

EXHIBIT B: PAYMENT PROVISIONS

TERMS AND CONDITIONS OF PAYMENT (SUBSTANCE USE DISORDER)

Contracting Department	Alameda County Behavioral Health Care Services (ACBH)
Contractor Name	«Contractor»
Contract Period	July 1, 2019 – June 30, 2020
Contract Maximum	\$«MASTER_ContMAX»

In addition to all terms of payment described in the Master Contract Terms and Conditions and all relevant Exhibits and Attachments, Parties (Contractor and ACBH) to this Contract shall abide by the terms of payment contained herein.

I. DEFINITIONS

A. SERVICES

- Nonresidential Programs:

- *Outpatient, Intensive Outpatient, and Recovery Service Programs:* The unit of service for all DMC-ODS Waiver Programs is a 15-minute increment. The County will contract for these programs using per-minute rates to simplify calculations.

- *Individual Service:* includes intake, assessment, treatment planning, collateral services, discharge planning, crisis intervention, patient education, family therapy, medication-assisted treatment services, and case management for adults (also includes family contact, screening and engagement for adolescents).

- *Group Services:* Each individual in a single group session is counted as one visit. A face-to-face contact in which one or more counselors/therapists treat a minimum of two and a maximum of twelve clients at the same time.

Intensive Outpatient Service (IOS) Day: A visit in which a client actively participates for a minimum number of hours per week as defined in the Exhibit A.

- *Transition-to-Treatment and Prevention Programs:*

Unit of Service:

- The unit of service is a staff hour.
 - *Available Staff Hours:* All hours in which staff are available to work, exclusive of time off, such as vacation, sick leave and lunch. One full time equivalent (FTE) has an average of 1,779 available hours per year.
 - *Direct Staff Hours:* The face-to-face time spent on an activity.
 - *Indirect Staff Hours:* The time spent preparing for the activity, and travel to and from the activity site.

- Residential and Recovery Residence Programs:

- *Residential Bed Day:* A calendar day (12:01 a.m. to midnight) in which a client participates and resides in a program.
 - *Recovery Residence Bed Day:* A calendar day (12:01 a.m. to midnight) in which a client resides in an alcohol and drug-free living environment.

- If a client participates in a program for more than one Resident Day, the following shall also apply: The calendar day of admission shall constitute a Resident Day, regardless of the time of admission. The calendar day of discharge shall not constitute as a Resident Day.
- Residential Detoxification Bed Day: When a client occupies a bed for more than three hours.
- A client admitted to a residential program more than once during any calendar day shall be counted as only one Residential Bed Day, one Recovery Residence Bed Day or one Residential Detoxification Bed Day.

B. GENERAL

- Actual Net Cost: The total cost to Contractor for negotiated contracted services minus revenues received from all other payers.
- All Other Payers: Applicable and appropriate payers other than ACBH.
- Available Capacity: The total number of units of service that the Contractor makes available in the current fiscal year.
- Available Staff Hours: All hours in which staff are available to work, exclusive of time off, such as vacation, sick leave and lunch. One full time equivalent (FTE) has an average of 1,779 available hours per year.
- ACBH: Alameda County Behavioral Health (formerly, Behavioral Health Care Services)
- Capital Expenditures: Improvements to land, buildings or equipment, which materially increase the value of the property or appreciably extend its useful life. These are not allowable as a direct cost and must be depreciated.
- Client: Individual who receives services specified in this Contract (i.e. patient, consumer, partner, beneficiary etc.).
- Drug Medi-Cal Program: State of California system wherein eligible beneficiaries receive covered services from Drug Medi-Cal certified substance use disorder treatment providers who are reimbursed for the services with Realignment funds and Federal Medicaid funds.
- Federal Financial Participation (FFP): FFP provides federal Title XIX/Medi-Cal reimbursement for approved State programs providing substance use treatment.
- Indirect Cost: cost that is not directly accountable to a cost object (such as a particular program or site). It may be either fixed or variable and can include administration, personnel and security costs.
- Interim Cost Settlement: The Cost Settlement amount before and during any Federal, State, County or other funding source's audited review and appeals period.
- Program Descriptions and scope of work for each program is defined in the Exhibit A. Each contracted program is represented in a separate column in Exhibit B-1: Funded Program Budget.
- Major Budget Expenditure Categories: Personnel Expenses, (such as salaries and benefits), and Operating Expenses.
- Slot: The capacity to provide treatment services to one individual. Total slots reflect the number of individuals a Contractor can serve at any given time.
- Utilization: The total actual units of service provided.

