

TOBACCO GRANT PROGRAM GRANTEE HANDBOOK

APRIL 2025



ROB BONTA
Attorney General

OFFICE OF THE ATTORNEY GENERAL

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.

TABLE OF CONTENTS

GRANT TERMS AND CONDITIONS	3
I. Award Acceptance	3
A. Required Opening Documents.....	3
B. Grant Agreement	4
C. Start of Grant Activities.....	4
D. Declination of Award	4
II. Performance Compliance, Audit, and Responsibility.....	4
A. Reviews of Performance and Compliance	4
B. Non-Assignment.....	4
C. Procurement of Goods or Services	5
D. Supplanting	5
E. Overpayment of Funds	5
F. Project Income	6
G. Non-Use of Funds.....	6
H. Non-Compliance	6
I. Withholding of 10% Pending Closeout	6
J. Audits	6
III. DOJ Grant Management	7
A. Assigned Grant Program Officer	7
B. Access.....	7
IV. Funding	7
V. Cost Criteria.....	8
A. Allowable	8
B. Reasonable.....	8
C. Allocable.....	8
VI. Project Costs.....	9
A. Personnel Services	9
B. Operating Expenses and Equipment.....	9
C. Administrative Costs	11
VII. Restricted Items	11

VIII. Record and Materials Maintenance	12
A. Records Retention Period	12
B. Records to Maintain.....	12
C. Tobacco Products.....	13
D. Equipment.....	13
IX. Use of Submitted Data.....	13
X. Public Records Act Notice	13
GRANT MANAGEMENT	14
I. Invoicing.....	14
A. Invoice Packages	14
B. Other Requirements	14
C. Invoicing Frequency and Deadlines	14
II. Reporting Requirements.....	15
A. Quarterly Progress Reports.....	15
B. Enforcement Data Requirement.....	15
C. Reporting Frequency and Deadlines	15
III. Modifications	15
A. Budget Modifications.....	15
B. Grant Modifications	16
C. Extensions	17
IV. Closeout	17
APPENDIX A – DEFINITIONS	18

GRANT TERMS AND CONDITIONS

By accepting [Local Assistance](#) funds from the California Department of Justice (DOJ) Tobacco Grant Program (TGP), your agency agrees to comply with, and be bound by, the conditions set forth in the Grant Agreement that includes the executed Memorandum of Understanding (MOU), Request for Proposals (RFP) and associated documents, Summary of Award, Budget Detail, and this Handbook.

I. AWARD ACCEPTANCE

A. REQUIRED OPENING DOCUMENTS

After award notification, agencies must complete and submit each of the following documents to receive reimbursement from DOJ. Documents should be sent via email to TobaccoGrants@doj.ca.gov.

1. *Letter of Intent*

A Letter of Intent (LOI) to accept the award will be attached to the award notification. When indicating intent to accept, an awarded agency must affirm one of the following:

- Agency will seek a resolution to accept the award (required by governing body)
- Agency's governing body does not require a resolution to accept the award, OR
- No governing body exists, and no resolution is required

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.

2. *Governing Body Resolution*

If a governing body exists and requires the awarded agency to obtain a resolution to accept the grant award, the awarded agency must provide this resolution to DOJ. The resolution must authorize the agency to enter a contract with DOJ, incur grant-related expenses, and receive reimbursement. The resolution should expressly authorize future amendments without requiring an additional resolution, including to increase funding provided in the original contract.

Important: Once notified of selection, the successful applicant should promptly request the resolution to avoid funding delays.

3. *Government Taxpayer ID Form*

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

4. *Summary of Award*

The Summary of Award will document the approved goals/objectives and be reflective of any reductions and/or revisions to the scope of work and/or budget document made by DOJ. The initial document will be prepared by DOJ, but clarifications and/or revisions may also be requested of the Grantee prior to finalization.

5. Memorandum of Understanding (MOU)

To be eligible for reimbursement of expenditures under the grant, 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 awarded agency determines who is authorized to sign the MOU and is not dictated by DOJ.

The MOU and other accompanying documents (Governing Body Resolution, if applicable), Government Taxpayer ID form, and any revisions requested by DOJ must be returned to DOJ via email to TobaccoGrants@doj.ca.gov within 90 calendar days of receipt.

B. 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.

C. START OF GRANT ACTIVITIES

The Grantee may begin funded activities as of the start date of the MOU (or project start date, if later). However, Grantee may only *receive* reimbursement upon full execution of the MOU and verification that all [required opening documents](#) have been completed.

D. 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
- Written notification from the awarded agency that they do not wish to accept the grant award

II. PERFORMANCE COMPLIANCE, AUDIT, AND RESPONSIBILITY

A. 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.

B. NON-ASSIGNMENT

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

C. 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.

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.

