

**EXHIBIT B: SUBSTANCE USE DISORDER
TERMS AND CONDITIONS OF PAYMENT
(Opioid Treatment Program – 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 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, 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 Behavioral Health Care Services (ACBH). 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 ACBH Accounts Payable Unit. Invoices are subject to ACBH's approval.

Invoices submitted to ACBH more than 35 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.

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

B. Invoice/Claim Attachments

Contractor shall attach the corresponding reports from the ACBH electronic claims system to the monthly invoice/claim.

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, subject to the maximum pooled program funding amount, by:
(a) multiplying the rates specified in the Exhibit B Attachment: Method and Rate of

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

D. Reimbursement of 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 60 days following the end of the term of this contract. All claims submitted after 60 days following the end of the term of this contract will be subject to reimbursement at ACBH's sole discretion.

III. CONDITIONS OF WITHHOLDING PAYMENTS

A. 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 Reports, Year-End Cost Reports, cost data, audits, minimum required insurance coverage, 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.

B. Overpayments, Reporting and Recovery

1. Contractor shall notify the 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.
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. FINAL PAYMENT PROVISIONS

A. Final Reimbursement

Net reimbursable cost shall be determined by the lower of the two following methods, subject to the maximum pooled program funding amount: (a) 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, or (b) multiplying Contractor's usual and customary charges during the contract period by the Drug Medi-Cal approved units of service provided. Any share of cost collected from a Medi-Cal beneficiary, or other qualifying revenue, shall be in compliance with 42 C.F.R. § 438.900 *et seq.* and also be deducted from the net reimbursable cost.

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 ACBH. Should County, State and Federal or any other funding agency refuse to reimburse ACBH or disallow previous payments, Contractor agrees to refund excess to ACBH within 60 days of closure of appeals period or ACBH notification to Contractor (whichever is later), unless otherwise approved in writing by ACBH. ACBH 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 ACBH 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 ACBH Program and Fiscal Contract Managers at least 30 calendar days prior to termination; and
 - b) If initiated by ACBH, ACBH Program and Fiscal Contract Managers shall provide written notice to Contractor at least 30 calendar days prior to termination.

B. Contractor Responsibility

- 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 Program and Fiscal Contract Managers.
4. Surrender all fiscal records to ACBH, if requested by ACBH.

For a Contract termination, Contractor must complete a Cost Report within 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 **pooled** 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.

VII. ADDITIONAL PROVISIONS

A. Lease or Rent of Equipment or Facilities

Contractor shall not, without written approval from 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 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 ACBH 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 ACBH.

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 DHCS, 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 ACBH 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. State of California Drug Medi-Cal Contract with Alameda County

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

E. 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.

F. State Postservice Postpayment Medi-Cal Utilization Review Process

Contractor agrees to promptly refund any disallowances resulting from the State's annual utilization review process.

C. 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.