

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH
ACQUIRED BRAIN INJURY REHABILITATION SERVICES 18-20
PARTICIPATING PROVIDER AGREEMENT

I, the undersigned (hereinafter referred to as "Provider" or "Contractor"), in consideration of being registered by the Pennsylvania Department of Health, Acquired Brain Injury Program (hereinafter referred to as "Department" or "ABIP"), as a participating provider, do hereby agree to be legally bound as follows: I offer to and shall provide special health services (as listed in Appendix C) for the Department to ABIP-eligible individuals in accordance with the restrictions indicated in this Agreement and on the individual's ABIP funding approval letter, and shall make reports to the Department concerning such services, and shall accept compensation therefore in accordance with reimbursement policies and rates established in Appendix C by the Department and with the terms and conditions incorporated in and made a part of this Agreement. This Agreement is effective as of _____ and is made pursuant to 35 P.S. 6934 (e), and shall continue in effect, unless otherwise terminated according to the terms and conditions of this Agreement, until _____.

The following appendices are incorporated as part of this Agreement:

- (1) Appendix A - Contractual Conditions and Attachments 1, 2, 3, 4, 5 and 6
(2) Appendix B - Payment Provisions and Attachments 1 and 2
(3) Appendix C - Fee Schedule
(4) Appendix D - Program Specific Provisions

The following documents are incorporated by reference into and made a part of this Agreement. The Provider acknowledges having reviewed a copy of the following documents, which are available at http://www.health.pa.gov/vendors. The Provider agrees to comply with the terms of these documents:

- (1) Standard General Terms and Conditions (Rev. 3/15)
(2) HIPAA Business Associate Agreement and Attachment 1 (Rev. 5/13)
(3) Commonwealth Travel and Subsistence Rates (Rev. 4/15)
(4) Maternal and Child Health Block Grant Provisions (Rev. 12/05)

The parties, intending to be legally bound to the provisions set forth herein, hereby affix their signatures to this Agreement:

APPROVAL FOR DEPARTMENT OF HEALTH:

By: _____
Agency Head (or designee) Date
Pennsylvania Department of Health

APPROVED AS TO FORM AND LEGALITY:

By: _____
Office of Legal Counsel Date
Pennsylvania Department of Health

By: _____
Office of General Counsel Date
Commonwealth of Pennsylvania

By: _____
Office of Attorney General Date
Commonwealth of Pennsylvania

CONTRACTOR:

Provider's Name _____

Office Address _____

City State Zip _____

County _____

Area Code - Telephone Number _____

Billing Address (if different from above) _____

Street _____

City State Zip _____

TYPE LICENSE _____

LICENSE NO. _____

FID. I.D. #/SS # _____

SAP Vendor # _____

(If the contractor is a corporate entity, please have either the president or vice-president and either the secretary/assistant secretary or treasurer/ assistant treasurer of the corporation sign. In lieu thereof, please enclose documentation, e.g., bylaws, board minutes, etc., designating what authority, the signatory has to execute contracts on behalf of the corporation.)

Signed _____

Print Name _____

Title _____

Date _____

AND

Signed _____

Print Name _____

Title _____

Date _____

APPENDIX A

CONTRACTUAL CONDITIONS

I. SERVICES

1. The Department agrees to reimburse the Contractor for the provision of post-acute acquired brain injury rehabilitation services the Department deems to have been provided to the satisfaction of the Department and in accordance with standards set forth in this Agreement. Any changes to this Agreement must be in written amendments that are signed by both the Contractor and the Department. The Contractor shall provide the services as defined in this Appendix A and listed in the Fee Schedule (Appendix C).
2. This Agreement is funded by the Title V Maternal and Child Health Services Block Grant.
3. The Contractor acknowledges by execution of this Agreement that the Contractor is a “provider” as defined in the Department’s Acquired Brain Injury Program Guidelines (Appendix A, Attachment 1).
4. Eligibility – The Department will determine eligibility for services. Applicants for the program shall be Pennsylvania residents between the age of 18 to 20 years old. Once the individual has turned 21, they are no longer eligible for the program and will be discharged from services. Income limit for the Acquired Brain Injury Program is within 300% of the Federal Poverty Guideline.
5. Funding/Time Limits - The Contractor shall provide outpatient, day, or home-based services and routine case management services, in a combination as may be indicated in the rehabilitation service plan and the discharge plan, for up to a maximum of one year or up to a maximum amount of \$50,000.
6. Assessment Period - Services as defined below may be provided by the Contractor, and billed according to the Assessment Fee Schedule, for applicants who are both determined to be eligible for assessment by the Department or its specifically authorized agents and are referred to the Contractor by the Department or its specifically authorized agents. A Pre-admission Assessment is conducted for all applicants. Routine Case Management Services (Section #8, below) and Transportation (Section #9, below) may also be provided by the Contractor during the Assessment Period.
7. Pre-admission Assessment – An assessment performed by a qualified clinician or a team of clinicians with experience in cognitive, vocational, and behavioral rehabilitation. This assessment shall take place during a face-to-face meeting with the client during which information must be gathered to sufficiently complete:
 - a. The Pre-admission Assessment Form (Appendix A, Attachment 2);
 - b. A Mayo Portland Adaptability Inventory (Appendix A, Attachment 3);
 - c. A Rehabilitation Service Plan (Appendix A, Attachment 4);
 - d. A Monthly Charge Estimate (Appendix A, Attachment 5); and,
 - e. The Client-Provider Agreement (Appendix A, Attachment 6).