D. 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, 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](#).

E. 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 – 8th floor
P.O. Box 160187
Sacramento, CA 95816

F. 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 resulting from enforcement actions by the Grantee.

G. 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 must notify DOJ in a timely manner if they are unable to do so.

Grantees who have not started their project nor expended any funds within one year of the approved project start date shall forfeit their award.

H. 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

I. 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 \(QPR\)](#).

J. 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, 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:

- Monitor compliance with the requirements of the grant program and the terms and conditions of the grant agreement
- Assess the quantity, quality, timeliness and cost of services the Grantee produces and delivers under the terms and conditions of the grant agreement
- Assess the performance of any contract entered 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:

- Failure to fully complete the work or services described in the Summary of Award
- Failure to adequately monitor, assess, and address the performance of contractors
- Failure to adequately maintain documents, records, receipts, and financial accounts supporting the expenditures reimbursed with grant funds

III. DOJ GRANT MANAGEMENT

A. ASSIGNED GRANT PROGRAM OFFICER

Each agency will be assigned a Grant Program Officer from DOJ for assistance with implementation and oversight of the agency's grant program throughout its life cycle. These DOJ staff will maintain regular communications with Grantees and will provide administrative direction and guidance. Each Grant Program Officer can be reached by emailing TobaccoGrants@doj.ca.gov.

B. 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.

IV. FUNDING

All expenses claimed for reimbursement, including contracted services, must already be paid by the Grantee and cannot exceed the budgeted amount without an approved modification. Expenses incurred by contractors as part of the project must be invoiced to and paid by the Grantee prior to seeking

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](#) 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.

V. COST CRITERIA

A. ALLOWABLE

In general, costs must meet all the following general criteria to be allowable:

- Be reasonable for the performance of the grant, and [allocable](#) to the grant
- Be accorded consistent treatment with Grantee's fiscal policies
- 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 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

B. 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

C. 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 that benefits the performance of grant and non-grant related activities, the proportion that is incurred for grant-related activities may be approximated and assigned to the grant using reasonable and properly documented methods.

VI. PROJECT COSTS

Project costs may include the reasonable, necessary, and allocable costs 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:

A. PERSONNEL SERVICES

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. While not required when requesting reimbursement, these records should be kept by the agency and made available to DOJ upon request.

B. OPERATING EXPENSES AND EQUIPMENT

Training

DOJ Provided Trainings

The Tobacco Grant Program regularly hosts an onboarding workshop for new grantees and personnel who are new to their project. Grantees should send at least one representative to this workshop during the first year of the grant award and as new personnel are onboarded during the project period. The onboarding workshop will cover:

- Grant terms and expectations
- Steps to open your grant
- Completing required reports
- Submitting reimbursement requests
- Requesting modifications to your budget and/or project scope

DOJ also offers enforcement trainings periodically throughout the state, free of charge, and these are highly recommended to attend.

Non-DOJ Trainings

If the training you seek to attend is not offered by the Tobacco Grant Program or specifically referenced in the Summary of Award, prior approval must be sought for the expenses to be reimbursable. All such trainings must be tobacco-specific; No portion of training on non-tobacco topics (e.g. alcohol, cannabis, or other drugs) or those routinely expected of all personnel (e.g. standard POST trainings) will be reimbursable.

Requests for prior approval must include detailed training information such as:

- Flyer or email with basic event details (e.g. location, dates and times)

- Training agenda (clearly noting tobacco focus)
- Registration details

Acceptable documentation for reimbursement of training expenses includes:

- Copies of receipts
- Proof of payment
- Training details as noted above
- Approval notification from DOJ

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.

Note: 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 up to the amounts allowable within the [State of California's established travel reimbursement rates](#) in effect as of the date(s) of travel. For costs exceeding these state rates, the Grantee will be responsible to cover these with non-grant funds.

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'.

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 to maximize its utility during the grant term. Acceptable documentation for equipment purchases includes copies of receipts and proof of payment (copies of checks or credit card statements). [Maintenance of property records](#) related to equipment is required.

Other Expenses

Supplies, Materials, and Marketing Guidelines

Supplies and materials (including consumable items) 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](#).

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 during enforcement operations.

Note: Small equipment items (less than \$5,000 per unit) including items like laptops, surveillance equipment, etc. must be purchased within the first year of the project.

C. 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 \(g\)](#)).

No administrative costs can be budgeted or claimed in the Personnel Services or Other Operating and Equipment sections of the budget. This limitation additionally applies to contracts entered by the Grantee.

VII. 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
- Trainings and presentations sponsored by, or involving, the tobacco industry without pre-approval
- Uniforms and standard complement items (battle dress uniforms, vests, boots, etc.)
- Vehicles and/or vehicle trailer purchases (Allowable items include vehicle usage, leases, fees, and mileage reimbursement)

If there is a question about whether an item will be approved for reimbursement, consult with your Grant Program Officer and seek prior approval.

