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CALIFORNIA'S TOBACCO CONTROL PROGRAM

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

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

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

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

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

   Three groups comprise Local Programs:

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

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

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

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

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

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

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

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

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

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

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

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

3) **Reduce Availability of Tobacco Products**

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

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

For an excellent overview of all laws governing tobacco in California provided by TALC, see Tobacco Laws Affecting California (2007) at: http://talc.phlaw.org/pdf_files/0007.pdf and its 2008 supplement Tobacco Laws Affecting California Supplement (2008) at: http://talc.phlaw.org/pdf_files/0070.pdf.

4) **Promote Availability of Cessation Services**

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

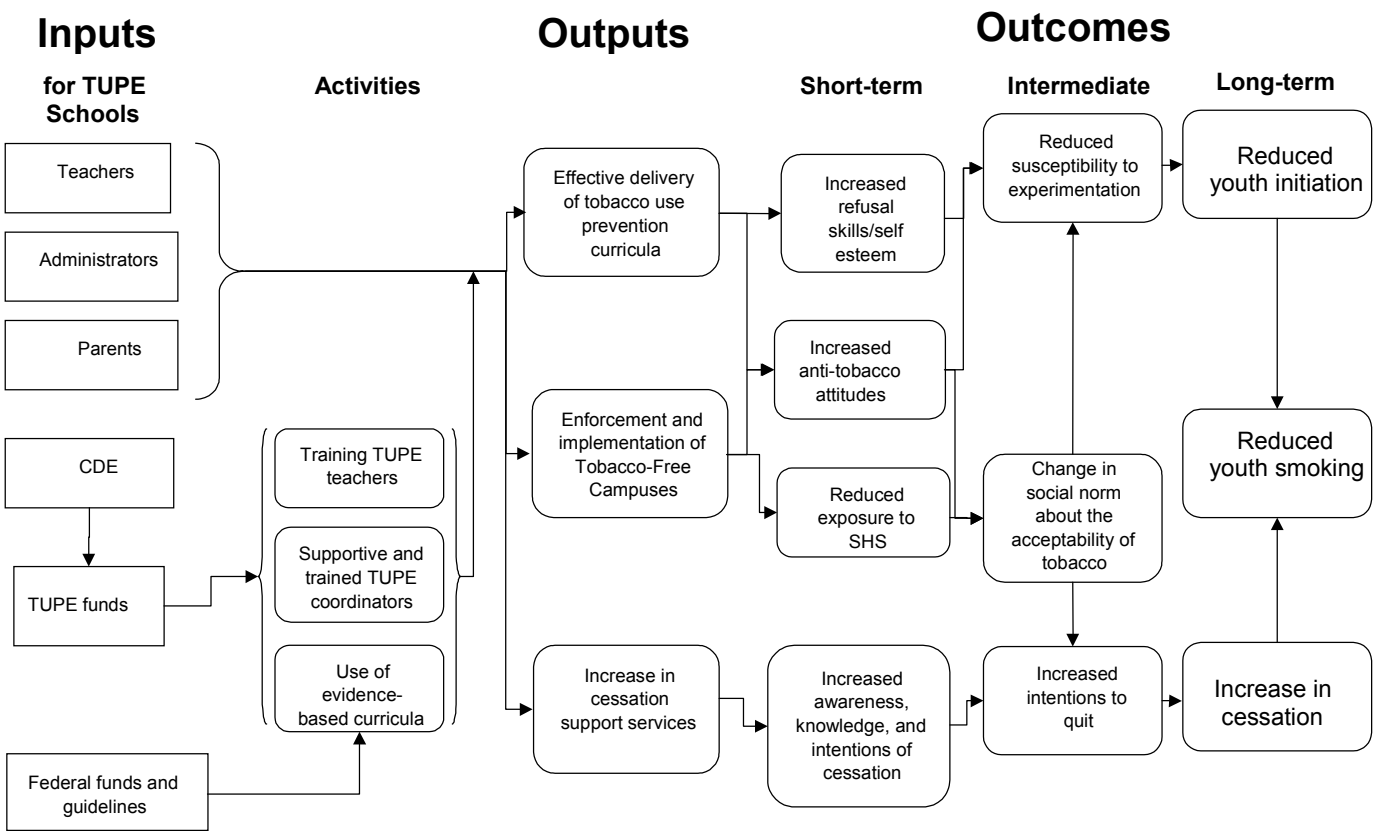
Past experience demonstrates that the media campaign, coupled with the Helpline and supported at the community level by cessation programs, successfully assist youth and adult smokers in quitting. Smoking cessation is a complex and often-extended process with several repeated quit attempts until success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

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

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

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

IN-SCHOOL EVALUATION LOGIC MODEL (***SAMPLE***)



State of California
Secretary of State

STATEMENT OF INFORMATION
(Domestic Nonprofit, Credit Union and Consumer Cooperative Corporations)
Filing Fee: $20.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

N

DUE DATE:

COMPLETE PRINCIPAL OFFICE ADDRESS (Do not abbreviate the name of the city. Item 2 cannot be a P.O. Box.)

2. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY	CITY	STATE CA	ZIP CODE
3. MAILING ADDRESS OF THE CORPORATION, IF REQUIRED	CITY	STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
5. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 8 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 8 must be left blank.)

7. NAME OF AGENT FOR SERVICE OF PROCESS			
8. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL**	CITY	STATE CA	ZIP CODE

DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT (California Civil Code section 1350, et seq.)