8. Rehabilitation Period / Outpatient Services Billable - Rehabilitation services as defined below may be provided by the Contractor on an outpatient, day, or home-based basis and billed according to the Rehabilitation Period / Outpatient Fee Schedule for clients whose rehabilitation service plan has been approved in writing by the Department. These services may be provided only for rehabilitation purposes related to the client's brain injury and consistent with the rehabilitation service plan. Routine Case Management Services (Section #8, below) and Transportation (Section #9, below) may also be provided by the Contractor during the Rehabilitation Period.
 - a. Assisted Neurobehavioral Therapy - Services that focus on the development of a comprehensive behavior plan which integrates therapy evaluations, psychiatric and neuropsychiatric recommendations that focus on the elimination or minimization of target behaviors and the development of replacement behaviors. The structure and support necessary to maintain these skills are identified so that the individual is able to move on to a less intensive environment. For mood instability, the focus of treatment may include medication management, behavioral interventions, therapy assessments and treatment to develop the structure and support necessary to maintain stability so that the person is able to move on to a less intensive environment.
 - b. Cognitive Rehabilitation Therapy (CRT) - Services that focus on the (re) attainment of cognitive skills lost or altered because of neurological trauma. The aim of treatment is the enhancement of the client's functional competence in real-world situations. The process includes (re) attainment of skills through direct retraining, use of compensatory strategies, and use of cognitive orthotics and prostheses. CRT is provided to neurologically impaired individuals who indicate a sufficient level of recovery to benefit from such services and is carried out through direct services to clients to assess cognitive areas, target goals, select tasks and strategies, and monitor progress.
 - c. Assistive Community Integration – Services including, but not limited to: medication management; money management; maintenance of the living environment; social skills training; appropriate use of community services; community mobility; and maintenance of health. Life-skills training shall be consistent with the goals of the rehabilitation plan.
 - d. Psychology - Services that focus on understanding the interrelationship between the brain and how individuals think and act. Psychology helps to coordinate the rehabilitation process for clients with brain injuries. These services also focus on the redevelopment of cognitive and social skills, as well as coping and adjustment counseling to deal with the impact of the acquired brain injury.
 - e. Therapeutic Recreation - Services that combine the client's interests and hobbies with basic therapy goals. Therapeutic recreation programs are designed to give the client an opportunity to enjoy activities of choice. The goal of these programs may be improving specific physical or cognitive therapy goals and social skills, acquiring knowledge about how to use leisure resources, and encouraging the planning and organization of leisure activities.

- f. Work Skills Training - Services that are aimed at preparing an individual for paid or unpaid employment but is not job-task oriented. Training includes teaching such concepts as compliance, attendance, task completion, problem solving and safety. Activities included in this service are not primarily directed at teaching specific job skills, but at underlying goals directed at assisting the client toward greater independence, such as improving attention span and motor skills.
9. The Contractor shall provide routine case management services during the Assessment Period and Rehabilitation Period. Reimbursement for routine case management services will be limited to the following activities as specified in the Fee Schedule: development and modification of rehabilitation service plans; monitoring the client's progress; accessing technological assistive devices; setting up resources; scheduling medical appointments; and discharge planning. Discharge planning shall be part of the client's rehabilitation service plan.
10. During the Assessment Period and Rehabilitation Period, the Department will reimburse Contractors for mileage according to the Commonwealth established rate for transportation. 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 ABIP-reimbursable rehabilitation services approved via the rehabilitation service plan.

II. STAFFING

The facility shall maintain staffing according to the accreditation standards under which the Contractor has been approved to provide services.

III. REQUIREMENTS FOR PROVISION OF SERVICES

1. The Department, in its sole discretion, determines which applicants are eligible for an assessment and services under this Agreement. The Contractor under this Agreement shall have a separate letter of authorization from the Department, or the Department's specifically authorized agent, prior to the provision of an assessment or any other services to applicants to the Acquired Brain Injury Program. Individuals eligible for an assessment will be referred by the Acquired Brain Injury Program in writing to the Contractor for a pre-admission assessment and development of a rehabilitation service plan. The pre-admission assessment must be performed by a qualified clinician or team of clinicians with experience in cognitive, vocational, and behavioral rehabilitation. Documentation of the pre-admission assessment shall be sent to the Department and maintained in the client's file.
2. The Department will notify applicants in writing of their eligibility for enrollment after receiving the completed assessment or rehabilitation plan or both from the provider. The Department will send a letter notifying the Contractor of the enrollment of the applicant as a client of the Acquired Brain Injury Program and authorizing the client's rehabilitation services as submitted in the approved rehabilitation service plan.
3. The Contractor shall submit any requests for modifications to the rehabilitation service plan in writing in advance to the Acquired Brain Injury Program in order to obtain written approval prior to implementation of any such modification. The Acquired Brain Injury Program will review the request for modification and advise the Contractor in writing of the approval or disapproval of the request.

IV. PROVIDER STANDARDS

1. All services rendered by the Contractor shall be consistent with customary standards of professional practice in amount, duration, scope, and quality.
2. The Contractor, and its employees and agents who are providing services under this Agreement, shall be qualified, licensed or certified or both in their respective disciplines as required by the Commonwealth of Pennsylvania and meet staffing standards as required by the Commonwealth of Pennsylvania and their respective accrediting body or waiver agreement.

V. MINIMUM QUALIFICATIONS OF REHABILITATION CONTRACTORS

1. A Contractor shall be accredited by an accrediting body recognized and approved by the Department. The names of the specific accrediting bodies are available upon request from the Department. To make such a request the Contractor should write or call the Acquired Brain Injury Program, Department of Health, 7th Floor East Wing, 625 Forster Street, Harrisburg, PA 17120. The telephone number is (717) 772-2763. The Contractor shall submit documentation of its accreditation to the Acquired Brain Injury Program prior to receipt of a fully executed and approved contract. The Contractor shall maintain such accreditation throughout the term of the Contract.
2. The Contractor and all subcontractors shall be licensed by the appropriate Pennsylvania agency according to the laws of the Commonwealth of Pennsylvania. The Contractor shall submit documentation of its licensure to the Acquired Brain Injury Program prior to receipt of a fully executed and approved Contract.
3. The Contractor shall notify the Department immediately of any changes in its accreditation or licensure status.
4. The Contractor shall participate in other state programs that fund head injury rehabilitation services when eligible unless granted an exception in writing by the Acquired Brain Injury Program. Those other state programs include, but are not limited to, the Department of Human Services, Office of Social Programs, Community Services Program for Persons with Physical Disabilities and Community Health Choices Waiver Programs; and the Department of Labor and Industry, Office of Vocational Rehabilitation Program. The Contractor, if licensed as an outpatient clinic, or if eligible otherwise, shall participate in the Department of Human Services, Office of Medical Assistance Program. The Contractor shall maintain this participation throughout the Contract term. The Contractor shall notify the Department immediately of any change in participation.
5. The Contractor shall provide staff training on topics regarding community resources, brain injury rehabilitation programs and other brain injury services available throughout the Commonwealth of Pennsylvania.

