

**Budget Detail, Payment Provisions, and Closeout – Exhibit B
TV 1819 Contract**

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage -
<http://www.calhr.ca.gov/employees/Pages/travel-personal-vehicle.aspx>
- Per Diem (meals and incidentals) -
<http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>
- Lodging -
<http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

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ARTICLE I. FUNDS (Continued)

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200]

2. Financial Management Systems

The Contractor shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

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ARTICLE I. FUNDS (Continued)

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this 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 or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized budget is received and approved by the State and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event that the State elects to offer an amendment, it shall be mutually understood by both parties that (1) the State reserves the right to determine which contracts, if any, under this program shall be reduced, (2) some contracts may be reduced by a greater amount than others, and (3) the State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

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ARTICLE I. FUNDS (Continued)

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)]
2. Interest earned on advances of federal funds shall be identified as non-match cash.
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply:
[2 CFR 200.305(b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.

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ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

2. Fringe Benefits.
 3. Contractual Costs – subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.
 6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate [CFR 200.414 (c) (1) and (f)].
 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
 3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).

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ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. “Program income” is revenue generated by the Contractor or subcontractor from contract-supported activities and includes:
 - a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract supported activities.
 - d. Proceeds from the sale of items fabricated under a contract agreement.
2. Costs of generating program income may be deducted from gross income to determine program income earned, provided these costs are not charged to contract funds.
3. Program income must be expended prior to drawing down additional funds as required in [2 CFR 200.305(b)(5)] and [2 CFR 200.307(e)].
4. Program Income remaining at the end of the period of performance must be returned to CDA.

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ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

B. Recipient Local Share

Recipient Local Share (cash and/or in-kind) must be reported monthly, and shall be limited to:

1. Cash and/or in-kind contributions, if such contributions are used to meet program requirements.
2. Recipient Local Share (cash or in-kind) verifiable from the records of the Contractor or subcontractor.
3. Recipient Local Share used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2CFR 2900].
4. On-the-Job Experience expenditures applied to wages and fringe benefits, other program costs, or administration, shall be identifiable in the Contractor's records.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Contractor shall submit electronically the original Title V Budget with the annual updates by May 1, unless otherwise instructed by CDA.
- B. The Contractor shall submit electronically, a budget revision thirty (30) days after receiving an amended Title V Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- C. Budget revisions may be submitted as necessary, but no later than (60) days prior to the ending date of the Contract.
- D. Line Item Budget Transfers

The Contractor may transfer contract funds between line items under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.
2. The Contractor shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request, and shall be maintained in the same manner as all other financial records.

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ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISIONS (Continued)

- E. The Contractor is limited to eight percent (8%) of the federal allocation for Administration.
- F. Administrative costs for a subcontractor are not limited to eight percent (8%) of the federal allocation and should be reported as Subcontractor Administration in the Title V Budget.
- G. Consultant fees are limited to \$710 per day without prior DOL Grant approval.
- H. The Contractor shall ensure that of the total federal funds expended, not less than seventy-nine percent (79%) shall be spent for Participant Wages and Fringe Benefits.
- I. The Contractor is not required to budget On-the-Job Experience (OJE) training costs separate from other costs; costs shall be tracked during the Contract period in the Contractor's records.
- J. The Contractor may charge expenditures associated with participant assessment, training, job development, counseling functions, etc. to the Program Other category in the Title V Budget.
 - 1. Equipment/Property with a per unit cost between \$500 and \$4,999 requires justification and prior approval from the Department, and must be included in the CDA 35 Title V/SCSEP Budget.
 - 2. Equipment/Property with a per unit cost of \$5,000 or more requires justification and prior approval from the Department of Labor. The contractor must submit a detailed description list to be included in the CDA 35 Title V/SCSEP Budget within 30 days of contract issuance date. [2CFR200.33], [2 CFR 200.313] and [2 CFR 200.439].
- K. Senior Community Service Employment Program (Title V) Budget must be submitted in accordance with the Budget Instruction Package, as issued by CDA, before the start-up of each fiscal year. The (Title V) Budget must correlate with Title V SCSEP activities and functions, stipulated within the annual Title V SCSEP Application.

ARTICLE V. PAYMENT

- A. The Contractor shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

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ARTICLE V. PAYMENT (Continued)

- B. Payments will be made to reimburse expenditures reported unless payment method was established as a Request for Funds basis for the contract term at the time of contract execution.
- C. During the Contract period, the Contractor shall report quarterly accruals and monthly actual expenditures. [2 CFR 2900 14]
- D. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

ARTICLE VI. CLOSEOUT

- A. The Title V/SCSEP Financial Closeout Report (CDA 90) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors must submit to CDA Closeout Reports as instructed by CDA.
- B. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.