9. ☐ Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act and proceed to Items 10, 11 and 12.

NOTE: Corporations formed to manage a common interest development must also file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code section 1363.6. Please see instructions on the reverse side of this form.

10. ADDRESS OF BUSINESS OR CORPORATE OFFICE OF THE ASSOCIATION, IF ANY	CITY	STATE	ZIP CODE
11. FRONT STREET AND NEAREST CROSS STREET FOR THE PHYSICAL LOCATION OF THE COMMON INTEREST DEVELOPMENT (Complete if the business or corporate office is not on the site of the common interest development.)			9-DIGIT ZIP CODE
12. NAME AND ADDRESS OF ASSOCIATION'S MANAGING AGENT, IF ANY	CITY	STATE	ZIP CODE

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-100 (REV 01/2008) APPROVED BY SECRETARY OF STATE

INSTRUCTIONS FOR COMPLETING FORM SI-100

For faster processing, the required statement for most corporations can be filed online at https://businessfilings.sos.ca.gov/. **Alternatively, statement forms are available on the Secretary of State's website at http://www.sos.ca.gov/business/ and can be viewed, filled in and printed from your computer. Completed forms along with the applicable fees can be mailed to Secretary of State, Statement of Information Unit, P.O. Box 944230, Sacramento, CA 94244-2300 or delivered in person to the Sacramento office, 1500 11th Street, 3rd Floor, Sacramento, CA 95814. If you are not completing this form online, please type or legibly print in black or blue ink. This form is filed only in the Sacramento office.**

Every **domestic nonprofit, credit union and consumer cooperative corporation** shall file a Statement of Information with the California Secretary of State, within 90 days after filing of its original Articles of Incorporation, and biennially* thereafter during the applicable filing period. The applicable filing period for a corporation is the calendar month during which its original Articles of Incorporation were filed and the immediately preceding five calendar months. A corporation is required to file this statement even though it may not be actively engaged in business at the *time* this statement is due. Changes to information contained in a previously filed statement can be made by filing a new form, completed in its entirety. * **Credit unions and consumer cooperative corporations** are required to file **annually** instead of biennially.

LEGAL AUTHORITY: Statutory filing provisions are found in California Corporations Code sections 6210, 8210, 9660, or 12570 and Financial Code section 14101.6, unless otherwise indicated. Failure to file this Statement of Information by the due date may result in the assessment of a $50.00 penalty. (Corporations Code sections 6810, 8810, 9690, or 12670; Revenue and Taxation Code section 19141.)

Every domestic nonprofit corporation formed to manage a common interest development under the Davis-Stirling Common Interest Development Act (for example, a homeowners' association) must also file a Statement By Common Interest Development Association (Form SI-CID) together with the biennial Statement of Information. (California Civil Code section 1350, et seq.) Both forms are available on the Secretary of State's website at http://www.sos.ca.gov/business/.

FEES: The fee for filing the Statement of Information is **$20.00**. Checks should be made payable to the Secretary of State. If this statement is being filed to amend any information on a previously filed statement and is being filed outside the applicable filing period, as defined above, **no fee** is required.

COPIES: The Secretary of State will endorse file one copy of the statement if an exact copy is submitted along with the statement to be filed. Copies submitted with the statement to be filed can be certified upon request and payment of the $8.00 per copy certification fee.

Complete the Statement of Information (Form SI-100) as follows:

Item 1. Please do not alter the preprinted name. If the corporate name is not correct, please attach a statement indicating the correct name and the date the name change amendment was filed with the California Secretary of State. If blank, enter the name of the corporation **exactly** as it is of record with the California Secretary of State.

Item 2. Enter the complete street address, city and zip code of the corporation's principal office in California, if any. Please do not enter a P.O. Box or abbreviate the name of the city. Note, a credit union must enter the street address of the corporation's principal office, if any, whether the office is located in or outside of California.

Item 3. Enter the mailing address of the corporation, if different from the street address of the principal office in California or if the corporation has no principal office California.

Items 4-6. Enter the name and complete business or residential address of the corporation's chief executive officer (i.e., president), secretary and chief financial officer (i.e., treasurer). Please do not abbreviate the name of the city. The corporation must have these three officers. Any number of offices may be held by the same person unless the articles or bylaws provide otherwise, except, in the case of a nonprofit *public benefit* or *religious* corporation, neither the secretary nor the chief financial officer may serve concurrently as the president or chairman of the board. (Corporations Code sections 5213 or 9213.) Please note, unless the articles or bylaws provide otherwise, the president, or if there is no president, the chairman of the board, is the chief executive officer of the corporation. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered, except in the case of a consumer cooperative corporation, which may include the name and address of its general manager in lieu of the name and address of its chief executive officer. (Corporations Code section 12570(a).)

Item 7. Enter the name of the agent for service of process in California. An agent is an individual (director, officer or any other person, whether or not affiliated with the corporation) who resides in California or another corporation designated to accept service of process if the corporation is sued. The agent **must** agree to accept service of process on behalf of the corporation prior to designation.

If an individual is designated as agent, complete Items 7 and 8. If another corporation is designated as agent, complete Item 7 and proceed to Item 9 or Item 13, as applicable (do not complete Item 8).