VI. REPORTING REQUIREMENTS

1. The Contractor shall submit pre-admission assessment, and rehabilitation service plan forms as appropriate for each individual referred from the Acquired Brain Injury Program. The Department may prospectively amend or revise the pre-admission assessment and rehabilitation service forms, in writing, by notifying the Contractor at

least 30 calendar days in advance by first class U.S. mail of changes. Such changes are incorporated herein by reference as of their effective date(s), as indicated in the notice.

2. All modifications to the rehabilitation service plan must be submitted in writing to the Acquired Brain Injury Program in advance for prior approval. The Acquired Brain Injury Program will respond in writing to the request for modification. Any unexpected changes in the client's status, such as death or voluntary discharge from treatment, must be reported within seven calendar days to the Acquired Brain Injury Program.
3. The Contractor shall prepare a progress report for each client, at a minimum of each 90-day period and maintain in the client file. This report shall include a status update on the client's progress toward achieving the goals and objectives stated in the most current rehabilitation service plan.
4. The Contractor must provide notification to the Department within seven calendar days of each client's admission and discharge.
5. A discharge plan must be submitted at time of admission. A discharge summary shall be submitted to the Acquired Brain Injury Program within four weeks of discharge.

VII. FEE SCHEDULE

1. The Department's approved Fee Schedule (Appendix C), which is attached, delineates the maximum allowable fee at which the Department will reimburse the Contractor.
2. The Department may prospectively amend or revise the Fee Schedule, in writing, by notifying the Contractor at least 30 calendar days in advance by first class U.S. mail of changes. Such changes are incorporated herein by reference as of their effective date(s), as indicated in the notice.

VIII. PREVIOUS AGREEMENTS

As of the effective date of this Agreement, any other agreement between the Contractor and the Department, whether written or oral, for services covered herein is terminated.

IX. SUSPENSION OF CONTRACT SERVICES DUE TO UNAVAILABILITY OF FUNDS

1. The Department may, upon its determination that funds have or will become unavailable for any or all services provided under this Agreement, prospectively suspend provision of any or all of those services upon prior written notice to the Contractor by first class U.S. mail. This notification will instruct the Contractor that the services enumerated in the notice are to be suspended by the date set out in the notification. The Department will notify the Provider of the suspension of services as soon as practicable.
2. Department will not reimburse Contractor for suspended services under this Agreement unless and until the Department notifies the Provider in writing that the Department will do so.
3. All notifications sent out pursuant to this Section (IX) become part of this Agreement and are incorporated herein by reference.

X. MONITORING OF CONTRACTOR

1. The Contractor shall be subject to periodic on-site review by the Department or its designees, Commonwealth Auditor General, or the Inspector General.
2. Upon request, the Contractor shall submit to the Department such reports and records, including, but not limited to, client utilization, medical incident reports and client needs assessments.

XI. EXAMINATION OF RECORDS

1. The Contractor agrees to maintain all records, including, but not limited to, medical and financial records, pertaining to the services provided under this Agreement, and for which reimbursement is claimed, for a period of four years from the date of the final payment under this Agreement.
2. The Contractor agrees to make available at the office of the Contractor at reasonable times during the term of this Agreement, and four years thereafter, any of these records for inspection, audit or reproduction by any authorized representative of the Secretary of Health, the Auditor General, or the Inspector General.
3. The Contractor shall, upon request, furnish the Department with the itemized bills for all expenditures incurred in the performance of this Agreement and billed in a particular billing period (month). All expenditures shall be documented. Documentation of expenditures shall include, but not be limited to, copies of vouchers, requisitions, invoices and receipts.
4. This Section supplements, but does not replace, Paragraphs 11 and 12 of the Standard General Terms and Conditions (Rev. 3/15), which are incorporated herein by reference.

XII. TERMINATION PROVISIONS

1. Grounds for action. The Department may terminate a Provider's Agreement and seek reimbursement from that Provider if the Department determines that the Provider, owner of the Provider, or agent of the Provider has done any of the following:
 - a. Submitted false or fraudulent claims to the ABIP.
 - b. Failed to comply with any term of this Agreement.
 - c. Been precluded or excluded, either voluntarily or involuntarily, as a Medical Assistance provider.
 - d. Been convicted of a Medicaid or Medicare related criminal offense.
 - e. Been convicted of a criminal offense under state or Federal laws relating to the services covered by this Agreement.
 - f. Been subject to license suspension or revocation following disciplinary action entered against the Provider or its health care providers providing services under this Agreement by a licensing or certifying authority.

- g. Had a controlled drug license withdrawn or failed to report to the Department changes in the Provider's Drug Enforcement Agency Number.
- h. Knowingly submitted a fraudulent or erroneous patient application or assisted a patient to do so.
- i. Refusal to permit authorized state or Federal officials or their agents to examine the Provider's medical, fiscal or other records as necessary to verify claims made to the Department under this Agreement.

This section supplements but does not replace paragraph 27 of the Standard General Terms and Conditions, (Rev. 3/15), which are incorporated herein by reference.

- 2. The above is a non-exhaustive list which does not limit the Department's remedies for breach otherwise under this Agreement. Nor does this section prevent the Department from exercising any other right of termination the Department has under this Agreement or by law.

Acquired Brain Injury Program (ABIP) Guidelines

Referral Process

Referrals are made to the Department of Health (Department), via phone, fax, email or regular mail. Referrals are accepted from sources including, but not limited to, hospitals, rehabilitation providers, doctors, family, or friends.

Application

Once a referral is made, the ABIP will send an application to the applicant or individual requesting an application on the applicant's behalf via mail or fax within seven calendar days. The application packet will include an Application for Services form, Assessment Decision Reply Form, Physician Certification Form, Authorization for Release of Protected Health Information and a self-addressed envelope.

Applicants will have up to 90 calendar days to submit a completed application. If an application is not received within 90 calendar days, the case will be closed, and a close letter will be sent to the applicant. The applicant is required to submit the completed forms along with a proof of current residency, proof of citizenship, and proof of income, (tax documents, social security benefits letter, pension letter).

If an incomplete application is received, a letter will be sent to the applicant indicating what documentation is still needed and the applicant will have 21 calendar days from the date of the letter to submit the additional documentation. If the additional documentation is not received within 21 calendar days from the date of the letter, the case will be closed and a close letter will be sent to the applicant.

