

SP-2122 Contract
Exhibit B – Budget Detail, Payment Provisions, and Closeout

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/Per Diem (meals and incidentals)/Lodging
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

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. [SCM 3.17.2.A(4)]

The Contractor agrees to include these requirements in all contracts it enters into 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.

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 those for 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]

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ARTICLE I. FUNDS (Continued)

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.

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 Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

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ARTICLE I. FUNDS (Continued)

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 the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
 - ii. Some contracts may be reduced by a greater amount than others, and
 - iii. The State shall determine at its sole discretion, the amount that any or all of the contracts shall be reduced for the fiscal year.

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 shall be identified as non-match cash. [2 CFR 200.305(b)(8)]

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ARTICLE I. FUNDS (Continued)

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.
 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.

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ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.
- E. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
 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 for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
 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(a)]

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ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

- F. When an expense benefits multiple programs including SNAP-ED, the Contractor must prorate costs shared by those multiple programs in a manner that reflects the proportionate benefit received by SNAP-ED.
- G. The Contractor must perform an inventory of current items when purchasing Nutrition Education Reinforcement Items.

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

No Program Income is required under the terms and conditions of this Agreement.

B. One-Time-Only (OTO) Funds

No One-Time-Only funding is associated with SNAP-Ed.

C. Matching Contributions

No match is required under the terms and conditions of this Agreement.

D. Administration

Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

E. Carry-Over/Carry-In

Unspent funds from the previous Federal Fiscal Year will be redistributed during the current Federal Fiscal Year.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The original Contract budget is due electronically to the Contractor's CDA Fiscal Team Specialist no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.
- B. The Contractor shall submit electronically the SNAP-Ed Budget and Budget revisions as instructed by CDA.
- C. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide SNAP-Ed services.

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

- D. Administrative costs are limited to ten percent (10%) of the federal allocation and should be reported as administration in the Budget, or as directed by CDA. Administrative Costs are the financial costs characterized by the following types of activities:
1. Dollar value of salaries and benefits associated with staff time dedicated towards the administration of SNAP-Ed.
 2. Cost of training for performing administrative functions like record keeping and accounting, etc.
 3. Cost of reporting SNAP-Ed activities.
 4. Indirect costs for those administrative staff not covered above.
 5. Other overhead charges associated with administrative expenses (i.e., space, human resource services, etc.).
- E. Allowable costs are costs that are reimbursable from federal program funds because they support SNAP-Ed and conform to Government-wide and SNAP specific guidelines.
- F. The original Budget form must be filled out in the California Department of Social Services SNAP-Ed SharePoint at https://cdss.sharepoint.com/sites/SnapEd_v1, as instructed by CDA.
- G. The Contractor shall submit electronically, a budget revision thirty (30) calendar days after receiving an amended SNAP-Ed Budget Display with changes in funding levels, unless otherwise instructed by CDA.
- H. In the event that programs are changed from direct services to contracted services or contracted services to direct services, the Contractor shall submit electronically a revised budget to CDA, prior to implementation of said change.
- I. The final date to electronically submit a revised budget is ninety (90) days prior to a program change from direct services to contracted services. The final revised budget shall be submitted no later than ninety (90) days prior to the end of the SNAP-Ed contract period unless otherwise specified by CDA. CDA will not accept any budget revision after the contract period has expired.
- J. Allocation Transfers
1. Requests to transfer funds from Program to Administration shall be submitted to CDA for approval with the original or revised Budget.
 2. Transfers of Administration to Program funds are allowable.

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

3. Approved transfers and Budgets will be incorporated by reference into the current Agreement.
4. Transfers of funds cannot be processed or approved after the end of the specified contract period.

K. 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 which exceeds ten percent (10%) of the total budget. [2 CFR 200.308(e)]
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.

ARTICLE V. PAYMENTS

The Contractor shall prepare and submit a monthly expenditure report and a request for reimbursement in an electronic format to CDA no later than the last business day of each month unless otherwise specified by CDA.

- A. During the Contract period, CDA will pay AAAs on a reimbursement basis.
- B. Upon execution of this Agreement, CDA will make monthly payments of SNAP-Ed funding to the Contractor.
- C. Expenditure Reports and Requests for Reimbursement will be processed based on approval of actual expenditures. CDA will notify the Contractor of a disputed expenditure.
- D. The Contractor shall submit timely expenditure reports to ensure payments are issued on time. Late expenditure reports may lead to a delay in payment until the following month and/or a monitoring finding.
- E. The 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.

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ARTICLE V. PAYMENTS (Continued)

- F. The Contractor shall monitor subcontractor SNAP-Ed budgets, expenditures, and any subsequent amendments and revisions to all budgets. Furthermore, the Contractor shall, monitor on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. [2 CFR Part 200, Subpart F Audit]
- G. CDA may require additional documentation or justification to support the financial reports submitted by the Contractor, upon written notice to the Contractor, until such time as CDA determines that the financial management standards are met.
- H. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the end of the Federal Fiscal Year (FFY).
- I. The Contractor shall ensure documentation of staff/personnel expenses are in accordance with OMB Guidance as specified in Exhibit D of the Agreement. [2 CFR 200 331 OMB Guidance Section 200.430]

ARTICLE VI. CLOSEOUT

- A. The SNAP-Ed Final Report of Expenditures Report (CDA 2003) shall be submitted annually to the CDA Fiscal Team. All contractors are required to submit Closeout Reports as instructed by CDA.
- B. Closeout reporting documents shall be addressed to the CDA Fiscal Team.
- C. 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 reimbursed 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 reimbursed amount, CDA will invoice the Contractor for the unspent funds.

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