**EXHIBIT B: PAYMENT PROVISIONS**

**for procurements under $250,000**

1. **COMPENSATION**

The Court shall pay the Contractor for Work performed under an agreement executed and resulting from this solicitation. Progress payments may be made for verifiable milestone deliverables (e.g. development, testing, training, implementation, etc.). Advance payments are not allowed except for annual maintenance and support.

1. **EXPENSES**

Except as expressly set forth in the solicitation documents and subsequent executed agreement, the Court is not responsible for any expenses, including but not limited to travel expenses, which the Contractor may incur in the performance of an agreement executed and resulting from this solicitation.

1. **INVOICING AND PAYMENT**
2. The Court shall have no obligations to pay for any work until one original, correct, and itemized invoice is received by the Court’s Financial Services department at the email address below:

AP@sb-court.org

1. The Court shall endeavor to remit payment within thirty (30) days from the Court’s approval of the original, correct, and itemized invoice. Each invoice shall be printed on Contractor’s standard printed bill form and shall include:
2. The agreement number (purchase order or contract);
3. Contractor’s name and address;
4. The nature of the invoiced charge;
5. The total invoiced amount; and
6. Such detail as in reasonably necessary to permit the Court to evaluate the work performed, including, if applicable, the number of hours worked and the applicable hourly rate.

Upon request from the Court, Contractor shall promptly correct any inaccuracy and resubmit the invoice.

1. The Court may withhold payment if the Contractor fails to perform in accordance to the terms of the agreement. In the event an invoice or other demand for payment is disputed, the Court may withhold the disputed portion of the payment. Upon Contractor’s request, the Court shall provide a written explanation of the disputed portion.