Note: Before another corporation may be designated as agent, that corporation must have previously filed with the California Secretary of State, a certificate pursuant to Corporations Code section 1505. **A corporation cannot act as its own agent** and no domestic or foreign corporation may file pursuant to section 1505 unless the corporation is currently authorized to engage in business in California and is in good standing on the records of the California Secretary of State. In addition, a **credit union** must name an **individual** to act as agent for service of process. There is no statutory authority for a credit union to designate a corporation as agent.

Item 8. If an individual is designated as agent for service of process, enter a business or residential **street** address in California (a P.O. Box address is not acceptable). Please do not enter "in care of" (c/o) or abbreviate the name of the city. If another corporation is designated as agent, leave Item 8 blank and proceed to Item 9 or Item 13, as applicable.

Common Interest Development Corporations: Corporations formed to manage a common interest development under the Davis-Stirling Common Interest Development Act (for example, a homeowners' association) must complete Items 9-12. In addition, the corporation must file a Statement by Common Interest Development Association (Form SI-CID).

Item 9. Check the box only if the corporation is formed to manage a common interest. If the corporation is not formed to manage a common interest development, do not check the box and proceed to Item 13.

Item 10. Enter the complete address, city, state and zip code of the business or corporate office of the association, if any. Please do not abbreviate the name of the city.

Item 11. If the business or corporate office is not on the site of the common interest development, enter the name of the front street and nearest cross street for the physical location of the common interest development, including the nine-digit zip code.

Item 12. Enter the name and complete address of the association's managing agent, if any. Please do not abbreviate the name of the city.

Item 13. Type or print the name and title of the person completing this form and enter the date this form was completed.

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

DEPARTMENT OF THE TREASURY DISTRICT

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

Dear Applicant:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely Yours,

District Director

Tobacco Subsidiary Products

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

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

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

Financial Services
Philip Morris Capital Corporation

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

Imported
Tignanello
Solaia
Tormaresca
Villa Antinori
Peppoli

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

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

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

References Sourced.

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

INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

e. **Ownership**

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

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

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

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

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

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

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

f. **Retained Rights/License Rights**

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

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology, or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent,

copyright, trademark rights, license, or other Intellectual Property Rights of CTCP or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

g. **Copyright**

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

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

h. **Patent Rights**

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

i. **Third-Party Intellectual Property**

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

j. **Warranties**

(1) Contractor represents and warrants that:

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

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

k. **Intellectual Property Indemnity**

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

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

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

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

l. **Federal Funding**

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

m. **Survival**

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

Avaya Information Meeting and On-line Application Training

Hardware/Software Requirements

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

- Javascript must be enabled to use Avaya Web Conferencing.

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

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

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

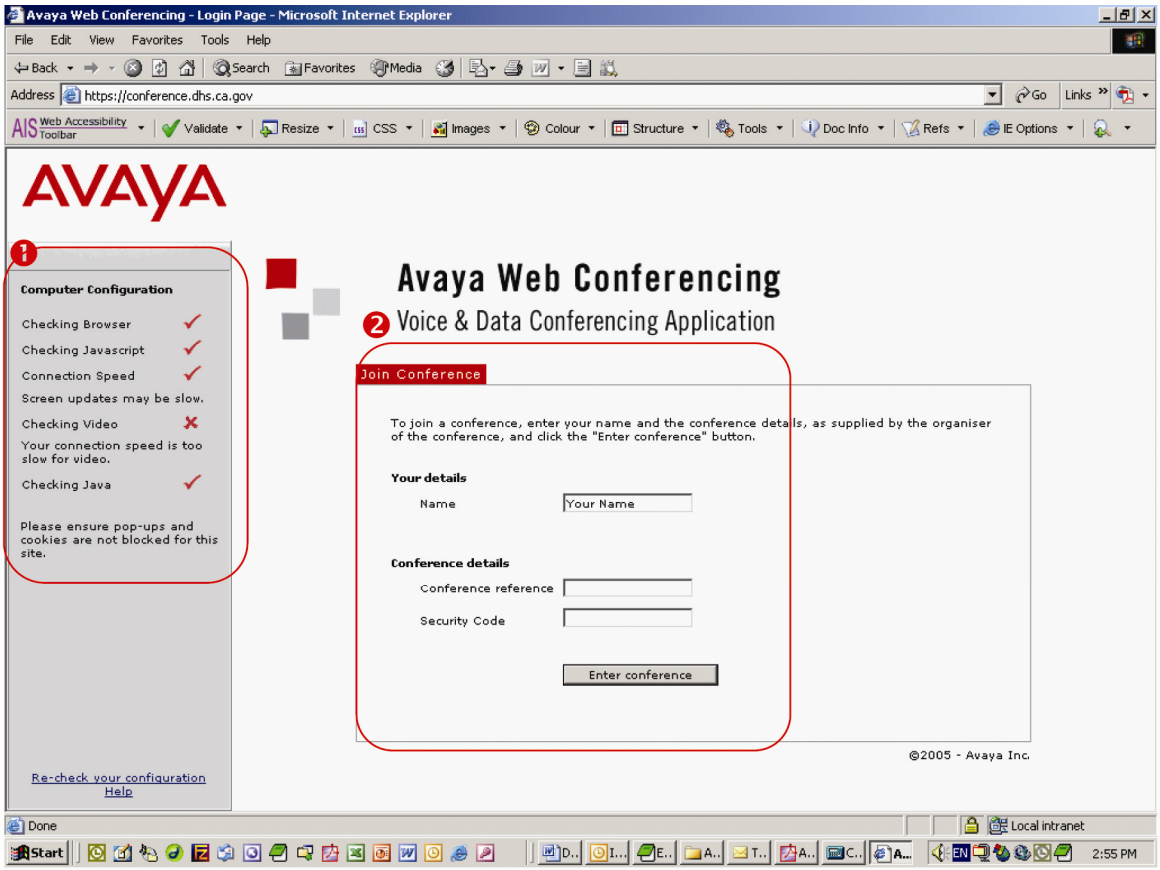
Avaya Login Instructions

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

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

1. Computer Configuration checklist - Make sure all except “Checking Video” have a checkmark (✔).
2. Join Conference - Enter your name, Conference Reference, and the Security Code that was given to you by the host of the conference. Click “Join Conference.”

