

REVISED EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed ~~\$62,001.00~~ **\$85,120.00**. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

19/20	\$24,417.00	<u>\$42,560.00</u>
20/21	\$37,584.00	<u>\$42,560.00</u>

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), County agrees to pay CDSS for said services in accordance with the rates specified below:

a. Invoicing for Family Evaluations

- i. If Family Evaluations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.
- ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of \$1,244 per each Family Evaluation.¹ CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.
- iii. The County shall pay CDSS quarterly for the completed Family Evaluations. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).
- vi. If it is determined by CDSS that the average family evaluation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

¹ The estimated cost to complete each Family Evaluation is \$1,790.00. The federal funds share is \$546.

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- v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in section A, paragraph 2 (a) (ii), above.

b. Invoicing for Complaint Investigations

- i. If Complaint Investigations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint Investigations were completed. The quarterly invoices shall include, for each completed complaint investigation, the non-federal cost per case rate.
- ii. The CDSS shall track each Complaint Investigation and invoice for the non-federal cost of \$1,146.00.² CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year will be subject to change based on the applicable federal discount rate for that year.
- iii. The County shall pay CDSS quarterly. For payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its LRF for subsequent payment(s).
- iv. If it is determined by CDSS that the average complaint investigation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
- v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Complaint Investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (b)(ii), above.

c. Invoicing for Home Health and Safety Assessments

- i. If Home Health and Safety Assessments were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.

² The estimated cost to complete each Complaint Investigation is \$1649.00. The federal funds share is \$503.00.

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- ii. The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of \$256 per each Home Health and Safety Assessment.³ CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal will be subject to change based on the applicable federal discount rate for that year.
 - iii. The County shall pay CDSS quarterly. For Payment the County will draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County will use its Local Revenue Fund (LRF) for subsequent payment(s).
 - iv. If it is determined by CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).
 - v. If the Exhibit A identifies that CDSS will provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home Health and Safety Assessments shall be the same as identified in this Exhibit B, section A, paragraph 2 (c)(ii), above.
3. The County shall be responsible for payment of the contracted services and activities provided by CDSS in accordance with rates above from the following sources and in the following order:
- * General Fund Resource Family Approval allocation (if such exists in the State Budget);
 - * the County's 2011 Realignment LRF; and
 - * other County funds.
4. Continuation of Services

In the event this Agreement expires or is terminated with open Family Evaluations, Complaint Investigations, Home Health and Safety Assessments or Legal Consultations or Legal Representation on Appeals/SHD and OAH Hearings, CDSS may complete such actions in accordance with the terms of this Agreement; submit invoices as identified in this Exhibit B, withhold a corresponding portion of the RFA Allocation to complete such activities from a current or subsequent fiscal year, and receive payment from the County from its LRF for a current or subsequent fiscal year.

³ The estimated cost to complete each Home, Health and Safety Assessment is \$368.00. The federal funds share is \$112.00.

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5. Cost Increase

During the term of this Agreement, and as the Budget Act allows, CDSS and the County may approve increases in the service levels for each of the services provided by CDSS and increase the amount that the County shall pay CDSS from the County's General Fund RFA allocation and the LRF.

6. The following County Fiscal Letter(s) (CFL) is incorporated by reference:
CFL 16/17-45.

7. Invoices shall include the Agreement No. 19-5042 **A1** and Index Code 2570 and shall be submitted in triplicate or as otherwise requested by the County nor more frequently than quarterly in arrears to:

County of Lake
P.O. Box 9000
Lower Lake, CA 95457
Attn: Betzy Wetmore

8. Should the County receive services in excess of \$750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

Any invoices submitted without the above referenced information may be returned to CDSS for reprocessing.

9. For each invoice, the County shall route to the appropriate personnel responsible for the prompt review and payment. For disputed invoices, if any, the County shall specifically identify those services which are in dispute, for which additional information is necessary, in its subsequent correspondence with CDSS.

10. Undisputed invoices shall be paid promptly, and no later than 45 days from receipt of the original invoice. The County shall also pay for those services which are undisputed within 45 days of receipt of the original invoice.

B. State Budget Contingency Clause

1. 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, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. For Contracts with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS, at its option, may terminate this Agreement upon 30-days notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.