4. Agencies shall conform to the CDPH/TCS Information Security Requirements, Policy #05, for computer security and storing of confidential data.

5. Equipment purchases not in the approved budget will be disallowed unless a prior written request is submitted to the CDPH/TCS Contract Manager for review and approval, and a written approval is given.

Computer Software

1. Contract language prohibits the use of state funds for the acquisition, operation, or maintenance of computer software in violation of licensing and copyright laws. By signing the contract award, the contractor has certified that it has appropriate systems and controls in place to ensure that violations do not occur.

2. Agency purchasing approval will follow the appropriate CDPH/TCS budget process in OTIS. After approval, the contractor shall follow the CDPH/TCS procedures for purchasing and inventory of the equipment. Refer to Section I, Chapter 800 of the Competitive Grantees Administrative and Policy Manual for procedures and format to follow. Software purchases not in the approved budget will be disallowed unless a prior written request is submitted to the CDPH/TCS Contract Manager for review and approval, and a written approval is given.

3. Following are the recommended software packages an agency should have available for use:

(continued on next page)

Software Specifications:

Type	Minimum
Operating System	Microsoft (MS) Windows 2000 Professional or XP Professional Service Pack 2 ①
Presentation	PowerPoint 2003 (as part of MS Office 2003 Professional Service Pack 2 Application Suite ②
Word Processing	Word 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ②
Spreadsheet	Excel 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ②
Database	MS Access 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ②
Hard Disk Encryption	Existing Agency software standard; or other hard disk encryption product.
Browsers	Internet Explorer v. 6.0
Adobe Acrobat Reader	Adobe Acrobat Reader 7.x or later
Statistical	Epi Info version 3.3 ③
Antivirus Software	Required (most current version of any brand)
JAVA Software	JAVA Runtime Environment v 5

① – Support for MS Windows 2000 Professional by Microsoft ends June 2009.

② – Please note that Microsoft support for Microsoft Office XP Professional (2002 version of applications) ends June 2008. Support for Microsoft Office 2000 Professional ends June 2007.

③ - May be downloaded for free at http://www.cdc.gov/epiinfo/.

4. The agency shall modify or change its software according to CDPH/TCS specifications.

5. Any recommendations above are based solely on achieving a level of compatibility with the equipment and software used by CDPH/TCS. It does not constitute product endorsements.

Additional requirements may be found in Section I of the Local Lead Agency and/or Competitive Grantee Administrative and Policy Manuals.

Staffing

1. Personnel classifications and/or professional disciplines shall be appropriate for the completion of the scope of work requirements.

2. The agency is responsible for notifying their CDPH/TCS contract manager in a timely manner of staff changes in the Project Director position. The agency shall use an approved form and format as instructed by CDPH/TCS.

3. The agency shall designate one staff person as the lead on evaluation activities. Agencies shall allocate the minimum percentage of a staff person's time, as required in the procurement to which the agency responded, to be dedicated toward overseeing evaluation activities, coordinating evaluation activities with CDPH/TCS, and any evaluation consultant or subcontractor who may be hired. This is a mandatory requirement and must be evident in the budget.

4. The agency shall have professional staff qualified to:

   - Collaborate with community agencies, organizations, and targeted populations;
   - Implement principles and practices of community health education;
   - Coordinate community assessments, conduct educational, media, policy activities and evaluation;
   - Collect and tabulate required data;
   - Perform program planning and evaluation activities;
   - Fiscally and administratively manage the tobacco control program; and
   - Comply with reporting and record keeping requirements of the State.

5. The agency must have on file and provide to CDPH/TCS as requested, job descriptions and duty statements for all positions listed in the budget.

6. In **Local Lead Agencies**, either the individual designated as the Project Director (PD) or the individual designated as the Project Coordinator (PC) shall be assigned to the project 100% time. The PD may be assigned to the project less than 100% if the PC is designated 100%. The PD or the PC shall have day-to-day responsibility for the overall management and implementation of the project.