If an applicant is found eligible, a letter will be sent to the applicant notifying them that they have been approved for an assessment and notification will be sent to the provider, chosen during the application process, requesting an assessment to be conducted. In the event of a wait list for services, a letter will be sent notifying the applicant that they have been placed on the wait list. Once the individual is removed from the wait list, the applicant will be sent a letter and the provider will receive notification requesting the assessment.

If an applicant does not meet the eligibility criteria, a letter will be sent explaining the reason for denial. The individual will have the ability to request reconsideration within 30 calendar days from the date of the letter. Reconsideration requests will be reviewed by the Department and responses will be sent within 60 calendar days from the receipt of the request.

Eligibility Criteria

The Department will determine an applicant's eligibility based on the criteria list below.

Age – Applicant must be between the ages of 18 to 20 years of age. An individual must apply for services at least six months prior to their 21st birthday. When a participant turns 21, they will be discharged from the program.

Residency – Applicant must be a resident of Pennsylvania.

Citizenship – Applicant must be a citizen of the United States.

Diagnosis – Applicant must have a diagnosis of acquired brain injury, this excludes traumatic brain injuries.

Income limit – Applicants prior year income must be 300% of the Federal Poverty Guideline. The applicant will have the ability to provide documentation to support the current year income if the applicant's prior year income is over the income amount. However, the prior year income must be submitted in conjunction with the current year income.

Requirements for provider participation

- a) Providers of outpatient and home and community-based rehabilitation services shall be accredited by the Commission on Accreditation of Rehabilitation Facilities.
- b) Providers shall provide rehabilitation services in accordance with their contractual Agreements with the Department.
- c) Providers shall use forms and procedures as prescribed by the Department in the provisions of rehabilitation services.

Length of Stay

The ABIP provides services for a maximum of one-year, or up to a maximum of \$50,000. Length of stay will be determined by the provider of ABIP services in collaboration with the applicant. All services are approved at the discretion of the Department.

Pre-Admission Assessment Procedure

When an applicant has been approved for an assessment, the Department will send a letter and email to the provider chosen by the applicant. The provider will have 14 calendar days to contact the applicant to schedule a pre-admission assessment. If the provider is unable to reach the applicant to schedule the assessment within the 14-calendar day timeframe, the case will be closed, and a letter will be sent to the applicant. Assessments must be completed within 30 calendar days of the notification letter.

The provider shall assess the applicant for the following:

- a) To corroborate the Department's determination that the applicant satisfies the eligibility criteria listed above;
- b) To determine that the applicant has the physical, social, cognitive, psychological and vocational potential for useful and productive activity which can be nurtured by services available through the ABIP so as to enable the applicant to progress toward a higher level of functioning; and
- c) To determine that the applicant has needs that can be addressed by the ABIP services, that will not be addressed by any other services to which the applicant is entitled.

Providers must submit pre-admission assessment materials to the Department at least seven calendar days in advance of the anticipated start date for services. The Department will provide written approval of the enrollment period and the rehabilitation service plan to the applicant and provider.

Enrollment

- a) The Department will notify an applicant or authorized representative in writing of its decision regarding an application for enrollment within 16 calendar days after receiving from the provider the completed assessment and, if applicable, its decision regarding the rehabilitation service plan. If the Department determines that the applicant is ineligible, the notice will include the reason for that determination.
- b) If the provider determines that the individual does not meet the eligibility criteria listed above, the provider shall share its findings with the Department and the applicant or authorized representative. The Department will review the findings and make the final determination as to the applicant's eligibility. The Department will notify the applicant of the final decision.
- c) A client's enrollment begins on the first day that a client receives services from a provider after the Department issues its written notification.
- d) The enrollment period of a client shall be specified in the client's service plan. It may not exceed 12 consecutive months. A client's enrollment shall end prior to the time designated in the client's rehabilitation service plan when one of the following occurs:

- 1) The Department determines that the continuation of ABIP services will not enable the client to progress to a higher level of functioning;
 - 2) The client fails to cooperate or exhibits unmanageable behavior so that ABIP cannot provide the appropriate services to meet the client's needs;
 - 3) The maximum funds available for allocation to the client, \$50,000, are exhausted;
 - 4) The client becomes eligible for other services offered as a result of the acquired brain injury, which services will meet the client's needs or duplicate ABIP services so that ABIP services are rendered unnecessary; and
 - 5) The client reaches the age of 21 years.
- e) The Department will notify a client or authorized representative in writing of its decision to terminate the client's participation in ABIP. The notice will include the reason for the decision.

Rehabilitation Service Plan

- a) The provider shall collaborate with the applicant or authorized representative and may collaborate with other individuals identified by the applicant, to develop a rehabilitation service plan.
- b) The primary goal of the rehabilitation service plan shall be to enable the client to progress to a higher level of functioning.
- c) The initial rehabilitation service plan shall contain the following:
 - 1) A description of desirable goals and the anticipated outcomes in the objective and measurable terms, including the expected time frames for the achievement of each goal and outcome, for the entire enrollment period;
 - 2) A specification of the ABIP services necessary to attain the agreed-upon goals;
 - 3) A specification of any other services to which the applicant is entitled and a description of the impact of those services upon the attainment of the agreed-upon goals;
 - 4) Beginning and ending dates of each ABIP service;
 - 5) The terms and conditions of ABIP service delivery; and
 - 6) The specific responsibilities of the applicant and service provider relative to implementation of each ABIP service.
- d) The rehabilitation service plan shall include a procedure and schedule for quarterly review and evaluation of progress towards the specified goals. These written reviews shall be submitted to the Department.
- e) The provider shall make modifications to the rehabilitation service plan as often as necessary. Modifications shall indicate whether previously set goals are met. When goals were not met, modifications shall address the reasons why, and modify or change goals appropriately. All modifications must be submitted to the Division for approval at least seven calendar days prior to starting the modified rehabilitation service plan.

Case Management Services

Case management services shall be provided by a case manager who has a minimum of one year of experience in brain injury case management, and shall include the following activities by the case manager:

- a) Monitoring the clients progress with respect to the rehabilitation service plan and collaborating with the client or authorized representative and the client's significant others and the rest of the treatment team in the development and modification of the rehabilitation service plan; and
- b) Assisting the client in gaining access to services from which the client may benefit and for which the client may be eligible.