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

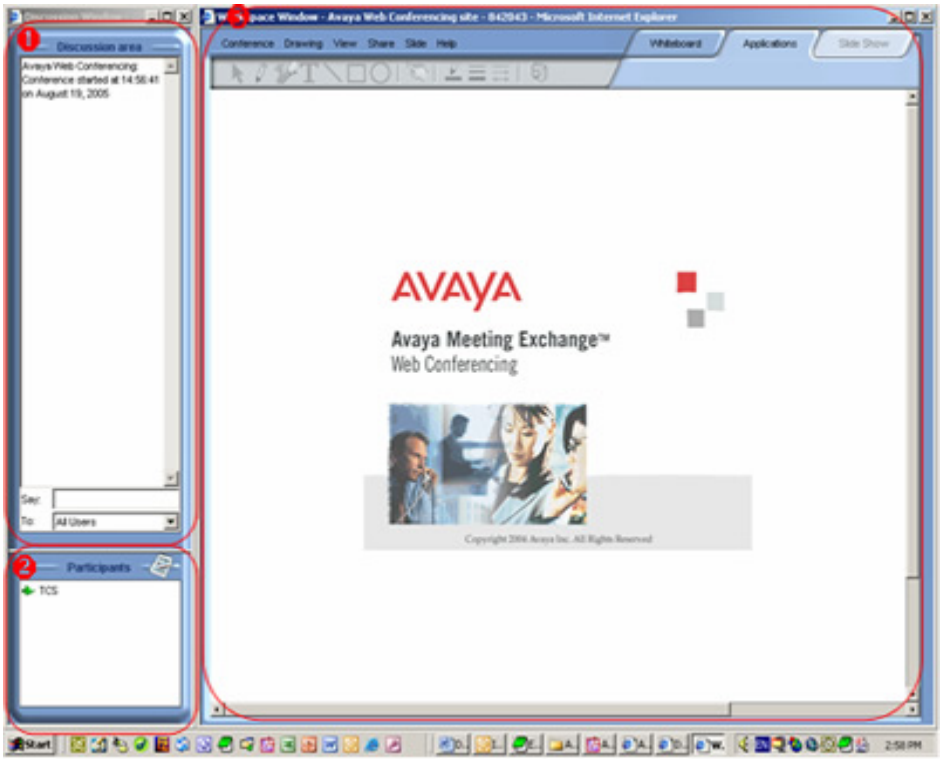


Step 4: Click yes to the DHS Security Certificate.

Step 5: The Meeting Screen

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

If you see a yellow bar underneath the address bar, you have Pop-up blocking enabled. Please refer to the section below titled "Disable Pop-up Blocking (in Internet Explorer 6 Service Pack 2 [SP2]) to Login to Avaya."

