

APPENDIX - C
PAYMENT AND REPORTING SCHEDULE

- a. In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Temporary & Disability Assistance (OTDA) agrees to pay and the Contractor agrees to accept a sum not to exceed the dollar amount as stated and in accordance with the budget contained in Appendix B, which is attached hereto.
- b. To the extent permitted by Federal law and regulation, OTDA may, at its own discretion, make advance payments to the Contractor, up to 25%, upon the submission of sufficient justification therefore. Said advance may be eligible for payment only upon approval of this AGREEMENT by the Attorney General and by the Comptroller of the State of New York and upon the submission to OTDA by the Contractor of a properly executed State of New York Standard Voucher in a form acceptable to OTDA and to the Comptroller of the State of New York. Any unexpended advance balance at the end of the contract period will be refunded by the Contractor to OTDA. In the event either party terminates the contract prior to its expiration, the Contractor agrees to refund to OTDA immediately any advance balance then outstanding.
- c. OTDA agrees to pay the Contractor for expenses incurred in behalf of fulfilling this AGREEMENT, according to the budget contained in Appendix B and upon the submission of a properly executed State of New York Standard Voucher in a form acceptable to OTDA and to the Comptroller of the State of New York. These vouchers shall be submitted at least quarterly. OTDA agrees to submit each approved voucher to the Comptroller for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing and together with a justification therefor. The Contractor agrees to submit all vouchers to OTDA no later than thirty days following the completion or termination of this AGREEMENT. For purposes of Article XI-B of the State Finance Law, vouchers other than those for payment of advances are payable on the 45th day after the end of the vouchering period (monthly, quarterly or as defined in the payment schedule) if deemed acceptable by OTDA and Office of the State Comptroller, and if the contractor's voucher is received within 15 days after the end of said period. If the Contractor's voucher is received later than 15 days after the end of said period, then the voucher will be payable 30 days after receipt if deemed acceptable by OTDA and the Office of the State Comptroller.
- d. OTDA reserves the right to withhold up to 10% of any payment otherwise due under this AGREEMENT as security or the faithful completion of services under this AGREEMENT. Said amount is to be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT and the attachment thereto, a final voucher, the accounting for the advance payment made pursuant to this AGREEMENT, and upon certification, by the Contractor that it has completed its obligations and duties this AGREEMENT.

BUDGET REVISIONS

- a. The Contractor may make revisions to the budget contained in Appendix B Up to the amount of ten percent (10%) of any direct cost category item without prior approval of OTDA except that any budget decisions that affect changes in the work plan or staffing plan as contained in Appendices B and D shall require prior written approval of OTDA. The Contractor agrees, to submit any and all revisions made pursuant to this to OTDA's Contract Manager for informational purposes.
- b. Budget revisions in excess of ten percent (10%) of any budget item or which affect changes in the work plan or staffing plan shall be submitted in writing to OTDA's designated Contract Manager for approval accompanied by justification therefor. Any submission under this section shall contain as an attachment thereto, all prior budget revision submissions made to OTDA under this Section since the last approved revision under this section. OTDA's Contract Manager shall notify the Contractor in writing, of OTDA's approval of such budget revisions, or shall, also in writing, notify the Contractor of OTDA's disapproval and particularize the reasons for such disapproval.

DESIGNATED PAYMENT OFFICE

Program Office: NYS OTDA

Program Area: 40 North Pearl Street, 10-B

Address: Albany, NY 12243

Attn: NYSOSAH Program Manager