Payment for ABIP Services

The Department will provide written authorization, to the client and the provider, as to the ABIP services for which the client is eligible and the maximum available funding and time limits for those services. Services eligible for payment are:

- a) Assessments of applicants by provider;
- b) Development of rehabilitation service plans by providers;
- c) Rehabilitation services identified on the fee schedule;
- d) Case management services; and
- e) Transportation of the provider, not client.

Billing Procedures

Invoices for rehabilitation services are due to the Department within 30 calendar days of the last date of the month in which services were rendered. Providers must use templates provided in the Participating Provider Agreement (Appendix B, Attachment1). Invoices can be submitted to the Department by fax or email.

**PENNSYLVANIA DEPARTMENT OF HEALTH
Acquired Brain Injury Program
Pre-admission Assessment Form**

Applicant: _____

Date of Birth: _____

Date of Injury: _____

Assessment By: _____

Date of Assessment: _____

Reason for Referral:

Previous Treatment:

Observations:

Psychosocial History:

Current Findings:

Health/Medical (Including Mobility):

Daily Living Skills:

Communication/Speech/Language:

Cognition:

Interpersonal Skills and Behavior (Mood):

Recreation:

Academic/Vocational:

Client and Family Goals:

Supports Available:

Expectations and Anticipated Outcomes:

Overall Goal (from Rehabilitation Service Plan):

Funding Limit and Time Needed to Achieve Goal:

Clinical Teams to complete and submit an Appendix A – Attachment 3 Mayo Portland Adaptability Inventory (MPAI) to the Acquired Brain Injury Program at pre-admission and prior to discharge.

Please return form to:

Acquired Brain Injury Program
Pennsylvania Department of Health
Health and Welfare Building
7th Floor East Wing
625 Forster Street
Harrisburg, Pennsylvania 17120

Muriel D. Lezak, PhD, ABPP & James F. Malec, PhD, ABPP

Name: _____ Clinic # _____ Date _____

Person reporting (circle one): Single Professional Professional Consensus Person with brain injury Significant other: _____

Below each item, circle the number that best describes the level at which the person being evaluated experiences problems. Mark the greatest level of problem that is appropriate. Problems that interfere rarely with daily or valued activities, that is, less than 5% of the time, should be considered not to interfere. Write comments about specific items at the end of the rating scale.

For Items 1-20, please use the rating scale below.

0 None	1 Mild problem but does <u>not</u> interfere with activities; may use assistive device or medication	2 Mild problem; interferes with activities 5-24% of the time	3 Moderate problem; interferes with activities 25-75% of the time	4 Severe problem; interferes with activities more than 75% of the time
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Part A. Abilities

1. Mobility: Problems walking or moving; balance problems that interfere with moving about 0 1 2 3 4
2. Use of hands: Impaired strength or coordination in one or both hands 0 1 2 3 4
3. Vision: Problems seeing; double vision; eye, brain, or nerve injuries that interfere with seeing 0 1 2 3 4
4. *Audition: Problems hearing; ringing in the ears 0 1 2 3 4
5. Dizziness: Feeling unsteady, dizzy, light-headed 0 1 2 3 4
6. Motor speech: Abnormal clearness or rate of speech; stuttering 0 1 2 3 4
7A. Verbal communication: Problems expressing or understanding language 0 1 2 3 4
7B. Nonverbal communication: Restricted or unusual gestures or facial expressions; talking too much or not enough; missing nonverbal cues from others 0 1 2 3 4
8. Attention/Concentration: Problems ignoring distractions, shifting attention, keeping more than one thing in mind at a time 0 1 2 3 4
9. Memory: Problems learning and recalling new information 0 1 2 3 4
10. Fund of Information: Problems remembering information learned in school or on the job; difficulty remembering information about self and family from years ago 0 1 2 3 4
11. Novel problem-solving: Problems thinking up solutions or picking the best solution to new problems 0 1 2 3 4
12. Visuospatial abilities: Problems drawing, assembling things, route-finding, being visually aware on both the left and right sides 0 1 2 3 4

Part B. Adjustment

13. Anxiety: Tense, nervous, fearful, phobias, nightmares, flashbacks of stressful events 0 1 2 3 4
14. Depression: Sad, blue, hopeless, poor appetite, poor sleep, worry, self-criticism 0 1 2 3 4
15. Irritability, anger, aggression: Verbal or physical expressions of anger 0 1 2 3 4
16. *Pain and headache: Verbal and nonverbal expressions of pain; activities limited by pain 0 1 2 3 4
17. Fatigue: Feeling tired; lack of energy; tiring easily 0 1 2 3 4
18. Sensitivity to mild symptoms: Focusing on thinking, physical or emotional problems attributed to brain injury; rate only how concern or worry about these symptoms affects current functioning over and above the effects of the symptoms themselves 0 1 2 3 4
19. Inappropriate social interaction: Acting childish, silly, rude, behavior not fitting for time and place 0 1 2 3 4
20. Impaired self-awareness: Lack of recognition of personal limitations and disabilities and how they interfere with everyday activities and work or school 0 1 2 3 4

Use scale at the bottom of the page to rate item #21

21. Family/significant relationships: Interactions with close others; describe stress within the family or those closest to the person with brain injury; “family functioning” means cooperating to accomplish those tasks that need to be done to keep the household running
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0 Normal stress within family or other close network of relationships	1 Mild stress that does <u>not</u> interfere with family functioning	2 Mild stress that interferes with family functioning 5-24% of the time	3 Moderate stress that interferes with family functioning 25-75% of the time	4 Severe stress that interferes with family functioning more than 75% of the time
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Part C. Participation

22. Initiation: Problems getting started on activities without prompting

0 None	1 Mild problem but does <u>not</u> interfere with activities; may use assistive device or medication	2 Mild problem; interferes with activities 5-24% of the time	3 Moderate problem; interferes with activities 25-75% of the time	4 Severe problem; interferes with activities more than 75% of the time
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23. Social contact with friends, work associates, and other people who are not family, significant others, or professionals

