

# TOBACCO GRANT PROGRAM GRANTEE HANDBOOK

APRIL 2024



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**HANDBOOK FOR GRANTS MADE BY THE CALIFORNIA DEPARTMENT OF JUSTICE (DOJ) TO LOCAL AGENCIES UNDER PROPOSITION 56, THE HEALTHCARE, RESEARCH AND PREVENTION TOBACCO TAX ACT OF 2016 (ACT)**

*All items contained in this Handbook are subject to change.*

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# GRANT TERMS AND CONDITIONS

By accepting these funds, your agency agrees to comply with, and be bound by, the conditions set forth in the Memorandum of Understanding (MOU) and documents incorporated by reference including the [Request for Proposals](#) (RFP), [Program Regulations](#), [Summary of Award](#), and this Handbook.

## AWARD ACCEPTANCE

### REQUIRED OPENING DOCUMENTS

Agencies must complete and submit each of the following documents in order to receive reimbursement from DOJ. Documents should be sent via email to [TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov).

#### *Letter of Intent*

Your award is **not** final upon initial notification. A [Letter of Intent \(LOI\)](#) to accept the award will be attached to the award notification. An awarded agency must affirm that either (1) it will seek a resolution to accept the award, if your agency has a governing body, or (2) no governing body exists and no resolution is required.

In order to officially accept the award, an awarded agency must return the completed, signed LOI **within 15 calendar days** of the date of the award letter.

#### *Governing Body Resolution*

If the awarded agency has a governing body from which it requires approval, the agency must submit a resolution from this governing body to DOJ in order to formally accept the grant. **Once notified of selection, the awarded agency should promptly request the resolution to avoid funding delays.**

The resolution must authorize the applicant to enter into agreement with DOJ, incur grant-related expenses, and receive reimbursement for those expenses. Also, the resolution should expressly authorize future amendments, if any, for the purpose of increasing funding provided in the original [Grant Agreement](#), without an additional resolution from the governing body.

#### *Government Taxpayer ID Form*

The [Governmental Taxpayer ID form](#) is required in order for DOJ to reimburse your agency for grant expenses.

#### *Summary of Award*

The [Summary of Award](#) must be completed to reflect any reductions, restrictions, or requested revisions communicated by DOJ.

#### *Memorandum of Understanding (MOU)*

In order to be eligible for reimbursement of expenditures under the grant and [start grant activities](#), an MOU between DOJ and the awarded agency is required. The MOU must be approved by a duly authorized representative of your agency or your agency's governing body.

The MOU and other accompanying documents must be returned to DOJ via email to [TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov) **within 90 calendar days** of receipt.

## GRANT AGREEMENT

The [Grant Agreement](#) represents the final agreement between DOJ and a Grantee that sets forth the terms and conditions of the [Grant](#). The Grant Agreement includes the executed [MOU](#), [Request for Proposals \(RFP\)](#) and associated documents, [Summary of Award](#), Budget Detail, and this Handbook.

## START OF GRANT ACTIVITIES

As noted above, prompt action to obtain the [Governing Body Resolution](#) (if the agency has a governing body) is imperative to start activities in a timely manner.

Once DOJ has signed the fully-executed MOU and verified that all [required opening documents](#) have been completed, the [Grantee](#) may begin funded activities and be eligible for reimbursement of expenditures.

## DECLINATION OF AWARD

DOJ will consider an award declined in one the following instances:

- Failure to return the LOI within 15 calendar days of the date of the Award Letter;
- Failure to execute the MOU and any other [required documents](#) within 90 calendar days of the date sent by DOJ; or
- Written notification from the awarded agency that they do not wish to accept the grant award.

## **PERFORMANCE COMPLIANCE, AUDIT, AND RESPONSIBILITY**

### REVIEWS OF PERFORMANCE AND COMPLIANCE

Grants and funding are subject to performance compliance reviews by DOJ and/or its designee in the form of site visits and other meetings, interviews with Grantees, contractors and other stakeholders, and review of relevant documents.

### NON-ASSIGNMENT

The Grantee is the responsible agency and may not transfer or assign the grant to another entity.

### PROCUREMENT OF GOODS OR SERVICES

The Grantee shall follow its own written procurement policies and procedures when procuring goods or services for activities relating to performance of the grant. All documents related to the procurement of goods or services shall be maintained by the Grantee for the [records retention period](#) of five years and copies shall be provided to DOJ when requesting reimbursement.

