

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

(Contract Manager)
California Department of Public Health
Network for a Healthy California
1616 Capitol Avenue, Suite 74.516
MS 7204
P.O. Box 997377
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to the Agreement.

C. Invoice shall:

1. Be prepared on contractor's letterhead and be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
 2. Bear the Contractor's name as shown on the Agreement.
 3. Show a unique invoice number assigned by the Contractor.
 4. Show an invoice date reflecting when the invoice was prepared.
 5. Be mailed no later than five days after the invoice date.
 6. Show the Contractor's vendor number assigned by CDPH.
 7. Show the Agreement number assigned by CDPH.
 8. Show the Contractor's remittance address.
 9. Identify the billing and/or performance period covered by the invoice.
 10. Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by CDPH.
- D. Quarterly invoices shall be submitted for payment within sixty (60) days following the end of each calendar quarter in which the work was performed and costs incurred in the performance of the agreement, unless the agreement has reached the expiration or termination date (see paragraph 4, Timely Submission of Final Invoice) or a later or alternate deadline is agreed to in writing by the Program Contract Manager (CM).
- E. The Contractor may submit supplemental invoices to the CM if it has determined that there are expenses incurred during the term of the contract that have not been previously billed. The Contractor must submit a written justification to accompany the supplemental invoice(s) and shall submit the documents to the CM for approval. The supplemental invoice(s) cannot

exceed 20% of the total contract amount for the fiscal year in which the supplemental invoice(s) is submitted. Supplemental invoices for the first, second, and third quarter are due no later than 90 days after the end of each quarter. A supplemental invoice for the fourth quarter is due no later than 120 days after the end of the fourth quarter. If you are seeking an exception to these requirements, you must send a written request to the CM and provide justification that explains the circumstances surrounding your inability to meet these requirements. Exceptions may only be granted after Network management has reviewed the request and has made a determination.

- F. The State may, at its discretion, choose not to honor any delinquent invoice if the Contractor fails to obtain prior written State approval of an alternate submission deadline.

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 project, 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this project the State 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.

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.

4. **Amounts Payable**

- A. The amount payable under this agreement shall not exceed:
 - 1) \$xxx for the budget period of 10/01/2012 through 09/30/2013.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.
- D. The Catalog of Federal Domestic Assistance Number for the *Network for a Healthy California* federal grants is 10-561, which applies to contracts funded from this solicitation.

5. **Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program CM. Said invoice should be clearly

marked "Final Invoice", indicating that all payment obligations of the State under this agreement 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 Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval must be sought from the CM prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit to the State, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State.

6. **Allowable Line Item Shifts**

- A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual agreement total or a maximum of one hundred thousand (\$100,000) annually, whichever is less, are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

7. **Expense Allowability / Fiscal Documentation**

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see **Exhibit G entitled, "Travel Reimbursement Information"**.

- E. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision 8 in this exhibit entitled, "Recovery of Overpayments" for more information.

8. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an auditing finding that is appealed and upheld, will be recovered by the State by one of the following options:
- 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average or the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

9. Restriction of Funds

The Contractor shall use funds pursuant to the Agreement only and shall not, in whole or in part, freeze, restrict, or prevent the use of funds for the use pursuant to this Agreement; Contractor shall not divert or use funds for other purposes.

10. Advance Payment

No advance payment is allowed under this agreement.