

**ATTACHMENT D-1
PAYMENT AND REPORTING SCHEDULE (INITIAL ADVANCE)**

I. PAYMENT AND CLAIMS PROVISIONS

In full consideration of contract services to be performed, the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

Contractor obligations or expenditures that precede the start date of the applicable Attachment B form (Budget) shall not be reimbursed. Contractor obligations or expenditures that occur after the end-date on the applicable Attachment B form (Budget) shall not be reimbursed.

A. Advance Payment and Recoupment Language:

1. The State agency will make one advance payment to the Contractor, in the amount of twenty-five percent (25%), for each program of the budget as set forth in the most recently approved applicable Attachment B form (Budget) within thirty (30) days of State Agency approval of the initial contract or any amendment thereafter.
2. Recoupment of any advance payment shall be recovered by crediting subsequent reimbursement claims until the advance is fully recovered within the contract period.
3. If upon completion or termination of this Master Contract, all advance payments have not been fully liquidated, the balance of such payments shall be paid by the Contractor to the State upon demand.

B. Interim and/or Final Claims for Reimbursement:

1. Claims for reimbursement may not be submitted more often than monthly for allowable costs. All invoices shall be submitted using the form identified by the State Agency and submitted to COVIDFundsVOUCHERS@oasas.ny.gov.
2. Valid claims for reimbursement that contain all required information will be paid within 30 days of receipt.
3. The Contractor shall submit claims for the budget periods specified in Attachment B. Such claims shall be for allowable costs incurred pursuant to the approved budget of record or any subsequently approved budget changes. Such claims shall be on the form identified by the State Agency. Records and documentation must be maintained by the Contractor to support all expenses incurred in performance of this Master Contract. Allowable costs are reasonable, necessary costs related to the provision of services as identified in the scope of work.
4. Billing invoices (i.e., claims for reimbursement) submitted to the State must contain all information and supporting documentation required by the Master Contract, and the State Agency. Line items require backup documentation (e.g., invoices and receipts) for expenditures. Salary expenditure documentation must include employee name, title, amount, and pay dates. Equipment

documentation must include receipt or other proof of purchase. Contractual services or other consultant documentation must include vendor invoice(s) which includes: person or organization paid, amount, and a brief description of the good/services purchased. Contractor acknowledges the State Agency may request additional documentation to support claimed amounts. Until complete documentation is received, no additional payments will be made.

5. Records and documentation must be maintained by the Contractor to support all expenses incurred in performance of this Master Contract. Contractor must comply with the most recent Administrative and Fiscal Guidelines for OASAS-Funded Providers in all regards, including recordkeeping and purchasing practices, unless otherwise stated. At the request of the State Agency, the Contractor must produce and provide any or all supporting documentation of a billing invoice and/or compliance with purchasing guidelines.
6. No claim for reimbursement of funds under this Master Contract shall be submitted later than forty-five (45) days after the end of such claiming period. In the event that due to a late submission of such a claim by the Contractor, the State is unable to process the claim for reimbursement before the lapsing of State appropriations governing the claiming period, then the State shall be deemed to have been discharged from its obligations under this Master Contract.
7. If the approved budget of the Contractor includes reimbursable payments to be made by the Contractor to a closely allied entity, the State reserves the right to withhold such reimbursement if complete and accurate information concerning such payments is not provided to the State Agency.
8. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the State Agency. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Information on electronic payments is available at www.osc.state.ny.us/state-vendors, by email at HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7717. It is the Contractor's responsibility to maintain correct and up-to-date information within the Vendor Portal of the Statewide Financial System (SFS) to ensure payments are accurately processed.
9. It is expressly understood that all payments to the Contractor and all payments by the Contractor to subcontractors, if any, made pursuant to this Master Contract are subject to audit by the State and/or agencies or contractors of the federal government. The Contractor and all subcontractors agree to cooperate fully in any such audit and understand that any failure to so cooperate may be considered a breach of contract and result in withholding of funding or termination of this Master Contract.
10. In no event shall the procedures under this section result in any payment in excess of the Contract Funding Amount.

II. REPORTING PROVISIONS

A. Expenditure-Based Reports:

1. Final Report:
The Contractor will submit the final report using the form identified by the State Agency no later than 45 days after the end of the contract period.

B. Other Reports:

1. The Contractor shall provide any and all additional reports in accordance with the form, content and schedule as required by the State Agency.

III. PROGRAM BUDGET

- A. The Attachment B form(s) (Budget) represents the approved budgeted expense lines and maximum award amount for the period(s) indicated and is the “budget of record” approved by the State Agency. The budget of record may be modified only with specific State approval. All requests for budget modifications must be on forms supplied by or approved by the State Agency.
- B. The parties further understand that any and all amounts specified in this Master Contract are subject to the provisions of Section I.A of the Master Contract STANDARD TERMS AND CONDITIONS.

IV. CONSIDERATION

- A. The Contractor agrees that it shall conform to the terms of the approved budget and to all applicable provisions of the federal, State and local laws, and customary prevailing governmental practices and standards.
- B. In the event that the program of the Contractor includes activities to be conducted through subcontracts with other public or private agencies or other separately identified program activities; the parties agree that the stated Contract Funding Amount and the Total Funding amounts specified as the monetary consideration for this Master Contract includes any amounts intended for each subcontractor, but only to the extent that the same are approved by the State Agency. It is agreed to by the parties that payments pursuant to this Master Contract made to any subcontractor may require the submission by the Contractor of evaluative and such other data with respect to each subcontractor in a manner and form as shall be required by the State Agency.
- C. Nothing herein shall serve to increase the Contract Funding Amount on the Face Page of this Master Contract. The Contractor agrees that in no event shall the funds provided by the State under this Master Contract be used to substitute, supplant, or duplicate other available funds for Contractor costs and services.