0 Normal involvement with others	1 Mild difficulty in social situations but maintains normal involvement with others	2 Mildly limited involvement with others (75-95% of normal interaction for age)	3 Moderately limited involvement with others (25-74% of normal interaction for age)	4 No or rare involvement with others (less than 25% of normal interaction for age)
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24. Leisure and recreational activities

0 Normal participation in leisure activities for age	1 Mild difficulty in these activities but maintains normal participation	2 Mildly limited participation (75-95% of normal participation for age)	3 Moderately limited participation (25-74% of normal participation for age)	4 No or rare participation (less than 25% of normal participation for age)
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25. Self-care: Eating, dressing, bathing, hygiene

0 Independent completion of self-care activities	1 Mild difficulty, occasional omissions or mildly slowed completion of self-care; may use assistive device or require occasional prompting	2 Requires a little assistance or supervision from others (5-24% of the time) including frequent prompting	3 Requires moderate assistance or supervision from others (25-75% of the time)	4 Requires extensive assistance or supervision from others (more than 75% of the time)
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26. Residence: Responsibilities of independent living and homemaking (such as, meal preparation, home repairs and maintenance, personal health maintenance beyond basic hygiene including medication management) but not including managing money (see #29)

0 Independent; living without supervision or concern from others	1 Living without supervision but others have concerns about safety or managing responsibilities	2 Requires a little assistance or supervision from others (5-24% of the time)	3 Requires moderate assistance or supervision from others (25-75% of the time)	4 Requires extensive assistance or supervision from others (more than 75% of the time)
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27. *Transportation

0 Independent in all modes of transportation including independent ability to operate a personal motor vehicle	1 Independent in all modes of transportation, but others have concerns about safety	2 Requires a little assistance or supervision from others (5-24% of the time); cannot drive	3 Requires moderate assistance or supervision from others (25-75% of the time); cannot drive	4 Requires extensive assistance or supervision from others (more than 75% of the time); cannot drive
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28A. *Paid Employment: Rate either item 28A or 28B to reflect the primary desired social role. Do not rate both. Rate 28A if the primary social role is paid employment. If another social role is primary, rate only 28B. For both 28A and 28B, "support" means special help from another person with responsibilities (such as, a job coach or shadow, tutor, helper) or reduced responsibilities. Modifications to the physical environment that facilitate employment are not considered as support.

0 Full-time (more than 30 hrs/wk) without support	1 Part-time (3 to 30 hrs/wk) without support	2 Full-time or part-time with support	3 Sheltered work	4 Unemployed; employed less than 3 hours per week
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28B. *Other employment: Involved in constructive, role-appropriate activity other than paid employment.

Check only one to indicate primary desired social role: Childrearing/care-giving Homemaker, no childrearing or care-giving Student Volunteer Retired (Check retired only if over age 60; if unemployed, retired as disabled and under age 60, indicate "Unemployed" for item 28A.)

0 Full-time (more than 30 hrs/wk) without support; full-time course load for students	1 Part-time (3 to 30 hrs/wk) without support	2 Full-time or part-time with support	3 Activities in a supervised environment other than a sheltered workshop	4 Inactive; involved in role-appropriate activities less than 3 hours per week
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29. Managing money and finances: Shopping, keeping a check book or other bank account, managing personal income and investments; if independent with small purchases but not able to manage larger personal finances or investments, rate 3 or 4.

0 Independent, manages small purchases and personal finances without supervision or concern from others	1 Manages money independently but others have concerns about larger financial decisions	2 Requires a little help or supervision (5-24% of the time) with large finances; independent with small purchases	3 Requires moderate help or supervision (25-75% of the time) with large finances; some help with small purchases	4 Requires extensive help or supervision (more than 75% of the time) with large finances; frequent help with small purchases
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Part D: Pre-existing and associated conditions. The items below do not contribute to the total score but are used to identify special needs and circumstances. For each rate, pre-injury and post-injury status.

30. Alcohol use: Use of alcoholic beverages.

Pre-injury _____ Post-injury _____

0 No or socially acceptable use	1 Occasionally exceeds socially acceptable use but does not interfere with everyday functioning; current problem under treatment or in remission	2 Frequent excessive use that occasionally interferes with everyday functioning; possible dependence	3 Use or dependence interferes with everyday functioning; additional treatment recommended	4 Inpatient or residential treatment required
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31. Drug use: Use of illegal drugs or abuse of prescription drugs.

Pre-injury _____ Post-injury _____

0 No or occasional use	1 Occasional use does not interfere with everyday functioning; current problem under treatment or in remission	2 Frequent use that occasionally interferes with everyday functioning; possible dependence	3 Use or dependence interferes with everyday functioning; additional treatment recommended	4 Inpatient or residential treatment required
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32. Psychotic Symptoms: Hallucinations, delusions, other persistent severely distorted perceptions of reality.

Pre-injury _____ Post-injury _____

0 None	1 Current problem under treatment or in remission; symptoms do not interfere with everyday functioning	2 Symptoms occasionally interfere with everyday functioning but no additional evaluation or treatment recommended	3 Symptoms interfere with everyday functioning; additional treatment recommended	4 Inpatient or residential treatment required
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33. Law violations: History before and after injury.

Pre-injury _____ Post-injury _____

0 None or minor traffic violations only	1 Conviction on one or two misdemeanors other than minor traffic violations	2 History of more than two misdemeanors other than minor traffic violations	3 Single felony conviction	4 Repeat felony convictions
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34. Other condition causing physical impairment: Physical disability due to medical conditions other than brain injury, such as, spinal cord injury, amputation. Use scale below #35.

Pre-injury _____ Post-injury _____

35. Other condition causing cognitive impairment: Cognitive disability due to nonpsychiatric medical conditions other than brain injury, such as, dementia, stroke, developmental disability.

Pre-injury _____ Post-injury _____

0 None	1 Mild problem but does <u>not</u> interfere with activities; may use assistive device or medication	2 Mild problem; interferes with activities 5-24% of the time	3 Moderate problem; interferes with activities 25-75% of the time	4 Severe problem; interferes with activities more than 75% of the time
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Comments:

Item # _____

Scoring Worksheet

Items with an asterisk (4, 16, 27, 28/28A) require rescoring as specified below before Raw Scores are summed and referred to Reference Tables to obtain Standard Scores. Because items 22-24 contribute to both the Adjustment Subscale and the Participation Subscale, the Total Score will be less than the sum of the three subscales.