This includes ensuring that intervention and evaluation activities in the approved scope of work are conducted satisfactorily, on time and in accordance with TCS policies; ensuring that progress reports are accurate, complete and submitted on time; ensuring that the budget is expended according to the approved budget and appropriate fiscal documentation is maintained for expenditures; ensuring that cost reports are accurate, complete and submitted on time; and ensuring that project staff participate in TCS required trainings.

A reduced PD/PC staffing pattern in which neither the PD nor the PC are assigned to the project 100% requires prior CDPH/TCS approval. TCS recommends that either the PD or PC be assisgned to the project no less than 75%. To request consideration and approval of a staffing pattern in which the PC or PC is less than 100%, the LLA is required to insert and complete the following statement in the narrative budget justification for the position in OTIS.

> "XXXXX County requests approval of this PD (or PC as appropriate to your request) at # percent of time. This is justified for the following reasons: (Insert your reasons her.) With this reduced effort, XXXXX County will commit to ensuring that progress reports and cost reports are accurate, complete and submitted in a timely manner and that participation in TCS required trainings, and collaboration with local and statewide projects will be maintained. XXXXX County acknowledges that TCS may request an increase in the PD (or PC) effort on the project if these functions are not satisfactorily maintained at the reduced time level."

The reduction must be justified (e.g., diminishing funds, the PD needs to oversee other internal programs, MSA or competitive grant funded programs also, personal issues, etc.). TCS will evaluate the justification provided and additionally consider the following criteria:

- Has a past track record of satisfactory progress towards completing its scope of work;
- Progress reports and cost reports are submitted timely, complete, and accurate;
- There is participation by appropriate staff in CDPH/TCS trainings and conferences;
- There is evidence of local collaboration; and
- All of the above functions are maintained at the reduced time level.

If the above criteria are not met, CDPH/TCS reserves the right to restore the PD/PC time base back to 100% time. Approval of the reduced time will be provided to the LLA in the OTIS Negotiation Report in which the TCS Program Consultant and Contract Manager will be required to actively acknowledge and state their approval of the reduced PD/PC time base when reviewing and approving the budget portion of the Comprehensive Tobacco Control Plan.

Budget and Administrative Requirements

1. Agencies will prepare either cost reports (Local Lead Agencies) or monthly invoices (Competitive Grantees) in arrears which detail the actual program expenditures in accordance with the format prescribed by CDPH/TCS.

2. Payments to agencies are contingent upon receipt and approval of their scope of work and budget and upon receipt and approval of other contractual deliverables such as progress reports and cost reports or invoices.

3. Agencies must maintain a functioning e-mail account.

4. If a **Local Lead Agency** subcontracts out 60% or more of the tobacco control allocation to one agency to implement the comprehensive tobacco control plan, then the subcontractor will be required to develop a sub-budget, following the same guidelines applicable to the LLA.

5. Agencies shall comply with administrative and contractual requirements as provided to them in the form of the contract manual updates and Program Letters throughout the contract term.

Travel Requirements

1. **Required** CDPH/TCS Travel and Training:

   Project directors or their designee are **required** to budget for and attend the CDPH/TCS Project Directors Meeting which is typically held every eighteen (18) months. In addition to the CDPH/TCS Project Directors Meeting there may be other trainings, meetings, or conferences required by the guidelines, request for application, or renewal instructions under which the agency was funded. The funds budgeted for CDPH/TCS **required** trainings, meetings, or conferences cannot be used for any other purpose. If a **required** training, meeting, or conference is not attended the funds budgeted for it will remain in the line item unspent and will be disencumbered at the close of the contract.

2. Out-of-State Travel

   a. Local Lead Agencies

      Local Lead Agencies may expend their funds for out-of-state travel when the travel is consistent with county guidelines and requested and approved through the CDPH/TCS budget process. However, final approval of any out-of-state travel will be contingent upon:

      - participating in the conference as a presenter, panel member, speaker, etc.; and,

- being up-to-date on progress in the scope of work and current with submission of progress/cost reports.

b. All Other CDPH/TCS Contractors

All other CDPH/TCS contractors must request in writing, prior approval for out-of-state travel and justify the request unless it is pre-approved through the CDPH/TCS budget process. However, final approval of any out-of-state travel will be contingent upon:

- participating in the conference as a presenter, panel member, speaker, etc.; and,
- being up-to-date on progress in the scope of work and current with submission of progress/cost reports.

