

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, DHCS 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:

Youth Services Section
Department of Health Care Services
Community Services Division
MS 2622
P.O. Box 997413
Sacramento, CA 95899-7413

DHCS, 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 DHCS and shall not require an amendment to this Agreement.

C. Invoices shall:

- 1) Be prepared on the Contractor letterhead.
- 2) Include the Agreement Number.
- 3) Must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
- 4) Bear the Contractor's name as shown on the Agreement.
- 5) Be submitted with the quarterly project report.
- 6) Identify the billing and/or performance period covered by the invoice.
- 7) 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 DHCS.

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

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

3. Payment

- A. Unless otherwise negotiated, deemed necessary, and specified herein, nothing shall preclude advance payments pursuant to Article 1, Chapter 3, Division 3, Title 2 of the Government Code Section 11257 with reimbursement not more frequently than monthly in arrears thereafter.

B. Reimbursement

Invoices, submitted by the Contractor and paid by DHCS, shall not be deemed evidence of allowable agreement costs. Costs and/or expenses deemed unallowable are subject to terms of provision #6 in this exhibit entitled, "Recovery of Overpayments".

4. Amounts Payable

- A. The amounts payable under this Agreement shall not exceed:

- 1) \$TBD for the budget period of 07/01/2021 through 06/30/2022.
- 2) \$TBD for the budget period of 07/01/2022 through 06/30/2023.
- 3) \$TBD for the budget period of 07/01/2023 through 06/30/2024.
- 4) \$TBD for the budget period of 07/01/2024 through 12/31/2025.

- 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.

5. Travel and Per Diem Reimbursement

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the receipt of a statement from the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior written authorization from DHCS. Allowable rates appear in Travel Reimbursement Information (**Exhibit H**).

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6. Recovery of Overpayments

- A. The Contractor agrees that claims based upon a contractual agreement, an excess advance payment, an audit finding and/or an audit finding that is appealed and upheld, will be recovered by DHCS by one of the following methods:
 - 1) The Contractor shall remit to DHCS of the full amount of the overpayment or audit exception within 30 calendar days following DHCS' request for repayment;
 - 2) A repayment schedule which is agreeable to both DHCS and the Contractor shall be developed.
- B. DHCS reserves the right to select which option will be employed and the Contractor will be notified by DHCS in writing of the procedure to be utilized.
- C. 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, the Contractor shall repay, to DHCS, the over-claimed or disallowed expenses.

Exhibit B – Attachment I
Budget for Year 1 (7/1/2021 – 6/30/2022)

Deliverable	Deliverable Description	Amount	Estimated Delivery
D1	Example Invoice for funds for Sub-Grantee Payments: 1. Funds available for sub-grantee payments	\$41,000,000	December 2021
D2			
D3			
D4			
D5			
D6			
D7			
D8			
D9			
D10			
D11			
D12			
D13			
Total Year 1		\$41,000,000	

Exhibit B – Attachment II
Budget for Year 2 (7/1/2022 – 6/30/2023)

Deliverable	Deliverable Description	Amount	Estimated Delivery
D14			
D15			
D16			
D17			
D18			
D19			
D20			
D21			
D22			
D23			
D24			
D25			
D26			
Total Year 2			

Exhibit B – Attachment III
Budget for Year 3 (7/1/2023 – 6/30/2024)

Deliverable	Deliverable Description	Amount	Estimated Delivery
D27			
D28			
D29			
D30			
D31			
D32			
D33			
D34			
D35			
D36			
D37			
D38			
D39			
Total Year 3			

Exhibit B – Attachment VI
Budget for Year 4 (7/1/2024 –
12/31/2025)

Deliverable	Deliverable Description	Amount	Estimated Delivery
D40			
D41			
D42			
D43			
D44			
D45			
D46			
D47			
D48			
D49			
D50			
D51			
D52			
Total Year 4			