#### *Use of Contractors*

Grantees may contract for services under the following conditions:

- Contractor services must be clearly included within the Grantee's approved [Summary of Award](#) and limited to the purpose of achieving the grant objectives specified.

- Grantees shall have a written agreement with each contractor and, prior to execution, shall submit a copy of the agreement to DOJ for review of alignment with the Summary of Award and provisions of the [Grant Agreement](#) as applicable.
- Grantees are responsible for ensuring that each contractor complies with the Grant Agreement, including, if applicable, collecting and reporting of [progress and inspection data](#) and disallowance of [supplanting](#) and [restricted items](#).
- Contracting shall not affect the Grantee’s overall responsibility for the management of a Project, and the Grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities for the grant.

## SUPPLANTING

**Supplanting is prohibited.** [Supplanting](#) is defined as using grant funds to pay for costs that are already funded within your agency’s budget, or for which other funding has already been received, in order to reallocate existing funding to other purposes. The effect of supplanting would be to reduce the total amount that would have been available for the purpose stated in the application or grant agreement.

If DOJ or the California State Auditor identifies that supplanting has occurred, DOJ may pursue remedies for [non-compliance](#).

## OVERPAYMENT OF FUNDS

If an agency is inadvertently reimbursed for more than the amount expended, the overpayment of funds must be returned to DOJ. If the grant for which the funds are being returned is still active (within the term of the MOU), then the returned funds can be shown as a credit on the next claim submitted for reimbursement. If the grant term has ended, the agency must return the funds within 90 days of notice of overpayment. Checks should be made payable to the California Department of Justice and mailed to:

California Department of Justice  
 Division of Operations  
 Tobacco Grant Program – 8<sup>th</sup> floor  
 P.O. Box 160187  
 Sacramento, CA 95816

## PROJECT INCOME

Income generated from a project, if any, may be reinvested by the Grantee into the project for which the grant was awarded, returned to DOJ, or DOJ may approve other uses by the Grantee in accordance with the general purposes of the grant. Project income does not include fines, penalties, legal costs, attorney’s fees, or other property collected as a result of enforcement actions by the Grantee.

## NON-USE OF FUNDS

Grantees are expected to **start operations within six months** of the execution date of the MOU, or approved start date, and are responsible for advising DOJ if they are unable to do so.

**Grantees who have not started their project and expended any funds within the first year of the beginning of the [grant term](#) shall forfeit their award.**

## NON-COMPLIANCE

In the event a Grantee fails to comply with any of the [terms and conditions](#) of the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Fund or [Grant Agreement](#), DOJ will notify the Grantee in writing.

In the event DOJ and a Grantee are unable to resolve a Grantee's non-compliance with the [terms and conditions](#) of the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Fund or [Grant Agreement](#) within 30 calendar days of the written notice, DOJ may take one or more of the following actions:

- Withhold payments
- Recover funds paid to the Grantee
- Impose additional conditions on the Grantee
- Terminate the Grant Agreement
- Disqualify the Grantee from consideration for future grants

## WITHHOLDING OF 10% PENDING CLOSEOUT

DOJ may withhold the final reimbursement claim(s) or 10% of the grant amount, whichever is more, pending approval by DOJ of the final [Quarterly Progress Report \(QPR\)](#).

## AUDITS

Grantees and sub-recipients are subject to audit by both the California State Auditor and DOJ ([Rev. & Tax. Code, § 30130.56, subdiv. \(a\)](#)). In addition to formal audits, DOJ may conduct site visits and request other meetings with reasonable notice. Grantees are expected to be available for these meetings. All documentation related to the receipt and use of grant funds shall be made open to inspection upon request by the California State Auditor and/or DOJ.

Grantees are subject to a financial compliance review in the form of an audit, an agreed-upon-procedure, and/or both. A review will be conducted in accordance with the Generally Accepted Government Auditing Standards and Revenue and Tax Code, sections [30130.56](#) and [30130.57, subdivisions \(e\)\(1\), \(f\) & \(g\)](#), designed to accomplish any one or more of the following: to monitor compliance with the requirements of the grant program and the terms and conditions of the grant agreement; to assess the quantity, quality, timeliness and cost of services the Grantee produces and delivers under the terms and conditions of the grant agreement; and to assess the performance of any contract entered into by a Grantee relating to a grant.

### *Grounds for Audit Exception*

One or more of the following shall be grounds for an audit exception, which may require the refund of amounts paid with grant funds:

- (1) Failure to fully complete the work or services described in the [Summary of Award](#) document;
- (2) Failure to assess the performance of any contract entered into by a Grantee; or

- (3) Failure to maintain documents, records, receipts, and financial accounts supporting the expenditures reimbursed with grant funds.

