

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, Contractor Rate Request and the rates specified on Exhibit B-2, Rate Sheet.
- b. Invoices shall be submitted in triplicate not more frequently than monthly in arrears, and shall itemize each service provided. Invoices submitted for payment must be legible and accurate. Invoices that have been altered or are inaccurate and do not provide the information required will not be accepted and will be returned to the Provider for correction. (Refer to Exhibit A – Scope of Work for designated location for invoice submittal.)

Invoices submitted for payment shall include if Applicable:

- (1) Provider name, address and Agreement Number.
- (2) Attending Physician.
- (3) CDCR institution.
- (4) Copy of Prior Authorization signed by CDCR HCM/CMO or designee.
- (5) Inmate/Patient name and CDCR number.
- (6) Date of services.
- (7) Type of service.
- (8) ICD-9-CM Procedure Codes or CPT-4 Procedure Codes.
- (9) ICD-9-CM Diagnosis Codes.

In the event services are provided outside the institution at a community health facility, a copy of the pertinent inmate/patient record file must accompany the invoice.

- 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

For all Agreements, with the exception of Interagency Agreements and other governmental entities/auxiliaries that are exempt from bidding, 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.