

RFA# 67-62

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 Contractor in accordance with Appendix C, 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 for each state fiscal year (SFY), for the periods of time indicated on the Budget, Appendix C. This shall not prohibit the Department from exercising its discretion to move funds unspent at the end of the SFY from one SFY to another to pay for services provided with separate written Department approval and in accordance with this Contract.
- C. Payment to the Contractor shall be made in accordance with the Budget set forth in Appendix C, 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. Payments will be made monthly upon submission of an itemized invoice for services rendered pursuant to this Contract using the invoice format in Attachment 1 to this Appendix.
 3. An original invoice shall be sent by the Contractor directly to the address as listed in Attachment 1 to this Appendix. Documentation supporting that expenditures were made in accordance with the Contract Budget shall be sent by the Contractor to the Department's Project Officer.
 4. The Contractor has the option to reallocate funds between and within budget categories (Budget Revision), subject to the following criteria:
 - a. General Conditions for Budget Revisions
 - i. *Budget Revisions At or Exceeding 20%.*
 - A. The Contractor shall not reallocate funds between budget categories in an amount at or exceeding 20% of the total amount of the Contract per budget year as set forth in Appendix C Budget, and any subsequent amendments thereto, without prior written approval of the Department's Project Officer.
 - B. The Contractor shall request prior written approval from the Department's Project Officer when the cumulative total of all prior Budget revisions in the budget year is 20% or greater of the total amount of the Contract per budget year.
 - C. Reallocations at or exceeding 20% of the total amount of the Contract per budget year may not occur more than once per budget year unless the Department's Project Officer finds that there is good cause for approving one additional request. The Project Officer's determination of good cause shall be final.
 - ii. *Budget Revisions Under 20%.* The Contractor shall notify the Department's Project Officer of any Budget Revision under 20% of the total amount of the Contract per budget year in writing, but need not request Department approval, except as provided for in Paragraph 4(a)(i)(B) above.
 - iii. The Contractor shall obtain written approval from the Department's Project Officer prior to reallocating funding into a previously unfunded budget category or prior to eliminating all funding from an existing budget category, regardless of the percentage amount.
 - iv. The Contractor shall provide the Department's Project Officer with notice or make a request for

approval prior to the submission of the next invoice based on these changes.

- v. At no time can Administrative/Indirect cost rates be increased via a Budget Revision.
- b. Budget Revisions Relating to Personnel
- i. Any change to funds in the Personnel Category requires the approval of the Department's Project Officer, and any such change at 20% or over as set forth in Paragraph 4(a) shall be counted as one Budget Revision under that paragraph.
 - ii. The Contractor may not reallocate funds to, or move funds within, the Personnel Services Category of the Budget (Appendix C), and any subsequent amendments thereto, to increase staff personnel or fringe benefit line items unless one of the following circumstances apply:
 - A. The Contractor is subject to a collective bargaining agreement or other union agreement and, during the term of this Contract, salaries, hourly wages, or fringe benefits under this Contract are increased because of a renegotiation of that collective bargaining agreement or other union agreement. The Contractor shall submit to the Department's Project Officer written documentation of the new collective bargaining or other union agreement, which necessitates such reallocation.
 - B. The Contractor is unable to fill a position that is vacant or becomes vacant at or after the effective date of this Contract. The Contractor shall submit to the Department's Project Officer written justification for the request to increase rates and reallocation of funds in connection with filling such a position in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the Contract, as well as the Contractor's inability to fill the position at the existing rates. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area. No increase relating to a position may exceed 10% of the original rate.
 - C. The Contractor is unable to perform the work of the Contract with the existing positions, titles or classifications of staff. The Contractor may add or change a position, title or classification in order to perform work that is already required. The Contractor shall submit to the Department's Project Officer for his or her approval written justification for the request to increase rates and reallocation of funds in connection with changing or adding a position, title or classification, in sufficient detail for the Department to evaluate the impact of that reallocation on the performance of the work of the contract, as well as the Contractor's inability to fill current position. Justification may include, for example, documentation of salaries for the same or similar positions in the same geographic area. No increase relating to an addition or change may exceed 10% of the rate for the original position.
 - iii. The Department's determination regarding the validity of any justification is final.
 - iv. All increases are subject to the availability of funds awarded under this Contract. The Commonwealth is not obligated to increase the amount of award.
 - v. This paragraph is not intended to restrict any employee from receiving an increase in salary based on the employer's fee schedule for the job classification.
5. Unless otherwise specified elsewhere in this Contract, the following shall apply. Contractor shall submit monthly invoices within 30 days from the last day of the month within which the work is performed. The final invoice shall be submitted within 45 days of the Contract'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. The Contractor shall be reimbursed only for services acceptable to the Department.
6. 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.

7. The Commonwealth will make payments through the Automated Clearing House (ACH) Network. The Pennsylvania Electronic Payment Program (PEPP) establishes the Automated Clearing House Network as the preferred method of payment in lieu of issuing checks. The PEPP enrollment form may be obtained at: www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf and can be completed online, as applicable.
 - a. Within 10 days of award of the Contract or Purchase Order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM). At the time of submitting ACH information, the Contractor will also be able to enroll to receive remittances via electronic addenda. Within 10 days of award of the Grant Agreement, the Contractor must submit or must have already submitted its ACH information and electronic addenda information, if desired, to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - b. The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
 - c. 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 Central Vendor Master File (for Grant Agreements) is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - d. In the event this language conflicts with language contained elsewhere in this agreement, the language contained herein shall control.