Attachment 15: Sample Appendix C-2 – WIC VMA Payment and Reporting Schedule

APPENDIX C-2

WIC VMA PAYMENT AND REPORTING SCHEDULE

I. PAYMENT AND REPORTING TERMS AND CONDITIONS

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent year, in an amount to be determined by the STATE but not to exceed **one sixth (1/6)** of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or, if renewed, in the year identified in the Appendix X, OR

- if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that the STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- the end of the first monthly period of this AGREEMENT; or

- if this contract is wholly or partially supported by federal funds, availability of the federal funds;

provided, however, that a proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and canceled.

D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program work plan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix, below. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

F. The CONTRACTOR shall submit to the STATE monthly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located at the applicable address listed below:

NYS Department of Health
Division of Nutrition, WIC Program
Riverview Center
150 Broadway, FL6 West
Albany, New York 12204-2719

NYS Department of Health
Division of Nutrition, WIC Program
Capital District Field Office
Frear Building
2 Third Street
Troy, New York 12180

NYS Department of Health
Division of Nutrition, WIC Program
Western Field Office
Triangle Building
335 East Main Street
Rochester, New York 14608

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 45 days after the end date of the month for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual disbursements by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual disbursements. All contract advances in excess of actual disbursements will be recouped by the STATE prior to the end of the applicable budget period.

G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this AGREEMENT.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of

living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. PROGRESS AND FINAL REPORTS

Specific Deliverables

The WIC Vendor Management Agency will have responsibility for the following required deliverables and all associated tasks. These deliverables must be submitted in accordance with specified WIC Program requirements and timeframes to the Regional Office, unless otherwise indicated.

Monthly Reports

Deliverable 1: **Monthly Budget Statement and Report of Expenditure (BSROE) and Voucher** – submit by close of business 45 days after the end of the reporting period.

Deliverable 2: **Monthly Personnel Vacancy Report** – submit concurrent with the monthly voucher.

Annual Reports or Plans

Deliverable 3: **"Closeout" or supplemental vouche**r – submit by close of business (15th of November) (or the last business day before November 15).

Deliverable 4: **Biennial Self Assessment** – submit as specified in WIC VMA Directive.

Deliverable 5: **WIC VMA Time Motion Study** – submit as specified in WIC VMA Directive.

Deliverable 6: **WIC Vendor Management Agency Corrective Action Plan** – submit as required by Management Evaluation Final Report.

Deliverable 7: **A-133 Single Audit Report** – as required by Appendix A-1. Submit to the DOH Audit Clearinghouse, the Federal Single Audit Clearinghouse and DOH Division of Nutrition Bureau of Administration and Evaluation.