DEPARTMENT OF HEALTH

CONTRACT PAYMENT PROVISIONS

The Department agrees to pay the Contractor for services rendered pursuant to this Agreement as follows:

A. Subject to the availability of State funds and the other terms and conditions of this Agreement, the Department will reimburse Contractor in accordance with the fee schedule, APPENDIX C.

B. Payment to the Contractor made in accordance with the fee schedule set forth in APPENDIX C as follows:

1. Payments will be made monthly upon submission of an itemized invoice for services rendered pursuant to this Agreement using the invoice format in Attachment 1 (Head Injury Program Invoice – Fee for Service), Attachment 2 (Head Injury Program Invoice – Per Diem) and/or Attachment 3 (Head Injury Program Invoice Pre-admission Assessment) to this Appendix. The Department shall have the right to disapprove any expenditure made by the Contractor that is not in accordance with the terms of this Agreement and adjust any payment to the Contractor accordingly. The Department will reimburse only for those services which are listed on the Fee Schedule (Appendix C), and which are delivered by Contractors who have an Agreement with the Department for the provision of post-acute traumatic head injury rehabilitation services. The Contractor may sub-contract with another entity for the provision of services if prior written authorization is granted by the Department as stated in Appendix D, Standard General Terms and Conditions (Rev. 6/01).

2. The Contractor shall bill the Department at the current approved rate as indicated on the Fee Schedule, less any third party payment and the client's share. Reimbursement shall not exceed the amount indicated on the Fee Schedule, less third party payments and payments from the client for his/her share.

3. An original invoice and a detailed accounting itemized in accordance with the fee schedule shall be sent by the Contractor directly to Department of Health, Head Injury Program, 7th Floor East Wing, 7th & Forster Streets, Harrisburg, PA 17120. Invoices shall show the SAP Vendor number, SAP Document number, Federal identification number, date when submitted, name of person preparing invoice, billing period, date services were provided, and total invoice amount.

4. Unless otherwise specified elsewhere in this Agreement, the following shall apply: Contractor shall submit monthly invoices within 45 days from the last day of the month within which the work is performed. The final invoice shall be submitted within 45 days of this Agreement's termination date. The Department will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless the Department agrees to an extension of these requirements in writing. Contractor shall be reimbursed only for services acceptable to the Department.

5. The Department, at its option, may withhold the last 20% of reimbursement due under this Agreement, until the Project Officer has determined that all work and services required under this Agreement have been performed or delivered in a manner acceptable to the Department.

6. The Department is the payer of last resort under this Agreement. The Contractor shall seek reimbursement from all other federal and state programs for which the client may be eligible and, all third party payors including, but not limited to, private insurers, before billing the Department. If the payment provided by another payer is, by law or agreement, accepted by the Contractor as payment in full (e.g., Medicaid or Medicare or any other payer with whom the Contractor has such an agreement), the Contractor shall not bill the Department or client for services provided to the client.

7. The Contractor shall not bill eligible clients, in part or in full, for any services listed on the Fee Schedule except when the Contractor is so instructed in writing by the Department. If the Contractor submits invoices to the Department for clients who are expected to share in the cost of services, the Department will reject those invoices in whole or in part, and the Contractor will then be instructed in writing by the Department to bill the client in whole or in part accordingly.

8. The Department will reimburse Contractors for mileage according to the Commonwealth established rate for Transportation in accordance with Appendix G. This mileage may be incurred in the course of traveling to/from a meeting with a client who may not be able to travel to the provider or in transporting a client to HIP-reimbursable rehabilitation services approved via the rehabilitation service plan.

9. The Department will not reimburse Contractors for lodging, parking, tolls, telephone calls, subsistence, copying, faxing, postage, or invoice preparation. Other non-reimbursable services include:

   Intra-agency meetings (meetings that take place among staff of the same agency) such as staff meetings, case conference, internal progress/planning meetings.

   Intake and clerical functions such as eligibility determination or routine, ongoing scheduling of appointments for other intra-agency staff.

   Assigning or supervising direct service staff.

   Missed appointments with the family/caretaker and client or the service provider(s).

   Record keeping or medical documentation activities.

10. In the event a payment is received from another payor for a service that has been paid by the Department, a reimbursement check for the whole or part of the amount of the Department's payment, as appropriate, shall be made payable to the "Commonwealth of Pennsylvania – Head Injury Program" and mailed to the address to which invoices are to be sent, above. The name of the client, social security number, date of service, description of service, PPA number, and amount paid by the Department shall accompany each reimbursement check. Refunds to the Department as a result of overpayment or collection from another source of payment shall be refunded to the Department by the Contractor within thirty (30) days of the Contractor's receipt of excess payment.

11. The Department may prospectively amend or revise the head injury rehabilitation services invoice and the requirements stated herein, in writing, by notifying the Contractor at least thirty (30) days in advance by first class U.S. mail of such changes. Such changes are incorporated herein by reference as of their effective dates.

C. This Agreement is subject to audit in accordance with the Audit Requirements of APPENDIX E.

(Revised 4/05)