This includes "salary only" trips in which another agency is paying for travel and per diem and you are requesting CDPH/TCS to pay for your salary. The request is to be addressed to the Contract Manager (CM) assigned to your project and must include, at a minimum, the following:

- A letter requesting approval for the trip. The letter must describe the trip in detail; indicate the benefits to the tobacco control program if the CDPH/TCS funded staff were allowed to attend;

- A <u>detailed</u> description of all costs related to the travel. This includes salary costs for the individuals traveling, lodging, airfare, car rental, food, etc. If related costs are not provided in the request, CDPH/TCS staff will make the determination as to how much will be allowed, if any; and,

- A copy of the letter of invitation, conference brochure, agenda, etc.

- If you have been able to secure partial funding for travel from another source, please indicate the amount and the name of the agency providing the funds.

Your request will be reviewed by the CM/PC to determine if there is sufficient merit for the travel request and if sufficient funds are available in your contract. The request is then forwarded to the CDPH/TCS Assistant Chief who shall make the final decision on all out-of-state travel requests.

Please allow 10 working days to receive a response to your written request. Out-of-state travel, including salary only trips, that occurs without prior written approval will be denied. Refer to Section I of your Administrative and Policy Manual for the procedures and format to follow in submitting your request.

Interest Earned

1. Local Lead Agencies

LLAs are required, per their allocation agreement, to deposit their prospective payments into an interest bearing, insured trust account. The allocation agreement requires that the interest accruing from these prospective payments must be used for state-approved tobacco control program-related activities and shall be used to defray costs incurred by the program, measurably expand the program, or improve the quality of services above the level of services already funded under the allocation agreement.

LLAs may use funds from interest earned to purchase items in the approved scope of work (i.e., incentives, media, promotional items, etc.) or temporary help (and the fringe benefit expenses associated with the temporary help position) without obtaining **additional** prior written approval (the written approval of the CTCP constitutes prior written approval). These funds cannot be used to supplement fringe benefit expenses for regular staff or for Indirect Cost expenses.

Prior written approval will be required to use these funds for equipment purchases or for purchases of any items not in the approved scope of work (i.e., consultants, media, etc.).

The LLA must comply with the following:

- Obtain prior written approval from CDPH/TCS to use interest earned money from the trust account to purchase items/services not in the approved scope of work. Refer to Section I of this manual for the procedures and format to follow in obtaining approval.

- Maintain adequate documentation of the receipt and use of such interest. Once approval is obtained to use interest earned money, the LLA must report the use of these monies during the cost report period in which they were spent. Refer to Section I for the procedures and format to follow in submitting cost reports.

- Return to the State any unexpended interest remaining in the trust account, if funding authority for this allocation agreement expires or the

agreement is canceled. Refer to your allocation agreement for more information. CDPH/TCS will provide detailed instructions on how to return unexpended interest in the latter part of the agreement term.

2. **Competitive Grantees**

These projects may have earned interest by obtaining an advance payment on the first fiscal year amount of their contract award. Specific provisions of the contract do not allow for the use of interest earned to defray program costs, measurably expand the program, or improve the quality of services above the level of services already funded under their contract. If you obtained an advance payment, any interest accruing from this advance payment is to be returned to the state prior to the contract expiration or termination date. Refer to the advance payment provisions of your contract for more information.

Generated Revenue

Please read carefully the generated revenue clause in your contract. CDPH/TCS would prefer that the programs use the funds in their contract to conduct business rather than generate revenue to pay for program activities. If the program feels it is absolutely necessary that they generate revenue, then the program must comply with the following:

- Obtain prior written approval from CDPH/TCS to generate revenue. Refer to Section I of this manual for the procedures and format to follow in obtaining approval.

