## **Exhibit B**Budget Detail and Payment Provisions

## 1. Invoicing and Payment

- A. Upon completion of project activies as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

LHJDCDC@cdph.ca.gov
California Department of Public Health
Division of Communicable Disease Control
MS 7300
P.O. Box 997377
Sacramento, CA 95899-7377

#### C. Invoices shall:

- Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices
  must be signed by an authorized official, employee or agent certifying that the expenditures
  claimed represent activities performed and are in accordance with Exhibit A Grant
  Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

### 2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

### 3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

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### 4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed:
  - 1) \$158,987.47 for the budget period of February 1, 2020 through June 30, 2023
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

### 5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

#### 6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR). This provision is deleted in its entirety from Exhibit C.

### 7. Use of Funds / Supplanting

These funds shall be used to supplement and enhance existing local program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources.