

**EXHIBIT B: MENTAL HEALTH  
TERMS AND CONDITIONS OF PAYMENT  
(Services-As-Needed)**

In return for the aforementioned services as set forth in Exhibit A of this agreement, the County agrees to reimburse the Contractor on the following basis:

**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. 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 by: (a) multiplying the negotiated rate by the applicable units of service provided; (b) subtracting deductible revenues as defined in State DHCS Letter 84-10 and the Fiscal Year 2013-14 State DHCS Cost Report Instruction Manual; and (c) paying the resultant net amount.

**III. MONTHLY INVOICES/MONTHLY REIMBURSEMENT CLAIM/SERVICE REPORT** (this section applies to providers that enter their own data)

Contractor shall submit a monthly invoice/reimbursement claim for services rendered that month, using an ACBH template with units of service based on the rates in Exhibit B-3: Method and Rate of Reimbursement. Contractor shall submit invoices no later than 35 calendar days after the last day of the service month.

Contractor will submit one original Provider Claim / Service Report form (Invoice) per service period on a monthly basis. The invoice must include appropriate documentation. Invoices that do not contain the information required under this section are incomplete and will not be paid until complete information is submitted. Invoices need to be received by BHSC no later than 35 calendar days after the last day of the service month. ACBH will authorize payment to Contractor no later than 45 County business days after receipt of a monthly claim/service report. Invoices received after 35 calendar days after the last day of the service month, may be subject to a penalty of one percent of the total monthly invoice/reimbursement claim.

Contractor shall submit the original invoice with appropriate attachments to the ACBH Fiscal Contract Manager.

Invoice/Claim Attachments

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

**IV. REIMBURSEMENT OF INVOICES AFTER END OF CONTRACT TERMS**

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 ACBH.

**V. FINAL COST REPORT REQUIREMENTS**

Contractor acknowledges that it is not possible for County to determine actual units of service and net reimbursable cost until the end of the contract period and/or until an audit of Contractor's books for the contract period covered herein has been completed by both the State and County auditors, or their designees, and also by federal auditors, or their designees, should any portion of this agreement be provided with federal funds. To facilitate this final accounting, Contractor shall certify, in a format designated by the County, the units of service and deductible revenues as defined in Paragraph 2 above, and the amount of reimbursement received from County pursuant to this agreement.

**VI. SUBMITTAL DEADLINE FOR CLAIMS & CLIENT DATA**

Contractor shall submit monthly claim data to the County by the tenth (10th) calendar day of the month following the month of service. If Contractor provides direct treatment service, Contractor shall submit with the monthly invoice, client data for all Alameda County-funded patients.

Should Contractor fail to meet the above-indicated deadlines, Contractor shall be considered in non-compliance with the contract provisions and County shall withhold payment of Contractor's outstanding claims until such time that County is assured of Contractor's future compliance.

**VII. WITHHOLDING PAYMENT/SANCTION POLICY**

County may withhold payment if Contractor fails to submit acceptable reports, data, audits, insurance documentation, or other information required for contract administration or to meet County, State or Federal reporting or auditing requirements.

County may, after three months of withholding funds for non-submission of required data, impose a one percent (1%) non-refundable penalty of the total amount of the contract each month thereafter, until the required data is submitted and accepted by the Department.

### **VIII. OVERPAYMENTS, REPORTING AND RECOVERY**

Contractor shall notify their ACBH 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.

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.

Last revised: 07/19/2020