- Maintain adequate documentation of the receipt and use of these monies. LLAs must report the use of these monies during the cost report period in which they were spent (refer to Section I of this manual for the procedures and format to follow in submitting cost reports). All other contractors may be asked at any time to provide documentation of the receipt and use of these monies.

- Return to the State any unexpended funds, including any interest earned, remaining in the generated revenue account, if funding authority for this contract expires or the contract is canceled. Refer to your contract language for more information. CDPH/TCS will provide detailed instructions on how to return unexpended generated revenue in the latter part of the agreement/contract term.

Information Security Policy

Contractors and Local Lead Agencies must adhere to their own agency's information security policies. In addition, the contractor must follow the CDPH Health Administrative Manual (HAM), Information Security Policy, Section 6-1000 through 6-1060 where applicable, http://www.dhs.ca.gov/mcs/psd/MIS_DSS/RFPLibrary/PDFs/HAM/Health_Administrative_Manual_HAM.pdf. This policy outlines CDPH requirements established to address information security and extends to all CDPH personnel, contractors, vendors, clients and customers.

Classification of Data

Automated files and databases should be given appropriate protection from loss, inappropriate disclosure, and unauthorized modification. Files and databases can contain the following types of information listed below. A complete description can be found in the HAM, Section 6-1010.2, http://www.dhs.ca.gov/mcs/psd/MIS_DSS/RFPLibrary/PDFs/HAM/Health_Administrative_Manual_HAM.pdf.

1. **Confidential.** Under the Information Practices Act (Civil Code, Sections 1798-1798.70), personal information may not be disclosed in a manner that identifies that individual unless authorized by law. Confidential data needs to be protected from unauthorized access or disclosure.

    a. **Confidential-Critical.** Privileged data that has the most limited access and requires the highest degree of integrity. This is data that will do the most damage to the organization should it be disclosed.

    b. **Confidential-Private.** Data essential to the ongoing operation of the organization and its subsidiaries. It allows the organization to conduct its internal business and maintain support of its applications and business processes.

    c. **Confidential-Restricted.** Data that is intended for internal use within an organization. This data must be protected from unauthorized access, modification, or deletion. Restricted data should only be provided to individuals with a need to know and they must be authorized to access the information.

2. **Sensitive Information.** May be either public or confidential and requires special precautions to protect it from unauthorized modifications or deletions.

Information Security Practices

Listed below are examples of security practices contractors should be following. A complete list can be found in the HAM, Section 6-1020, http://www.dhs.ca.gov/mcs/psd/MIS_DSS/RFPLibrary/PDFs/HAM/Health_Administrative_Manual_HAM.pdf.

1. Good security practices are expected of each contractor, including using due care to preserve data integrity and confidentiality.

2. Contractors are responsible for the security of their computer and their data. Steps should be taken to protect computer equipment from theft and unauthorized use.

3. Computer and equipment resources should be used for business purposes.

4. Desktop systems should be kept in a secure area. Confidential data should not be stored on a personal computer unless adequate precautions have been taken.

5. Network passwords and password protected screen savers should be used. Passwords should not be shared. Use an unusual combination of 8 characters or more for a secure password. Passwords should not be written down, posted where they may be accessed or included in a data file, log-on script, or macro. Passwords should be changed immediately if revealed or compromised.

6. Computer software should be acquired from reputable sources that will ensure the integrity of the software.

7. Software license agreements, terms and condition, and copyright laws shall be strictly followed.

8. All computers should have anti-virus and security patches up to date.

9. Back-up and recovery procedures should be in place with each agency.

Mobile Computing Policy

For the purposes of this Policy, mobile devices are defined as any portable device such as laptops, Personal Digital Assistants (PDA's), a handheld device that serves as a beefed-up organizer or toned-down laptop. In addition, some PDAs combine the computing functions with telephone/fax, Internet and networking features), tablet PCs,

etc. As a reminder, all mobile devices remain the property of CDPH/TCS. CDPH/TCS will require proper State identification labels and will provide procedures for tagging, reporting, and retrieving equipment.