Abilities Subscale

Rescore item 4. Original score = _____

If original score = 0, new score = 0

If original score = 1, 2, or 3, new score = 1

If original score = 4, new score = 3

A. New score for item 4 = _____

B. Sum of scores for items 1-3 and 5-12 = _____

(use highest score for 7A or 7B)

Sum of A and B = Raw Score for Abilities subscale = _____ (place in Table below)

Adjustment Subscale

Rescore item 16. Original score = _____

If original score = 0, new score = 0

If original score = 1 or 2, new score = 1.

If original score = 3 or 4, new score = 2

C. New score for item 16 = _____

D. Sum of scores for items 13-15 and 17-24 = _____

Sum of C and D = Raw Score for Adjustment Subscale = _____ (place in Table below)

Participation Subscale

Rescore item 27. Original score = _____

If original score = 0 or 1, new score = 0

If original score = 2 or 3, new score = 1

If original score = 4, new score = 3

Rescore item 28A or 28B. Original score = _____

If original score = 0, new score = 0

If original score = 1 or 2, new score = 1

If original score = 3 or 4, new score = 3

E. New score for item 27 = _____

F. New score for item 28A or 28B = _____

G. Sum of scores for items 22-24 = _____ (place in Table below)

H. Sum of scores for items 25, 26, 29 = _____

Sum of E through H = Raw Score for Participation Subscale = _____ (place in Table below)

Use Reference Tables to Convert Raw Scores to Standard Scores

	Raw Scores (from worksheet above)	Standard (Obtain from appropriate reference Table)
I. Ability Subscale (Items 1-12)	_____	_____
II. Adjustment Subscale (Items 13-24)	_____	_____
III. Participation Subscale (Items 22-29)	_____	_____
IV. Subtotal of Subscale Raw Scores (I-III)	_____	_____
V. Sum of scores for items 22-24	_____	_____
VI. Subtract from V. from IV = Total Score	_____	_____

**Acquired Brain Injury Program
Rehabilitation Service Plan**

Applicant/Client Name:				Date of Birth:			
Address:							
City:		State:		Zip Code:		Date of Injury:	
Provider/Facility:				Date of Admission:			
Name of Person Completing Form:				Title:			
Signature:			Date of Rehabilitation Service Plan:				
Initial Recommendations and Anticipated Outcomes:							
<p>For each of the goals below include target date for achievement of the goal and outcome for the entire enrollment period, and include the services needed to obtain the goal.</p>							
Goal 1:							
Services Required:							
Target Date:		Begin		End			
Goal 2:							
Services Required:							
Target Date:		Begin		End			

**Acquired Brain Injury Program – (ABIP)
Client-Provider Agreement**

Client:

Terms and Conditions for ABIP Service Delivery: The applicant/client agrees to comply with the above rehabilitation service plan and with all terms and conditions for participation in the Acquired Brain Injury Program as specified in the Acquired Brain Injury Program application.

Specific Responsibilities of the Applicant Relative to Implementation of Each ABIP Service: The applicant agrees to participate in the above services, as described in this Rehabilitation Service Plan, for the period of time recommended by the rehabilitation service provider. The applicant agrees to comply with the requirements for participation established by the rehabilitation service provider.

Financial Responsibility of the Applicant: The applicant/client has already certified in their Application for Services that the income, financial and all other information they have provided to the Department of Health is true, correct and complete to the best of their knowledge.

Discharge Planning: Upon discharge from the rehabilitation provider, the applicant/client will be discharged to an appropriate provider should continued services be necessary and if funding is available, or to the care or supervision of their family when funding is not available, or a suitable provider cannot be located.

I agree to the above terms and to participate in the Rehabilitation Service Plan as outlined above.

Applicant/Client’s **Printed** Name _____
Date

Authorized Representative’s **Printed** Name _____
Date

Applicant/Client’s **Signature** or Authorized Representative’s Signature

HIP Service Provider

Terms and Conditions for ABIP Service Delivery: The rehabilitation service provider agrees to comply with all terms and conditions specified in their Participating Provider Agreement related to the delivery of services in this rehabilitation service plan.

Specific Responsibilities of the Rehabilitation Service Provider Relative to Implementation of Each ABIP Service: The rehabilitation service provider agrees to provide the services identified above in the Rehabilitation Service Plan to the applicant/client as proposed. The rehabilitation service provider will perform, at a minimum, quarterly progress reviews to determine the client’s progress in meeting the goals and objectives identified in the rehabilitation service plan. The results of the progress reviews will be conveyed to the client and his or her authorized representative.

Financial Responsibility of the Applicant, ABIP and any Third Party: The Provider shall not bill enrolled patients, in part or in full, for any services listed on the Fee Schedule except where the Provider is so instructed, in writing, by the Department.

The Acquired Brain Injury Program will reimburse the rehabilitation service provider, according to the approved fee schedule in the Participating Provider Agreement, after the provider bills the client when instructed by the Acquired Brain Injury Program, the client’s third party insurance and all other state programs. The Acquired Brain Injury Program is a payer of last resort according to the Participating Provider Agreement.

I agree to the above terms, to provide services as described above, to conduct progress reviews and to promote the applicant/client’s achievement of his or her rehabilitation goals.

Printed Name, Program Director, Rehabilitation Provider

Signature, Program Director, Rehabilitation Provider _____
Date

This form is to be maintained in the client’s file and available for inspection upon the Department’s request.

APPENDIX B

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 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 the Standard General Terms and Conditions (Rev. 3/15), which are incorporated herein by reference.
 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 (Attachment 1) and a detailed accounting (Attachment 2) 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, 625 Forster Street, Harrisburg, PA 17120. Invoices shall show SAP Vendor number, date when submitted, invoice number, name and address of the payee, billing period, total invoice amount, signature of person preparing the invoice, and date of signature.
 4. Unless otherwise specified elsewhere in this Agreement, the following shall apply: Contractor shall submit monthly invoices within 30 calendar days from the last day of the month within which the work is performed. The final invoice shall be submitted within 30 calendar 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 payers 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 (for example, 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 the Commonwealth Travel and Subsistence Rates (Rev. 4/15), which are incorporated herein by reference. 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 payer 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 – Acquired Brain 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 30 calendar 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 30 calendar days in advance by first class U.S. mail of such changes. Such changes are incorporated herein by reference as of their effective dates.