## **DOJ GRANT MANAGEMENT**

Each agency will be assigned a [Grant Program Officer](#) from DOJ for assistance with implementation and oversight of the agency's specific grant program throughout the life cycle of the grant. Grant Program Officers will maintain regular communications with their agencies and will provide administrative direction and guidance.

### **ACCESS**

Upon reasonable notice, Grantees shall allow DOJ access to the records of the project, the project sites (if applicable), and any employees or contractors who may reasonably have information related to the project. Also, upon reasonable notice, Grantees shall allow DOJ to accompany the Grantee on project-related activities.

## **FUNDING**

All expenses claimed for reimbursement, including contracted services, must already be paid by the [Grantee](#). Expenses incurred by subcontractors as part of the project must be invoiced to and paid by the Grantee for reimbursement. DOJ will not reimburse any amount greater than the actual cost of the expenses to the Grantee.

Goods and services must be received, invoiced, and paid by the Grantee *during* the [Grant Term](#) in order to be eligible for reimbursement. Any funds spent after the expiration of the [Grant Agreement](#) cannot be reimbursed, regardless of when they were obligated or problems with vendor fulfillment.

## **COST CRITERIA**

### **ALLOWABLE**

In general, costs must meet all of the following general criteria to be allowable. An allowable cost must:

- Be reasonable for the performance of the grant, and [allocable](#) to the grant
- Be accorded consistent treatment
- In the event a cost is assigned in one way and another cost incurred for the same purpose in like circumstances was previously allocated in the agency's budget in another way, the Grantee shall provide a description of both the current and the prior assignments. The description shall be sufficient for DOJ to ascertain whether or not funds have been supplanted.
- Be adequately documented
- Comply with the [California Healthcare, Research and Prevention Act](#) and terms and conditions of the [Grant Agreement](#)
- Not be disallowed under the terms of the [Grant Agreement](#)

- Comply with applicable laws and regulations

## REASONABLE

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration will be given to:

- Whether the cost is generally recognized as ordinary and necessary for the proper and efficient performance of the grant
- The requirements of the grant program and the terms and conditions of the grant agreement
- Market prices for comparable goods or services for the geographic area
- Whether the Grantee deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase a cost

## ALLOCABLE

A cost is allocable to the grant if the cost is incurred for grant-related activities.

Unless otherwise provided for in the grant agreement, if a cost is incurred for the performance of grant-related activities and also for other non-grant-related activities, and benefits both grant and non-grant activities, the proportion that is incurred for the performance of grant-related activities may be approximated using reasonable and properly documented methods and assigned to the grant.

## PROJECT COSTS

[Project](#) costs may include the reasonable and necessary cost of tobacco-enforcement related items required to conduct grant-related operations. Specific costs that may be supported by funds awarded under the Tobacco Grant Program are as follows:

## PERSONAL SERVICES (PERSONNEL)

Salaries, overtime, and benefits are allowable expenses as approved within the Grantee's budget. Amounts claimed must be based on actual wages and supported by payroll and attendance records kept by the agency and must be made available to DOJ upon request.

## OPERATING EXPENSES AND EQUIPMENT

### *Equipment*

[Equipment](#) that directly supports the applicant's project proposal may be purchased using grant funds if approved within the Grantee's budget. Equipment should be purchased **within the first year** of the project in order to maximize its utility during the grant term. Acceptable documentation for equipment purchases include copies of receipts and proof of payment (copies of checks or credit card statements). [Maintenance of property records](#) related to equipment is required.

### *Travel*

Travel by Grantees for tobacco-related grant activities (if approved within the Grantee's budget) shall be in accordance with the [State of California's written travel policies](#), and subject to any further

requirement in the grant agreement. Travel that directly supports the applicant's project may be reimbursed using grant funds subject to [limitations](#) indicated below.

Out-of-state travel requires prior approval and may be subject to additional restrictions.

#### Travel Cost and Reimbursement Limitations

Travel may be billed and reimbursed only as allowed by the [State of California's established travel reimbursement rates](#) in effect as of the date(s) of travel and must be included in the approved budget. Travel expenditures that exceed the State's allowable rates will be reimbursed only up to the amount allowed and the Grantee will be responsible for the balance.

Travel costs may only consist of the reasonable and necessary charges for commercial fares, public transportation, private vehicle, overnight and day parking of private or rental vehicles, bridge and road tolls, meals, lodging, and incidentals, incurred for travel necessary for the performance of the grant.

