

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET CONTINGENCY

It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract 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 Contract and Contractor shall not be obligated to perform any provisions of this Contract.

INVOICE AND PAYMENT

Payment for services performed under this contract will be made upon satisfactory completion of services rendered. The Contractor shall invoice the State upon successful completion of services, in arrears, and in triplicate.

All invoices must reference the contract number and be submitted to the Department Project Manager. The Department Project Manager will verify and approve, or disapprove, the invoice items.

Invoices must include a certification statement signed by the Contractor's financial manager, attesting to the accuracy of the invoice data.

If the Department does not approve the invoiced services, the invoice will be returned by the Department Project Manager and the Contractor will be notified. The Contractor must take timely and appropriate measures to correct or remedy the reason(s) for non-acceptance and demonstrate to the Department that the Contractor has successfully completed the scheduled work before payment will be made.

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.