VIII. RECORD AND MATERIALS MAINTENANCE

A. RECORDS RETENTION PERIOD

Your agency must retain all grant records for five years after a grant is closed by DOJ or longer if required by your agency's retention policy for such records.

B. 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.

C. 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.

D. EQUIPMENT

Grantees shall maintain [equipment](#) property records for the [retention period](#) specified above. Items of tangible property shall be considered as equipment.

IX. USE OF SUBMITTED DATA

Data submitted pursuant to the Grant Agreement may be compiled for DOJ use.

X. 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

I. INVOICING

A. INVOICE PACKAGES

Submit invoices using DOJ-provided forms with all required attachments via email to TobaccoGrants@doj.ca.gov.

A complete invoice package should be submitted timely and include:

- The invoice cover page signed by the agency representative
- The invoice detail pages
- 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.

B. OTHER REQUIREMENTS

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

C. INVOICING FREQUENCY AND DEADLINES

Invoices, or requests for reimbursement, must be submitted quarterly by the deadlines listed below according to when the expense was paid. If the due 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

II. REPORTING REQUIREMENTS

A. 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.

B. 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 using the DOJ-provided form.

C. 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

III. MODIFICATIONS

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

A. BUDGET MODIFICATIONS

A Budget Modification, if approved, may re-align the budget in one or more of the follow manners:

- Roll over unspent funds from one fiscal year to another within the same line item
- Transfer unspent funds between existing line items **up to a 10% increase** of the original amount awarded OR the amount within an approved [Grant Modification](#) (if applicable, see below). This limit applies to the line-item total across all fiscal years.

Limitations to Budget Modifications

- New line items cannot be added (see Grant Modifications below for this possibility)
- No line item may be increased by more than 10% of the original award budget (or approved Grant Modification, if applicable)
- Maximum of three Budget Modifications per fiscal year during the grant term

Requesting a Budget Modification

Contact your Grant Program Officer to initiate this process. Budget Modifications require the following to be considered:

- Modification Request Form
- Revised Budget Detail
- Description of the changes requested

B. GRANT MODIFICATIONS

A Grant Modification, if approved, exceeds the scope of a Budget Modification and allows for the following changes:

- Add new line items or increase line items by more than 10% of the original award
- Transfer or roll over of unspent funds between line items and/or from one fiscal year to another
- Add, remove, or modify project goals and activities
- Revise project timelines
- Make other significant changes to the grant beyond the scope of a Budget Modification

Limitations to Grant Modifications

- Cannot reinstate line items proposed but removed during the original award process
- Maximum of **ONE** Grant Modification for the entire grant term
- May require approval from the [Merits Review Committee](#)

Requesting a Grant Modification

Contact your Grant Program Officer to initiate this process. Grant Modifications require the following to be considered:

- Detailed written justification on agency letterhead of the need for the changes and how the proposed changes align with the grant award
- Modification Request form
- Revised Budget Detail
- If applicable, revised Summary of Award

C. EXTENSIONS

At this time, DOJ cannot offer any extensions of time to the project period beyond the end date of the Grant Term as specified in the MOU.

IV. 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.

APPENDIX A – DEFINITIONS

The following definitions apply to the DOJ 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\(e\)\(1\)](#).

Budget Detail

The detailed grant documenting the specific line items approved for funding along with any additional stipulations.

Budget Modification

Modification to the grant budget limited to rolling over unspent funds from one fiscal year to another within the same line item and/or transferring unspent funds between existing line items up to a 10% increase of the original award amounts (or the amount within an approved Grant Modification, if applicable). This limit applies to the line-item total across all fiscal years.

Contractor

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

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 to maximize its utility during the grant term.

Fiscal Year

DOJ and the State of California follow a fiscal year of July 1 – June 30.

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 \(e\)\(1\)](#) between the Grantee and DOJ.

See also, [Grant Agreement](#).

Grant Agreement

The final agreement entered 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. Also referred to in shortened form as the “Grant.”

Grant Modification

A modification to the Grant Agreement that exceeds the scope of a [Budget Modification](#). If approved, these may change the use of grant funds, project activities, project timeline, or other changes related to the project or budget.

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 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 a violation was found or citation 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 Assistance

Funds provided by the State of California to local agencies to support the implementation and delivery of programs or services at the local level.

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:

- 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

- Prosecute or otherwise conduct a criminal or civil proceeding arising from the illegal sales of tobacco products to minors and youth.

Merits Review Committee

This committee of appointed DOJ staff members review and make funding recommendations to the Attorney General.

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 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. This retention period may be longer if required by the Grantee's internal policies.

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 is reflective of any reductions and/or revisions to the scope of work and/or budget.

Supplanting

Using grant funds to pay costs already funded within your agency's budget or for which other funding has been received so as to reallocate existing funding to other purposes. Supplanting would reduce the amount available for the purpose stated in the application or grant agreement.

Tobacco Products

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