#### Documentation of Travel Expenses

Travel costs shall be substantiated by receipts made available to DOJ upon request for reimbursement. Acceptable documentation of travel expenses includes copies of receipts for meals, lodging, etc., and if applicable, completed agency mileage forms. All receipts must show 'paid'.

#### *Training*

Each grant recipient should send at least one representative to a workshop offered by the Tobacco Grant Program during the first year of each grant award.

All trainings must be Tobacco Grant-related. If the training is not offered by DOJ and specifically related to the [Grant Agreement](#), then prior approval must be sought. To obtain prior approval for training, the Grantee must submit specific training information (e.g., flyer, agenda, registration notification, etc.) to confirm it covers tobacco-related content. No portion of training covering non-tobacco topics (e.g. alcohol, cannabis, or other drugs) will be reimbursable. Acceptable documentation for reimbursement of training expenses includes copies of receipts, proof of payment, and training information and approval notification from DOJ as noted above. Any travel associated with the training must comply with [travel requirements](#) noted above.

#### *Other Expenses*

##### Supplies and Materials

Supplies and materials that directly support the applicant's project and are not [restricted items](#) may be purchased using grant funds. Items in this category must not meet the definition of [Equipment](#) and may be consumable.

All items which include artwork and/or anti-tobacco messaging require pre-approval from DOJ. As a guideline, the anti-tobacco logo/message must be the prominent feature and should be at least 25% larger than any other logo/message in the design. If there is a front and back to an item, the anti-tobacco logo/message must be placed on the front.

Examples of allowable supplies/materials (if approved in the budget) include but are not limited to:

- Education materials (pamphlets, brochures, flyers).
- Community outreach items (e.g., pop-up tent, table, tablecloth, prize wheel).

- Promotional materials with an anti-tobacco message (e.g., hats, t-shirts, pencils/pens, water bottles, draw string/reusable bags, lanyards). The anti-tobacco messaging should be predominant and can be an image and/or text. Approval of logo/messaging is required from DOJ **prior to purchase** of the items.

#### Operating Costs

Examples of allowable operating costs (if approved in the budget) include, but are not limited to:

- Contracts and inter-agency agreements.
- Cell phone, including monthly service costs, [allocable](#) to grant project activities.
- Media campaigns (prior approval of logos, language/statements to be used, pictures/graphics, etc., must be obtained from DOJ prior to expenditure of funds).
- Office equipment (e.g., laptop/PC/printer) [allocable](#) to the grant project activities.
- Video/Audio recording devices (for enforcement operations).
- “Buy Money” used in the course of enforcement operations.

## ADMINISTRATIVE COSTS

[Administrative costs](#), if included in the Grantee’s budget, are limited to no more than 5% of direct project expenses (See [Rev. & Tax. Code, § 30130.57, subd. \(f\) and \(g\)](#)).

## RESTRICTED ITEMS

Grant funds shall not be used to purchase items that are considered restricted and/or intended for personal use. Examples include but are not limited to:

- Ammunition
- Awards
- Award certificates
- Balloons
- Briefcases
- Calendars (decorative)
- Cleaning supplies
- Coffee pots and supplies
- Drones
- Facilities lease/rent
- Facilities renovations
- Firearms and related accessories (scopes, holsters, racks, etc.)
- Food, beverages, and any other consumables (including for meetings/conferences)
- Gift Cards
- Hand sanitizers
- K9
- Kleenex/tissue papers
- Luggage

- Luggage carriers
- Pepper spray
- Personalized products used to advertise an agency and/or programs (e.g., pens, magnets) that are not specific to an anti-smoking/anti-tobacco campaign
- Picture frames
- Plastic eating utensils
- Portable fans
- Portable heaters
- Refrigerators
- Ribbons
- Uniforms and standard complement items (battle dress uniforms, vests, boots, etc.)
- Vehicles and/or vehicle trailer purchases (vehicle usage, leases, fees, and mileage reimbursement are allowable)

If there is a question about whether an item will be approved for reimbursement, then prior approval from the Tobacco Grant Program should be sought.

## **RECORD AND MATERIALS MAINTENANCE**

### **RECORDS RETENTION PERIOD**

Your agency must maintain grant records for the [retention period](#) established by your agency for those types of records OR for five years after a grant is closed out by DOJ, whichever is longer.

