

**EXHIBIT B: MENTAL HEALTH
TERMS AND CONDITIONS OF PAYMENT
(SERVICES-AS-NEEDED)**

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

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 30 days prior to the effective date of the reduction or adjustment.

II. INVOICE PROCEDURES

A. Monthly Invoices

Invoices shall be submitted in a manner and form specified by and acceptable to Alameda County Health Behavioral Health Care Department (ACBHD) previously known as Alameda County Behavioral Health Care Services Agency (ACBH). References to ACBH mean ACBHD. Invoices shall be submitted by the tenth day of the month following the month of service. One original invoice shall be submitted to the ACBHD Accounts Payable Unit. Invoices are subject to ACBHD's approval.

Invoices submitted to ACBHD more than 35 days following the month of service and within 45 days following the end of the term of this contract will be reimbursed at cost settlement.

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

B. Invoice/Claim Attachments

For Negotiated or Provisional Rate Programs: Contractor shall attach the corresponding reports from the ACBHD electronic claims system to the monthly invoice/claim.

C. Basis for Reimbursement During Contract Period

Contractor shall be reimbursed on the basis of negotiated rate(s) specified in the Exhibit B Attachment: Method and Rate of Reimbursement. County shall determine Contractor's

final net reimbursable cost, subject to the maximum pooled program funding amount, by: (a) multiplying the negotiated rate by the applicable units of service provided; (b) subtracting deductible revenues as defined by the California Department of Health Care Services (DHCS) and ACBHD; and (c) paying the resultant net amount.

D. Reimbursement of Claims After End of Contract Term

Contractor shall submit all invoices for reimbursement under this Contract within 60 calendar days following the end of the term of this Contract. All invoices submitted after 60 calendar days following the end date of this Contract will be subject to reimbursement at the sole discretion of ACBHD.

III. CONDITIONS OF WITHHOLDING PAYMENTS

A. Contractor Non-Compliance Sanction Policy

If ACBHD determines that Contractor is not in compliance with any provisions of this Contract, ACBHD 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 ACBHD 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 Reports, Year-End Cost Reports, cost data, audits, minimum required insurance coverage, or other information required for contract administration, monitoring and/or renewal.

ACBHD 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 ACBHD deems Contractor in compliance with the Contract.

B. Overpayments, Reporting and Recovery

1. Contractor shall notify the ACBHD Fiscal Contract Manager in writing immediately or within ten 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 discovery of the overpayment.
2. When an audit or review performed by the County, State, Federal Government, or any other authorized agency discloses that Contractor has been overpaid under this Contract, or where the total payments exceed the total liability under this Contract, Contractor covenants that any such overpayment or excess payments over liability may

be recouped by the County via withholding the amount due from future payments, seeking recovery by payment from Contractor, or a combination of these two methods.

IV. COST SETTLEMENT/FINAL PAYMENT PROVISIONS

A. Final Reimbursement

A Cost Settlement at the end of the term of this agreement between ACBHD and Contractor will be considered a final settlement. Final reimbursement for Medi-Cal Programs is contingent upon and limited to funds made available to the County as a result of participation in the State mental health program. To facilitate this final accounting, Contractor shall certify, in a format designated by the County, the units of service and deductible revenues, and the amount of reimbursement received from County pursuant to this agreement subject to the maximum pooled program funding amount.

If applicable to Contractor's funding source, ACBHD will provide the Final Medi-Cal Reconciliation data submitted to State of California based on the Final Mental Health Valid or Paid Units under Medi-Cal, the monthly 835 Form or equivalent, for Contractor's review. If Contractor has any adjustments that would impact Medi-Cal, non Medi-Cal, Crossover units or Crossover revenue, Contractor must advise ACBHD prior to the appropriate State of California department determining the Final Medi-Cal Reconciliation. No adjustment to total cost or units can be made after the Final Medi-Cal Reconciliation.

B. Audit

Notwithstanding any provision to the contrary in this Contract, including without limitation, provisions referencing "final" with respect to reimbursement, payment, settlement, or other similar term, Contractor's records shall be subject to audit and disallowances by all applicable County, State and Federal authorities. Contractor shall account for each program separately and provide specific cost centers and audit trails for each program as applicable.

Audit results shall supersede the information previously provided by Contractor and accepted by ACBHD. Should County, State and Federal or any other funding agency refuse to reimburse ACBHD or disallow previous payments, Contractor agrees to refund excess to ACBHD within 60 days of closure of appeals period or ACBHD notification to Contractor (whichever is later), unless otherwise approved in writing by ACBHD. ACBHD may withhold all funds owed from any subsequent payments due to Contractor until the settlement is satisfied in full.

V. HOLD HARMLESS

Contractor agrees to hold harmless the State, County and clients or beneficiaries in the event that ACBHD cannot or does not pay for services performed by Contractor pursuant to this Agreement.

VI. CONTRACT OR PROGRAM TERMINATION

A. Notice of 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 ACBHD Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
- b) If initiated by ACBHD, ACBHD Program and Fiscal Contract Managers shall provide written notice to Contractor at least 30 calendar days prior to termination.

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.

Last Revised: April 17, 2023