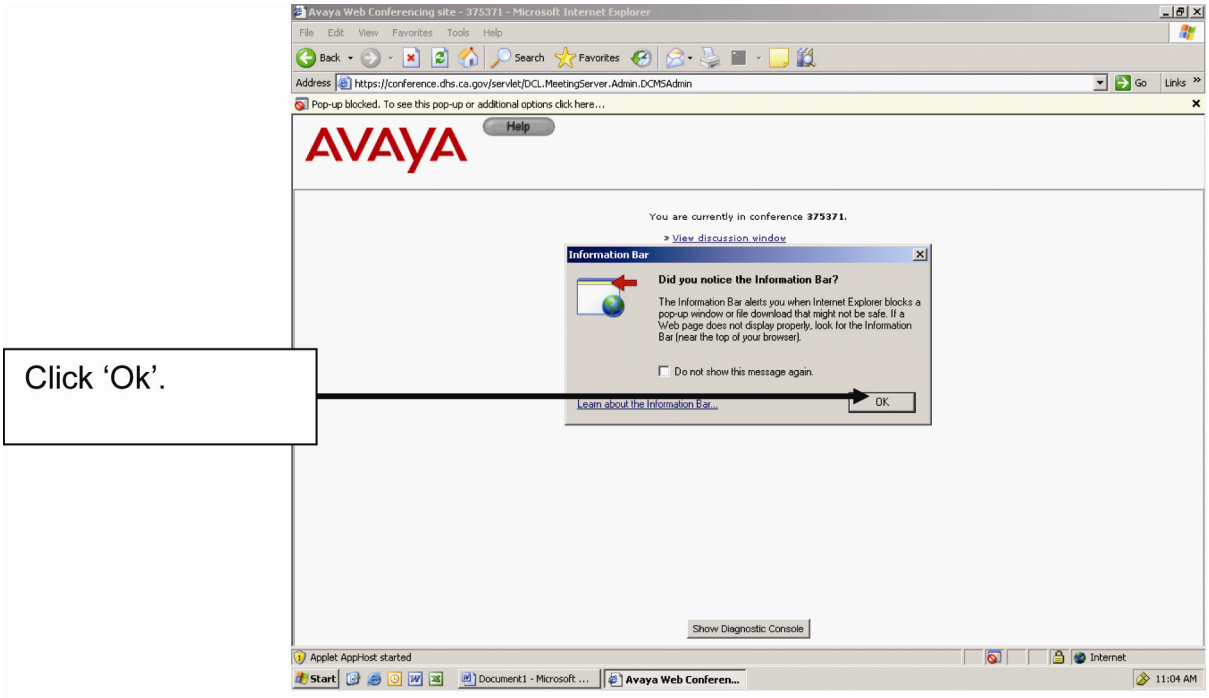


Troubleshooting

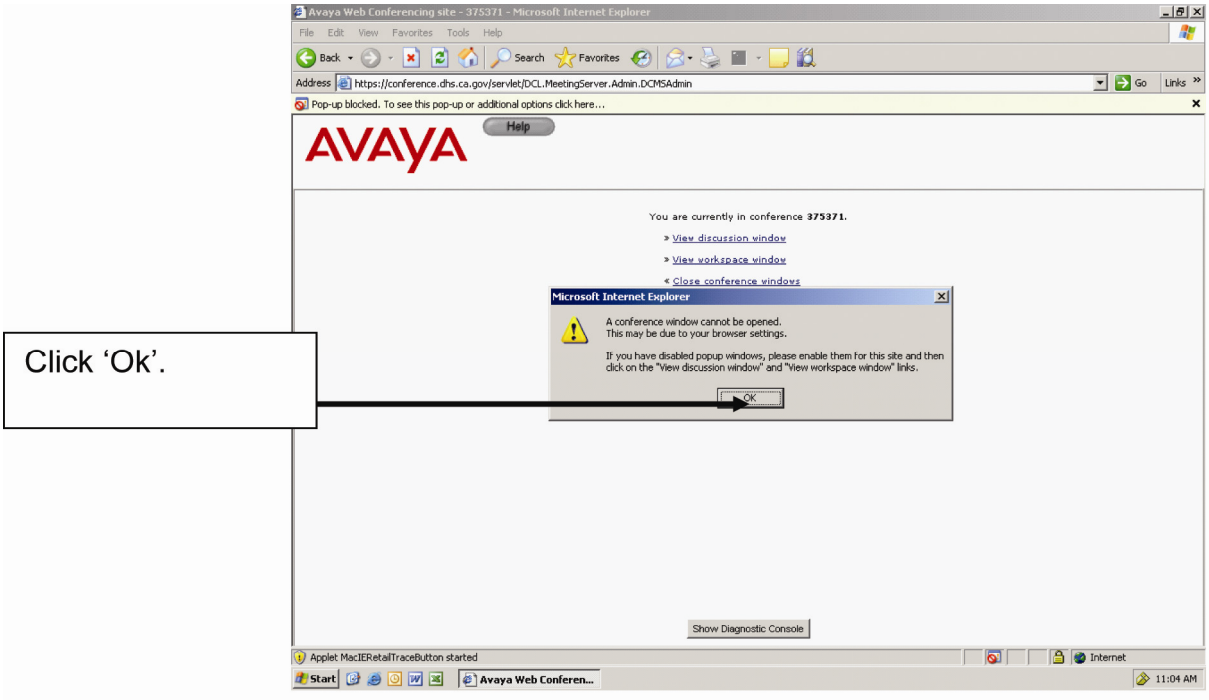
1. Make sure you have the Pop-up blocking disabled.
2. Make sure you have the latest Sun Java Run Time Environment Installed.
3. If you still are having trouble accessing the web conference after you disabled Pop-up blocking and installed the latest version of the Java Runtime Environment, call (916)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

Disable Pop-up Blocking (in Internet Explorer 6 with SP2) to Login to Avaya

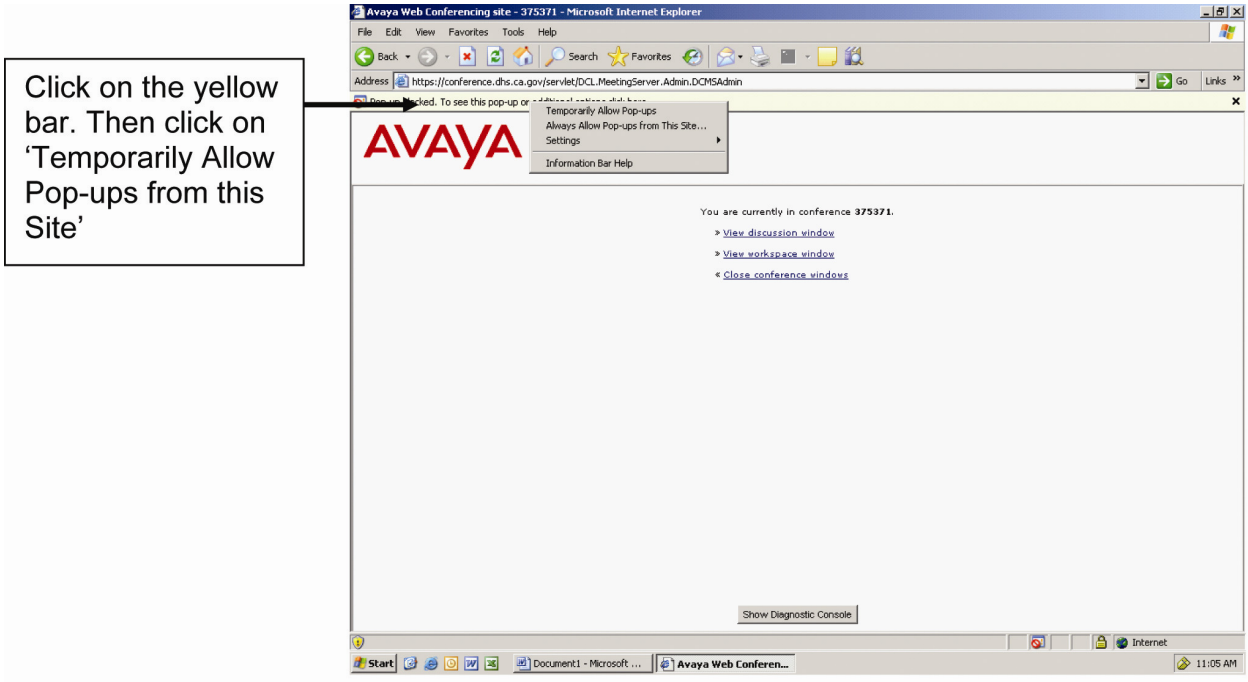
1. If you have Pop-up blocking enabled on Internet Explorer 6 with SP2, you will not be able to see the conference. After you login you will see the following screen. Click "Ok."