### **RECORDS TO MAINTAIN**

Your agency must maintain records relating to the application, grant agreement, budget, and performance of projects. These records include, but are not limited to, reports of enforcement activities, educational programs, policy programs; personnel activity records; payroll records; travel claims; receipts; documents showing the calculation or methodology for determining whether funds were supplanted; and documents showing the calculation or methodology for determining administrative costs.

### **TOBACCO PRODUCTS**

Grantees shall retain and preserve the tobacco products purchased or otherwise obtained during the course of performing a project, and the purchase records for such [tobacco products](#), in accordance with the Grantee's written policies regarding retention, destruction or forfeiture of such items.

### **EQUIPMENT**

Grantees shall maintain property records for the records [retention period](#) for each item of tangible property considered as [equipment](#).

## **USE OF SUBMITTED DATA**

Data submitted pursuant to the [Grant Agreement](#) may be compiled for DOJ use.

## ***PUBLIC RECORDS ACT NOTICE***

Grant documents, including correspondence, are considered public records and subject to the disclosure requirements of the California Public Records Act (CPRA) as solely determined by DOJ.

# GRANT MANAGEMENT

## INVOICING

### INVOICE PACKAGES

Submit invoices using DOJ-provided forms with all required attachments via email to [TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov).

A complete invoice package must include:

- The invoice cover page signed by the agency representative;
- The invoice detail pages; and
- Documentation of costs incurred and their subsequent payment for all Operating Expenses and Equipment (Section B) claimed. Goods and services received must be shown to have been paid in full.

Grantee must be in possession of supporting documentation for all claimed expenses prior to requesting reimbursement.

### OTHER REQUIREMENTS

Prior to authorizing reimbursement on invoices submitted, DOJ will compare expenses claimed against all [required reporting](#).

### INVOICING FREQUENCY AND DEADLINES

Invoices, or requests for reimbursement, must be submitted quarterly (in arrears) by the deadlines listed below. If the date falls on a weekend or holiday, the reimbursement package will be due on the next business day:

**Table 1. Invoicing Timeline**

Quarter	Date Range Covered (based on payment dates)	Due Date
Summer	July 1 – September 30	October 15
Fall	October 1 – December 31	January 15
Winter	January 1 – March 31	April 15
Spring	April 1 – June 30	July 15

# REPORTING REQUIREMENTS

## QUARTERLY PROGRESS REPORTS

[Quarterly progress reports \(QPRs\)](#) must be submitted electronically using a unique link and instructions sent by DOJ via email prior to each report due date. Grantees are expected to describe grant activities undertaken pursuant to the grant during the reporting period.

## ENFORCEMENT DATA REQUIREMENT

Grantees performing tobacco retail enforcement or inspections must provide [supplemental data](#) regarding these activities on the same schedule as QPRs. This data must be submitted separately to [TobaccoData@doj.ca.gov](mailto:TobaccoData@doj.ca.gov) using the DOJ-provided form.

## REPORTING FREQUENCY AND DEADLINES

Reports referenced below must be submitted quarterly by the deadlines listed below. If the date falls on a weekend or holiday, the report will be due on the next business day.

*Table 2. Reporting Timeline*

Quarter	Date Range Covered (based on activity dates)	Due Date
Summer	July 1 – September 30	October 15
Fall	October 1 – December 31	January 15
Winter	January 1 – March 31	April 15
Spring	April 1 – June 30	July 15

## MODIFICATIONS

Grantees seeking to modify any aspect of their grant should first contact their [Grant Program Officer](#) by emailing [TobaccoGrants@doj.ca.gov](mailto:TobaccoGrants@doj.ca.gov) for assistance. Specific cut-off dates and limitations may apply.

## BUDGET MODIFICATIONS

A Budget Modification is limited to moving funds from one fiscal year to another and/or realigning funds between existing line items **up to a 10% increase** of the original amount awarded for any single line item across all fiscal years. Budget Modification requests require the submission of the Modification Request form and a revised Budget Detail.

**Up to three Budget Modifications are allowed per fiscal year during the [Grant Term](#).**

## GRANT MODIFICATIONS

A Grant Modification involves change to the Grant Agreement that exceeds the scope of a [Budget Modification](#). Requests for a Grant Modification may propose changes to the use of grant funds, project description, project timeline, or other changes related to the project or budget. Grant Modification requests require submission of the Modification Request form including written justification of the need for changes and description of how the proposed changes align with the grant award. Requests modifying the budget require submission of a revised Budget Detail. Requests modifying goals and activities require submission of a revised [Summary of Award](#).

Only one Grant Modification is allowed during the [Grant Term](#).

