Exhibit B
Budget Detail and Payment Provisions

1. **Invoicing and Payment**

A. Upon completion of project activities 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 duplicate not more frequently than monthly in arrears to:

Overnight Delivery
First Last Name, Procurement Manager
California Department of Public Health
California Tobacco Control Program
MS Code7206
1616 Capitol Avenue, Suite 74.516
Sacramento, CA. 95814

Mailing Address
First Last Name, Procurement Manager
California Department of Public Health
California Tobacco Control Program
MS 7206
P.O. Box 997377
Sacramento, CA. 95899-7377

C. Invoices shall:

1) 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 Attachment 1 Grantee's Written Modifications to the current 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 Grant does not appropriate sufficient funds for the program, this Grant 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 Grant and Grantee shall not be obligated to fulfill any provisions of this Grant.

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 Grant with no liability occurring to the State, or offer a Grant amendment to Grantee to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

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 amounts payable under this Grant shall not exceed:

1) $ x,xxx,xxx for the budget period of 05/01/18 through 06/30/18.
2) $ x,xxx,xxx for the budget period of 07/01/18 through 06/30/19.
3) $ x,xxx,xxx for the budget period of 07/01/19 through 06/30/20.
4) $ x,xxx,xxx for the budget period of 07/01/20 through 06/30/21.
5) $ x,xxx,xxx for the budget period of 07/01/21 through 06/30/22.
6) $ x,xxx,xxx for the budget period of 07/01/22 through 04/30/23.

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 ninety (90) 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).

7. Income Restrictions

This provision is deleted in its entirety from Exhibit C.