Attachment 16: Sample Appendix C-3 – CSFP Payment and Reporting Schedule

APPENDIX C-3

CSFP 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 PERIOD, 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 PERIOD 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 cancelled.

D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program Workplan, 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 in the

New York State Department of Health
Division of Nutrition
Bureau of Supplemental Food Programs
Riverview Center, 6th Floor West
150 Broadway
Albany, NY 12204-2719

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than **forty-five (45)** days after the end date of the period 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 expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures 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 local agency will have responsibility for the following required deliverables and all associated tasks. These deliverables must be submitted in accordance with specified CSFP requirements and timeframes.

Monthly Reports

Deliverable 1: **Monthly Budget Statement and Report of Expenditures (BSROE) and Voucher** – submit to the Central Office 45 days after the end of the reporting period.

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

Deliverable 3: **Monthly Report of Participation** broken down by participant category for all participants that were not entered on FANIS (manual shopping lists) – submit to the Central Office 5 days after the end of the month.

Deliverable 4: **Monthly Report of Participation** broken down by participant Race/Ethnicity for all participants that were not entered on FANIS (manual shopping lists) - submit to the Central Office 5 days after the end of the month.

Deliverable 5: **Monthly Report of Commodity pack dates** for all commodities kept at each site - submit to the Central Office 5 days after the end of the month.

Annual Reports

Deliverable 6: **Annual Nutrition Education Plan** for the next fiscal year – submit to the Central Office on the 1st of July.

Deliverable 7: **Closeout or supplemental voucher** – submit to Central Office by the close of business on the 15th of November (or the last business day before November 15).

Deliverable 8: **Annual Racial/Ethnic Report (USDA report FNS-191)** for all participants that were not entered on FANIS (Manual shopping lists) - submit to the Central Office on the 15th of May.

Deliverable 9: **Local Agency Corrective Action Plan** – submit to the Central Office as required by Management Evaluation Final Report.

Deliverable 10: 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.

Deliverable 11: **Farmers' Market Nutrition Program Coordinator Evaluation form** – submit to the Central Office as required by the letter to Coordinators.