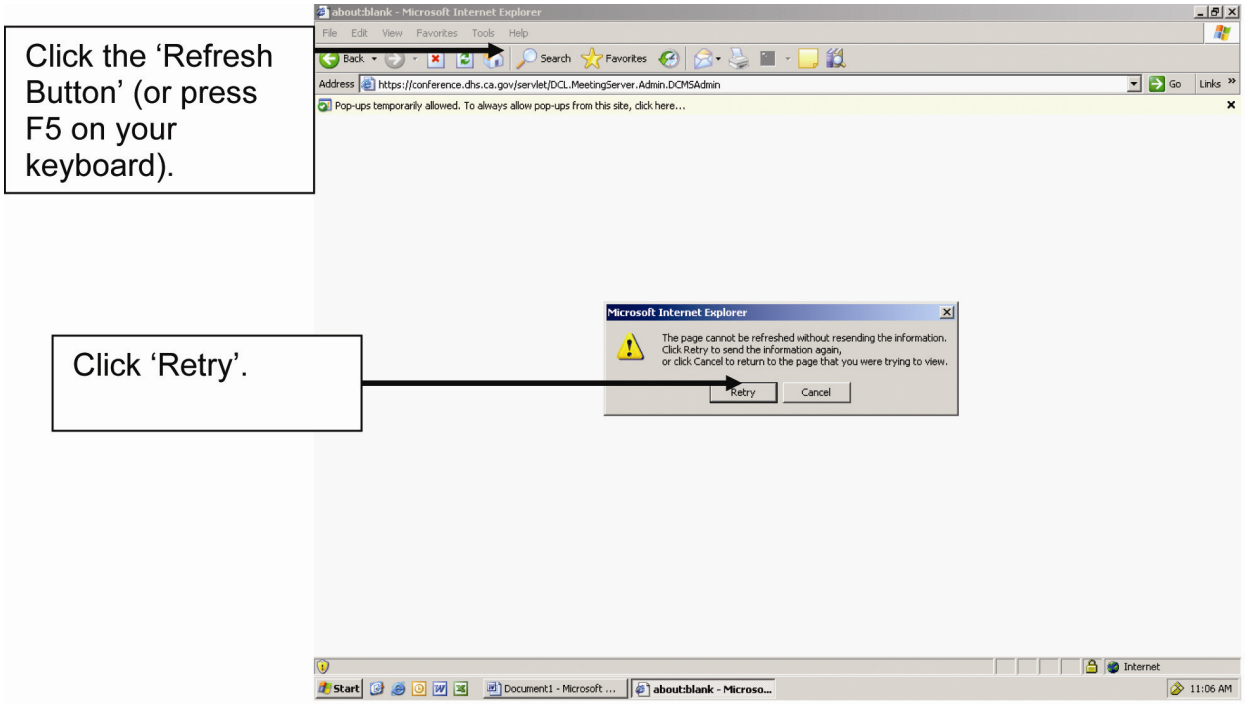
2. You will receive an error message from Avaya. Click “Ok.”