II. BUDGET

ACBH may, at its sole discretion, with or without notice to the Contractor, add or delete sources of funding used by ACBH for purposes of reimbursement for Contractor costs in providing services covered by this Contract as set forth in Exhibit A. Contractor shall use all payments solely in support of the program budget, set forth as follows:

- Exhibit B-1: Funded Program Budget
- Exhibit B-2: Agency Composite Budget
- Exhibit B-3: Method and Rate of Reimbursement ("Rate Sheet")

The following provisions apply to programs within this Contract:

Capital Expenditures: Improvements to land, buildings or equipment, which materially increase the value of the property or appreciably extend its useful life, require prior written¹ approval by the ACBH Fiscal Contract Manager and must be depreciated.

Equipment Purchase:

Purchase of items over \$5,000 requires prior written approval of the ACBH Fiscal Contract Manager. Equipment having a useful life of three or more years and with an acquisition cost over \$5,000 or more per unit must be capitalized and depreciated. This provision applies to all programs with the exception of Drug Medi-Cal Programs.

Programs funded with Drug Medi-Cal funding or a combination of ACBH Realignment and Drug Medi-Cal funding fall under Federal Medicaid rules and any items purchased with an acquisition cost of \$500 or more must be capitalized and depreciated.

Acquisition cost is the net invoice unit price of an item of equipment, including the costs of any modification, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired.

Lease or Rent of Equipment or Facilities:

Contractor shall not, without written approval of the ACBH Fiscal Contract Manager, rent or lease equipment or facilities from a parent organization or individual who is a "common owner" (as defined by the Centers for Medicare and Medicaid Services Provider Reimbursement Manual 15-1, Chapter 10, Paragraph 1002.2)

III. Terms and Conditions of Payment

A. Contract Amount/Maximum

1. Contract and Program Maximum Funding

Total payments under this Contract shall in no event exceed the total contract maximum. Payments shall be based on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Any shift in funding between programs must be pre-approved by the ACBH Fiscal Contract Manager in order to be reimbursed as described

¹ Written notices include but shall not be limited to e-mail notifications.

in Section III.B. Any change in the contract maximum shall be made through an amendment to this Contract.

2. Maximum Funding for Drug Medi-Cal and Non-Drug-Medi-Cal Funded Clients

Contractor shall not exceed the maximum allocation for Non Drug-Medi-Cal (Non DMC) funded clients if applicable and stipulated in Exhibit B-3.

3. Indirect Costs

Indirect costs reimbursed by ACBH to Contractor shall not exceed fifteen percent (15%) of a program's direct costs or the lowest corresponding percentage of indirect costs reimbursed by any other funding sources or entities. ACBH approval is required if Contractor has a Non-Profit agreement with the federal government:

a. *Non-Profit Indirect Rate Agreement:*

For ACBH to consider the Non-Profit Agreement, Contractor must include a copy of the agreement in a submittal to ACBH Fiscal Contract Manager.

b. *Expense Detail:*

If indirect costs are reflected in Exhibit B-1: Funded Program Budget, Contractor must prepare and include in a submittal to the ACBH Fiscal Contract Manager the Expense Detail Form in the Exhibit B-1 workbook with proposed indirect costs included.

B. Budget Revision Procedures

Contractor shall implement new program(s) resulting from RFP award according to the winning bid budget and deliverables. Contractor shall not revise the budget or deliverables prior to program implementation without prior written consent from ACBH. Contractor may request changes during the first year after program implementation provided such changes will not result in a material difference in the scope of work awarded through the RFP. Contractor must submit these change requests in writing to their Fiscal and Program Contract Managers, and ACBH is ultimately responsible for reviewing and approving/denying all requested changes. Budget revision changes can be requested by Contractor after the first full year of program implementation. Requests must be submitted in writing to the Fiscal Contract Manager. If approved by ACBH, funding augmentations must be submitted to and approved by the Board of Supervisors prior to being added to the contract.

