

EXHIBIT B

TERMS AND CONDITIONS OF PAYMENT

TYPE OF CONTRACT: FEE FOR SERVICE

Claims Submission and Re-Submission

1. Contractor shall submit invoices and applicable supporting documentation, and enter claims data into the County's billing and transactional database system by the 10th of the month for services delivered the preceding month. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx>, as from time to time amended.
2. Claims shall be complete and accurate and must include all required information regarding the claimed services.
3. Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all possible Medi-Cal services and correcting all applicable denied services for resubmission by the 20th of the month following notification of the denial.
4. Following claims submissions to the County by the 10th of the month for services delivered the preceding month and a subsequent utilization review of Drug/Medi-Cal files, the County will submit eligible Drug/Medi-Cal claims received by the Contractor to DHCS.
5. Claims for final payment must be submitted within thirty (30) days of the expiration date of this Agreement. Payment of claims due may be withheld pending receipt of documents required by this contract.

Reimbursement

1. Contractor will be paid on a monthly basis, following the submission of an invoice (submitted through County's billing and transactional database system, as applicable, and on a template provided and/or agreed to by the County) for services delivered to the County's satisfaction. Monthly payments for claimed services shall be based on the approved units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the negotiated service rates in Exhibit B, up to the contract maximum.
2. County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Exhibit I. Final settlement will be the total of approved claims times the negotiated Fee for Service rate, up to the contract maximum.
3. Contractor will be reimbursed on a Net 30 basis, meaning generally, payments will be processed within 30 days from the invoice date.
4. Unless otherwise noted in the contract, services provided and reimbursed under this contract are only for Marin County Medi-Cal beneficiaries and low-income (< 138% FPL) uninsured Marin residents.

Additional Financial Requirements

1. Contractor is subject to annual fiscal monitoring by the County or County's qualified designee.
2. At mid-year, or as requested by the County, Contractor shall submit supporting documentation (e.g. copy of General Ledger, report of expenses from financial system) for actual costs, as applicable, to the Marin County Division of Behavioral Health and Recovery Services for management information and planning purposes.
3. Annual Cost Reports, as applicable, and all supporting documentation must be submitted within sixty (60) days of the expiration date of this Agreement. The Cost Report shall be based on actual costs.
4. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
5. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the US DHHS may specify.
6. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <https://www.opm.gov/> (U.S. Office of Personnel Management), as from time to time amended.
7. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud (42 U.S.C. § 1396b(i)(2)).
8. Contractor Prohibited from Redirection of Contracted Funds [If Applicable]
 - a. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
 - b. Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.
9. Financial Audit Report Requirements for Pass-Through Entities
 - a. If County determines that Contractor is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
 - b. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount,

Agreement period, and the amount expended during the fiscal year by funding source.

- c. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
- d. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

Additional Substance Abuse Prevention and Treatment Block Grant (SABG) Funding Requirements

1. Prior to expending SABG Block Grant funding, every reasonable effort should be made to, including the establishment of systems for eligibility determination, billing, and collection: (1) Collect reimbursement of the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and (2) Secure from patient or clients payments for services in accordance with their ability to pay.
2. In accordance with Title 45 Code of Federal Regulations, Part 96, Section 96.137, SAPT Block Grant funding is the "payment of last resort" for services for Pregnant and Parenting Women, Tuberculosis, and HIV.
3. SABG may not be used to pay for a service that is reimbursable by Medi-Cal.
4. SABG may not be used on the following activities:
 - a. Provide inpatient services.
 - b. Make cash payments to intended recipients of health services.
 - c. Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment
 - d. Satisfy any requirement for the expenditure of SABG funds as a condition for the
 - e. receipt of federal funds.
 - f. Provide financial assistance to any entity other than a public or nonprofit private entity.
 - g. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level II of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm.
 - h. Purchase treatment services in penal or correctional institutions of the State of California.
 - i. Supplant state funding of programs to prevent and treat substance abuse and related activities.
 - j. Carry out any program prohibited by 42 USC 300x-21 and 42 USC 300ee-5 such that none of the funds provided under this Act or an amendment made by this Act shall be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the United States Public Health Service determines that a demonstration needle exchange

program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome.

Electronic Health Record Incentive [If Applicable]

1. Contractor will be eligible for \$XXX in the form of a **One-Time Electronic Health Record (EHR) Documentation Adoption Incentive Payment for the FY of 23/24** after execution of this contract upon submitting a pdf of a formal Attestation to the County on Agency Letterhead indicating their plans to use the Marin County instance of SmartCare EHR for their full clinical documentation. This Attestation letter should include a request for the Incentive Payment and the approved incentive amount. If the agency is not fully utilizing the new EHR for their rendering providers/clinicians to document in accordance with the Documentation Standards under this contract by the end of the contract term, Contractor will be responsible for repaying this incentive back to the county.

EXHIBIT B

FINANCIAL INFORMATION AND SCHEDULES: PROVIDER RATE AND SERVICE TABLE