

Exhibit B
Budget Detail & Payment Provision

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Vendor for rates and/or allowable costs specified therein.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate in arrears not more frequently than thirty (30) days. Each invoice, for the quarter, shall be submitted for payment no more than sixty (60) calendar days following the close of each quarter, and Invoices shall be submitted by the following dates:

Quarter	Invoice Submission Date
#1 - July 1 – September 30	November 1
#2 - October 1 – December 31	February 1
#3 - January 1 – March 31	May 1
#4 - April 1– June 30	August 1

Submit invoice to:

Janice Byers, Contract Manager
Janice.byers@cdph.ca.gov
Department of Public Health
Genetic Disease Screening Program
Newborn Screening Program
850 Marina Bay Parkway, F-175, Mail Stop 8200
Richmond, CA 94804

- C. Invoices shall:
 - 1) Be prepared on company 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 contract.
 - 2) Bear the Vendor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) 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 CDPH.

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5) See **Exhibit B, Attachment I, Sample Invoice.**

D. Rates Payable

The amounts payable for Special Care Centers are based on the services satisfactorily performed each year of this contract term as described in the following rate schedule:

<u>YEAR 1</u> <u>July 1, 2011 through June 30, 2012</u>	<u>PRICE PER</u> <u>COMPLETED CASE</u>
New Case Referral	\$650.00
Annual Patient Summary	\$250.00
 <u>YEAR 2</u> <u>July 1, 2012 through June 30, 2013</u>	 <u>PRICE PER</u> <u>COMPLETED CASE</u>
New Case Referral	\$650.00
Annual Patient Summary	\$250.00
 <u>YEAR 3</u> <u>July 1, 2013 through June 30, 2014</u>	 <u>PRICE PER</u> <u>COMPLETED CASE</u>
New Case Referral	\$650.00
Annual Patient Summary	\$250.00

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, this Agreement shall be of no further force

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and effect. In this event, the State shall have no liability to pay any funds whatsoever to Vendor or to furnish any other considerations under this Agreement and Vendor shall not be obligated to perform 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 Vendor 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 sixty (60) calendar days following the expiration or termination date of this agreement, 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 the State under this contract 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 Vendor fails to obtain prior written State approval of an alternate final invoice deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Vendor 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 the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this contract.

5. Fiscal Documentation

- A. Invoices, received from a Vendor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.

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- B. Vendor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all payment data claimed pursuant to this agreement.
- C. If the payment data cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices payment may be withheld or disallowed by the State. Upon receipt of adequate documentation supporting a disallowed or withheld payment, reimbursement may resume for the amount substantiated and deemed appropriately documented.

6. Additional Payment Provisions

- A. The Vendor will be paid in accordance with the approved budget for all referral and diagnosed cases.
- B. The Vendor cannot bill another party for services performed under this contract including, but not limited to, Medi-Cal, Children's Medical Services California Children's Services Program, parents, Insurance companies, Health Maintenance Organizations, or other third party.