

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A – Attachment 1, 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 total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than quarterly in arrears to:

Adriana Cervantes
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377-7377
Sacramento, CA 95899-7377

Electronic invoice submissions can be transmitted via email to STDLHJInvoices@cdph.ca.gov.

- C. Invoices shall:
- 1) Be prepared using the electronic invoice template provided by your CDPH Grant Manager. 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 under this Grant.
 - 2) Be submitted electronically. Mailed hard copies are not required.
 - 3) Bear the Grantee's name as shown on the Grant.
 - 4) Identify the billing and/or performance period covered by the invoice.
 - 5) 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.
- D. Invoices must be submitted no more than forty-five (45) calendar days after the end of each quarter unless a later or alternate deadline is agreed to in writing by the program Grant Manager.
- E. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

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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, or if the appropriated funds have been expended prior to the Agreement expiration date, 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 Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill 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 Grantee 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.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) 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.

5. Travel and Per Diem Reimbursement

- A. Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR 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. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

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- B. In accordance with California Assembly Bill 1887 (Chapter 687, Statutes of 2016), and Government Code Section 11139.8, travel is prohibited to states that, enact the following after June 26, 2015:
- a. A law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identity, or gender expression.
 - b. A law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression.
 - c. A law that creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression.

The [California Attorney General's](#) webpage lists the states to where travel is prohibited.

- C. The total budget amount for out-of-state travel shall not exceed five (5) percent of the total annual budget of this grant agreement.

6. Use of Funds/Supplanting

These funds shall be used to support innovative and impactful syphilis and congenital syphilis prevention and control activities, with a focus on disproportionately impacted populations as determined by local or regional syphilis and congenital syphilis epidemiology, which may include, but are not limited to, African American/Black people, Latinx people, American Indians/Alaska Native people, trans women, pregnant people experiencing homelessness or who use drugs, (e.g., people who exchange money for sex, drugs, or a place to stay), and gay, bisexual and other men who have sex with men (MSM). Funds shall be used to supplement, but not supplant, existing financial and resource commitments of the LHJs for sexually transmitted disease (STD) prevention and control activities. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to “replace” or “take the place of” existing local funding. For example, reductions in local funds cannot be offset by the use of any dollars for the same purpose.

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7. Proper Use of Funds

- A. The funds for this grant agreement **may be used** for:
1. Local health jurisdiction staff to support innovative and impactful syphilis and congenital syphilis prevention and control activities.
 2. Out-of-state travel to conferences and meetings, except to prohibited states as provided in 5.B. above. Travel costs may include travel and per diem for local leadership and other relevant staff (listed in the budget as in-kind support) to attend the Annual California STD HIV Controllers Association Membership Meeting, Annual STDCB Statewide Meeting (e.g., Congenital Syphilis Prevention Forum), National STD Prevention Conference, or other national forums as relevant. Prior written approval for out-of-state travel approval must be obtained from STDCB and shall not exceed five (5) percent of the total annual budget of this grant agreement.
 3. In-state travel to support local capacity building, except to prohibited states as provided in 5.B. above. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of Disease Intervention Workforce (e.g., Principles, Practices, and Pathways to Disease Intervention (3PDI), Phlebotomy, Cultural Humility), or other staff essential to syphilis and congenital syphilis prevention and control.
 4. Costs associated with syphilis testing, such as syphilis test kits, laboratory reagents, and other testing supplies.
 5. Syphilis treatment (i.e., Benzathine penicillin G, Doxycycline) and prophylaxis (i.e., DoxyPEP).
 6. Condoms.
 7. Pregnancy tests.
 8. Emergency contraception pills.
 9. Provider education materials.
 10. Client education materials.
 11. The purchase, lease, or other support of mobile testing units.
 - a. The Grantee shall only use said vehicles for the performance under the terms of this Agreement.
 - b. The Grantee agrees that all operators of motor vehicles, reimbursed by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
 - c. If any motor vehicle is reimbursed by CDPH under the terms of this Agreement, the Grantee, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Grantee's possession:
 - i. The Grantee, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor

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vehicle reimbursed with agreement funds by CDPH under the terms of this Agreement to the Grantee.

- ii. The Grantee shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Grant Manager.
- iii. The Grantee agrees that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement.
- iv. The Grantee agrees to provide at least thirty (30) days prior to the expiration date of said insurance coverage a copy of a new certificate of insurance evidencing continued coverage, as indicated herein for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- v. In the event the Grantee fails to keep insurance coverage as required herein in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.”

B. The funds for this grant agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:

1. Incentives such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other syphilis or congenital syphilis related incentives.
 - a. Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). The value of the incentive is limited to \$50.00 of merchandise per person per intervention (e.g. client attendance for syphilis treatment at \$25.00 for each Bicillin injection).
 - b. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution and client outcomes.
 - c. Incentives cannot be used for the purchase of alcohol, tobacco, firearms, lottery tickets or cannabis.
 - d. There is no prepayment for incentives. The LHJ will only be reimbursed for the amount of incentives distributed during each quarter.
2. Hotel/motel stays for people who are unstably housed during course of late syphilis treatment.
3. Transportation rides/vouchers/tokens for testing and/or treatment.
4. Material support items, including, but not limited to, sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, syphilis.
5. All items under this section are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in syphilis and congenital syphilis control and prevention activities. Receipt of these items requires action on the part of the recipient. The Grantee is responsible for the possession, security (e.g., will keep the BMMs and/or material support items and/or transportation rides/vouchers/tokens in a secure location), and accountability of all these items. The Grantee will prepare a log sheet that will track and identify each of these items, value, transfer date, and recipient.

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6. All items under this section must also comply with the provisions in Exhibit E, STD Local Assistance Funds – Standards and Procedures.
- C. The funds for this grant agreement **cannot** be used for:
1. Stuff We All Get (SWAG) - The purchase of free promotional items for health promotion events such as pens, mugs, t-shirts, posters, key chains, or bumper stickers. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.
 2. Individual prizes or high value incentives (e.g., iPads, iPhones).
 3. Cash incentives paid to an individual.
 4. Scholarships paid to an individual or a school on behalf of an individual.
 5. Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).
 6. Construction, renovation, improvement, or repair of property.
 7. The purchase of alcohol, tobacco, firearms, lottery tickets or cannabis.