

EXHIBIT B

PAYMENT TERMS AND CONDITIONS (SUBSTANCE USE DISORDER-OTP)

I. AVAILABLE RESOURCES

Contractor understands and acknowledges that this contract is one of a pool of contracts. Contractor understands and acknowledges that it is one of a number of contractors receiving payment for the same or similar services. The parties agree that the total compensation payable to the pool of Contractors under the pool of contracts designated by County shall not exceed the amount approved by the Alameda County Board of Supervisors.

The parties to this contract acknowledge the uncertainty of the funding resources supporting this contract which may impact the County's dollar allocation of contract services. Should it be necessary to reduce or adjust the amount of the funding during the term of this contract, the Contractor shall be notified at least thirty (30) days prior to the effective date of the reduction or adjustment.

II. MONTHLY INVOICING/PAYMENTS/REPORTING REQUIREMENTS

A. Monthly Invoices

Contractor shall submit monthly invoices as set forth below for services rendered pursuant to this Exhibit, Terms and Conditions of Payment in. Invoices shall be submitted in a manner and form specified by and acceptable to the Department. Invoices shall be submitted by the tenth (10th) day of the month following the month of service. One original invoice shall be submitted to the Department's Network Office. Invoices are subject to approval by County.

Invoices submitted to County more than thirty-five days following the month of service and within forty-five days following the end of the term of this contract will be reimbursed at cost settlement following the final cost report process.

Contractor shall report monthly, on each invoice to the Department, units of service reflected in this exhibit, Terms and Conditions of Payment.

B. Submission of PSP 131 Report

Contractors utilizing the PSP system shall input required client data into the County's management information 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. PSP 131 reports shall accompany Contractor's monthly invoice to the Department.

C. Basis for Reimbursement During Contract Period

Contractor shall be reimbursed on a fee-for-service basis as specified in the Exhibit B Attachment: Method and Rate of Reimbursement. County shall determine Contractor's final net reimbursable cost by: (a) multiplying the negotiated rate by the applicable units

of service provided; (b) subtracting deductible revenues; and (c) paying the resultant net amount.

D. Withholding Payment/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.

E. Reimbursement Claims After End of Contract Term

Notwithstanding all other provisions of this contract to the contrary, Contractor shall submit all claims for reimbursement under this contract within forty-five (45) days following the end of the term of this contract. All claims submitted after forty-five (45) days following the end of the term of this contract will be subject to reimbursement at the sole discretion of the County.

III. BASIS FOR FINAL SETTLEMENT

Net reimbursable cost shall be determined by multiplying the fee for service rate(s), specified in the Exhibit B Attachment: Method of Reimbursement, by the Drug Medi-Cal approved units of service provided. Any share of cost collected from a Medi-Cal beneficiary shall also be deducted from the net reimbursable cost.

IV. CONTRACT OR PROGRAM TERMINATION

- A. In the event of termination of this Contract or a program within this Contract;
1. 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
 2. 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:

1. Immediately eliminate all new costs and expenses under this Contract or program.
2. 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.
3. 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.
4. 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.

B. 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.

V. ADDITIONAL PROVISIONS

A. Lease or Rent of Equipment or Facilities

Contractor shall not, without written approval of the Department, rent or lease equipment or facilities from a parent organization or individual who is a "common owner" (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2).

B. Medical Expenses

Contractor agrees that all medical expenses, with the exception of employment related health screening costs and urine drug testing, shall not be claimed to, or be reimbursable by County, under the terms and conditions of this contract, unless specific funding sources identified in this exhibit require medical services. All such required medical services may only be claimed as a funding source of last resort. A variance to this provision may be requested by Contractor and may be approved by the Department.

C. National Provider Identifier

Contractors are required to obtain a Type 2 Organizational National Provider Identifier (NPI) number and taxonomy code from the National Provider Enumeration System

(NPPES) at <https://nppes.cms.hhs.gov> for each provider number assigned by the California Department of Health Care Services, notwithstanding if the program is Drug Medi-Cal certified or not. In addition, individuals within the organization who are providing treatment services which are submitting claims to Alameda County Behavioral Health Care Services must also obtain a Type 1 Individual NPI number. The Type 1 NPI may be obtained from the same web site. NPI numbers are a mandatory requirement for compliance with the Health Insurance Portability and Accountability Act (HIPAA) National Provider Identifier rule (45 CFR Part 162, Subpart D) and must be reported to the Department prior to service delivery.

