

## **PAYMENT AND REPORTING**

### **A. General Terms and Conditions:**

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or

combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

## **B. Advance Payments and Claiming Requirements:**

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

**Schedule A: Claiming Requirements**

<u>Claim Number</u>	<u>Claim Type</u>	<u>Claim Period</u>	<u>Due Date</u>
1	Advance	xx/xx/xxxx-xx/xx/xxxx	XX/XX/20XX
2	Quarterly Reimbursement	xx/xx/xxxx-xx/xx/xxxx	30 Days
3	Quarterly Reimbursement	xx/xx/xxxx-xx/xx/xxxx	30 Days
4	Quarterly Reimbursement	xx/xx/xxxx-xx/xx/xxxx	30 Days
5	Quarterly Reimbursement	xx/xx/xxxx-xx/xx/xxxx	60 Days

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor’s costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall

be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

#### **C. Refunds:**

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

#### **D. Progress Reporting Requirements:**

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below,

which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

**Schedule B: Progress Reporting Requirements**

**Period 1 : Month X, 20XX- Month X, 20XX**

<b>Progress Report</b>	<b>Report Type</b>	<b>Report Period</b>	<b>Due Date</b>
1	Work Plan Based	xx/xx/xxxx-xx/xx/xxxx	30 Days
2	Work Plan Based	xx/xx/xxxx-xx/xx/xxxx	30 Days
3	Work Plan Based	xx/xx/xxxx-xx/xx/xxxx	30 Days
4	Work Plan Based	xx/xx/xxxx-xx/xx/xxxx	60 Days

**E. Special Payment and Reporting Provisions**

**For All Grantees:**

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance- based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

- Contractors must submit all required fiscal reports, supporting documentation and program progress reports as required under Section D. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

2. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.
  
3. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see <http://www.criminaljustice.ny.gov/ofpa/applicantgrntfrms.html>). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in this Attachment. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting documentation as determined by the State Agency.**
  
4. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

[DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov](mailto:DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov)

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-

A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.