1. Revisions to Personnel and/or Operating Expenses

Contractor must request written approval from ACBH Fiscal Contract Manager of any funding shift of ten percent (10%) or greater between actual costs and approved budget costs for total Personnel and/or Operating Expenses.

2. Exhibit B-1 Line Item Revisions

Notwithstanding the requirement set forth in Section III.B.1, to request line item revisions of \$5,000 or more within a program, Contractor shall submit a revised Exhibit B-1: Funded Program Budget to the ACBH Fiscal Contract Manager with detailed

written justifications for revisions of \$5,000 or more in any one line-item, including the Expense Detail forms in Exhibit B-1.

Revisions to Exhibit B-1: Funded Program Budget in excess of \$5,000 in any one line-item are subject to approval by ACBH Fiscal Contract Manager and require a contract amendment.

3. Cost of Living Adjustment (COLA)

COLAs are at the County's discretion. If, during the term of this Contract, the Alameda County Board of Supervisors approves a COLA, the increase may be retroactive to July 1 of the current contract year.

4. Available Resources

Parties to this Contract acknowledge the uncertainty of the funding resources supporting this Contract, which may impact the ACBH dollar allocation for contracted services. Should it be necessary to adjust the amount of the funding during the term of this Contract, ACBH shall notify Contractor at least thirty (30) days prior to the effective date of the adjustment.

C. Cost Settlement/Final Payment Provisions

A Cost Settlement between ACBH and Contractor is considered an interim settlement subject to audit by County, State, Federal and/or independent auditors.

In the event that any program's net reimbursable cost is less than the program maximum funding, ACBH may apply funds to another program whose net costs exceed the program's maximum funding.

Cost Reports for each program shall be settled through one of the following methods, depending on Contractor's reimbursement method as stated on Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet).

A. Actual Cost Reimbursement Method

Final reimbursement shall be made on the basis of Contractor's actual allowable costs less any applicable revenues collected from all other payers, subject to the maximum program funding amount

B. Provisional Rate Reimbursement Method

Unless otherwise approved in writing by ACBH, ACBH will base Contractor's final reimbursement on actual cost per unit (CPU) of service up to the County Contract Maximum Rate (CCMR), less any applicable revenues collected from all other payers, subject to the maximum program funding amount.

C. Negotiated Rate Reimbursement Method

Final reimbursement shall be determined by multiplying the negotiated rate(s), specified in Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet), by the actual units of service provided, subject to the maximum program funding amount.

D. Fee for Service Programs Funded Entirely by Drug Medi-Cal (Opioid Treatment Programs)

ACBH will base final reimbursement on actual allowable units of service multiplied by rate.

E. Federal Financial Participation (FFP)

For Contractors with FFP, in order for Contractor to be reimbursed up to the program maximum amount, Contractor must earn a minimum of Drug Medi-Cal FFP. If year-end FFP revenue is less than the minimum, the revenue shortfall may be deducted from the Program Maximum Amount.

ACBH may apply any excess FFP earned in Contractor's program to another program within this Contract whose FFP is below the required amount.

ACBH may waive this provision in the event that the cost for each unit of service is less than maximum rate of reimbursement specified.

Contractor shall maintain, implement and utilize procedures to collect appropriate charges from clients for services provided under this Contract. Contractor must bill charges for said services to any third party payer and/or for Share of Cost Medi-Cal to client responsible for payment of services. All revenue collected from third-party payers and/or from clients must be reported to the County in accordance with instructions included in the Denied Correction Report (DCR) Cover Letter, Year-End Cost Report instructions and any subsequent letters or instructions from the County.

Contractor shall complete monthly Medi-Cal eligibility verification for all clients prior to submission of Medi-Cal claims to the State. ACBH will provide test claim reports for all claims prior to submission to the State. Should ACBH receive notification of claims denied by State for any Medi-Cal claims submitted to the State for reimbursement, said information will be provided to Contractor after the County's receipt of a DCR. Contractor will submit the DCR providing any necessary corrections for the denied claim within the timeframe noted in the DCR Cover Letter.

