

APPENDIX C (PAYMENT AND REPORTING SCHEDULE)

A. PAYMENT OF FUNDS

The parties agree that the STATE shall make an advance payment to the CONTRACTOR on or about the start of the contract period. This advance payment amount shall not exceed one-fourth (1/4) of the total contract amount designated in APPENDIX B (BUDGET). The STATE shall make subsequent advance payments to the CONTRACTOR, in amounts not to exceed one-fourth (1/4) of the maximum reimbursable amount designated in APPENDIX B (BUDGET) on or about the first day of each calendar quarter of the contract term, upon receipt from the CONTRACTOR of an appropriate voucher and upon the determination of the STATE that the CONTRACTOR is in conformance with the requirements of this AGREEMENT.

The parties agree that the STATE may offset against the maximum reimbursable amount designated in APPENDIX B (BUDGET), or may reduce the amount of any advance payment to the CONTRACTOR by, an amount by which any previous payment made to the CONTRACTOR by the STATE pursuant to this or any other AGREEMENT exceeded actual expenditures by the CONTRACTOR for any relevant period.

The parties agree that in the event this AGREEMENT is amended to increase the maximum reimbursable amount designated in APPENDIX B (BUDGET), the STATE may make a separate payment to the CONTRACTOR in the amount of the increase or add the amount of the increase to the next advance payment.

The parties agree that all payments to the CONTRACTOR are subject to audit by the State Comptroller and the STATE.

B. REPORTING REQUIREMENTS

The parties agree that the CONTRACTOR shall submit written program and financial reports in such form and in such frequency as may be specified by the STATE

Financial Reporting

For the three-month period ending December 31st, and for each three-month period thereafter, the CONTRACTOR will submit, within thirty (30) days of the end of each three-month period, a Fiscal Cost Report (FCR) detailing expenditures made in support of the program. A fourth and final quarterly FCR must be submitted within sixty (60) days of the end of the twelve-month period designated in APPENDIX B (BUDGET), i.e. by November 30th. All expenses must be incurred by the last day of the twelve-month period designated in APPENDIX B (BUDGET), i.e. by September 30th. All expenses must be paid within sixty days of the end of the twelve-month period designated in APPENDIX B (BUDGET), i.e. by November 30th.

Performance Reporting

Monthly Objective Reports are due within ten (10) days from the close of each month. Quarterly Statistical Reports are due within twenty (20) days from the close of each three-month reporting period. Individual Monthly Objective Reports and Quarterly Statistical Reports must be submitted for each location designated in APPENDIX D (PROGRAM GOALS AND OBJECTIVES).

C. TERMINATION OF AGREEMENT

The parties agree that within sixty (60) days of the termination of this AGREEMENT for any reason the CONTRACTOR shall provide to the STATE a final written financial report in the form prescribed by the STATE.

The parties agree that acceptance by the CONTRACTOR of an amount certified by the STATE as a final payment upon the termination of this AGREEMENT shall operate to release the STATE from all claims by the CONTRACTOR arising from this AGREEMENT.

The parties agree that upon the termination of this AGREEMENT the CONTRACTOR shall pay to the STATE the amount of any funds received by the CONTRACTOR pursuant to this AGREEMENT determined by the STATE not to have been expended by the CONTRACTOR in accordance with this AGREEMENT.