

Budget Detail and Payment Provisions

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of Provider's invoices, the State agrees to compensate the Provider for actual expenditures incurred in accordance with Exhibit B-1, Bid Proposal and the rates specified herein on Exhibit B-2, Rate Sheet, which are attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Corrections and Rehabilitation
Healthcare Invoice, Data and Provider Services Branch
Attn: Invoice Processing Unit
For California Medical Facility (CMF)
P.O. Box 4038, Suite 330
Sacramento, CA 95812-4038

- c. Invoices shall be submitted using the first letter of the vendor's contracted name as designated in the timeframe below :

- (1) **1st of the Month: A – L**
- (2) **15th of the Month: M – Z**

See following examples to determine first letter of vendor name to use:

- (1) *Vision Medical Group: 15th of the month*
- (2) *Dr. John J. Smith: 1st of the month*

2. Budget Contingency Clause

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal 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 Provider, or to furnish any other considerations under this Agreement, and Provider shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Provider 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. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. Subcontractors

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Provider of Provider's responsibilities and obligations hereunder. The Provider agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Provider. The Provider's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Provider. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.