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(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed $20,000, with included sites listed below:

   Headquarters Office
   1601 Exposition Boulevard
   Sacramento, CA 95815

   Rancho Cordova Service Center
   10877 White Rock Road
   Rancho Cordova, CA 95670

   CalHEERS Field Office
   2329 Gateway Oaks
   Suite 100
   Sacramento, CA 95833

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to pay the Contractor in arrears for said services at a rate of $_____. per hour.

   No overtime or travel expenses shall be reimbursed under this Agreement.

   The Contractor shall submit an invoice supported by a brief progress report which summarizes both completed tasks and work in progress toward all contract deliverables.

3. Invoices shall include the Agreement Number and CFDA Code 93.525 and shall be submitted in triplicate not more frequently than monthly in arrears to:

   California Health Benefit Exchange
   Attn: Accounting
   1601 Exposition Blvd.
   Sacramento, CA 95815

   Invoices shall:

   a. Be prepared on agency/company letterhead. If invoices are not on agency/company letterhead, invoices must be signed by an

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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 the costs for the billing period in the same or greater level of detail as indicated in this Agreement. Only those costs and/or cost categories expressly identified as allowable in this agreement may be reimbursed.

Any invoices submitted without the above-referenced information may be returned to the Contractor for further re-processing.

B. Federal Funding and Qualified Health Plan (QHP) Assessment Contingency Clause

If the receipt of federal grant funds and the collection of fees assessed from QHPs are collectively not sufficient to provide the funds for this program, the Exchange shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the 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. Review

The California Health Benefit Exchange reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

E. Final Billing

Invoices for services must be received by the State within 30 days following each state fiscal, year, federal grant period (9/30/2016), or 30 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing." The final invoice must include a completed Form 700 Leaving Office Statement of Economic Interest properly completed for every Designated Filer in the Contractor's group. The final invoice will not be

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considered complete or accurate unless it is submitted with a Form 700 Leaving Office Statement of Economic Interest for Designated Filers. Further, a final invoice submitted without all of the required Form 700 filings will automatically be considered a "disputed" invoice. Disputed invoices are not subject to Government Code Section 927 prompt payment requirements until the dispute is resolved.

F. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.