# EXHIBIT B – PAYMENT AND BUDGET PROVISIONS

1. **INVOICING**
	1. **SUBMISSION OF INVOICES**
2. The Contractor shall submit itemized invoices to the User Agency contact person at the address contained in the User Agency’s User Agreement including, but not limited to:
3. MSA Number
4. Contractor’s Remit to Information
5. User Agency Bill to Information
6. Invoice Date
7. Invoice Total
8. Invoice Number
9. Billing Period (must be within the service period of Agreement)
10. User Agreement Number and Operation/Incident (Name or Number)
11. Address/APN where work has been performed
12. Work Order Number/Change Order, if applicable, for which the cost is authorized
13. Description of Agreement line item
14. Quantity/Hours of Agreement line item
15. Rate of Agreement line item, which shall not exceed the rates listed in Exhibit B.1 – Rate Sheet
16. Overall total of Agreement line item(s) (for services billed within invoice period)
17. Support Documentation – Legible scanned copies of all ICS 214 forms, if applicable. Tickets and other supporting documents relating to costs billed. Each ICS 214 form shall include detailed information to support the invoiced amount.
18. Contractor must submit all invoices to the User Agency upon ninety (90) days of Operational closeout.
19. The User Agency contact person will verify and approve, or disapprove, the invoiced items. If the User Agency does not approve the invoiced items, the invoice will be disputed and returned to the Contractor for correction.
20. **BILLING OPTIONS**
21. The User Agency using this MSA may have unique billing needs. The Contractor shall work with the User Agency to provide a billing system that meets the User Agency’s needs.
22. The Contractor agrees to provide quality assurance, examination services and resolve all deficiencies for all Contractor’s and Tribal Monitor’s invoices prior to submission to User Agency.
23. **TRIBAL MONITORING**

If Tribal Monitoring services are needed, User Agency approval is required before the Contractor can proceed.

1. User Agency shall direct Contractor to execute agreements with one or more Tribes. Each Tribe shall have a separate, predetermined Scope of Work given to the Contractor by User Agency. Each predetermined Scope of Work shall contain a predetermined amount of compensation that is the result of government-to-government consultations between a Tribe and the applicable government entity (such as the User Agency or a federal agency).
2. User Agency will compensate the Contractor the predetermined amount paid to Tribes as a result of the respective government-to-government consultations plus five (5) percent for oversight. The five (5) percent paid to the Contractor shall be the only compensation for the Contractor’s expenses to subcontract with a Tribe. Under no circumstances shall Contractor be eligible for additional compensation for work exceeding the predetermined, negotiated scope of work, nor shall Contractor be eligible for any other Contractor related expenses beyond the five (5) percent.Local governments may specify a different compensation mechanism for Tribal Monitoring.
3. Invoices for Tribal Monitoring shall include the items listed above in Section 1.A.1) unless otherwise specified by the User Agency.
4. Contractor shall pay Tribe(s) at regularly scheduled intervals based on Agreement(s) executed with Tribes. Contractor shall provide timely payment to Tribe(s) upon performance of monitoring at intervals and prorated amounts approved by User Agency. Contractor acknowledges that regular payments to Tribe(s) may not coincide with the User Agency’s typical timeframes for invoice submission.
5. **BUDGET CONTINGENCY CLAUSE**
	1. It is mutually agreed that if the State 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, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
	2. 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 the User Agreement with no liability occurring to the State or offer an Agreement Amendment to the Contractor to reflect the reduced amount.
6. **PAYMENT**

Payment for services performed under this Agreement will be made upon satisfactory completion of services rendered. The Contractor shall invoice User Agencies in arrears upon successful completion of services. Invoices for services are not due and payable, and do not constitute an obligation of the User Agency, until the month following the month for which charges are accrued.

1. **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).

1. **CONTRACTOR’S RESPONSIBILITY**

The Contractor shall be responsible for all work, and all persons and entities engaged in the performance of work, pursuant to this Agreement, including, but not limited to, employees, contractors, subcontractors, suppliers, and providers of services. The Contractor shall be responsible for responding to any claims, controversies, and disputes arising from its Agreement for work on the Operation(s), including the costs of attorney or legal fees. User Agency will not facilitate, mediate, or arbitrate disputes between the Contractor and another entity; nor will it determine responsibility for the performance of work. Additionally, in the event that User Agency determines the Contractor is responsible for any unapproved delay, loss, harm or other damages to User Agency, the Contractor shall immediately implement all measures directed by the Contract Manager to remedy the issue at the Contractor’s sole expense. User Agency reserves the right to retain withheld funds in order to remedy any unapproved delay, loss, harm or other damages it determines attributable to the Contractor.

1. **PAYMENT WITHHOLD**

The provisions for payment under the User Agreement may be subject to ten (10) percent withholding per invoice pursuant to Public Contract Code section 10346. The withheld payment amount will be included in the final payment to the Contractor and will only be released when all required work has been completed to the satisfaction of the User Agency.

The provisions for payment under the User Agreement may be subject to a ten thousand dollars ($10,000) withhold in accordance with Military and Veterans Code sections 999.5 and 999.7.

1. **DELAYS**

The User Agency, in support of the IMT, may direct by written notice Contractor’s staff to cancel work for a day or a portion of a day. This decision is at the sole discretion of the User Agency.

1. Cancelled Workday
2. In the event the User Agency, provides notice twelve (12) or more hours prior to scheduled start time(s) of a cancelled workday, the Contractor shall receive no compensation.
3. If the User Agency provides less than twelve (12) hours of written notice prior to scheduled start time(s) of a cancelled workday, but provides notice before Contractor begins work, the Contractor shall be compensated up to three (3) hours.
4. Partial Workday

If the Contractor staff is directed to stop work during a workday by the User Agency, the Contractor will be compensated according to the hourly rates established in Exhibit B.1 – Rate Sheet in accordance with the chart shown below.

For the purpose of this chart, work performed will be rounded to the nearest full hour.

| **Hours Contractor Actually Worked** | **Number of Hours User Agency May Pay Contractor**  |
| --- | --- |
| 0 | 3 |
| 1 – 2 | 4 |
| 3 – 4 | 5 |
| 5 | 5.5 |
| 6 + | Contractor’s Actual Hours Worked |