

RFA# 67-150

Appendix B

PAYMENT PROVISIONS

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

- A. Subject to the availability of state and Federal funds and the other terms and conditions of this Contract, the Department will reimburse the Contractor in accordance with Appendix C, LTC Quality Investment Pilot Application and Budget and any subsequent amendments thereto, for the costs incurred in providing the services described in this Contract.
- B. This Contract may span several state fiscal periods; therefore, the Department is obligated to pay no more than the dollar amounts indicated on Appendix C, LTC Quality Investment Pilot Application and Budget.
- C. Payment to the Contractor shall be made in accordance with Appendix C, LTC Quality Investment Pilot Application and Budget and any subsequent amendments thereto, as follows:
 - 1. The Department shall have the right to disapprove any expenditure made by the Contractor that is not in accordance with the terms of this Contract and adjust any payment to the Contractor accordingly.
 - 2. In order to provide adequate cash flow, 80% of this funding will be provided to the Contractor upon complete execution of the Contract. State and Federal funds received under this Contract shall be promptly deposited by the Contractor in an insured interest-bearing account. All interest income derived by the Contractor from the use of state and Federal funds during the Contract shall be utilized to provide additional services pertaining to the project funded by this Contract.
 - 3. Final payment (the remaining 20%) will be made upon completion of the Contract.
 - 4. Documentation supporting that expenditures were made in accordance with the Contract Budget shall be sent by the Contractor to the Department's Project Officer. The Department's Project Officer may request any additional information deemed necessary to determine whether the expenditures in question were appropriately made. The adequacy and sufficiency of supporting documentation is solely within the discretion of the Project Officer.
 - 5. The Department, at its option, may withhold the last 20 percent of reimbursement due under this Contract, until the Project Officer has determined that all work and services required under this Contract have been performed or delivered in a manner acceptable to the Department.
 - 6. The Commonwealth will make payments through the Automated Clearing House (ACH). Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have already submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). Within 10 days of the Grant award, the Grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The Grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.

- a. It is the responsibility of the Contractor to ensure that the ACH information contained in SRM (for Contracts or Purchase Orders) or in the Commonwealth's Master Database (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - b. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.
- D. The Department's determination regarding the validity of any justification or of any request for approval under this Appendix B (Payment Provisions) is final.