1. Competitive Grantees must follow the CDPH mobile computing policy as listed in the HAM, Section 6-1020.9, http://www.dhs.ca.gov/mcs/psd/MIS_DSS/RFPLibrary/PDFs/HAM/Health_Administrative_Manual_HAM.pdf.

2. Local Lead Agencies must adhere to their own local agency mobile computing policy. However, if the local lead agency does not have a mobile computing policy, those agencies must adhere to the CDPH mobile computing policy as listed in the HAM, Section 6-1020.9, http://www.dhs.ca.gov/mcs/psd/MIS_DSS/RFPLibrary/PDFs/HAM/Health_Administrative_Manual_HAM.pdf.

Below are some of the agency's responsibilities for the security of their mobile devices and the information they contain. A complete description of this policy can be found in the HAM, Section 6-1020.9, http://www.dhs.ca.gov/mcs/psd/MIS_DSS/RFPLibrary/PDFs/HAM/Health_Administrative_Manual_HAM.pdf.

1. Confidential information containing names, social security numbers, medical or financial information should not be downloaded or stored on mobile devices unless absolutely necessary for program operations. Employees must use an encryption product when storing confidential information.

2. In cases where use of mobile devices for downloading or storage of confidential information has been determined to be absolutely necessary, contractors are required to delete information from their mobile device if it is clearly no longer needed or potentially useful. Use of an "erase" feature (e.g., putting a document in a virtual recycle bin) is not sufficient for confidential information because the information may still be recoverable. Confidential data must be deleted via an overwrite (zeroization) program or other such approved device.

3. Mobile devices must be protected by a power-on password and contractors must use an approved encryption product when storing confidential information.

4. Mobile devices must not be left unattended at any time and precautions should be taken to ensure other persons cannot view on-screen data in public places.

5. Contractors should make available laptops to their LAN Administrator monthly for regular maintenance and PDAs (includes Blackberries) should be tethered to the PC for synchronization and encryption updates on a weekly basis.

6. When an employee is allocated a mobile device, the mobile device remains the property of the agency and CDPH/TCS, and upon termination of employment the individual must return the mobile device to their LAN administrator or supervisor.

7. If a mobile device is lost or stolen, employees must notify their manager or supervisor and CDPH/TCS contract manager.

Internet/Electronic Mail

Contractors who access the Internet and/or E-mail are to follow these guidelines to conduct official CDPH/TCS related business. A complete description of the CDPH policy can be found in the HAM, Section 6-1030, http://www.dhs.ca.gov/mcs/psd/MIS_DSS/RFPLibrary/PDFs/HAM/Health_Administrative_Manual_HAM.pdf.

Any confidential information sent through the Internet and/or E-mail could be intercepted, modified, misdirected, or destroyed by unauthorized persons if adequate access controls are not in place. Encryption, authentication, and/or any other security schemes should be used to ensure that data is secure and made available only to the appropriate and intended recipients.

The intentional use of CDPH/TCS resources for personal advantage, gain, or profit is inconsistent, incompatible, and in conflict with the duties of officers, contractors, and employees. Examples of inappropriate use include, but are not limited to, viewing, sending, creating, and/or downloading any information that:

1. Violates or infringes on the rights of any other person, including the right to privacy;

2. Contains defamatory, false, abusive, obscene, pornographic, profane, sexually oriented, threatening, racially offensive, or otherwise biased, discriminatory, or illegal material;

3. Violates agency or departmental regulations prohibiting sexual harassment, and/or discrimination;

4. Conduct, engage, or solicit the performance of any activities in violation of any state, federal or local laws, regulations, rules, executive orders or agency or departmental regulations, policies or directives;

5. Conduct any political activity;

6. Engage in any activity for personal gain or personal business transactions;

7. Make any unauthorized purchases; or

8. Use data for private gain, or divulge confidential departmental information or records unless officially authorized to do so.

Tab:

III. PROGRAM LETTERS SECTION

Tab:

Update/Revision Log