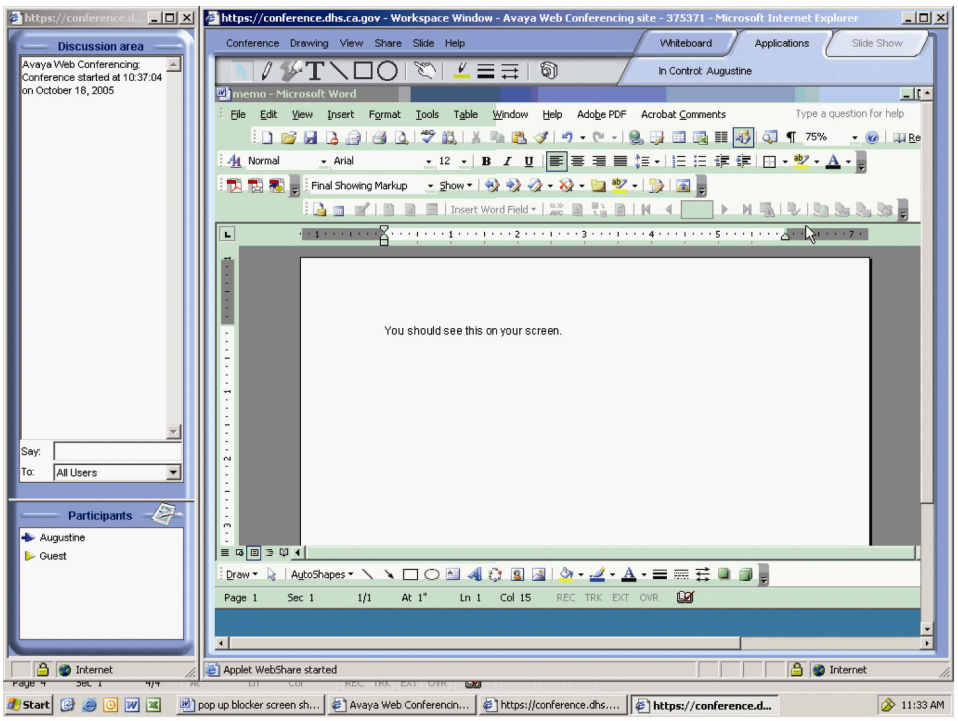
3. To allow Pop-ups, click on the yellow bar underneath the web address. Then click on “Temporarily Allow Pop-ups from this Site…”



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



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



To Manually Override Pop-up Blocker Using the Ctrl Key

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

Other Articles to Disable Pop-ups

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

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

TRAVEL REIMBURSEMENT INFORMATION

Mileage Reimbursement Rate Increase Effective July 1, 2008

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

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

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

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

      (1) Lodging (with receipts*):

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

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

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

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

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

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

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

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

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

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

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

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

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

Travel Reimbursement Guide

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

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

Grantee Name:
Contract Number:

Exhibit A
Scope of Work (SAMPLE)

Project Name:	**Revision Date:** **Month, 2009**					**Report Period:** **For Progress Report Use Only**	
Objectives/Activities/Evaluation	**©** **Copy-right**	**%** **percent**	**Start/ End Date**	**Who Is Responsible**	**Tracking Measures**	**Document Number/ Letter**	**Actual Date(s) Completed**
1. By June 30, 2010, complete the first of two statewide youth tobacco purchase surveys, on a minimum of 700 stores, to comply with the requirements of the Stop Tobacco Access to Kids Enforcement (STAKE) Act.							
a. Locate and verify all stores for STAKE Act purchase survey.		6					
i. Obtain list from the California Tobacco Control Program (CTCP).			1/10-6/10	PC	Lists of stores		
ii. Using computerized and regular telephone directories to find business telephone numbers call each of the 800-1200 stores on the list and verify (a) that the store is still operating; (b) that the store sells tobacco products; and (c) the store's address.			1/10-6/10	PC, PA,PS, SA	Telephone logs, revised list as appropriate		
iii. Once a store has been verified, enter the store in the master STAKE Act database, assigning the store a unique identification number.			1/10-6/10	PC, PA, PS	Database		
iv. After a store has been entered into the database, locate the store using computerized and regular maps. Identify as precisely as possible where the store is and the best route to the store, photocopying and/or printing an individualized map for each store.			1/10-6/10	PC, PA, PS, SA	Copies of maps		
b. Schedule STAKE Act purchase survey.		1					
i. Develop a tentative schedule to complete all surveys.			1/10-6/10	PC, PA	Tentative Schedule		

BUDGET JUSTIFICATION SAMPLE

NOTE: THIS IS A SAMPLE PROVIDED TO GIVE THE APPLICANT AN INDICATION OF THE FORMAT AND DETAIL REQUIRED TO JUSTIFY PROPOSED BUDGET EXPENSES.

ABC Evaluation Services, Inc.
Budget Justification
April 1, 2009 to June 30, 2009 (3 Months)

	AMOUNT REQUESTED			
	Period 04/01/09 to 06/30/09	*Period 07/01/09 to 06/30/10*	*Period 07/01/10 to 06/30/11*	*Total*
A. **PERSONNEL COSTS**				
The following salaries, percents of time/number of hours per pay period, and number of pay periods are for illustration only.				
1. **Project Director**: ($4,746-$5,768 per month) x (100% FTE) x (24 months)	$ 9,492	$56,952	$40,000	$106,444
Project Director responsibilities include overall supervision of the project. Insures schedules and deadlines of contract obligations are met. Includes: Project/contract over-site and management. Supervision of primary staff and subcontractors and consultants. Liaison and progress reporting to CTCP Evaluation Unit and the CTCP Contract Manager. Supervises quality control of the project evaluation and preparation of the evaluation analysis.				

BUDGET JUSTIFICATION SAMPLE

	Period 04/01/09 to to 06/30/09	*Period 07/01/09 to to 06/30/10*	*Period 07/01/10 to to 06/30/11*	*Total*
B. Operating Expenses				
Sample only.				
1. **General Expenses**				
a. Office Supplies: Includes routine office supplies, including paper, stationary, business cards, binders, pens, pencils, etc.; labels and envelopes.				
($200 per mo. X 24 months = $4,800)	*$2,400*	*$2,400*	*$2,400*	*$7,200*
b. Communications: Provides routine local and long distance telephone service for XX full-time equivalent staff to conduct business in support of this agreement.				
($2,000 per mo. X 24 months = approx. $48,000)				
c. Postage/Shipping: Includes routine mailing/shipping, special mailings to participating schools, postage and shipping of routine correspondence, and reports.				
($160 per mo. X 24 months = $3,840)	*$1,920*	*$1,920*	*$1,920*	*$5,760*

CONTINUE THE FORMAT FOR THE REST OF THE BUDGET JUSTIFICATION.