D. Standards and Regulations

Notwithstanding any other provisions of this contract to the contrary, Contractor agrees to know and comply with all laws, rules, regulations and guidelines issued by Federal, State, and/or local agencies that pertain to this contract. Examples of published documents applicable to this contract may include, but are not limited to, the following:

- Health and Safety Code and/or Welfare and Institutions Code
- Titles 9 and 22 of the California Administrative Code
- 21 Code of Federal Regulations (CFR) Parts 291 and 1300, et seq.
- Drug Medi-Cal Certification Standards for Substance Abuse Clinics
- Drug Program Fiscal System Manual issued by the State Department
- County of Alameda Contract Administration Manual
- The Accounting Handbook for Community-Based Organizations issued by the County
- The Audit Assistance Guide issued by the State
- Federal Office of Management and Budget Circulars A-110, A-122 and A-133
- Alcohol Services Reporting System (ASRS) Manual issued by the State
- Section 504 of the Rehabilitation Act of 1973
- Federal Health Insurance Manual 15
- State of California NNA/Drug Medi-Cal Contract with Alameda County
- Title 45 CFR, Part 96, Subparts C, and L, Substance Abuse Prevention and Treatment Block Grant
- Alcohol and/or Other Drug Program Certification Standards (Document 1P)

These documents are available for reference, upon reasonable prior request, during normal business hours at the Department's Finance Offices.

E. **State of California Drug Medi-Cal Contract with Alameda County**

Contractors shall comply with all terms and conditions of this contract and all pertinent State and Federal regulations. Copies of the General Terms and Conditions of the State of California /Drug Medi-Cal Contract are available for reference, upon reasonable prior request, during normal business hours at the Department's Finance Offices.

Examples of the terms and conditions of the Contract include, but are not limited to the following:

- Contractors are required to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Equal Opportunity Act [42 USC 2000(e)], conforming with Federal Executive Order No. 11246.

Contractor may seek the assistance of the State Department Health Care Services in the event of a dispute with County over the terms and conditions of any Drug Medi-Cal provision within this contract.

F. **Union Organizing**

Contractor, by signing this Contract, hereby acknowledges the applicability of California Government Code Sections 16645 through Section 16649 to this contract.

- Contractor will not assist, promote, or deter union organizing by employees performing work on a state service contract, including a public works contract.
- No state funds received under this Contract will be used to assist, promote, or deter union organizing.
- Contractor will not, for any business conducted under this contract, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing unless the state property is equally available to the general public for holding meetings.
- If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and Contractor shall provide those records to the Attorney General upon request.

G. **Child Support Compliance Act**

Contractor, by signing this Contract, hereby acknowledges that it:

- Recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 52) of Part 5 of Division 9 of the California Family Code; and
- To the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

H. **Adherence to Computer Software Copyright Laws**

Contractor certifies that it has appropriate systems and controls in place to ensure that state or federal funds available under this Contract will not be used for acquisition, operation or maintenance of computer software in violation of copyright laws. (Reference: Executive Order D-10-99 and Department of General Services Management Memo 00-02).

I. **Counselor Certification**

Any individual providing intake, assessment of need-of-services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in an DHCS licensed or certified program is required to be certified as defined in CCR, Title 9, Division 4, Chapter 8.

J. **State or Federal Grant Provisions.**

Notwithstanding all other provisions of this contract to the contrary, if this contract is funded by a state or federal grant with more stringent terms and conditions than are contained in this contract, such grant provisions shall prevail.

K. **State Postservice Postpayment Medi-Cal Utilization Review Process**

Contractor agrees to promptly refund any disallowances resulting from the State's annual utilization review process. The Department may withhold all funds owed to County from any subsequent amounts due to Contractor until the settlement is satisfied.

VI. ADDITIONAL TERMS FOR CHEMICALLY ASSISTED SERVICE PROGRAMS

A. Narcotic Replacement Therapy (NRT)

Contractors providing NRT services shall invoice and be reimbursed following the below payment service definitions:

1. Daily Dose is defined as a face-to-face or take-home NRT dose.
2. Individual Counseling Increment is defined as a ten minute face-to-face contact between a client and a counselor/therapist.
3. Group Counseling Increment is defined as a ten minute 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. Each ten minutes per client is considered to be one counseling increment.

B. Additional Provisions for Opioid Detoxification

Contractors providing Opioid Detoxification services shall invoice and be reimbursed following the below payment service definitions:

For programs providing methadone detoxification, Contractor must request a state exception to California Code of Regulations (CCR), Title 9, Section 10000(a)(2) and Section 10355(a)(1)(c) so that a patient may be admitted to a long-term detoxification treatment episode for more than 21 days but not to exceed 180 days. Request to the state shall be made using the Physician Request for a Temporary Exception to Regulations ADP Form 8045.