

Exhibit B
Budget Detail and Payment Provisions

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.
2. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Contract Liaisons
Department of Health Care Services
Clinical Assurance & Administrative Support Division
MS 4506
P. O. Box 997436
1501 Capitol Avenue
Sacramento, CA 95899-7436

DHCS, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by DHCS and shall not require an amendment to this Agreement.

3. Invoices shall:
 - a. Be prepared on Contractor letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
 - b. Bear the Contractor's name as shown on the Agreement.
 - c. Identify the billing and/or performance period covered by the invoice.
 - d. Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by DHCS.
 - e. Report expenses attributed to DVBE subcontractors or DVBE suppliers at any tier (if any). This requirement only applies if your firm identified DVBEs for participation during the selection process.
 - f. Report expenses attributed to certified small business subcontractors and/or suppliers at any tier (if any). This requirement only applies if the Contractor identified certified small business firms for participation during the contractor selection process.

B. Budget Contingency Clause

1. 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, this Agreement shall be of no further force and effect. In this event, DHCS 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.

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2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. 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.

D. Amounts Payable

1. The amounts payable under this Agreement shall not exceed
\$2,781,000.00 for the budget period of 01/02/2019 through 10/02/2019.
2. Reimbursement shall be made for allowable expenses up to amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement.

E. Timely Submission of Final Invoice

1. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the following the Department's approval of the Final Report as referenced in the Appendix A, Scope of Work unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.
2. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.
3. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit _F)"** acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

F. Recovery of Overpayments

1. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by DHCS by one of the following options:
 - a. Contractor's remittance to DHCS of the full amount of the audit exception within 30 days following DHCS' request for repayment;

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- b. A repayment schedule which is agreeable to both DHCS and the Contractor.
- 2. DHCS reserves the right to select which option will be employed and the Contractor will be notified by DHCS in writing of the claim procedure to be utilized.
- 3. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of DHCS' demand for repayment.
- 4. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to DHCS, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of DHCS' notice requesting reimbursement of questioned audit costs or disallowed expenses.