Contractor shall maintain required site certification and licensure for each program as specified in the Exhibit A. Contractor shall be responsible for the cost of any services delivered during a period when there is a delay in obtaining or a lapse in maintaining required certification and licensure.

F. Cost Settlement

Contractor shall account for each program separately and provide specific cost centers and audit trails for each program and service site per the cost report instructions set forth by the California Department of Health Care Services and ACBH.

Cost Settlements will be considered interim until all Federal, State, and County audits and appeals have been completed. Audit results shall supersede the information previously provided by Contractor and accepted by ACBH. Should County, State, Federal, or any other funding agency refuse to reimburse ACBH or disallow previous payments, Contractor agrees to refund excess to ACBH within 120 days of notification, unless otherwise approved by ACBH. ACBH may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

D. Conditions of Withholding Payment

ACBH may withhold payments to Contractor due to one or more of the following conditions:

1. Contractor Non-Compliance Sanction Policy

If ACBH determines that Contractor is not in compliance with any provisions of this Contract, ACBH will provide Contractor with a written notice of non-compliance and may withhold payment, or a portion of payment, or apply a payment penalty of one percent of the total of the next monthly claim if the identified issue is not remedied within the timeline specified in the notice of non-compliance. For purposes of this provision, such notice provided by ACBH shall be by First Class Mail (United States Postal Service), overnight delivery, facsimile, or email. Non-compliance includes failure to comply with County, State, and Federal requirements or contract deliverables, and/or failure to submit required programmatic and/or fiscal reports, which are complete and accurate by the specified due date, such as but not limited to Contract Renewal documents, Quarterly Financials, Year-End Cost Reports, cost data, audits, lapse of insurance, or other information required for contract administration, monitoring and/or renewal.

ACBH may, after three months of withholding funds or applying payment penalties for non-compliance, impose a non-refundable penalty of one percent of the total contract amount each month thereafter, until ACBH deems Contractor in compliance with the Contract.

2. Disallowances

ACBH may withhold all funds owed to Contractor based on disallowances and/or penalties until settlement is satisfied in full. If applicable, Contractor shall refund

any disallowances and/or penalties resulting from the Drug Medi-Cal Utilization Review Process within 120 days of notice, unless otherwise agreed upon by ACBH.

County will indemnify Contractor as set forth in the general provisions of the Contract between the parties should the disallowance and/or penalties be the result of: a) County's negligence or intentional acts or omissions as it relates to the Year-End Cost Report; or b) Contractor's compliance with the written directions, guidelines, policies or instructions of the County.

Any disallowance and/or penalties where County is not required to, or does not, indemnify Contractor shall be the sole responsibility of Contractor. This includes any and all State disallowances and/or penalties.

3. Contract or Program Termination

In the event of termination of this Contract or any program within this Contract, ACBH may withhold a sum not to exceed ten percent of the total contract amount or applicable program, until all provisions of this Contract are satisfied by Contractor and accepted by ACBH.

IV. Invoicing Procedures

Contractor shall comply with the following invoicing procedures:

A. Monthly - Claim Service Report

Contractor shall use the most current Claim Form Template provided to them by their ACBH Fiscal Contract Manager. Contractor shall submit a claim (invoice, request for reimbursement) for services rendered each service month, with units of service based on the rates in Exhibit B-3: Method and Rate of Reimbursement (Rate Sheet). Contractor shall submit claims by the tenth calendar day of the month following the service month. Monthly claims submitted after the twentieth calendar day of the month following the service month, or multiple claims held by the provider and submitted to ACBH simultaneously, may result in claim repayment being delayed. Claims submitted late may be reimbursed during the year-end cost settlement process, at ACBH's sole discretion.

Contractor shall submit one original signed claim, with appropriate attachments (such as PSP 131 reports or other approved expense backup documentation) to ACBH Fiscal Contract Manager. The following requirements apply to such monthly claims:

1. Claim Attachments

- a. *For programs with Reporting Units (RUs):* Contractor shall attach the corresponding PSP (Poolman, Shih and Platton) 131 report to the monthly claim. Contractor shall complete the input of all required data into the system designated

by ACBH IS according to the written data entry procedures specified by ACBH IS as stated in the Exhibit A to be eligible for timely claim payment.