COMPARABLE STATE CIVIL SERVICE CLASSIFICATIONS

State Classification Title	Comparable Title	Comparable Monthly Salary
Health Education Consultant III (Specialist)	Project Director	$4,769-$5,961
Health Education Consultant II	Senior Health Educator or Assistant Project Director	$4,341-$5,427
Health Education Consultant I	Health Educator or Health Education Assistant	$3,219-$4,498
Administrative Assistant I	Program Coordinator/Assistant	$3,538-$4,499
Office Services Supervisor II	Office Manager	$2,856-$3,472
Management Services Technician	Community Health Worker	$2,413-$3,313
Research Scientist II	Evaluation Consultant	$5,134-$6,193
Research Scientist I	Evaluation Consultant	$4,674-$5,639
Associate Governmental Program Analyst	Research Analyst II	$4,255-$5,172
Staff Services Analyst	Research Analyst I	$2,724-$4,300
Legal Counsel	Attorney	$4,674-$5,137
Graduate Legal Assistant	Graduate Legal Assistant	$3,702-$4,064
Senior Legal Analyst	Paralegal	$4,467-$5,431
Legal Analyst	Paralegal	$3,715-$4,516
Legal Assistant	Paralegal	$3,275-$3,981

CONTRACT UNIFORMITY

(Applicable only to non-profit organizations)

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

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

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

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

3. Specific allowable fringe benefits include:

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

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

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

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

6. Earned/accrued Compensation.

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

Contract Uniformity

Earned/Accrued Compensation Examples

Example No. 1:

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

Example No. 2:

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

Example No. 3:

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

COMPUTER SOFTWARE MINIMUM SPECIFICATIONS

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

Type	Minimum
Operating System	Microsoft (MS) Windows XP Professional Service Pack 2
Presentation	PowerPoint 2003 (as part of MS Office 2003 Professional Service Pack 2 Application Suite)
Word Processing	Word 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite)
Spreadsheet	Excel 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite)
Database	MS Access 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite)
Hard Disk Encryption	Existing Agency software standard or other hard disk drive encryption product such as Guardian Edge Encryption Plus Hard Disk 7.1.5 or 7.1.8 .
Browsers	Internet Explorer v. 6.0 SP2
Adobe Acrobat Reader	Adobe Acrobat Reader 8.x
Statistical	Epi info version 3.5 ①
Antivirus Software	Required (most current version of any brand)
JAVA Software	JAVA Runtime Environment (latest version) ②

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

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

Software Standard for New Desktop Computers	
Operating System	Microsoft (MS) Windows XP Professional Service Pack 2 ③
Presentation	PowerPoint 2003 (as part of MS Office 2003 Professional Service Pack 2 Application Suite) ④
Word Processing	Word 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ④
Spreadsheet	Excel 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ④
Database	MS Access 2003 (as part of Office 2003 Professional Service Pack 2 Application Suite) ④
Hard Disk Encryption	Existing Agency software standard or other hard disk drive encryption product such as Guardian Edge Encryption Plus Hard Disk 7.1.5 or 7.1.8
Browsers	Internet Explorer v. 6.0 SP2

Adobe Acrobat Reader	Adobe Acrobat Reader 8.x
Statistical	Epi info version 3.5 ①
Antivirus Software	Required (most current version of any brand)
JAVA Software	JAVA Runtime Environment (latest version) ②

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

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

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

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

Agency Legal Name

BUDGET SAMPLE

Exhibit B, Attachment D
Budget
(Year 1)
(04/01/09 – 06/30/10)

Personnel

Position Title and Number of each	Salary Range	FTE %	Annual Cost
_____	$_____	_____	$_____

Total Personnel $_____

Fringe Benefits ([X] % of applicable Personnel) $_____

Operating Expenses

Expense Description	Cost
1.CTCP Communications Network	$_____
2. Space Rent/Lease:	
a. Agency: ___sq. ft. @ $ ____ft.	$_____
3. General Expenses	$_____
4. Printing	$_____
5. Equipment Rental	$_____
6. Audit Expenses	$_____

Total Operating $_____

Equipment

Equipment Description	# of Units	Unit Cost	Total Cost
1.	1	$_____	$_____

Total Equipment $_____

Travel $_____

Subcontract/Consultant:

Name of Subcontractor: e.g., ABC Market Survey Corporation (If Subcontractor is **known**)

Pers & F.B.	Oper Exp	Equip	Travel	Sub/Con	Other	Indirect	Total Costs
1. $_____	$_____	$___	$___	$____	$____	$_____	$_____

Or **Total Costs** $_____

Name of Subcontract/Consultant Project (If Subcontractor is **unknown**):

2. e.g., Database Consultant $_____

Total Subcontracts/Consultants $_____

Other Costs

Item Description	Cost
1. Incentive Items	$_____

Total Other Costs $_____

Indirect Costs ([X]% of Personnel Cost and Fringe Benefits) $_____

Total Costs **$_____**