## EXTENSIONS

DOJ cannot reimburse for any expenses paid after the end date of the [Grant Term](#) as specified in the MOU. Flexibility to expend funds across four fiscal years is built into the MOUs. DOJ will not consider requests to extend the Grant Term unless received by DOJ **at least six months prior to the end date of the MOU**.

## CLOSEOUT

DOJ shall conduct closeout review activities prior to closing out each grant to ensure that all necessary administrative actions and projects have been completed by the Grantee. Closeout review activities include, but are not limited to, review of [required reporting](#), verification that any performance issues are resolved, and verification that any audit or agreed-upon-procedure findings are resolved.

# DEFINITIONS

The following definitions apply to the Tobacco Grant Program:

## *Administrative Costs*

The necessary and reasonable indirect expenses as allowed under the [terms and conditions](#) of the grant agreement.

## *Application*

An application is a request by an eligible agency to receive a grant from DOJ pursuant to [Revenue and Taxation Code section 30130.57, subdivision\(e\)\(1\)](#).

## *Contractor*

An entity or person, including a consultant, that enters into a contract with a Grantee to perform an approved grant-related activity. May also be referred to as a “Partner.”

## *DOJ*

The California Department of Justice.

## *Equipment*

An item that has a *per-unit* acquisition cost of \$5,000 or more and a useful life of at least one year. Equipment should be purchased **within the first year** of the project in order to maximize its utility during the grant term.

## *Grant*

An award of financial assistance made to a Grantee, the principal purpose of which is the transfer of funds to carry out a project of public benefit authorized and intended by [Revenue and Taxation Code section 30130.57, subdivision \(e\)\(1\)](#), a Proposal, and the Grant Agreement between the Grantee and DOJ.

## *Grant Agreement*

The final agreement entered into between DOJ and a Grantee, which sets forth the terms and conditions of the Grant. The grant agreement includes the executed MOU, [Request for Proposals](#) and associated documents, [Summary of Award](#) document, Budget Detail, and this Handbook.

## *Grant Program Officer*

A DOJ staff member assigned as the primary point-of-contact for Grantees with regards to the implementation and administration of the grant. Formerly titled “Grant Administrator.”

## *Grant Term*

The period of time provided for in the [Grant Agreement](#). Previously referred to as “Grant Duration.”

## *Grantee*

A local agency to which a [Grant](#) is awarded.

### *Inspection Data*

Information regarding retailer inspection or enforcement activity by a Grantee under the terms of the grant agreement, including, but not limited to, information about retailer location, retailer violations, retailer inspections, and retail-related citations, licensing actions, administrative proceedings, diversion proceedings, and prosecutions. Inspection data includes information regarding such activities whether or not a violation was found or a citation was issued. A grant agreement may contain further information about what constitutes inspection data, how it is to be gathered and retained by a Grantee, and how and when it is to be reported to DOJ.

### *Letter of Intent (LOI)*

A document affirming an awarded agency's intent to accept the grant award.

### *Local Law Enforcement Agency*

A local government entity, such as a county, city, district, public authority, public agency, and any other political subdivision or public corporation that can support and hire law enforcement peace officers (as defined in [Penal Code section 830](#)) and is authorized to:

- (1) Investigate or conduct an official inquiry into enforcement of state and local laws, ordinances, regulation, and policies related to the illegal sales and marketing of tobacco products to minors and youth, or
- (2) Prosecute or otherwise conduct a criminal or civil proceeding arising from the illegal sales of tobacco products to minors and youth.

### *Project*

An undertaking that is planned to conduct activities and achieve stated goals and objectives for which funds were awarded by DOJ to a Grantee from the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 Fund.

### *Quarterly Progress Reports (QPRs)*

Reports of grant-related activity performed in accordance with the approved project. Submission of these reports is required on a quarterly basis.

### *Records Retention Period*

The period of time after the grant is closed out that a Grantee must maintain records related to the grant, which is at least five years from the date the grant is closed by DOJ.

### *Request for Proposals (RFP)*

A solicitation for project proposals from eligible [Local Law Enforcement Agencies](#).

### *Summary of Award*

Document that contains the Grantee's approved goals/objectives and budget narrative reflective of any reductions and/or revisions.

### *Supplant*

Using grant funds to pay for costs that are already funded within your agency's budget, or for which other funding has already been received, in order to reallocate existing funding to other purposes. The

effect of supplanting would be to reduce the total amount that would have been available for the purpose stated in the application or grant agreement.

*Tobacco Products*

The same meaning as in [Revenue and Taxation Code section 30121](#).