- b. *For prevention programs that input data into the California Outcomes Measurement System (CalOMS):* Contractor shall also attach the corresponding CalOMS Staff Hour Summary Report with Contractor's monthly claim, in addition to one of the additional backup documentation reports required.
- c. *For other programs:* Contractor shall attach the Trial Balance from the organization's financial accounting system, or the ACBH Prevention Program Claim Report Attachment form with the Contractor's monthly claim report.

2. Monthly Reimbursement (Does not apply to programs funded exclusively by Drug Medi-Cal)

Monthly reimbursement shall not exceed the monthly pro rata of the annual Contract Maximum amount reflected in the Exhibit B: Payment Provisions unless the following conditions are met:

Contractor must submit a written request to exceed the pro rata to the ACBH Fiscal Contract Manager showing that the Contractor's prior month's payments were less than the monthly pro rata and that savings are being applied to documented costs in excess of the pro rata. Authorization to exceed the monthly pro rata is subject to ACBH' approval.

3. Payments Made on a Provisional Rate

- a. Should Contractor's provisional payments be in excess of actual net costs reported at the close of each Quarterly or Year-End Cost Report period, ACBH, may at its sole discretion, withhold any excess payment from Contractor's subsequent claim.
- b. Should Contractor's provisional payments be less than ninety-five percent of the actual net costs reported at the close of each Quarterly or Year-End Cost Report period, Contractor may request from their ACBH Fiscal Contract Manager to augment the provisional payments up to the actual net costs.

Authorization to exceed the monthly pro rata is subject to ACBH's approval.

1. **Cash Advance**

Contractor may be eligible to receive one cash advance per contract at the beginning of each fiscal year. To request a cash advance, Contractor shall review and comply with Alameda County's Cash Advance Policy located on ACBH' Provider website: <http://www.acbhcs.org/providers/network/docs.htm>.

Upon ACBH' approval of a cash advance, Contractor may request to repay in one of the following ways:

- 1. Over the course of this Contract term for a specified number of months approved by ACBH; or
- 2. With the final claim for funds against this Contract, with any adjustments necessary to ensure the provision of services during the last month(s) of this Contract and complete recoupment by ACBH.

The repayment method requested is subject to ACBH' approval. ACBH may make repayment adjustments or demand full repayment at any time after ACBH' review to ensure service levels, contract compliance and adequate reimbursement, including holding payment of claims until repayment is satisfied.

B. Reimbursement of Claims After End of Contract Term

Contractor shall submit all claims for reimbursement under this Contract within forty-five calendar days following the end of the term of this Contract. All claims submitted after forty-five calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of ACBH.

C. Overpayments to Contractor

Contractor shall notify their ACBH Fiscal Contract Manager in writing immediately or within 10 calendar days of receipt of an overpayment made to Contractor from the County (including overpayments due to fraud), with an explanation of the reason for the overpayment. Contractor shall return any overpayment to the County within 60 calendar days of receipt.

V. Funding and Reporting Requirements

Contractor shall comply with the following funding and reporting requirements:

A. Financial Reports

1. Quarterly Financial Reports

Contractor shall provide ACBH with three detailed Quarterly Financial Reports (expenditure and revenue reports) of actual costs and revenues applicable to each program reflected in Exhibit B-1: Funded Program Budget. Contractor shall submit Quarterly Financial Reports in the most current template provided by ACBH to their ACBH Fiscal Contract Manager on the following schedule:

Report	Term	Due Date
1 st Quarterly Financial Report	July 1-September 30	October 31
2 nd Quarterly Financial Report	October 1-December 31	January 31
3 rd Quarterly Financial Report	January 1-March 31	April 30

Quarterly Financial Reports not received within 15 calendar days after the Due Dates above will result in a hold of all provider claims for payment until satisfactory reports are received.

2. Year-End Cost Report

Contractor shall submit a Year-End Cost Report in the format and by the due date issued by ACBH. Contractor shall submit a separate Year-End Cost Report for each program and site contained in this Contract. Year-End Cost Reports not received within 15 calendar days after the due date issued by ACBH will result in a hold of all provider claims for payment until a satisfactory report is received.