INVOICE

Payee Name and Address:

Date:

Current Billing Period:

Invoice Number:

SAP Vendor Number:

Location Code:

Department of Health - Division of Community Systems Development & Outreach
 67CMYDVPT
 P.O.Box 69183
 Harrisburg, PA 17106

Category		Invoice Amount
I.	Personnel Services	
	Staff Personnel	
	Fringe	
II.	Consultant Services	
III.	Subcontract Services	
IV.	Patient Services	
V.	Equipment	
VI.	Supplies	
VII.	Travel	
VIII.	Other Costs	
		\$ -

CERTIFIED BY:

 Contractor's Authorized Signature Date

 Department of Health's Authorized Signature Date

FUND - 10 digits	COST CENTER - 10 digits	INTERNAL ORDER - 12 digits

ACQUIRED BRAIN INJURY PROGRAM INVOICE Fee for Service

Payee: _____ Date: _____

Billing Period: _____ (current billing period only)

Client's Name _____

Check the client's service setting for this month based upon the approved Rehabilitation Service Plan:

Outpatient Services Home and Community –Based Services

Service Code	Service Date From	Service Date To	#Units or miles	Fee Schedule Amount	Total Cost to DOH
HR001				\$50.00	
HR002				\$50.00	
HR003				\$19.25	
HR004				\$50.00	
HR005				\$50.00	
HR006				\$26.25	
HR007				\$54.75	
HR008				\$50.75	
HR009				\$30.00	
HR010				\$30.00	
HR011				Commonwealth rate	
HA001				\$ 350.00	
Total					

APPENDIX C

ACQUIRED BRAIN INJURY REHABILITATION FEE SCHEDULE

Effective October 1, 2019

Description	Fee	Effective Date	Limit Description
Assessment Period			
HA001 Pre-Admission Assessment and Other Assessment	\$350.00	10/01/2019	For 1 Day Assessment Maximum Fee
HR006 Routine Case Management Services	\$26.25	10/01/2019	Per ½ hour limited to as specified in Agreement
HR011 Transportation	Commonwealth rate	10/01/2019	Mileage rate per Commonwealth policy
Rehabilitation Period / Outpatient Services Billable			
All services must be documented in the Department of Health approved rehabilitation service plan for reimbursement.			
HR001 Assisted Neurobehavioral Therapy (Behavioral Management Therapy)	\$50.00	10/01/2019	Per ½ hour Group or Individual Session
HR002 Assistive Community Integration (Life Skills Training)	\$50.00	10/01/2019	Per ½ hour Group or Individual Session
HR003 Supportive Counseling	\$19.25	10/01/2019	Per ½ hour Group or Individual Session
HR004 Therapeutic Recreation	\$50.00	10/01/2019	Per ½ hour Group or Individual Session
HR005 Work Skills Services (Training)	\$50.00	10/01/2019	Per ½ hour Group or Individual Session
HR006 Routine Case Management Services	\$26.25	10/01/2019	Per ½ hour limited to as specified in Agreement
HR007 Cognitive Therapy (Retraining)	\$54.75	10/01/2019	Per ½ hour Individual Session
HR008 Psychological Services	\$50.75	10/01/2019	Per ½ hour Individual Session
HR009 Cognitive Therapy (Retraining)	\$30.00	10/01/2019	Per ½ hour Group Session
HR010 Psychological Services	\$30.00	10/01/2019	Per ½ hour Group Session
HR011 Transportation	Commonwealth rate	10/01/2019	Mileage rate per Commonwealth policy

APPENDIX D

PROGRAM SPECIFIC PROVISIONS

I. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE.

The following language replaces Paragraph 35 of the Standard General Terms and Conditions (Rev. 3/15) Incorporated Document in its entirety:

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Grant Agreement or any subgrant Agreement, Contract, or subcontract, the Grantee, a subgrantee, a Contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable Federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. The Grantee, any subgrantee, Contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against or intimidate any of its employees.
- C. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, in the provision of services under the Grant Agreement, subgrant Agreement, Contract or subcontract.
- D. Neither the Grantee nor any subgrantee nor any Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- E. The Grantee, any subgrantee, Contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the Grant services are performed shall satisfy this requirement for employees with an established work site.
- F. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable Federal laws, against any subgrantee, Contractor, subcontractor or supplier who is qualified to perform the work to which the Grant relates.

- G. The Grantee and each subgrantee, Contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable Federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, Contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have Federal government Contracts of first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any Contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.
- H. The Grantee, any subgrantee, Contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant Agreement, Contract or subcontract so that those provisions applicable to subgrantees, Contractors or subcontractors will be binding upon each subgrantee, Contractor or subcontractor.
- I. The Granter’s and each subgrantee’s, Contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the Grant Agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, Contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Grant Agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- J. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.

II. ADDITIONAL PROVISIONS RELATING TO NONDISCRIMINATION/SEXUAL HARASSMENT.

The following language replaces Paragraph 36 of the Standard General Terms and Conditions (Rev. 3/15) Incorporated Document in its entirety:

The Grantee agrees:

- A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of religion, age, handicap or national origin, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- B. Neither the Contractor nor any subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any of its employees on account of religion, age, handicap or national origin.
- C. The Grantee, any subgrantee, Contractor or any subcontractor shall not discriminate by reason of religion, age, handicap or national origin against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- D. The Contractor and any subcontractors shall ensure that any services or benefits available to the public or other third parties by way of this Contract shall not be denied or restricted for such persons due to race, creed, color, religion, gender, sexual orientation, gender identity or expression, age, handicap, or national origin (national origin protections include persons who are limited English proficient) consistent with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, The Age Discrimination Act of 1975, applicable provisions of the Omnibus Reconciliation Act of 1981 and Pennsylvania Management Directive 215.16.
- E. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Diversity, Inclusion and Small Business Opportunities for purposes of investigation to ascertain compliance with the provisions of this Additional Provisions relating to Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Diversity, Inclusion and Small Business Opportunities.
- F. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Section II, Additional Provisions Relating To Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, Contractor, or subcontractor in the Contractor Responsibility File.