

## **BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. INVOICING AND PAYMENT**

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the CDCR agrees to pay the Contractor for goods and services in accordance with the Budget Rate Sheet (Exhibit B-1), attached hereto and made a part of this Agreement.
- b. Invoices shall include the Agreement Number and shall be submitted in duplicate. Upon completion and acceptance of goods and/or services, but not more frequently than monthly in arrears, Contractor shall mail invoices to:

California Correctional Health Care Services  
IT Acquisitions  
P.O. Box 588500  
Sacramento, CA 95758  
Attention: Josie Proverbs

- c. Each invoice shall identify the type of goods delivered, type of service, date of service, and the cost as itemized in Exhibit B-1. Invoices shall be on the Contractor's letterhead, and include the Contractor's name, the CDCR contract number, and the invoice total.
- d. When applicable, each invoice shall include copies of the published price list from which replacement parts were ordered and the Contractor's Service Report for the service(s) being invoiced.

### **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 Contractor, or to furnish any other considerations under this Agreement, and Contractor 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 Contractor 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 Contractor of Contractor's responsibilities and obligations hereunder. The Contractor 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 Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.