

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 in triplicate not more frequently than quarterly in arrears to:

California Department of Public Health
Immunization Branch
Attn: Leona O'Neill
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

- C. Invoices shall:
- 1) Be prepared on Contractor 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 actual expenses for the service performed under this contract.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 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 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.

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 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 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 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.

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4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) 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 contract manager. Said invoice should be clearly marked "Final Invoice", thus 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 shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted 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 or appropriateness 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. If 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".

6. Budget Flexibility

Subject to the prior review and approval of the contract manager, line item shifts of up to \$25,000 or ten percent of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$25,000 or 10%, whichever is less, for all line item shifts over the life of the contract. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited. Line item shifts may be proposed/requested by either the California Department of Public Health or the Contractor in writing and must not increase or decrease the

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total contract amount allocated. Any line item shifts must be approved in writing by the Deputy Director of the Division of Communicable Disease Control, or his or her designee, and must be sent to the Contracts Office within 10 days of approval for inclusion in contract folder. If the contract is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

7. Additional Budget Provisions

- A. The total amount of the contract will be indicated as either some part, or all, of the total operations budget. If the total amount of the contract is less than the total operations budget, the Contractor will be responsible for providing the difference between the total amount of the contract and the total operations budget. Further, all invoices to the State which request reimbursements for positions included in the Contractor's *Application for Immunization Project Subvention Funds* submitted by the Contractor on May 9, 2008 shall include the name and position title of the persons that have performed in these positions.
- B. The Contractor shall provide for any personnel or operating expenses that are necessary to meet the provisions included herein but are not provided for in the Budget included as Exhibit "B" Attachment I.

Exhibit B, Attachment I
Budget

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1 - Immunization Coordinator	728.03 hours	\$23.69/hour	\$17,247.00
1 - Senior LVN	1,352 hours	\$23.69/hour	\$32,029.00
1 - Senior Medical Office Assistant	416 hours	\$15.49/hour	\$6,444.00
Total Personnel			\$55,720.00
II. Fringe Benefits (25% - 30% of Personnel)			\$15,045.00
III. Operating Expenses or General Expenses			
Office Supplies			\$6,200.00
Printing/Health Education Materials			\$10,434.00
Other			\$9,342.00
IV. Equipment			\$0.00
V. Travel			\$1,000.00
VI. Subcontracts			\$45,000.00
El Dorado County Community Health Center - \$45,000.00			
VII. Other Costs			\$1,000.00
VIII. Indirect Costs (0%)			<u>\$0.00</u>
Total Budget			\$143,741.00

**Exhibit B, Attachment I, Schedule I
Subcontractor Budget**

Subcontracts

Name of Subcontractor:	<u>El Dorado County Community Health Center</u>
Contact Person:	<u>Stacy Bolton</u>
Address:	<u>4327 Golden Center Drive</u>
City, State, & Zip Code:	<u>Placerville, CA 95667</u>
Telephone #:	<u>(530) 621-7700</u>
Federal Tax I.D. Number:	<u>42-1533531</u>

I. Personnel Services (List positions)	% of Time or Number of Hours	Monthly Salary Range or Hourly Rate	Dollar Amount Requested
Immunization RN	1,040 hours	\$33.00/hour	\$ 34,320.00
Personnel Services Subtotal			\$ 34,320.00
Fringe Benefits (20 - 21% of Personnel)			\$ 6,867.00
Personnel Services Subtotal			\$ 41,187.00
II. Operating Expenses			
Supplies			\$ 2,313.00
Health Education Materials			\$ 1,000.00
Travel			\$ 500.00
Equipment			\$ -
Operating Expenses Subtotal			\$ 3,813.00
Subcontracts Total =			(I. Personnel Services + II. Operating Expense) \$ 45,000.00

This schedule is being provided for informational purposes. Changes to the schedule will require a contract amendment.