- a. Final Budget Revision:* Contractor shall submit the Year-End Cost Report as a final budget revision, which shall comply with all applicable provisions indicated in this Contract.
- b. Excess Fees:* In the event Contractor has participant-generated fees (e.g. public benefits and/or other payer sources, such as food stamps) which are unexpended as of June 30, Contractor must include these fees as “Revenue” in the Year-End Cost Report’s revenue section. These funds cannot be held by the provider and applied to subsequent fiscal years.
- c. Measure A Funding:* All Measure A funding shall be considered the last payer source within each program in cost settlement, excluding unearned FFP. Should Contractor’s total net reimbursement be less than the Contract Maximum, Measure A funding shall be designated as the savings, which Contractor may not retain.

Measure A funding shall not be used in programs that are funded entirely by the following:

- Medi-Cal
- State or Federal grants

- d. Indirect Cost Rate Report:* Contractor shall submit a final Indirect Cost Rate Report with the Year-End Cost Report, which shall include all of the following:
 - i. Line-item detail showing actual indirect costs; and
 - ii. A worksheet showing the allocation of the indirect costs to each direct service program.

VI. Additional Terms and Conditions of Payment

A. Revenue Enhancement

ACBH intends to establish targets for revenues earned by contractors, with those targets becoming part of operational budgets. Future contract allocations will be impacted by the revenue generated and by deficits. Contractor shall implement any new procedures related to Federal, State and local insurance revenue maintenance or enhancement within 30 days

from ACBH' notice. ACBH shall provide Contractor with specific information on how to operationalize any new procedures.

For services provided under this Contract, Contractor must bill for said services to any third party payer and/or for share-of-cost Drug Medi-Cal to client responsible for payment of services. Charges must be billed in the amount of the Contractor's published charge rate (usual and customary charges) or negotiated insurance rate. This applies only for services covered by such third party payers and/or Share-of-Cost Drug Medi-Cal.

1. Fees

Any treatment program funded under this Contract shall assess fees to participants in the program in accordance with Section 11841 et seq. (alcohol) and Section 11852.5 et seq. (drug) of the Health and Safety Code.

Any and all applicable other payer (e.g. third party medical, hospital, other insurance coverage, any other benefit program, etc.) available to program clients shall be utilized to offset any reimbursable services thereunder.

2. Programs Funded Entirely by Drug Medi-Cal

Contractor must bill in the amount of the Contractor's published charge rate (usual and customary charge) or negotiated insurance rate. Billings to and collections from clients shall be in accordance with the ACBH procedures prescribed by the State of California.

Any contractor claim out of compliance with these regulations will result in non-payment of claim/s prior to or during the cost report settlement process.

B. Contract or Program Termination

In the event of termination of this Contract or a program within this Contract;

- a. If initiated by Contractor, Contractor shall provide written notice to ACBH Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
- b. If initiated by ACBH, ACBH Fiscal Contract Manager shall provide written notice to Contractor at least 30 calendar days prior to termination.

Upon notice of a Contract or program termination, Contractor shall do the following:

- a. Immediately eliminate all new costs and expenses under this Contract or program.
- b. Provide accounting of any unused or unexpended equipment and/or supplies purchased by Contractor with funds obtained through this Contract and deliver such equipment and/or supplies to ACBH upon written request from ACBH.
- c. Promptly submit a written report of all information necessary for the reimbursement of any outstanding claims and/or continuing costs to their ACBH Fiscal Contract Manager.
- d. Surrender all fiscal records to ACBH, if requested by ACBH.

For a Contract termination, Contractor must complete a Cost Report within thirty (30) calendar days of receipt of the Cost Report template from ACBH.

ACBH may reimburse Contractor for reasonable and necessary costs or expenses incurred after ACBH' receipt of Contractor's notice of termination, within the contract maximum.

C. Termination for Cause

If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination, which may be the same date as the notice.

D. Records Retention

Contractor shall retain all working papers and audit reports for a minimum of three (3) years from the date of the audit report, or longer if the independent auditor is notified in writing by the State to extend the retention period.